CITY COUNCIL/CEMETERY DISTRICT - MEETING (CCR)

WEDNESDAY, DECEMBER 11, 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
Presented By: Thomas D Jex, City Attorney

RECOMMENDATION:
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:

Alexa Hoecker et al v. City of Wildomar; case number CVME2403770

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.

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

Title: City Manager.

The City Council will meet in closed session to hold a conference with its Labor Negotiator regarding Unrepresented Employee pursuant to Government Code 54957.6.

Agency representative: Mayor Bridgette Moore
Unrepresented employee: City Manager

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

Title: City Attorney

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: City Sponsors for Special Events 2024
2. Recognition: Tri-City Gators Cheer Teams
3. Recognition: Julia Lee Performing Arts Academy
4. Holiday Light Home Decorating Contest 2024 Winners

DEPARTMENT REPORTS

Wildomar Library Quarterly Update - July - Sept. 2024

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 - November 13, 2024.

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Approve the minutes as presented.

1.2 November 2024 City Warrant Register

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Year 2024/2025:
1. Warrant Register dated 11-07-2024 in the amount of $23,074.96.
2. Warrant Register dated 11-14-2024 in the amount of $584,377.26.
3. Warrant Register dated 11-21-2024 in the amount of $142,963.58.
4. Warrant Register dated 11-27-2024 in the amount of $82,463.17
5. Wire Transfer Register dated 11-30-2024 in the amount of $349,809.41.
6. Payroll Register dated 12-01-2024 in the amount of $278,884.41.

1.3 October 2024 City Treasurers Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the Treasurer's Report for October 2024.

1.4 2nd Reading of Ordinance No. 243 for Development Agreement No. 24-0035

Location: N/A
Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:

Adopt an Ordinance entitled:

ORDINANCE NO. 243

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)

1.5 **2nd Reading of 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:
Adopt an Ordinance entitled:

ORDINANCE NO. 244
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

1.6 **2nd Reading of Ordinance 245 amending Chapter 3.32 of City of Wildomar Municipal Code to provide informal bidding procedures under the Uniform Public Construction Cost Accounting Act (CUPCCAA)**
Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:
Adopt an Ordinance entitled:

ORDINANCE NO. 245
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)

1.7 **2nd Reading of Ordinance No. 246 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:
Adopt an Ordinance entitled:

ORDINANCE NO. 246
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 5.04 (BINGO) OF THE WILDOMAR MUNICIPAL CODE

1.8 TUMF Agreement Amendments for the Wildomar Trail and Bundy Canyon Rd. I-15 Interchange Projects

Location: Wildomar Trail/I-15 and Bundy Canyon Rd./I-15
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

1. Authorize the City Manager to execute TUMF Agreement Amendments with the Western Riverside Council of Governments for the Wildomar Trail/I-15 Interchange Improvement and the Bundy Canyon Rd./I-15 Interchange Improvement Projects.

2. Approve a budget adjustment in Fund 503 (TUMF) to both decrease appropriations by $1,485,000 and decrease budgeted revenues by $1,485,000 for CIP 070 (Bundy Canyon Rd./I-15 Interchange Improvement Project).

3. Approve a budget adjustment in Fund 503 (TUMF) to both decrease appropriations by $1,485,000 and decrease budgeted revenues by $1,485,000 for CIP 074 (Wildomar Trail/I-15 Interchange Improvement Project).

1.9 Wildomar Cottages Affordable Housing Agreement and Declaration of Restrictive Covenants

Location: 32650 Mesa Drive, Wildomar, CA
Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:

Approve and authorize the City Manager to sign the Affordable Housing Agreement and Declaration of Restrictive Covenants regarding the Wildomar Cottages affordable housing project in substantially the same form as included in the agenda packet and authorize the City Manager to make modest adjustments as necessary.

1.10 Parcel Map No. 36612 Westpark Promenade Final Map Approval and Subdivision Improvement Agreement

Location: Vacant Property East of I-15, between Catt Rd. and Depasqualle Rd.
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, APPROVING THE FINAL MAP FOR TENTATIVE PARCEL MAP 36612 WESTPARK PROMENADE AND AUTHORIZING THE CITY MANAGER TO EXECUTE
THE SUBDIVISION IMPROVEMENT AGREEMENT

2. Authorize the City Manager to execute BMP Agreements with CRP/CWR Westpark Project, LLC for the Westpark Promenade development project.

1.11 Wildomar Commerce Center - Public Improvement Agreements and BMP Agreements

Location: Southwest Corner of Clinton Keith Rd. and Elizabeth Ln.
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

Authorize the City Manager to execute the BMP Agreements and Public Improvement Agreement with White Sable, LLC and Wildomar One, LLC (Developer) for Off-site Improvements for the Wildomar Commerce Center development project.

1.12 Amending the Organization, Objectives and Responsibilities of the Wildomar Community Parks Funding Measure (Measure Z) Citizen's Oversight Advisory Committee and Committee Member Volunteers Description.

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Adopt a Resolution Entitled:

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING RESOLUTION NO. 2013-05 AND APPROVING A RESOLUTION ESTABLISHING THE ORGANIZATION, OBJECTIVES AND RESPONSIBILITIES OF A WILDOMAR COMMUNITY PARKS FUNDING MEASURE CITIZEN'S OVERSIGHT ADVISORY COMMITTEE AND COMMITTEE MEMBER VOLUNTEERS DESCRIPTION

1.13 Amending the Organization, Objectives and Responsibilities of the Measure AA Citizen's Oversight Advisory Committee and Committee Member Volunteers Description.

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:

Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING RESOLUTION NO. 2019-12 AND APPROVING A RESOLUTION ESTABLISHING THE ORGANIZATION, OBJECTIVES AND RESPONSIBILITIES OF A WILDOMAR MEASURE AA CITIZEN'S OVERSIGHT ADVISORY COMMITTEE AND COMMITTEE MEMBER VOLUNTEERS DESCRIPTION

1.14 Third Amendment to Agreement with Architerra Design Group for the 20-Acre Park Project (CIP 099)
Location: Gierson Avenue
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the City Manager to execute the Third Amendment to the Agreement with Architerra Design Group for the 20-Acre Park Project for an amount not to exceed $3,100.

1.15 First Amendment to Agreement for The Collection and Transportation of Solid Waste, Recyclable Materials, Organic Waste, and Construction and Demolition Debris (Collection Services) and other Specified Services with CR&R
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the City Manager to execute the First Amendment to the Agreement for The Collection and Transportation of Solid Waste, Recyclable Materials, Organic Waste, and Construction and Demolition Debris (Collection Services) and other Specified Services with CR&R.

1.16 First Amendment to Agreement with HdL Software for Business Registration Management: One-Year Extension of Time and Revision to Scope of Services
Presented By: Kimberly Davidson , Economic Development Department

RECOMMENDATION:
Approve First Amendment for City Manager's signature.

1.17 Agreement with Southern California Edison (SCE) for Utility Relocation Design for the Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2)
Location: Bundy Canyon Rd. (Oak Canyon Dr. to The Farm Rd.)
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the Public Works Director to sign the Preliminary Design and Engineering Agreement with Southern California Edison for the design of utility relocations for the Bundy Canyon Rd. Improvement Project, Segment 2.

2. PUBLIC HEARINGS

2.1 **Allocation of Community Development Block Grant (CDBG) Funds for Fiscal Year 2025/2026 Program Year**
Presented By: Cameron Luna , Public Works/ Engineering Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2025 / 2026

3. GENERAL BUSINESS

3.1 **Provide an Additional Health Benefit Allotment for Employees Covering One or More Dependents, Using Current Excess Budgeted Health Benefit Allotment**
Presented By: Emily Wolf , Administrative Services Department

RECOMMENDATION:
Adopt a resolution entitled:

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, PROVIDING ADDITIONAL HEALTH BENEFIT ALLOTMENT FOR PLAN YEAR 2025 USING CURRENT BUDGETED FUNDS FOR HEALTH PREMIUMS

3.2 **Amend the Existing Pay Plan to Bring All Classification Compensations to Median and Add New Classifications, Add New Position Classification Descriptions, and Revise the Position Classification Schedule**
Presented By: Emily Wolf , Administrative Services Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 -_____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING FIVE NEW CLASSIFICATION DESCRIPTIONS; APPROVING THE POSITION CLASSIFICATION SCHEDULE TO INCLUDE FIVE NEW CLASSIFICATIONS, REMOVING THE PRINCIPAL ENGINEER/CITY ENGINEER CLASSIFICATION, AND ADD THE RETIRED ANNUITANT TITLES; AND AMENDING THE EXISTING PAY PLAN TO INCLUDE THESE POSITIONS, AS WELL AS BRING ALL POSITION COMPENSATIONS UP TO MARKET MEDIAN AND ADJUST FOR COMPACTION BY JANUARY 1, 2026

3.3 FY2024-25 1st Quarter Budget Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Review and approve the Fiscal Year 2024-25 1st Quarter Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2024-25 BUDGETED REVENUES AND EXPENSES AND ADOPTING A REVISED SCHEDULE OF AUTHORIZED POSITIONS

3.4 Planning Commission Appointments

Presented By: Matthew Bassi , Planning Department

RECOMMENDATION:

1. Review current Planning Commission Appointments, and keep existing appointment(s); and/or

2. Review current Planning Commission Appointments and vote to remove a member(s) from office and direct the City Clerk to advertise per Section 2.24.020 of the Wildomar Municipal Code; and/or

3. Provide feedback or direction to staff to make changes to the Planning Commission application.

3.5 Community Services 2025 Special Events, Partnerships, and Activities

Presented By: Annelle Rosales , Community Services Department

RECOMMENDATION:

Approve the Community Services 2025 Special Events Calendar.

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 - Dec 2024
4. Review Cannabis Ordinances - DePhillippo - TBD
5. Park Naming Policy - DePhillippo - TBD

ADJOURN THE CITY COUNCIL MEETING

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

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

PUBLIC COMMENTS

BOARD COMMUNICATIONS

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

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

4.1 City Council/Cemetery District Minutes - November 13, 2024.
Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Approve the minutes as presented.

4.2 November 2024 Cemetery Warrant Register
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Approve the following:

For Fiscal Year 2024/2025
1. Warrant Register dated 11-07-2024 in the amount of $249.54.
2. Warrant Register dated 11-14-2024 in the amount of $1,529.99.
3. Warrant Register dated 11-21-2024 in the amount of $3,593.06.
4. Warrant Register dated 11-27-2024 in the amount of $573.64.

4.3 **October 2024 Cemetery Treasurers Report**
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Approve the Treasurer's Report for October 2024.

4.4 **Resolution opting in to CUPCCAA for the Cemetery District to provide informal bidding procedures under the Uniform Public Construction Cost Accounting Act.**
Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:
Adopt a resolution entitled:

RESOLUTION NO. WCD2024 - ____
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT IN THE MATTER OF UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

5. CEMETERY PUBLIC HEARINGS
No items scheduled.

6. CEMETERY GENERAL BUSINESS
No items scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

PARTICIPATION

MEETINGS

Regular City Council Meetings are held on the 2nd Wednesday of every month at 6:00 P.M., except for in 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 "Live Video 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 and/or www.wildomar.gov (Effective December 6, 2024). 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 and/or wildomar.gov.

Janet Morales, CMC
City Clerk
Dated: December 5, 2024

CITY OF WILDOMAR
MEETING (CCR)
CLOSED SESSION

Meeting Date: December 11, 2024

SUBJECT: CLOSED SESSION

ACTION:
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:

Alexa Hoecker et al v. City of Wildomar; case number CVME2403770

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.

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

Title: City Manager.

The City Council will meet in closed session to hold a conference with its Labor Negotiator regarding Unrepresented Employee pursuant to Government Code 54957.6.

Agency representative: Mayor Bridgette Moore
Unrepresented employee: City Manager

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

Title: City Attorney

CITY OF WILDOMAR
MEETING (CCR)
DEPARTMENT REPORT

Meeting Date: December 11, 2024

SUBJECT: Wildomar Library Quarterly Update - July - Sept. 2024

ACTION:
Receive and File.

FISCAL IMPACT:
As this is merely a report on activities, it does not have any fiscal impact.

ATTACHMENTS:
1. Wildomar Library Presentation

Wildomar Library Report

Third Quarter:
July August September 2024



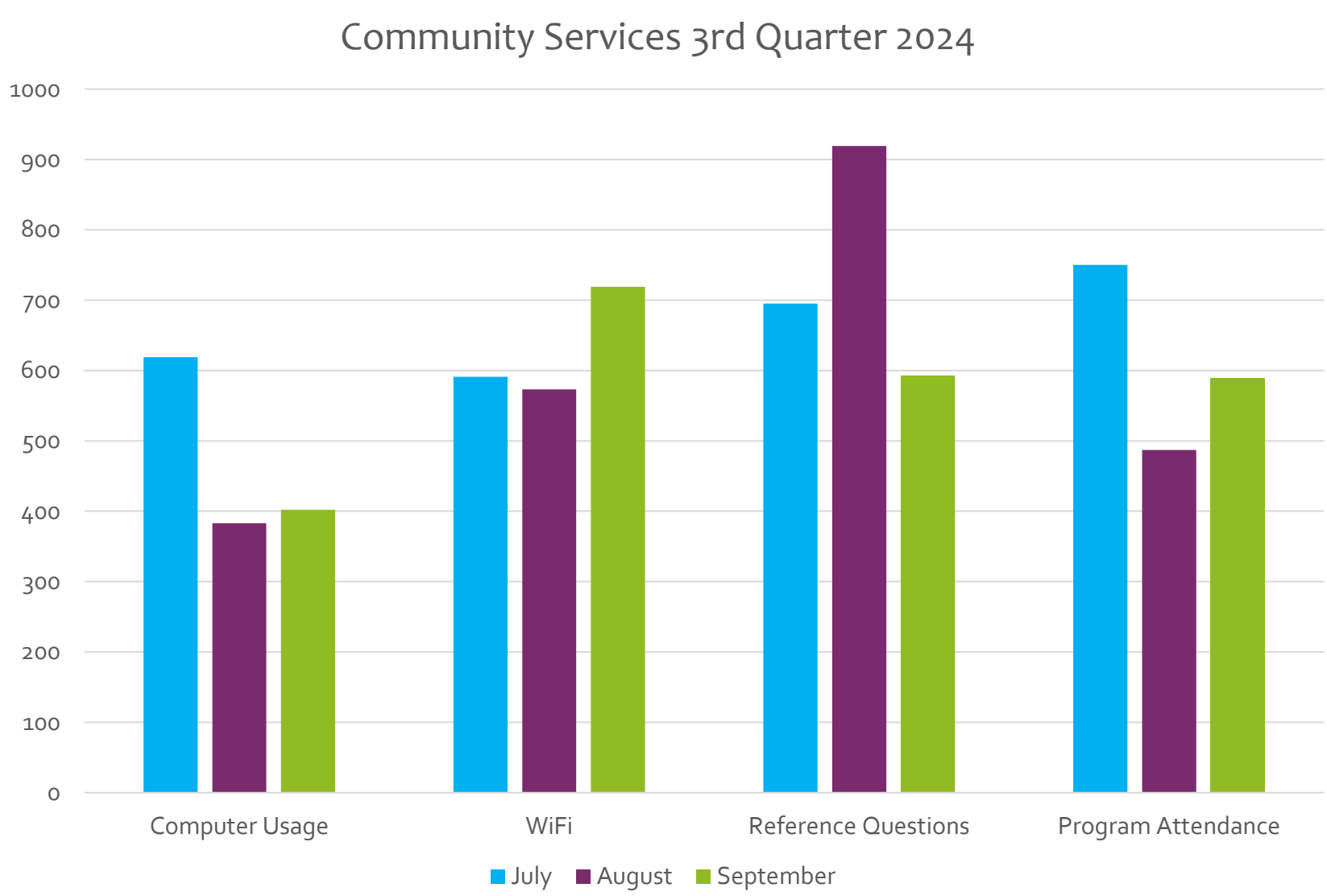
Community Services

Computer Sessions
619 / 383 /402= 1,404

WiFi Sessions
591 / 573 / 719 = 1883

Reference Questions
695 / 919 / 593 = 2207

Program Attendance
750 / 487 / 589 = 1826

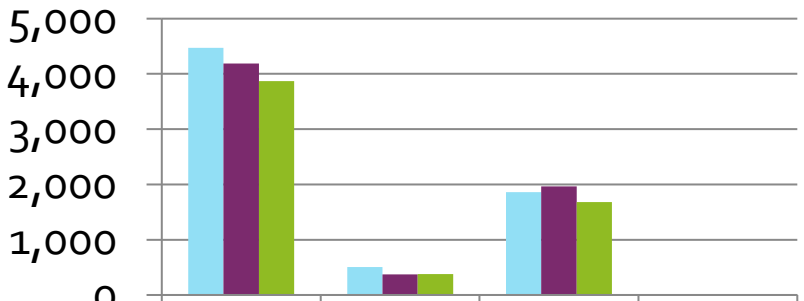


Literacy and Educational Services



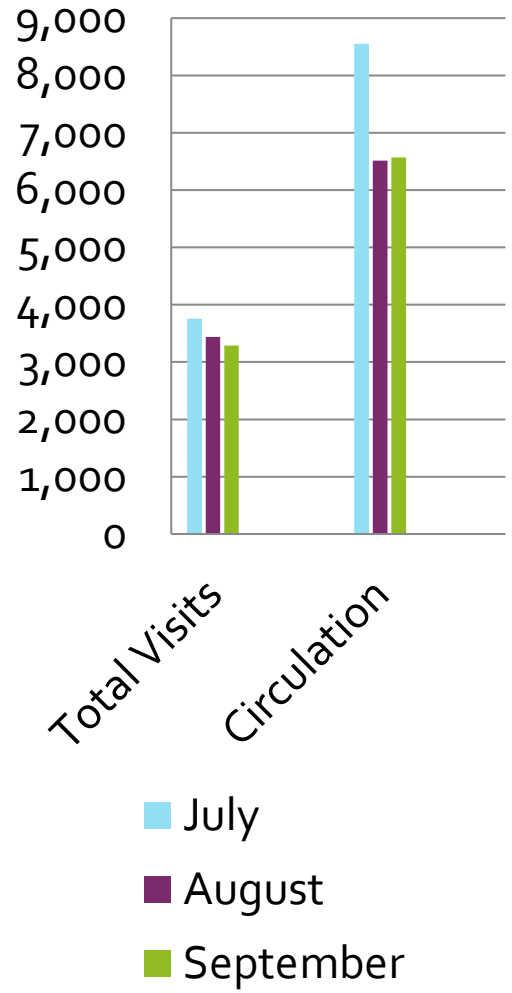
- Total Visits 3,756/ 3,435 / 3,288 = 10,479
- Circulation 8,553 / 6,515 / 6,572 = 21,640
- Total Programs 39 / 23 / 31 = 93
- New Memberships 64 / 91 / 88 = 243
- Total Open Hours 196 / 201 / 180 = 577

Circulation by Age Category



	Child	YA	Adult
July	4,470	505	1,863
August	4,187	371	1,966
September	3,869	379	1,679

Library Traffic



New and Upcoming Programs and Services

Fiero

Online and inhouse curriculum in HTML, CSS, JavaScript, Python,

Robocoders Lab

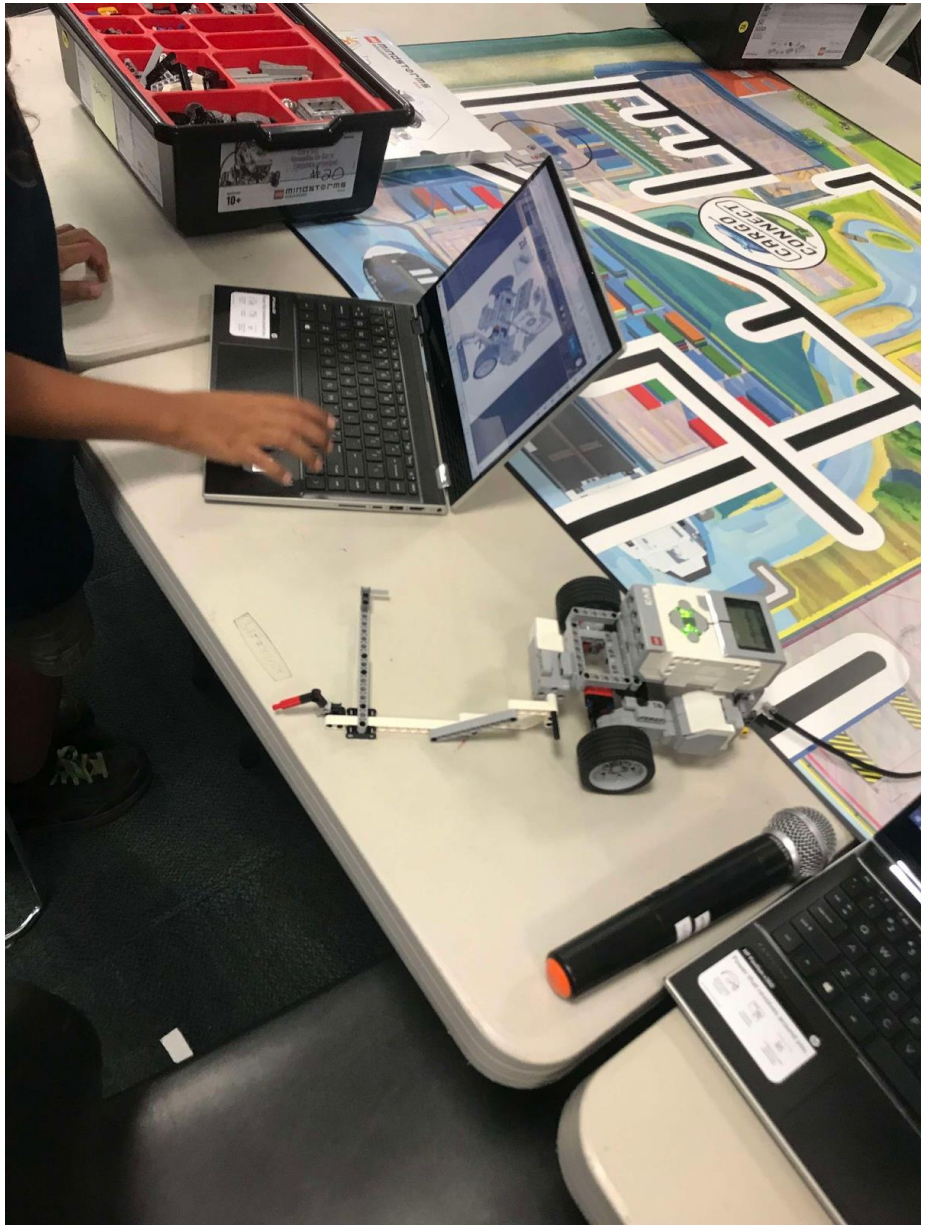
Programmable Lego type building

Financial Program for Spanish Speakers

Dec 14

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CITY OF WILDOMAR
MEETING (CCR)
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: December 11, 2024

SUBJECT: City Council/Cemetery District Minutes - November 13, 2024.

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, NOVEMBER 13, 2024
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

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

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

The Regular Closed Session was called to order by Mayor Pro Tem DePhillippo at 5:06 p.m.

ROLL CALL

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

Members absent: Bridgette Moore

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

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

• 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

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 Mayor Pro Tem DePhillippo.

PRESENTATIONS

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

DEPARTMENT REPORTS

Police Department Quarterly Update

Fire Department Quarterly Update

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

Members absent: None.

PUBLIC COMMENTS

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

1. Greg Langworthy, United Sovereign Americans, with time donated by Veronica Langworthy, resident for a total of 6 minutes.
2. Michael Rpfiefer, United Sovereign Americans.
3. Jim Niederrecker, United Sovereign Americans.

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 Ashlee DePhillippo 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

Councilmember Morabito requested to pull item 1.6 for discussion. Councilmember Marquez requested to pull item's 1.5 and 1.13 for discussion.

Moved by Joseph Morabito; seconded by Carlos Marquez to approve the Consent Calendar.

Motion Approved: 4 - 0

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

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

Approved the minutes as presented.

1.2) October 2024 City Warrant Register

Approved 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

Approved the Treasurer's Report for September 2024.

1.4) Wildomar Crossroads Rough Grading Agreement and BMP Agreements

Authorized 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

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

3. Approved 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

1. Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 65
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

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

2. Waived 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)

1. Adopted a Resolution entitled:

RESOLUTION 2024 - 66
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.

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 67
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

Authorized 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

Authorized 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.

Authorized 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

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

2. Waived 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

Public Hearing was continued from November 13, 2024.

Public Works Director Farag presented the staff report.

There being no public testimony, Mayor Moore closed the Public Hearing.

Moved by Joseph Morabito; seconded by Carlos Marquez to Adopt Resolution entitled:

RESOLUTION NO. 2024 - 62
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)

Motion Approved: 4 - 0

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

Moved by Carlos Marquez; seconded by Joseph Morabito to Adopt a Resolution entitled:

RESOLUTION NO. 2024 - 63
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)

Motion Approved: 4 - 0

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

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

Mayor Moore opened the Public Hearing.

Public Works Director Farag presented the staff report.

There being no public testimony, Mayor Moore closed the Public Hearing.

Moved by Carlos Marquez; seconded by Joseph Morabito to Adopt Resolution entitled:

RESOLUTION NO. 2024 - 68
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)

Motion Approved: 4 - 0

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

Moved by Carlos Marquez; seconded by Joseph Morabito to Adopt a Resolution entitled:

RESOLUTION NO. 2024 - 69
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)

Motion Approved: 4 - 0

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

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

Mayor Moore opened the Public Hearing.

Public Works Director Farag presented the staff report.

There being no public testimony, Mayor Moore closed the Public Hearing.

Moved by Dustin Nigg; seconded by Carlos Marquez to Adopt Resolution entitled:

RESOLUTION NO. 2024 - 70
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)

Motion Approved: 5 - 0

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

Moved by Dustin Nigg; seconded by Ashlee DePhillippo to Adopt a Resolution entitled:

RESOLUTION NO. 2024 - 71
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)

Motion Approved: 5 - 0

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

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.

Mayor Moore opened the Public Hearing.

The following provided public comment:
1. Eric Cushman, Affirmed Housing.
2. Veronica Langworthy, resident.

Moved by Joseph Morabito; seconded by Dustin Nigg to Adopt a Resolution entitled:

RESOLUTION NO. 2024 - 72
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

Motion Approved: 4 - 1

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

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).

Senior Planner Lachgar and Cake House Applicant provided the staff report.

The following provided public comment:
1. Veronica Langworthy, resident.
2. Greg Langworthy, resident.

Moved by Dustin Nigg; seconded by Joseph Morabito to 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 - 73
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)

Motion Approved: 3 - 2

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

Moved by Dustin Nigg; seconded by Joseph Morabito to Introduce and Approve for First Reading an Ordinance entitled:

ORDINANCE NO. 243
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)

Motion Approved: 3 - 2

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

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

Administrative Services Director Schrader presented the staff report.

Moved by Dustin Nigg; seconded by Carlos Marquez to Introduce and approve the first reading of an ordinance entitled:

ORDINANCE NO. 244
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

Motion Approved: 5 - 0

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

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

Administrative Services Director Schrader presented the staff report.

Moved by Dustin Nigg; seconded by Joseph Morabito to Adopt a resolution entitled:

RESOLUTION NO. 2024 - 74
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, IN THE MATTER OF UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

Motion Approved: 5 - 0

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

Moved by Dustin Nigg; seconded by Carlos Marquez to Introduce and approve the first reading of an Ordinance entitled:

ORDINANCE NO. 245
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)

Motion Approved: 5 - 0

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

Absent: None

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

City Clerk Morales presented the staff report.

Moved by Bridgette Moore to Introduce and approve the first reading of an Ordinance entitled:

ORDINANCE NO. 246
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 5.04 (BINGO) OF THE WILDOMAR MUNICIPAL CODE

Motion Approved: 5 - 0

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

CITY MANAGER REPORT

City Manager York presented the update.

FUTURE AGENDA ITEMS

Added:

Review Cannabis Ordinances- DePhillippo
Park Naming Policy - Marquez

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Moore adjourned the City Council Meeting at 8:45 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 8:45 p.m.

ROLL CALL

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

Members absent: None.

PUBLIC COMMENTS

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

BOARD COMMUNICATIONS

There were no board communications.

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Dustin Nigg; seconded by Joseph Morabito 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 - October 9, 2024.

Approved the minutes as presented.

4.2) October 2024 Cemetery Warrant Register

Approved 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

Approve the Treasurer's Report for September 2024.

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

Motion Failed: 0 - 0

Voting For: None
Voting Against: None
Abstain: None
Absent: None

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 8:47 p.m.

Submitted by:



_____

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
MEETING (CCR)
CONSENT CALENDAR
Agenda Staff Report # 1.2
Meeting Date: December 11, 2024

SUBJECT: November 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 11-07-2024 in the amount of $23,074.96.
2. Warrant Register dated 11-14-2024 in the amount of $584,377.26.
3. Warrant Register dated 11-21-2024 in the amount of $142,963.58.
4. Warrant Register dated 11-27-2024 in the amount of $82,463.17
5. Wire Transfer Register dated 11-30-2024 in the amount of $349,809.41.
6. Payroll Register dated 12-01-2024 in the amount of $278,884.41.

SUMMARY:
November 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 11.30.24.pdf

ınsaction Na	Paying Transaction	Amount Paid	Bill Date	Payment Date	Amount (Credit)	Vendor	Memo
Bill #10142	Bill Payment #218990	1800	10/14/2024	11/7/2024	1,800.00	NGUYEN & LE, LLC	Extension of Temporary Construction Easement - Palomar/Gruwell Road Widening Project
Bill #10142	Bill Payment #218983	1600	10/14/2024	11/7/2024	1,600.00	EASTLER, LLC	Extension of Temporary Construction Easement for APN# 376-052-002
Bill #10142	Bill Payment #218993	300	10/14/2024	11/7/2024	300.00	SARWAR FAMILY TRUST	Extension of Temporary Construction Easement - Palomar St., North of Elm
Bill #84034	Bill Payment #218991	165	9/30/2024	11/7/2024	165.00	PLACEWORKS	September 2024 Contractual Svc - Project Related
Bill #84036	Bill Payment #218991	41.25	9/30/2024	11/7/2024	41.25	PLACEWORKS	September 2024 Contractual Svc - Project Related
Bill #84037	Bill Payment #218991	82.5	9/30/2024	11/7/2024	82.50	PLACEWORKS	September 2024 Contractual Svc - Project Related
Bill #10242	Bill Payment #218999	75	10/24/2024	11/7/2024	75.00	STRONG, KIM	Planning Commission Meeting 10/23/24
Bill #10242	Bill Payment #218985	75	10/24/2024	11/7/2024	75.00	FILAR, ERIC	Planning Commission Meeting 10/23/24
Bill #10242	Bill Payment #218978	75	10/24/2024	11/7/2024	75.00	BANKS, ARRIN	Planning Commission Meeting 10/23/24
Bill #10242	Bill Payment #218980	75	10/24/2024	11/7/2024	75.00	CAMBERO, GEORGE	Planning Commission Meeting 10/23/24
Bill #65832	Bill Payment #218982	182.5	10/24/2024	11/7/2024	182.50	DEANZA TERMITE & PEST CONTROL, INC	Pest Control Cemetery 10/24/24
Bill #65831	Bill Payment #218982	50	10/24/2024	11/7/2024	50.00	DEANZA TERMITE & PEST CONTROL, INC	Pest Control Marna (10/22/24)
Bill #10312	Bill Payment #219001	240.53	10/31/2024	11/7/2024	240.53	BAGGIO, TINA	Mileage Reimbursement: 10/21/24-10/25/24
Bill #17355	Bill Payment #218992	113.44	10/30/2024	11/7/2024	113.44	PRINT POSTAL	Election Signs
Bill #46575	Bill Payment #218979	597.6	10/17/2024	11/7/2024	597.60	BIO-TOX LABORATORIES	RC Sheriff- Lab Services
Bill #46576	Bill Payment #218979	782	10/17/2024	11/7/2024	782.00	BIO-TOX LABORATORIES	RC Sheriff- Lab Services
Bill #PE00(	Bill Payment #218981	761.94	10/10/2024	11/7/2024	761.94	COUNTY OF RIVERSIDE PUBLIC, SAFETY ENTERPRISE COMMUNI	Monthly Radio Communication - Sheriff
Bill #95816	Bill Payment #219000	165	10/1/2024	11/7/2024	165.00	T-MOBILE USA INC	Case Investigation WI242610010
Bill #11072	Bill Payment #218986	50	11/7/2024	11/7/2024	50.00	FRANCHISE TAX BOARD	Withholding Order - S Stanton Case #562175172
Bill #11072	Bill Payment #218986	100	11/7/2024	11/7/2024	100.00	FRANCHISE TAX BOARD	Withholding Order - R Berroteran Case #545957597
Bill #33400	Bill Payment #218994	500.93	10/17/2024	11/7/2024	500.93	SIGNS BY TOMORROW	Decals for Vehicles
Bill #11012	Bill Payment #218997	255.46	11/1/2024	11/7/2024	255.46	EDISON	10/01/24-10/31/24 Electric CFD 2013-001-Zone 2
Bill #11012	Bill Payment #218997	206.82	11/1/2024	11/7/2024	206.82	EDISON	10/01/24-10/31/24 Electric CFD 2013-001-Zone 3
Bill #11012	Bill Payment #218997	56.71	11/1/2024	11/7/2024	56.71	EDISON	10/01/24-10/31/24 20505 Palomar St (Marna)
Bill #11012	Bill Payment #218997	132.42	11/1/2024	11/7/2024	132.42	EDISON	10/01/24-10/31/24 Electric CFD 2013-001 Zone 3
Bill #11012	Bill Payment #218997	66.21	11/1/2024	11/7/2024	66.21	EDISON	10/01/24-10/31/24 CFD Zone 2
Bill #11012	Bill Payment #218997	251.34	11/1/2024	11/7/2024	251.34	EDISON	10/01/24-10/31/24 Electric CFD 2013-001 Zone 5

Bill #11012	Bill Payment #218997	35.16	11/1/2024	11/7/2024	35.16	EDISON	10/01/24-10/31/24 CFD 2013-1 Orange/Corazza
Bill #11042	Bill Payment #218995	1824	11/4/2024	11/7/2024	1,824.00	SMITH RANCH SELF STORAGE	Prepayment for Nov - June 2025 Fleet Storage for Space RV021
Bill #9064	Bill Payment #218988	2659.72	10/28/2024	11/7/2024	2,659.72	Johnson Equipment Company	Light bars for new fleet vehicle
Bill #13259	Bill Payment #218984	1598.2	10/30/2024	11/7/2024	1,598.20	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/17/24-10/18/24 Water Zone 3 Loc 35 M1
Bill #13252	Bill Payment #218984	2852.24	10/28/2024	11/7/2024	2,852.24	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/13/24-10/14/24 Water Zone 42 Loc 01 M1
Bill #10282	Bill Payment #218989	38.81	10/28/2024	11/7/2024	38.81	MORALES, JANET	Mileage Reimbursement: 10/16/24-10/17/24
Bill #80087	Bill Payment #218998	337.38	10/25/2024	11/7/2024	337.38	STERICYCLE, INC	Contractual Shredding Svc
Bill #99769	Bill Payment #219002	1404.59	10/22/2024	11/7/2024	1,404.59	VERIZON WIRELESS	Verizon 10/23/24-11/22/24
Bill #99769	Bill Payment #219002	40.01	10/22/2024	11/7/2024	40.01	VERIZON WIRELESS	Verizon 10/23/24-11/22/24
Bill #SIN04	Bill Payment #218987	3039.12	9/30/2024	11/7/2024	3,039.12	HDL SOFTWARE LLC.	September 2024 HDL Fees
Bill #1KM6	Bill Payment #218977	336.06	11/1/2024	11/7/2024	336.06	AMAZON CAPITAL SERVICES	Amazon Billing Period 10/1/24-10/31/24
Bill #11012	Bill Payment #218996	132.4	11/1/2024	11/7/2024	132.40	EDISON	10/01/24-10/31/24 CFD Zone 3
Bill #11012	Bill Payment #218996	225.16	11/1/2024	11/7/2024	225.16	EDISON	10/01/24-10/31/24 CFD Zone 3
Bill #44266	Bill Payment #219005	3194.29	8/30/2024	11/14/2024	3,194.29	INLAND EMPIRE LANDSCAPE INC	Citywide Irrigation Repairs - Aug 2024
Bill #44471	Bill Payment #219005	2677.4	9/30/2024	11/14/2024	2,677.40	INLAND EMPIRE LANDSCAPE INC	Landscape Maintenance - Sep 2024
Bill #53045	Bill Payment #219015	6784.1	10/18/2024	11/14/2024	6,784.10	MARK THOMAS & COMPANY INC.	Design for CIP028-2 and CIP067-1
Bill #23164	Bill Payment #219004	1480.75	9/30/2024	11/14/2024	1,480.75	ST. FRANCIS ELECTRIC	Traffic Signal Maintenance - September 2024
Bill #23164	Bill Payment #219004	1464.09	8/31/2024	11/14/2024	1,464.09	ST. FRANCIS ELECTRIC	Traffic Signal Maintenance Services August 2024
Bill #23164	Bill Payment #219004	1250.83	8/31/2024	11/14/2024	1,250.83	ST. FRANCIS ELECTRIC	Traffic Signal Maintenance Services August 2024
Bill #23164	Bill Payment #219004	438.59	8/31/2024	11/14/2024	438.59	ST. FRANCIS ELECTRIC	Traffic Signal Maintenance Services August 2024
Bill #SH00(	Bill Payment #219012	426178.9	10/23/2024	11/14/2024	426,178.94	RIVERSIDE COUNTY, SHERIFF'S DEPARTMENT	BP#3 Contract Law Enforcement Through 8/22/24-9/18/24
Bill #84032	Bill Payment #219007	6998.88	9/30/2024	11/14/2024	6,998.88	PLACEWORKS	Sep 2024 Prof. Svcs. - 27 Acre Park CIP 062-1
Bill #84033	Bill Payment #219007	294.53	9/30/2024	11/14/2024	294.53	PLACEWORKS	Sep 2024 Prof. Svcs. - CIP 099 20-Acre Park
Bill #2024-(	Bill Payment #219003	6770	8/27/2024	11/14/2024	6,770.00	TKE ENGINEERING INC	Traffic Engineering - 7/1/2024-7/31/2024
Bill #1180	Bill Payment #219018	500	10/25/2024	11/14/2024	500.00	THE ENDEAVOR PRODUCTION, GROUP	Mayor's Minute - Oct 24 - Be sure to vote
Bill #2024-'	Bill Payment #219003	457	8/1/2024	11/14/2024	457.00	TKE ENGINEERING INC	Contractual Svc 08/01/24-08/31/24
Bill #23164	Bill Payment #219004	1546.13	9/30/2024	11/14/2024	1,546.13	ST. FRANCIS ELECTRIC	TS Response Palomar & McVicar
Bill #33489	Bill Payment #219025	594.05	10/30/2024	11/14/2024	594.05	SIGNS BY TOMORROW	Wildomar Public Hearing Sign
Bill #38183	Bill Payment #219024	90.23	10/30/2024	11/14/2024	90.23	STAUFFERS LAWN EQUIPMENT	Departmental Supplies
Bill #92945	Bill Payment #219008	141.38	10/31/2024	11/14/2024	141.38	CINTAS CORPORATION	SD Eyewash Service Agreement
Bill #42101	Bill Payment #219021	151.99	10/31/2024	11/14/2024	151.99	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #11022	Bill Payment #219029	60.94	11/2/2024	11/14/2024	60.94	SPARKLETTS	Cemetery Drinking Water Through 11/02/24
Bill #31068	Bill Payment #219031	201.85	10/28/2024	11/14/2024	201.85	PITNEY BOWES	Postage Meter Rental 9/16/24-12/15/24
Bill #37751	Bill Payment #219016	214.24	10/28/2024	11/14/2024	214.24	GREAT AMERICA FINANCIAL	Canon Color Copier Syst. #019-1780554
Bill #26489	Bill Payment #219028	1137.72	11/1/2024	11/14/2024	1,137.72	INNOVATIVE DOCUMENT SOLUTIONS	10/01/24-10/31/24 Contract Copier Services Maintenance/Repairs, Ink/Toner (5 Copies)

Bill #82226 Bill Payment #219009	282	10/31/2024	11/14/2024	282.00	CORELOGIC SOLUTIONS, LLC	October 2024 Code Enforcement Software
Bill #52324 Bill Payment #219008	423.8	9/30/2024	11/14/2024	423.80	CINTAS CORPORATION	City Hall First Aid & Safety
Bill #52330 Bill Payment #219008	1949.44	10/3/2024	11/14/2024	1,949.44	CINTAS CORPORATION	City Hall First Aid & Safety
Bill #16159 Bill Payment #219011	184.32	11/1/2024	11/14/2024	184.32	SUNBELT RENTALS, INC.	Heavy Equipment Rental
Bill #16140 Bill Payment #219011	230.41	10/29/2024	11/14/2024	230.41	SUNBELT RENTALS, INC.	Equipment Rental
Bill #16007 Bill Payment #219011	358.4	10/1/2024	11/14/2024	358.40	SUNBELT RENTALS, INC.	Equipment Rental
Bill #32989 Bill Payment #219013	75315.72	10/14/2024	11/14/2024	75,315.72	BURKE, WILLIAMS AND SORENSON,, LLP	Legal Services
Bill #INV06 Bill Payment #219030	2750	11/7/2024	11/14/2024	2,750.00	AVENU MUNISERVICES	ACFR - October 2024 FY 2023-24
Bill #INV06 Bill Payment #219030	388.51	11/6/2024	11/14/2024	388.51	AVENU MUNISERVICES	Clearview /STARS Service for 2nd Quarter 2024 Data
Bill #17051 Bill Payment #219019	412	10/28/2024	11/14/2024	412.00	DATA TICKET, INC.	September 2024 online Access
Bill #17112 Bill Payment #219019	528.55	10/28/2024	11/14/2024	528.55	DATA TICKET, INC.	September 2024 Daily Citation Processing
Bill #03508 Bill Payment #219026	40.95	10/31/2024	11/14/2024	40.95	GOVERNMENT FORMS & SUPPLIES	Registered Engineer Stamper (Dan York)
Bill #11062 Bill Payment #219017	172.04	11/6/2024	11/14/2024	172.04	EDISON	10/01/24-10/31/24 Electric Wildomar City Lamps
Bill #11012 Bill Payment #219017	6219.55	11/1/2024	11/14/2024	6,219.55	EDISON	10/01/24-10/31/24 CSA103 Sales Acquisition
Bill #11062 Bill Payment #219017	24.33	11/6/2024	11/14/2024	24.33	EDISON	10/01/24-10/31/24 Hidden Springs/Clinton Keith
Bill #13255 Bill Payment #219006	769.29	10/29/2024	11/14/2024	769.29	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/16/24-10/17/24 Water Zone 3 Loc 23 M1
Bill #13255 Bill Payment #219006	105.49	10/29/2024	11/14/2024	105.49	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/16/24-10/17/24 Water Zone 30 Loc 2
Bill #13255 Bill Payment #219006	109.74	10/29/2024	11/14/2024	109.74	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/16/24-10/17/24 Water Zone 3 Loc 49 M1
Bill #13256 Bill Payment #219006	184.05	10/29/2024	11/14/2024	184.05	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/16/24-10/17/24 Water Zone 51 Loc 1
Bill #13256 Bill Payment #219006	713.39	10/29/2024	11/14/2024	713.39	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/16/24-10/17/24 Water Baseball Field
Bill #13256 Bill Payment #219006	1406	10/29/2024	11/14/2024	1,406.00	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/16/24-10/17/24 Water Windsong Park
Bill #13256 Bill Payment #219006	1016.95	10/29/2024	11/14/2024	1,016.95	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/16/24-10/17/24 Water Zone 3 Loc 29 M1
Bill #13256 Bill Payment #219006	396.74	10/29/2024	11/14/2024	396.74	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/16/24-10/17/24 Water Zone 3 Loc 29 M2
Bill #13256 Bill Payment #219006	554	10/29/2024	11/14/2024	554.00	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/16/24-10/17/24 Water Zone 30 Loc 1
Bill #13256 Bill Payment #219006	308.02	10/29/2024	11/14/2024	308.02	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/16/24-10/17/24 Water Zone 3 Loc 42 &47 M1
Bill #13257 Bill Payment #219006	181.33	10/29/2024	11/14/2024	181.33	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/16/24-10/17/24 Water 22450 1/2 Cervera Rd
Bill #13257 Bill Payment #219006	198.35	10/29/2024	11/14/2024	198.35	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/16/24-10/17/24 Water 22450 Cervera Rd
Bill #13258 Bill Payment #219006	215.99	10/29/2024	11/14/2024	215.99	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/16/24-10/17/24 Water Zone 62 - 22933 Delca Lane

Bill #13259	Bill Payment #219006	541.45	10/29/2024	11/14/2024	541.45	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/16/24-10/17/24CFD 2022-1 NE Wildomar Trail/Margaret Ln
Bill #May 2	Bill Payment #219010	4442.93	7/1/2024	11/14/2024	4,442.93	CFT NV DEVELOPMENTS, LLC	City Hall Common Area Maintenance Contract May 2024
Bill #July 2	Bill Payment #219010	3352.79	7/31/2024	11/14/2024	3,352.79	CFT NV DEVELOPMENTS, LLC	City Hall Common Area Maintenance Contract July 2024
Bill #Augus	Bill Payment #219010	5520.93	8/31/2024	11/14/2024	5,520.93	CFT NV DEVELOPMENTS, LLC	City Hall Common Area Maintenance Contract August 2024
Bill #RS70	Bill Payment #219023	165.35	10/31/2024	11/14/2024	165.35	CORODATA RECORDS, INC.	Storage - Admin/Finance Records 10/1/24-10/31/24
Bill #20201	Bill Payment #219022	9081.26	10/31/2024	11/14/2024	9,081.26	ABSOLUTE INTERNATIONAL, SECURITY INC	Security Patrol
Bill #40097	Bill Payment #219014	803.5	10/14/2024	11/14/2024	803.50	RIGHTWAY	10/10/24-11/06/24 - Porta/Washstn - Windsong 2 Scheduled Services
Bill #3437	Bill Payment #219020	717	10/29/2024	11/14/2024	717.00	REEP FIRE PROTECTION, INC.	Annual Inspection of City's Fire Extinguishers
Bill #1103	Bill Payment #219027	3214.75	11/1/2024	11/14/2024	3,214.75	CRYSTAL CLEAN MAINTENANCE	Nov 2024 - City Hall Janitorial Services
Bill #INV-4	Bill Payment #219044	24422.81	9/15/2024	11/21/2024	24,422.81	GOVERNMENTJOBS.COM, INC	SUBSCRIPTION FEES FOR: SOFTWARE SERVICES, PERFORM, EFORMS, CORE HR. 10/01/2024-06/30/2025
Bill #10142	Bill Payment #219046	1200	10/14/2024	11/21/2024	1,200.00	GHULOUM, HIKMAT	Extension of Temporary Construction Easement - Palomar/Gruwell Road Widening Project
Bill #84031	Bill Payment #219051	15438.75	9/30/2024	11/21/2024	15,438.75	PLACEWORKS	September 2024 Contractual Svc - Project Related
Bill #2024-	Bill Payment #219053	4000	7/1/2024	11/21/2024	4,000.00	OFFICE OF ECONOMIC DEVELOPMENT	ICSC May 19-21, 2024 Las Vegas Booth
Bill #84030	Bill Payment #219051	2677.13	9/30/2024	11/21/2024	2,677.13	PLACEWORKS	September 2024 Contractual Svc- CIP 026-2, Bundy Canyon Improvement Segment 2
Bill #11003	Bill Payment #219055	5660.19	10/31/2024	11/21/2024	5,660.19	SCA OF CA, LLC	October 2024
Bill #AR05	Bill Payment #219039	5423.39	7/1/2024	11/21/2024	5,423.39	CITY OF MURRIETA	Homeless Outreach Services
Bill #13258	Bill Payment #219041	124.15	10/29/2024	11/21/2024	124.15	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/16/24-10/17/24 Water Zone 67 -Arnnett & Catt Rd
Bill #63166	Bill Payment #219049	26591.27	8/31/2024	11/21/2024	26,591.27	INTERWEST CONSULTING GROUP	CIP Professional Services for the period 8/1/24-8/31/24
Bill #1912	Bill Payment #219060	7920	10/23/2024	11/21/2024	7,920.00	WRCOG	Clean Cities Coalition Dues FY 24/25
Bill #72410	Bill Payment #219042	1550	11/4/2024	11/21/2024	1,550.00	GEOCON WEST, INC.	Contractual Svc through 10/6/2024
Bill #AR05	Bill Payment #219039	1764.97	7/1/2024	11/21/2024	1,764.97	CITY OF MURRIETA	March 2024 Homeless Outreach Services
Bill #AR05	Bill Payment #219039	6808.83	7/1/2024	11/21/2024	6,808.83	CITY OF MURRIETA	Homeless Outreach Services
Bill #72084	Bill Payment #219047	135	7/1/2024	11/21/2024	135.00	HILLSIDE HEATING & A/C INC	Check Condensate Leak
Bill #2024-	Bill Payment #219058	2229	7/31/2024	11/21/2024	2,229.00	TKE ENGINEERING INC	Contractual Svc 07/01/24-07/31/24
Bill #2024-	Bill Payment #219058	2898	8/1/2024	11/21/2024	2,898.00	TKE ENGINEERING INC	Contractual Svc 08/01/24-08/31/24
Bill #2024-9	Bill Payment #219058	2989	7/31/2024	11/21/2024	2,989.00	TKE ENGINEERING INC	General Consulting Services 07/01/24-07/31/24
Bill #08202	Bill Payment #219050	3200	8/20/2024	11/21/2024	3,200.00	NICOLAS CARRANZA	Developer Deposit Reimbursement for Unused Funds

Bill #39294	Bill Payment #219040	1664.5	11/1/2024	11/21/2024	1,664.50	CR&R INC.	WASTE AND RECYCLING SERVICES 11/01/24-11/30/24
Bill #15340	Bill Payment #219033	4600	11/5/2024	11/21/2024	4,600.00	ASCENSUS	FYE 06302024 Full GASB 75 Report
Bill #15726	Bill Payment #219035	240.78	11/5/2024	11/21/2024	240.78	CENTRAL SECURITY SERVICES	Alarm Monitoring Services 12/01/24-2/28/25
Bill #11698	Bill Payment #219057	560.92	10/25/2024	11/21/2024	560.92	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - GPA/ZOA/CA 2024-01 NOPH
Bill #11699	Bill Payment #219057	130.88	10/26/2024	11/21/2024	130.88	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - Election 2024
Bill #11699	Bill Payment #219057	199.44	10/30/2024	11/21/2024	199.44	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - CFD 2022-1 Annex 11
Bill #11699	Bill Payment #219057	199.44	10/30/2024	11/21/2024	199.44	SOUTHERN CALIFORNIA NEWS, GROUP	Legal Services - CFD 2022-1 Annex 7
Bill #91124	Bill Payment #219036	3352.79	7/1/2024	11/21/2024	3,352.79	CFT NV DEVELOPMENTS, LLC	City Hall Common Area Maintenance Contract June 2024
Bill #1046-;	Bill Payment #219048	1000	11/14/2024	11/21/2024	1,000.00	HONOR PLUMBING CO	Remove and replace urinal in restroom
Bill #37857	Bill Payment #219045	214.24	11/8/2024	11/21/2024	214.24	GREAT AMERICA FINANCIAL	Canon Color Copier Syst. #016-1585799
Bill #37853	Bill Payment #219045	359.97	11/7/2024	11/21/2024	359.97	GREAT AMERICA FINANCIAL	Canon Color Copier Syst. 020-1472515
Bill #11122	Bill Payment #219056	60.87	11/12/2024	11/21/2024	60.87	SOCALGAS	10/08/24-11/07/24 Gas p- Fire Dept 32637 Gruwell
Bill #18886	Bill Payment #219037	5.35	11/7/2024	11/21/2024	5.35	CHARTER COMMUNICATIONS	Cable through 12/07/24 - FS61
Bill #00492	Bill Payment #219032	307.07	11/11/2024	11/21/2024	307.07	AFLAC, REMITTANCE PROCESSING, CENTER	Aflac Premium Statement November 2024
Bill #11182	Bill Payment #219054	51.39	11/18/2024	11/21/2024	51.39	ROSALES, ANNELLE	Mileage Reimbursement: 11/6/2024
Bill #11182	Bill Payment #219059	74.37	11/18/2024	11/21/2024	74.37		Mileage Reimbursement: 11/3/24-11/15/24
Bill #42108	Bill Payment #219038	151.94	11/7/2024	11/21/2024	151.94	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #40202	Bill Payment #219052	452.18	10/23/2024	11/21/2024	452.18	RIGHTWAY	(2) Cemetery Restroom Maintenance/Service 10/21/24-11/17/24
Bill #13468	Bill Payment #219034	67	11/1/2024	11/21/2024	67.00	CALIFORNIA ASSOC. OF PUBLIC, CEMETERIES	Corporate Membership Dues Calendar Year 2025
Bill #13256	Bill Payment #219041	1946.45	10/29/2024	11/21/2024	1,946.45	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	09/16/24-10/17/24 Cemetery Water Services
Bill #AR05´	Bill Payment #219039	5889.57	7/1/2024	11/21/2024	5,889.57	CITY OF MURRIETA	Homeless Outreach Services
Bill #29602	Bill Payment #219043	9995	9/4/2024	11/21/2024	9,995.00	GOD'S FAN CLUB DBA: PROJECT TOUCH	To record Wildomar City Shelter Grant - August 2024
Bill #1934	Bill Payment #219089	6448.62	10/21/2024	11/27/2024	6,559.29	WRCOG	FY 24/25 Solid Waste Cooperation Dues
Bill #10002	Bill Payment #219070	310	11/7/2024	11/27/2024	310.00	RIGHTWAY	(1) Septic Pump 21400 Palomar Street
Bill #16177	Bill Payment #219062	263.64	11/6/2024	11/27/2024	263.64	SUNBELT RENTALS, INC.	Cemetery Equipment Rental
Bill #9062	Bill Payment #219076	2659.72	10/28/2024	11/27/2024	2,659.72	Johnson Equipment Company	Light Bar Install for New Code Enforcement Vehicle
Bill #11212	Bill Payment #219079	50	11/21/2024	11/27/2024	50.00	FRANCHISE TAX BOARD	Withholding Order - S Stanton Case #562175172
Bill #11212	Bill Payment #219079	100	11/21/2024	11/27/2024	100.00	FRANCHISE TAX BOARD	Withholding Order - R Berroteran Case #545957597
Bill #70550	Bill Payment #219082	5550.43	11/21/2024	11/27/2024	5,550.43	COMMERCIAL BUILDING MANAGEMENT, SERVICES INC	October 2024 Janitorial Service & supplies (2 invoices)

Bill #09-26-	Bill Payment #219067	2147.54	11/27/2024	11/27/2024	2,147.54	CARRANZA, SANDRA	Refund for Developer Deposit Project 23-0098 Permit# BAR-23-0156
Bill #CD_0(	Bill Payment #219069	17439.74	11/22/2024	11/27/2024	17,439.74	RING CENTRAL	11/21/24-11/2025 Annual Phone Lines
Bill #11092	Bill Payment #219065	628.36	11/9/2024	11/27/2024	628.36	SPARKLETTS	City Hall Drinking Water Through 11/09/24
Bill #6998	Bill Payment #219085	5200	11/6/2024	11/27/2024	5,200.00	CALIFORNIA CONSULTING, INC.	Grant Writing Service - November 2024 Retainer
Bill #08231	Bill Payment #219081	175.24	11/13/2024	11/27/2024	175.24	DIRECT TV	11/12/24-12/11/24 Cable Services - City Hall
Bill #11152	Bill Payment #219066	31.94	11/15/2024	11/27/2024	31.94	EDISON	10/16/24-11/14/24 31160 Clinton Keith Rd LS3
Bill #11152	Bill Payment #219066	42.75	11/15/2024	11/27/2024	42.75	EDISON	10/16/24-11/14/24 32975 Willow Bay Rd Rd
Bill #11152	Bill Payment #219066	96.89	11/15/2024	11/27/2024	96.89	EDISON	10/16/24-11/14/24 32975 Willow Bay Rd TC1
Bill #11142	Bill Payment #219066	157.47	11/14/2024	11/27/2024	157.47	EDISON	10/03/24-11/03/24 22378 Bundy Canyon Rd
Bill #11142	Bill Payment #219066	42.63	11/14/2024	11/27/2024	42.63	EDISON	10/14-24-11/12/24 31818 Central St LS3
Bill #11121	Bill Payment #219066	133.8	11/12/2024	11/27/2024	133.80	EDISON	10/11/24-11/11/24 Clinton Keith Rd Suite 109
Bill #11121	Bill Payment #219066	157.18	11/12/2024	11/27/2024	157.18	EDISON	10/11/24-11/11/24 Clinton Keith Rd Suite 110
Bill #11121	Bill Payment #219066	209.3	11/12/2024	11/27/2024	209.30	EDISON	10/11/24-11/11/24 Clinton Keith Rd Suite 103
Bill #11132	Bill Payment #219066	81.23	11/13/2024	11/27/2024	81.23	EDISON	10/14/24-11/12/24 24211 Clinton Keith Rd TC1
Bill #11132	Bill Payment #219066	92.67	11/13/2024	11/27/2024	92.67	EDISON	10/14-24-11/12/24 21458 Grand Ave TC1
Bill #11132	Bill Payment #219066	39.04	11/13/2024	11/27/2024	39.04	EDISON	10/14-24-11/12/24 34311 Mission Trail LS3
Bill #11132	Bill Payment #219066	92.9	11/13/2024	11/27/2024	92.90	EDISON	10/14-24-11/12/24 31818 Central TC1
Bill #11132	Bill Payment #219066	105.29	11/13/2024	11/27/2024	105.29	EDISON	10/14/24-11/12/24 34311 Mission Trail TC1
Bill #23164	Bill Payment #219063	1480.75	10/31/2024	11/27/2024	1,480.75	ST. FRANCIS ELECTRIC	Traffic Signal Maintenance - October 2024
Bill #11182	Bill Payment #219066	8254.31	11/18/2024	11/27/2024	8,254.31	EDISON	10/14/24-11/12/24 Electric Traffic Control
Bill #11202	Bill Payment #219066	44.75	11/20/2024	11/27/2024	44.75	EDISON	10/16/24-11/14/24 22628 Wildomar Trail TC1
Bill #1773	Bill Payment #219064	7000	11/15/2024	11/27/2024	7,000.00	SPICER CONSULTING GROUP	CFD 2022-1 Annex 11, Wildomar Commerce Center(100%)
Bill #1774	Bill Payment #219064	7000	11/15/2024	11/27/2024	7,000.00	SPICER CONSULTING GROUP	CFD 2022-1 Annex 7, Westpark
Bill #09232	Bill Payment #219068	210.35	11/26/2024	11/27/2024	210.35	GUILLEN, SALVADOR	Developer Deposit Reimbursement for Unused Funds
Bill #July 2(	Bill Payment #219083	812.38	7/31/2024	11/27/2024	812.38	CFT NV DEVELOPMENTS, LLC	City Hall Common Area Maintenance Contract July 2024-2
Bill #73518	Bill Payment #219078	2515	11/20/2024	11/27/2024	2,515.00	HILLSIDE HEATING & A/C INC	HVAC Annual Maintenance for City Hall Building
Bill #2024-'	Bill Payment #219061	2180	11/30/2024	11/27/2024	2,180.00	TKE ENGINEERING INC	Contractual Svc 09/01/24-09/30/24
Bill #2024-'	Bill Payment #219061	1964	11/6/2024	11/27/2024	1,964.00	TKE ENGINEERING INC	Contractual Svc 09/01/24-09/30/24
Bill #09192	Bill Payment #219073	270.87	11/26/2024	11/27/2024	270.87	SALDANA, MARIA	Developer Deposit Reimbursement for Unused Funds - BTI-23-0172
Bill #03262	Bill Payment #219074	521.18	11/26/2024	11/27/2024	521.18	KASTING, MARGO	Developer Deposit Reimbursement for Unused Funds: 23-0059 BTI-23-0171
Bill #09162	Bill Payment #219075	268.36	11/26/2024	11/27/2024	268.36	LEVICA BUILDERS INC.	Developer Deposit Reimbursement for Unused Funds: 23-0044 BTI-23-0169
Bill #11132	Bill Payment #219071	523.7	11/26/2024	11/27/2024	523.70	PONCE, PAUL	Developer Deposit Reimbursement for Unused Funds: 23-0114 #BXX-23-1958
Bill #09232	Bill Payment #219072	669.27	11/26/2024	11/27/2024	669.27	PARIS NAILS SPA	Developer Deposit Reimbursement for Unused Funds- BTI-23-0173
Bill #11212	Bill Payment #219080	75	11/21/2024	11/27/2024	75.00	FILAR, ERIC	Planning Commission Meeting 11/06/24

Bill #11212	Bill Payment #219087	75	11/21/2024	11/27/2024	75.00	BERNARD, BRIANNA	Planning Commission Meeting 11/06/24
Bill #11212	Bill Payment #219088	75	11/21/2024	11/27/2024	75.00	BANKS, ARRIN	Planning Commission Meeting 11/06/24
Bill #11212	Bill Payment #219084	75	11/21/2024	11/27/2024	75.00	CAMBERO, GEORGE	Planning Commission Meeting 11/06/24
Bill #11252	Bill Payment #219086	81.2	11/25/2024	11/27/2024	81.20	BERROTERAN, RAUL	Mileage Reimbursement: 11/12/24-11/14/24
Bill #16202	Bill Payment #219077	3000	11/25/2024	11/27/2024	3,000.00	JOE A. GONSALVES & SON	October 2024 Prof. Contractual Legislative Advocacy Svcs
Bill #16210	Bill Payment #219077	3000	11/25/2024	11/27/2024	3,000.00	JOE A. GONSALVES & SON	November 2024 Prof. Contractual Legislative Advocacy Svcs
				Total:	**838,251.56**		

City of Wildomar
Wire Transfer Register
11/30/2024

ACH Date	Payee	Description		Amount
11/6/2024	Big Easy Storage	Fleet Vehicle Storage	$	249.00
11/6/2024	Big Easy Storage	Fleet Vehicle Storage	$	319.00
11/6/2024	Big Easy Storage	Fleet Vehicle Storage	$	319.00
11/6/2024	Big Easy Storage	Fleet Vehicle Storage	$	319.00
11/6/2024	Big Easy Storage	Fleet Vehicle Storage	$	339.00
11/6/2024	Frontier Communications	Monthly Phone and Internet Services	$	993.46
11/13/2024	Viasat, Inc.	Cemetery Phone and Internet	$	177.53
11/13/2024	Viasat, Inc.	Cemetery Phone and Internet	$	417.53
11/13/2024	Frontier Communications	Monthly Phone and Internet Services	$	81.47
11/18/2024	Frontier Communications	Monthly Phone and Internet Services	$	159.99
11/20/2024	US Bank	Credit Card Statement Payment - Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	$	22,891.36
11/20/2024	Enterprise Fleet Management	Monthly City Vehicle Lease Payment	$	5,645.98
11/21/2024	Corner Escrow	Palomar Widening Right of Way	$	118,742.00
11/25/2024	Golden State Escrow	Clinton Keith Widening Right of Way	$	30,143.00
11/25/2024	Golden State Escrow	Clinton Keith Widening Right of Way	$	56,340.00
11/25/2024	Golden State Escrow	Bundy Canyon Widening Right of Way	$	111,938.00
11/26/2024	Frontier Communications	Monthly Phone and Internet Services	$	72.29
11/26/2024	Frontier Communications	Monthly Phone and Internet Services	$	661.80
		TOTAL	$	349,809.41

City of Wildomar
Payroll Warrant Register
12/1/2024

ACH Date	Payee	Description		Amount
11/7/2024	Heartland Payroll	10/19/2024-11/1/2024	$	138,514.21
11/21/2024	Heartland Payroll	11/2/2024-11/15/2024	$	138,897.77
11/29/2024	Heartland Payroll	11/1/2024-11/30/2024	$	1,472.43
		TOTAL	**$**	**278,884.41**

SUBJECT: October 2024 City Treasurers Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

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

SUMMARY:
October 2024 City Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of October 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 $212,394.05 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:

October 2024 City Treasurer's Report.pdf

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

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 3,518,864.84	$ 2,706,001.35	(1,874,738.07)	$ 4,350,128.12	4.68125%
		TOTAL	$ 3,518,864.84	$ 2,706,001.35	$ (1,874,738.07)	$ 4,350,128.12	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	AVERAGE DAYS TO MAT.	STATED RATE
100	LOCAL AGENCY INVESTMENT FUND	$ 5,114,739.00	$ 5,114,739.00	$ 5,114,739.00	12.53%	N/A	4.518%
Various	CAMP POOL	$ 12,421,849.14	$ 12,421,849.14	$ 12,421,849.14	30.43%	N/A	5.030%
Various	CAMP MANAGED ACCOUNT	$ 22,995,738.85	$ 22,995,738.85	$ 23,286,046.26	57.04%	858	4.490%
	TOTAL	$ 40,532,326.99	$ 40,532,326.99	$ 40,822,634.40	100.00%		

CITY	TOTAL CASH AND INVESTMENTS	$ 44,882,455.11

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	$ 59,944.50	$ 0.00	$ 5,114,739.00	4.518%
100	General	CAMP POOL	$ 5,340,797.84	$ 0.00	$ 22,764.60	$ 0.00	$ 5,363,562.44	5.030%
115	ARPA	CAMP POOL	$ 1,305,185.67	$ 0.00	$ 5,563.21	$ 0.00	$ 1,310,748.88	5.030%
120	AA	CAMP POOL	$ 2,636,158.89	$ 0.00	$ 11,236.35	$ 0.00	$ 2,647,395.24	5.030%
461	DIF Park Imp.	CAMP POOL	$ 2,655,397.33	$ 0.00	$ 11,318.36	$ 0.00	$ 2,666,715.69	5.030%
301	Endowment	CAMP POOL	$ 431,587.29	$ 0.00	$ 1,839.60	$ 0.00	$ 433,426.89	5.030%
100	General	CAMP MANAGED ACCOUNT	$ 6,241,305.35	$ 0.00	$ 27,237.42	$ 0.00	$ 6,268,542.77	4.490%
110	Dev. Agrmnt.	CAMP MANAGED ACCOUNT	$ 2,352,191.26	$ 0.00	$ 10,220.11	$ 0.00	$ 2,362,411.37	4.490%
120	AA	CAMP MANAGED ACCOUNT	$ 6,346,071.78	$ 0.00	$ 27,653.32	$ 0.00	$ 6,373,725.10	4.490%
201	Measure A	CAMP MANAGED ACCOUNT	$ 1,180,741.87	$ 0.00	$ 5,126.45	$ 0.00	$ 1,185,868.32	4.490%
212	Waste Svcs.	CAMP MANAGED ACCOUNT	$ 1,051,946.49	$ 0.00	$ 4,583.00	$ 0.00	$ 1,056,529.49	4.490%
300	Cemetery	CAMP MANAGED ACCOUNT	$ 1,051,946.49	$ 0.00	$ 4,583.00	$ 0.00	$ 1,056,529.49	4.490%
420	Public Fac.	CAMP MANAGED ACCOUNT	$ 504,202.68	$ 0.00	$ 2,189.11	$ 0.00	$ 506,391.79	4.490%
421	Police Fac.	CAMP MANAGED ACCOUNT	$ 504,202.68	$ 0.00	$ 2,189.11	$ 0.00	$ 506,391.79	4.490%
440	DIF Roads	CAMP MANAGED ACCOUNT	$ 2,650,589.33	$ 0.00	$ 11,567.69	$ 0.00	$ 2,662,157.02	4.490%
461	DIF Park Imp.	CAMP MANAGED ACCOUNT	$ 1,012,813.48	$ 0.00	$ 4,378.22	$ 0.00	$ 1,017,191.70	4.490%
		TOTAL	$ 40,319,932.94	$ 0.00	$ 212,394.05	$ 0.00	$ 40,532,326.99	

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

11/18/2024
Date

CITY OF WILDOMAR
MEETING (CCR)
CONSENT CALENDAR
Agenda Staff Report # 1.4
Meeting Date: December 11, 2024

SUBJECT: 2nd Reading of Ordinance No. 243 for Development Agreement No. 24-0035

SUBMITTED BY: Matthew Bassi, Comm Dev Director

PREPARED BY: Matthew Bassi, Comm Dev Director

ACTION:
Adopt an Ordinance entitled:

ORDINANCE NO. 243
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)

SUMMARY:
The City Council approved the first reading of Ordinance No. 243 at the November 13, 2024 City Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 243.

ATTACHMENTS:
Attach A - Ordinance No. 243 [DA 24-0035].docx

ATTACHMENT A

Council Ordinance No. 243

(Development Agreement No. 24-0035)

ORDINANCE NO. 243

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 1. 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).

APPROVED AND ADOPTED this 11th, day of December 11, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

EXHIBIT 1

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)

CITY OF WILDOMAR
MEETING (CCR)
CONSENT CALENDAR
Agenda Staff Report # 1.5
Meeting Date: December 11, 2024

SUBJECT: 2nd Reading of 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:
Adopt an Ordinance entitled:

ORDINANCE NO. 244
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 the Wildomar Municipal Code to update the Purchasing Policy related to the purchase of supplies and equipment as well as contracts for services. It resets purchasing limits, increasing them to account for the reduction in purchasing power since 2009, when the policy was last updated. The ordinance increases the local vendor preference from 1% to 2% to reflect the benefits of Measure AA in providing tax savings to the City. The recycled paper requirements and compost requirements have also been updated to meet the requirements of CalRecycle. Finally, the ordinance allows the City Council to delegate the authority to approve some contracts to the City Manager dependent on an annually approved Resolution. The first resolution will be brought forward at the January City Council meeting.

DISCUSSION:
The City Council approved the first reading of Ordinance No. 244 at the November 13, 2024 City Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 244.

FISCAL IMPACT:
None

ATTACHMENTS:
Ordinance_No._244_-_Purchasing.docx

ORDINANCE NO. 244

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).

PASSED, APPROVED AND ADOPTED this 11th day of December, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
MEETING (CCR)
CONSENT CALENDAR
Agenda Staff Report # 1.6
Meeting Date: December 11, 2024

SUBJECT: 2nd Reading of Ordinance 245 amending Chapter 3.32 of City of Wildomar Municipal Code to provide informal bidding procedures under the Uniform Public Construction Cost Accounting Act (CUPCCAA)

SUBMITTED BY: Heidi Schrader, Administrative Services Director

PREPARED BY: Heidi Schrader, Administrative Services Director

ACTION:
Adopt an Ordinance entitled:

ORDINANCE NO. 245
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)

SUMMARY:
City Council opted into the CUPCCAA for the City at the November 13th Council meeting. The resolution to opt into the CUPCCAA for the Wildomar Cemetery is on the agenda December 11, 2024. This Ordinance amends the Wildomar Municipal Code to be consistent with the new requirements of the CUPCCAA. Under this Act, 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.

DISCUSSION:
The City Council approved the first reading of Ordinance No. 245 at the November 13, 2024 City Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 245.

FISCAL IMPACT:
None

ATTACHMENTS:
1. Ordinance No. 245

ORDINANCE NO. 245

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).

PASSED, APPROVED AND ADOPTED this 11th day of December, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
MEETING (CCR)
GENERAL BUSINESS
Agenda Staff Report # 1.7
Meeting Date: December 11, 2024

SUBJECT: 2nd Reading of Ordinance No. 246 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:
Adopt an Ordinance entitled:

ORDINANCE NO. 246
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. 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.

DISCUSSION:
The City Council approved the first reading of Ordinance No. 246 at the November 13, 2024 City Council meeting. At this time, it would be appropriate for the City Council to adopt Ordinance No. 246.

FISCAL IMPACT:
None.

ATTACHMENTS:
1. Ordinance No. 246 - Bingo

ORDINANCE NO. 246

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).

PASSED, APPROVED AND ADOPTED this 11th, day of December, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
MEETING (CCR)
CONSENT CALENDAR
Agenda Staff Report # 1.8
Meeting Date: December 11, 2024

SUBJECT: TUMF Agreement Amendments for the Wildomar Trail and Bundy Canyon Rd. I-15 Interchange Projects

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Jason Farag, Public Works Director

ACTION:
1. Authorize the City Manager to execute TUMF Agreement Amendments with the Western Riverside Council of Governments for the Wildomar Trail/I-15 Interchange Improvement and the Bundy Canyon Rd./I-15 Interchange Improvement Projects.

2. Approve a budget adjustment in Fund 503 (TUMF) to both decrease appropriations by $1,485,000 and decrease budgeted revenues by $1,485,000 for CIP 070 (Bundy Canyon Rd./I-15 Interchange Improvement Project).

3. Approve a budget adjustment in Fund 503 (TUMF) to both decrease appropriations by $1,485,000 and decrease budgeted revenues by $1,485,000 for CIP 074 (Wildomar Trail/I-15 Interchange Improvement Project).

SUMMARY:
Based on actual estimated costs to complete the first phase of the Wildomar Trail/I-15 and Bundy Canyon Rd./I-15 Interchange Improvement Projects (Projects), additional TUMF funding is necessary which will require amendments to the City's existing TUMF funding agreements with WRCOG for the Projects.

BACKGROUND:
On October 13, 2021, the City of Wildomar entered into a Reimbursement Agreement with the Western Riverside Council of Governments (WRCOG) to provide Transportation Uniform Mitigation Fee (TUMF) funding for the Wildomar Trail/I-15 and Bundy Canyon Rd./I-15 Interchange Improvement Projects (Projects). The Agreements identified a maximum of $1,000,000 for each of the two Projects.

On April 4, 2024, the City entered into a Cooperative Agreement with the Riverside County Transportation Commission (RCTC) to have RCTC manage the Projects on behalf of the City.

On January 17, 2024, the City entered into a cooperative agreement with RCTC and WRCOG to allow RCTC to be reimbursed directly from WRCOG using the TUMF funds identified in the Reimbursement Agreements between the City and WRCOG.

DISCUSSION:

The City and RCTC have concluded the consultant procurement process for the first phase of the Projects known as the Project Study Report/Project Initiation Document (PSR/PID) phase. HDR Engineering, Inc. has been recommended as the most qualified consultant that submitted a proposal to prepare the PSRs/PIDs for the two Projects. As the first step in the process to improve the interchanges, the PSRs/PIDs will identify the preferred alternative improvements to be considered for each interchange in the Project Approval and Environmental Document (PA&ED) phase, which is the next step in the process. One PSR/PID will be prepared for each interchange/each Project and each will be submitted to Caltrans for review and approval before moving to the PA&ED phase.

RCTC has been working with Caltrans on the City's behalf to prepare cooperative agreements to allow Caltrans to review the PSR/PID for each Project. As part of these agreements, Caltrans will require reimbursement for their review of the Projects.

Final cost estimates and budgets have been prepared for the PSR/PID phase for each Project, based on the City's costs, RCTC's costs, Caltrans' costs, and the consultant's costs (HDR). Below is the proposed budget for each Project in this first PSR/PID phase.

- **Wildomar Trail/I-15**
  - City: $15,000
  - RCTC: $202,435
  - Caltrans: $300,000
  - Consultant: $936,456
  - Total: $1,453,891
- **Bundy Canyon Rd./I-15**
  - City: $15,000
  - RCTC: $178,935
  - Caltrans: $300,000
  - Consultant: $825,179
  - Total: $1,319,114

To cover the anticipated expenses related to each Project, an amendment to each of the TUMF Reimbursement Agreements is proposed to increase the funding from $1,000,000 to $1,500,000 for each Project. Copies of the proposed TUMF Reimbursement Agreement Amendments are included as Attachment A and Attachment B.

Staff recommends that the City Council authorize the City Manager to execute the two proposed TUMF Reimbursement Agreement Amendments.

FISCAL IMPACT:
There are adequate funds allocated for the Projects in the TUMF program and in the 5-Year TUMF Transportation Improvement Program (TIP) budget to cover the anticipated expenses. Since RCTC will administer the funds on behalf of the City and will be reimbursed directly through WRCOG, the City no longer needs to account for the full funding in its own budget and can reduce the funding appropriations by $1,485,000 for each Project, as noted in the Account Code section of this staff report.

ACCOUNT CODE:
Budget Amendments

- CIP 070 - Bundy Canyon Rd./I-15 Interchange Improvements
    - TUMF (Fund 503)
        - Revenues = $15,000 ($1,485,000 reduction)
        - Expenditures = $15,000 ($1,485,000 reduction)
- CIP 074 - Wildomar Trail/I-15 Interchange Improvements
    - TUMF (Fund 503)
        - Revenues = $15,000 ($1,485,000 reduction)
        - Expenditures = $15,000 ($1,485,000 reduction)

ATTACHMENTS:
A - TUMF Agreement Amendment (Wildomar Trail)
B - TUMF Agreement Amendment (Bundy Canyon Rd.)

AMENDMENT NO. 1 TO TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM AGREEMENT

WILDOMAR TRAIL & I-15 INTERCHANGE IMPROVEMENTS

PA&ED PHASE

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement ("Amendment No. 1") is entered into this _____ day of _____, 202_, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and **the City of Wildomar, a California municipal corporation** ("AGENCY"). WRCOG and the AGENCY are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled "Transportation Uniform Mitigation Fee Program Agreement" that is dated **October 13th, 2021** ("Agreement"). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **Wildomar Trail and I-15 Interchange** (hereinafter the "Project").

B. The Parties desire to amend the Agreement by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

C. Funds are being increased for this Project because new funding has become available.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. The Funding Amount contained in Section 2 of the Agreement is hereby increased by **$500,000** from **$1,000,000** to an amount not to exceed **$1,500,000.**

2. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.

3. AGENCY's Local Match Contribution. AGENCY funding is not required, as shown in Exhibit "A" attached hereto.

4. Exhibits "A", "A-1", and "A-2" of the Agreement are hereby replaced in their entirety by Exhibits "A", "A-1", and "A-2" of this Amendment No. 1, which are attached hereto and incorporated by reference.

5. The above-stated Recitals are hereby fully incorporated into this Amendment No.

6. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect between the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____
Dr. Kurt Wilson, Executive Director

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

CITY OF WILDOMAR

By: _____
Dan York, City Manager

Approved to Form:

By: _____
Tom Jex, City Attorney

Attest:

By: _____
Janet Morales, CMC
City Clerk

EXHIBIT "A"

SCOPE OF WORK

1. **SCOPE OF WORK:**

The total project consists of the improvement of the Wildomar Trail Interchange with the I-15 Freeway. This Phase of the project consists of:

1. **Preparation of a Project Study Report- Project Development Support Project Initiation Document in conformance with Caltrans requirements**

2. **Preparation of an Environmental Document**

EXHIBIT "A-1"

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	$1,500,000	$0	$1,500,000
PS&E			
RIGHT OF WAY			
CONSTRUCTION			
TOTAL	$1,500,000		$1,500,000

EXHIBIT "A-2"

PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	FY 27/28	$1,500,000	
PS&E			
RIGHT OF WAY			
CONSTRUCTION			
TOTAL		$1,500,000	

AMENDMENT NO. 1 TO TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM AGREEMENT

BUNDY CANYON ROAD & I-15 INTERCHANGE IMPROVEMENTS

PA&ED PHASE

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement ("Amendment No. 1") is entered into this _____ day of _____, 202_, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and **the City of Wildomar, a California municipal corporation** ("AGENCY"). WRCOG and the AGENCY are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled "Transportation Uniform Mitigation Fee Program Agreement" that is dated **October 13th, 2021** ("Agreement"). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **Bundy Canyon Rd and I-15 Interchange** (hereinafter the "Project").

B. The Parties desire to amend the Agreement by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

C. Funds are being increased for this Project because new funding has become available.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. The Funding Amount contained in Section 2 of the Agreement is hereby increased by **$500,000** from **$1,000,000** to an amount not to exceed **$1,500,000.**

2. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.

3. **"**AGENCY's Local Match Contribution. AGENCY funding is not required, as shown in Exhibit "A" attached hereto."

4. Exhibits "A", "A-1", and "A-2" of the Agreement are hereby replaced in their entirety by Exhibits "A", "A-1", and "A-2" of this Amendment No. 1, which are attached hereto and incorporated by reference.

5. The above-stated Recitals are hereby fully incorporated into this Amendment No.

6. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect between the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____
Dr. Kurt Wilson, Executive Director

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

CITY OF WILDOMAR

By: _____
Dan York, City Manager

Approved to Form:

By: _____
Tom Jex, City Attorney

Attest:

By: _____
Janet Morales, CMC
City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

1. **SCOPE OF WORK:**

The total project consists of the improvement of the Bundy Canyon Interchange with the I-15 Freeway. This Phase of the project consists of:

1. **Preparation of a Project Study Report- Project Development Support Project Initiation Document in conformance with Caltrans requirements**

2. **Preparation of an Environmental Document**

EXHIBIT "A-1"

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	$1,500,000	$0	$1,500,000
PS&E			
RIGHT OF WAY			
CONSTRUCTION			
TOTAL	$1,500,000		$1,500,000

EXHIBIT "A-2"

PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	FY 27/28	$1,500,000	
PS&E			
RIGHT OF WAY			
CONSTRUCTION			
TOTAL		$1,500,000	

SUBJECT: Wildomar Cottages Affordable Housing Agreement and Declaration of Restrictive Covenants

SUBMITTED BY: Matthew Bassi, Comm Dev Director

PREPARED BY: Matthew Bassi, Comm Dev Director

ACTION:
Approve and authorize the City Manager to sign the Affordable Housing Agreement and Declaration of Restrictive Covenants regarding the Wildomar Cottages affordable housing project in substantially the same form as included in the agenda packet and authorize the City Manager to make modest adjustments as necessary.

DISCUSSION:

Affordability Covenant
The Wildomar Cottages affordable housing project (Affirmed Housing, Inc.), located at 32650 Mesa Drive, is intended to be developed as a 130-unit multi-family residential rental development, inclusive of two (2) managers' units. One hundred and twenty-eight (128) dwelling units will be restricted for occupancy by eligible households at affordable rents as more particularly set forth in this Agreement (Attachment A to this report).

The Project was processed pursuant to SB 35 (Government Code § 65913.4), which requires a land use restriction or covenant to be recorded prior to the first building permit for the Project ensuring that the low-income units required by SB 35 remain available at affordable rent for 55 years.

According to California Government Code Section 65915 et seq. ("Density Bonus Statute") and Chapter 17.290 of the City of Wildomar Municipal Code ("Density Bonus Ordinance"), the developer applied for and the City approved a density bonus and certain incentives and concessions for the Project pursuant to subsection (b)(1)(G) of the Density Bonus Statute, which requires all units in the Project, except for manager's unit(s), to be restricted to Low-Income Households, except that up to 20% may be for Moderate-Income Households.

This Affordability Covenant is intended to satisfy the affordability requirements set forth in SB 35, the Density Bonus Ordinance, and the Density Bonus Statute, and to regulate and restrict the occupancy and rents of the Project's Restricted Units for the benefit of the Project occupants. The covenants set forth in the Affordability Covenant will run with the land. In accordance with the Density Bonus Statute and SB 35, the Affordability Covenant is required to be recorded against the Property senior to all deeds of trust and similar encumbrances.

FISCAL IMPACT:
None.

ACCOUNT CODE:
N/A

ENVIRONMENTAL ANALYSIS:
N/A

ATTACHMENTS:
Attach A - Wildomar Cottages Afford Agreement [12-11-24].pdf

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Road, Suite #110
Wildomar, CA 92595
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

APN: 0380-100-021

AFFORDABLE HOUSING AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

by and between

THE CITY OF WILDOMAR

and

WILDOMAR FAMILY HOUSING, L.P.,
a California limited partnership

(SB 35 and Density Bonus Below Market-Rate Rental Units)

This Affordable Housing Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is entered into effective as of **December 11, 2024** ("**Effective Date**") by and between the City of Wildomar, a municipal corporation ("**City**") and Wildomar Family Housing, L.P., a California limited partnership ("**Owner**"). The City and the Owner are collectively referred to herein as the "**Parties.**"

RECITALS

The following recitals are an integral part of this Agreement and are binding on the Parties. Capitalized terms used in these Recitals and elsewhere in this Agreement shall have the meanings ascribed to such terms as set forth in Section 1.2 below.

A. Owner is the owner of the real property located in the City of Wildomar, Riverside County, California, 32650 Mesa Drive, and more particularly described in Exhibit A attached hereto (the **"Property"**).

B. Owner intends to develop one hundred and thirty (130) unit multi-family residential rental development, inclusive of two (2) managers' units, on the Property in which the one hundred and twenty-eight (128) dwelling units not designated as the managers' units will be restricted for occupancy by Eligible Households at Affordable Rents as more particularly set forth in this Agreement (the **"Project"**).

C. The Project was processed pursuant to SB 35 (Government Code § 65913.4), which requires a land use restriction or covenant to be recorded prior to the first building permit for the Project ensuring that the low-income units required by SB 35 remain available at affordable rent for fifty-five years.

D. Pursuant to California Government Code Section 65915 *et seq.* (the "**Density Bonus Statute**") and Chapter 17.290 of the City of Wildomar Municipal Code (the "**Density Bonus Ordinance**") Owner applied for and the City approved a density bonus and certain incentives and concessions for the Project pursuant to subsection (b)(1)(G) of the Density Bonus Statute, which requires all units in the Project, except for manager's unit(s), to be restricted to Low-Income Households except that up to 20% may be for Moderate-Income Households. Owner is required to enter into and record this Agreement against the Property to ensure the continued affordability of the units required by the Density Bonus Statute and Density Bonus Ordinance for fifty-five years.

E. This Agreement is intended to satisfy the affordability requirements set forth in SB 35, the Density Bonus Ordinance, and the Density Bonus Statute, and to regulate and restrict the occupancy and rents of the Project's Restricted Units for the benefit of the Project occupants. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Owner and Owner's successors and assigns for the full term of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Incorporation of Recitals; Definitions.

1.1 Incorporation of Recitals. The Parties acknowledge the truth of the foregoing Recitals which are hereby incorporated into this Agreement.

1.2 Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

"**Actual Household Size**" means the actual number of persons in the applicable household.

"Additional Low-Income Density Bonus Units" is defined in Section 2.1.

"**Affordable Rent**" is defined in Section 2.1.

"**Area Median Income**" **or** "**AMI**" is defined in Section 2.1.

"**Assumed Household Size**" means the number of bedrooms in a dwelling unit plus one, consistent with Section 50052.5(h) of the California Health and Safety Code, subject to the application of federal rules and regulations applicable to Project financing sources (if any) (e.g., a household of two persons in the case of a one-bedroom unit, a household of three persons in the case of a two-bedroom unit, and a household of four persons in the case of a three-bedroom unit). For the avoidance of doubt, during any period in which the Project is regulated by CTCAC, CTCAC's rules and regulations with respect to assumed housing size shall apply.

"**City**" means the City of Wildomar, California

"City's Authorized Representative" means the City Manager of the City of Wildomar.

"**Claims**" is defined in Section 10.

"Conditions of Approval" means the terms and conditions of all approvals, entitlements and permits that the City has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Project, including without limitation, any mitigation measures imposed in connection with environmental review of the Project and all conditions of approval imposed in connection with any entitlements, approvals or permits.

"**CTCAC**" means the California Tax Credit Allocation Committee.

"**Density Bonus Ordinance**" means Chapter 17.290 of the City of Wildomar Municipal Code.

"Density Bonus Statute" means California Government Code Section 65915 *et. seq.*

"**Eligible Household**" means a household for which Gross Annual Household Income upon initial occupancy does not exceed the maximum income level for a Restricted Unit as specified in Section 2.1.

"Gross Annual Household Income" is defined in Section 2.1.

"**Indemnitees"** is defined in Section 10.

"**Low-Income Household"** means a household for which Gross Annual Household Income upon initial occupancy does not exceed eighty percent (80%) of Area Median Income as adjusted for Actual Household Size.

"Moderate-Income Density Bonus Units" is defined in Section 2.1.

"**Moderate-Income Household"** means a household for which Gross Annual Household Income upon initial occupancy does not exceed one hundred twenty percent (120%) of Area Median Income as adjusted for Actual Household Size.

"**Mortgagee**" shall meant the holders of record of any mortgages or deeds of trust encumbering the Project or the Property.

"Official Records" means the Official Records of the Riverside County Recorder.

"**Owner**" is defined in the preamble to this Agreement. Each reference herein to the "Owner" shall mean the Owner and the Owner's successors and assigns.

"**Owner's Parties**" is defined in Section 10.

"Project" is defined in Recital B.

"Property" is defined in Recital A.

"**Restricted Unit**" means a dwelling unit that is reserved for occupancy at an Affordable Rent by Eligible Households of specified household income levels as set forth in Section 2.1.

"**SB 35**" means California Government Code Section 65913.4 (Chapter 366, Statutes of 2017, as subsequently amended).

"SB 35 Units" is defined in Section 3.

2. Use and Affordability Restrictions. Owner hereby covenants and agrees, for itself and its successors and assigns, that throughout the term of this Agreement (as defined in Section 4.1), the one hundred and twenty-eight (128) residential units described in Section 2.1 shall be Restricted Units that shall be used solely as rental housing in compliance with the occupancy and affordability requirements set forth in this Agreement. Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Owner covenants that it shall not enter

into any agreement that is inconsistent with such restrictions without the express written consent of City.

2.1 Affordability Requirements. Throughout the Term of this Agreement (as defined in Section 4.1): (i) not less than thirty-six (36) residential units in the Project (i.e., fifty percent (50%) of the total number of residential units in the Project before calculating any density bonus) (the **"SB 35 Units")** shall be restricted for occupancy at Affordable Rents by households whose Gross Annual Household Income at initial occupancy is no greater than eighty percent (80%) of AMI as determined pursuant to the applicable definitions below, (ii) not less than sixty-seven (67) additional residential units in the Project (the **"Additional Low-Income Density Bonus Units")** shall be restricted for occupancy at Affordable Rents by households whose Gross Annual Household Income at initial occupancy is no greater than eighty percent (80%) of AMI as determined pursuant to the applicable definitions below; and (iii) not less than twenty-five (25) additional residential units in the Project (the **"Moderate-Income Density Bonus Units"** shall be restricted for occupancy at Affordable Rents by households whose Gross Annual Household Income at initial occupancy is no greater than one hundred twenty percent (120%) of AMI as determined pursuant to the applicable definitions below. The SB 35 Units include twenty-six (26) density bonus units subject to the requirements of clause I of California Government Code Section 65915(c)(1)(B)(ii). Area Median Income, Affordable Rent, and Gross Annual Household Income shall be determined for the SB 35 Units, the Additional Low-Income Density Bonus Units and the Moderate-Income Density Bonus Units in accordance with the following definitions:

"Area Median Income" or **"AMI"** means the following: (i) clause I of California Government Code Section 65915(c)(1)(B)(ii), for the Moderate-Income Density Bonus Units, the median income for Riverside County, California, adjusted for Actual Household Size, as determined by the U.S. Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937 and as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c), and (ii) pursuant to clause II of California Government Code Section 65915(c)(1)(B)(ii), for the SB 35 Units and the Additional Low-Income Density Bonus Units, the median income for Riverside County, California, adjusted for Actual Household Size, as determined by CTCAC regulations.

"**Affordable Rent**" means the following: (i) pursuant to California Government Code Section 65913.4(m)(2)(C), clause I of California Government Code Section 65915(c)(1)(B)(ii), and Health and Safety Code Section 50053(b)(3), for the SB 35 Units a monthly rent that does not exceed one-twelfth (1/12) of the maximum CTCAC rent levels for a Low-Income Household as adjusted for Assumed Household Size in accordance with CTCAC rules and regulations, regulations. less a utility allowance and other fees and charges required to be paid by tenants of the Project on a non-optional basis, (ii) pursuant to clause I of California Government Code Section 65915(c)(1)(B)(ii) and Health and Safety Code Section 50053(b)(4), for the Moderate-Income Density Bonus Units, a monthly rent that does not exceed one-twelfth (1/12) of thirty percent (30%) of one hundred ten percent (110%) of Area Median Income, adjusted for Assumed Household Size, less a utility allowance and other fees and charges required to be paid by tenants of the Project on a non-optional basis, and (iii) pursuant to clause II of California Government Code Section 65915(c)(1)(B)(ii), for the Additional Low-Income Density Bonus

Units a monthly rent that does not exceed one-twelfth (1/12) of the maximum CTCAC rent levels for a Low-Income Household as Adjusted for Assumed Household Size in accordance with CTCAC regulations. For all clauses above the applicable utility allowance may be set by the California Utility Allowance Calculator or other comparable method selected by Owner.

"**Gross Annual Household Income**" means the following: (i) for the Moderate-Income Density Bonus Units, the applicable household's total gross income as determined in accordance with Section 6914 of Title 25 of the California Code of Regulations as such section may be revised from time to time, and (ii) for the SB 35 Units and the Additional Low-Income Density Bonus Units, the applicable household's total gross income as determined in accordance with Section 42(g)(2) of the Internal Revenue Code of 1986, as amended, and applicable federal and CTCAC regulations.

2.2 Rents for Restricted Units. Rents for the SB 35 Units, the Additional Low-Income Density Bonus Units and the Moderate-Income Density Bonus Units shall be limited to Affordable Rents for households of the applicable income limit in accordance with Section 2.1.

In the event that recertification of tenant incomes indicates that the number of Restricted Units actually occupied by Eligible Households falls below the number reserved for each income group as specified in this Section 2.1, Owner shall rectify the condition by renting the next available dwelling unit(s) in the Project to Eligible Household(s) until the required income mix is achieved.

2.3 Location; Amenities.

The moderate-income units shall not be concentrated in one location within the Project, nor clustered on one floor or within one area within any particular building comprising the Project, but instead shall be dispersed throughout the Project. All Restricted Units shall be comparable in their appearance, materials, and exterior and interior finishes. Residents of Restricted Units shall have access to all Project amenities and recreational facilities.

2.4 No Condominium Conversion; Occupancy as Principal Residence; No Short-term Rentals. Owner shall not convert the Restricted Units to condominium or cooperative ownership during the term of this Agreement. The Restricted Units must be occupied as the principal residence of the tenant. The rental agreement or lease must provide that the tenant acknowledges and agrees that the Restricted Unit must be occupied as the household's principal residence, and that the unit may not be subleased or made available as a short-term rental.

2.5 Non-Discrimination; Compliance with Fair Housing Laws.

2.5.1 Fair Housing. Owner shall comply with all applicable state and federal fair housing laws in the marketing and rental of all residential units in the Project. Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

2.5.2 Non-Discrimination. Owner shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Owner covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

3. Reporting Requirements; Access to Information; Inspections.

3.1 Tenant Certification. Owner or Owner's authorized agent shall obtain from each household prior to initial occupancy of each Restricted Unit, and on every anniversary thereafter, a written certificate containing all of the following in such format and with such supporting documentation as City may reasonably require:

(a) The identity of each household member; and

(b) The total Gross Annual Household Income.

Alternatively, Owner may satisfy this requirement by delivering copies of the CTCAC Tenant Income Certification and CTCAC Project Status Report which will be delivered annually to CTCAC. Owner shall retain such certificates for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

3.2 Annual Report; Inspections. Following completion of construction of the Restricted Units, by not later than April 30 of each year during the term of this Agreement, Owner shall submit an annual report ("**Annual Report**") to the City in form satisfactory to City, together with a certification that the Project is in compliance with the requirements of this Agreement. The Annual Report shall, at a minimum, include the following information for each Restricted Unit: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total Gross Annual Household Income; (vii) documentation of source of household income, (viii) lease commencement and termination dates, and (ix) initial move-in date.

Owner shall include with the Annual Report, an income recertification for each household, documentation verifying tenant eligibility, and such additional information as City may reasonably request from time to time in order to demonstrate compliance with this Agreement. The Annual Report shall conform to the format requested by City. Alternatively, Owner may satisfy this

requirement by delivering copies of the CTCAC Tenant Income Certification and CTCAC Project Status Report which will be delivered annually to CTCAC.

3.3. Maintenance of Records.

(1) Owner shall maintain tenant leases, income certifications, and other documents related to the leasing of the Restricted Units for a period of five (5) years after the final date of occupancy by the tenant.

(2) Records must be kept accurate and up-to-date. City shall notify Owner of any records it deems insufficient. Owner shall have thirty (30) calendar days from such notice to correct any specified deficiency in the records, or, if more than thirty (30)days shall be reasonably necessary to correct the deficiency, Owner shall begin to correct the deficiency within thirty (30) days and diligently pursue the correction of the deficiency as soon as reasonably possible.

3.4 Access to Records; Inspections.

(1) Owner shall provide City and its authorized agents and representatives access during normal business hours to any books, documents, papers and records relating to the Restricted Units for the purpose of making audits, examinations, excerpts and transcriptions.

(2) With 48-hours' written notice, during normal business hours and as often as may be City deems reasonably necessary, City and its authorized agents and representatives shall be permitted access to and the right to examine the Restricted Units and to interview tenants of the Restricted Units and employees of the Project, for the purpose of verifying compliance with applicable regulations and compliance with the conditions of this Agreement. Such access by City to the Project and Tenants shall at all times be subject to the rights of tenants under their respective leases.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in effect through the fifty-fifth (55th) anniversary of the date upon which City issues a final certificate of occupancy or equivalent for the Project upon completion of construction. If such date cannot be ascertained, the term of this Agreement shall end on the fifty-seventh (57th) anniversary of the Effective Date of this Agreement.

4.2 Effectiveness Succeeds Conveyance of Property. This Agreement shall remain effective and fully binding for the full term hereof, regardless of any sale, assignment, transfer, or conveyance of the Property or the Project or any part thereof or interest therein.

4.3 Recordation. This Agreement shall be recorded in the Official Records as a condition precedent to City's issuance of building permits for the Project.

4.4 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided,

however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term.

5. Binding Upon Successors; Covenants to Run with the Land. Owner hereby subjects its interest in the Property and the Restricted Units to the covenants and restrictions set forth in this Agreement. The City and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Owner and City, regardless of any sale, assignment, conveyance or transfer of the Property, the Project or any part thereof or interest therein. Any successor-in-interest to Owner, including without limitation any purchaser, transferee or lessee of the Property or the Project or part thereof (other than the tenants of the individual dwelling or, if applicable, commercial units within the Project) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or the Project or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property and the Project in favor of City.

6. Property Management; Repair and Maintenance; Marketing.

6.1 Management Responsibilities. Owner shall be responsible for all management functions with respect to the Property and the Project, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for management or maintenance of the Property or the Project.

6.2 Management Entity. Owner may delegate management of the Restricted Units to a management company or other organization that has experience in the management of affordable rental units, including without limitation, experience in screening and qualifying applicants for income-restricted units. The contracting of management services to a management entity shall not relieve Owner of its primary responsibility for proper performance of management duties.

6.3 Repair and Maintenance. Throughout the term of this Agreement, Owner shall at its own expense, maintain the Property and the Project in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Owner shall use commercially reasonable efforts to prevent and/or rectify any physical deterioration of the Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair, reasonable wear and tear excepted.

6.3.1 Additional Requirements. All construction work and professional services for the Project shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California and shall have a current City of Wildomar business registration if required under local law. Owner shall diligently work to resolve complaints related to noise, parking, litter or other neighborhood concerns.

6.4 Reserved.

6.7 Fees, Taxes, and Other Levies. Owner shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies applicable to the Property or the Project, including without limitation possessory interest taxes, if applicable, imposed by any public entity, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge so long as (a) Owner is contesting such charge in good faith and by appropriate proceedings, (b) Owner maintains reserves adequate to pay any contested liabilities, and (c) on final determination of the proceeding or contest, Owner immediately pays or discharges any decision or judgment rendered against it, together with all costs, charges and interest. The foregoing is not intended to impair Owner's ability to apply for any applicable exemption from property taxes or other assessments and fees.

6.8 Insurance Coverage. Throughout the term of this Agreement, at Owner's expense, Owner shall maintain property and commercial general liability insurance consistent with the usual and customary coverage carried by owners of similar projects in the area and consistent with the requirements of any lender that holds a lien on the Property.

6.9 Property Damage or Destruction. If any of the Restricted Units are damaged or destroyed, Owner shall repair or restore the same, consistent with the occupancy and rent restriction requirements set forth in this Agreement. Such work shall be commenced as soon as reasonably practicable after the damage or loss occurs and shall be completed within two years thereafter or as soon as reasonably practicable, provided that insurance proceeds are available to be applied to such repairs or restoration within such period and the repair or restoration is financially feasible. During such time that lenders or investors providing financing for the Project impose requirements that differ from the requirements of this Section the requirements of such lenders and investors shall prevail.

7. Subordination. Owner hereby represents, warrants and covenants that with the exception of matters of record as of the date of recording of this Agreement, absent the written consent of City which City may grant or withhold in the exercise of its sole discretion, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Property or the Project. If at the time this Agreement is recorded, any financing lien has been recorded against the Project in position superior to this Agreement, upon the request of City, Owner hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section 7, and to provide such evidence thereof as City may reasonably request.

8. Encumbrance.

8.1 Encumbrances. Owner agrees to use commercially reasonable efforts to ensure that all deeds of trust or other security instruments and any applicable subordination agreement recorded against the Property, the Project or part thereof for the benefit of a lender ("**Lender**") shall contain each of the following provisions: (i) Lender shall use its best efforts to provide to City a copy of any notice of default issued to Owner concurrently with provision of such notice to Owner; and (ii) City shall have the reasonable right, but not the obligation, to cure any default by Owner within the same period of time provided to Owner for such cure extended by an additional ninety (90) days. Owner agrees to provide to City a copy of any notice of default Owner receives from any Lender within ten (10) business days following Owner's receipt thereof.

8.2 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Project or the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale but shall not be liable for any damages, costs, expenses, indemnity claims, return of excess rent or other liabilities or obligations under this Agreement which arose from any action or inaction of the prior Owner or any of such prior Owner's Parties. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Property that such violation has occurred, and any mortgagee of record shall have the reasonable right, but not the obligation, to cure any default by Owner under this Agreement within the same period of time provided to Owner for such cure.

8.3 Estoppel Statement. Within thirty (30) days after request by Owner, City shall provide an estoppel statement to any lender, tax credit investor, or prospective purchaser of the Property which confirms Owner's compliance with this Agreement (or specifying any non-compliance) together with such other matters reasonably requested by such lender or prospective purchaser.

9. Default and Remedies.

9.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(a) Owner's failure to maintain insurance as required hereunder, and the failure of Owner to cure such default within ten (10) days of written notice ;

(b) Subject to Owner's right to contest the following charges, Owner's failure to pay taxes or assessments due on the Property or the Project prior to delinquency, or failure to pay any other charge that may result in a lien on the Property or the Project, and Owner's failure to cure such default within twenty (20) days of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(c) Owner's default in the performance of any term, provision or covenant under this Agreement (other than an obligation enumerated in this Section 9.1), and unless such provision specifies a shorter cure period for such default, the continuation of such default for ten (10) days in the event of a monetary default or sixty (60) days in the event of a non-monetary default following the date upon which City shall have given written notice of the default to Owner, or if the nature of any such non-monetary default is such that it cannot be cured within sixty (60) days, Owner's failure to commence to cure the default within sixty (60) days and thereafter prosecute the curing of such default to completion with due diligence and in good faith., but in no event later than one hundred and twenty (120) days from receipt of the notice of default.

Notwithstanding anything to the contrary contained herein, Owner's limited partner or special limited partner shall have the right, but not the obligation, to cure an event of default hereunder and City agrees to accept or reject such cure on the same basis as if provided by Owner itself.

9.2 Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

A. Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

B. For violations of obligations with respect to rents for Restricted Units, impose a charge in an amount equal to the actual amount collected in excess of the Affordable Rent; provided however, any charge imposed after a foreclosure shall be limited to the amount collected in excess of the Affordable Rent following such foreclosure.

C. Pursue any other remedy allowed at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

During any period in which a mortgage or deed of trust encumbers the Project, the City shall not seek any money damages under Section 9.2 of the Agreement until the expiration of a 90-day period (the "Money Damages Stand Still Period") following Owner's and Mortgagee's receipt from the City of notice of a default under this Agreement; provided, however, the Money Damages Stand Still Period shall be automatically extended for such period of time as Mortgagee is diligently pursuing remedies for an Event of Default under Mortgagee's loan documents secured by the Property. During the Money Damages Stand Still Period, however, the City shall be entitled to pursue specific performance and/or injunctive relief against Owner for those rights and remedies under this Agreement relating to income, rent, or affordability restrictions. Mortgagee shall have the right, but not the obligation, to cure a default under this Agreement during the Money Damages Stand Still Period.

10. Indemnity. To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel approved by City) and hold the City and its elected and appointed officers, officials, employees, agents, consultants, and contractors (all of the foregoing, collectively, the "**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") arising directly or indirectly, in whole or in part, as a result of or in connection with Owner's or Owner's employees' agents', contractors' or subcontractors' (all of the foregoing, collectively "**Owner's Parties**") construction, management, or operation of the Property and the Project, failure to comply with applicable laws, including without limitation, state and federal fair housing laws, or any failure to perform any obligation as and when required by this Agreement. Owner's indemnification obligations under this Section 10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement. City does not and shall not waive any rights that it may have by reason of any indemnity and hold harmless provisions set forth in this Agreement because of City's acceptance, or Owner's deposit with City, of any of the insurance policies described in this Agreement.

In no event shall a Lender or any third-party purchaser of title to the Project pursuant to a foreclosure, deed in lieu of foreclosure, trustee's sale or other exercise of a power of sale or similar disposition (collectively, a "**Foreclosure Transfer**") be obligated to City (or any other party) for any loss, cost, expenses, damages or other amounts incurred relating to Claims arising from any action or inaction of Owner or Owner's Parties taken prior to a Foreclosure Transfer.

11. Miscellaneous.

11.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties and recorded in the Official Records.

11.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

11.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

City: City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595
Attention: City Manager, Dan A. York

OWNER: Wildomar Family Housing, L.P., a California Limited Partnership
c/o Affirmed Housing Group, Inc.
13520 Evening Creek Drive North
Suite 160, San Diego, CA 92128
Attn: President

With copies to: Katten Muchin Rosenman LLP
2121 Avenue of the Stars, Suite 1100
Los Angeles, CA 90067
Attn: David Cohen

And

Bank of America, N.A.
100 Federal Street, 4th Floor
MA5-100-04-11
Boston, MA 02110
Attention: Asset Management
Facsimile: 617-346-2257

And:

Banc of America CDC Special Holding Company, Inc.
100 Federal Street, 4th Floor
MA5-100-04-11
Boston, MA 02110
Attention: Asset Management
Facsimile: 617-346-2257

And:

Buchalter, a Professional Corporation
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017
Attn: Michael A. Williamson, Esq.

11.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

11.5 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or

principal and agent with one another. The relationship of Owner and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Owner (except as expressly provided in this Agreement) or to any third party with respect to the Project. Owner and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Owner and its employees shall at no time pretend to be or hold themselves out as employees or agents of City. Except as City may specify in writing, Owner shall not have any authority to act as an agent of City or to bind City to any obligation.

11.6 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's Authorized Representative or by any person who shall have been designated by the City's Authorized Representative, without further approval by the City Council.

11.7 Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement.

11.8 Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. Unless expressly stated otherwise, each reference to a particular Section of this Agreement shall mean all subsections and subparagraphs of such Section. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Wildomar shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

11.9 Time is of the Essence. Time is of the essence in the performance of this Agreement.

11.10 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Riverside County, California or in the Federal District Court for the Central District of California.

11.11 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

11.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.13 Entire Agreement; Exhibits. This Agreement, together with the Conditions of Approval for the Project, contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. Exhibits A through D, attached hereto are incorporated herein by this reference.

11.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Agreement and Declaration of Restrictive Covenants as of the date first written above.

CITY:

CITY OF WILDOMAR, a municipal corporation

_____
Daniel A. York, City Manager

Approved as to form:

_____
Thomas D. Jex, City Attorney

OWNER:

WILDOMAR FAMILY HOUSING, L.P.,
a California limited partnership

By: AHG Wildomar, LLC,
a California limited liability,
its Administrative General Partner

By: Affirmed Housing Group, Inc. dba in California as Affirmed Housing Partners,
a Delaware corporation,
its Sole Member and Manager

By: _____
James P. Silverwood, President

By: CFAH Housing LLC,
a California limited liability company.
its Managing General Partner

By: Compass for Affordable Housing,
a California non-profit public benefit corporation,
its Manager

By: _____
Robin Martinez, Executive Director

SIGNATURES MUST BE NOTARIZED.

ACKNOWLEDGMENT

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

State of California
County of San Diego)

On December 2, 2024 before me, Maria Esther Barron, Public Notary
(insert name and title of the officer)

personally appeared James P. Silverwood,
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.

MARIA ESTHER BARRON
Notary Public - California
San Diego County
Commission # 2494084
My Comm. Expires Jul 8, 2028

Signature Maria E. Barron (Seal)

ACKNOWLEDGMENT

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

State of California
County of San Diego)

On December 2, 2024 before me, Maria Esther Barron, Public Notary
(insert name and title of the officer)

personally appeared Robin Martinez,
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.

MARIA ESTHER BARRON
Notary Public - California
San Diego County
Commission # 2494084
My Comm. Expires Jul 8, 2028

Signature María E Barrón (Seal)

Exhibit A

PROPERTY

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

ALL THAT PORTION OF LOT 53 OF SEDCO TRACT NO. 58, AS SHOWN BY MAP ON FILE IN BOOK 17 PAGES 13 THROUGH 20, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WHICH LIES WESTERLY OF THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED AUGUST 12, 1954 IN BOOK 1619 PAGE 117 OF OFFICIAL RECORDS, RIVERSIDE COUNTY, CALIFORNIA.

THE ABOVE LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING" CERTIFICATE OF COMPLIANCE NO. 4043", RECORDED MAY 15, 1992, AS INSTRUMENT NO. 1992-177858 OF OFFICIAL RECORDS.

Assessor's Parcel Number: 365-180-004

SUBJECT: Parcel Map No. 36612 Westpark Promenade Final Map Approval and Subdivision Improvement Agreement

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Ninette Eva, Associate Engineer

ACTION:
1. Adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE PARCEL MAP 36612 WESTPARK PROMENADE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT

2. Authorize the City Manager to execute BMP Agreements with CRP/CWR Westpark Project, LLC for the Westpark Promenade development project.

SUMMARY:
Approval of a Final Map, Subdivision Improvement Agreement, and BMP Agreements for Parcel Map No. 36612, also known as the Westpark Promenade development project.

BACKGROUND:
On December 14, 2016, Plot Plan No. 13-0082 was approved to develop the Westpark Promenade Mixed-Use project (Project) consisting of a 118,354 square foot commercial retail center (Parcel 1 of PM 36612) and 191 single family attached dwelling units (Parcels 2 and 3 of PM 36612 with related on-site/off-site improvements and amenities. Tentative Tract Map No. 36612 (TPM 36612) was also approved by the City Council on December 14, 2016 for the same Project. The tentative parcel map was to subdivide the 27.68 acre site into three parcels. The Westpark Promenade project also includes two tentative tract maps - Tentative Tract Map No. 36781 (TTM 36781) for 124 single family attached units and Tentative Tract Map No. 36782 (TTM No. 36782) for 67 single family attached units.

On February 2, 2022, the Planning Commission adopted a resolution approving an extension of time to December 14, 2022 and a revision to the adopted Conditions of Approval for TPM 36612, TTM 36781 and TTM 36782. On October 2, 2024, the Planning Commission adopted a resolution granting a final, 1-year time extension to December 14, 2025 for TPM 36612, TTM 36781 and TTM 36782 and Plot Plan No. 13-0082. Recently, the Planning Department has determined that the Westpark Promenade project meets the threshold provisions of AB 2729 which grants the project an automatic 18-month time extension. The new expiration date for the project is now June 14, 2027.

An aerial image of the project site and the surrounding area is provided in Attachment A.

DISCUSSION:

Final Map and Subdivision Improvement Agreement

The developer has submitted a Final Map for Parcel Map No. 36612 (Attachment B). The Final Map submitted for approval has been examined and checked for compliance with the Wildomar Municipal Code and the California Subdivision Map Act. The City Engineer has determined that the location and configuration of the lots created by this Final Map substantially comply with the Tentative Map as filed and approved.

To secure the incomplete public improvements that are required of the project prior to map recordation, a Subdivision Improvement Agreement has been prepared (Attachment C). The Subdivision Improvement Agreement identifies the subdivider's obligations to complete the Project's improvements and sets forth policies and procedures for the Developer and the City to ensure that the improvements are completed. The Agreement also provides the City with bonds/securities should the Developer fail to fulfill their obligations. Conditions of approval related to Final Map recordation not yet satisfied have been identified in Exhibit D of the Subdivision Improvement Agreement.

BMP Agreements

The Developer is also required to enter into Stormwater Management/BMP Facilities Agreements for privately maintained and CFD maintained BMPs (BMP Agreements, Attachments D and E) with the City. The BMP Agreements identify the maintenance responsibilities of the Developer 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 BMP Agreements CRP/CWR Westpark Project, LLC for the Westpark Promenade development project.

FISCAL IMPACT:

There are no fiscal impacts to the City at this time. All costs related to this project are currently covered by Developer fees and deposits. When the project is constructed, the City will be responsible for the maintenance of the public improvements after acceptance by the City Council. The Developer has annexed into the Community Facilities District (CFD) Services to offset some of the City's maintenance costs. There is no impact to the General Fund.

ATTACHMENTS:

Resolution- Final Map and SIA
A - Aerial Map
B - Parcel Map No. 36612
C - Subdivision Improvement Agreement for Parcel Map No. 36612
D - Westpark BMP Agreement (Privately Maintained)
E - Westpark Stormwater BMP Agreement (CFD Maintained)

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE FINAL MAP FOR TENTATIVE PARCEL MAP 36612 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT

WHEREAS, the City Council approved Tentative Parcel Map 36612 subject to conditions, on December 14, 2016; and

WHEREAS, consistent with the approved Tentative Map, CRP/CWR Westpark Project, LLC, submitted to the City for approval the Final Map; and

WHEREAS, staff has reviewed the proposed Final Map and finds it to be technically correct and that all applicable final map conditions of approval have been satisfied or otherwise identified as outstanding in a Subdivision Improvement Agreement; and

WHEREAS, an Environmental Impact Report, State Clearinghouse Number 2014021022 was adopted for Tentative Parcel Map No. 36612 by the City Council on December 14, 2016; and

WHEREAS, the City has determined that this Final Map is statutorily exempt from the California Environmental Quality Act (CEQA) Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268, (b) (3) Ministerial Projects, approval of final subdivision maps.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council, in regular session assembled on December 11, 2024, the following:

1. The location and configuration of the lots to be created by the Final Map substantially comply with the previously approved Tentative Map; and
2. The Final Map is statutorily exempt from the California Environmental Quality Act (CEQA), Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268, (b) (3) Ministerial projects, approval of final subdivision maps; and
3. The City Council of the City of Wildomar, pursuant to Government Code Section 66458, hereby approves the Final Map, and:
    a. Directs the City Surveyor to sign the Final Map; and
    b. Directs the City Engineer to sign the Final Map; and
    c. Directs the City Clerk to sign the Final Map; and
    d. Directs the City Manager to execute the Subdivision Improvement for Parcel No. 36612 incorporated herein by this reference; and
    e. Directs the City Clerk to transmit the Final Map and Agreements to the County Recorder of the County of Riverside for filing; and

f. Directs the City Clerk to transmit the Notice of Exemption to the County Clerk of the County of Riverside for filing.

PASSED, APPROVED, AND ADOPTED this 11th day of December, 2024.

_____
Bridgette More
Mayor

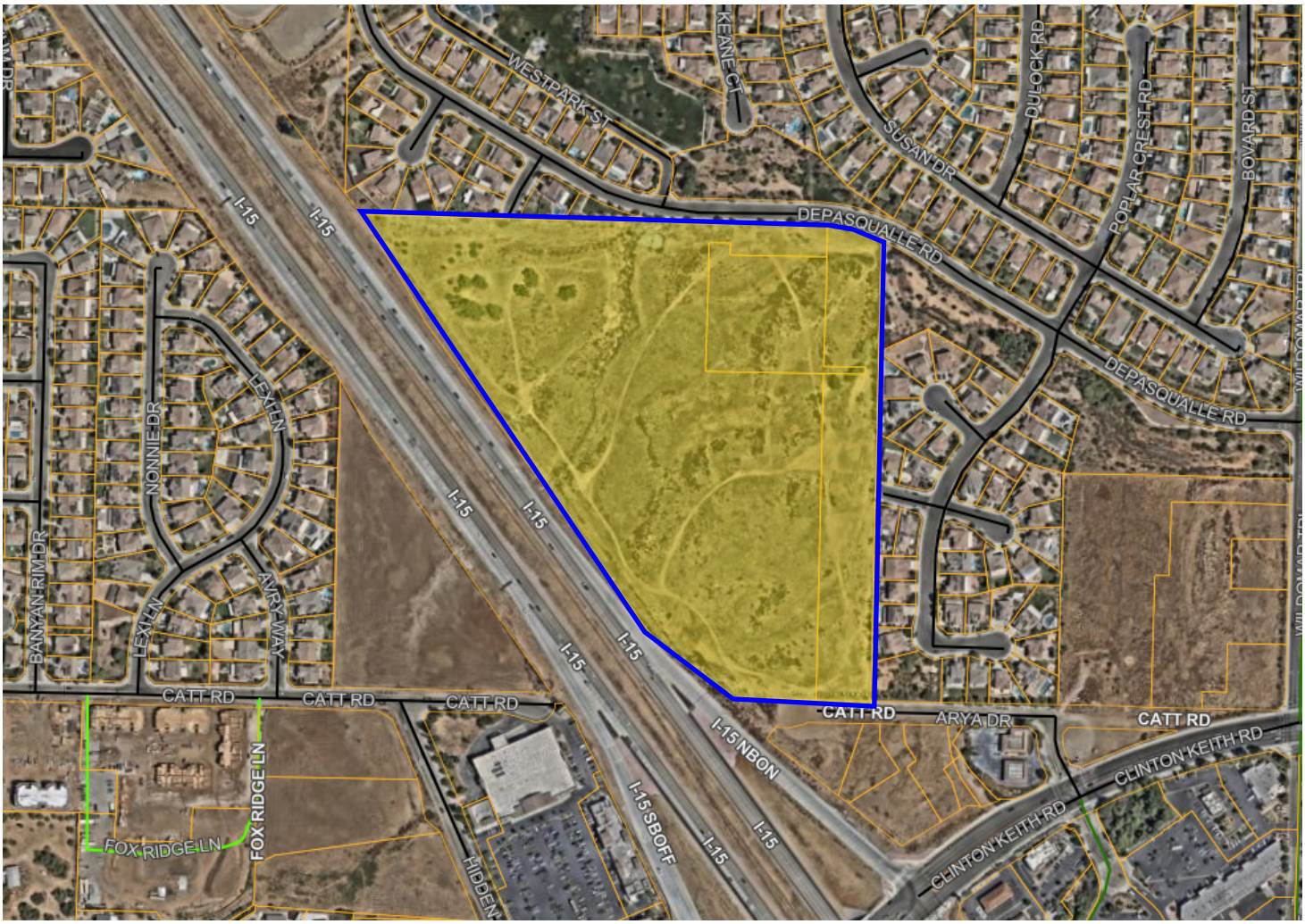
APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

ATTACHMENT A



Aerial Image of
Westpark Project
(highlighted in yellow)

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP NO. 36612

BEING A SUBDIVISION OF PARCEL MERGER NO. 378, RECORDED JULY 24, 1987, INSTRUMENT NO. 214102, O.R., IN THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 36, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

CSL ENGINEERING, INC. DATE OF SURVEY: FEBRUARY 10, 2022

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 TO THE CITY OF WILDOMAR FOR PUBLIC USE FOR STREETS AND PUBLIC UTILITY PURPOSES:

LOTS "A" THROUGH "E", INCLUSIVE.

WE HEREBY DEDICATE TO THE CITY OF WILDOMAR THE DRAINAGE EASEMENTS OVER PARCELS 1 AND 2 SHOWN HEREON FOR STORM DRAIN CONSTRUCTION AND MAINTENANCE ACCESS PURPOSES.

WE HEREBY RETAIN LOTS "G" AND LOT "H", INDICATED AS "PRIVATE STREET" AS SHOWN HEREON FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND PARCEL OWNERS WITHIN THIS PARCEL MAP.

WE HEREBY DEDICATE TO THE CITY OF WILDOMAR THE PUBLIC UTILITY EASEMENT OVER LOT "F" SHOWN HEREON FOR PUBLIC UTILITY MAINTENANCE AND ACCESS PURPOSES.

CRP/CWR WESTPARK PROJECT, L.L.C.
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
DONALD FONTANA, MEMBER

BY: Matt Thorne
MATT THORNE, MEMBER

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California)
COUNTY OF San Diego)
ON December 2, 2024 BEFORE ME Vicky H. Mario, NOTARY PUBLIC
PERSONALLY APPEARED Donald Fontana
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 ,

Vicky H. Mario
SIGNATURE

Vicky H. Mario
PRINT NAME

MY COMMISSION EXPIRES Jan. 5, 2026
MY PRINCIPAL PLACE OF BUSINESS IS San Diego COUNTY.
Commission #: 2389658

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR INTERESTS HAVE BEEN OMITTED:

SIDNEY SNYDER AND HAROLD W. SNYDER, ET AL., OWNERS OF 1/2 OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS BELOW A DEPTH OF 500 FEET FROM THE SURFACE, BUT WITHOUT THE RIGHT TO ENTER UPON OR USE THE SURFACE OF SAID REAL PROPERTY, PER BOOK 2383, PAGE 250, RECORDED DECEMBER 19, 1958, O.R., AND PER INSTRUMENT NO. 14390, RECORDED JANUARY 23, 1985, O.R.

AN EASEMENT FOR UTILITY AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INSTRUMENT NO. 86494, RECORDED JULY 10, 1974, O.R.

AN EASEMENT FOR PUBLIC ROAD, DRAINAGE AND INCIDENTAL PURPOSES IN FAVOR OF RIVERSIDE COUNTY PER INSTRUMENT NO. 2007-0137042, RECORDED FEBRUARY 28, 2007, O.R.

AN OFFER OF DEDICATION FOR STORM DRAIN, FLOOD CONTROL, DRAINAGE AND INCIDENTAL PURPOSES TO THE CITY OF WILDOMAR, A MUNICIPAL CORPORATION, PER INSTRUMENT NO. 2007-0170124, O.R. THE CITY OF WILDOMAR QUITCLAIMED THEIR INTEREST, UNDER SAID DEDICATION TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY QUITCLAIM DEED RECORDED APRIL 20, 2012 AS INSTRUMENT NO. 181348, AND MARCH 01, 2012 AS INST. NO. 2012-0093258, O.R.

GOLDEN EAGLE- WESTPARK PROMENADE, LLC, SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF AGREEMENT" RECORDED FEBRUARY 25, 2022 AS INSTRUMENT NO. 2022-0096290, O.R.

CRP/CWR WESTPARK PROJECT, LLC, SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "HOLDING AGREEMENT" RECORDED MAY 11, 2022 AS INSTRUMENT NO. 2022-0221189, O.R.

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF WILDOMAR, STATE OF CALIFORNIA, BY IT'S CITY CLERK HEREBY APPROVES THE PARCEL MAP NO. 36612 AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, LOTS "A" THROUGH "E", INCLUSIVE, AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS. THE OFFERS OF DEDICATION MADE HEREON TO THE CITY OF WILDOMAR FOR STORM DRAIN CONSTRUCTION AND MAINTENANCE ACCESS PURPOSES ARE HEREBY ACCEPTED UPON IMPROVEMENT. THE OFFER OF DEDICATION MADE HEREON TO THE CITY OF WILDOMAR FOR PUBLIC UTILITY MAINTENANCE AND ACCESS PURPOSES IS HEREBY ACCEPTED.

DATE: _____, 20____

_____
JANET MORALES, CITY CLERK

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAVEMENT 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: _____, 20___

BY: _____, DEPUTY
MATT JENNINGS
CASH OR SURETY BOND
COUNTY TAX COLLECTOR

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 $ _____.

DATE: _____, 20____

BY: _____, DEPUTY
MATT JENNINGS
COUNTY TAX COLLECTOR

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California)
COUNTY OF San Diego)
ON December 2, 2024 BEFORE ME Vicky H. Mario, NOTARY PUBLIC
PERSONALLY APPEARED Matt Thorne
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND ,

Vicky H. Mario
SIGNATURE

Vicky H. Mario
PRINT NAME

MY COMMISSION EXPIRES Jan. 5, 2026
MY PRINCIPAL PLACE OF BUSINESS IS San Diego COUNTY.
Commission #: 2389658

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20___,
AT _____ .M. IN BOOK _____ OF MAPS,
AT PAGES _____, AT THE REQUEST OF
THE CLERK OF THE BOARD.

NO. _____

FEE _____

PETER ALDANA, ASSESSOR - COUNTY CLERK - RECORDER

BY: _____, DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

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 CALIFORNIA WEST COMMUNITIES, LLC ON JANUARY 29, 2022. 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. HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATE: NOVEMBER 28, 2024

_____
PHILIP J. LEGRAND
L.S. NO. 8812

LICENSED LAND SURVEYOR
PHILIP J. LEGRAND
No. 8812
Exp. 3/31/25
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

THIS MAP CONFORMS WITH 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 PARCEL MAP 36612 AS FILED, AMENDED AND APPROVED BY CITY COUNCIL ON DECEMBER 14, 2016, THE EXPIRATION DATE BEING DECEMBER 14, 2024.

DATE: _____, 20____

_____
DANIEL A. YORK, CITY ENGINEER
P.E. 43212

REGISTERED PROFESSION ENGINEER
DANIEL A. YORK
No. 43212
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT THE PARCEL MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____, 20____

_____
DANIEL A. YORK, CITY SURVEYOR
L.S. 7962

LICENSED LAND SURVEYOR
DANIEL A. YORK
No. 7962
STATE OF CALIFORNIA

ABANDONMENT NOTE

PURSUANT TO SECTION 66434 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

A PORTION OF CATT ROAD RIGHT-OF-WAY AS SHOWN ON RECORD OF SURVEY 141/13-15, O.R., AS SHOWN HEREON AS LOT "F".

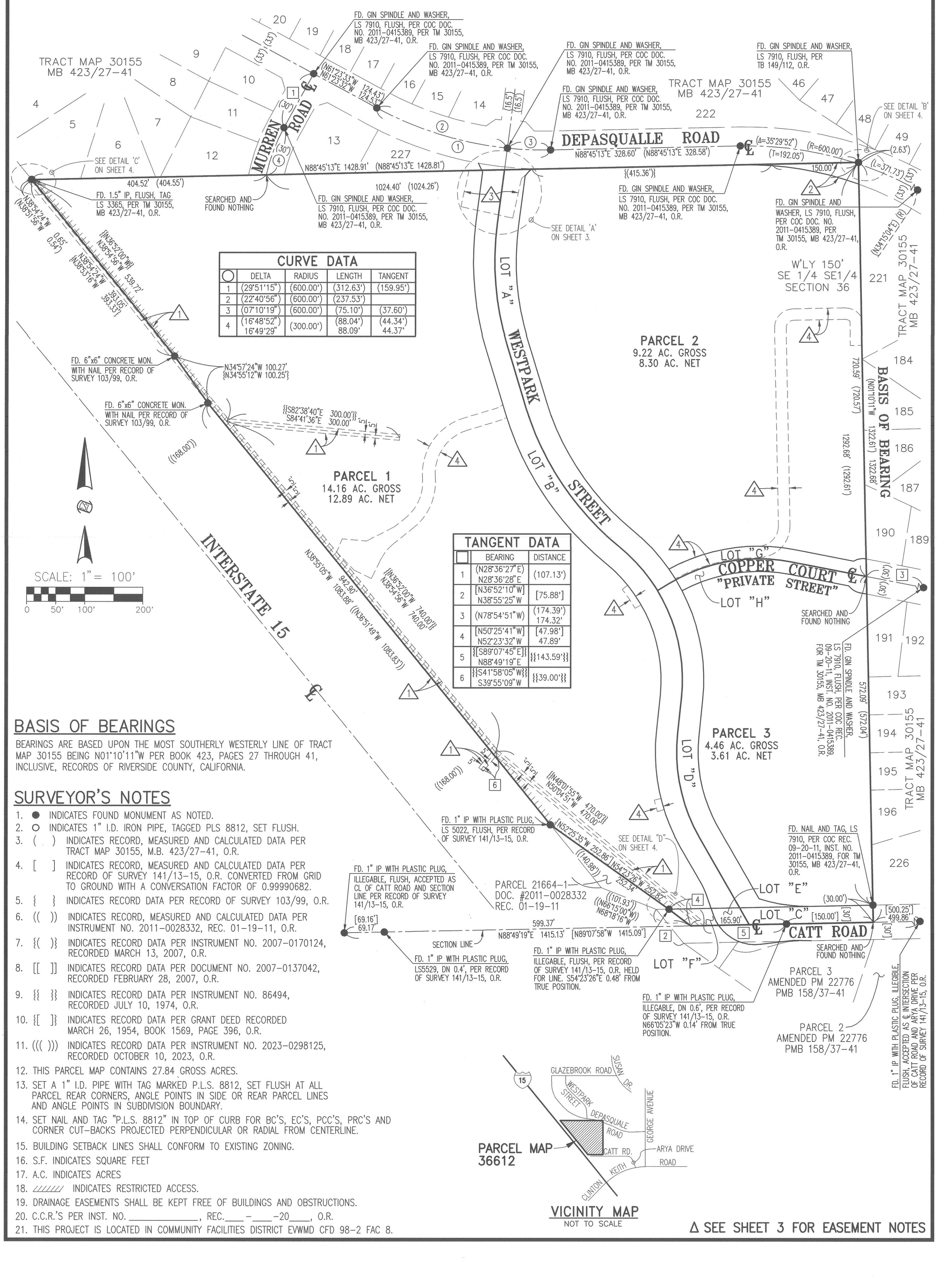
FRACTIONAL SECTION 36 T6S R4W

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP NO. 36612

BEING A SUBDIVISION OF PARCEL MERGER NO. 378, RECORDED JULY 24, 1987, INSTRUMENT NO. 214102, O.R., IN THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 36, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

CSL ENGINEERING, INC. DATE OF SURVEY: FEBRUARY 10, 2022



CURVE DATA

○	DELTA	RADIUS	LENGTH	TANGENT
1	(29°51'15")	(600.00')	(312.63')	(159.95')
2	(22°40'56")	(600.00')	(237.53')	
3	(07°10'19")	(600.00')	(75.10')	(37.60')
4	(16°48'52") 16°49'29"	(300.00')	(88.04') 88.09'	(44.34') 44.37'

TANGENT DATA

□	BEARING	DISTANCE
1	(N28°36'27"E) N28°36'28"E	(107.13')
2	[N36°52'10"W] N38°55'25"W	[75.88']
3	(N78°54'51"W)	(174.39') 174.32'
4	[N50°25'41"W] N52°23'32"W	[47.98'] 47.89'
5	{[S89°07'45"E]} N88°49'19"E	{{143.59'}}
6	{{S41°58'05"W}} S39°55'09"W	{{39.00'}}

BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE MOST SOUTHERLY WESTERLY LINE OF TRACT MAP 30155 BEING N01°10'11"W PER BOOK 423, PAGES 27 THROUGH 41, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SURVEYOR'S NOTES

1. ● INDICATES FOUND MONUMENT AS NOTED.
2. ○ INDICATES 1" I.D. IRON PIPE, TAGGED PLS 8812, SET FLUSH.
3. ( ) INDICATES RECORD, MEASURED AND CALCULATED DATA PER TRACT MAP 30155, M.B. 423/27-41, O.R.
4. [ ] INDICATES RECORD, MEASURED AND CALCULATED DATA PER RECORD OF SURVEY 141/13-15, O.R. CONVERTED FROM GRID TO GROUND WITH A CONVERSATION FACTOR OF 0.99990682.
5. { } INDICATES RECORD DATA PER RECORD OF SURVEY 103/99, O.R.
6. (( )) INDICATES RECORD, MEASURED AND CALCULATED DATA PER INSTRUMENT NO. 2011-0028332, REC. 01-19-11, O.R.
7. {( )} INDICATES RECORD DATA PER INSTRUMENT NO. 2007-0170124, RECORDED MARCH 13, 2007, O.R.
8. [[ ]] INDICATES RECORD DATA PER DOCUMENT NO. 2007-0137042, RECORDED FEBRUARY 28, 2007, O.R.
9. {{ }} INDICATES RECORD DATA PER INSTRUMENT NO. 86494, RECORDED JULY 10, 1974, O.R.
10. {[ ]} INDICATES RECORD DATA PER GRANT DEED RECORDED MARCH 26, 1954, BOOK 1569, PAGE 396, O.R.
11. ((( ))) INDICATES RECORD DATA PER INSTRUMENT NO. 2023-0298125, RECORDED OCTOBER 10, 2023, O.R.
12. THIS PARCEL MAP CONTAINS 27.84 GROSS ACRES.
13. SET A 1" I.D. PIPE WITH TAG MARKED P.L.S. 8812, SET FLUSH AT ALL PARCEL REAR CORNERS, ANGLE POINTS IN SIDE OR REAR PARCEL LINES AND ANGLE POINTS IN SUBDIVISION BOUNDARY.
14. SET NAIL AND TAG "P.L.S. 8812" IN TOP OF CURB FOR BC'S, EC'S, PCC'S, PRC'S AND CORNER CUT-BACKS PROJECTED PERPENDICULAR OR RADIAL FROM CENTERLINE.
15. BUILDING SETBACK LINES SHALL CONFORM TO EXISTING ZONING.
16. S.F. INDICATES SQUARE FEET
17. A.C. INDICATES ACRES
18. ////// INDICATES RESTRICTED ACCESS.
19. DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.
20. C.C.R.'S PER INST. NO. _____, REC.____-____-20____, O.R.
21. THIS PROJECT IS LOCATED IN COMMUNITY FACILITIES DISTRICT EVWMD CFD 98-2 FAC 8.

VICINITY MAP
NOT TO SCALE

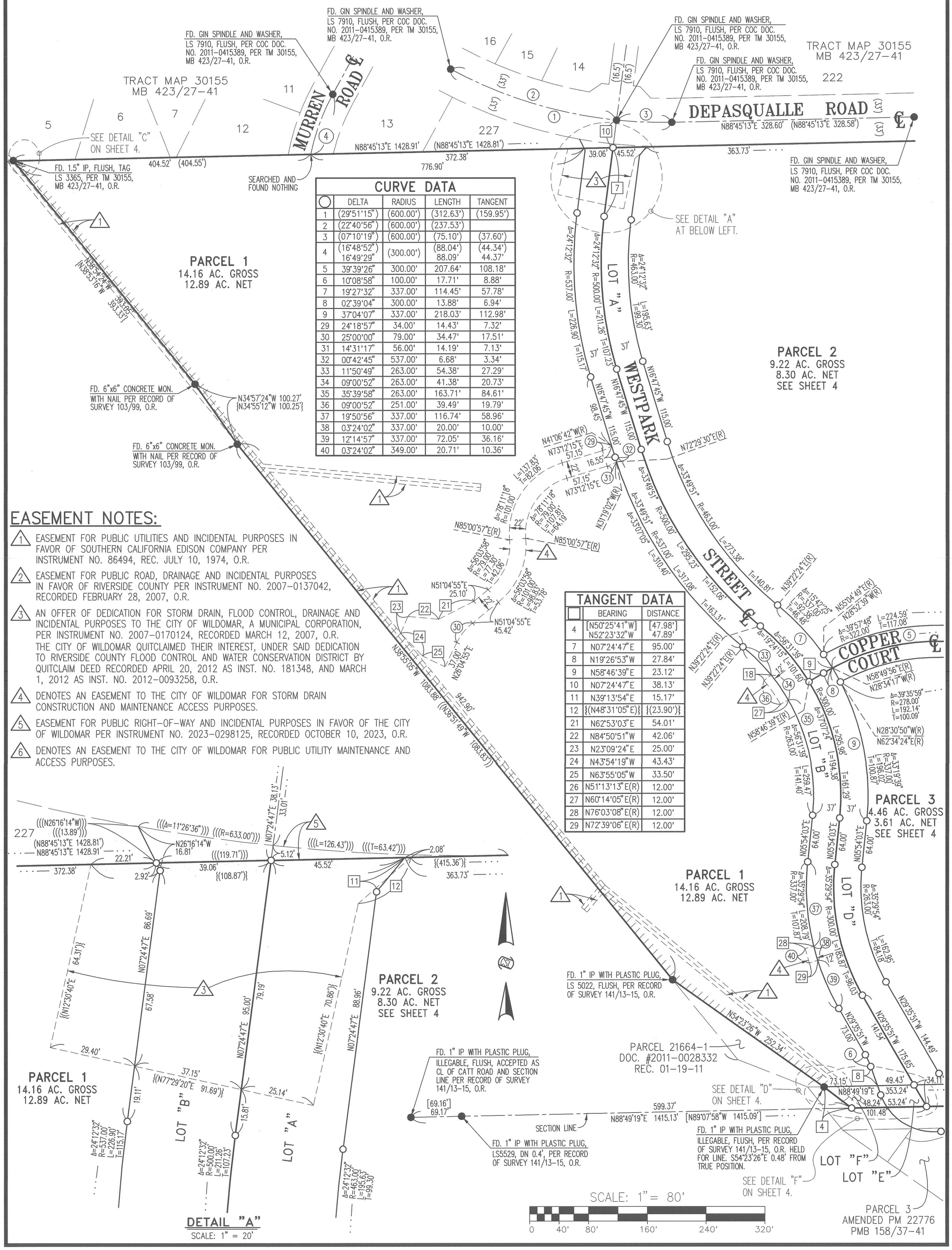
Δ SEE SHEET 3 FOR EASEMENT NOTES

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP NO. 36612

BEING A SUBDIVISION OF PARCEL MERGER NO. 378, RECORDED JULY 24, 1987, INSTRUMENT NO. 214102, O.R., IN THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 36, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

CSL ENGINEERING, INC. DATE OF SURVEY: FEBRUARY 10, 2022



CURVE DATA

	DELTA	RADIUS	LENGTH	TANGENT
1	(29°51'15")	(600.00')	(312.63')	(159.95')
2	(22°40'56")	(600.00')	(237.53')	
3	(07°10'19")	(600.00')	(75.10')	(37.60')
4	(16°48'52") 16°49'29"	(300.00')	(88.04') 88.09'	(44.34') 44.37'
5	39°39'26"	300.00'	207.64'	108.18'
6	10°08'58"	100.00'	17.71'	8.88'
7	19°27'32"	337.00'	114.45'	57.78'
8	02°39'04"	300.00'	13.88'	6.94'
9	37°04'07"	337.00'	218.03'	112.98'
29	24°18'57"	34.00'	14.43'	7.32'
30	25°00'00"	79.00'	34.47'	17.51'
31	14°31'17"	56.00'	14.19'	7.13'
32	00°42'45"	537.00'	6.68'	3.34'
33	11°50'49"	263.00'	54.38'	27.29'
34	09°00'52"	263.00'	41.38'	20.73'
35	35°39'58"	263.00'	163.71'	84.61'
36	09°00'52"	251.00'	39.49'	19.79'
37	19°50'56"	337.00'	116.74'	58.96'
38	03°24'02"	337.00'	20.00'	10.00'
39	12°14'57"	337.00'	72.05'	36.16'
40	03°24'02"	349.00'	20.71'	10.36'

TANGENT DATA

	BEARING	DISTANCE
4	[N50°25'41"W] N52°23'32"W	[47.98'] 47.89'
7	N07°24'47"E	95.00'
8	N19°26'53"W	27.84'
9	N58°46'39"E	23.12'
10	N07°24'47"E	38.13'
11	N39°13'54"E	15.17'
12	{(N48°31'05"E)}	{(23.90')}
21	N62°53'03"E	54.01'
22	N84°50'51"W	42.06'
23	N23°09'24"E	25.00'
24	N43°54'19"W	43.43'
25	N63°55'05"W	33.50'
26	N51°13'13"E(R)	12.00'
27	N60°14'05"E(R)	12.00'
28	N76°03'08"E(R)	12.00'
29	N72°39'06"E(R)	12.00'

EASEMENT NOTES:

1. EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INSTRUMENT NO. 86494, REC. JULY 10, 1974, O.R.
2. EASEMENT FOR PUBLIC ROAD, DRAINAGE AND INCIDENTAL PURPOSES IN FAVOR OF RIVERSIDE COUNTY PER INSTRUMENT NO. 2007-0137042, RECORDED FEBRUARY 28, 2007, O.R.
3. AN OFFER OF DEDICATION FOR STORM DRAIN, FLOOD CONTROL, DRAINAGE AND INCIDENTAL PURPOSES TO THE CITY OF WILDOMAR, A MUNICIPAL CORPORATION, PER INSTRUMENT NO. 2007-0170124, RECORDED MARCH 12, 2007, O.R. THE CITY OF WILDOMAR QUITCLAIMED THEIR INTEREST, UNDER SAID DEDICATION TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY QUITCLAIM DEED RECORDED APRIL 20, 2012 AS INST. NO. 181348, AND MARCH 1, 2012 AS INST. NO. 2012-0093258, O.R.
4. DENOTES AN EASEMENT TO THE CITY OF WILDOMAR FOR STORM DRAIN CONSTRUCTION AND MAINTENANCE ACCESS PURPOSES.
5. EASEMENT FOR PUBLIC RIGHT-OF-WAY AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF WILDOMAR PER INSTRUMENT NO. 2023-0298125, RECORDED OCTOBER 10, 2023, O.R.
6. DENOTES AN EASEMENT TO THE CITY OF WILDOMAR FOR PUBLIC UTILITY MAINTENANCE AND ACCESS PURPOSES.

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 4 OF 4 SHEETS

PARCEL MAP NO. 36612

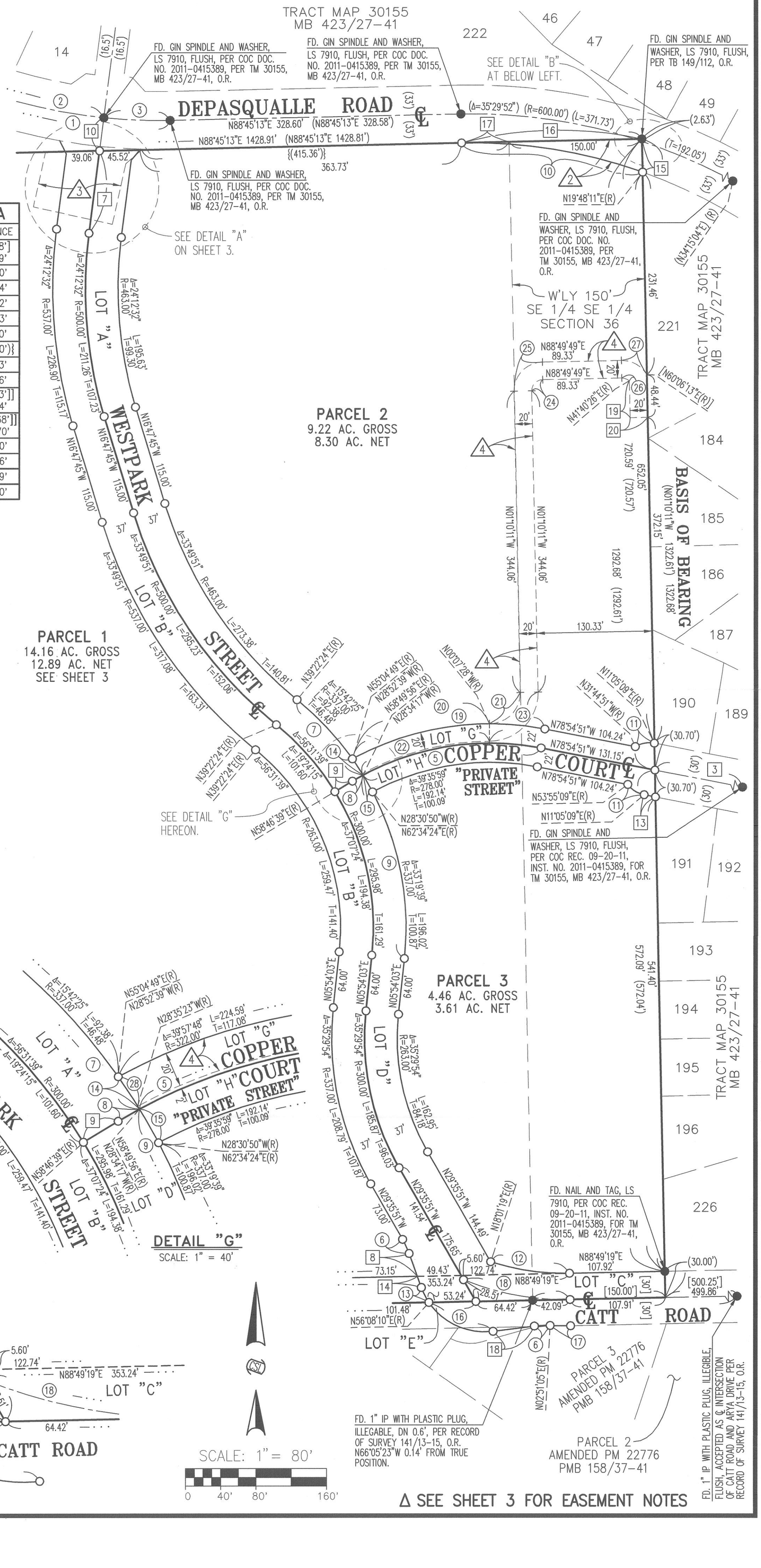
BEING A SUBDIVISION OF PARCEL MERGER NO. 378, RECORDED JULY 24, 1987, INSTRUMENT NO. 214102, O.R., IN THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 36, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

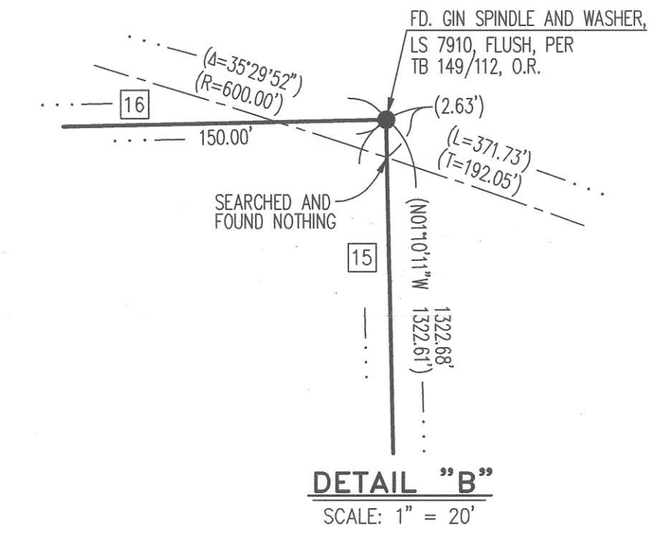
CSL ENGINEERING, INC.

DATE OF SURVEY: FEBRUARY 10, 2022

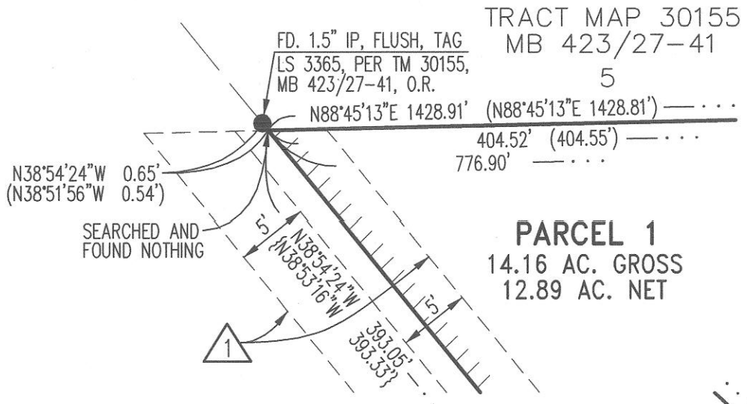
CURVE DATA				
◯	DELTA	RADIUS	LENGTH	TANGENT
1	(29°51'15")	(600.00')	(312.63')	(159.95')
2	(22°40'56")	(600.00')	(237.53')	
3	(07°10'19")	(600.00')	(75.10')	(37.60')
4	(16°48'52") 16°49'29"	(300.00')	(88.04') 88.09'	(44.34') 44.37'
5	39°39'26"	300.00'	207.64'	108.18'
6	10°08'58"	100.00'	17.71'	8.88'
7	19°27'32"	337.00'	114.45'	57.78'
8	02°39'04"	300.00'	13.88'	6.94'
9	37°04'07"	337.00'	218.03'	112.98'
10	[[21°02'50"]] 21°02'58"	[[567.00']]	[[208.28']] 208.31'	105.34'
11	42°50'00"	30.00'	22.43'	11.77'
12	19°12'01"	270.00'	90.48'	45.67'
13	14°24'57"	76.00'	19.12'	9.61'
14	03°45'07"	337.00'	22.07'	11.04'
15	03°44'28"	337.00'	22.00'	11.01'
16	63°26'03"	76.00'	84.14'	46.97'
17	04°01'46"	330.00'	23.21'	11.61'
18	23°35'37"	300.00'	123.54'	62.66'
19	39°57'48"	322.00'	224.59'	117.08'
20	28°45'11"	322.00'	161.59'	82.53'
21	91°02'43"	35.00'	55.62'	35.64'
22	28°27'55"	302.00'	150.04'	76.60'
23	91°02'43"	55.00'	87.40'	56.01'
24	90°00'00"	12.50'	19.63'	12.50'
25	90°00'00"	32.50'	51.05'	32.50'
26	42°50'37"	12.50'	9.35'	4.90'
27	61°16'24"	32.50'	34.76'	19.25'
28	03°24'41"	337.00'	20.06'	10.04'

TANGENT DATA		
☐	BEARING	DISTANCE
4	[N50°25'41"W] N52°23'32"W	[47.98'] 47.89'
7	N07°24'47"E	95.00'
8	N19°26'53"W	27.84'
9	N58°46'39"E	23.12'
10	N07°24'47"E	38.13'
11	N39°13'54"E	16.40'
12	{(N48°31'05"E)}	{(23.90')}
13	N78°54'51"W	13.03'
14	N19°26'53"W	13.46'
15	(N01°10'11"W)	[[37.83']] 37.84'
16	N88°45'13"E	[[203.68']] 203.70'
17	N88°45'13"E	53.70'
18	N82°42'07"E	47.06'
19	N01°10'11"W	41.99'
20	N88°49'49"E	20.00'

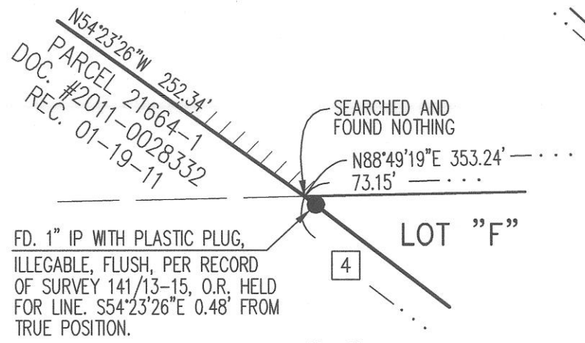




DETAIL "B"
SCALE: 1" = 20'

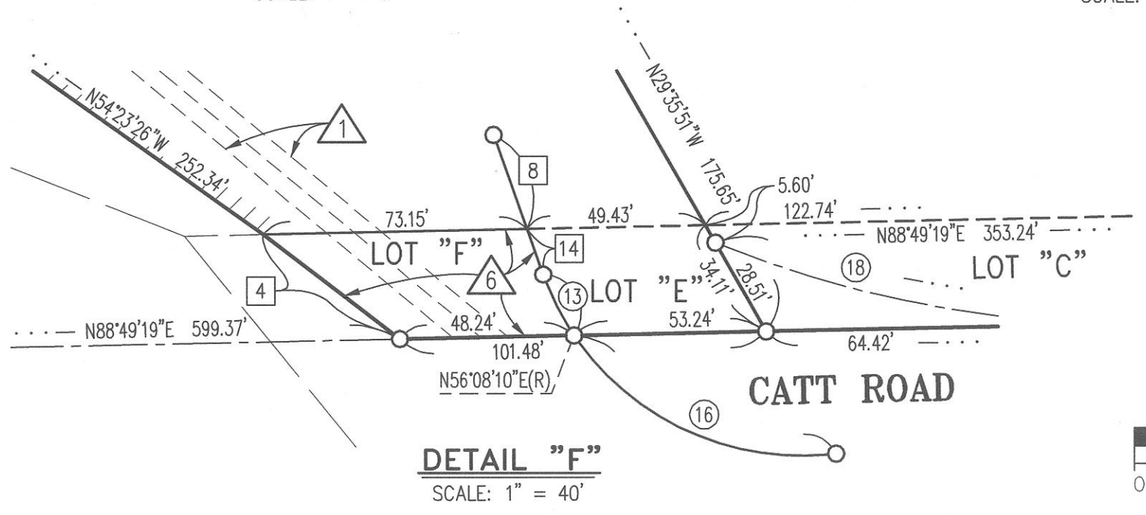


DETAIL "C"
SCALE: 1" = 10'



DETAIL "D"
SCALE: 1" = 5'

DETAIL "G"
SCALE: 1" = 40'



DETAIL "F"
SCALE: 1" = 40'

Δ SEE SHEET 3 FOR EASEMENT NOTES

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

CITY OF WILDOMAR
Attn: City Clerk
23873 Clinton Keith Rd., Suite 111
Wildomar, California 92595

THIS SPACE FOR RECORDER'S USE ONLY

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL PARCEL MAP 36612

By and Between

THE CITY OF WILDOMAR,
a municipal corporation

and

CRP/CWR WESTPARK PROJECT, LLC

a Delaware Limited Liability Company

DATED DECEMBER 11, 2024

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL PARCEL MAP 36612

This Subdivision Improvement Agreement ("Agreement") is entered into as of this 11th day of December, 2024 by and between the City of Wildomar, a municipal corporation ("City") and CRP/CWR Westpark Project, LLC ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. Developer has submitted to City an application for approval of a final Parcel map for real property located within City, a legal description of which is attached hereto as Exhibit "A". The Parcel map is identified in City records as Parcel Map No. 36612. On December 14, 2016, the City conditionally approved Parcel Map No. 36612.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.), ("Map Act") the City Ordinances, the conditions of approval for Parcel Map No. 36612, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Parcel Map No. 36612.

D. City has authority to enter into this Subdivision Improvement Agreement pursuant to Government Code Sections 66499 – 66499.10.

E. Pursuant to Government Code Section 66499, Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for Parcel Map No. 36612.

DEFINED TERMS

"*Developer"* shall mean CRP/CWR Westpark Project, LLC, a Delaware Limited Liability Company. 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.

"*Estimated Costs*" shall mean the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

"***Litigation Expenses***" shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a party in good faith in the prosecution of an action or proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

"***Map Act***" shall mean the Subdivision Map Act, Government Code Sections 66410 et seq.

"***Property****"* shall mean the all of the real property contained within the boundaries of Parcel Map No. 36612 located in the City of Wildomar, California, as is more particularly described in the legal description and Parcel diagram attached hereto and incorporated hereby by reference at Exhibit "A".

"***Public Improvements***" shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Parcel Map No. 36612 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Parcel Map No. 36612. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Exhibit "B. Notwithstanding, Exhibit "B", Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Parcel Map 36612.

"***Required Insurance***" shall mean the insurance required to be maintained by Developer under Section 17.

"***Security***" shall mean surety bonds, lien agreement or other security approved by the City Engineer or City Attorney in the amounts and under the terms of Section 12.

*"****Parcel Map No. 36612***." shall mean the final map prepared and approved by the City for tentative Parcel Map No. 36612.

"***Warranty***" shall mean the one year period following completion of the Public Improvements by Developer and the acceptance of the Public Improvements by the City in which Developer warrants and guarantees all Public Improvements.

OPERATIVE PROVISIONS

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

1. **EFFECTIVENESS.** This Agreement shall not be effective unless and until all four (4) of the following conditions are satisfied in the order provided:

1.1 **Security.** Developer provides City with the Security of the type and in the amounts required by this Agreement;

1.2 **Final Map and Agreement Approval**. The City Council of the City ("City Council") approves the final map for Parcel Map No. 36612 and this Agreement;

1.3 **Record Agreement**. Developer and City execute the Agreement and City records this Agreement in the Recorder's Office of the County of Riverside; and

1.4 **Record Final Map**. Developer records the final map for Parcel Map No. 36612 in the Recorder's Office of the County of Riverside.

If the above described conditions are not satisfied in the order, manner and within the time provided under this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer.

2. **PUBLIC IMPROVEMENTS.** Developer shall construct or have constructed at its own cost, expense, and liability the Public Improvements, as defined herein, within the time and in the manner required under this Agreement. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water or sewer system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water or sewer system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 **Prior Partial Construction of Public Improvements.** Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 **Permits; Notices; Utility Statements.** Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or approval issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 **Pre-approval of Plans and Specifications**. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 **Quality of Work; Compliance With Laws and Codes**. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

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

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

2.7 **Other Obligations Referenced in Conditions of Tentative Map Approval**. In addition to the foregoing, Developer shall satisfy all of the conditions of approval on the tentative map for the Property. The conditions of approval which have not been satisfied prior to the date of this Agreement are identified on Exhibit "D" hereto.

3. **MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING**. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Public Improvements until approved and accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the

responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4. **CONSTRUCTION SCHEDULE**. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within two years (24 months) following approval of the final map for Parcel Map No. 36612.

4.1 **Extensions**. City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the Security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 **Accrual of Limitations Period**. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5. **GRADING**. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Parcel Map

6. No. 36612 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

7. **UTILITIES**. Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Parcel Map No.

36612 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

8. **FEES AND CHARGES**. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Parcel Map No. 36612, or as required by other governmental agencies having jurisdiction over Parcel Map No. 36612.

9. **CITY INSPECTION OF PUBLIC IMPROVEMENTS**. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. If the City inspector requests it, the Developer at any time before acceptance of the Public Improvements shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement. The inspection of the work by City shall not relieve Developer or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

10. **ADMINISTRATIVE COSTS.** If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11. **ACCEPTANCE OF IMPROVEMENTS; AS-BUILT OR RECORD DRAWINGS**. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement.

11.1 **Developer's Notice of Completion**. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with Article 2 of Chapter 4 of Title 2 of Part 6 of Division 4 of the Civil Code, at which time the

accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

11.2 **City Acceptance of Public Improvements**. If Parcel Map No. 36612 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

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

12. **WARRANTY AND GUARANTEE**. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City. During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13. **SECURITY**. Prior to City's approval and execution of this Agreement, Developer shall provide City with surety bonds, a lien agreement, or another form of security acceptable to the City Attorney and City Engineer under the terms set forth below.

13.1 **Surety Bonds**. If surety bonds are provided as Security, the amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

13.1.1 **Performance Bond**. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in

default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of **Two Million Five Hundred Fifty-Five Thousand and 00/100 Dollars** (**$2,555,000.00**), which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

13.1.2 **Partial Release**. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Parcel Map No. 36612, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Parcel Map No. 36612.

13.1.3 **Labor & Material Bond**. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of **One Million Two Hundred Seventy-Seven Thousand and 00/100 Dollars** ($**1,277,500.00**), which sum shall not be less than fifty percent (50%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.1.4 **Additional Requirements**. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, be a bank or insurance company licensed to transact surety business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.1.5 **Form of Bonds**. The evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

13.2 **Lien Agreement**. In lieu of surety bonds required under Section 12.1 et seq. or the security required by Section 13 of this Agreement, Developer may execute a lien agreement as Security for the Improvements in accordance with Wildomar Municipal Code

Section 16.56.030. The Lien Agreement shall be in the form attached hereto as Exhibit "E" and incorporated herein by this reference.

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

14. **MONUMENT SECURITY**. Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Parcel Map No. 36612 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash or a surety bond with City in the amount of **Forty Two Thousand and 00/100 Dollars** ($**42,000.00**), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit or surety bond may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Parcel Map No. 36612. Notwithstanding the foregoing, if City accepts a lien agreement as security for the Improvements under Section 12.2 of this Agreement, such lien agreement may serve as the security for some or all of the Subdivision Monuments, as determined by the City Engineer.

15. **LIEN.** To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

16. **SIGNS AND ADVERTISING**. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the summary removal by City, without notice to Developer, of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

17. **INDEMNIFICATION**. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims,

demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

18. **INSURANCE**.

18.1 **Types; Amounts**. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

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

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

18.1.3 **Workers' Compensation.** Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy at all times during which insured retains employees.

18.1.4 **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions

with limits not less than $1,000,000 per claim. Such insurance shall be endorsed to include contractual liability. Coverage applicable to the work performed under this agreement shall be continued for five (5) years after completion of the work . Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this agreement.

18.1.5 **Pollution Liability.** Minimum Limits: $1,000,000 per Pollution Incident; $1,000,000 Aggregate; Coverage shall apply to pollution incidents at or from any location at which Developer and its contractors are performing work under this agreement. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it shall be approved in advance by the City. Developer and its contractors are responsible for any deductible or self-insured retention and shall fund it upon the City's written request, regardless of whether Developer and its contractors have a claim against the insurance or are named as a party in any action involving the City. The City, its elected officials, officers, employees, agents, and volunteers shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Developer and its contractors. Additional insured status shall continue for one (1) year after completion of the work. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work. The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.

18.2 **Deductibles**. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

18.4 **Primary Insurance; Waiver of Subrogation**. The General Liability Insurance provided to the additional insured shall be primary to, and non contributory with, any insurance or self insurance program maintained by the City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the

insurance company waives all right of recovery by way of subrogation against City, its elected officials, officers, employees, agents and volunteers.

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

18.6 **Term; Cancellation Notice**. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. Developer 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, Developer shall forthwith obtain and submit proof of substitute insurance. Should Developer fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Developer's sole cost and expense.

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

19. **DEFAULT; NOTICE; REMEDIES**.

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

19.2 **Failure to Remedy; City Action**. If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of

City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

19.3 **Other Remedies**. No action by City pursuant to Section 18.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise it rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

20. **GENERAL PROVISIONS**.

20.1 **Authority to Enter Agreement**. 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.

20.2 **Cooperation; Further Acts**. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

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

20.4 **Notices**. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Wildomar
Attn: City Manager
23873 Clinton Keith Rd., Suite 111
Wildomar, CA 92595

DEVELOPER:

CRP/CWR Westpark Project
Attn: Rick Schroeder
5927 Priestly Drive, Suite 110
Carlsbad, CA 92008

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

20.5 **Amendment; Modification**. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Developer and by the City. 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. **Waiver**. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

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

20.7 **Binding Effect**. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.8 **No Third Party Beneficiaries**. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20.9 **Invalidity; Severability**. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.10 **Consent to Jurisdiction and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or

proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

20.11 **Attorneys' Fees and Costs**. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all Litigation Expenses. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Litigation Expenses.

20.12 **Relationship Between The Parties**. The Parties hereby mutually agree that neither this Agreement, any map related to Parcel Map No. 36612, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

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

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

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

CITY OF WILDOMAR

_____
Daniel A. York
City Manager

ATTEST:

_____
Janet Morales
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

CRP/CWR Westpark Project, L.L.C., a Delaware limited liability company

By: CRP/CWR Westpark Venture, L.L.C., a Delaware limited liability company
Its: Sole Member

By: CWR 191 Westpark Mgmt LLC, a California limited liability company
Its: Authorized Member

By: CWR 191 Wildomar Mgmt LLC, a California limited liability company
Its: Manager

By: _____
Matthew Thorne, COO

By: _____
Donald Fontana, President

NOTE: **DEVELOPER'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 DEVELOPER'S BUSINESS ENTITY.**

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of San Diego }

On November 21, 2024 *Date* before me, Vicky H. Mario, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Mathew Thorne & Donald Fontana *Name(s) of Signer(s)*,

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.

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

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Vicky H. Mario
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

Document Date: CRP/CWR Westpark Project, LLC Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL MAP NO. 36612

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

Pursuant to Certificate of Parcel Merger No. 378, recorded July 24, 1987 as Instrument No. 214102, Official Records, said land is described as follows:
That portion of the Southeast quarter of fractional Section 36, Township 6 South, Range 4 West, San Bernardino Base and Meridian, in the unincorporated territory of the County of Riverside, State of California, described as follows:

Beginning at the Southeast corner of Section 36, thence Westerly along the South line of said Section line and centerline of Catt Road, South 88° 48' 45" West 1532.29 feet to the Southeasterly terminus of "Course B" as described in Deed to the State of California recorded March 26, 1954 in Book 1569, Page 396 of Official Records; thence leaving said Southerly line, North 38° 55' 30" West 37.94 feet to the Northerly line of Catt Road and the true Point of Beginning; thence North 68° 20' 12" West 101.82 feet; thence North 38° 55' 30" West 1083.73 feet; thence North 35° 55' 15" West 100.24 feet; thence North 38° 55' 30" West 349.96 feet to a point on the North line of the Southwest quarter of the Southeast quarter of said fractional Section 36; thence Easterly along said Northerly line, North 88° 45' 13" East 1283.75 feet to the Northeast corner of the Southwest quarter of the Southeast quarter; thence Easterly along the Northerly line of the Southeast quarter of the Southeast quarter, North 88° 45' 13" East 150.00 feet; thence leaving said Northerly line, South 01° 09' 02" East 1292.78 feet to the Northerly line of Catt Road; thence continuing along the Northerly line of said Catt Road South 88° 48' 45" West 376.95 feet to the true Point of Beginning.

Excepting therefrom one-half of all oil, gas and other hydrocarbon substances and minerals below a depth of 500 feet from the surface, but without the right to enter upon or use the surface of said real property, as reserved by Sidney Snyder, et al., in Deed recorded December 19, 1958 in Book 2383, Page 250, Official Records, Riverside County Records.

A Notice of Intent to preserve mineral rights pursuant to Section 883.230 California Civil Code was recorded January 23, 1985 as Instrument No. 14390, Official Records.

Also excepting therefrom that portion conveyed to the City of Wildomar, a Municipal Corporation by Deed recorded on January 19, 2011 as Instrument No. 2011-0028332, of Official Records.

APN: 376-410-013, 376-410-023 and 376-410-025

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

PARCEL MAP NO. 36612

OFFSITE IMPROVEMENTS FOR PM 36612

CITY OF WILDOMAR
CONSTRUCTION COST WORKSHEET
AND PLAN CHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT MAP NO. PM 36612 DATE: 4/29/2024
PP, CU, PU, MS OR VL NO. IP: **21-0075**

IMPROVEMENTS			FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage		$ 1,526,053.43	$ 1,526,000.00	$ 763,000.00
*Flood Control		$ 565,851.00	$ 566,000.00	$ 283,000.00
Water	EVMWD (District Name)	$ 345,996.00	$ 346,000.00	$ 173,000.00
Sewer	EVMWD (District Name)	$ 117,144.00	$ 117,000.00	$ 58,500.00
Total		**2,555,044.43**	$ **2,555,000.00**	$ **1,277,500.00**
Warranty Retention (10%)			$ 255,500.00	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathmatical extensions, using County's unit costs, are accurate for determining bonding costs

Above amounts **DO** include additional 20% for recordation prior to having signed plans (Ordinance460, Section 10.3E).

REGISTERED PROFESSIONAL ENGINEER
RICHARD A. SCIANNI
25917
EXPIRES
12/31/
CIVIL
STATE OF CALIFORNIA

Richard A. Scianni — Signature
4/29/2024 — Date

Richard A. Scianni — Name Typed or printed
25917 — RCE#
12/31/2025 — Exp. Date
Civil Engineer's Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estmate.

INSTRUCTIONS BELOW ***

1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "Riverside County Improvement Requirement Worksheet."

2. Show Performance Bond Amounts to the nearest $500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amountss. **100% for Flood Control items.

3. For Construction items not covered by "Riverside County Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If Riverside County Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF WILDOMAR
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
		ROADWAY EXCAVATION		
2,207	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	$ 20.00	$ 44,140.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) = Fill (f) =		
	C.Y.	(a.) Excavate and Fill	$ 0.40	$ 0.00
	C.Y.	(b.) Excavate and Export	$ 1.10	$ 0.00
	C.Y.	(c.) Import and Fill	$ 2.80	$ 0.00
		If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
485	L.F.	Sawcut Exist. A.C. Pavement	$ 1.00	$ 485.00
	S.F.	Cold Plane A.C. Pavement	$ 2.25	$ 0.00
4,506	S.Y.	Grinding A.C. , in place	$ 2.00	$ 9,012.00
13,786	S.Y.	Remove A.C. Pavement	$ 1.45	$ 19,989.70
664	L.F.	Remove Curb and Gutter	$ 18.00	$ 11,952.00
54	L.F.	Remove A.C. Dike	$ 3.00	$ 162.00
	EA.	Relocate Mailbox	$ 250.00	$ 0.00
3,863	S.F.	Remove existing sidewalk	$ 2.50	$ 9,657.50
414	L.F.	Remove Chain Link Fence	$ 7.50	$ 3,105.00
780	S.F.	7.5" PCC over 95% compacted subgrade	$ 8.00	$ 6,240.00
283	L.F.	15" high Retaining Curb	$ 35.00	$ 9,905.00
13	EA.	Miscellaneous removals	$ 100.00	$ 1,300.00
1,670	TON	Asphalt Concrete (69,595 S.F.)	$ 90.00	$ 150,300.00
2,148	C.Y.	Agg Base Class II (69,595 S.F.) Streets 10"AB	$ 50.00	$ 107,400.00
2.7	Ton	Asphalt Emulsion (Fog Seal/Paint Binder)	$ 600.00	$ 1,632.00
4,021	S.F.	AC overlay (min. 0.10') (3,536 SF)	$ 0.90	$ 3,618.90
4,201	L.F.	Curb and Gutter (Type A-6)	$ 15.00	$ 63,015.00
	L.F.	Curb and Gutter (Type A-8)	$ 17.00	$ 0.00
	L.F.	Type "C" Curb	$ 12.00	$ 0.00
	L.F.	Type "D-1" Curb	$ 12.00	$ 0.00
2,706	L.F.	Type "D" Curb	$ 15.00	$ 40,590.00
	L.F.	A.C. Dike (6")(incl. material & labor)	$ 10.00	$ 0.00
	L.F.	A.C. Dike (8")(incl. material & labor)	$ 15.00	$ 0.00
834	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ 8,340.00
18,896	S.F.	P.C.C. Sidewalk	$ 6.00	$ 113,376.00
3,026	S.F.	P.C.C. Drive Approach	$ 8.00	$ 24,208.00
	S.F.	P.C.C. Dip Section Std. 307	$ 6.00	$ 0.00
2	EA.	Handicapped Access Ramp	$ 2,000.00	$ 4,000.00
	C.Y.	Structural Reinforcement Concrete	$ 400.00	$ 0.00
	L.F.	Barricades	$ 100.00	$ 0.00

CITY OF WILDOMAR
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Metal Beam Guard Railing	$ 50.00	$ 0.00
2,630	L.F.	Utility Trench, one side (Edison, Telephone, Cable)	$ 10.00	$ 26,300.00
	L.F.	Chain Link Fence (6')	$ 80.00	$ 0.00
	L.F.	Relocate Fence	$ 12.00	$ 0.00
	EA.	Pipe Gate	$ 1,000.00	$ 0.00
	EA.	Relocate Power Pole	$ 10,000.00	$ 0.00
9	EA.	Street Lights (including conduit)	$ 5,000.00	$ 45,000.00
	EA.	Concrete Bulkhead	$ 2,500.00	$ 0.00
	EA.	Slope Anchors for Pipes	$ 300.00	$ 0.00
	C.Y.	Cut Off Wall (Std 2')	$ 400.00	$ 0.00
	EA.	A. C. Overside Drain	$ 800.00	$ 0.00
	EA	Under Sidewalk Drain Std 309	$ 2,000.00	$ 0.00
	EA	Flat Outlet Drainage Structure Std 303	$ 2,000.00	$ 0.00
	EA	Curb Outlet Drainage Structure Std 308	$ 2,000.00	$ 0.00
	EA	Private Drainage Structure Std 310	$ 500.00	$ 0.00
	S.F.	Terrace Drain & Down Drain	$ 6.50	$ 0.00
	S.F.	Interceptor Drain	$ 6.50	$ 0.00
	C.Y.	R.C. Box Culvert	$ 400.00	$ 0.00
	C.Y.	Concrete Channel	$ 200.00	$ 0.00
70	C.Y.	Rip Rap (1/4 Ton) Methob B	$ 40.00	$ 2,800.00
	C.Y.	Rip Rap (1/2 Ton) Methob B	$ 45.00	$ 0.00
	C.Y.	Rip Rap (1 Ton) Method B	$ 50.00	$ 0.00
	C.Y.	Rip Rap (2 Ton) Method B	$ 55.00	$ 0.00
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 60.00	$ 0.00
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 67.00	$ 0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	$ 75.00	$ 0.00
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 80.00	$ 0.00
586	L.F.	18" R.C. P. Or 21" x 15" RCPA	$ 113.00	$ 66,218.00
	L.F.	24" R.C. P. Or 28" x 20" RCPA	$ 140.00	$ 0.00
	L.F.	30" R.C. P. Or 35" x 24" RCPA	$ 150.00	$ 0.00
	L.F.	36" R.C. P. Or 42" x 29" RCPA	$ 155.00	$ 0.00
	L.F.	42" R.C. P. Or 49" x 33" RCPA	$ 160.00	0.00
	L.F.	48" R.C. P. Or 57" x 38" RCPA	$ 165.00	0.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	$ 170.00	0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPA	$ 175.00	0.00
	L.F.	18" C.S.P. HDPE Or Equal	$ 40.00	$ 0.00
	L.F.	24" C.S.P. HDPE Or Equal	$ 50.00	$ 0.00
	L.F.	30" C.S.P. HDPE Or Equal	$ 60.00	$ 0.00
	L.F.	36" C.S.P. HDPE Or Equal	$ 70.00	$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	$ 80.00	$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	$ 100.00	$ 0.00
	L.F.	54" C.S.P. HDPE Or Equal	$ 110.00	$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	$ 120.00	$ 0.00
	EA.	Catch Basin W=4'	$ 2,200.00	$ 0.00
4	EA.	Catch Basin W=7'	$ 4,000.00	$ 16,000.00
	EA.	Catch Basin W=14'	$ 7,800.00	$ 0.00
	EA.	Catch Basin W=21'	$ 12,000.00	$ 0.00

CITY OF WILDOMAR
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Catch Basin W=28'	$ 15,000.00	$ 0.00
	EA.	Type IX Inlet	$ 2,500.00	$ 0.00
	EA.	Type X Inlet	$ 2,500.00	$ 0.00
	EA.	Junction Structure No. 1	$ 3,000.00	$ 0.00
	EA.	Junction Structure No. 2	$ 3,000.00	$ 0.00
	EA.	Junction Structure No. 6	$ 3,700.00	$ 0.00
	EA.	Transition Structure No. 1	$ 12,500.00	$ 0.00
	EA.	Transition Structure No. 2	$ 12,500.00	$ 0.00
	EA.	Transition Structure No. 3	$ 2,700.00	$ 0.00
5	EA.	Manhole No. 1	$ 2,700.00	$ 13,500.00
	EA.	Manhole No. 2	$ 3,300.00	$ 0.00
	EA.	Manhole No. 3	$ 2,700.00	$ 0.00
	EA.	Manhole No. 4	$ 5,000.00	$ 0.00
	EA.	Adjust Water Valve to Grade (if no water plan)	$ 250.00	$ 0.00
7	EA.	Adjust MH to Grade (if no sewer plan)	$ 600.00	$ 4,200.00
	EA.	Street Name Sign	$ 400.00	$ 0.00
3	EA.	Concrete Headwall Structure	$ 3,500.00	$ 10,500.00
				$ 0.00
		SIGNING, STRIPING AND SIGNALS		
	S.F	Remove Traffic Stripes and Paint Markings	$ 2.50	$
	EA.	Remove, Sign, Salvage	$ 100.00	$ 0.00
	EA.	Relocate Roadside Sign	$ 150.00	$ 0.00
4	EA.	Street Name Sign	$ 400.00	$ 1,600.00
	EA.	Install Sign (Strap and Saddle Bracket Method)	$ 150.00	
-	EA.	Install Sign Mast Arm Hanger Method)	$ 150.00	$ 0.00
12	EA.	Road Sign - One Post	$ 250.00	$ 3,000.00
	EA.	Road Sign - Two Post	$ 400.00	$ 0.00
	EA.	Object Marker - Modified Type "F" Delineator	$ 60.00	$ 0.00
	EA.	Delineator (Class 1 Type F)	$ 40.00	$ 0.00
	EA.	Delineator (Class 2)	$ 45.00	$ 0.00
19	EA.	Pavement Marker, Reflective	$ 3.75	$ 71.25
	L.F.	Paint Traffic Stripe (2 Coats)	$ 0.38	$ 0.00
	L.F.	Remove Barricade	$ 10.00	$ 0.00
786	L.F.	4" Thermoplastic Traffic Stripe	$ 0.50	$ 393.00
572	L.F.	8" Thermoplastic Traffic Stripe	$ 1.40	$ 800.80
	S. F.	Thermoplastic Channelizing Limit Line and	$ 2.25	$ 0.00
	S.F.	Thermoplastic Cross Walk and Pavement Marking	$ 4.00	$ 0.00
	EA	Signal and Lighting	$ 150,000.00	$ 0.00
1,889	L.F.	Double yellow striping	$ 2.00	$ 3,778.00
61	L.F.	12" white striping	$ 1.80	$ 109.80
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
		LANDSCAPING		$
	S. F.	Maintenance Walk STD 113	$ 6.00	$ 0.00

CITY OF WILDOMAR
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	S. F.	Colored Stamped Concrete	$ 15.00	$ 0.00
90	EA	Street Trees (15 Gallon)	$ 140.00	$ 12,600.00
25,522	S. F.	Landscape and Irrigation	$ 5.00	$ 127,610.00
	C.Y.	Landscape Fill Material	$ 27.00	$ 0.00
1	EA	Water Meter	$ 10,000.00	$ 10,000.00
1	EA	Electric Meter	$ 10,000.00	$ 10,000.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
		ADD'L DRAINAGE ITEMS FOR THE 3 RAISED INTERS	$	$ 0.00
400	LF	18" RCP storm drain	$ 113.00	$ 45,200.00
6	EA	Catch Basin W=4'	$ 2,200.00	$ 13,200.00
6	EA	Manhole No. 1	$ 2,700.00	$ 16,200.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
	A.	**Subtotal**		$ **1,017,369**
	B.	Administrative Contingency (25 % x A)		$ 254,342
		NOTE: Use 25% for TR and PM		
	C.	**Streets/Drainage Total (A + B)**		$ **1,271,711**
		BOND AMOUNT FOR RECORDATION PRIOR TO		
	D.	20% x C		$ 254,342
	E.	**Streets/Drainage Total (C + D)**		$ **1,526,053**

CITY OF WILDOMAR
IMPROVEMENT REQUIREMENT WORKSHEET
WATER IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT 13	AMOUNT
	L.F.	4" Waterline	$ 13.00	$ 0.00
	L.F.	6" Waterline	$ 16.00	$ 0.00
	L.F.	8" Waterline	$ 21.00	$ 0.00
	L.F.	10" Waterline	$ 27.00	$ 0.00
	L.F.	12" Waterline	$ 31.00	$ 0.00
	L.F.	18" Waterline	$ 40.00	$ 0.00
	EA.	4" Gate Valve	$ 650.00	$ 0.00
	EA.	6" Gate Valve	$ 800.00	$ 0.00
	EA.	8" Gate Valve	$ 850.00	$ 0.00
	EA.	10" Gate Valve	$ 1,050.00	$ 0.00
	EA.	12" Gate Valve	$ 1,250.00	$ 0.00
	EA.	Fire Hydrant (6") Super	$ 2,500.00	$ 0.00
	EA.	Fire Hydrant (6") Standard	$ 2,300.00	$ 0.00
	EA.	4" Misc. Fittings	$ 150.00	$ 0.00
	EA.	6" Misc. Fittings	$ 200.00	$ 0.00
	EA.	8" Misc. Fittings	$ 250.00	$ 0.00
	EA.	10" Misc. Fittings	$ 280.00	$ 0.00
	EA.	12" Misc. Fittings	$ 320.00	$ 0.00
	EA.	Blowoffs (4")	$ 1,600.00	$ 0.00
	EA.	Service Connections	$ 475.00	$ 0.00
	EA.	Adjust Water Valve to Grade	$ 200.00	$ 0.00
	EA.	Relocation of Blowoff	$ 1,000.00	$ 0.00
	EA.	Air and Vacuum Valve.	$ 1,850.00	$ 0.00
	EA.	Backflow Prevention Assembly	$ 1,850.00	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
	A.	**Subtotal**		$ **0**
	B.	Administrative Contingency (20 % x A)		$ 0
		NOTE: Use 25% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Water Total (A + B)**		$ **0**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 0
	E.	**Water Total (C + D)**		$ **0**

CITY OF WILDOMAR
IMPROVEMENT REQUIREMENT WORKSHEET
SEWER IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" V. C. P.	$ 15.00	$ 0.00
	L.F.	6" V. C. P.	$ 25.00	$ 0.00
	L.F.	8" V. C. P.	$ 30.00	$ 0.00
	L.F.	10" V. C. P.	$ 35.00	$ 0.00
	L.F.	12" V. C. P.	$ 40.00	$ 0.00
	EA.	Standard Manhole	$ 2,500.00	$ 0.00
	EA.	Drop Manhole	$ 4,000.00	$ 0.00
	EA.	Cleanouts	$ 500.00	$ 0.00
	EA.	Sewer Y's	$ 30.00	$ 0.00
	EA.	Chimneys	$ 400.00	$ 0.00
	EA.	Adjust M.H. to grade	$ 500.00	$ 0.00
	L.F.	Concrete Encasement	$ 35.00	$ 0.00
	EA.	8" PVC plug	$ 125.00	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
	A.	**Subtotal**		$ **0**
	B.	Administrative Contingency (% x A)		$ 0
		NOTE: Use 25% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Sewer Total (A + B)**		$ **0**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 0
	E.	**Sewer Total (C + D)**		$ **0**

Elsinore Valley Municipal Water District

CONSTRUCTION COST ESTIMATE FOR WATER IMPROVEMENTS

WO# 21-039

WATER/RW IMPROVEMENTS

Date Prepared: 8/25/22

Project: OFFSITE SEWER/WATER - PM 36612 **Prepared by:**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	LF	4" PVC Water Main	$ 41.00	$ -
	LF	6" PVC Water Main	45.00	-
187	LF	8" PVC Water Main	50.00	9,350 -
1,895	LF	12" PVC Water Main	65.00	123,175 -
	LF	16" DIP Water Main	150.00	-
	LF	18" DIP Water Main	180.00	-
	LF	20" DIP Water Main	200.00	-
	EA	4" RW Gate Valve	1,800.00	-
	EA	6" RW Gate Valve	2,000.00	-
3	EA	8" RW Gate Valve	2,200.00	6,600 -
9	EA	12" Butterfly Valve	3,000.00	27,000 -
	EA	16" Butterfly Valve	5,500.00	-
	EA	18" Butterfly Valve	6,500.00	-
	EA	20" Butterfly Valve	7,000.00	-
	EA	24" Butterfly Valve	8,500.00	-
4	EA	Fire Hydrant (6") Super	6,500.00	26,000 -
	EA	Fire Hydrant (6") Standard	5,500.00	-
19	EA	Adjust Water Valve to Grade	350.00	6,650 -
	EA	Relocation of Blowoff	4,500.00	-
35	EA	1" Water Service	1,100.00	38,500 -
	EA	1.5" Water Service	1,600.00	-
1	EA	2" Water Service	3,000.00	3,000 -
	EA	3" Water Service	4,500.00	-
	EA	1" Air/Vac Assembly	2,500.00	-
	EA	2" Air/Vac Assembly	4,000.00	-
	EA	4" Air/Vac Assembly	6,000.00	-
	EA	4" Blowoff	5,000.00	-
	EA	6" Blowoff	6,000.00	-
	IN/LF	Steel Casing	20.00	-
	EA	1" Sample Point	2,000.00	-
	LS	Traffic Control	N/A	-
	EA	4" DCDA	4,000.00	-
	EA	6" DCDA	5,000.00	-
	EA	8" DCDA	7,000.00	-
	EA	10" DCDA	10,000.00	-
	EA	8" Hot Tap	8,000.00	-
	EA	12" Hot Tap	10,000.00	-
	EA	16" Hot Tap	12,000.00	-
				-
			Subtotal	240,275 -
			20% Contingency	48,055 -
			Total	$ 288,330 -

Meg. B.

1. Unit prices for steel or ductile iron pipeline shall be 35% greater than PVC in size 4-16 inch diameters and 20% greater than PVC in sizes 18-24 inch diameters. PVC will not be considered in sizes above 24-inch.

2. Unit prices are for average depth and normal soil conditions. Unit prices shall increase where rocky soils, excavation through rock formations or extra depth occur.

Elsinore Valley Municipal Water District

CONSTRUCTION COST ESTIMATE FOR SEWER IMPROVEMENTS

SEWER IMPROVEMENTS

WO#

Date Prepared: 8/25/22

Project: OFFSITE SEWER/WATER - PM 36612 **Prepared by:**

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
156	LF	4" Sewer Lateral	$ 25.00	$ 3,900 -
	LF	6" Sewer Main	30.00	-
1,070	LF	8" Sewer Main	35.00	37,450 -
	LF	10" Sewer Main	45.00	-
	LF	12" Sewer Main	50.00	-
	LF	15" Sewer Main	65.00	-
	LF	18" Sewer Main	85.00	-
	LF	21" Sewer Main	90.00	-
	LF	24" Sewer Main	120.00	-
	LF	6" PVC Sewer Force Main	80.00	-
	LF	8" PVC Sewer Force Main	120.00	-
	LF	12" PVC Sewer Force Main	140.00	-
	EA	4' Manhole	3,500.00	-
8	EA	5' Manhole	5,000.00	40,000 -
	EA	6' Manhole	7,000.00	-
	IN/LF	Steel Casing	20.00	-
	SF	Pavement Removal and Replacement	N/A	
	LS	Traffic Control	N/A	
			Subtotal	81,350 -
			20% Contingency	16,270 -
			Total	$ 97,620

Meg. B.

1. Unit prices for steel or ductile iron pipeline shall be 35% greater than PVC in size 4-16 inch diameters and 20% greater than PVC in sizes 18-24 inch diameters. PVC will not be considered in sizes above 24-inch.

2. Unit prices are for average depth and normal soil conditions. Unit prices shall increase where rocky soils, excavation through rock formations or extra depth occur.

3. DIP force main price shall be 30% higher than PVC force mains.

City of Wildomar
Monument Security Estimate Worksheet

Parcel Map/Tract Map No: PM 36612 Date: 9/7/2022
PP, CU, PU, MS OR VL No: TPM 36612 City Project No:
Map Schedule: E

Schedule "A" through "H" Maps			
Drive Time Hours to Map	**Net Work Time Hours per Day**	**Cost per Day 10-hour Day**	**Cost per Monument**
0.5	9	$2,500.00*	$300
1	8		$342
1.5	7		$400
2	6		$478
Schedule "I" Maps			
Drive Time Hours to Map	**Net Work Time Hours per Day**	**Cost per Day 10-hour Day**	**Cost per Monument**
0.5	9	$2,500.00*	$600
1	8		$685
1.5	7		$800
2	6		$960

Notes: **Based on a crew of one Registered Principal Engineering Technician and one Senior Engineering Technician*

Total Monuments to Be Bonded: 91

Cost Per Monument: $300

Subtotal 1 (Total Monuments x Cost per Monument): *$ 27,300.00*

Engineer's/Surveyor's Estimate for Preparing Centerline Tie-Sheets: $7,600

Subtotal 2 (Subtotal 1 + Centerline Tie-Sheet Estimate): *$ 34,900.00*

Total Security Amount (Subtotal 2 x 120%): **$ 42,000.00**
(total rounded to the nearest $500)

Signature — 9/7/2022 Date

Philip J. LeGrand
Name (type or printed)

8,812 RCE/PLS No. — 3/31/2023 Expiration Date

LICENSED LAND SURVEYOR
PHILIP J. LEGRAND
No. 8812
Exp. 3-31-23
STATE OF CALIFORNIA

Engineer's/Surveyor's Stamp

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL MAP NO. 36612

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

PERFORMANCE BOND PRINCIPAL AMOUNT: $ 2,555.000.00
Surety: Liberty Mutual Insurance Company
Attorney-in-fact: Kathleen M. Coen
Address: 175 Berkeley Street
Boston, MA 02116

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: $ 1,277,500.00
Surety: Liberty Mutual Insurance Company
Attorney-in-fact: Kathleen M. Coen
Address: 175 Berkeley Street
Boston, MA 02116

CASH MONUMENT SECURITY: $ 42,000.00
Amount deposited per Cash Receipt No. _____ Date: _____

MONUMENT BOND PRINCIPAL AMOUNT: $ _____
Surety: _____
Attorney-in-fact: _____
Address: _____

BOND NO. 19093968
INITIAL PREMIUM: $25,550.00
SUBJECT TO RENEWAL

CITY OF WILDOMAR

PARCEL MAP NO. 36612 IMPROVEMENTS

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California ("City") and CRP/CWR Westpark Project ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel Map No. 36612 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated December 11, 2024 ("Improvement Agreement");

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

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

NOW, THEREFORE, Principal and Liberty Mutual Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of MA, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of Two Million Five Hundred Fifty Five Thousand and 00/100 Dollars ($2,555,000.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Blue Bell, PA, this 13th day of November, 2024.

CRP / CWR Westpark Project, LLC	Liberty Mutual Insurance Company
Principal	Surety
By:	By:
Its: Managing Member	Attorney-In-Fact
James Williams	Kathleen M. Coen
(print name)	(print name)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — Civil Code § 1189

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 truthfullness, accuracy or validity of that document.

State of Washington D.C.

County of _____

On November 20, 2024 (Date) before me, LaTaya Monique Scott (Name and Title of Notary), Notary Public

personally appeared James Williams (Name and or Names of Signer(s))

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 _____ (Notary Public Signature)

Place Notary Public Seal Above

LATAYA MONIQUE SCOTT NOTARY PUBLIC DISTRICT OF COLUMBIA My Comm. Exp Oct 14 2028

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER — Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER — Top of thumb

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Pennsylvania)

County of Montgomery)

On November 13, 2024 before me, Holly Tallone, Notary
Date *Here Insert Name and Title of the Officer*

Personally appeared Kathleen M. Coen
Name(s) of Signer(s)

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 Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commonwealth of Pennsylvania-Notary Seal
Holly Tallone, Notary Public
Montgomery County
My Commission Expires June 02, 2025
Commission Number 1361117

Signature Holly Tallone
Signature of Notary Public
Holly Tallone

Place Notary Seal Above

---------- ***OPTIONAL*** ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____	Signer's Name _____
☐ Corporate Officer—Title(s) _____	☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General	☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other _____	☐ Other _____
Signer Is Representing _____	Signer Is Representing _____

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211766-986378**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Abigail E. Curtiss; Ashley Martin; Dana E. Wium; Holly Lynch; Holly Tallone; Jessica Hedrick; Jordan Fisher; Julia C. Zalesky; Kathleen M. Coen; Kelly Wolff

all of the city of Blue Bell state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of April, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of April, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of November, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BOND NO. 19093968
INITIAL PREMIUM: Included in the Performance Bond Premium
SUBJECT TO RENEWAL

CITY OF WILDOMAR

PARCEL MAP NO. 36612 IMPROVEMENTS

FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar California ("City") and CRP/CWR Westpark Project ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel Map No. 36612 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated December 11, 2024 ("Improvement Agreement");

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

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

NOW, THEREFORE, Principal and Liberty Mutual Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of MA, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of One Million Two Hundred Seventy Seven Thousand Five Hundred and 00/100 Dollars ($1,277,500.00), said sum being not less than 50% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

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

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

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 1 (commencing with Section 8000) through Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Blue Bell, PA, this 13th day of November, 2024.

CRP / CWR Westpark Project, LLC	Liberty Mutual Insurance Company
Principal	Surety
By: _____	By: _____
Its: Managing Member	Attorney-In-Fact
James Williams	Kathleen M. Coen
(print name)	(print name)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — Civil Code § 1189

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 truthfullness, accuracy or validity of that document.

State of Washington D.C.

County of _____

On November 20, 2024 (Date) before me, LaToya Monique Scott (Name and Title of Notary), Notary Public

personally appeared James Williams (Name and or Names of Signer(s))

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 _____ (Notary Public Signature)

LATOYA MONIQUE SCOTT NOTARY PUBLIC DISTRICT OF COLUMBIA

Place Notary Public Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER — Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER — Top of thumb

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Pennsylvania)

County of Montgomery)

On November 13, 2024 before me, Holly Tallone, Notary
Date *Here Insert Name and Title of the Officer*

Personally appeared Kathleen M. Coen
Name(s) of Signer(s)

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 Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commonwealth of Pennsylvania-Notary Seal
Holly Tallone, Notary Public
Montgomery County
My Commission Expires June 02, 2025
Commission Number 1361117

Signature Holly Tallone
Signature of Notary Public
Holly Tallone

Place Notary Seal *Above*

---------- ***OPTIONAL*** ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____
Signer Is Representing _____

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☒ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____
Signer Is Representing _____

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211766-986378

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Abigail E. Curtiss; Ashley Martin; Dana E. Wium; Holly Lynch; Holly Tallone; Jessica Hedrick; Jordan Fisher; Julia C. Zalesky; Kathleen M. Coen; Kelly Wolff

all of the city of Blue Bell state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of April, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of April, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of November, 2024.

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Liberty Mutual. SURETY

Liberty Mutual Insurance Company

FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets

Cash and Bank Deposits	$1,850,245,073.00
*Bonds – U.S Government	$3,859,565,383.00
*Other Bonds	$21,048,805,773.00
*Stocks	$19,937,271,802.00
Real Estate	$122,228,711.00
Agents' Balances or Uncollected Premiums	$8,208,660,427.00
Accrued Interest and Rents	$186,906,667.00
Other Admitted Assets	$15,677,869,683.63
Total Admitted Asset	**$70,891,553,519.63**

Liabilities

Unearned Premiums	$10,298,963,305.00
Reserve for Claims and Claims Expense	$28,848,537,243.00
Funds Held Under Reinsurance Treaties	$360,714,151.00
Reserve for Dividends to Policyholders	$1,310,198.00
Additional Statutory Reserve	$296,126,000.00
Reserve for Commissions, Taxes and Other Liabilities	$7,622,413,466.63
Total	**$47,428,064,363.63**
Special Surplus Funds	$209,508,757.00
Capital Stock	$10,000,075.00
Paid in Surplus	$13,834,867,488.00
Unassigned Surplus	$9,409,112,836.00
Surplus to Policyholders	$23,463,489,156.00
Total Liabilities and Surplus	**$70,891,553,519.63**

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

№ 2131

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

AMENDED

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

LIBERTY MUTUAL INSURANCE COMPANY

of BOSTON, MASSACHUSETTS *, organized under the laws of* MASSACHUSETTS *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:* FIRE, MARINE, SURETY, DISABILITY, PLATE GLASS, LIABILITY, WORKMEN'S COMPENSATION, COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, CREDIT, SPRINKLER, TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 15TH *day of* NOVEMBER, 1961, *I have hereunto set my hand and caused my official seal to be affixed this* 15TH *day of* NOVEMBER, 1961.

INSURANCE COMMISSIONER · STATE OF CALIFORNIA

F. BRITTON McCONNELL
Insurance Commissioner

By _____
Deputy

EXHIBIT "D"

LIST OF PARCEL MAP CONDITIONS OF APPROVAL NOT SATISFIED

Bridgette Moore, Mayor, Dist. 4
Ashlee DePhillippo, Mayor Pro Tem, Dist. 5
Carlos Marquez, Council Member, Dist. 1
Joseph Morabito, Council Member, Dist. 3
Dustin Nigg, Council Member, Dist. 2

23873 Clinton Keith Rd, Ste. 110
Wildomar, CA 92595
951.677.7751 Phone
951.698.1463 Fax
www.CityofWildomar.org

October 3, 2024

Mr. Carlos Bonilla, Project Manager
Cal West Communities
5927 Priestly Drive, Suite #110
Carlsbad, CA 92008

Subject: **Westpark Promenade - Extension of Time #3 Approval Letter**

Dear Mr. Bonilla,

On October 2, 2024, the Planning Commission approved your proposed 1-year time extension for the project referenced above. On behalf of the City, congratulations on your EOT approval. The Planning Commission adopted PC Resolution No. 2024-15 granting a final, 1-year time extension to December 14, 2025 for TPM 36612, TTM 36781, TTM 36782 and Plot Plan No. 13-0082. This represents the 3rd and final EOT for this project. I am providing the approved/updated conditions of approval for the project illustrating the new expiration dates (see attached).

As outlined in my October 3, 2024 email, all 3 maps need to be recorded before the new expiration date, or they expire. Grading and building permits must be issued and construction begun under the approval of Plot Plan 13-082 and solidly moving forward before the deadline, or the plot plan expires. In accordance with city code, the Planning Commission's action is subject to a 10-day appeal period where two (2) or more City Council members (or the general public) can appeal this decision. The deadline to file an appeal is Monday, October 14, 2024.

Staff looks forward to working with you and your team during the final map, grading and building plan check process. Please contact Mr. Matt Kramer for future engineering department related submittals and Ms. Deidra Mendoza for future building plan check submittals. Both will be able to guide you through the city's plan check review process.

Please sign page 1 of the condition matrix and return it to me by October 16, 2024. If you have questions, or anything related to your project, please call me at your convenience. I can be reached at (951) 677-7751, extension 213. You may also email me at mbassi@cityofwildomar.org.

Sincerely,

Matthew C. Bassi
Community Development Director

Cc: Abdu Lachgar, AICP, Senior Planner
Jason Farag, Public Works Director
Ninette Eva, Associate Engineer
Matt Kramer, Development Services Technician
Scott Burns, Chief Building Official
Deidra Mendoza, Senior Management Analyst

Attachments:
- Conditions of Approval Matrix (Updated)

ATTACHMENT A – EXHIBIT 1 WESTPARK PROMENADE MIXED-USE PROJECT - CONDITIONS OF APPROVAL			
Project No.: TENTATIVE PARCEL MAP NO. 36612			
Applicant: Cal West Communities - APN: 376-410-013; 376-410-023; 376-410-025			
~~**Original City Council Approval Date - December 14, 2016**~~ ~~EOT #1 Approval Date – Oct. 2, 2019~~ ~~EOT #2 Approval Date – February 2, 2022~~ **EOT #3 Approval Date – October 2, 2024**	~~**Original Expiration Date – Dec. 14, 2019**~~ ~~TPM No. 36612 New Expiration Date – Dec. 14, 2022~~ ~~TPM No. 36612 New Expiration Date – Dec. 14, 2024~~ **TPM No. 36612 Final Expiration Date – Dec. 14, 2025**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
PLANNING DEPARTMENT CONDITIONS			
General Requirements / Standard Conditions (these conditions apply to all phases)			
1. ~~In compliance with Section 15094 of the CEQA Guidelines, a Notice of Determination (NOD) 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 California Department of Fish and Wildlife (Fish and Game Code Section 711.4.d.3) fee, and the Riverside County Clerk administrative fee (paid by the Applicant) in the amount of $3,120.00. Failure to pay the required fee will result in the project being deemed null and void (California Fish and Game Code Section 711.4(c)). The above fee is broken down as follows:~~ ~~a. California Department of Fish and Wildlife = $3,070.00~~ ~~**b.** Riverside County Clerk Administrative Fee = $50.00~~	~~December 21, 2016~~	~~Planning Department~~	Matthew Bassi
2. *The Applicant shall review, and sign below verifying the "Acceptance of the Revised/Updated Conditions of Approval" and return the signed page to the Wildomar Planning Department within two weeks of the Planning Commission approval.* *Applicant Signature* *Date*	*October 16, 2024*	*Planning Department*	

ATTACHMENT A – EXHIBIT 1 WESTPARK PROMENADE MIXED-USE PROJECT - CONDITIONS OF APPROVAL			
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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
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 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, 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. 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	Ongoing	Planning Department	

ATTACHMENT A – EXHIBIT 1 WESTPARK PROMENADE MIXED-USE PROJECT - CONDITIONS OF APPROVAL			
Project No.: TENTATIVE PARCEL MAP NO. 36612			
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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
	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 Extension of Time #3 for Tentative Parcel Map No. 36612 shall expire on December 14, 2025 if the final map has not been approved by the City Council and recorded with the Riverside County Clerk. If TPM No. 36612 is not recorded by the new expiration date, the tentative map becomes null and void.*	*December 14, 2025*	*Planning Department*	
5.	~~*TTM No. 36612* shall not become effective until 30 days after the second reading of the Ordinance approving Change of Zone No. 13-0082 by the City Council. No final map, grading or building permits shall be issued until after the effective date of the Change of Zone.~~	~~February 11, 2017~~	~~Planning Department~~	Matthew Bassi
6.	~~In accordance with Section 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 hereby begins with approval of this project.~~	~~March 14, 2017~~	~~Planning Department~~	Matthew Bassi

ATTACHMENT A – EXHIBIT 1 WESTPARK PROMENADE MIXED-USE PROJECT - CONDITIONS OF APPROVAL			
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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
7.	~~Within 60 days of approval of the Westpark Promenade Mixed-Use Development Project (Planning Application No. 13-0082) by the City Council, the Applicant shall pay any outstanding deposit account balances. Failure to pay the outstanding balance by the due date may result in delays in the submittal of final map, grading plans, improvement plans and/or building/construction plans.~~	~~February 14, 2017~~	~~Planning Department~~	Matthew Bassi
8.	Applicant hereby understands and agrees that failure to comply with all Conditions of Approval may result in the Planning Commission taking action resulting in a modification to the Conditions of Approval and/or suspension or revocation of the plot plan and/or conditional use permit.	On-Going	Planning Department	
9.	The project shall be subdivided in accordance with the Tentative Parcel Map 36612 approved by the City Council on December 14, 2016 The Applicant may request a minor change/revision to the approved Parcel map, if needed, in accordance with Sections 16.12.210 and/or 16.12.220 of the Wildomar Municipal Code. TPM No. 36612 consists of three planning areas (Parcel 1: Commercial Retail and Parcels 2 and 3: Single-Family Condominium areas) with related on- site/off-site improvements and amenities. Each Parcel within the approved plot plan will be developed in accordance with the applicable conditions herein. Final Maps may be filed in phases related to each Parcel or as units or groups of units. The Applicant shall implement, to the satisfaction of the Planning Director, all applicable environmental impact mitigation measures identified in the project's EIR, CEQA	Ongoing	Planning Department	

ATTACHMENT A – EXHIBIT 1 WESTPARK PROMENADE MIXED-USE PROJECT - CONDITIONS OF APPROVAL			
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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**

	Findings and Mitigation Monitoring and Reporting Program with each final map.			
10.	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 Dept.	
CEQA / Environmental Impact Report (EIR) Mitigation Measures: (these mitigation measures apply to all phases)				
Air Quality Resources				
11.	**AQ-1:** The applicant, in coordination with the City, shall cooperate with local transit agencies to determine bus routing in the project area that can accommodate bus stop(s) at the project access points. The project shall provide bus passenger benches and shelters at any approved locations.	Prior to issuance of building permit	City Planning and Building and Safety Departments	
12.	**AQ-2:** The project applicant shall provide preferred parking for low-emitting and fuel efficient vehicles. The number and location of preferred parking spaces must be identified by the project proponent and be approved by the City of Wildomar prior to issuance of building permits.	Prior to issuance of building permit	City Planning and Building and Safety Departments	
13.	**AQ-3:** The project applicant shall provide secure bicycle racks. The number and location of bicycle racks must be identified by the project proponent and be approved by the City of Wildomar prior to issuance of building permits.	Prior to issuance of building permit	City Planning and Building and Safety Departments	

ATTACHMENT A – EXHIBIT 1 WESTPARK PROMENADE MIXED-USE PROJECT - CONDITIONS OF APPROVAL			
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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
Biological Resources			
14. **BIO-1:** Per the Burrowing Owl Survey Instructions for the MSHCP and MSHCP Species-Specific Objective 6, preconstruction presence/absence surveys for burrowing owl within suitable habitat areas of the project site, shall be conducted within 30 days prior to disturbance. Take of active nests shall be avoided. Passive relocation (use of one-way doors and collapse of burrows) shall occur when owls are present outside the nesting season. If construction is delayed or suspended for more than 30 days after the survey, the area shall be resurveyed. Surveys shall be completed for occupied burrowing owl burrows within all construction areas and within 500 feet (150 meters) of the project work areas (where possible and appropriate based on habitat). All occupied burrows will be mapped on an aerial photo.	30 days prior to the start of ground disturbing activities	City Planning Department	
15. **BIO-2:** If burrowing owls are identified during the 30-day preconstruction survey, the applicant shall take the following actions to offset impacts prior to ground disturbance: Active nests and paired owls exhibiting breeding activities within the areas scheduled for disturbance or degradation shall be avoided from February 1 through August 31, and a minimum 250-meter buffer shall be provided until fledging has occurred. Following fledging, owls may be passively relocated by a qualified biologist. If impacts on occupied burrows in the non-nesting period are unavoidable, on-site passive relocation techniques may be used if	Prior to the start of ground disturbing activities	City Planning Department	

	approved by the CDFW to encourage owls to move to alternative burrows outside of the impact area. However, no occupied burrows shall be disturbed during the nesting season. A qualified biologist must verify through noninvasive methods that the burrow is no longer occupied. If relocation of the owls is approved for the site by the CDFW, the applicant shall hire a qualified biologist to prepare a plan for relocating the owls to a suitable site. The relocation plan must include all of the following: • The location of the nest and owls proposed for relocation. • The location of the proposed relocation site. • The number of owls involved and the time of year when the relocation is proposed to take place. • The name and credentials of the biologist who will be retained to supervise the relocation. • The proposed method of capture and transport for the owls to the new site. • A description of site preparation at the relocation site (e.g., enhancement of existing burrows, creation of artificial burrows, one-time or long-term vegetation control). • A description of efforts and funding support proposed to monitor the relocation.			

16.	**BIO-3**: A qualified biologist shall conduct a preconstruction clearance (trap and release) survey throughout the project site, including a 500-foot buffer (where access is allowed) for coast horned lizard and San Diego black-tailed jackrabbit. If the species are found onsite during the survey, the animals shall be relocated by a qualified biologist. The relocation areas and survey methods shall be developed in consultation with CDFW.	Prior to the start of ground disturbing activities	City Planning Department	
17.	**BIO-4:** Impacts to raptors and migratory birds during nesting activities shall be avoided by implementation of one of the following measures: • All construction, vegetation disturbance, and ground-disturbing activities shall take place outside of the general avian breeding season (February 1-August 30). • If construction, vegetation disturbance, or ground disturbing activities are necessary during the breeding season (February 1-August 30), a focused survey for active nests of raptors and migratory birds and sign of nesting behavior shall be conducted by a qualified, City-approved biologist. The survey shall occur no more than 3 days prior to any construction, vegetation disturbance or ground-disturbing activities. If active nest(s) (with eggs or fledglings) are identified within the project site, they shall not be disturbed until the young have hatched and fledged (matured to a state that they can leave the nest on their own), as determined by the City-approved biologist. A 500-foot construction setback from any active nesting location shall be adhered to in order to avoid disturbance of the nest until the young have fledged or the nest	Prior to the start of ground disturbing activities	City Planning Department	

	has failed, as determined by a qualified biologist. If no active nests are identified, construction may commence.			
18.	**BIO-5:** Prior to the issuance of a grading permit, the project applicant shall submit a detailed restoration plan that mitigates for the loss of approximately 0.36 acre of jurisdictional waters at a ratio acceptable and approved by the resource agencies (i.e., USACE, RWQCB and CDFW), but no less than 1:1 ratio. The restoration plan shall also be approved by the resource agencies prior to the issuance of a grading permit. The project applicant intends to restore and enhance riverine/riparian habitat on lands owned by the Elsinore Murrieta-Anza Resource Conservation District (EMARCD) located along Clinton Keith Road in Riverside County, or on other lands owned by EMARCD or another conservation district within the watershed if the land along Clinton Keith Road is not available. The restoration and enhancement of habitat is proposed within drainages located on the EMARCD lands to ensure a net gain of riparian/riverine habitat acreage in the region. A detailed restoration plan will be prepared that will provide a schedule for site preparation and planting. Performance standards will include: (a) increase the canopy cover of native riverine vegetation within the mitigation area by 25 percent with 80 percent survival of planted species after five years following installation, and (b) increase coverage of herbaceous vegetation within the mitigation areas by 25 percent after five years following installation. The restoration plan will also include a maintenance and monitoring schedule for the proposed mitigation.	Prior to issuance of grading permit.	City Planning Department	

19.	**BIO-6:** Prior to the issuance of a grading plan, the project applicant shall provide a plan to the City of Wildomar to demonstrate compliance with the MSHCP Urban/Wildlands Interface Guidelines. This plan shall provide provisions to ensure that indirect impacts to off-site drainage channels and associated riparian/riverine habitats downstream be minimized to the satisfaction of the City of Wildomar.	Prior to issuance of grading permit.	City Planning Department	
Cultural Resources				
20.	**CUL-1:** An archaeological monitor shall be present during all earthmoving activities within the project site. The monitor shall work under the direct supervision of a qualified archaeologist (defined as a cultural resources professional who meets the Secretary of the Interior's Professional Qualifications Standards for archaeology [U.S. Department of the Interior, 2008]). The monitor shall be empowered to temporarily halt or redirect construction work in the vicinity of any find until the qualified archaeologist can evaluate it. In the event of a new find, excavation and treatment of the resource shall be in accordance with Mitigation Measures CUL-3 through CUL-5.	Prior to issuance of grading permit During construction grading and excavation	City Planning Director and Building Official	
21.	**CUL-2:** At least 30 days prior to the issuance of a grading permit, the project applicant shall contact both the Pechanga to notify them of grading, excavation, and the monitoring program and to coordinate with the City of Wildomar and the Pechanga to develop a Cultural Resources Treatment and Monitoring Agreement. The agreement shall include, but not be limited to, outlining provisions and requirements for addressing the treatment of cultural resources; project grading and	30 days prior to issuance of grading permit	City Planning Department	

	development scheduling; terms of compensation for the monitors; treatment and final disposition of any cultural resources, sacred sites, and human remains discovered on the site; and establishing on-site monitoring provisions and/or requirements for professional tribal monitors during all ground-disturbing activities. A copy of this signed agreement shall be provided to the Planning Director and Building Official prior to the issuance of the first grading permit.			
22.	**CUL-3:** Prior the issuance of any grading permit, the project archaeologist shall file a pre-grading report with the City to document the proposed methodology for grading activity observation which will be determined in consultation with the Pechanga Tribe. The archaeological monitor and a Pechanga Tribal monitor will have the authority to temporarily halt and redirect grading activities in order to evaluate the significance of any archaeological cultural resources discovered on the project site. Tribal and archaeological monitors shall be allowed to monitor all grading, excavation and groundbreaking activities.	Prior to issuance of grading permit	City Planning Department	
23.	**CUL-4:** If during grading or construction activities cultural resources are discovered on the project site, work shall be halted immediately within 50 feet of the discovery and the resources shall be evaluated by a qualified archaeologist (retained by the applicant) and the Pechanga. Any unanticipated cultural resources that are discovered shall be evaluated and a final report prepared by the qualified archaeologist. The report shall include a list of the resources discovered, documentation of each site/locality, and interpretation of the resources	Prior to issuance of grading permit During grading and construction	City Planning Department	

	identified, and the method of preservation and/or recovery for identified resources. In the event the significant resources are recovered and if the qualified archaeologist, the Pechanga, and/or Soboba determines the resources to be historical or unique, avoidance and/or mitigation shall be required pursuant to and consistent with CEQA Guidelines Section 15064.5 and 15126.4, Public Resources Code Section 21083.2, and the Cultural Resources Treatment and Monitoring Agreement required by Mitigation Measure CUL-2.			
24.	**CUL-5:** All cultural resources, with the exception of sacred items, burial goods, and human remains, which will be addressed in the Cultural Resources Treatment and Monitoring Agreement required by Mitigation Measure CUL-2, collected during the grading monitoring program and from any previous archaeological studies or excavations on the project site shall be curated according to the current professional repository standards. The collections and associated records shall be transferred, including title, to the Pechanga Tribe's curation facility that meets the standards set forth in 36 Code of Federal Regulations (CFR) Part 79 for federal repositories.	Prior to issuance of grading permit	City Planning Department	
25.	**CUL-6:** If inadvertent discoveries of cultural or archaeological resources are made, the project applicant, project archaeologist, and Pechanga Tribe shall assess the significance of the resources and meet and confer regarding the appropriate treatment (i.e., preservation, avoidance. and/or mitigation for the resources). Cultural and archaeological resources are inadvertent discoveries when they were not anticipated to be found during the project's construction activities	Prior to issuance of grading permit	City Planning Department	

	(e.g. grading, excavation). This may include previously unknown sacred sites and items, midden deposits, artifacts, hearths. bedrock outcrops. human remains and other resources, etc. Consistent with California Public Resources Code Section 21083.2(b) and Assembly Bill 52 (Chapter 532. Statutes of 2014), avoidance shall be the preferred method of preservation for tribal cultural resources and archaeological resources. If the project applicant, project archaeologist, and Pechanga Tribe cannot agree on the significance of, avoidance of, or mitigation for such resources, then these issues shall be presented to the Planning Director for determination. The Planning Director shall make the determination based on the information submitted by the Pechanga Tribe, the religious beliefs, customs, and practices of the Pechanga Tribe, and the provisions of the California Environmental Quality Act regarding tribal cultural and archaeological resources. Notwithstanding any other rights available under law, the decision of the Planning Director shall be appealable to the Wildomar City Council. All sacred sites, should they be encountered within the project site, shall be avoided and preserved as the preferred mitigation, if feasible.			
26.	**CUL-7:** The project applicant shall retain a qualified paleontologist (in accordance with the Society of Vertebrate Paleontologists) to monitor all initial ground-disturbing activities in native soils or sediments. If the paleontologist, upon observing initial earthwork, determines there is low potential for discovery, no further action shall be required and the paleontologist shall submit a memo to the City confirming findings of low potential.	Prior to issuance of grading permit	City Planning Department	

	If the qualified paleontologist, upon observing initial earthwork, determines there is a moderate to high potential for discovery, a qualified paleontologist or paleontological monitor (retained by the applicant) shall monitor all mass grading and excavation activities. Monitoring will be conducted in areas of grading or excavation in undisturbed formation sediments, as well as where over-excavation of surficial alluvial sediments will encounter these formations in the subsurface. Paleontological monitors shall be equipped to salvage fossils as they are unearthed to avoid construction delays and to remove samples of sediment that are likely to contain the remains of small fossil invertebrates and vertebrates. The monitor must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined on exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. Should any paleontological resources (i.e., fossils) be uncovered during project construction activities, all work within a 100-foot radius of the discovery site shall be halted or diverted to other areas on the site and the City shall be immediately notified. The qualified paleontologist shall evaluate the finds and recommend appropriate next steps to ensure that the resource is not substantially adversely impacted, including but not limited to avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures. Further, ground disturbance shall not resume within a 100-foot radius			

	of the discovery site until an agreement has been reached between the project applicant, the qualified paleontologist, and the City as to the appropriate preservation or mitigation measures to ensure that the resource is not substantially adversely impacted.			
27.	**CUL-8:** If human remains are encountered, consistent with California Health and Safety Code Section 7050.5, no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin of the remains. Further, consistent with California Public Resources Code Section 5097.98(b), human remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within twenty-four (24) hours. The Native American Heritage Commission shall immediately identify the "most likely descendant(s)" and notify them of the discovery. The "most likely descendant(s)" shall make recommendations within forty-eight (48) hours and engage in consultations with the landowner concerning the treatment of the remains, as provided in Public Resources Code Section 5097.98 and the Agreement described in CUL-2.	During grading and excavation construction activities	City Planning Department	
28.	**CUL-9:** Any recovered paleontological specimens shall be identified to the lowest taxonomic level possible and prepared for permanent preservation. Screen-washing of sediments to recover small invertebrates and vertebrates shall occur if necessary.	During grading and excavation construction activities	City Planning Department	

29.	**CUL-10:** Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage shall occur at an institutional repository approved by the City of Wildomar. The paleontological program shall include a written repository agreement prior to the initiation of mitigation activities.	During grading activities	City Planning Department	
30.	**CUL-11:** A final monitoring and mitigation report of findings and significance shall be prepared, including lists of all fossils recovered and necessary maps and graphics to accurately record their original location. The report, when submitted to an accepted by the City of Wildomar, shall signify satisfactory completion of the project program to mitigation impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.	After grading and construction	City Planning Department	
Noise				
31.	**NOI-1:** The operator of the northern major retail building shall not allow medium-box truck and semi-trucks to engage in unloading activities during nighttime hours of 10 PM through 7 AM.	During grading and construction activities	City Building Official	
32.	**NOI-2**: Prior to the issuance of a building permit, the project applicant shall submit engineering drawings and acoustical specifications for the project's mechanical HVAC equipment to demonstrate that the equipment design combined with distance separation and parapets or screen walls would be sufficient to ensure that the applicable City of	Prior to issuance of building permit	City Engineer or Designee	

	Wildomar's noise standards would not be exceeded at any adjacent off-site residential uses.			
33.	**NOI-3:** The project applicant shall confine trash pick-up activities at the project site to the hours of 7:00 AM through 10:00 PM, while parking lot sweeping closest to residential uses shall be similarly confined to the hours of 7:00 AM through 10:00 PM.	As needed	City Official Designee	
34.	**NOI-4:** Prior to the issuance of a building permit for the residential uses within Parcel 3, the project applicant shall include, within building plans, that a 6.5-foot noise wall be constructed around the exterior recreational use patio associated with the community area proposed within Parcel 3.	Prior to issuance of building permit	City Building and Safety Department	
35.	**NOI-5**: Prior to the issuance of a building permit, the project applicant shall demonstrate through the preparation of a supplemental acoustical analysis that the interior noise threshold of 45 dBA will be met within proposed residences in Parcels 2 and 3.	Prior to issuance of building permit	City Building and Safety Department	
36.	**NOI-6:** If the project's restaurants propose an outdoor venue, the following design features shall be implemented to ensure compliance with the City of Wildomar noise/land use compatibility standards: • Site outdoor eating areas at a setback distance of 350 feet or greater from the I-15 Freeway centerline to provide a 69 dBA CNEL outdoor noise exposure, or If an outdoor venue were sited at a distance closer than 350 feet from the I-15 Freeway centerline the following measures would achieve necessary exterior noise mitigation:	Prior to issuance of building permits	City Building and Safety Department	

	• Orient patios on the east side of the restaurant away from the I-15 Freeway such that the restaurant structure itself would provide needed noise attenuation, or • Construct a five-foot Plexiglas wall to shield the patios from freeway traffic. The Plexiglas wall shall provide a minimum attenuation in noise levels of 5 dBA.			
Transportation and Traffic				
37.	**TRA-1:** The following improvements are required to reduce impacts under the existing plus project conditions on the study area intersections. For each improvement, the project applicant, as directed by the City Engineer, shall either fully fund the improvement, construct the improvement, pay the applicable City Development Fee (DIF) or pay a pro-rated share of the improvement, as identified below. **Catt Road-Arya Road/Clinton Keith Road** • The project applicant, as directed by the City Engineer, shall construct or provide a fair share prior to the approval of a final map for the modification of the northbound striping to provide a dedicated left turn lane and a shared through/right turn lane. • The project applicant, as directed by the City Engineer, shall construct or provide a fair share prior to the approval of a final map for a separate southbound left turn lane.	Prior to issuance of first building permit	City Engineer or Designee	

	Inland Valley Drive/Prielipp Road • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay the applicable City Development Impact Fee (DIF) prior to issuance of a building permit for the installation of a traffic signal. • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay a fair share prior to issuance of a building permit for the modification of the westbound striping to provide one through lane and one right turn lane. **I-15 Southbound Ramps/Baxter Road** • The project applicant shall provide its fair share toward the funding of the installation of an interim traffic signal. The fair share contribution shall be determined by the City of Wildomar City Engineer. • The project applicant shall provide its fair share toward the funding of the addition of an interim separate eastbound right turn lane. The fair share contribution shall be determined by the City of Wildomar City Engineer.			

38.	**TRA-2:** The following improvements are required to reduce impacts under the existing plus ambient plus project conditions on the study area intersections. For each improvement, the project applicant, as directed by the City Engineer, shall either fully fund the improvement, construct the improvement, pay the applicable City Development Impact Fee (DIF) or pay a pro-rated share of the improvement, as identified below. **Catt Road-Arya Road/Clinton Keith Road** Implementation of Mitigation Measure TRA 1 is required. **Inland Valley Drive/Prielipp Road** Implementation of Mitigation Measure TRA 1 is required. **Monte Vista Drive/Baxter Road** • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay the applicable City Development Impact Fee (DIF) prior to issuance of a building permit for the installation of a traffic signal. **I-15 Northbound Ramps/Baxter Road** • The project applicant shall provide its fair share toward the funding of the installation of an interim traffic signal. The fair share	Prior to issuance of first building permit	City Engineer or Designee	

	contribution shall be determined by the City of Wildomar City Engineer. • The project applicant shall provide its fair share toward the funding of the addition of an interim separate eastbound right turn lane. The fair share contribution shall be determined by the City of Wildomar City Engineer. **I-15 Southbound Ramps/Baxter Road** • Implementation of Mitigation Measure TRA-1 is required.			
39.	**TRA-3:** The following improvements are required to reduce impacts under the existing plus ambient plus project plus cumulative (2017) conditions on the study area intersections. For each improvement, the project applicant, as directed by the City Engineer, shall either fully the improvement, construct the improvement, pay the applicable City Development Impact Fee (DIF) or pay a pro-rated share of the improvement, as identified below. **Hidden Springs Road/Clinton Keith Road** • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay a fair share prior to issuance of a building permit for a second southbound left turn lane.	Prior to issuance of first building permit	City Engineer or Designee	

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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
Catt Road-Arya Road/Clinton Keith Road • Implementation of Mitigation Measure TRA 1 is required. **Inland Valley Drive/Clinton Keith Road** • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay the applicable City Development Impact Fee (DIF) for a second westbound through lane. **Inland Valley Drive/Prielipp Road** • Implementation of Mitigation Measure TRA 1 is required. **Monte Vista Drive/Baxter Road** • Implementation of Mitigation Measure TRA 2 is required. **I-15 Northbound Ramps/Baxter Road** • Implementation of Mitigation Measure TRA 2 is required. **I-15 Southbound Ramps/Baxter Road** • Implementation of Mitigation Measure TRA 1 is required.			

	Northbound I-15 south of Clinton Keith Road • No feasible mitigation is available.			
40.	**TRA-4:** The following improvements would mitigate the deficient intersections to operate at an acceptable level of service. The following improvements are required to reduce impacts under the Horizon Year (2035) with Project conditions on the study area intersections. For each improvement, the project applicant, as directed by the City Engineer, shall either fully fund the improvement, construct the improvement, pay the applicable City Development Fee (DIF) or pay a pro-rated share of the improvement, as identified below. **Palomar Street/Clinton Keith Road** • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay a fair share prior to issuance of a building permit for a second southbound left turn lane. • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay a fair share prior to issuance of a building permit for a separate eastbound right turn lane. • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay a fair share	Prior to issuance of first building permit	City Engineer or Designee	

	prior to issuance of a building permit for the modification to the traffic signal to provide a westbound right turn overlap phase. **Hidden Springs Road/Clinton Keith Road** • Implementation of Mitigation Measure TRA-3 is required. • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay the applicable City Development Impact Fee (DIF) prior to issuance of a building permit for the modification of the traffic signal to provide a westbound right turn overlap phase. **Catt Road-Arya Road / Clinton Keith Road** • Implementation of Mitigation Measure TRA-1 is required. **Inland Valley Drive/Clinton Keith Road** • Implementation of Mitigation Measure TRA-3 is required. • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay the applicable City Development Impact Fee (DIF) prior to issuance of a building permit for the modification of the northbound striping to provide one left turn lane and one shared left/right turn lane.			

	Inland Valley Drive/Prielipp Road • Implementation of Mitigation Measure TRA-1 is required. **Monte Vista Drive/Baxter Road** • Implementation of Mitigation Measure TRA-2 is required. **I-15 Northbound Ramps/Baxter Road** • Implementation of Mitigation Measure TRA-1 is required. **I-15 Southbound Ramps/Baxter Road** • Implementation of Mitigation Measure TRA-1 is required. **Northbound and Southbound I-15 mainline north and south of Clinton Keith Road** • No feasible mitigation is available.			
41.	**TRA-5:** Prior to the issuance of a grading permit, the project applicant shall prepare and obtain City approval of a traffic management plan (TMP) to minimize potential impacts during construction. Included among the provisions, the project's contractor will coordinate with the City of Wildomar, Riverside County, and local police, fire, and emergency medical service providers regarding construction scheduling and any other practical measures to maintain adequate access to properties and response times. The TMP may also limit construction activity during typical weekday morning and evening peak	Prior to issuance of grading permit	City Planning Department	

	traffic hours that would adversely affect traffic flow along Clinton Keith Road. The TMP shall include contact information for the general public who may have questions concerning the project and access of their property. Two-way traffic flow through the construction zone shall be maintained throughout the construction period.			
Prior to Approval of the Final Map (these conditions apply to all phases)				
42.	Prior to City Council review and approval of the final map, the Applicant shall submit two (2) copies of the proposed Covenants, Conditions, and Restrictions (CC&R's) for the entire project area for review and approval by the Planning Director and City Attorney. The CC&R's shall include methods of maintaining landscaping, parking areas, private roads, exterior of all buildings (if applicable), and all landscaped and open areas including parkways, as well as a provisions indicating that the homeowners association once activated may not be terminated or dissolved without the permission of the City. The CC&R's shall provide that until activation of the homeowners association upon the first sale of a condominium to a homeowner the subdivider shall be responsible for all of the maintenance responsibilities for the project. The CC&R's shall be in the form and content approved by the Planning Director and City Attorney and shall include such provisions as are required by this approval and as said officials deem necessary to protect the interests of the City and its residents. Said CC&R's shall be recorded concurrently with the final map and a copy of the recorded CC&R's shall be submitted to the Planning and Engineering Departments within 2 weeks after recordation.	Prior to Approval of the Final Map	Planning Department	

ATTACHMENT A – EXHIBIT 1 WESTPARK PROMENADE MIXED-USE PROJECT - CONDITIONS OF APPROVAL			
Project No.: TENTATIVE PARCEL MAP NO. 36612			
Applicant: Cal West Communities - APN: 376-410-013; 376-410-023; 376-410-025			
~~**Original City Council Approval Date - December 14, 2016**~~ ~~EOT #1 Approval Date – Oct. 2, 2019~~ ~~EOT #2 Approval Date – February 2, 2022~~ **EOT #3 Approval Date – October 2, 2024**	~~**Original Expiration Date – Dec. 14, 2019**~~ ~~TPM No. 36612 New Expiration Date – Dec. 14, 2022~~ ~~TPM No. 36612 New Expiration Date – Dec. 14, 2024~~ **TPM No. 36612 Final Expiration Date – Dec. 14, 2025**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**

PUBLIC WORKS/ENGINEERING/BUILDING DEPARTMENT CONDITIONS				
General Requirements / Standard Conditions				
1.	The developer shall obtain City approval for any modifications or revisions to the approval of this project. Deviations not identified on the plans may not be approved by the City, potentially resulting in the need for the project to be redesigned. Amended entitlement approvals may be necessary as a result.	On-Going	Engineering Dept.	
2.	The developer shall refer to the conditions of approval for any Plot Plan or Grading activities associated with this property..	On-Going	Engineering Dept.	
3.	The Developer shall dedicate, design and construct all improvements in accordance the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, as further conditioned herein and to the satisfaction of the City Engineer.	On-Going	Engineering Dept.	
4.	The Developer shall be responsible for all costs associated with off-site right-of-way acquisition, including any costs associated with the eminent domain process, if necessary.	On-Going	Engineering Dept.	
5.	Should this project lie within any assessment/benefit district, the project proponent shall, prior to acceptance of improvements, make application for and pay for their reapportionment of the assessments or pay the unit fees in the benefit district unless said fees are otherwise deferred or covered under the City's Community Facility District (CFD Services).	On-Going	Engineering Dept.	

6.	The improvement plans for the required public improvements must be prepared and shall be based upon a design profile extending a minimum of 300 feet beyond the project boundaries at a grade and alignment as approved by the City Engineer.	On-Going	Engineering Dept.	
7.	All above-ground utilities, including but not limited to communication and power that are 33KV in size or less, shall be undergrounded by the developer in accordance with City requirements. The undergrounding of utilities shall be reflected on the project improvement plans.	On-Going	Engineering Dept.	
8.	All flood control plans to be reviewed by the City or the Riverside County Flood Control District (RCFCD) shall be submitted through the City of Wildomar, unless otherwise directed by the City Engineer. For projects requiring RCFCD review the developer shall pay the appropriate fees to RCFCD.	On-Going	Engineering Dept.	
9.	The Developer shall provide the Engineering Department evidence of compliance with the National Pollutant Discharge Elimination System (NPDES); obtain a construction permit from the State Water Resource Control Board (SWRRCB); and, reference the WDID number on the improvement plans.	Prior to Issuance of a Grading Permit	Engineering Dept.	
10.	A licensed engineer shall prepare and submit a Water Quality Management Plan (WQMP) Applicability Checklist; determine if a WQMP is applicable for this project's offsite improvements; and, sign and stamp the WQMP checklist with their license seal.	Prior to Issuance of a Grading Permit	Engineering Dept.	

11.	The developer shall prepare and submit a comprehensive drainage study and plan that analyzes existing or proposed offsite drainage facilities.	Prior to Issuance of a Grading Permit	Engineering Dept.	
12.	For the residential portion of the project, the City Engineer has made the following determinations: a) the project applicant shall construct the improvements to Catt Road-Arya Road/Clinton Keith Road as identified in TRA-1 prior to the issuance of the first certificate of occupancy of a residential unit; and b) the project applicant shall pay a pro-rata share of the remaining improvements identified in TRA-1 through TRA-4, as such measures are updated in accordance with the Westpark Traffic Evaluation- 0356-0001 (July 19, 2021) and Westpark Residential Fair Share Cost Evaluation- 0356-0001 (July 27, 2021)."	On-Going	Engineering Dept.	
Prior to Recordation of the Final Map				
13.	The developer shall annex into the City's Community Facility District (CFD Services) and pay associated costs for annexation. Should this project lie within any assessment/benefit district that duplicates the services to be covered under CFD Services then the developer shall de-annex from said assessment/benefit district.	Prior to Recordation of Final Map	Engineering Dept.	
14.	Improvement plans shall be prepared, processed, and approved. Construct the improvements; or execute an Improvement Agreement and Improvement Security with each final map. This condition shall be in conformance with local regulations and the Subdivision Map Act.	Prior to each Final Map Approval	Engineering Dept.	

ATTACHMENT A – EXHIBIT 1 WESTPARK PROMENADE MIXED-USE PROJECT - CONDITIONS OF APPROVAL			
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15. The developer shall dedicate, design and construct streetlights in accordance with the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, City Ordinances and to the satisfaction of the City Engineer.	Prior to Recordation of each Final Map or First Building Permit for each Parcel of TPM 36612	Engineering Dept.	
16. The developer shall dedicate a public utility easement adjacent to all public and private streets for overhead and/or underground facilities and appurtenances to the satisfaction of the City Engineer.	Prior to Recordation of each Final Map or First Building Permit for each Parcel of TPM 36612	Engineering Dept.	
17. The developer shall submit landscaping and irrigation plans within the public right-of-way to the Planning Department. These plans shall include water usage calculations, estimate of irrigation and the location of all existing trees that will remain. All plans and calculations shall be designed and calculated per the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, City Codes and to the satisfaction of the City Engineer.	Prior to Recordation of each Final Map or First Building Permit for each Parcel of TPM 36612	Engineering Dept. Planning Dept.	

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Prior to Recordation of the Final Map – Project Specific			
18. Comply with the applicable Mitigation Measures associated with the EIR Mitigation Monitoring and Reporting Program (MMRP). The following project specific conditions do not negate the requirements of the MMRP. Should a conflict arise in language between the MMRP and the Project Specific conditions, the stricter interpretation shall apply as determined by the City Engineer.	Prior to Recordation of each Final Map	Engineering Dept. Public Works Dept.	
19. The developer shall submit to the City Engineer traffic control plans for any construction work that impacts public roads to ensure the continued flow of traffic during construction.	Prior to Recordation of each Final Map or First Building Permit for each Parcel of TPM 36612	Engineering Dept. Public Works Dept.	
20. Subject to Section 66462.5 of the Subdivision Map Act, the developer shall dedicate, design and construct or guarantee construction of Westpark Street. Right of way will be based on a 74' Collector Street, Standard No. 103, in accordance with the City of Wildomar Improvement Standards & Specifications and to the satisfaction of the City Engineer. A zero curb raised street pavement traffic calming speed table shall be provided at the three proposed cross street/drive intersections. Refer to Tract Map 36781, Tract Map 36782 and Plot Plan for intersection locations.	Prior to Recordation of first Final Map or First Building Permit	Engineering Dept.	

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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
21.	The developer shall acquire and dedicate, subject to Section 66462.5 of the Subdivision Map Act, a 10' wide Pedestrian corridor between Clinton Keith Road and Catt Road across Parcel 0264-005A and Parcel 0264-005C per Instrument Numbers 2013-0282061 and 2013-0282059 respectively prior to the first occupancy permit. The improvements shall be in accordance with the City of Wildomar Road Improvement Standards & Specification to the satisfaction of the City Engineer.	Prior to first Certificate of Occupancy	Engineering Dept.	
22.	Subject to Section 66462.5 of the Subdivision Map Act, the developer shall dedicate, design, and construct or guarantee the construction of the following prior to the first occupancy permit: • Catt Road from Westpark Street to Arya Drive based on a modified Collector Street, Standard No. 103 within the existing 60' right of way. The street section modification removes curb, gutter, sidewalk on one side of the street replaced with curb, gutter and a landscaped parkway. • The developer shall acquire and dedicate the right of way required construct the knuckle at Catt Road and Westpark Street, Standard No. 801. • The developer shall design and construct the 10' wide Pedestrian corridor between Clinton Keith Road and Catt Road. A zero curb raised street pavement traffic calming speed table shall be provided across Catt Road to provide connection to the gated access on the north side of the road to the existing development westerly of the project.	Prior to Recordation of first Final Map or First Building Permit	Engineering Dept.	

	• The improvements shall be in accordance with the City of Wildomar Road Improvement Standards & Specification to the satisfaction of the City Engineer.			
23.	Subject to Section 66462.5 of the Subdivision Map Act, the developer shall dedicate, design, and construct or guarantee the construction (which will include entering into a subdivision improvement agreement) for Arya Drive. Right of way will be based on a 74' Collector Street, Modified Standard No. 103, in accordance with the City of Wildomar Improvement Standards & Specifications and to the satisfaction of the City Engineer. Geometrics may include two 10' wide parkways; 14' wide northbound thru lane; 14' wide raised median; 12' wide southbound to eastbound left turn lane; and, 14' southbound shared thru and right turn lane.	Prior to Recordation of Final Map or First Building Permit	Engineering Dept.	
24.	Subject to Section 66462.5 of the Subdivision Map Act, the developer shall design, and construct or guarantee (which will include entering into a subdivision improvement agreement) for the construction of a modified traffic signal at Clinton Keith Road and Arya Drive in accordance with the City of Wildomar Road Improvement Standards and Specifications to the satisfaction of the City Engineer.	Prior to Recordation of first Final Map or First Building Permit	Engineering Dept.	

ATTACHMENT A – EXHIBIT 1 WESTPARK PROMENADE MIXED-USE PROJECT - CONDITIONS OF APPROVAL			
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RIVERSIDE COUNTY FIRE DEPARTMENT			
General Conditions			
1. For residential areas, approved standard fire hydrants, located at each intersection, with no portion of any lot frontage more than a maximum of 500 feet from a hydrant. Minimum fire flow for all residential structures shall be 1000 GPM for a 1-hour duration at 20 PSI.	On-Going	Fire Department	
2. All residential structures shall have fire sprinklers installed.	On-Going	Fire Department	
3. The required water system, including fire hydrants, shall be installed and accepted by the appropriate water agency prior to any combustible building material being placed on an individual lot. Two sets of water plans are to be submitted to the Fire Department for approval.	On-Going	Fire Department	
4. Fire apparatus access road and driveways shall be in compliance with the Riverside County Fire Department Standards. Access lanes shall be constructed with a surface so as to provide all weather driving capabilities.	On-Going	Fire Department	
5. Blue dot retro-reflectors pavement markers on private, public streets and driveways to indicated location of the fire hydrant shall be per Standard 06-11.	On-Going	Fire Department	
6. The Proposed project may have a cumulative adverse impact on the Fire Department's ability to provide an acceptable level of service. These impacts include an increase in the number of	On-Going	Fire Department	

	emergency and public service calls due to the increased presence of structures, traffic and population. The project proponents/developers will be expected to provide for a proportional mitigation to these impacts via capital improvements and/or impact fees.			

END

ATTACHMENT A – EXHIBIT 4 WESTPARK PROMENADE MIXED-USE PROJECT - CONDITIONS OF APPROVAL			
Project No.: PLOT PLAN NO. 13-0082			
Applicant: Cal West Communities - APN: 376-410-013; 376-410-023; 376-410-025			
~~**Original City Council Approval Date - December 14, 2016**~~ ~~EOT #1 Approval Date – Oct. 2, 2019~~ ~~EOT #2 Approval Date – February 2, 2022~~ **EOT #3 Approval Date – October 2, 2024**	~~**Original Expiration Date – Dec. 14, 2019**~~ ~~Plot Plan 13-0082 New Expiration Date – Dec. 14, 2022~~ ~~Plot Plan 13-0082 New Expiration Date – Dec. 14, 2024~~ **Plot Plan 13-0082 Final Expiration Date – Dec. 14, 2025**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**

PLANNING DEPARTMENT CONDITIONS				
General / Standard Conditions (these conditions apply to all phases of development)				
1.	~~In compliance with Section 15094 of the CEQA Guidelines, a Notice of Determination (NOD) 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 California Department of Fish and Wildlife (Fish and Game Code Section 711.4.d.3) fee, and the Riverside County Clerk administrative fee (paid by the Applicant) in the amount of $3,120.00. Failure to pay the required fee will result in the project being deemed null and void (California Fish and Game Code Section 711.4(c)). The above fee is broken down as follows:~~ ~~a. California Department of Fish and Wildlife = $3,070.00~~ ~~b. Riverside County Clerk Administrative Fee = $50.00~~	~~December 21, 2016~~	~~Planning Department~~	Matthew Bassi
2.	*The Applicant shall review, and sign below verifying the "Acceptance of the Revised Conditions of Approval" and return the signed page to the Wildomar Planning Department within two weeks of the Planning Commission approval.* *Applicant Signature* *Date*	*October 2, 2024*	*Planning Department*	

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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 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, 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. 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	Ongoing	Planning Department	

	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 EOT #1 for Plot Plan No. 13-0082 shall expire on December 14, 2025 if grading and/or building permits have not been issued and substantial construction work has commenced on the project site. If Plot Plan No. 13-0082 has not commenced construction by the new expiration date, the plot plan approval becomes null and void.*	*December 14, 2025*	*Planning Department*	
5.	~~Plot Plan No. 13-0082 shall not become effective until 30 days after the second reading of the Ordinance approving Change of Zone No. 13-0082 by the City Council. No final map, grading or building permits shall be issued until after the effective date of the Change of Zone.~~	~~February 11, 2017~~	~~Planning Department~~	Matthew Bassi
6.	~~In accordance with Section 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 to the Applicant that the 90-day appeal hereby begins with approval of this project.~~	~~March 14, 2017~~	~~Planning Department~~	Matthew Bassi

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7.	~~Within 60 days of the Westpark Promenade Mixed-Use development project (Planning Application No. 13-0082) Change of Zone approval by the City Council, the Applicant shall pay any outstanding deposit account balances. Failure to pay the outstanding balance by the due date may result in delays in the submittal of final map, grading plans, improvement plans and/or building/construction plans.~~	~~February 14, 2017~~	~~Planning Department~~	Matthew Bassi
8.	If the Westpark Promenade Mixed-Use development project (PA No. 13-0082) is not constructed at the same time, the remaining vacant lots shall be landscaped with a drought tolerant hydro seed mix that is native to the Wildomar region. This area shall be allowed to have above ground/temporary irrigation to water the landscaping. The purpose of this condition is to manage dust control issues. The Applicant shall submit a "landscape plan" for Planning Department review and approval prior to installation. Said landscaping and irrigation shall be fully functional and operational prior to the issuance of a final certificate of occupancy for the site, and be required to be maintained for the as long as the remaining lots are vacant.	On-Going	Planning Department	
9.	Applicant hereby understands and agrees that failure to comply with all Conditions of Approval may result in the Planning Commission taking action resulting in a modification to the Conditions of Approval and/or suspension or revocation of the plot plan and/or conditional use permit.	On-Going	Planning Department	
10.	The project shall be developed in accordance with the approved plot plan approved by the City Council on December 14, 2016, or as amended. The Applicant may request a modification/revision to the	Ongoing	Planning Department	

	approved project, if needed, in accordance with Sections 17.228 of the Wildomar Municipal Code. The plot plan consists of three planning areas (Parcel 1: Commercial Retail and Parcels 2 and 3: Single family Condominium areas) with related on- site/off-site improvements and amenities. Each Parcel within the approved plot plan will be developed in accordance with these applicable conditions and the conditions of the attendant tentative tract map for that Parcel.			
11.	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 Dept.	
12.	All grading shall conform to the California Building Code and all other relevant laws, rules, and regulations governing grading in the City of Wildomar. Prior to commencing any grading which includes 50 or more cubic yards, the developer shall obtain a grading permit from the Building Dept.	On-Going	Planning & Engineering Depts.	
13.	Erosion control-landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded (refer to dept. form 284-47). Planting shall occur within 30 days of meeting final grades to minimize erosion and to ensure slope coverage prior to the rainy season. The developer shall plant and irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in vertical height with grass or ground cover; slopes 15 feet or greater in vertical height shall be planted with additional shrubs or trees or as approved by the City Engineer.	On-Going	Planning & Engineering Depts.	

14.	The Applicant is prohibited from using any sort of blasting device or activity during all grading and/or construction operations.	On-Going	Planning Department	
15.	The proposed development approved by the City Council shall comply with the standards and requirements of the City's Light Pollution Ordinance in accordance with Section 8.64 of the WMC.	On-Going	Planning Department	
16.	As required by Chapter 8.56 of the WMC, subsequent development on the site will need to comply with the County of Riverside, Department of Environmental Health, Local Enforcement Agency (LEA) for all activities related to potential hazardous materials.	On-Going	Planning Department	
17.	The Applicant shall provide one (1) 220 v. electric vehicle plug in fixture in each enclosed garage of the single-family condominium units in accordance with the provisions of the Cal Green Building Code.	On-Going	Planning & Building Departments	
18.	The Applicant shall comply with all provisions of the Cal-Green Building Code, including but not limited to, bicycle parking, bike lockers, electric vehicle plug-in stations, etc. throughout the commercial retail center. This information shall be shown on the construction documents and verified by the Planning Department prior to the issuance of building permits.	On-Going	Planning & Building Departments	
19.	The Applicant shall be subject to, and comply with, the following four (4) state mandated codes/ordinances including all other applicable state & local codes/ordinances already in effect: • California Building Code, Chapter 7A; • California Residential Code, Section R327;	On-Going	Planning & Fire Departments	

	• California Referenced Standards Code, Chapter 12-7A; and • California Fire Code, Chapter 49. (added by the City Council on December 14, 2016)			
CEQA / Environmental Impact Report (EIR) Mitigation Measures: (these mitigation measures apply to all phases)				
Air Quality Resources				
20.	**AQ-1:** The applicant, in coordination with the City, shall cooperate with local transit agencies to determine bus routing in the project area that can accommodate bus stop(s) at the project access points. The project shall provide bus passenger benches and shelters at any approved locations.	Prior to issuance of building permit	City Planning and Building and Safety Departments	
21.	**AQ-2:** The project applicant shall provide preferred parking for low-emitting and fuel efficient vehicles. The number and location of preferred parking spaces must be identified by the project proponent and be approved by the City of Wildomar prior to issuance of building permits.	Prior to issuance of building permit	City Planning and Building and Safety Departments	
22.	**AQ-3:** The project applicant shall provide secure bicycle racks. The number and location of bicycle racks must be identified by the project proponent and be approved by the City of Wildomar prior to issuance of building permits.	Prior to issuance of building permit	City Planning and Building and Safety Departments	

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Biological Resources			
23. **BIO-1:** Per the Burrowing Owl Survey Instructions for the MSHCP and MSHCP Species-Specific Objective 6, preconstruction presence/absence surveys for burrowing owl within suitable habitat areas of the project site, shall be conducted within 30 days prior to disturbance. Take of active nests shall be avoided. Passive relocation (use of one-way doors and collapse of burrows) shall occur when owls are present outside the nesting season. If construction is delayed or suspended for more than 30 days after the survey, the area shall be resurveyed. Surveys shall be completed for occupied burrowing owl burrows within all construction areas and within 500 feet (150 meters) of the project work areas (where possible and appropriate based on habitat). All occupied burrows will be mapped on an aerial photo.	30 days prior to the start of ground disturbing activities	City Planning Department	
24. **BIO-2:** If burrowing owls are identified during the 30-day preconstruction survey, the applicant shall take the following actions to offset impacts prior to ground disturbance: Active nests and paired owls exhibiting breeding activities within the areas scheduled for disturbance or degradation shall be avoided from February 1 through August 31, and a minimum 250-meter buffer shall	Prior to the start of ground disturbing activities	City Planning Department	

	be provided until fledging has occurred. Following fledging, owls may be passively relocated by a qualified biologist. If impacts on occupied burrows in the non-nesting period are unavoidable, on-site passive relocation techniques may be used if approved by the CDFW to encourage owls to move to alternative burrows outside of the impact area. However, no occupied burrows shall be disturbed during the nesting season. A qualified biologist must verify through noninvasive methods that the burrow is no longer occupied. If relocation of the owls is approved for the site by the CDFW, the applicant shall hire a qualified biologist to prepare a plan for relocating the owls to a suitable site. The relocation plan must include all of the following: • The location of the nest and owls proposed for relocation. • The location of the proposed relocation site. • The number of owls involved and the time of year when the relocation is proposed to take place. • The name and credentials of the biologist who will be retained to supervise the relocation. • The proposed method of capture and transport for the owls to the new site. • A description of site preparation at the relocation site (e.g., enhancement of existing burrows, creation of artificial burrows, one-time or long-term vegetation control).			

	• A description of efforts and funding support proposed to monitor the relocation.			
25.	**BIO-3**: A qualified biologist shall conduct a preconstruction clearance (trap and release) survey throughout the project site, including a 500-foot buffer (where access is allowed) for coast horned lizard and San Diego black-tailed jackrabbit. If the species are found onsite during the survey, the animals shall be relocated by a qualified biologist. The relocation areas and survey methods shall be developed in consultation with CDFW.	Prior to the start of ground disturbing activities	City Planning Department	
26.	**BIO-4:** Impacts to raptors and migratory birds during nesting activities shall be avoided by implementation of one of the following measures: • All construction, vegetation disturbance, and ground-disturbing activities shall take place outside of the general avian breeding season (February 1-August 30). • If construction, vegetation disturbance, or ground disturbing activities are necessary during the breeding season (February 1-August 30), a focused survey for active nests of raptors and migratory birds and sign of nesting behavior shall be conducted by a qualified, City-approved biologist. The survey shall occur no more than 3 days prior to any construction, vegetation disturbance or ground-disturbing activities. If active nest(s) (with eggs or fledglings) are identified within the project site, they shall not be disturbed until the young have hatched and fledged (matured to a state that they can leave the nest on their own), as determined by the City-approved biologist. A 500-foot	Prior to the start of ground disturbing activities	City Planning Department	

	construction setback from any active nesting location shall be adhered to in order to avoid disturbance of the nest until the young have fledged or the nest has failed, as determined by a qualified biologist. If no active nests are identified, construction may commence.			
27.	**BIO-5:** Prior to the issuance of a grading permit, the project applicant shall submit a detailed restoration plan that mitigates for the loss of approximately 0.36 acre of jurisdictional waters at a ratio acceptable and approved by the resource agencies (i.e., USACE, RWQCB and CDFW), but no less than 1:1 ratio. The restoration plan shall also be approved by the resource agencies prior to the issuance of a grading permit. The project applicant intends to restore and enhance riverine/riparian habitat on lands owned by the Elsinore Murrieta-Anza Resource Conservation District (EMARCD) located along Clinton Keith Road in Riverside County, or on other lands owned by EMARCD or another conservation district within the watershed if the land along Clinton Keith Road is not available. The restoration and enhancement of habitat is proposed within drainages located on the EMARCD lands to ensure a net gain of riparian/riverine habitat acreage in the region. A detailed restoration plan will be prepared that will provide a schedule for site preparation and planting. Performance standards will include: (a) increase the canopy cover of native riverine vegetation within the mitigation area by 25 percent with 80 percent survival of planted species after five years following installation, and (b) increase coverage of herbaceous vegetation within the mitigation areas by 25	Prior to issuance of grading permit.	City Planning Department	

	percent after five years following installation. The restoration plan will also include a maintenance and monitoring schedule for the proposed mitigation.			
28.	**BIO-6:** Prior to the issuance of a grading plan, the project applicant shall provide a plan to the City of Wildomar to demonstrate compliance with the MSHCP Urban/Wildlands Interface Guidelines. This plan shall provide provisions to ensure that indirect impacts to off-site drainage channels and associated riparian/riverine habitats downstream be minimized to the satisfaction of the City of Wildomar.	Prior to issuance of grading permit.	City Planning Department	
Cultural Resources				
29.	**CUL-1:** An archaeological monitor shall be present during all earthmoving activities within the project site. The monitor shall work under the direct supervision of a qualified archaeologist (defined as a cultural resources professional who meets the Secretary of the Interior's Professional Qualifications Standards for archaeology [U.S. Department of the Interior, 2008]). The monitor shall be empowered to temporarily halt or redirect construction work in the vicinity of any find until the qualified archaeologist can evaluate it. In the event of a new find, excavation and treatment of the resource shall be in accordance with Mitigation Measures CUL-3 through CUL-5.	Prior to issuance of grading permit During construction grading and excavation	City Planning Director and Building Official	
30.	**CUL-2:** At least 30 days prior to the issuance of a grading permit, the project applicant shall contact both the Pechanga to notify them of grading, excavation, and the monitoring program and to coordinate with the City of Wildomar and the Pechanga to develop a Cultural	30 days prior to issuance of grading permit	City Planning Department	

	Resources Treatment and Monitoring Agreement. The agreement shall include, but not be limited to, outlining provisions and requirements for addressing the treatment of cultural resources; project grading and development scheduling; terms of compensation for the monitors; treatment and final disposition of any cultural resources, sacred sites, and human remains discovered on the site; and establishing on-site monitoring provisions and/or requirements for professional tribal monitors during all ground-disturbing activities. A copy of this signed agreement shall be provided to the Planning Director and Building Official prior to the issuance of the first grading permit.			
31.	**CUL-3:** Prior the issuance of any grading permit, the project archaeologist shall file a pre-grading report with the City to document the proposed methodology for grading activity observation which will be determined in consultation with the Pechanga Tribe. The archaeological monitor and a Pechanga Tribal monitor will have the authority to temporarily halt and redirect grading activities in order to evaluate the significance of any archaeological cultural resources discovered on the project site. Tribal and archaeological monitors shall be allowed to monitor all grading, excavation and groundbreaking activities.	Prior to issuance of grading permit	City Planning Department	
32.	**CUL-4:** If during grading or construction activities cultural resources are discovered on the project site, work shall be halted immediately within 50 feet of the discovery and the resources shall be evaluated by a qualified archaeologist (retained by the applicant) and the Pechanga.	Prior to issuance of grading permit During grading and construction	City Planning Department	

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	Any unanticipated cultural resources that are discovered shall be evaluated and a final report prepared by the qualified archaeologist. The report shall include a list of the resources discovered, documentation of each site/locality, and interpretation of the resources identified, and the method of preservation and/or recovery for identified resources. In the event the significant resources are recovered and if the qualified archaeologist, the Pechanga, and/or Soboba determines the resources to be historical or unique, avoidance and/or mitigation shall be required pursuant to and consistent with CEQA Guidelines Section 15064.5 and 15126.4, Public Resources Code Section 21083.2, and the Cultural Resources Treatment and Monitoring Agreement required by Mitigation Measure CUL-2.			
33.	**CUL-5:** All cultural resources, with the exception of sacred items, burial goods, and human remains, which will be addressed in the Cultural Resources Treatment and Monitoring Agreement required by Mitigation Measure CUL-2, collected during the grading monitoring program and from any previous archaeological studies or excavations on the project site shall be curated according to the current professional repository standards. The collections and associated records shall be transferred, including title, to the Pechanga Tribe's curation facility that meets the standards set forth in 36 Code of Federal Regulations (CFR) Part 79 for federal repositories.	Prior to issuance of grading permit	City Planning Department	

34.	**CUL-6:** If inadvertent discoveries of cultural or archaeological resources are made, the project applicant, project archaeologist, and Pechanga Tribe shall assess the significance of the resources and meet and confer regarding the appropriate treatment (i.e., preservation, avoidance. and/or mitigation for the resources). Cultural and archaeological resources are inadvertent discoveries when they were not anticipated to be found during the project's construction activities (e.g. grading, excavation). This may include previously unknown sacred sites and items, midden deposits, artifacts, hearths. bedrock outcrops. human remains and other resources, etc. Consistent with California Public Resources Code Section 21083.2(b) and Assembly Bill 52 (Chapter 532. Statutes of 2014), avoidance shall be the preferred method of preservation for tribal cultural resources and archaeological resources. If the project applicant, project archaeologist, and Pechanga Tribe cannot agree on the significance of, avoidance of, or mitigation for such resources, then these issues shall be presented to the Planning Director for determination. The Planning Director shall make the determination based on the information submitted by the Pechanga Tribe, the religious beliefs, customs, and practices of the Pechanga Tribe, and the provisions of the California Environmental Quality Act regarding tribal cultural and archaeological resources. Notwithstanding any other rights available under law, the decision of the Planning Director shall be appealable to the Wildomar City Council. All sacred sites, should they be encountered within the project site, shall be avoided and preserved as the preferred mitigation, if feasible.	Prior to issuance of grading permit	City Planning Department	

35.	**CUL-7:** The project applicant shall retain a qualified paleontologist (in accordance with the Society of Vertebrate Paleontologists) to monitor all initial ground-disturbing activities in native soils or sediments. If the paleontologist, upon observing initial earthwork, determines there is low potential for discovery, no further action shall be required, and the paleontologist shall submit a memo to the City confirming findings of low potential. If the qualified paleontologist, upon observing initial earthwork, determines there is a moderate to high potential for discovery, a qualified paleontologist or paleontological monitor (retained by the applicant) shall monitor all mass grading and excavation activities. Monitoring will be conducted in areas of grading or excavation in undisturbed formation sediments, as well as where over-excavation of surficial alluvial sediments will encounter these formations in the subsurface. Paleontological monitors shall be equipped to salvage fossils as they are unearthed to avoid construction delays and to remove samples of sediment that are likely to contain the remains of small fossil invertebrates and vertebrates. The monitor must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined on exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. Should any paleontological resources (i.e., fossils) be uncovered during project construction activities, all work within a 100-foot radius	Prior to issuance of grading permit	City Planning Department	

	of the discovery site shall be halted or diverted to other areas on the site and the City shall be immediately notified. The qualified paleontologist shall evaluate the finds and recommend appropriate next steps to ensure that the resource is not substantially adversely impacted, including but not limited to avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures. Further, ground disturbance shall not resume within a 100-foot radius of the discovery site until an agreement has been reached between the project applicant, the qualified paleontologist, and the City as to the appropriate preservation or mitigation measures to ensure that the resource is not substantially adversely impacted.			
36.	**CUL-8:** If human remains are encountered, consistent with California Health and Safety Code Section 7050.5, no further disturbance shall occur until the Riverside County Coroner has made the necessary findings as to origin of the remains. Further, consistent with California Public Resources Code Section 5097.98(b), human remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Riverside County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within twenty-four (24) hours. The Native American Heritage Commission shall immediately identify the “most likely descendant(s)” and notify them of the discovery. The “most likely descendant(s)” shall make recommendations within forty-eight (48) hours, and engage in	During grading and excavation construction activities	City Planning Department	

	consultations with the landowner concerning the treatment of the remains, as provided in Public Resources Code Section 5097.98 and the Agreement described in CUL-2.			
37.	**CUL-9:** Any recovered paleontological specimens shall be identified to the lowest taxonomic level possible and prepared for permanent preservation. Screen-washing of sediments to recover small invertebrates and vertebrates shall occur if necessary.	During grading and excavation construction activities	City Planning Department	
38.	**CUL-10:** Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage shall occur at an institutional repository approved by the City of Wildomar. The paleontological program shall include a written repository agreement prior to the initiation of mitigation activities.	During grading activities	City Planning Department	
39.	**CUL-11:** A final monitoring and mitigation report of findings and significance shall be prepared, including lists of all fossils recovered and necessary maps and graphics to accurately record their original location. The report, when submitted to an accepted by the City of Wildomar, shall signify satisfactory completion of the project program to mitigation impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.	After grading and construction	City Planning Department	

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Noise			
40. **NOI-1:** The operator of the northern major retail building shall not allow medium-box truck and semi-trucks to engage in unloading activities during nighttime hours of 10 PM through 7 AM.	During grading and construction activities	City Building Official	
41. **NOI-2**: Prior to the issuance of a building permit, the project applicant shall submit engineering drawings and acoustical specifications for the project's mechanical HVAC equipment to demonstrate that the equipment design combined with distance separation and parapets, or screen walls would be sufficient to ensure that the applicable City of Wildomar's noise standards would not be exceeded at any adjacent off-site residential uses.	Prior to issuance of building permit	City Engineer or Designee	
42. **NOI-3:** The project applicant shall confine trash pick-up activities at the project site to the hours of 7:00 AM through 10:00 PM, while parking lot sweeping closest to residential uses shall be similarly confined to the hours of 7:00 AM through 10:00 PM.	As needed	City Official Designee	
43. **NOI-4:** Prior to the issuance of a building permit for the residential uses within Parcel 3, the project applicant shall include, within building plans, that a 6.5-foot noise wall be constructed around the exterior recreational use patio associated with the community area proposed within Parcel 3.	Prior to issuance of building permit	City Building and Safety Department	
44. **NOI-5**: Prior to the issuance of a building permit, the project applicant shall demonstrate through the preparation of a supplemental acoustical analysis that the interior noise threshold of 45 dBA will be met within proposed residences in Parcels 2 and 3.	Prior to issuance of building permit	City Building and Safety Department	

45.	**NOI-6:** If the project's restaurants propose an outdoor venue, the following design features shall be implemented to ensure compliance with the City of Wildomar noise/land use compatibility standards: • Site outdoor eating areas at a setback distance of 350 feet or greater from the I-15 Freeway centerline to provide a 69 dBA CNEL outdoor noise exposure, or If an outdoor venue were sited at a distance closer than 350 feet from the I-15 Freeway centerline the following measures would achieve necessary exterior noise mitigation: • Orient patios on the east side of the restaurant away from the I-15 Freeway such that the restaurant structure itself would provide needed noise attenuation, or • Construct a five-foot Plexiglas wall to shield the patios from freeway traffic. The Plexiglas wall shall provide a minimum attenuation in noise levels of 5 dBA.	Prior to issuance of building permits	City Building and Safety Department	
Transportation and Traffic				
46.	**TRA-1:** The following improvements are required to reduce impacts under the existing plus project conditions on the study area intersections. For each improvement, the project applicant, as directed by the City Engineer, shall either fully fund the improvement, construct the improvement, pay the applicable City Development Fee (DIF) or pay a pro-rated share of the improvement, as identified below.	Prior to issuance of first building permit	City Engineer or Designee	

	Catt Road-Arya Road/Clinton Keith Road • The project applicant, as directed by the City Engineer, shall construct or provide a fair share prior to the approval of a final map for the modification of the northbound striping to provide a dedicated left turn lane and a shared through/right turn lane. • The project applicant, as directed by the City Engineer, shall construct or provide a fair share prior to the approval of a final map for a separate southbound left turn lane. **Inland Valley Drive/Prielipp Road** • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay the applicable City Development Impact Fee (DIF) prior to issuance of a building permit for the installation of a traffic signal. • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay a fair share prior to issuance of a building permit for the modification of the westbound striping to provide one through lane and one right turn lane. **I-15 Southbound Ramps/Baxter Road** • The project applicant shall provide its fair share toward the funding of the installation of an interim traffic signal. The fair share			

	contribution shall be determined by the City of Wildomar City Engineer. The project applicant shall provide its fair share toward the funding of the addition of an interim separate eastbound right turn lane. The fair share contribution shall be determined by the City of Wildomar City Engineer.			
47.	**TRA-2:** The following improvements are required to reduce impacts under the existing plus ambient plus project conditions on the study area intersections. For each improvement, the project applicant, as directed by the City Engineer, shall either fully fund the improvement, construct the improvement, pay the applicable City Development Impact Fee (DIF) or pay a pro-rated share of the improvement, as identified below. **Catt Road-Arya Road/Clinton Keith Road** Implementation of Mitigation Measure TRA 1 is required. **Inland Valley Drive/Prielipp Road** Implementation of Mitigation Measure TRA 1 is required. **Monte Vista Drive/Baxter Road** • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay the applicable	Prior to issuance of first building permit	City Engineer or Designee	

	City Development Impact Fee (DIF) prior to issuance of a building permit for the installation of a traffic signal. **I-15 Northbound Ramps/Baxter Road** • The project applicant shall provide its fair share toward the funding of the installation of an interim traffic signal. The fair share contribution shall be determined by the City of Wildomar City Engineer. • The project applicant shall provide its fair share toward the funding of the addition of an interim separate eastbound right turn lane. The fair share contribution shall be determined by the City of Wildomar City Engineer. **I-15 Southbound Ramps/Baxter Road** • Implementation of Mitigation Measure TRA-1 is required.			
48.	**TRA-3:** The following improvements are required to reduce impacts under the existing plus ambient plus project plus cumulative (2017) conditions on the study area intersections. For each improvement, the project applicant, as directed by the City Engineer, shall either fully the improvement, construct the improvement, pay the applicable City Development Impact Fee (DIF) or pay a pro-rated share of the improvement, as identified below.	Prior to issuance of first building permit	City Engineer or Designee	

	Hidden Springs Road/Clinton Keith Road • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay a fair share prior to issuance of a building permit for a second southbound left turn lane. **Catt Road-Arya Road/Clinton Keith Road** • Implementation of Mitigation Measure TRA 1 is required. **Inland Valley Drive/Clinton Keith Road** • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay the applicable City Development Impact Fee (DIF) for a second westbound through lane. **Inland Valley Drive/Prielipp Road** • Implementation of Mitigation Measure TRA 1 is required. **Monte Vista Drive/Baxter Road** • Implementation of Mitigation Measure TRA 2 is required. **I-15 Northbound Ramps/Baxter Road** • Implementation of Mitigation Measure TRA 2 is required.			

	I-15 Southbound Ramps/Baxter Road • Implementation of Mitigation Measure TRA 1 is required. **Northbound I-15 south of Clinton Keith Road** • No feasible mitigation is available.			
49.	**TRA-4:** The following improvements would mitigate the deficient intersections to operate at an acceptable level of service. The following improvements are required to reduce impacts under the Horizon Year (2035) with Project conditions on the study area intersections. For each improvement, the project applicant, as directed by the City Engineer, shall either fully fund the improvement, construct the improvement, pay the applicable City Development Fee (DIF) or pay a pro-rated share of the improvement, as identified below. **Palomar Street/Clinton Keith Road** • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay a fair share prior to issuance of a building permit for a second southbound left turn lane. • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay a fair share	Prior to issuance of first building permit	City Engineer or Designee	

	prior to issuance of a building permit for a separate eastbound right turn lane. • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay a fair share prior to issuance of a building permit for the modification to the traffic signal to provide a westbound right turn overlap phase. **Hidden Springs Road/Clinton Keith Road** • Implementation of Mitigation Measure TRA-3 is required. • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay the applicable City Development Impact Fee (DIF) prior to issuance of a building permit for the modification of the traffic signal to provide a westbound right turn overlap phase. **Catt Road-Arya Road / Clinton Keith Road** • Implementation of Mitigation Measure TRA-1 is required. **Inland Valley Drive/Clinton Keith Road** • Implementation of Mitigation Measure TRA-3 is required. • The project applicant, as directed by the City Engineer, shall construct prior to the approval of a final map or pay the applicable City Development Impact Fee (DIF) prior to issuance of a building			

	permit for the modification of the northbound striping to provide one left turn lane and one shared left/right turn lane. **Inland Valley Drive/Prielipp Road** • Implementation of Mitigation Measure TRA-1 is required. **Monte Vista Drive/Baxter Road** • Implementation of Mitigation Measure TRA-2 is required. **I-15 Northbound Ramps/Baxter Road** • Implementation of Mitigation Measure TRA-1 is required. **I-15 Southbound Ramps/Baxter Road** • Implementation of Mitigation Measure TRA-1 is required. **Northbound and Southbound I-15 mainline north and south of Clinton Keith Road** • No feasible mitigation is available.			
50.	**TRA-5:** Prior to the issuance of a grading permit, the project applicant shall prepare and obtain City approval of a traffic management plan (TMP) to minimize potential impacts during construction. Included among the provisions, the project's contractor will coordinate with the City of Wildomar, Riverside County, and local police, fire, and	Prior to issuance of grading permit	City Planning Department	

	emergency medical service providers regarding construction scheduling and any other practical measures to maintain adequate access to properties and response times. The TMP may also limit construction activity during typical weekday morning and evening peak traffic hours that would adversely affect traffic flow along Clinton Keith Road. The TMP shall include contact information for the general public who may have questions concerning the project and access of their property. Two-way traffic flow through the construction zone shall be maintained throughout the construction period.			
Prior to the Issuance of Grading Permits (these conditions apply to all phases)				
51.	Prior to the issuance of a grading permit for each "planning area" (i.e., Commercial Retail Center, and each Single-family Condominium area), the applicant shall submit two (2) sets of detailed/complete landscape and irrigation construction drawings for that planning area to the Planning Department including on-site and public right-of-way and shall include a fence/wall plan for review and approval by the Planning Department. Said landscape and irrigation plans shall be prepared by a licensed Landscape Architect and shall comply with all requirements of Section 17.276 (Water Efficient Landscapes) of the Wildomar Municipal Code, and EVMWD's Water Efficient Landscape Standards as adopted by the City Council on November 12, 2015. The landscape plans shall include the following: a) Landscape plans shall be drawn at a scale of 20 feet equal to 1 foot or larger.	Prior to Issuance of Grading Permits	Planning Department	

	b) No light fixture shall be designed for any location in a planting area, which would make it necessary to eliminate a tree. All overhead light fixtures and utilities shall be identified on the grading and site plan prior to approval of the grading and site plans. c) All above ground utilities shall be shown on the precise grading plans in their exact locations. Building and landscape backflow prevention units and transformers shall be located in shrub areas. Double detector checks shall be fully screened from view. The detector check/backflow device shall be painted a neutral/earth tone color and any pipes extending above ground shall be finished and painted to match the device. The detector check and post indicator shall be set back at least 10 feet away from the driveway or sidewalk in a shrub area. Transformers shall be screened with 5 feet of landscaping outside the required setback (18 inches on sides and 8 feet at the front doors). d) All ground covers shall be installed from living plant materials. Spacing shall be such that 100% coverage is achieved within 1 year of the installation. e) All parking lot planter areas shall be a minimum of 5 feet wide excluding curbs, walkways and required concrete strip adjacent to parking spaces (6" curb with a 12" wide by 4" deep reinforced concrete strip adjacent). A detail shall be drawn on the civil engineer's plan to illustrate this application in all relevant locations. f) All plants within the detention basin shall be California native. The trees shall include *Quercus agrifolia* (coast live oak) and *Platanus*			

	racemosa (sycamore). The shrubs shall be *Heteromeles arbutifolia* (toyon). g) All planting areas damaged during construction shall be replaced at the direction of the City Landscape Architect. h) The irrigation controller shall be a weather-based controller that measures evapo-transpiration. A rain shut-off device is required. Drip irrigation is required in all planting areas. i) All soil amendments and fertilizers shall be organic as a storm-water best management practice. Soil analysis and agronomic soil report shall be submitted to the City with the landscape plans, including the following: soil texture, percentage of organic matter, soil infiltration rate (measured or derived from soil texture/infiltration rate tables), pH and total soluble salts, macro-nutrients, micro-nutrients, recommendations for organic fertilizers and amendments. j) No plant materials that could freeze, damage paving, or have thorns are allowed. k) Prior to construction, the job site superintendent and the landscape contractor shall meet with the City's Landscape Architect and Planning Department representative shall meet for a pre-job meeting. No landscaping shall occur prior to the meeting. l) Erosion control-landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded per the requirements of Ordinance 457.			

	m) Planting shall occur within 30 days of meeting final grades to minimize erosion and to ensure slope coverage prior to the rainy season. n) The developer shall plant and irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in vertical height with grass or ground cover; slopes 15 feet or greater in vertical height shall be planted with additional shrubs or trees or as approved by the City Engineer.			
52.	Prior to the issuance of the first grading permit for each planning area (i.e., Commercial Retail Center, and each Single-family Condominium area), the Project applicant shall comply with all of the provisions of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), including payment of the MSHCP Local Development Mitigation Fee based on the applicable land use category of the planning area and Best Management Practices (specifically Appendix C, Standard Best Management Practices, of the MSHCP).	Prior to Issuance of Grading Permits	Planning Department	
53.	Prior to the issuance of a grading permit for each "planning area" (i.e., Commercial Retail Center, and each Single-family Condominium area) on the property, the applicant shall submit a haul permit for any import of material to the site or export of material off-site for review and approval by the City Engineer and Planning Director. The request for a haul permit shall include a haul route plan addressing the limitations of haul hours, number of loads per day and the posting of traffic control personnel at all approved entrances/exits onto public roads. This haul permit shall be in place prior to the issuance of the grading permit and	Prior to Issuance of a Grading Permit	Planning & Engineering Depts.	

	the mobilization of equipment on the project site. If the proposed material source or disposal site does not have an approved environmental assessment, a grading environmental assessment shall be submitted for review and approval by the Planning Director prior to the issuance of the haul permit.			
54.	The grading plan shall include the following information in the Notes Section of the Grading Plan: "No grubbing/clearing of the site shall occur prior to scheduling the pre-grading meeting with Engineering. All project sites containing suitable habitat for burrowing owls, whether owls were found or not, require a 30-day preconstruction survey that shall be conducted within 30 days prior to ground disturbance to avoid direct take of burrowing owls. If the results of the survey indicate that no burrowing owls are present on-site, then grading may move forward, upon Planning Department approval. If burrowing owls are found to be present or nesting on-site during the preconstruction survey, then the following recommendations must be adhered to: Exclusion and relocation activities may not occur during the breeding season, which is defined as March 1 through August 31, with the following exception: From March 1 through March 15 and from August 1 through August 31 exclusion and relocation activities may take place if it is proven to the City and appropriate regulatory agencies (if any) that egg laying or chick rearing is not taking place. This determination must be made by a qualified biologist."	Prior to Issuance of a Grading Permit	Planning & Engineering Depts.	

55.	The grading plan shall include the following information in the Notes Section of the Grading Plan: "If at any time during excavation/construction of the site, archaeological/cultural resources, or any artifacts or other objects which reasonably appears to be evidence of cultural or archaeological resource are discovered, the property owner shall immediately advise the City of such, and the City shall cause all further excavation or other disturbance of the affected area to immediately cease. The Planning Director at his/her sole discretion may require the property owner to deposit a sum of money it deems reasonably necessary to allow the City to consult and/or authorize an independent, fully qualified specialist to inspect the site at no cost to the City, in order to assess the significance of the find. Upon determining that the discovery is not an archaeological/cultural resource, the Planning Director shall notify the property owner of such determination and shall authorize the resumption of work. Upon determining that the discovery is an archaeological/cultural resource, the Planning Director shall notify the property owner that no further excavation or development may take place until a mitigation plan or other corrective measures have been approved by the Planning Director."	Prior to Issuance of a Grading Permit	Planning & Engineering Depts.	
56.	Prior to the issuance of the 1st grading permit for each planning area (i.e., Commercial Retail Center & each Single-family Condominium area), the applicant shall submit a final geotechnical soils reports to the City Engineer for review and approval. All grading shall be in conformance	Prior to Issuance of a Grading Permit	Planning & Engineering Depts.	

	with the recommendations of the geotechnical/soils reports as approved by the City of Wildomar.			
Prior to Issuance of Building Permits (these conditions apply to all phases)				
57.	The Applicant shall comply with all provisions of the Cal-Green Building Code, including but not limited to, bicycle parking, bike lockers, etc. for the commercial retail center. This information shall be shown on the construction documents and verified by the Planning Department prior to the issuance of building permits for the Assisted Living Facility.	Prior to Issuance of Building Permits.	Planning & Building Departments	
58.	Prior to the issuance of building permits, a copy of the recorded Covenants, Conditions, and Restrictions (CC&R's) shall be submitted to the Planning Director.	Prior to Issuance of Building Permits	Planning Department	
59.	Prior to the issuance of all building permits, the applicant shall comply with Building Department requirements in obtaining all necessary permits and processing applicable construction drawings.	Prior to Issuance of Building Permits	Planning Department	
60.	Prior to the issuance of the 50th building permit for TM 36781 & 36782 project areas, the Applicant shall complete construction of all on-site recreation/private park improvements within that respective tract area.	Prior to Issuance of Building Permits	Planning Department	
61.	Prior to the issuance of the 1st building permit within TTM's 36781 or 36782, the Applicant shall prepare a comprehensive sign program for both TTM's 36781 and 36782. The sign program shall be consistent with all applicable provisions of Section 17.252 (Sign Regulations) of the Wildomar Municipal Code, and approved by the Planning	Prior to Issuance of Building Permits	Planning Department	

	Department prior to the issuance of a building permit. Prior to the issuance of the 1st building permit for the commercial retail center, the Applicant shall prepare a comprehensive sign program for the Commercial Retail Parcel. The sign program shall be consistent with all applicable provisions of Section 17.252 (Sign Regulations) of the Wildomar Municipal Code,. and approved by the Planning Department prior to the issuance of a building permit,			
62.	Prior to the issuance of a building permit for each structure within the project, the applicant shall pay all current Wildomar Development Impact Fees, as applicable to the structure and as determined by the Building and Engineering departments, including but not limited to, regional fees such TUMF, MSHCP, K-Rat fees, School Fees, etc.	Prior to Issuance of Building Permits	Planning & Building Departments	
63.	Prior to the issuance of the 1st building permit for each planning area (i.e., Commercial Retail Center & each single-family condominium area), the applicant shall submit for review and approval by the Planning and Building departments a separate exterior lighting/security lighting plan/photometric survey for that planning area. Said lighting plan shall comply with all applicable provisions of Section 8.64 (Light Pollution Ordinance) of the WMC.	Prior to Issuance of Building Permits	Planning & Building Departments	
Prior to Issuance of a Certificate of Occupancy (these conditions apply to all phases)				
64.	Prior to the issuance of a certificate of occupancy for each planning area (i.e., Commercial Retail Center & and each Single-family Condominium area), all required landscape planting and irrigation shall have been installed for that respective planning area consistent	Prior to the Issuance of Occupancy Permits	Planning Dept.	

	with the approved construction plans and shall be in a condition acceptable to the Planning Director. The plants shall be healthy and free of weeds, disease, or pests. The irrigation system shall be properly constructed and in good working order. The Applicant shall contact the Planning Department to schedule the final inspection(s). The owner's Landscape Architect shall provide inspection of the landscaping. The owner's Landscape Architect shall provide the City with a Certificate of Compliance stating that the landscaping was installed per the approved plans. An irrigation audit may be required. The City will review the Certificate of Compliance and conduct inspections to ensure that the landscape installation is in compliance with the approved landscape plans.			
65.	Prior to the issuance of the 1st Certificate of occupancy permit for each planning area, the following conditions shall be satisfied: • Performance securities, in the amount determined by the City Landscape Architect and Planning Director, shall be provided to guarantee the adequate maintenance of the landscaping materials and irrigation system in accordance with the approved plans for a period of one (1) year from the date of final clearance from the City of the installed landscaping. Acceptable forms of security shall be limited to cash deposit, cash bonds, or irrevocable letters of credit. The performance securities shall be released one (1) year after final clearance of the installed landscaping by the City, upon written request by the owner, if the landscaping has been adequately maintained in accordance with the approved	Prior to the Issuance of Occupancy Permits	Planning Dept.	

	landscape plans. A deposit to cover re-inspection of the landscape, at the current City rate shall be posted with the Planning Department prior to re-inspection for maintenance bond release. All required landscaping and irrigation systems shall be installed in a condition acceptable to the City. • The owner's Landscape Architect shall provide inspection of the landscaping. The Landscape Architect shall provide the City with the Certificate of Landscape Design. • The project landscape contractor shall provide the City with the Landscape Installation Certification of Completion stating that the landscaping was installed per the approved plans. The City will review the Certificate and conduct inspections to ensure that the landscape installation is in compliance with the approved landscape plans.			
66.	Prior to issuance of a final occupancy permit or each planning area (i.e., Commercial Retail Center & each Single-family Condominium area), all Riverside County Fire Department conditions shall be complied with and cleared by the Fire Department. The Applicant shall provide written verification from County Fire that all applicable conditions have been met.	Prior to final Certificate of Occupancy	Planning Dept.	
67.	Prior to the Issuance of the final Certificate of Occupancy or each planning area (i.e., Commercial Retail Center & each Single-family Condominium area), all Planning Department conditions listed herein, as applicable to that planning area, shall be completed to the satisfaction of the Planning Department.	Prior to final Certificate of Occupancy	Planning Dept.	

ATTACHMENT A – EXHIBIT 4 WESTPARK PROMENADE MIXED-USE PROJECT - CONDITIONS OF APPROVAL			
Project No.: PLOT PLAN NO. 13-0082			
Applicant: Cal West Communities - APN: 376-410-013; 376-410-023; 376-410-025			
~~**Original City Council Approval Date - December 14, 2016**~~ ~~EOT #1 Approval Date – Oct. 2, 2019~~ ~~EOT #2 Approval Date – February 2, 2022~~ **EOT #3 Approval Date – October 2, 2024**	~~**Original Expiration Date – Dec. 14, 2019**~~ ~~Plot Plan 13-0082 New Expiration Date – Dec. 14, 2022~~ ~~Plot Plan 13-0082 New Expiration Date – Dec. 14, 2024~~ **Plot Plan 13-0082 Final Expiration Date – Dec. 14, 2025**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
PUBLIC WORKS/ENGINEERING/BUILDING DEPARTMENT CONDITIONS			
General Requirements/Conditions			
1. The developer shall obtain City approval for any modifications or revisions to the approval of this project. Deviations not identified on the plans may not be approved by the City, potentially resulting in the need for the project to be redesigned. Amended entitlement approvals may be necessary as a result.	On-Going	Engineering Dept.	
2. No grading shall be performed without the prior issuance of a grading permit by the City.	On-Going	Engineering Dept.	
3. Written permission shall be obtained from the affected property owners allowing the proposed grading and/or facilities to be installed outside of the project boundaries.	On-Going	Engineering Dept.	
4. The developer/owner or contractor shall apply for an Encroachment Permit for work performed within the public right of way. Compliance with current environmental regulations applies and additional studies and/or permits may be required.	On-Going	Public Works	
5. The developer's contractor is required to submit for a haul route permit for the hauling of material to and from the project site. Said permit will include limitations of haul hours, number of loads per day and the posting of traffic control personnel at all approved entrances/exits onto public roads. Hauled material shall be to/from an approved site.	On-Going	Public Works	
6. Storm water and non-storm water discharges from the project site shall be mitigated in conformance with the applicable Regional Water Quality	On-Going	Engineering Dept.	

	Control Board permit(s) and/or site specific SWPPP prior to entering into the MS4s.			
7.	For commercial/industrial projects, the developer/applicant shall submit a Business Registration application to the city for approval. The Business Registration shall indicate that this business in required to submit a Stormwater Compliance Deposit to the City for ongoing Commercial/Industrial Inspection requirements of the City's MS4 permit (NPDES Inspection). The requirement for stormwater compliance deposits and NPDES inspections are recurring for the duration of the conditional use permit. The developer/applicant shall also provide to the Planning Department, as part of the Business' Statement of Operations, a copy of the educational materials, business' handbook, training or similar documents describing the business' best management practices for storm water pollution prevention.	On-Going	Engineering Dept.	
8.	The developer/applicant shall provide all tenants/employees/homeowners with educational materials regarding Best Management Practices for Stormwater Pollution Prevention. Educational materials are available on the Riverside County Flood Control and Water Conservation District's website. .	On-Going	Engineering Dept.	
9.	The developer/owner/tenant shall comply with all applicable laws and regulations regarding the proper disposal of waste materials generated from the business.	On-Going	Engineering Dept.	
10.	The Developer shall dedicate, design and construct all improvements in accordance the City of Wildomar Road Improvement Standards &	On-Going	Engineering Dept.	

	Specification, Improvement Plan Check Policies and Guidelines, as further conditioned herein and to the satisfaction of the City Engineer.			
11.	The Developer shall be responsible for all costs associated with off-site right-of-way acquisition, including any costs associated with the eminent domain process, if necessary.	On-Going	Engineering Dept.	
12.	All grading shall conform to the California Building Code, including Appendix J, and all other relevant laws, rules, and regulations governing grading in the City of Wildomar. Prior to commencing any grading which includes 50 or more cubic yards, the developer shall obtain a grading permit from the Building Department.	On-Going	Engineering Dept.	
13.	All necessary measures to control dust shall be implemented by the developer during grading to the satisfaction of the City Engineer. A PM10 plan may be required at the time a grading permit is issued.	On-Going	Engineering Dept.	
14.	Graded slopes shall be limited to a maximum steepness ratio of 2:1 (horizontal to vertical) unless otherwise approved by the City Engineer. Contour grade to mimic natural slopes in the area.	On-Going	Engineering Dept.	
15.	Grading in excess of 199 cubic yards will require performance security to be posted with the City.	On-Going	Engineering Dept.	
16.	All retaining walls shall require a separate permit from the Building Department.	On-Going	Building Dept.	
17.	Erosion control – landscape plans, required for manufactured slopes greater than 3 feet in vertical height, are to be signed by a registered landscape architect and bonded. The soils engineer shall review the	On-Going	Engineering Dept. Planning Dept.	

	erosion control plans for conformance with the Geotechnical Report's Findings and Recommendations. Erosion control shall be placed within 30 days of meeting final grades to minimize erosion and to ensure slope coverage prior to the rainy season. The Developer shall plant & irrigate all manufactured slopes steeper than a 4:1 (horizontal to vertical) ratio and 3 feet or greater in vertical height with soil stabilizers and ground cover; slopes 15 feet or greater in vertical height shall be planted with additional shrubs or trees or as approved by the City Engineer and City Planner.			
18.	Should this project lie within any assessment/benefit district, the project proponent shall, prior to acceptance of improvements, make application for and pay for their reapportionment of the assessments or pay the unit fees in the benefit district unless said fees are otherwise deferred or covered under the City's Community Facility District (CFD Services).	On-Going	Engineering Dept.	
19.	The developer shall annex into the City's Community Facility District (CFD Services) and pay associated costs for annexation. Should this project lie within any assessment/benefit district that duplicates the services to be covered under CFD Services then the developer shall de-annex from said assessment/benefit district.	Prior to Map Recordation	Engineering Dept.	
20.	The developer shall design and construct all driveways in accordance with the City of Wildomar Improvement Standards.	On-Going	Engineering Dept.	
21.	The improvement plans for the required public improvements must be prepared and shall be based upon a design profile extending a	On-Going	Engineering Dept.	

	minimum of 300 feet beyond the project boundaries at a grade and alignment as approved by the City Engineer.			
22.	All above-ground utilities, including but not limited to communication and power that are 33KV in size or less, shall be undergrounded by the developer in accordance with City requirements. The undergrounding of utilities shall be reflected on the project improvement plans.	On-Going	Engineering Dept.	
23.	All flood control plans to be reviewed by the City or the Riverside County Flood Control District (RCFCD) shall be submitted through the City of Wildomar, unless otherwise directed by the City Engineer. For projects requiring RCFCD review the developer shall pay the appropriate fees to RCFCD.	On-Going	Engineering Dept.	
24.	For the residential portion of the project, the City Engineer has made the following determinations: a) the project applicant shall construct the improvements to Catt Road-Arya Road/Clinton Keith Road as identified in TRA-1 prior to the issuance of the first certificate of occupancy of a residential unit; and b) the project applicant shall pay a pro-rata share of the remaining improvements identified in TRA-1 through TRA-4, as such measures are updated in accordance with the Westpark Traffic Evaluation- 0356-0001 (July 19, 2021) and Westpark Residential Fair Share Cost Evaluation- 0356-0001 (July 27, 2021)."	On-Going	Public Works Dept.	

ATTACHMENT A – EXHIBIT 4 WESTPARK PROMENADE MIXED-USE PROJECT - CONDITIONS OF APPROVAL			
Project No.: PLOT PLAN NO. 13-0082			
Applicant: Cal West Communities - APN: 376-410-013; 376-410-023; 376-410-025			
~~**Original City Council Approval Date - December 14, 2016**~~ ~~EOT #1 Approval Date – Oct. 2, 2019~~ ~~EOT #2 Approval Date – February 2, 2022~~ **EOT #3 Approval Date – October 2, 2024**	~~**Original Expiration Date – Dec. 14, 2019**~~ ~~Plot Plan 13-0082 New Expiration Date – Dec. 14, 2022~~ ~~Plot Plan 13-0082 New Expiration Date – Dec. 14, 2024~~ **Plot Plan 13-0082 Final Expiration Date – Dec. 14, 2025**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
Prior to the Issuance of Grading Permits			
25. The developer shall submit a geotechnical soils reports to the City Engineer for review and approval prior to issuance of grading permit. The findings and recommendations shall reflect current conditions and the report shall be no older than one (1) year. All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by City of Wildomar.	Prior to Issuance of a Grading Permit	Engineering Dept.	
26. The developer shall obtain any and all easements and/or permissions necessary to perform the grading required for the project. A notarized letter of permission from all affected property owners or easement holders, or encroachment permit, is required for all off-site grading.	Prior to Issuance of a Grading Permit	Engineering Dept.	
27. The project specific SWPPP and an Erosion/Sediment Control plan shall be approved by the City Engineer.	Prior to Issuance of a Grading Permit	Engineering Dept.	
28. The Developer shall provide the Engineering Department evidence of compliance with the National Pollutant Discharge Elimination System (NPDES); obtain a construction permit from the State Water Resource Control Board (SWRRCB); and, reference the WDID number on the improvement/grading plans.	Prior to Issuance of a Grading Permit	Engineering Dept.	
29. The developer shall have obtained approval for the import/export location from the City of Wildomar. Additionally, if either location was not previously approved by an Environmental Assessment, prior to issuing a grading permit, a Grading Environmental Assessment shall be submitted to the Planning Director for review and comment and to the City Engineer for approval.	Prior to Issuance of a Grading Permit	Engineering Dept.	

30.	A licensed engineer shall prepare and submit a Water Quality Management Plan (WQMP) Applicability Checklist; determine if a WQMP is applicable for this project; and, sign and stamp the WQMP checklist with their license seal.	Prior to Issuance of a Grading Permit	Engineering Dept.	
31.	If the WQMP is required, an approved Final Water Quality Management Plan (WQMP), in conformance with the requirements of the San Diego and/or Santa Ana Regional Water Quality Control Board. Applicant shall confirm the watershed requirements relative to their project location shall be approved by the City Engineer prior to issuance of a grading permit. All stormwater quality treatment devices shall be located outside of the ultimate public right of way. The developer shall design the stormwater quality treatment devices to accommodate all project runoff, ensuring post-construction flows and volumes do not exceed pre-construction levels, in accordance with City of Wildomar's Hydrology Manual, Stormwater Quality Best Management Practice Design Handbook, Improvement Standards, and to the satisfaction of the City Engineer. These BMPs shall be consistent with the Final WQMP and installed and maintained to the satisfaction of the City Engineer. The project shall use the following hydromodification criteria for the project site: "The runoff flow rate, volume, velocity, and duration for the post development condition of the Priority Development Project do not exceed the pre-development (i.e. naturally occurring) condition for the 2 year, 24 hour and 10 year, 24 hour rainfall events. This condition must be substantiated by hydrologic modelling acceptable to City of Wildomar."	Prior to Issuance of a Grading Permit	Engineering Dept.	

32.	If the project location is within the Santa Ana River Watershed: Prior to the issuance of a grading permit, the developer is to provide the appropriate documentation that will allow this project a waiver for mitigation volume related to the Lake Elsinore sub watershed of the Santa Ana Watershed. Please note the City is not a permittee in the MS4 permit for the Santa Ana River Watershed (Lake Elsinore) and is governed only by the MS4 permit for the Santa Margarita Watershed, therefore the Applicant needs to provide evidence that this waiver has been approved by the Santa Ana Regional Water Quality Control Board. Otherwise volume has to be addressed.	Prior to Issuance of a Grading Permit	Engineering Dept.	
33.	A Grading Agreement and a Storm Water Management Facilities Agreement shall be approved by the City Engineer and/or City Council.	Prior to Issuance of a Grading Permit	Engineering Dept.	
34.	The developer shall prepare and submit a comprehensive drainage study and plan that includes, but is not limited to: definition with mapping of the existing watersheds; a detailed pre- and post-project hydrologic and hydraulic analysis of the project and project impacts; definition of the local controlling 100-year frequency water levels existing and with project; the proposed method of flow conveyance to mitigate the potential project impacts with adequate supporting calculations; any proposed improvements to mitigate the impacts of increased runoff from the project and any change in runoff; including quality, quantity, volume, and duration in accordance with City of Wildomar's Hydrology Manual, Improvement Standards, and to the satisfaction of the City Engineer. Specifically, the study will:	Prior to Issuance of a Grading Permit	Engineering Dept.	

	a. Analyze the detention basin drainage area for a project using the Rational Method 100-year storm event for the pre-project and post-project. b. Analyze 4 hydrographs for the detention basin drainage area for a project using the Unit Hydrograph 100-year storm event for the 1-hour, 3-hour, 6-hour, and 24-hour storm durations for post-project condition. c. Using the Unit Hydrographs determine which duration provides the highest flow rate. Adjust parameters such as lag time, flow line roughness coefficient or other parameters to calibrate Unit Hydrograph model to provide results similar to the Rational Method. d. Using the calibrated Unit Hydrograph for the detention basin drainage area perform basin routing analysis to demonstrate that the outflow is less than the pre-project Rational Method flow rate.			
35.	The developer shall show all easements per the Title Report to the satisfaction of Public Works. Any conflict with existing easements resulting in the site being redesigned potentially requires a minor change or amendment approval by Planning Commission.	Prior to the 1st Improvement Plan submittal	Engineering Dept.	
Prior to Issuance of Building Permits				
36.	Comply with the Conditions of Approval for Tentative Parcel Map 36612	Prior to Issuance of a Building Permit	Building Dept. Engineering Dept.	

ATTACHMENT A – EXHIBIT 4 WESTPARK PROMENADE MIXED-USE PROJECT - CONDITIONS OF APPROVAL			
Project No.: PLOT PLAN NO. 13-0082			
Applicant: Cal West Communities - APN: 376-410-013; 376-410-023; 376-410-025			
~~**Original City Council Approval Date - December 14, 2016**~~ ~~EOT #1 Approval Date – Oct. 2, 2019~~ ~~EOT #2 Approval Date – February 2, 2022~~ **EOT #3 Approval Date – October 2, 2024**	~~**Original Expiration Date – Dec. 14, 2019**~~ ~~Plot Plan 13-0082 New Expiration Date – Dec. 14, 2022~~ ~~Plot Plan 13-0082 New Expiration Date – Dec. 14, 2024~~ **Plot Plan 13-0082 Final Expiration Date – Dec. 14, 2025**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
37.	Language shall be included in the CC&R's requiring residents to park in the garages.	Prior to Issuance of a Building Permit	Building Dept. Engineering Dept.	
38.	Circulation streets within the site shall be posted "No Parking". Parking shall be in designated parking areas and/or garages.	Prior to Issuance of a Building Permit	Building Dept. Engineering Dept.	
39.	The developer/owner shall obtain a grading permit and/or approval to construct from the City Engineer.	Prior to Issuance of a Building Permit	Building Dept. Engineering Dept.	
40.	Improvement plans shall be approved by the City Engineer and all improvements to be constructed shall be secured by the Developer.	Prior to Issuance of a Building Permit	Building Dept. Engineering Dept.	
41.	The developer shall provide will serve letters from the appropriate water and sewer agencies.	Prior to Issuance of a Building Permit	Building Dept.	
42.	The developer shall provide approval letter from Fire Department for fire water service	Prior to Issuance of a Building Permit	Building Dept. Fire Dept.	
43.	The developer shall install streetlights in accordance with the City of Wildomar Road Improvement Standards & Specification, Improvement Plan Check Policies and Guidelines, City Ordinances and to the satisfaction of the City Engineer.	Prior to Issuance of a Building Permit	Building Dept. Public Works Dept.	

44.	The developer shall install all street name signs at intersections adjacent to the project, public or private and/or replace street name signs in accordance with the City of Wildomar Standard Details and to the satisfaction of the City Engineer.	Prior to Issuance of a Building Permit	Public Works Dept.	
45.	The developer shall annex into the CFD Services District to offset development related costs for maintenance and services.	Prior to Issuance of a Building Permit	Engineering Dept.	
46.	The developer/applicant shall demonstrate that all appropriate development related fees, impact fees, and mitigation fees have been satisfactorily paid.	Prior to Issuance of a Building Permit	Building Dept.	
47.	The developer shall pay the appropriate impact mitigation fee to the Riverside County Flood Control and Water Conservation District and provide the City receipt of payment.	Prior to Issuance of a Building Permit	Building Dept.	
48.	The developer shall pay all necessary and appropriate impact and mitigation fees required. These fees include, but are not limited to, fees associated with Transportation Uniform Mitigation Fee (TUMF), Quimby (parkland in-lieu) Fee, and City Development Impact Fees.	Prior to Issuance of a Building Permit or Certificate of Occupancy	Building Dept.	
49.	The developer shall construct the ultimate stormwater quality treatment devices to accommodate all project runoff from in accordance with City of Wildomar's Hydrology Manual, Stormwater Quality Best Management Practice Design Handbook, Improvement Standards, and to the satisfaction of the City Engineer. Any interim Storm Water Basin will be filled in concurrently with the installation of	Prior to Issuance of a Building Permit for the commercial and residential site	Building Dept.	

	the ultimate facilities at the commercial site. All stormwater quality treatment devices shall be constructed outside of the ultimate public right of way. If the residential parcels are developed before the commercial site, an interim Storm Water Basin will be installed in the parking lot area of the commercial site to provide storm water storage for the residential parcels until the ultimate facilities are completed on the commercial site. The interim storm water basin will be constructed in accordance with City of Wildomar's Hydrology Manual, Stormwater Quality Best Management Practice Design Handbook, Improvement Standards, and to the satisfaction of the City Engineer as applicable. The location of the interim basins will be shown on the grading plans for the super-pad at a location approved by the City Engineer. The interim Storm Water Basin will be filled in concurrently with the installation of the ultimate facilities at the commercial site. The owner/developer shall provide the responsible party with access to the commercial site for the purpose of installation and maintenance of the interim and ultimate stormwater basins, by entering into an Access Rights Agreement with such party. The Agreement shall include a copy of an executed onsite and offsite access easement and or access rights necessary for the operation and maintenance of the interim and ultimate stormwater basin improvements that shall be binding on the land throughout the life of the project to the benefit of the party responsible for such maintenance and such BMP work, satisfactory to the City Engineer.			

ATTACHMENT A – EXHIBIT 4 WESTPARK PROMENADE MIXED-USE PROJECT - CONDITIONS OF APPROVAL			
Project No.: PLOT PLAN NO. 13-0082			
Applicant: Cal West Communities - APN: 376-410-013; 376-410-023; 376-410-025			
~~**Original City Council Approval Date - December 14, 2016**~~ ~~EOT #1 Approval Date – Oct. 2, 2019~~ ~~EOT #2 Approval Date – February 2, 2022~~ **EOT #3 Approval Date – October 2, 2024**	~~**Original Expiration Date – Dec. 14, 2019**~~ ~~Plot Plan 13-0082 New Expiration Date – Dec. 14, 2022~~ ~~Plot Plan 13-0082 New Expiration Date – Dec. 14, 2024~~ **Plot Plan 13-0082 Final Expiration Date – Dec. 14, 2025**		
Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
Project Specific Conditions			
50. The developer shall refer to the conditions of approval for Parcel Map 36612, Tract Map 36781 and Tract Map 36782 and demonstrate that all conditions have been satisfied as applicable.	Prior to Issuance of a Building Permit	Engineering Dept.	
51. The developer shall prepare a traffic management plan to minimize potential impacts during construction to the satisfaction of the city engineer.	Prior to Issuance of Grading Permit	Engineering Dept. Public Works Dept.	
RIVERSIDE COUNTY FIRE DEPARTMENT			
General Conditions			
1. These conditions are for shell buildings only; commercial shell buildings will receive a shell final only. No fire and life safety clearance will be issued for a tenant space until the specific occupancy classification has been established and tenant improvement plans have been reviewed and conditioned by the Riverside County Fire Department.	On-Going	Fire Department	
2. This building has not been reviewed or approved for high pile/rack storage. Prior to such use, building(s) shall be approved for high-piled storage (materials in closely packed piles or on pallets, or in racks where the top of storage exceeds 12 feet in height, 6 feet for Group A plastics and certain other hazardous commodities) or aerosols products. High-piled and aerosol stock shall be approved by the Fire Department prior to materials being stored on site. A licensed Fire Protection Engineer or a Fire Department approved consultant must	On-Going	Fire Department	

	prepare plans for high-piled storage or aerosol storage in accordance with the 2013 CFC and NFPA 13, 2013 Edition. Current plan check deposit based fee is $348.00.			
3.	Provide or show there exists a water system capable of delivering the required fire flow based on the California Fire Code and Riverside County Fire Department standards. The approved water supply must be available before any combustible material is placed on the construction site.	On-Going	Fire Department	
4.	Approved accessible on-site fire hydrants shall be within 400 feet of all portions of the buildings and located according to the California Fire Code and Riverside County Fire Department standards.	On-Going	Fire Department	
5.	All portions of the buildings or of an exterior wall of the first story of all buildings shall be within 150 feet from fire apparatus as measured by an approved route around the complex, exterior of the facility or building.	On-Going	Fire Department	
6.	Prior to building plan approval and construction, applicant/developer shall furnish two copies of the water system fire hydrant plans to Fire Department for review and approval. Plans shall be signed by a registered civil engineer, and shall confirm hydrant type, location, spacing, and minimum fire flow. Once plans are signed and approved by the local water authority, the originals shall be presented to the Fire Department for review and approval.	On-Going	Fire Department	

7.	Prior to issuance of building permits, the fire protection water system must be provided as approved by the Fire Department and the local water authority.	On-Going	Fire Department	
8.	Blue dot reflective pavement markers shall be installed on private and public streets and driveways to indicate location of the fire hydrant, and shall be in accordance with Riverside County Fire Department Standard 06-11.	On-Going	Fire Department	
9.	Fire Apparatus access road(s) shall be in compliance with the Riverside County Fire Department Standard number 06-05. Access roads shall have an unobstructed vertical clearance of not less than 13 feet, 6 inches. Access lanes shall be designed to withstand the weight of 75,000 pounds over 2 axles. Access will have a turning radius capable of accommodating fire apparatus. Access lane shall be constructed with a surface so as to provide all-weather driving capabilities.	On-Going	Fire Department	
10.	Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provision for the turnaround capabilities of fire apparatus.	On-Going	Fire Department	
11.	Driveway loops, fire apparatus access lanes and entrance curb radius should be designed to adequately allow access of emergency fire vehicles. The applicant or developer shall include in the building plans the required fire lanes and include the appropriate lane printing and/or signs.	On-Going	Fire Department	

12.	An approved Fire Department access key lock box (Minimum Knox Box 3200 series model) shall be installed next to the approved Fire Department access door to the building. If the buildings are protected with an alarm system, the lock box shall be required to have tampered monitoring. Required order forms and installation standards may be obtained at the Fire Department.	On-Going	Fire Department	
13.	Display street numbers in a prominent location on the address side of building(s) and/or rear access if applicable. Numbers and letters shall be a minimum of 12" in height for building(s) up to 25' in height. In complexes with alpha designations, letter size must match numbers. All addressing must be legible, of a contrasting color, and adequately illuminated to be visible from street at all hours.	On-Going	Fire Department	
14.	Install a complete commercial fire sprinkler system (per NFPA 13 or 13R, 2013 Edition). Fire sprinkler system(s) with pipe sizes in excess of 4" in diameter will require the project Structural Engineer to certify with a "wet signature", that the structural system is designed to support the seismic and gravity loads to support the additional weight of the sprinkler system. All fire sprinkler risers shall be protected from any physical damage. The PIV and FCD shall be located to the front, within 25 to 50 feet of a hydrant, and a minimum of 25 feet from the building(s). Sprinkler riser room must have exterior and/or interior door signs. A licensed C-16 contactor must submit plans, along with current permit fees, to the Fire Department for review and approval prior to installation.	On-Going	Fire Department	

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Conditions of Approval	**Timing/ Implementation**	**Enforcement/ Monitoring**	**Verification (Date and Signature)**
15. Install an alarm monitoring system for fire sprinkler system(s) with 20 or more heads. A licensed C-10 contractor must submit plans along with the current permit fees to the Fire Department for review and approval prior to installation.	On-Going	Fire Department	
16. Install portable fire extinguishers, with a minimum rating of 2A-10BC, for every 3,000 sq. ft. and/or 75 feet of travel distance. Fire extinguishers shall be mounted 3.5 to 5 ft. above finished floor, measured to the top of the extinguisher. Where not readily visible, signs shall be posted above all extinguishers to indicate their locations. Extinguishers must have current CSFM service tags affixed.	On-Going	Fire Department	
17. Exit designs, exit signs, door hardware, exit markers, exit doors, and exit path marking shall be installed per the 2013 California Building Code.	On-Going	Fire Department	
18. Electrical room doors, FACP, fire sprinkler riser, and roof access if applicable shall be labeled as per use.	On-Going	Fire Department	
19. Access shall be provided to all mechanical equipment located on the roof as per 2013 California Mechanical Code.	On-Going	Fire Department	
20. Gate(s) shall be automatic or manually operated. Install Knox key operated switches, mounted per recommended standard of the Knox Company. Building plans shall include mounting location/position and operating standards for Fire Department approval.	On-Going	Fire Department	

21.	All residential structures shall have fire sprinklers installed.	On-Going	Fire Department	
ELSINORE VALLEY MUNICIPAL WATER DISTRICT (EVMWD)				
General Conditions				
1.	Subarea water and sewer master plans shall be prepared by the applicant and approved by the District prior to formal plan submittal. This subarea mater plan shall evaluate water and sewer system capacities as per District design standards.	On-Going	EVMWD	
2.	Recycled water, when available, shall be used to water parks, open spaces and street medians. The applicant needs to prepare plans, and construct recycled water mains in Westpark Promenade.	On-Going	EVMWD	
3.	Water shall be connected to the 16' PVC water main (1650 pressure zone).	On-Going	EVMWD	
4.	Individual water meters are required for each condominium building.	On-Going	EVMWD	
5.	Applicant will be required to follow the Districts Plan Check procedures.	On-Going	EVMWD	
6.	The Developer will be required to adhere to the Districts Development process, and pay all applicable fees.	On-Going	EVMWD	

END

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of December, 2024 , by and between CRP/CWR Westpark Project, LLC (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 APNs 376-410-023, 376-410-013 and 367-410-025 as recorded by deed in the land records of Riverside County, California, Deed Book 2383, Page 250, (the "Property").

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

WHEREAS, the Site Plan/Subdivision Plan known as Westpark Promenade, 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:

CRP/CWR Westpark Project, L.L.C., a Delaware limited liability company

By: CRP/CWR Westpark Venture, L.L.C., a Delaware limited liability company
Its: Sole Member

By: CWR 191 Westpark Mgmt LLC, a California limited liability company
Its: Authorized Member

By: CWR 191 Wildomar Mgmt LLC, a California limited liability company
Its: Manager

By:_____
Matthew Thorne, COO

By:_____
Donald Fontana, President

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 A. York Date
City Manager

ATTEST

_____ _____
Janet Morales Date
City Clerk

APPROVED AS TO FORM

_____ _____
Thomas D. Jex Date
City Attorney

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of San Diego }

On December 2, 2024 before me, Vicky H. Mario, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Matthew Thorne & Donald Fontana
Name(s) of Signer(s)

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.

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

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Vicky H. Mario
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Stormwater Management / BMP Facilities Agreement

Document Date: 12/11/2024 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of December, 2024 , by and between CRP/CWR Westpark Project, LLC (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 APNs 376-410-023, 376-410-013 and 367-410-025 as recorded by deed in the land records of Riverside County, California, Deed Book 2383, Page 250, (the "Property").

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

WHEREAS, the Site Plan/Subdivision Plan known as Westpark Promenade, as approved or to be approved by the City (the "Plan"), which is incorporated herein by reference, requires Landowner to prepare and implement a City-approved Water Quality Management Plan (the "WQMP") that 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 called for by the WQMP on the Property (the "Facilities"); and

WHEREAS, Landowner intends to annex the Property into the City's Community Facilities District No. 2013-1 (Services) (the "CFD") for the purposes of having the City maintain and inspect one or more of the Facilities.

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. Upon the completion of the annexation of all or a portion of the Property into the CFD and upon the commencement of CFD services for the development, Landowner's obligation to maintain the Facilities specified in the annexation proceedings and resolutions as being maintained through the CFD (the "CFD Maintained Facilities") shall cease. If the Property is subsequently deannexed or otherwise removed from the CFD then the Landowner, its successors and assigns, including any homeowners association, shall resume all of the obligations of this agreement, including but not limited to the duty to maintain and inspect, with respect to the CFD

Maintained Facilities.

4. 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. This section does not apply to any CFD Maintained Facilities.

5. 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. This section does not apply to any CFD Maintained Facilities.

6. 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. This section does not apply to any CFD Maintained Facilities.

7. 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. This section does not apply to any CFD Maintained Facilities.

8. 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.

9. 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.

10. 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

11. 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.

12. 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:

CRP/CWR Westpark Project, L.L.C., a Delaware limited liability company

By: CRP/CWR Westpark Venture, L.L.C., a Delaware limited liability company
Its: Sole Member

By: CWR 191 Westpark Mgmt LLC, a California limited liability company
Its: Authorized Member

By: CWR 191 Wildomar Mgmt LLC, a California limited liability company
Its: Manager

By:_____
Matthew Thorne, COO

By:_____
Donald Fontana, President

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 A. York
City Manager

Date

ATTEST

_____ _____

Janet Morales
City Clerk

Date

APPROVED AS TO FORM

_____ _____

Thomas D. Jex
City Attorney

Date

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of San Diego }

On December 2, 2024 before me, Vicky H. Mario, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Matthew Thorne & Donald Fontana
Name(s) of Signer(s)

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.

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

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Vicky H. Mario
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Storm Water Management / BMP Facilities Agreement

Document Date: 12/11/2024 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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SUBJECT: Wildomar Commerce Center - Public Improvement Agreements and BMP Agreements

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Ninette Eva, Associate Engineer

ACTION:
Authorize the City Manager to execute the BMP Agreements and Public Improvement Agreement with White Sable, LLC and Wildomar One, LLC (Developer) for Off-site Improvements for the Wildomar Commerce Center development project.

SUMMARY:
The Developer of the Wildomar Commerce Center development project is required to enter into BMP agreements and a public improvement agreement for the construction of off-site improvements related to their project.

BACKGROUND:
Wildomar Commerce Center (Project) is an approved development project located at the southwest corner of Elizabeth Lane and Clinton Keith Road. The proposed Project was reviewed under Substantial Conformance No. 22-0085. The Project consists of a 293,173 square-foot industrial/business park, including ancillary service commercial uses. An aerial image of the project site and the surrounding area is provided in Attachment A. The developer, White Sable, LLC and Wildomar One, LLC (Developer), has completed the majority of site grading and anticipates beginning work on off-site and on-site improvements soon.

DISCUSSION:
Public Improvement Agreement
In order to begin the construction of public improvements, the Developer is required to enter into a Public Improvement Agreement for Off-site Improvements (Attachment B), which identifies the Developer's obligations to the City in performing and completing the construction of the public improvements. The agreement also provides the City with bonds to secure the construction activities for the Project. If the Developer fails 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 and that the improvements are completed, if warranted. The bond amounts are based on the Developer's engineer's off-site improvements cost estimates shown in Attachment C. Staff recommends that the City Council authorize the City Manager to execute the Public Improvement Agreement for Off-site Improvements with the Developer.

BMP Agreements
The Developer is also required to enter into Stormwater Management/BMP Facilities Agreements for privately maintained BMPs and CFD maintained BMPs (BMP Agreements,

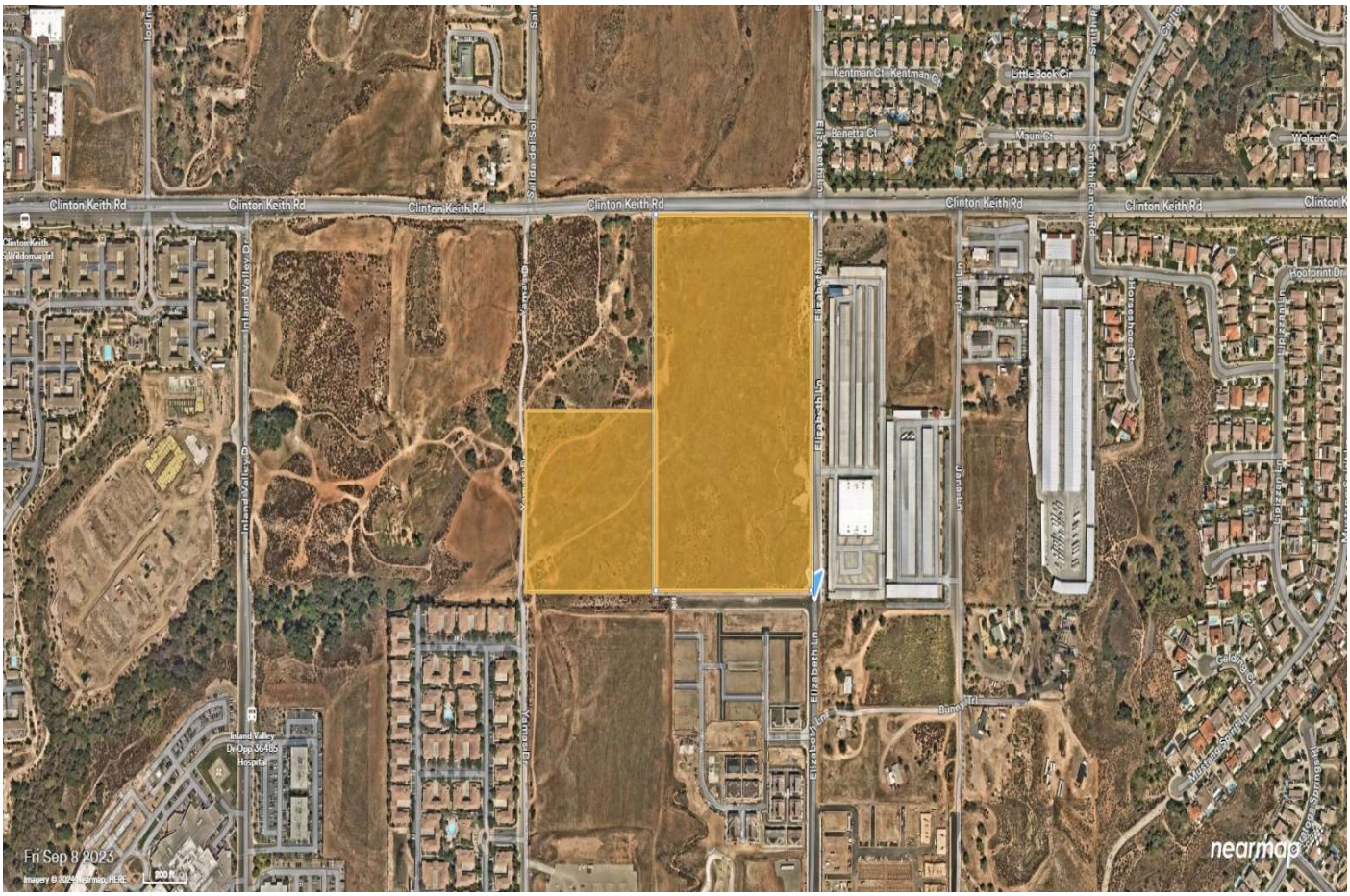
Attachment D) with the City. The BMP Agreements identify the maintenance responsibilities of the Developer to ensure that the Water Quality Management Plan BMPs that are constructed with this development continue to be maintained in the future.

Staff is requesting that the City Council authorize the City Manager to execute BMP Agreements and a Public Improvement Agreement for Off-site Improvements with White Sable, LLC and Wildomar One, LLC.

FISCAL IMPACT:
There are no fiscal impacts to the City at this time. All costs related to this process are covered by developer fees and deposits. Once the Project is constructed and the improvements are accepted, costs related to the maintenance of any CFD maintained BMPs will be funded through revenues generated from the CFD for this development. There is no impact to the General Fund.

ATTACHMENTS:
A - Aerial Map
B - Wildomar Commerce Public Improvement Agreement Off-site
C - Construction Cost Estimate
D - BMP Agreements

ATTACHMENT A



Aerial Image of
Wildomar Commerce Center PM38646
(highlighted in yellow)

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

Project Name:	Wildomar Commerce Center
Project Address:	Southwest corner of Elizabeth Ln and Clinton Keith Rd.
APN:	380-052-001 through -008 380-250-052 through -056
Project No.:	23-0150

PUBLIC IMPROVEMENT AGREEMENT
FOR OFF-SITE IMPROVEMENTS

This Public Improvement Agreement ("Agreement") is entered into this 11th day of December, 2024 by and between the City of Wildomar, a California municipal corporation ("City") and White Sable, a California limited liability company ("White Sable") and Wildomar One, a Delaware limited liability company, ("Wildomar One"). White Sable and Wildomar One, and each of them, are jointly and severally obligated under this Agreement, and referred to herein, collectively, as the "Principal." City and Principal may be individual or collectively referred to as a "party" or the "parties" to this Agreement.

RECITALS

A. Principal owns the real property located at the southwest corner of Elizabeth Lane and Clinton Keith Road, in the City of Wildomar, California, which is more particularly described in Exhibit "A" to this Agreement ("Property").

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

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

OPERATIVE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. Extension of Time to Complete Improvements.

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

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

c. In the event the City Engineer extends the time of completion of the Required Improvements, such extension may be granted without notice by the City to the Principal's surety and shall in no way release any guarantee or security given by the Principal pursuant to this Agreement, or relieve or release those providing an improvement security pursuant to this Agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

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

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

7. Maintenance of Improvements. City shall not be responsible or liable for the maintenance or care of the Required Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Required Improvements until approved and accepted. Any use by any person of the Required Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Principal at all times prior to City's acceptance of the Required Improvements. Principal shall maintain all the Required Improvements in a state of good repair until they are completed by Principal and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and

storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Principal's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Principal fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Principal and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Required Improvements or their condition prior to acceptance. Until final acceptance of the Required Improvements, Principal shall give good and adequate warning to the public of each and every dangerous condition existing on the Property, and will take reasonable actions to protect the public from such dangerous conditions.

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

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

10. Warranty. If, within a period of one year after final acceptance by the City of the Required Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or constructed by Principal, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Principal shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. If the Principal fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Principal can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Principal shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City. As to any Required Improvements which have been repaired, replaced, or reconstructed during the Warranty, Principal and its surety hereby agree to extend the

Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Required Improvements. Nothing herein shall relieve Principal from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Required Improvement following expiration of the Warranty or any extension thereof. Principal's warranty obligation under this section shall survive the expiration or termination of this Agreement.

11. Defense, Indemnification and Hold Harmless. Principal shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Principal, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Required Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Principal's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

12. Security.

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

(1) Faithful Performance Security. Principal shall provide faithful performance security to secure faithful performance of this Agreement ("faithful performance" security). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of $**1,235,000.00 (One Million Two Hundred Thirty Five Thousand Dollars and No/100 Dollars)**.

(2) Payment Security. Principal shall also provide payment security to secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for the work ("payment security"). This security shall be in the amount of fifty percent (50%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **$ 617,500.00 (Six Hundred Seventeen Thousand Five Hundred Dollars and No/100 Dollars)**, and shall secure the obligations set forth in Title 1 (commencing with Section 8000) through Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

(3) Guarantee and Warranty Security. Principal shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the total estimated cost of the Required Improvements, as determined by the City Engineer, which total cost is in the amount of **$123,500.00 (One Hundred Twenty Three Thousand Five Hundred Dollars and No/100 Dollars)** to guarantee and warrant the Required Improvements for a period of one year following their completion and acceptance against any defective work or labor done, or defective materials furnished.

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

b. Additional Requirements.

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

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

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

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

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

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

(7) The Attorney-in-Fact (resident agent) who executes the securities on behalf of the surety company must attach a copy of his/her Power of

Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

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

d. Release of Security.

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

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

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

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

13. Insurance.

a. **Types; Amounts**. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

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

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

(3) **Workers' Compensation.** Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy at all times during which insured retains employees.

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

(5) **Pollution Liability.** Minimum Limits: $1,000,000 per Pollution Incident; $1,000,000 Aggregate; Coverage shall apply to pollution incidents at or from any location at which Developer and its contractors are performing work under this agreement. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it shall be approved in advance by the City. Developer and its contractors are responsible

for any deductible or self-insured retention and shall fund it upon the City's written request, regardless of whether Developer and its contractors have a claim against the insurance or are named as a party in any action involving the City. The City, its elected officials, officers, employees, agents, and volunteers shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Developer and its contractors. Additional insured status shall continue for one (1) year after completion of the work. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work. The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.

b. **Deductibles**. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

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

e. **Certificates; Verification**. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City

before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

f. **Term; Cancellation Notice**. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. Developer 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, Developer shall forthwith obtain and submit proof of substitute insurance. Should Developer fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Developer's sole cost and expense.

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

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

15. Default; Notice; Remedies.

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

b. Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Principal and its surety, without the necessity of giving any further notice to Principal or surety. City's right to take such actions shall in no way be limited by the fact that Principal or its surety may have constructed any, or

none of the required or agreed upon Required Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Principal or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Principal or its surety the full cost and expense incurred.

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

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

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

City Engineer
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

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

Bryan Bentrott
White Sable, LLC and Wildomar One, LLC
13 Corporate Plaza Drive, Suite 203
Newport Beach, CA 92660

17. Authority to Execute. Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto 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.

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

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

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

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

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

23. Approvals by City; Amendment. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Principal and by the City. 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.

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

25. Successors and Assigns -- Covenant Running With the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. The Agreement shall be recorded in the Office of the

Recorder of Riverside County and shall constitute a covenant running with the land and an equitable servitude upon the subject property.

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

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

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

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

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

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

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

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

CITY OF WILDOMAR

_____
Daniel York
City Manager

PRINCIPAL:

White Sable, LLC
a California limited liability company

By:_____
Name:_____Michael Austin_____
Its:___Manager_____

By:_____
Name:___Lorinda Austin_____
Its:___Manager_____

Wildomar One, LLC
a Delaware limited liability company

By:_____
Name:_____Michael Austin_____
Its:___Manager_____

By:_____
Name:___Bryan Bentrott_____
Its:___Manager_____

ATTEST:

_____
Janet Morales
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

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

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

PARCEL A:

PARCELS 1 THROUGH 5 AND LETTERED LOTS A THROUGH E OF PARCEL MAP NO. 36492-1, IN THE
CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN
BOOK 251, PAGES 51 THROUGH 54, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

PARCEL B:

PARCELS 1 THROUGH 4 OF PARCEL MAP NO. 36492-2, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 251, PAGES 55 THROUGH 57,
INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL C:

PARCELS 1 THROUGH 4 OF PARCEL MAP NO. 36492, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 251, PAGES 72 THROUGH 74,
INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 380-250-052 (Affects Parcel 1 of Parcel A);
380-250-053 (Affects Parcel 2 of Parcel A);
380-250-054 (Affects Parcel 3 of Parcel A);
380-250-055 (Affects Parcel 4 of Parcel A);
380-250-056 (Affects Parcel 5 of Parcel A);
380-520-001 (Affects Parcel 1 of Parcel B);
380-520-002 (Affects Parcel 2 of Parcel B);
380-520-003 (Affects Parcel 3 of Parcel B);
380-520-004 (Affects Parcel 4 of Parcel B);
380-520-005 (Affects Parcel 1 of Parcel C);
380-520-006 (Affects Parcel 2 of Parcel C);
380-520-007 (Affects Parcel 3 of Parcel C) and
380-520-008 (Affects Parcel 4 of Parcel C)

EXHIBIT "B"

SURETY BONDS AND OTHER SECURITY

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

PERFORMANCE SECURITY: $ 1,235,000.00
Surety: _____
Attorney-in-fact: _____
Address: _____
_____
_____

PAYMENT SECURITY: $ 617,500.00
Surety: _____
Attorney-in-fact: _____
Address: _____
_____
_____

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

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

OFF-SITE IMPROVEMENTS

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California, a municipal corporation ("City") and White Sable, a California limited liability company ("White Sable") and Wildomar One, a Delaware limited liability company ("Wildomar One" and collectively with White Sable, the "Principal") have each executed an agreement for which they are jointly and severally obligated, for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all off-site grading, roads, paving, curbs and gutters, pathways, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Wildomar Commerce Center ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Public Improvement Agreement for Off-site Improvements dated December 11, 2024 ("Improvement Agreement");

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

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

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

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof

made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

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

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

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

BOND NO. _____

INITIAL PREMIUM: _____

SUBJECT TO RENEWAL

CITY OF WILDOMAR

OFF-SITE IMPROVEMENTS

FORM OF LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Wildomar, California, a municipal corporation ("City") and White Sable, a California limited liability company ("White Sable") and Wildomar One, a Delaware limited liability company ("Wildomar One" and collectively with White Sable, the "Principal") have each executed an agreement for which they are jointly and severally obligated, for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all off-site grading, roads, paving, curbs and gutters, pathways, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Wildomar Commerce Center ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Public Improvement Agreement for Off-site Improvements dated December 11, 2024 ("Improvement Agreement");

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

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

NOW, THEREFORE, Principal and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or

about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of _____ Dollars ($_____), said sum being not less than 50% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

CITY OF WILDOMAR
CONSTRUCTION COST WORKSHEET
AND PLAN CHECK DEPOSIT CALCULATION SHEET

PARCEL MAP OR TRACT MAP NO. PM 38646 DATE: 11/11/2024
PP, CU, PU, MS OR VL NO. PA#22-0085 IP:

PUBLIC IMPROVEMENTS		FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)	MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)
Street/Drainage	$ 1,107,068.88	$ 1,107,000.00	$ 553,500.00
*Flood Control	$ 0.00	$ 0.00	$ 0.00
Water (District Name)	$ 74,911.25	$ 75,000.00	$ 37,500.00
Sewer (District Name)	$ 53,050.00	$ 53,000.00	$ 26,500.00
Total	**1,235,030.13**	$ **1,235,000.00**	$ **617,500.00**
Warranty Retention (10%)		$ 123,500.00	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathmatical extensions, using County's unit costs, are accurate for determining bonding costs

Above amounts do do not include additional 20% for recordation prior to having signed plans (Ordinance460. Section 10.3E).

Signature — Date: 11/11/2024

DON BROOKS — RCE# 41829 — Exp. Date 3/31/2026
Name Typed or printed

REGISTERED PROFESSIONAL ENGINEER
DONALD R. BROOKS
No. 41829
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estmate.

*** PLEASE READ INSTRUCTIONS BELOW ***

1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "Riverside County Improvement Requirement Worksheet."

2. Show Performance Bond Amounts to the nearest $500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amountss. **100% for Flood Control items.

3. For Construction items not covered by "Riverside County Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If Riverside County Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF WILDOMAR
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
		ROADWAY EXCAVATION		
	C.Y.	1. Projects with Grading Plan Area x 0.50' (hinge point to hinge point)	$ 20.00	$ 0.00
		2. Projects without a Grading Plan Road area and side slopes to daylight Cut (c) = Fill (f) =		
	C.Y.	(a.) Excavate and Fill	$ 0.40	$ 0.00
	C.Y.	(b.) Excavate and Export	$ 1.10	$ 0.00
	C.Y.	(c.) Import and Fill	$ 2.80	$ 0.00
		If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
287	L.F.	Sawcut Exist. A.C. Pavement	$ 1.00	$ 287.00
	S.F.	Cold Plane A.C. Pavement	$ 2.25	$ 0.00
428	S.Y.	Grinding A.C. , in place (3,853 SF)	$ 2.00	$ 856.22
5,148	S.Y.	Remove A.C. Pavement (46,336 SF)	$ 1.45	$ 7,465.24
	L.F.	Remove Curb and Gutter	$ 18.00	$ 0.00
1,900	L.F.	Remove A.C. Dike	$ 3.00	$ 5,700.00
	EA.	Relocate Mailbox	$ 250.00	$ 0.00
871	L.F.	Remove Chain Link Fence	$ 7.50	$ 6,532.50
	L.F.	Remove Barricade	$ 10.00	$ 0.00
4,818	TON	Asphalt Concrete (66,923 Cu.Ft) (144 lbs/cu.ft)	$ 90.00	$ 433,661.04
3,081	C.Y.	Agg Base Class II (83,193 Cu.Ft)	$ 50.00	$ 154,061.10
	Ton	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (116,103S.F.) apply at 0.05+0.03 = 0.08 gal/SY	$ 600.00	$ 0.00
3,650	S.F.	AC overlay (min. 0.10') (3,760 SF)	$ 0.90	$ 3,285.00
2,475	L.F.	Curb and Gutter (Type A-6)	$ 15.00	$ 37,125.00
	L.F.	Curb and Gutter (Type A-8)	$ 17.00	$ 0.00
	L.F.	Type "C" Curb	$ 12.00	$ 0.00
	L.F.	Type "D-1" Curb	$ 12.00	$ 0.00
	L.F.	Type "D" Curb	$ 15.00	$ 0.00
639	L.F.	A.C. Dike (6")(incl. material & labor)	$ 10.00	$ 6,390.00
	L.F.	A.C. Dike (8")(incl. material & labor)	$ 15.00	$ 0.00
1,350	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ 13,500.00
17,654	S.F.	P.C.C. Sidewalk (Includes Meandering sidewalk)	$ 6.00	$ 105,924.00
4,726	S.F.	P.C.C. Drive Approach	$ 8.00	$ 37,808.00
	S.F.	P.C.C. Dip Section Std. 307	$ 6.00	$ 0.00
2	EA.	Handicapped Access Ramp	$ 2,000.00	$ 4,000.00
	C.Y.	Structural Reinforcement Concrete	$ 400.00	$ 0.00
	L.F.	Barricades	$ 100.00	$ 0.00
40	L.F.	Metal Beam Guard Railing	$ 50.00	$ 2,000.00

CITY OF WILDOMAR
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
2,706	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	$ 10.00	$ 27,060.00
	L.F.	Chain Link Fence (6')	$ 80.00	$ 0.00
	L.F.	Relocate Fence	$ 12.00	$ 0.00
	EA.	Pipe Gate	$ 1,000.00	$ 0.00
	EA.	Relocate Power Pole	$ 10,000.00	$ 0.00
8	EA.	Street Lights (including conduit)	$ 5,000.00	$ 40,000.00
	EA.	Concrete Bulkhead	$ 2,500.00	$ 0.00
	EA.	Slope Anchors for Pipes	$ 300.00	$ 0.00
	C.Y.	Cut Off Wall (Std 2')	$ 400.00	$ 0.00
	EA.	A. C. Overside Drain	$ 800.00	$ 0.00
	EA	Under Sidewalk Drain Std 309	$ 2,000.00	$ 0.00
	EA	Flat Outlet Drainage Structure Std 303	$ 2,000.00	$ 0.00
	EA	Curb Outlet Drainage Structure Std 308	$ 2,000.00	$ 0.00
	EA	Private Drainage Structure Std 310	$ 500.00	$ 0.00
	S.F.	Terrace Drain & Down Drain	$ 6.50	$ 0.00
	S.F.	Interceptor Drain	$ 6.50	$ 0.00
	C.Y.	R.C. Box Culvert	$ 400.00	$ 0.00
	C.Y.	Concrete Channel	$ 200.00	$ 0.00
	C.Y.	Rip Rap (1/4 Ton) Methob B	$ 40.00	$ 0.00
	C.Y.	Rip Rap (1/2 Ton) Methob B	$ 45.00	$ 0.00
	C.Y.	Rip Rap (1 Ton) Method B	$ 50.00	$ 0.00
	C.Y.	Rip Rap (2 Ton) Method B	$ 55.00	$ 0.00
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 60.00	$ 0.00
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 67.00	$ 0.00
	C.Y.	Grouted Rip Rap (1 Ton) Method B	$ 75.00	$ 0.00
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 80.00	$ 0.00
	L.F.	18" R.C. P. Or 21" x 15" RCPA	$ 113.00	$ 0.00
	L.F.	24" R.C. P. Or 28" x 20" RCPA	$ 140.00	$ 0.00
	L.F.	30" R.C. P. Or 35" x 24" RCPA	$ 150.00	$ 0.00
	L.F.	36" R.C. P. Or 42" x 29" RCPA	$ 155.00	$ 0.00
	L.F.	42" R.C. P. Or 49" x 33" RCPA	$ 160.00	0.00
	L.F.	48" R.C. P. Or 57" x 38" RCPA	$ 165.00	0.00
	L.F.	54" R.C. P. Or 64" x 43" RCPA	$ 170.00	0.00
	L.F.	60" R.C. P. Or 71" x 47" RCPA	$ 175.00	0.00
	L.F.	18" C.S.P. HDPE Or Equal	$ 40.00	$ 0.00
	L.F.	24" C.S.P. HDPE Or Equal	$ 50.00	$ 0.00
	L.F.	30" C.S.P. HDPE Or Equal	$ 60.00	$ 0.00
	L.F.	36" C.S.P. HDPE Or Equal	$ 70.00	$ 0.00
	L.F.	42" C.S.P. HDPE Or Equal	$ 80.00	$ 0.00
	L.F.	48" C.S.P. HDPE Or Equal	$ 100.00	$ 0.00
	L.F.	54" C.S.P. HDPE Or Equal	$ 110.00	$ 0.00
	L.F.	60" C.S.P. HDPE Or Equal	$ 120.00	$ 0.00
	EA.	Catch Basin W=4'	$ 2,200.00	$ 0.00
	EA.	Catch Basin W=7'	$ 4,000.00	$ 0.00
	EA.	Catch Basin W=14'	$ 7,800.00	$ 0.00
	EA.	Catch Basin W=21'	$ 12,000.00	$ 0.00

CITY OF WILDOMAR
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Catch Basin W=28'	$ 15,000.00	$ 0.00
	EA.	Type IX Inlet	$ 2,500.00	$ 0.00
	EA.	Type X Inlet	$ 2,500.00	$ 0.00
	EA.	Junction Structure No. 1	$ 3,000.00	$ 0.00
	EA.	Junction Structure No. 2	$ 3,000.00	$ 0.00
	EA.	Junction Structure No. 6	$ 3,700.00	$ 0.00
	EA.	Transition Structure No. 1	$ 12,500.00	$ 0.00
	EA.	Transition Structure No. 2	$ 12,500.00	$ 0.00
	EA.	Transition Structure No. 3	$ 2,700.00	$ 0.00
	EA.	Manhole No. 1	$ 2,700.00	$ 0.00
	EA.	Manhole No. 2	$ 3,300.00	$ 0.00
	EA.	Manhole No. 3	$ 2,700.00	$ 0.00
	EA.	Manhole No. 4	$ 5,000.00	$ 0.00
	EA.	Adjust Water Valve to Grade (if no water plan)	$ 250.00	$ 0.00
	EA.	Adjust MH to Grade (if no sewer plan)	$ 600.00	$ 0.00
	EA.	Street Name Sign	$ 400.00	$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
		SIGNING, STRIPING AND SIGNALS		
	S.F	Remove Traffic Stripes and Paint Markings	$ 2.50	$
	EA.	Remove, Sign, Salvage	$ 100.00	$ 0.00
	EA.	Relocate Roadside Sign	$ 150.00	$ 0.00
	EA.	Street Name Sign	$ 400.00	$ 0.00
	EA.	Install Sign (Strap and Saddle Bracket Method)	$ 150.00	
-	EA.	Install Sign Mast Arm Hanger Method)	$ 150.00	$ 0.00
	EA.	Road Sign - One Post	$ 250.00	$ 0.00
	EA.	Road Sign - Two Post	$ 400.00	$ 0.00
	EA.	Object Marker - Modified Type "F" Delineator	$ 60.00	$ 0.00
	EA.	Delineator (Class 1 Type F)	$ 40.00	$ 0.00
	EA.	Delineator (Class 2)	$ 45.00	$ 0.00
	EA.	Pavement Marker, Reflective	$ 3.75	$ 0.00
	L.F.	Paint Traffic Stripe (2 Coats)	$ 0.38	$ 0.00
	L.F.	Remove Barricade	$ 10.00	$ 0.00
	L.F.	4" Thermoplastic Traffic Stripe	$ 0.50	$ 0.00
	L.F.	8" Thermoplastic Traffic Stripe	$ 1.40	$ 0.00
	S. F.	Thermoplastic Channelizing Limit Line and Pavement Marking	$ 2.25	$ 0.00
	S.F.	Thermoplastic Cross Walk and Pavement Marking	$ 4.00	$ 0.00
	EA	Signal and Lighting	150,000.00	$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00

CITY OF WILDOMAR
IMPROVEMENT REQUIREMENT WORKSHEET
STREET IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
				$ 0.00
		LANDSCAPING		$
	S. F.	Maintenance Walk STD 113	$ 6.00	$ 0.00
	S. F.	Colored Stamped Concrete	$ 15.00	$ 0.00
	EA	Street Trees (15 Gallon)	$ 140.00	$ 0.00
	S. F.	Landscape and Irrigation	$ 5.00	$ 0.00
	C.Y.	Landscape Fill Material	$ 27.00	$ 0.00
	EA	Water Meter	$ 10,000.00	$ 0.00
	EA	Electric Meter	$ 10,000.00	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
	A.	**Subtotal**		$ **885,655.11**
	B.	Administrative Contingency (25% x A)		$ 221,413.78
		NOTE: Use 25% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Streets/Drainage Total (A + B)**		$ **1,107,068.88**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 221,413.78
	E.	**Streets/Drainage Total (C + D)**		$ **1,328,482.66**

CITY OF WILDOMAR
IMPROVEMENT REQUIREMENT WORKSHEET
WATER IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT 13	AMOUNT
	L.F.	4" Waterline	$ 13.00	$ 0.00
	L.F.	6" Waterline	$ 16.00	$ 0.00
672	L.F.	8" Waterline	$ 21.00	$ 14,112.00
183	L.F.	10" Waterline (Fire Service)	$ 27.00	$ 4,941.00
336	L.F.	12" Waterline	$ 31.00	$ 10,416.00
	L.F.	18" Waterline	$ 40.00	$ 0.00
	EA.	4" Gate Valve	$ 650.00	$ 0.00
	EA.	6" Gate Valve	$ 800.00	$ 0.00
1	EA.	8" Gate Valve	$ 850.00	$ 850.00
	EA.	10" Gate Valve	$ 1,050.00	$ 0.00
7	EA.	12" Gate Valve	$ 1,250.00	$ 8,750.00
4	EA.	Fire Hydrant (6") Super	$ 2,500.00	$ 10,000.00
	EA.	Fire Hydrant (6") Standard	$ 2,300.00	$ 0.00
	EA.	4" Misc. Fittings	$ 150.00	$ 0.00
	EA.	6" Misc. Fittings	$ 200.00	$ 0.00
3	EA.	8" Misc. Fittings	$ 250.00	$ 750.00
	EA.	10" Misc. Fittings	$ 280.00	$ 0.00
8	EA.	12" Misc. Fittings	$ 320.00	$ 2,560.00
	EA.	Blowoffs (4")	$ 1,600.00	$ 0.00
12	EA.	Service Connections (5 DOM, 7 LS)	$ 475.00	$ 5,700.00
	EA.	Adjust Water Valve to Grade	$ 200.00	$ 0.00
	EA.	Relocation of Blowoff	$ 1,000.00	$ 0.00
1	EA.	Air and Vacuum Valve.	$ 1,850.00	$ 1,850.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
	A.	**Subtotal**		$ **59,929.00**
	B.	Administrative Contingency (25% x A)		$ 14,982.25
		NOTE: Use 25% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Water Total (A + B)**		$ **74,911.25**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 14,982.25
	E.	**Water Total (C + D)**		$ **89,893.50**

CITY OF WILDOMAR
IMPROVEMENT REQUIREMENT WORKSHEET
SEWER IMPROVEMENTS

QUANTITY	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" V. C. P.	$ 15.00	$ 0.00
44	L.F.	6" V. C. P.	$ 25.00	$ 1,100.00
1028	L.F.	8" V. C. P.	$ 30.00	$ 30,840.00
	L.F.	10" V. C. P.	$ 35.00	$ 0.00
	L.F.	12" V. C. P.	$ 40.00	$ 0.00
4	EA.	Standard Manhole	$ 2,500.00	$ 10,000.00
	EA.	Drop Manhole	$ 4,000.00	$ 0.00
1	EA.	Cleanouts	$ 500.00	$ 500.00
	EA.	Sewer Y's	$ 30.00	$ 0.00
	EA.	Chimneys	$ 400.00	$ 0.00
	EA.	Adjust M.H. to grade	$ 500.00	$ 0.00
	L.F.	Concrete Encasement	$ 35.00	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
			$	$ 0.00
	A.	**Subtotal**		$ **42,440.00**
	B.	Administrative Contingency (25% x A)		$ 10,610.00
		NOTE: Use 25% for TR and PM Use 5% for PP, CU, PU, MS and VL Cases		
	C.	**Sewer Total (A + B)**		$ **53,050.00**
		BOND AMOUNT FOR RECORDATION PRIOR TO HAVING SIGNED PLAND (ORD.460, SEC. 10.3E)		
	D.	20% x C		$ 10,610.00
	E.	**Sewer Total (C + D)**		$ **63,660.00**

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of December, 2024, by and between White Sable LLC, a California limited liability company, and Wildomar One, 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 PM 36492 as recorded by deed in the land records of Riverside County, California, Deed Book 251, Page 51, (the "Property").

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

WHEREAS, the Site Plan/Subdivision Plan known as Wildomar Commerce Center PM 38646, as approved or to be approved by the City (the "Plan"), which is incorporated herein by reference, requires Landowner to prepare and implement a City-approved Water Quality Management Plan (the "WQMP") that 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 called for by the WQMP on the Property (the "Facilities"); and

WHEREAS, Landowner intends to annex the Property into the City's Community Facilities District No. 2022-1 (Services) (the "CFD") for the purposes of having the City maintain and inspect one or more of the Facilities.

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. Upon the completion of the annexation of all or a portion of the Property into the CFD and upon the commencement of CFD services for the development, Landowner's obligation to maintain the Facilities specified in the annexation proceedings and resolutions as being maintained through the CFD (the "CFD Maintained Facilities") shall cease. If the Property is subsequently deannexed or otherwise removed from the CFD then the Landowner, its successors and assigns, including any homeowners association, shall resume all of the obligations of this

agreement, including but not limited to the duty to maintain and inspect, with respect to the CFD Maintained Facilities.

4. 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. This section does not apply to any CFD Maintained Facilities.

5. 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. This section does not apply to any CFD Maintained Facilities.

6. 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. This section does not apply to any CFD Maintained Facilities.

7. 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. This section does not apply to any CFD Maintained Facilities.

8. 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.

9. 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.

10. 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

11. 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.

12. 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:

White Sable, LLC

a California limited liability company

By:_____
Name: Michael Austin

Its: Manager

By:_____
Name: Lorinda Austin

Its: Manager

Wildomar One, LLC

a Delaware limited liability company

By:_____
Name: Michael Austin

Its: Manager

By:_____
Name: Bryan Bentrott

Its: Manager

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 11th day of December, 2024, by and between White Sable LLC, a California limited liability company, and Wildomar One, LLC, a Delaware limited liability company (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

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

WHEREAS, the Site Plan/Subdivision Plan known as Wildomar Commerce Center PM 38646, 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.

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a California limited liability company

By:_____
Name: Michael Austin

Its: Manager

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Wildomar One, LLC

a Delaware limited liability company

By:_____
Name: Michael Austin
Its: Manager

By:_____
Name: Bryan Bentrott
Its: Manager

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

CITY OF WILDOMAR
MEETING (CCR)
CONSENT CALENDAR
Agenda Staff Report # 1.12
Meeting Date: December 11, 2024

SUBJECT: Amending the Organization, Objectives and Responsibilities of the Wildomar Community Parks Funding Measure (Measure Z) Citizen's Oversight Advisory Committee and Committee Member Volunteers Description.

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Adopt a Resolution Entitled:

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING RESOLUTION NO. 2013-05 AND APPROVING A RESOLUTION ESTABLISHING THE ORGANIZATION, OBJECTIVES AND RESPONSIBILITIES OF A WILDOMAR COMMUNITY PARKS FUNDING MEASURE CITIZEN'S OVERSIGHT ADVISORY COMMITTEE AND COMMITTEE MEMBER VOLUNTEERS DESCRIPTION

SUMMARY:
Revising the Measure Z Oversight Advisory Committee term dates and selection process for membership.

BACKGROUND:
On November 6, 2012, Wildomar residents voted on a $28 annual parcel tax (Measure Z) to assist in the funding of park operations and related park activities. The passage of Ordinance 71 required that the City Council establish a Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee (Measure Z Oversight Advisory Committee) to advise the City Council regarding the collection and expenditure of tax revenues collected.

DISCUSSION:
On February 13, 2013, the City Council adopted Resolution No. 2013 - 05, establishing the organization, objectives and responsibilities of the Measure Z Citizen's Oversight Advisory Committee and Committee Member Volunteers Description. Resolution No. 2013 - 05 established a two-year term based on the appointments, which were made in February of 2013. Currently. the Committee Member's terms end in February of staggard years. Resolution No. 2019-12 also states that all applications for membership will be reviewed by the Parks Subcommittee at an open meeting.

The Resolution being presented to Council adjusts the term end date of the Committee Members from February to January of each year. This change is to provide consistency between all Advisory Committees for a more efficient application process. Since there is no longer a Parks Subcommittee, this Resolution changes the Subcommittee to the Community Services Subcommittee to review the applications in an open public meeting and provide their

recommendation to the City Council. It also adds the language that appointments will still need to be made by a majority vote of the City Council at an open and public meeting.

The new terms will be effective once the current terms expire.

ATTACHMENTS:
1. Measure Z Resolution
2. Repeal Reso 2013-05

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING RESOLUTION NO. 2013-05 AND APPROVING A RESOLUTION ESTABLISHING THE ORGANIZATION, OBJECTIVES AND RESPONSIBILITIES OF A WILDOMAR COMMUNITY PARKS FUNDING MEASURE CITIZEN'S OVERSIGHT ADVISORY COMMITTEE AND COMMITTEE MEMBER VOLUNTEERS DESCRIPTION

WHEREAS, on November 6, 2012 Wildomar residents voted on a $28 annual parcel tax (Measure Z) to assist in the funding of park operations and related park activities as noted in the measure; and

WHEREAS, the election results were certified by the Riverside County Register of Voters on November 26, 2012 and Measure Z, needing a 66.7% of the vote count, was approved with a Yes vote count of 68.59%; and

WHEREAS, the passage of Measure Z, by statue (Ordinance 71 added Chapter 3.18 to the City Municipal Code), triggers a number of tasks that need to be addressed prior to the July 1, 2013 (Fiscal Year 2013-14) start of the tax; and

WHEREAS, City Municipal Code Section 3.18.060 – Oversight Committee; "*By no later than March 1, 2013, the City Council shall establish a Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee to advise the City Council regarding the collection and expenditure of tax revenues collected under the authority of this chapter. The Committee shall consist of at least five members, who shall be residents of the City. The terms of the Committee members and their specific duties shall be established by resolution of the City Council.*"; and

WHEREAS, at a public meeting held on December 14, 2013 the City Council directed the Parks Subcommittee and Staff to proceed with preparing the necessary documents for committee formation and committee member volunteer description; and

WHEREAS, at a public meeting held on February 13, 2013, the City Council adopted Resolution No. 2013 – 05, establishing the Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee, known as the Measure Z Oversight Advisory Committee; and

WHEREAS, the City Council of the City of Wildomar, California, desires to amend the Guidelines and Policy and Member Volunteer Information provided in Exhibit A and B of this Resolution; and

WHEREAS, the City Council of the City of Wildomar, California, does hereby repeal Resolution No. 2013-05.

NOW THEREFORE, the City Council of the City of Wildomar, California, does hereby resolve, determine and order as follows:

Section 1. Establishment of Committee.
Pursuant to Section 13.18.060 of the Wildomar Municipal Code, there is hereby created a Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee on which shall be known as the Measure Z Oversight Advisory Committee.

Section 2. Duties of Committee.
The duties of the Committee are described in the Guidelines and Policies, Exhibit A.

Section 3. The City Committee Membership.
The Committee shall consist of five members to be appointed by majority vote of the City Council, per the Committee Member Volunteer Description, Exhibit B.

Section 4. Staff Assistance.
The City Manager shall ensure that adequate staff will be allocated to provide necessary technical and clerical assistance to the Committee.

Section 5. Time and Place of Meetings.
The Committee shall establish a regular date, time and place for Committee meetings, which shall be open to the public. Said meetings shall occur no less frequently than every 3 months.

Section 6. Repeal Resolution No. 2013 – 05.
Resolution No. 2013 – 05 is hereby repealed.

PASSED, APPROVED AND ADOPTED this 11th day of December, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

Exhibit A

City of Wildomar
Measure Z Oversight Advisory Committee
Guidelines and Policy

MISSION:
To ensure that all revenues received from the voter approved "Save Wildomar Community Parks Funding Measure" (Measure Z) are only spent on permissible uses as outlined in City of Wildomar Ordinance 71 and City Municipal Code Chapter 3.18.

GOVERNING AUTHORITY FOR COMMITTEE FORMATION
Section 3.18.060 of the City of Wildomar Municipal Code requires the establishment of a Citizen's Oversight Advisory Committee:

"*3.18.060 – Oversight Committee. By no later than March 1, 2013, the City Council shall establish a Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee to advise the City Council regarding the collection and expenditure of tax revenues collected under the authority of this chapter. The Committee shall consist of at least five members, who shall be residents of the City. The terms of the Committee members and their specific duties shall be established by resolution of the City Council."*

ROLES, RESPONSIBILITIES AND DUTIES
A. The responsibilities and duties of the Committee shall be limited to:

1. Review expenditures of Measure Z revenues to ensure the monies have been expended in accordance with the authorized purposes of Measure Z.

2. Understand allowable expenses of Measure Z monies (as identified in Section 3.18 of the Municipal Code).

3. Understand municipal revenue collection and distribution from local, state and federal sources.

4. Review the upcoming fiscal year budget regarding Measure Z funds prior to the City Council budget hearings. (Committee Meeting anticipated in April/May)

5. Prepare and submit to the Chief Fiscal Officer of the City an annual public report on the expenditures of Measure Z tax revenues for the previous fiscal year. (Committee Meeting anticipated in September/October.) The Chief Fiscal Officer will then submit the public report to the City Council per Government Code section 50075.3.

B. The Measure Z Oversight Advisory Committee shall not have any budgetary decision authority and shall not allocate financial resources. The Committee shall make community park related budget or service recommendations to the City Council as appropriate.

C. The Committee shall have no authority to direct, nor shall it direct, City Staff or Officials.

COMMITTEE STRUCTURE:

A. *Appointments*

The City Council shall make appointments, by majority vote, to the Committee and shall be composed of five members.

B. *Qualification Standards*

Members of the Committee shall be at least 18 years of age and reside within the City limits. The Committee may not include any employee or official of the City, or any vendor, contractor or consultant doing business with the City.

C. *Term*

Committee members shall serve for a term of two years and expire in January of each year. Member's terms are to be staggered. At the Committee's first meeting, members will draw lots to select three members to serve a one-year term; the remaining members will serve a full two year term.

D. *Chair and Vice-Chair*

The Mayor shall appoint the initial Chair. The Chair shall appoint the initial Vice-Chair. Thereafter, the Committee shall annually elect a Chair and a Vice-Chair, who shall act as Chair only when the Chair is absent.

E. *Compensation*

The Committee members shall serve without compensation.

F. *Meetings*

1. The Committee shall conduct at least four meetings a year.
2. Special meetings may be called by the Committee's chair. Special meetings may also be called by Committee members if three or more members petition the chair for a special meeting.
3. All meetings shall be noticed and shall be open to the public in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq. Each member of the Committee will be given a current copy of the Ralph M. Brown Act.
4. A majority of the Committee members shall constitute a quorum for the transaction of any business.

G. *Vacancies and Removal*

1. The City Council shall fill any vacancies on the Committee.
2. The City Council may remove any Committee member for any reason, including but not limited to, failure to attend two consecutive committee meetings without prior notification. Upon a member's removal, his or her seat shall be automatically deemed vacant.

COMMITTEE STRUCTURE:

H. *City Support*

The City shall provide to the Committee necessary technical and administrative assistance as follows:

1. Preparation, provision and posting of public notices as required by the Brown Act and in the same manner as noticing City Council meetings.
2. Provision of a meeting room, including any available City audio/visual equipment.
3. Provision of meeting materials, such as agendas, minutes and supporting reports.
4. Retention of Committee records.
5. Properly staff all Committee meetings.
6. Educate committee members on municipal finance.

I. *Termination of Committee*

The Committee shall automatically disband six months after the enabling ordinance is repealed, ruled invalid or terminates under the provisions of the ordinance.

Exhibit B

City of Wildomar

Measure Z Oversight Advisory Committee
Committee Member Volunteer Information

GENERAL INFORMATION

68.5% of the Wildomar residents who voted on November 6, 2012 authorized a special tax to provide funding for Wildomar community parks and community park related facilities, programs and services. Resulting from this action, Ordinance number 71 was approved to add chapter 3.18 to the Wildomar municipal code. Within this chapter, Section 3.18.060 stipulates that an oversight and advisory committee be created, specially:

"3.18.060 – Oversight Committee. By no later than March 1, 2013, the City Council shall establish a Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee to advise the City Council regarding the collection and expenditure of tax revenues collected under the authority of this chapter. The Committee shall consist of at least five members, who shall be residents of the City. The terms of the Committee members and their specific duties shall be established by resolution of the City Council".

SELECTION PROCESS

1. All applicants for appointment to the Committee must complete a City *Application for Volunteers* available online or at City Hall.

2. Candidates will be asked to meet with the Community Services Subcommittee at a public meeting to discuss their application, interest, and experience. The Community Services Subcommittee will then forward its recommendations to the City Council Members for consideration and appointment at a public meeting.

3. Appointments to the Committee must be made by a majority vote of the City Council.

COMMITTEE MEMBER VOLUNTEER DESCRIPTION

Committee Members are appointed to two year terms by the City of Wildomar City Council and report to the City Manager or his/her designee.

The Committee Member should have the following characteristics to fulfill this volunteer role.

- Resident of the City of Wildomar.
- Demonstrated skills in successfully working with civic groups and residents.
- Have knowledge of and/or experience of the City Parks.
- Have knowledge of and/or experience in Non-Profit or Local Government Finance.
- Have knowledge of and/or experience in general and park maintenance and services.
- Ability to attend quarterly scheduled committee meetings

COMMITTEE MEMBER VOLUNTEER DESCRIPTION

The Committee Member's responsibilities could include:

- Review expenditures of Measure Z revenues to ensure the monies have been expended in accordance with the authorized purposes of Measure Z.
- Understand allowable expenses of Measure Z monies (as identified in Section 3.18 of the Municipal Code).
- Understand municipal revenue collection and distribution from local, state and federal sources.
- Review the upcoming fiscal year budget regarding Measure Z funds prior to the City Council budget hearings. (Committee Meeting anticipated in April/May.)
- Prepare and submit to the Chief Fiscal Officer of the City an annual public report on the expenditures of Measure Z tax revenues for the previous fiscal year. (Committee Meeting anticipated in September/October.) The Chief Fiscal Officer will then submit the public report to the City Council per Government Code section 50075.3.
- Attending quarterly committee meetings.
- Completion of Form 700 following appointment.
- Ability to participate in AB 1234 Ethics training.
- Participating in Harassment Prevention Training

This is not a paid city employee position and no salary, stipends, benefits or other City resources or access to City facilities are provided. Expenses such as vehicle mileage are reimbursable at IRS rates and all expenses must be approved by City management prior to expenditure.

RESOLUTION NO. 2013 - 05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ESTABLISHING THE ORGANIZATION, OBJECTIVES AND RESPONSIBILITIES OF A WILDOMAR COMMUNITY PARKS FUNDING MEASURE CITIZEN'S OVERSIGHT ADVISORY COMMITTEE AND COMMITTEE MEMBER VOLUNTEERS DESCRIPTION

WHEREAS, on November 6, 2012 Wildomar residents voted on a $28 annual parcel tax (Measure Z) to assist in the funding of park operations and related park activities as noted in the measure; and

WHEREAS, the election results were certified by the Riverside County Register of Voters on November 26, 2012 and Measure Z, needing a 66.7% of the vote count, was approved with a Yes vote count of 68.59%; and

WHEREAS, the passage of Measure Z, by statue (Ordinance 71 added Chapter 3.18 to the City Municipal Code), triggers a number of tasks that need to be addressed prior to the July 1, 2013 (Fiscal Year 2013-14) start of the tax; and

WHEREAS, City Municipal Code Section 3.18.060 – Oversight Committee; *"By no later than March 1, 2013, the City Council shall establish a Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee to advise the City Council regarding the collection and expenditure of tax revenues collected under the authority of this chapter. The Committee shall consist of at least five members, who shall be residents of the City. The terms of the Committee members and their specific duties shall be established by resolution of the City Council."*; and

WHEREAS, at a public meeting held on December 14, 2013 the City Council directed the Parks Subcommittee and Staff to proceed with preparing the necessary documents for committee formation and committee member volunteer description.

NOW THEREFORE, the City Council of the City of Wildomar, California, does hereby resolve, determine and order as follows:

Section 1. Establishment of Committee.
Pursuant to Section 13.18.060 of the Wildomar Municipal Code, there is hereby created a Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee on which shall be known as the Measure Z Oversight Advisory Committee.

Section 2. Duties of Committee.
The duties of the Committee are described in the Guidelines and Policies, Exhibit A.

Section 3. The City Committee Membership.
The Committee shall consist of five members to be appointed by majority vote of the City Council, per the Committee Member Volunteer Description, Exhibit B.

Section 4. Staff Assistance.
The City Manager shall ensure that adequate staff will be allocated to provide necessary technical and clerical assistance to the Committee.

Section 5. Time and Place of Meetings.
The Committee shall establish a regular date, time and place for Committee meetings, which shall be open to the public. Said meetings shall occur no less frequently than every 3 months.

PASSED, APPROVED AND ADOPTED this 13th day of February 2013.

Timothy Walker
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Debbie A. Lee, CMC
City Clerk

Exhibit A

City of Wildomar
Measure Z Oversight Advisory Committee
Guidelines and Policy

MISSION:
To ensure that all revenues received from the voter approved "Save Wildomar Community Parks Funding Measure" (Measure Z) are only spent on permissible uses as outlined in City of Wildomar Ordinance 71 and City Municipal Code Chapter 3.18.

GOVERNING AUTHORITY FOR COMMITTEE FORMATION
Section 3.18.060 of the City of Wildomar Municipal Code requires the establishment of a Citizen's Oversight Advisory Committee:

> *"3.18.060 – Oversight Committee. By no later than March 1, 2013, the City Council shall establish a Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee to advise the City Council regarding the collection and expenditure of tax revenues collected under the authority of this chapter. The Committee shall consist of at least five members, who shall be residents of the City. The terms of the Committee members and their specific duties shall be established by resolution of the City Council."*

ROLES, RESPONSIBILITIES AND DUTIES
A. The responsibilities and duties of the Committee shall be limited to:

1. Review expenditures of Measure Z revenues to ensure the monies have been expended in accordance with the authorized purposes of Measure Z.

2. Understand allowable expenses of Measure Z monies (as identified in Section 3.18 of the Municipal Code).

3. Understand municipal revenue collection and distribution from local, state and federal sources.

4. Review the upcoming fiscal year budget regarding Measure Z funds prior to the City Council budget hearings. (Committee Meeting anticipated in April/May)

5. Prepare and submit to the Chief Fiscal Officer of the City an annual public report on the expenditures of Measure Z tax revenues for the previous fiscal year. (Committee Meeting anticipated in September/October.) The Chief Fiscal Officer will then submit the public report to the City Council per Government Code section 50075.3.

B. The Measure Z Oversight Advisory Committee shall not have any budgetary decision authority and shall not allocate financial resources. The Committee shall make community park related budget or service recommendations to the City Council as appropriate.

C. The Committee shall have no authority to direct, nor shall it direct, City Staff or Officials.

COMMITTEE STRUCTURE:

A. *Appointments*

The City Council shall make appointments, by majority vote, to the Committee and shall be composed of five members.

B. *Qualification Standards*

Members of the Committee shall be at least 18 years of age and reside within the City limits. The Committee may not include any employee or official of the City, or any vendor, contractor or consultant doing business with the City.

C. *Term*

Committee members shall serve for a term of two years. Member's terms are to be staggered. At the Committee's first meeting, members will draw lots to select three members to serve a one-year term; the remaining members will serve a full two year term.

D. *Chair and Vice-Chair*

The Committee shall appoint the initial Chair and Vice-Chair. Thereafter, the Committee shall annually (March) elect a Chair and a Vice-Chair, who shall act as Chair only when the Chair is absent.

E. *Compensation*

The Committee members shall serve without compensation.

F. *Meetings*

1. The Committee shall conduct a minimum of four quarterly meetings per year.

2. Special meetings may be called by the Committee's chair. Special meetings may also be called by Committee members if three or more members petition the chair for a special meeting.

3. All meetings shall be noticed and shall be open to the public in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq. Each member of the Committee will be given a current copy of the Ralph M. Brown Act.

4. A majority of the Committee members shall constitute a quorum for the transaction of any business.

G. *Vacancies and Removal*

1. The City Council shall fill any vacancies on the Committee.

2. The City Council may remove any Committee member for any reason, including but not limited to, failure to attend two consecutive committee meetings without prior notification. Upon a member's removal, his or her seat shall be automatically deemed vacant.

COMMITTEE STRUCTURE:

H. *City Support*

The City shall provide to the Committee necessary technical and administrative assistance as follows:

1. Preparation, provision and posting of public notices as required by the Brown Act and in the same manner as noticing City Council meetings.

2. Provision of a meeting room, including any available City audio/visual equipment.

3. Provision of meeting materials, such as agendas, minutes and supporting reports.

4. Retention of Committee records.

5. Properly staff all Committee meetings.

6. Educate committee members on municipal finance.

I. *Termination of Committee*
The Committee shall automatically disband six months after the enabling ordinance is repealed, ruled invalid or terminates under the provisions of the ordinance.

Exhibit B

City of Wildomar

Measure Z Oversight Advisory Committee
Committee Member Volunteer Information

GENERAL INFORMATION

68.5% of the Wildomar residents who voted on November 6, 2012 authorized a special tax to provide funding for Wildomar community parks and community park related facilities, programs and services. Resulting from this action, Ordinance number 71 was approved to add chapter 3.18 to the Wildomar municipal code. Within this chapter, Section 3.18.060 stipulates that an oversight and advisory committee be created, specially:

> *"3.18.060 – Oversight Committee. By no later than March 1, 2013, the City Council shall establish a Wildomar Community Parks Funding Measure Citizen's Oversight Advisory Committee to advise the City Council regarding the collection and expenditure of tax revenues collected under the authority of this chapter. The Committee shall consist of at least five members, who shall be residents of the City. The terms of the Committee members and their specific duties shall be established by resolution of the City Council".*

SELECTION PROCESS

1. All applicants for appointment to the Committee must complete a City *Application for Volunteers* available online or at City Hall.
2. Applications will be screened by the Parks Subcommittee.
3. Qualified candidates may then be asked to meet with the Parks Subcommittee to discuss their application, interest, and experience.
4. The Parks Subcommittee will forward its recommendations to the City Council Members for consideration and appointment.

COMMITTEE MEMBER VOLUNTEER DESCRIPTION

Committee Members are appointed to two year terms by the City of Wildomar City Council and report to the City Manager or his/her designee.

The Committee Member should have the following characteristics to fulfill this volunteer role.

- Resident of the City of Wildomar.
- Demonstrated skills in successfully working with civic groups and residents.
- Have knowledge of and/or experience of the City Parks.
- Have knowledge of and/or experience in Non-Profit or Local Government Finance.
- Have knowledge of and/or experience in general and park maintenance and services.
- Ability to attend quarterly scheduled committee meetings

COMMITTEE MEMBER VOLUNTEER DESCRIPTION

The Committee Member's responsibilities could include:

- Review expenditures of Measure Z revenues to ensure the monies have been expended in accordance with the authorized purposes of Measure Z.
- Understand allowable expenses of Measure Z monies (as identified in Section 3.18 of the Municipal Code).
- Understand municipal revenue collection and distribution from local, state and federal sources.
- Review the upcoming fiscal year budget regarding Measure Z funds prior to the City Council budget hearings. (Committee Meeting anticipated in April/May.)
- Prepare and submit to the Chief Fiscal Officer of the City an annual public report on the expenditures of Measure Z tax revenues for the previous fiscal year. (Committee Meeting anticipated in September/October.) The Chief Fiscal Officer will then submit the public report to the City Council per Government Code section 50075.3.
- Attending quarterly committee meetings.
- Completion of Form 700 following appointment.
- Ability to participate in AB 1234 Ethics training.

This is not a paid city employee position and no salary, stipends, benefits or other City resources or access to City facilities are provided. Expenses such as vehicle mileage are reimbursable at IRS rates and all expenses must be approved by City management prior to expenditure.

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

I, Debbie A. Lee, CMC, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2013 - 05 was duly adopted at a regular meeting held on February 13, 2013, by the City Council of the City of Wildomar, California, by the following vote:

AYES: Mayor Walker, Mayor Pro Tem Swanson, Council Members Benoit, Cashman, Moore

NOES: None

ABSTAIN: None

ABSENT: None

Debbie A. Lee, CMC
City Clerk
City of Wildomar

SUBJECT: Amending the Organization, Objectives and Responsibilities of the Measure AA Citizen's Oversight Advisory Committee and Committee Member Volunteers Description.

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - ___
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING RESOLUTION NO. 2019-12 AND APPROVING A RESOLUTION ESTABLISHING THE ORGANIZATION, OBJECTIVES AND RESPONSIBILITIES OF A WILDOMAR MEASURE AA CITIZEN'S OVERSIGHT ADVISORY COMMITTEE AND COMMITTEE MEMBER VOLUNTEERS DESCRIPTION

SUMMARY:
Revising the Measure AA Oversight Advisory Committee term dates and selection process for membership.

BACKGROUND:
On December 10, 2018, The City Council adopted Ordinance No. 161 enacting a voter approved Transaction and Use Tax, referred to as Measure AA. The Ordinance, as adopted, states that a Citizen's Oversight Committee shall be established to independently review and advise upon the City's expenditures of proceeds generated by the transactions and use tax.

DISCUSSION:
On February 13, 2019, the City Council adopted Resolution No. 2019 - 12, establishing the organization, objectives and responsibilities of the Measure AA Citizen's Oversight Advisory Committee and Committee Member Volunteers Description. Resolution No. 2019 - 12 established a two-year term based on the appointments, which were made in July of 2019. Currently. the Committee Member's terms end in June of staggard years. Resolution No. 2019-12 also states that all applications for membership will be reviewed by the City Council at an open meeting and selected by the majority of the City Council.

The Resolution being presented to Council adjusts the term end date of the Committee Members from June to January of each year. This change is to provide consistency between all Advisory Committees for a more efficient application process, as well as, allows the Committee Members who participated in the 4th quarter of the fiscal year (April-June) to be on the Committee at the 4th quarter budget review in August and prepare the Annual Assessment Report for the City Council in December. This Resolution also provides for the Finance Subcommittee to review the applications in an open public meeting and provide their

recommendation to the City Council. Appointments will still need to be made by a majority vote of the City Council at an open and public meeting.

The new terms will be effective once the current terms expire.

FISCAL IMPACT:
None.

ATTACHMENTS:
1. Resolution - Measure AA
2. Repeal Reso 2019-12

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING RESOLUTION NO. 2019-12 AND APPROVING A RESOLUTION ESTABLISHING THE ORGANIZATION, OBJECTIVES AND RESPONSIBILITIES OF A WILDOMAR MEASURE AA CITIZEN'S OVERSIGHT ADVISORY COMMITTEE AND COMMITTEE MEMBER VOLUNTEERS DESCRIPTION

WHEREAS, on November 6, 2018 Wildomar residents voted on a one-cent transactions and use tax (Measure AA) to assist in the funding of public safety services, road improvements, and other general municipal services; and

WHEREAS, the election results were certified by the Riverside County Register of Voters on November 6, 2018 and Measure AA, needing a simple majority vote, was approved with a Yes vote count of 58.67%; and

WHEREAS, Measure AA establishes a Citizen's Oversight Advisory Committee consisting of five members, who shall be residents of the City, to independently review and advise upon the City's expenditure of proceeds Measure AA tax revenues; and

WHEREAS, at a public meeting held on February 13, 2019, the City Council adopted Resolution No. 2019-12, establishing the Measure AA Citizen's Oversight Advisory Committee; and

WHEREAS, the City Council of the City of Wildomar, desires to amend the Guidelines and Policy and Member Volunteer Information provided in Exhibit A and B of this Resolution; and

WHEREAS, the City Council of the City of Wildomar, does hereby repeal Resolution No. 2019-12.

NOW THEREFORE, the City Council of the City of Wildomar, California, does hereby resolve, determine and order as follows:

Section 1. Establishment of Committee.
Pursuant to Section 3.22.170 of the Wildomar Municipal Code, there is hereby created a citizen's oversight advisory committee which shall be known as the Measure AA Citizen's Oversight Advisory Committee (hereinafter, the "Committee").

Section 2. Duties of Committee.
The duties of the Committee are described in the Guidelines and Policies, Exhibit A.

Section 3. The City Committee Membership.
The Committee shall consist of five members to be appointed by majority vote of the City Council, per the Committee Member Volunteer Description, Exhibit B.

Section 4. Staff Assistance.
The City Manager shall ensure that adequate staff will be allocated to provide necessary technical and clerical assistance to the Committee.

Section 5. Time and Place of Meetings.
The Committee shall establish a regular date, time and place for Committee meetings, which shall be open to the public. Said meetings shall occur no less frequently than twice per calendar year.

Section 6. Repeal of Resolution No. 2019-12.
Resolution No. 2019-12 is hereby repealed.

PASSED, APPROVED AND ADOPTED this 11th day of December, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

Exhibit A

City of Wildomar
Measure AA Citizen's Oversight Advisory Committee
Guidelines and Policy

MISSION:
To ensure that all revenues received from the voter approved one-cent transactions and use tax (Measure AA) are only spent on permissible uses as outlined in City Municipal Code Chapter 3.22.

GOVERNING AUTHORITY FOR COMMITTEE FORMATION
Section 3.22.170 of the City of Wildomar Municipal Code establishes a citizen's oversight committee for Measure AA:

"3.22.170 – Citizen Oversight Committee.
A. A citizens' oversight committee is hereby established to independently review and advise upon the City's expenditure of proceeds generated by the transactions and use tax. The committee shall meet at least twice each calendar year and more frequently if necessary to discharge the responsibilities of the committee. All meetings of the committee shall be held in accordance with provisions of the Ralph M. Brown Act (Cal. Gov. Code Section 54950 et seq.).

1. The committee shall consist of five members, all whom shall be residents of the City of Wildomar. The City shall initially post and publish notice soliciting applications for persons interested in being members of the committee and shall thereafter repost and republish notice soliciting applications as necessary to fill vacancies on the committee. The City Council shall review all applications for eligibility and at a public meeting appoint five eligible applicants to serve as members of the committee. Each member of the committee shall serve for a term of two years and such service shall be at the pleasure of the City Council. Three members of the committee shall constitute a quorum. Members of the committee shall not receive a stipend for their service. Any additional responsibilities and duties of the committee shall be established by resolution of the City Council.

2. The citizens' oversight committee shall annually review and report on (i) the City's proposed and actual expenditure of proceeds generated by the transaction and use tax and (ii) the independent annual audit required under this article. The committee's report shall be submitted to the City Council for review and discussion at a public meeting of the City Council.

3. The City shall provide such staff resources as are reasonably necessary to assist the committee with the discharge of its duties under this article. The committee shall not have authority to hire or retain its own staff, consultants, or contractors."

ROLES, RESPONSIBILITIES AND DUTIES

A. The responsibilities and duties of the Committee shall be limited to:

1. Review expenditures of Measure AA revenues to ensure the monies have been expended in accordance with the authorized purposes of Measure AA.

2. Understand allowable expenses of Measure AA monies, which is a general purpose tax.

3. Understand municipal revenue collection and distribution from local, state and federal sources.

4. Prepare and submit to the Chief Fiscal Officer of the City an annual public report on the expenditures of Measure AA tax revenues for the previous fiscal year. The Chief Fiscal Officer will then submit the public report to the City Council per Government Code section 50075.3.

5. Receive and review the independent auditor's report as required by Section 3.22.050 for Measure AA revenues and expenditures.

B. The Committee shall not have any budgetary decision authority and shall not allocate financial resources.

C. The Committee shall have no authority to direct, nor shall it direct, City Staff or Officials.

COMMITTEE STRUCTURE:

A. *Appointments*

The Committee shall consist of five members, who shall serve at the pleasure of the City Council. The City shall initially post and publish notice soliciting applications for persons interested in being members of the Committee and shall thereafter repost and republish notice soliciting applications as necessary to fill vacancies on the Committee. The City Council shall review all applications and make appointments to the Committee by majority vote at a public meeting.

B. *Qualification Standards*

Members of the Committee shall be at least 18 years of age and reside within the City limits. The Committee may not include any employee or official of the City, or any vendor, contractor or consultant doing business with the City.

C. *Term*

Committee members shall serve for a term of two years and expire in January of each year. Member's terms are to be staggered. At the Committee's first meeting, members will draw lots to select three members to serve a one-year term; the remaining members will serve a full two-year term.

D. *Chair and Vice-Chair*
The Mayor shall appoint the initial Chair. The Chair shall appoint the initial Vice-Chair. Thereafter, the Committee shall annually elect a Chair and a Vice-Chair, who shall act as Chair only when the Chair is absent.

E. *Compensation*
The Committee members shall serve without compensation.

F. *Meetings*
1. The Committee shall conduct at least two meetings a year.
2. Special meetings may be called by the Committee's chair. Special meetings may also be called by Committee members if three or more members petition the chair for a special meeting.
3. All meetings shall be noticed and shall be open to the public in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq. Each member of the Committee will be given a current copy of the Ralph M. Brown Act.
4. A majority of the Committee members shall constitute a quorum for the transaction of any business.

G. *Vacancies and Removal*
1. The City Council shall fill any vacancies on the Committee.
2. The City Council may remove any Committee member for any reason, including but not limited to, failure to attend one committee meeting per calendar year without prior notification. Upon a member's removal, his or her seat shall be automatically deemed vacant.

H. *City Support*
The City shall provide to the Committee necessary technical and administrative assistance as follows:

1. Preparation, provision and posting of public notices as required by the Brown Act and in the same manner as noticing City Council meetings.
2. Provision of a meeting room, including any available City audio/visual equipment.
3. Provision of meeting materials, such as agendas, minutes and supporting reports.
4. Retention of Committee records.
5. Properly staff all Committee meetings.
6. Educate committee members on municipal finance.

Exhibit B

City of Wildomar
Measure AA Citizen's Oversight Advisory Committee
Committee Member Volunteer Information

GENERAL INFORMATION

58.67% of the Wildomar residents who voted on November 6, 2018 authorized a general one-cent transactions and use tax. Resulting from this action, Chapter 3.22 was added to the Wildomar municipal code. Within this chapter, Section 3.22.170 establishes a citizens' oversight committee:

"A. A citizens' oversight committee is hereby established to independently review and advise upon the City's expenditure of proceeds generated by the transactions and use tax. The committee shall meet at least twice each calendar year and more frequently if necessary to discharge the responsibilities of the committee. All meetings of the committee shall be held in accordance with provisions of the Ralph M. Brown Act (Cal. Gov. Code Section 54950 et seq.).

1. The committee shall consist of five members, all whom shall be residents of the City of Wildomar. The City shall initially post and publish notice soliciting applications for persons interested in being members of the committee and shall thereafter repost and republish notice soliciting applications as necessary to fill vacancies on the committee. The City Council shall review all applications for eligibility and at a public meeting appoint five eligible applicants to serve as members of the committee. Each member of the committee shall serve for a term of two years and such service shall be at the pleasure of the City Council. Three members of the committee shall constitute a quorum. Members of the committee shall not receive a stipend for their service. Any additional responsibilities and duties of the committee shall be established by resolution of the City Council.

2. The citizens' oversight committee shall annually review and report on (i) the City's proposed and actual expenditure of proceeds generated by the transaction and use tax and (ii) the independent annual audit required under this article. The committee's report shall be submitted to the City Council for review and discussion at a public meeting of the City Council.

3. The City shall provide such staff resources as are reasonably necessary to assist the committee with the discharge of its duties under this article. The committee shall not have authority to hire or retain its own staff, consultants, or contractors."

SELECTION PROCESS

1. All applicants for appointment to the Committee must complete a City *Application for Volunteers* available online or at City Hall.

2. Candidates will be asked to meet with the Finance Subcommittee at a public meeting to discuss their application, interest, and experience. The Finance Subcommittee will then forward its recommendations to the City Council Members for consideration and appointment at a public meeting.

3. Appointments to the Committee must be made by a majority vote of the City Council.

COMMITTEE MEMBER VOLUNTEER DESCRIPTION

Committee Members are appointed to two-year terms by the City of Wildomar City Council and report to the City Manager or his/her designee.

The Committee Member should have the following characteristics to fulfill this volunteer role.

- Resident of the City of Wildomar
- Ability to attend scheduled committee meetings
- Demonstrated skills in successfully working with civic groups and residents
- Have knowledge of and/or experience in Non-Profit or Local Government Finance

The Committee Member's responsibilities could include:

- Review expenditures of Measure AA revenues to ensure the monies have been expended in accordance with Measure AA.
- Understand allowable expenses of Measure AA monies, which is a general purpose tax.
- Understand municipal revenue collection and distribution from local, state and federal sources.
- Prepare and submit to the Chief Fiscal Officer of the City an annual public report on the expenditures of Measure AA tax revenues for the previous fiscal year ending June 30. The Chief Fiscal Officer will then submit the public report to the City Council per Government Code section 50075.3.
- Receive and review the independent auditor's report as required by Sections 3.22.050 for Measure AA revenues and expenditures.
- Attending scheduled committee meetings.
- Completion of Form 700 following appointment.
- Participating in AB 1234 Ethics training.
- Participating in Harassment Prevention Training.

This is not a paid city employee position and no salary, stipends, benefits or other City resources or access to City facilities are provided. Expenses such as vehicle mileage are reimbursable at IRS rates and all expenses must be approved by City management prior to expenditure.

RESOLUTION NO. 2019 - 12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ESTABLISHING THE ORGANIZATION, OBJECTIVES AND RESPONSIBILITIES OF A WILDOMAR MEASURE AA CITIZEN'S OVERSIGHT ADVISORY COMMITTEE AND COMMITTEE MEMBER VOLUNTEERS DESCRIPTION

WHEREAS, on November 6, 2018 Wildomar residents voted on a one-cent transactions and use tax (Measure AA) to assist in the funding of public safety services, road improvements, and other general municipal services; and

WHEREAS, the election results were certified by the Riverside County Register of Voters on November 6, 2018 and Measure AA, needing a simple majority vote, was approved with a Yes vote count of 58.67%; and

WHEREAS, Measure AA establishes a Citizen's Oversight Advisory Committee consisting of five members, who shall be residents of the City, to independently review and advise upon the City's expenditure of proceeds Measure AA tax revenues; and

NOW THEREFORE, the City Council of the City of Wildomar, California, does hereby resolve, determine and order as follows:

Section 1. Establishment of Committee.
Pursuant to Section 3.22.170 of the Wildomar Municipal Code, there is hereby created a citizen's oversight advisory committee which shall be known as the Measure AA Citizen's Oversight Advisory Committee (hereinafter, the "Committee").

Section 2. Duties of Committee.
The duties of the Committee are described in the Guidelines and Policies, Exhibit A.

Section 3. The City Committee Membership.
The Committee shall consist of five members to be appointed by majority vote of the City Council, per the Committee Member Volunteer Description, Exhibit B.

Section 4. Staff Assistance.
The City Manager shall ensure that adequate staff will be allocated to provide necessary technical and clerical assistance to the Committee.

Section 5. Time and Place of Meetings.
The Committee shall establish a regular date, time and place for Committee meetings, which shall be open to the public. Said meetings shall occur no less frequently than twice per calendar year.

PASSED, APPROVED AND ADOPTED this 13th day of February, 2019.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR INCORPORATED July 1, 2008 STATE OF CALIFORNIA

Exhibit A

City of Wildomar
Measure AA Citizen's Oversight Advisory Committee
Guidelines and Policy

MISSION:
To ensure that all revenues received from the voter approved one-cent transactions and use tax (Measure AA) are only spent on permissible uses as outlined in City Municipal Code Chapter 3.22.

GOVERNING AUTHORITY FOR COMMITTEE FORMATION
Section 3.22.170 of the City of Wildomar Municipal Code establishes a citizen's oversight committee for Measure AA:

> *"3.22.170 – Citizen Oversight Committee.*
> *A. A citizens' oversight committee is hereby established to independently review and advise upon the City's expenditure of proceeds generated by the transactions and use tax. The committee shall meet at least twice each calendar year and more frequently if necessary to discharge the responsibilities of the committee. All meetings of the committee shall be held in accordance with provisions of the Ralph M. Brown Act (Cal. Gov. Code Section 54950 et seq.).*
> *1. The committee shall consist of five members, all whom shall be residents of the City of Wildomar. The City shall initially post and publish notice soliciting applications for persons interested in being members of the committee and shall thereafter repost and republish notice soliciting applications as necessary to fill vacancies on the committee. The City Council shall review all applications for eligibility and at a public meeting appoint five eligible applicants to serve as members of the committee. Each member of the committee shall serve for a term of two years and such service shall be at the pleasure of the City Council. Three members of the committee shall constitute a quorum. Members of the committee shall not receive a stipend for their service. Any additional responsibilities and duties of the committee shall be established by resolution of the City Council.*
> *2. The citizens' oversight committee shall annually review and report on (i) the City's proposed and actual expenditure of proceeds generated by the transaction and use tax and (ii) the independent annual audit required under this article. The committee's report shall be submitted to the City Council for review and discussion at a public meeting of the City Council.*
> *3. The City shall provide such staff resources as are reasonably necessary to assist the committee with the discharge of its duties under this article. The committee shall not have authority to hire or retain its own staff, consultants, or contractors."*

ROLES, RESPONSIBILITIES AND DUTIES

A. The responsibilities and duties of the Committee shall be limited to:

1. Review expenditures of Measure AA revenues to ensure the monies have been expended in accordance with the authorized purposes of Measure AA.
2. Understand allowable expenses of Measure AA monies, which is a general purpose tax.
3. Understand municipal revenue collection and distribution from local, state and federal sources.
4. Prepare and submit to the Chief Fiscal Officer of the City an annual public report on the expenditures of Measure AA tax revenues for the previous fiscal year. The Chief Fiscal Officer will then submit the public report to the City Council per Government Code section 50075.3.
5. Receive and review the independent auditor's report as required by Section 3.22.050 for Measure AA revenues and expenditures.

B. The Committee shall not have any budgetary decision authority and shall not allocate financial resources.

C. The Committee shall have no authority to direct, nor shall it direct, City Staff or Officials.

COMMITTEE STRUCTURE:

A. *Appointments*

The Committee shall consist of five members, who shall serve at the pleasure of the City Council. The City shall initially post and publish notice soliciting applications for persons interested in being members of the Committee and shall thereafter repost and republish notice soliciting applications as necessary to fill vacancies on the Committee. The City Council shall review all applications and make appointments to the Committee by majority vote at a public meeting.

B. *Qualification Standards*

Members of the Committee shall be at least 18 years of age and reside within the City limits. The Committee may not include any employee or official of the City, or any vendor, contractor or consultant doing business with the City.

C. *Term*

Committee members shall serve for a term of two years. Member's terms are to be staggered. At the Committee's first meeting, members will draw lots to select three members to serve a one-year term; the remaining members will serve a full two year term.

D. *Chair and Vice-Chair*
The Mayor shall appoint the initial Chair. The Chair shall appoint the initial Vice-Chair. Thereafter, the Committee shall annually elect a Chair and a Vice-Chair, who shall act as Chair only when the Chair is absent.

E. *Compensation*
The Committee members shall serve without compensation.

F. *Meetings*
1. The Committee shall conduct at least two meetings a year.
2. Special meetings may be called by the Committee's chair. Special meetings may also be called by Committee members if three or more members petition the chair for a special meeting.

3. All meetings shall be noticed and shall be open to the public in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq. Each member of the Committee will be given a current copy of the Ralph M. Brown Act.

4. A majority of the Committee members shall constitute a quorum for the transaction of any business.

G. *Vacancies and Removal*
1. The City Council shall fill any vacancies on the Committee.
2. The City Council may remove any Committee member for any reason, including but not limited to, failure to attend one committee meeting per calendar year without prior notification. Upon a member's removal, his or her seat shall be automatically deemed vacant.

H. *City Support*
The City shall provide to the Committee necessary technical and administrative assistance as follows:

1. Preparation, provision and posting of public notices as required by the Brown Act and in the same manner as noticing City Council meetings.
2. Provision of a meeting room, including any available City audio/visual equipment.
3. Provision of meeting materials, such as agendas, minutes and supporting reports.
4. Retention of Committee records.
5. Properly staff all Committee meetings.
6. Educate committee members on municipal finance.

Exhibit B

City of Wildomar

Measure AA Citizen's Oversight Advisory Committee
Committee Member Volunteer Information

GENERAL INFORMATION

58.67% of the Wildomar residents who voted on November 6, 2018 authorized a general one-cent transactions and use tax. Resulting from this action, Chapter 3.22 was added to the Wildomar municipal code. Within this chapter, Section 3.22.170 establishes a citizens' oversight committee:

> *"A. A citizens' oversight committee is hereby established to independently review and advise upon the City's expenditure of proceeds generated by the transactions and use tax. The committee shall meet at least twice each calendar year and more frequently if necessary to discharge the responsibilities of the committee. All meetings of the committee shall be held in accordance with provisions of the Ralph M. Brown Act (Cal. Gov. Code Section 54950 et seq.).*
>
> *1. The committee shall consist of five members, all whom shall be residents of the City of Wildomar. The City shall initially post and publish notice soliciting applications for persons interested in being members of the committee and shall thereafter repost and republish notice soliciting applications as necessary to fill vacancies on the committee. The City Council shall review all applications for eligibility and at a public meeting appoint five eligible applicants to serve as members of the committee. Each member of the committee shall serve for a term of two years and such service shall be at the pleasure of the City Council. Three members of the committee shall constitute a quorum. Members of the committee shall not receive a stipend for their service. Any additional responsibilities and duties of the committee shall be established by resolution of the City Council.*
>
> *2. The citizens' oversight committee shall annually review and report on (i) the City's proposed and actual expenditure of proceeds generated by the transaction and use tax and (ii) the independent annual audit required under this article. The committee's report shall be submitted to the City Council for review and discussion at a public meeting of the City Council.*
>
> *3. The City shall provide such staff resources as are reasonably necessary to assist the committee with the discharge of its duties under this article. The committee shall not have authority to hire or retain its own staff, consultants, or contractors."*

SELECTION PROCESS

1. All applicants for appointment to the Committee must complete a City *Application for Volunteers* available online or at City Hall.
2. All applications received will be reviewed by the City Council at an open and public meeting. The City Council may establish an ad hoc subcommittee to review the applications and make recommendations to the full Council.
3. Appointments to the Committee must be made by a majority vote of the City Council.

COMMITTEE MEMBER VOLUNTEER DESCRIPTION

Committee Members are appointed to two year terms by the City of Wildomar City Council and report to the City Manager or his/her designee.

The Committee Member should have the following characteristics to fulfill this volunteer role.

- Resident of the City of Wildomar
- Ability to attend scheduled committee meetings
- Demonstrated skills in successfully working with civic groups and residents
- Have knowledge of and/or experience in Non-Profit or Local Government Finance

The Committee Member's responsibilities could include:

- Review expenditures of Measure AA revenues to ensure the monies have been expended in accordance with Measure AA.
- Understand allowable expenses of Measure AA monies, which is a general purpose tax.
- Understand municipal revenue collection and distribution from local, state and federal sources.
- Prepare and submit to the Chief Fiscal Officer of the City an annual public report on the expenditures of Measure AA tax revenues for the previous fiscal year ending June 30. The Chief Fiscal Officer will then submit the public report to the City Council per Government Code section 50075.3.
- Receive and review the independent auditor's report as required by Sections 3.22.050 for Measure AA revenues and expenditures.
- Attending scheduled committee meetings.
- Completion of Form 700 following appointment.
- Participating in AB 1234 Ethics training.
- Participating in Sexual Harassment Prevention Training.

This is not a paid city employee position and no salary, stipends, benefits or other City resources or access to City facilities are provided. Expenses such as vehicle mileage are reimbursable at IRS rates and all expenses must be approved by City management prior to expenditure.

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

I, Debbie A. Lee, CMC, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2019 – 12 was duly adopted at a regular meeting held on February 13, 2019, by the City Council of the City of Wildomar, California, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

Debbie A. Lee, CMC
City Clerk
City of Wildomar



SUBJECT: Third Amendment to Agreement with Architerra Design Group for the 20-Acre Park Project (CIP 099)

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Cameron Luna, Associate Engineer

ACTION:
Authorize the City Manager to execute the Third Amendment to the Agreement with Architerra Design Group for the 20-Acre Park Project for an amount not to exceed $3,100.

SUMMARY:
The Third Contract Amendment approves extra work to prepare a legal and plat for Gierson Avenue, which will be used as an access point for the proposed 20-Acre Park. The legal and plat is necessary for the access road to be designated as right-of-way for public use and into the City's maintained road network.

BACKGROUND:
On June 14, 2023, the City Council approved the acquisition of 20-acres of vacant land for a future 20-Acre Park. The proposed 20-Acre Park (CIP 099, Project) is located east of Palomar St., south of Gierson Ave., and southeast of Pasadena St. The existing 20-acre property is vacant and includes trees, natural vegetation, some irrigation, and some unimproved walking trails and is characterized by rolling topography. To preserve and maintain the natural features of the existing property, the park has been proposed as a passive nature park with limited active amenities and a focus on passive amenities. The City entered into an agreement with Architerra Design Group (Architerra) on July 12, 2023, for the design of the 20-Acre Park (Agreement).

DISCUSSION:
The original Agreement provides for design professional services to design and prepare plans, specifications, and estimates for the 20-Acre Park. The original Agreement amount was for $243,035.

On December 13, 2023, a First Amendment to the Agreement was approved to include Phase 2 design elements with the Phase 1 delivery, providing time efficiencies in preparing plans, specifications, and estimates for the entire 20-Acre Park site resulting in a new Agreement cost of $350,960.

On August 14, 2024, a Second Amendment to the Agreement was approved to incorporate extra work to add the preparation of a geotechnical report covering the entire 20-acre site, resulting in an increase of $19,893 for a new Agreement total cost of $370,853.

The proposed Third Amendment is to incorporate extra work for the preparation of a legal description and plat for Gierson Avenue for future acceptance of Right-of-Way, resulting in an increase of $3,100 for a new Agreement total cost of $373,953. Architerra's original scope of work for the site plan was limited to only a driveway entrance off of Gierson Avenue and did not include extending street improvements within the available right-of-way that was previously dedicated to the County but not accepted. The legal and plat is for the design and acceptance of a new cul-de-sac on Gierson Avenue extending to the intersection of Como St., enhancing the park's entrance, emergency access, and available parking. No other changes to the Agreement are proposed. A copy of the proposed Third Amendment is included as Attachment A.

FISCAL IMPACT:
The Third Amendment is for a cost not to exceed $3,100. Adequate funds from DIF Park Improvement Funds (Fund 461) were already included in the approved 5-Year CIP Booklet and in the FY 24/25 budget to cover the cost of these items. No budget amendment is needed. There is no impact to the General Fund.

ATTACHMENTS:
A - Third Amendment

THIRD AMENDMENT TO
DESIGN PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES FOR 20 ACRE PARK

by and between the

CITY OF WILDOMAR

and

ARCHITERRA DESIGN GROUP, INC.

Dated December 11, 2024

THIRD AMENDMENT TO DESIGN PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES FOR THE 20 ACRE PARK

This Third Amendment to Agreement for Design Professional Services ("Third 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 Architerra Design Group, Inc. a State of California Corporation ("Design Professional"), as follows:

RECITALS

A. City and Design Professional entered in an agreement for Design Professional Services on July 12, 2023 ("Agreement"). The Agreement provides that Design Professional will perform Landscape Architectural services.

B. Section 2 of the Agreement provides that Scope and Cost for the performance of the services.

C. The City and Design Professional entered in a First Amendment to Agreement on December 12, 2023. The First Amendment amends Section 4 of the agreement relating to the Total Compensation of the Agreement.

D. The City and Design Professional entered in a Second Amendment to Agreement on August 14, 2024. The Second Amendment amends Section 2 scope of services for preparing a comprehensive geotechnical report (Exhibit D) and Section 4 of the agreement relating to the Total Compensation of the Agreement.

E. This Third Amendment amends Section 2 scope of services for preparing a legal plat for accepting a portion of right of way dedication for the southerly extension for Gierson Avenue (Exhibit E) and Section 4 of the agreement relating to the Total Compensation of the Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this Third Amendment which modifies and amends the Agreement as follows:

1. AMENDMENT. The Agreement is hereby modified and amended as follows:

1.1 Section 2 of the Agreement is hereby amended to read as follows:

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

1.2 Section 4 of the Agreement is hereby amended to read as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit “B” “Compensation” and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Three Hundred Seventy Three Thousand Nine Hundred and Fifty Three dollars ($373,953)**, 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.

2. **GENERAL PROVISIONS**

1.3 **Remainder Unchanged**. Except as specifically modified and amended in this Third Amendment, the Agreement remains in full force and effect and binding upon the parties.

1.4 **Integration**. This Third Amendment consists of pages 1 through 4 inclusive, which constitute 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 Third Amendment.

1.5 **Effective Date**. This Third 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 Design Professional.

1.6 **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this Third Amendment.

1.7 **References**. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Third Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Agreement on the date and year first written above.

CITY

CITY OF WILDOMAR

By:_____
Dan York, City Manager

ATTEST:

_____
Janet Morales, City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex, City Attorney

DESIGN PROFESSIONAL

Architerra Design Group, Inc.

By:_____
Richard Krumwiede
Its: President

EXHIBIT "E"

Extra Work – Legal Plat and Right of Way Dedication Scope and Fee

ARCHITERRA
DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING

August 26, 2024

Mr. Cameron Luna
Associate Engineer
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Re: LANDSCAPE ARCHITECTURAL EXTRA SERVICE AGREEMENT – CITY OF WILDOMAR PASSIVE PARK - 2329

Dear Mr. Luna,

This letter will confirm your authorization for Architerra Design Group to provide additional services, beyond our contract's original scope of services for the above referenced project.

Per your request, this Extra Service is to cover time for Madole & Associates to prepare the Legal Plat and Right of Way dedication for the southerly extension for Gierson Avenue.

The fee for these services will be billed as follows:

Fixed Fee:	
Madole	$3,100.00
Professional Fee Total:	**$3,100.00**

We request your written approval of this authorization for Extra Design Services by signing and returning one copy of this letter for our files. If this is not your understanding, or if you have questions regarding the above, please contact me immediately.

Sincerely yours,

Richard Krumwiede
President

Approved: City of Wildomar.

By:_____

Title:_____

Date:_____

"EXHIBIT A"

Appended to and part of original Agreement for Professional Services between Architerra Design Group (ADG), and the City of Wildomar dated July 12, 2023

Fees for Professional Services

Services outlined under the Scope of Services shall be provided for the fixed sum stipulated in the Agreement for Professional Services.

Reimbursable Expenses

The following costs shall be reimbursed at cost plus 15% and are not included in the Fee for Professional Services:

A. Expense of reproductions for generation of original drawings, plan check submittals and construction bidding, including printing, Xerox copying, photo reproductions.

B. All automobile mileage shall be paid at the standard rate for business automobile use as set forth by the Internal Revenue Service.

C. Cost of postage and shipping expenses other than first class mail.

D. Photographic services, film and processing.

E. Cost of models, special rendered exhibits, promotional photography, special process printing, special equipment, special printed reports or publications maps and documents approved in advance by Client.

F. Agency Processing and fees paid for securing approval of agencies having jurisdiction over the Project (Plan check fees, variance applications, etc.).

G. Fees for additional special consultants retained with the approval of Client.

Additional Services

The Consultant may incur expenses and costs, which are not included in the Basic Fee for Service. If authorized by the client through written job change order confirmation, the Consultant will perform said Additional Services on a time and material basis, according to the following schedule:

Principal	$200.00/Hour
Director of Design	$175.00/Hour
Project Manager	$135.00/Hour
Landscape Designer	$125.00/Hour
CAD	$100.00/Hour
Clerical	$65.00/Hour

CITY OF WILDOMAR
MEETING (CCR)
CONSENT CALENDAR
Agenda Staff Report # 1.15
Meeting Date: December 11, 2024

SUBJECT: First Amendment to Agreement for The Collection and Transportation of Solid Waste, Recyclable Materials, Organic Waste, and Construction and Demolition Debris (Collection Services) and other Specified Services with CR&R

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Terri Abercrombie, Senior Management Analyst

ACTION:
Authorize the City Manager to execute the First Amendment to the Agreement for The Collection and Transportation of Solid Waste, Recyclable Materials, Organic Waste, and Construction and Demolition Debris (Collection Services) and other Specified Services with CR&R.

SUMMARY:

This First Amendment amends the City's Franchise Agreement with CR&R by revising Exhibit B to modify the list of City buildings and facilities CR&R will service at no cost to the City.

BACKGROUND:

On October 26th, 2022, the City entered an Agreement with CR&R to provide Collection and Transportation of Solid Waste, Recyclable Materials, Organic Waste, and Construction and Demolition Debris (Collection Services) and other Specified Services. Section 8.9.1 of the Agreement provides for collection services for City Facilities and Buildings at no cost to the City. In November 2023, the City acquired the City Hall building located at 23873 Clinton Keith Rd., Wildomar, CA 92595. On June 21, 2024, the City assumed from the previous building owner the service account with CR&R for solid waste collection services at City Hall.

DISCUSSION:

The City's Agreement with CR&R provides for Solid Waste Handling Services (including specifically Collection, disposal, and processing) at all premises owned and/or operated by the City at no cost to City. Exhibit B of the Agreement identifies the list of facilities and buildings where these services are to be provided by CR&R. The Agreement also allows for the list of facilities and buildings to be revised to add addition facilities and buildings, at no additional cost to the City.

A First Amendment to the Agreement (Attachment A) has been prepared to add the City Hall service location to "Exhibit B, City Facilities and Buildings." The bin to be serviced at no cost to the City is located in the southern portion of the City Hall parking lot located at 23873 Clinton Keith Rd., Wildomar, CA 92595. The remainder of the Agreement remains unchanged.

Staff recommends that the City Council authorize the City Manager to execute the First Amendment with CR&R.

FISCAL IMPACT:

Solid Waste Handling Services (including specifically Collection, disposal, and processing) at premises owned and/or operated by the City are provided by CR&R at no cost to the City. As a result, with the approval of this amendment, the City will realize a reduction of $832.25 per month in waste collection fees that are currently being paid, providing some savings to the General Fund.

ATTACHMENTS:

A - Amendment No. 1

First Amendment to Agreement for The Collection and Transportation of Solid Waste, Recyclable Materials, Organic Waste, and Construction and Demolition Debris (Collection Services) and other Specified Services

This First Amendment to Agreement for The Collection and Transportation of Solid Waste, Recyclable Materials, Organic Waste, and Construction and Demolition Debris (Collection Services) and other Specified Services ("First Amendment"), which is dated as of December __, 2024, is hereby entered into by and between the CITY OF WILDOMAR, a California general law city ("City"), and CR&R INCORPORATED a California corporation ("Contractor"), as follows:

RECITALS

A. City and Contractor entered into an agreement for the collection and transportation of solid waste, recyclable materials, organic waste, and construction and demolition debris and other specified services on October 26, 2022 ("Agreement"). The Agreement provides that Contractor will perform collection and transportation of solid waste, recyclable materials, organic waste, and construction and demolition debris and other specified services within the City.

B. This First Amendment amends the Agreement to replace Exhibit B with a revised Exhibit B attached hereto as Attachment A which modifies the list of City buildings and facilities locations for which City Waste hauling Services are to be provided for no charge by Contractor.

OPERATIVE PROVISIONS

Now, therefore, in consideration of the promises made and recited herein, the parties do hereby enter into this First Amendment which modifies and amends the Agreement as follows:

1. Exhibit "B", List of City Buildings and Facilities is hereby replaced, with a revised Exhibit B, attached hereto as Attachment A, and incorporated herein by reference, which modifies locations of City buildings and facilities. The location added to the addresses for which City waste hauling services are to be provided for no charge is Wildomar City Hall, 23873 Clinton Keith Rd., Wildomar, CA 92595.

GENERAL PROVISIONS

1. **Remainder Unchanged**. Except as specifically modified and amended in

this First Amendment, the Agreement remains in full force and effect binding upon the parties.

2. **Integration.** This First Amendment consists of four pages with the attached Attachment A inclusive and constitutes the entire understanding of the parties.

3. **References**. All references to the Agreement includes all its respective terms and provisions. All defined terms utilized in this First Amendment have the same meanings as assigned to such terms in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF WILDOMAR

_____
Daniel A York
City Manager

CR&R Incorporated

_____

Title_____

CR&R Incorporated

_____

Title_____

ATTACHMENT A

Exhibit B
List of City Buildings and Facilities

EXHIBIT B
LIST OF CITY BUILDINGS AND FACILITIES

The following are the addresses for which City Waste Hauling Services are to be provided for no charge by Service Provider. City may amend this List from time to time as the name, location or number of facilities change during the Term.

Wildomar City Hall (Bin in Southern Portion of Lot)
23873 Clinton Keith Rd.
Wildomar, CA 92595

Wildomar Fire Station #61
32637 Gruwell St.
Wildomar, Ca 92595

Wildomar Baseball Field
21400 Palomar St.
Wildomar, CA 92595

Wildomar Auxiliary Facility (Empty Lot)
21400 Palomar St.
Wildomar, CA 92595

Wildomar Cemetery District
21400 Palomar St.
Wildomar, CA 92595

CITY OF WILDOMAR
MEETING (CCR)
CONSENT CALENDAR
Agenda Staff Report # 1.16
Meeting Date: December 11, 2024

SUBJECT: First Amendment to Agreement with HdL Software for Business Registration Management: One-Year Extension of Time and Revision to Scope of Services

SUBMITTED BY: Kimberly Davidson, Economic Development Director

PREPARED BY: Kimberly Davidson, Economic Development Director

ACTION:
Approve First Amendment for City Manager's signature.

SUMMARY:
This First Amendment would allow for a one-year extension of time to the current Agreement and a revision to the Scope of Services. HdL Software LLC has been managing our Business Registrations since 2019 and our current Agreement with HdL ends on 12/11/2024. As we transition to the new ERP software, overlap with the two systems is needed to correctly input all of the Business Registration data into our new system. The revised Scope of Services also begins the transition of managing and routing our Business Registrations in-house.

BACKGROUND:
We transitioned to online Business Registration management with HdL Software LLC in December 2019. However, with the purchase and implementation of our ERP software, the goal is to bring the management and administration of Business Registrations in-house.

FISCAL IMPACT:
There is no change to the fiscal portion of the Agreement within the Amendment.
In FY2024-25, $90,000 in business registration fee revenue and $26,000 in HdL fees have been budgeted.

ACCOUNT CODE:
100-0000-3200 Business Registration Revenue
100-4800-52300 Business Registration Expenses

ATTACHMENTS:
First Amendment to Agreement for Services_HdL Software_12-11-2024_executed.pdf

Docusign Envelope ID: 719FA361-F487-4152-999C-8AD88C90E6DB

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

by and between

the

CITY OF WILDOMAR

and

HdL Software LLC

Dated December 11, 2024

Docusign Envelope ID: 719FA361-F487-4152-999C-8AD88C90E6DB

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

This First Amendment to Agreement for 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 HdL Software LLC, a California Limited Liability Company ("Service Provider"), as follows:

RECITALS

A. City and Service Provider entered into an agreement for services on **December 11, 2019** ("Agreement").

B. This First Amendment amends Section 1 of the Agreement related to Term of Agreement.

C. This First Amendment amends Exhibit A of the Agreement related to Scope of Services.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this First Amendment which modifies and amends the Agreement as follows:

1. **AMENDMENT.** The Agreement is hereby modified and amended as follows:

1.1 **TERM OF AGREEMENT.** Section 1 of the Agreement is hereby amended as follows: Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for six (6) years commencing on the date first ascribed above.

1.2 **EXHIBIT A SCOPE OF SERVICES.** Exhibit A Scope of Services of the Agreement is hereby amended and replaced with Exhibit A attached to this First Amendment.

2. GENERAL PROVISIONS.

2.1 **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.

2.2 **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.

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2.3 **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.

2.4 **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

2.5 **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 executed this First Amendment to the Agreement on the date and year first written above.

CITY

CITY OF WILDOMAR

By:_____
Dan York, City Manager

ATTEST:

_____
Janet Morales, City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex, City Attorney

SERVICE PROVIDER

HdL Software LLC

_____

By: Signed by: Joshua Davis
65A507F31EBF4E7...

Name: Joshua Davis

Title: VP, Tax & Fee Administration

Docusign Envelope ID: 719FA361-F487-4152-999C-8AD88C90E6DB

By:_____

Name:_____

Title: _____

Docusign Envelope ID: 719FA361-F487-4152-999C-8AD88C90E6DB

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.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)

COUNTY OF)

On _____, 200___, before me, _____, Notary Public, personally appeared _____ _____, who 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 OF NOTARY)

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

☐ 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

Docusign Envelope ID: 719FA361-F487-4152-999C-8AD88C90E6DB

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.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)

COUNTY OF)

On _____, 200___, before me, _____, Notary Public, personally appeared _____ _____, who 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 OF NOTARY)

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

☐ 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

Docusign Envelope ID: 719FA361-F487-4152-999C-8AD88C90E6DB

EXHIBIT "A"
SCOPE OF SERVICES

1. Business License Operations Management

1.1. **Tax Registration Database Management** – Service Provider will transfer the City's existing databases as they relate to business license into Service Provider's internal administration tools. Service Provider will maintain the data and provide copies of data or reports at the City's request. City will not be required to use or maintain any software in house for managing the business license registry.

1.2. **Renewal Processing** – Send active business license accounts a renewal notice within 30 days of the renewal period end date. Accounts will receive all applicable forms necessary to complete the renewal process.

1.3. **New Account Processing** – City will process all new business license applications, with the exception of new applications for state verified out-of-City contractors, which will be processed by HdL staff in a timely fashion.

1.3.1. Any new applications received by HdL will be routed to a designated City Staff person for handling. All questions related to new accounts will be directed to the City. The City will be fully responsible for obtaining and verifying all documentation and information, as well as approving or denying applications.

1.3.2. All communications and follow-up related to new account processing and approvals will be handled directly by the City.

1.3.3. Upon City approval the City will route the account to HdL for invoicing, payment processing, and issuance of the license. HdL will issue certificates to new accounts within 3 business days after confirmed payment.

1.4. **Account Changes** - The process for Address Changes and Change of Use will be the same as New Account Processing. HdL will only process general account updates that do not impact the approval of the business license.

1.5. **Payment Posting/Processing** – Service Provider will process all payments for new and renewal accounts. License accounts will be updated with payment information and revenues will be remitted to the City net banking and related processing fees on no less than a monthly basis.

1.6. **Business Support Center** – Service Provider will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. Businesses will have access to our license specialists Monday through Friday, 8:00am to 5:00pm Pacific, via phone, mail, e-mail, and the Business Support Center On-Line. Additionally, City contact information will be provided for the new application and specified account changes process.

1.7. **On-Line Filing & Payment Processing** – Service Provider will make available options for businesses to visit a website, linked to the City's website, to submit online transactions.

2. Local Tax Compliance Services

– Service Provider will ensure a level playing field for the business community and maximize revenues to the City. Discovery services will be conducted to identify and register businesses which are subject to licensure or taxation. Audit services will identify under reported tax liability for business and lodging providers. Collections Services will collect known debt from businesses that did not pay in full during the registration or renewal process. The scope of work to be performed will be mutually agreed upon by Service Provider and City prior to implementation.

2.1. **Discovery** – Discovery services are designed to identify entities subject to licensure/taxation that are not currently registered or otherwise non-compliant.

2.1.1. **Lead Identification** – Develop a list of entities subject to licensure/taxation within the City.

2.1.2. **Exception Resolution** – Compare the list to City registration databases to remove properly registered businesses and identify and remove other potential exceptions.

2.1.3. **Compliance Communication Process** – Initiate contact with confirmed entities through a series of City approved communication methods. Service Provider will make every effort to simplify the process for taxpayers, utilizing a variety of mediums for communication including mail, telephone, email, and web-site access. Potential non-compliant entities are notified of their options to comply

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or dispute their non-compliant status. Service Provider offers extended office hours for support via our Business Support Center available to taxpayers 8:00am – 5:00pm Monday - Friday.

2.1.4. **Document Submission / Processing** – Review Taxpayer submissions such as applications for completion and accuracy prior to processing. Collect additional documentation such as a home occupation permit and forward to other City departments either as a pre-requisite or as a courtesy for the taxpayer and other departments. All submissions are filed and stored electronically and made available to the City upon request.

2.1.5. **Invoicing** – Once application has been approved, invoice entity indicating detailed tax calculations and balances owed. Taxpayers are given the opportunity to pay their balances via mail, online, and other methods. Service Provider will provide Taxpayers continued access to the Business Support Center for any questions or disputes arising from the invoice process.

2.1.6. **Remittance** – Upon collection of all requirements including payment, application and other prerequisites, Service Provider will prepare a remittance package including payment documentation as well as copies of all taxpayer correspondence and relevant information. Remittances are done on no less than a monthly basis. Remittances packages done electronically via the Service Provider electronic remittance process will include Applications and other relevant information an electronic format. Revenues received are deposited into a Service Provider trust account and funds are distributed to the City in one payment net Service Provider's fees.

2.2. **Audit –** Audit services are designed to identify businesses that are registered but not properly reporting or paying the correct amounts. Services to be performed may include:

2.2.1. Identify potential underreporting and/or misclassified businesses by comparing City records with Service Provider business inventories.

2.2.2. Review/audit entities mutually agreed to by City and Service Provider that are identified as potential underreporting businesses or other entities requiring review.

2.2.3. Submit audit summaries to City staff and meet with staff to review and discuss further actions.

2.2.4. Educate businesses on proper reporting practices.

2.2.5. Invoice and collect identified deficiencies.

2.3. **City's responsibilities**

2.3.1. Data – City will provide its relevant business databases, such as the business license registry (registrations and payments), and any other information necessary for the compliance process or to facilitate Service Provider's invoicing of services, to Service Provider according to a schedule acceptable to both Service Provider and the City. City agrees to provide the data as long as this Agreement is active, and thereafter for so long as Service Provider's right to invoice for services rendered continues.

2.3.2. City agrees to use reasonable and diligent efforts to collect, or to assist Service Provider in the collection of, deficiencies identified by Service Provider pursuant to this Agreement.

CITY OF WILDOMAR
MEETING (CCR)
CONSENT CALENDAR
Agenda Staff Report # 1.17
Meeting Date: December 11, 2024

SUBJECT: Agreement with Southern California Edison (SCE) for Utility Relocation Design for the Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2)

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Jason Farag, Public Works Director

ACTION:
Authorize the Public Works Director to sign the Preliminary Design and Engineering Agreement with Southern California Edison for the design of utility relocations for the Bundy Canyon Rd. Improvement Project, Segment 2.

SUMMARY:
As part of the utility coordination for the Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2), Southern California Edison (SCE) has requested that the City pay an initial fee towards the design of their utility relocations.

BACKGROUND:
Included in the City's 5-Year Capital Improvement Program (CIP) is the design and construction of the Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2) (Project). The Project will reconstruct, realign, and widen Bundy Canyon Rd. between Oak Canyon Dr. and Harvest Way (west) to include four lanes, a striped center median, turn pockets, paved shoulders, a new traffic signal, a 15' multi-use trail/path, and other ancillary improvements.

To meet current design standards, the Project will realign portions of the existing roadway which will result in significant changes in elevation in certain locations. The changes in the roadway elevation requires utility companies to adjust their existing utilities to match the new roadway elevation.

The Project design is near completion and the City has been actively working with the utility companies impacted by the Project to coordinate the relocation of their utilities.

DISCUSSION:
Southern California Edison (SCE) has identified that some of their utilities within the Project area are classified as "billing," which means that SCE has prior rights to the City at the location of those utilities and the City would be responsible for the costs to relocate those utilities. In other areas, the City has prior rights and SCE is responsible for the costs to relocate those facilities. The utility relocations for this Project are more complex due to the significant elevation changes. As a result of this added complexity and because of SCE's identification that they have prior rights for certain areas, SCE has requested that the City pay a design fee of $18,300 towards SCE's design of the relocations. Costs for the actual

relocation of the utilities that SCE has identified as "billing" to the City are unknown at this time.

Included as Attachment A is a Preliminary Design and Engineering Agreement (Agreement) between the City and SCE for the payment requested by SCE. An invoice for the fee is included at Attachment B. To maintain the Project schedule and continue progress with SCE, staff recommends that the City Council authorize the Public Works Director to sign the Agreement. Along with executing the Agreement, staff will also submit the requested payment to SCE.

FISCAL IMPACT:
Funding for the Agreement/SCE fee will come from the existing Design/PS&E Project budget that was approved as part of the FY 24/25 budget. There is no impact to the General Fund.

ATTACHMENTS:
A - Preliminary Design and Engineering Agreement
B - Preliminary Design and Engineering Fee

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An EDISON INTERNATIONAL® Company

PRELIMINARY DESIGN AND ENGINEERING AGREEMENT

This Agreement is between Southern California Edison Company ("SCE") and
The City of Wildomar, ("Applicant").
(To Be Completed by Applicant)

Applicant may request that SCE, at a future date, perform work related to the installation, removal, relocation, rearrangement and/or replacement ("WORK") of SCE's electric service facilities at
Bundy Canyon Rd (Between Walnut Creek Rd and Harvest Way) in the City of Wildomar
Location (To Be Completed by SCE)
Relocation of Underground and Overhead Structures due to street widening (Final and Permanent Location as well as temp relocations during construction).
Design Description (To Be Completed by SCE)

Under this Agreement, Applicant requests that SCE estimate the cost to perform the WORK contemplated by the Applicant. In order to estimate the cost to perform the contemplated WORK, SCE must incur certain expenses for the preliminary design and engineering of the WORK. Applicant agrees to pay SCE for such expenses under the following terms and conditions:

1. Prior to SCE executing the preliminary design and engineering of the contemplated WORK, Applicant shall pay SCE the sum of $ 18,300.00 for expenses incurred by SCE.
(To Be Completed by SCE)

2. If Applicant desires SCE to perform the contemplated WORK, Applicant shall execute a separate written contract ("Contract") with SCE to perform the WORK. If Applicant and SCE enter into the Contract within one year from the date herein, the sum paid to SCE by Applicant pursuant to this Agreement shall be applied without interest to whatever sums are owed by Applicant pursuant to the Contract. The sums required by the Contract may include additional costs for revised design and engineering related to the WORK.

3. The sum paid by Applicant pursuant to this Agreement shall be forfeited to SCE if (a) Applicant requests SCE to perform the WORK but the WORK cannot be completed through no fault of SCE's; or (b) within one year from the date herein, Applicant fails to execute a Contract with SCE to perform the WORK.

4. SCE may require Applicant to pay an additional sum for design or engineering work pursuant to this Agreement if SCE must modify the scope of the preliminary design and engineering as a result of any change in the WORK.

5. This Agreement shall not be construed as a contract to provide electric service to Applicant or as a contract to perform the WORK contemplated by Applicant.

6. The signatory hereto represents that they have been appropriately authorized into this contract on behalf of the party for whom they sign. (N) (N)

TO BE COMPLETED BY APPLICANT
DATED: By _____ Signature _____ Name and Title For _____ Applicant

SOUTHERN CALIFORNIA EDISON®

An EDISON INTERNATIONAL® Company

Southern California Edison Company

23873 CLINTON KEITH RD
WILDOMAR CA 92595

Document #	7590586587
Invoice Term:	90 Days
Customer Name:	FARAG, JASON
Customer Email:	JFARAG@CITYOFWILDOMAR.ORG
Invoice Date:	10/22/2024
SCE Contact:	Lindsey Dawn Allred Young
Telephone:	
Install - Billing Option:	
District Address:	24487 PRIELIPP ROAD WILDOMAR CA

Description	Amount
Service Request Number 3649154 **Project Location:** BUNDY CYN RD & OAK CREEK RD XSTRT WILDOMAR CA 92595 **Project Description** **Invoice #** 562539	
Design #: 1687727 **Design Description** **Product #:** 2208999 - RELOCATE FACILITIES	
LABOR: This amount represents the total SCE labor required to complete the work request. In most cases, this labor amount will consist of construction labor and any additional labor required for completing the work request. The construction labor amount will typically consist of installation and service labor required for the work request. The additional labor amount will typically consist of labor for inspection, cable and equipment make-up, dead ending, traffic control, grounding, supervision, and switching. All applicable labor related overheads for items such as the design, engineering, and project management are also included in the total SCE labor amount.	**$0.00**
MATERIAL: This amount represents the total SCE material required to complete the work request. In most cases, this material amount will consist of construction material and any additional material required for completing the work request. The construction material will typically consist of installation and service material such as transformers, cable, conductor, poles, meters, riser, switches, fusing equipment, handholes, and cross-arms. All applicable material related overheads are also included	**$0.00**
OTHER: This amount represents the total SCE other costs required to complete the work request. In most cases, this other amount will consist of all additional requirements needed for completing the work request. This other amount typically consists of items such as Added Facilities one time charges, contractor work, rights check, and permits.	**$0.00**
TOTAL LABOR, MATERIAL, OTHER:	**$0.00**
CREDITS: This amount represents the total SCE credits required to complete the work request. In most cases, this credit amount will consist of: Salvage Credit Depreciation Credit JPA Credit Overhead Equivalent Credit	**$0.00**
TOTAL CREDITS:	**$0.00**
NET CONSTRUCTION BILLING / RELOCATION ADVANCE:	**$0.00**
TAX: 1. ITCC on Applicant Furnished — Tax Base (Taxable Amount):	$0.00
Tax Rate:	0.00%
Tax Amount:	**$0.00**
2. ITCC on Net Construction (Less Non Taxable Amount) — Tax Base (Taxable Amount):	$0.00
Tax Rate:	0.00%
Tax Amount:	**$0.00**
TOTAL TAX:	**$0.00**
DEPOSITS:	
Preliminary Design & Engineering Advance	$18,300.00
Previous Payment	$0.00
TOTAL DEPOSITS:	**$18,300.00**
COMMENTS: * Enclosed are two copies of your invoice. Please return one copy of the invoice with your payment to Accounts Receivable in the enclosed return-addressed envelope. The other copy of the invoice is for your records. * ALL PRICES ARE APPLICABLE FOR A PERIOD OF 90 DAYS FROM THIS DATE AND ARE SUBJECT TO CHANGE THEREAFTER. * All payments must be delivered by mail, an alternate postal method, or one of our electronic payment options. Walk-in payments are no longer accepted at any SCE location, including Accounts Receivable. * Please complete all applications and/or contracts and return to your planning office, using the enclosed return-addressed envelope. * If a street light work order is associated with this project, contracts for that project will be enclosed. .	
TOTAL PROJECT INVOICE AMOUNT:	**$ 18,300.00**

SOUTHERN CALIFORNIA EDISON®
An EDISON INTERNATIONAL® Company

Southern California Edison Company

23873 CLINTON KEITH RD
WILDOMAR CA 92595

Document #	7590586587
Invoice Term:	90 Days
Customer Name:	FARAG, JASON
Customer Email:	JFARAG@CITYOFWILDOMAR.ORG
Invoice Date:	10/22/2024
SCE Contact:	Lindsey Dawn Allred Young
Telephone:	
Install - Billing Option:	
District Address:	24487 PRIELIPP ROAD WILDOMAR CA

COMMENTS CONTINUED:

* Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance
* Call the Edison company at 1-800-655-4555 to make application for electrical service.
* An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection.
* Final electrical inspection from the local governmental building and safety department must be received before we can energize your service.
* By paying this invoice, customer acknowledges and agrees that if this project is canceled by customer for any reason or customer does not proceed with the project completion.
* Any expense incurred by SCE, including, but not limited to, expenses related to engineering, inspection and construction, prior to the project cancellation or completion will be deducted from any applicable refund due to the customer.
* To ensure worker and public safety, please maintain the appropriate clearance distance from utility infrastructure during your construction project to avoid encroachments that may result in serious injury or damage.
* If relocation of existing utility infrastructure is pending, please adjust your work around the proposed relocation schedule as appropriate. If you have any questions, please contact the designated SCE representative assigned to your project.

ADDITIONAL PAYMENT INSTRUCTIONS:

If paying by check, please follow instructions on payment stub

Instructions for wire or ACH payments:

JP Morgan Chase Bank
New York, NY
ABA#: 021000021 - Acct#: 323-394434
SCE Taxpayer ID No. 95-1240335
SCE Contact: Lindsey Dawn Allred You
Document #: 7590586587

***** Failure to properly identify your document number and SCE contact may delay the application of funds and initiation of your project**

Special Instructions for overnight delivery methods:

Southern California Edison
Attn: Accounts Receivable
8631 Rush Street G-53
Rosemead, CA 91770

Please detach and return payment stub with payment

Payment Stub

Please pay total amount now due: **$18,300.00**

Thank you for paying promptly

Make check payable to Southern California Edison

Document # 7590586587

FARAG, JASON

23873 CLINTON KEITH RD
WILDOMAR CA 92595

ATTN: Accounts Receivable
PO Box 800
Rosemead, CA 91771-001

CITY OF WILDOMAR
MEETING (CCR)
PUBLIC HEARING
Agenda Staff Report # 2.1
Meeting Date: December 11, 2024

SUBJECT: Allocation of Community Development Block Grant (CDBG) Funds for Fiscal Year 2025/2026 Program Year

SUBMITTED BY: Cameron Luna, Associate Engineer

PREPARED BY: Jason Farag, Public Works Director

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2025 / 2026

SUMMARY:
The City Council will make a final funding decision for Community Development Block Grant (CDBG) Funds for Fiscal Year 2025/2026.

BACKGROUND:

The City of Wildomar has the opportunity to apply to the Riverside County Economic Development Agency (EDA) to receive an allocation of Federal Community Development Block Grant (CDBG) funds for Fiscal Year 2025/26. This program is funded by the U.S. Department of Housing and Urban Development (HUD). The overall goal of the CDBG grant program is to develop viable urban communities by providing decent housing and a suitable living environment, primarily for low and moderate income persons. It also includes funding for non-profit service organizations that meet HUD criteria.

In order to qualify, a CDBG-funded project must satisfy one of three national program objectives as required by HUD. These three areas are as follows:

- Provide a benefit to low and moderate (low-mod) income persons;
- Prevent or eliminate slums and blight; or
- Meet other urgent community development needs due to natural disasters or other emergencies

Examples of eligible activities include:

- Public Services such as: senior services, disabled and handicapped services, child care services, youth services, etc.
- Public Improvements such as: streets, curbs, gutters, sidewalks, streetlights, park and recreation facilities, etc.
- Housing Services such as: home improvement programs for low-mod households, including senior repair and home rehabilitation

Examples of ineligible activities include:

- General Government expenses
- Political or Religious Activities
- Purchase of personal equipment such as fixtures, motor vehicles, etc.

The CDBG program primarily funds non-profits 501(C) (3) organizations, higher education institutions, cooperating cities, and other government agencies/special districts. The City of Wildomar qualifies as a "cooperating city."

DISCUSSION:

The City Council annually approves the amounts and types of CDBG funded programs for the upcoming fiscal year allocation (i.e., FY 25/26). As set forth by Riverside County EDA, in order to ensure effective, efficient and appropriate allocation and use of CDBG funds, the County may reject proposed activities/proposals that are less than $5,000.

Staff was informed by County EDA that the City's FY 2025/26 CDBG allocation is $132,000 of which a maximum of 14%, or $18,480, can be allocated by the City Council towards non-profit public service organizations/projects that meet one of the three national program objectives noted above. The remaining funds ($113,520) can be allocated to City proposed capital improvement projects within the CDBG low-mod target area (Attachment B).

On October 31, 2024, the City notified the general public and local non-profit organizations of the opportunity to apply for CDBG funds for Fiscal Year 2025/26. The City also hosted the Notice of Funding Availability on the City website, sent out emails to subscribers of the City's Newsletter, and made posts on the City's social media page. The application period to submit applications/proposals lasted 32 days (federal guidelines require a minimum 30 days) from October 31, 2024 to December 2, 2024. The City did not receive any applications prior to the filing deadline. Therefore, staff recommends the entire $132,000 allocation for FY 25/26 be used towards City capital improvement projects within the low-mod area.

City Capital Improvement Projects

Staff recommends that the Fiscal Year 2025/26 CDBG funds of $132,000 be applied towards the City's current "Mission Trial Sidewalk Project - Phase III" (CDBG # 1.WD.19-17, City CIP 044-3) (Project) which is an important sidewalk improvement along Mission Trail within the City's Low-Mod CDBG Target Area of Sedco Hills. This project has received funds in prior years which were used to pay for eligible design services and construction of Phases I and II of the project from Olive St. to Elberta Ave. The current allocation will be applied to the existing CDBG account balance to help fund construction of the sidewalk improvements. Riverside County EDA has committed to working with the City to find additional funds within their CDBG program to fully fund the sidewalk improvements. If approved by the City Council, the sidewalk project application will be forwarded to EDA for final approval and allocation. The City has also requested from EDA that future fiscal years of CDBG allocation be advanced to fully fund the Project. The Engineer's estimate for the construction of the Project is $800,000.

In accordance with CDBG Guidelines, on November 30, 2024 the City published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the December 11, 2024 public hearing to be held by the City Council to discuss the Fiscal Year 2025/26 CDBG program applications.

FISCAL IMPACT:

Upon approval of the City's funding application by EDA, an additional $132,000 of CDBG funds will be available for the City to allocate to CIP 044-3. There is no fiscal impact to the City's General Fund.

ATTACHMENTS:

Resolution
A - 2025/2026 CDBG City Application
B - Low Mod Map

RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2025/2026

WHEREAS, the City of Wildomar (City) receives an annual allocation of Community Development Block Grant (CDBG) funds from the Riverside County Economic Development Agency via the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City is being awarded/allocated $132,000 in CDBG funds for Fiscal Year 2025/2026 projects; and

WHEREAS, under CDBG guidelines, the City may allocate up to 14% ($18,480) of the FY 2025/2026 CDBG allocation for public service projects that meet the CDBG criteria; and

WHEREAS, on October 31, 2024, the City notified the general public and local non-profit organizations by posting on the City's website, social media platforms, and email newsletter regarding the Fiscal Year 2025/2026 CDBG allocation process; and

WHEREAS, the City accepted CDBG applications during the required minimum 30-day application period which commenced on October 31, 2024 and concluded on December 2, 2024; and

WHEREAS, city staff did not receive any CDBG applications submitted by non-profit organizations competing for FY 2025/2026 funds prior to the filing deadline; and

WHEREAS, the City Council has determined that the remainder of the CDBG funding shall be used for "Mission Trail/Sedco Sidewalk Project – Phase III" located in the City's CDBG target area; and

WHEREAS, the City Council approves the submittal of the City's program to the County of Riverside; and

WHEREAS, in accordance with HUD guidelines, the Planning Department, on November 30, 2024 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the December 11, 2024 City Council meeting at which time the City Council would consider all CDBG project applications for the FY 2025/2026 program year; and

WHEREAS, on December 11, 2024, the City Council conducted the duly noticed public hearing at which time interested public service organizations had an opportunity to present their CDBG program proposals and at which time the City Council received public testimony concerning said CDBG program proposals.

NOW, THEREFORE, the City Council of the City of Wildomar does hereby resolve, determine and order as follows:

SECTION 1. Non-Profit Public Service Funds:

The City Council did not receive any applications from non-profit public service organizations prior to the filing deadline.

SECTION 2. Public Improvement Project:

The City Council has determined that $132,000 of the Fiscal Year 2025/2026 CDBG Funds are allocated to the Mission Trail/Sedco Sidewalk Project – Phase III.

SECTION 3. City Council Action:

The City Council hereby adopts this resolution resolving the following:

1. That the City Manager is hereby authorized to submit the required CDBG applications to the Riverside County Economic Development Agency (EDA) for further review as part of the Fiscal Year 2025/2026 CDBG Program; and

2. That the City Manager is authorized to execute all documents, including supplemental agreements, with the Riverside County Economic Development Agency (EDA) necessary to carry out the intent of this resolution.

PASSED, APPROVED AND ADOPTED this 11th day of December, 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

ATTACHMENT A

CITY OF WILDOMAR APPLICATION

2025-2026 CDBG ALLOCATION

COUNTY OF RIVERSIDE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

APPLICATION FOR CITY OF WILDOMAR

2025-2026 CDBG ALLOCATION

I. GENERAL INFORMATION

Applying Organization Name: City of Wildomar

Type of Organization: Non-Profit Organization ☑ Faith Based Organization ☐

For-Profit Organization ☐ Institution of Higher Education ☐

Organization Address: 23873 Clinton Keith Road,Suite #110

City: Wildomar Zip Code: 92595

Mailing Address: 23873 Clinton Keith Road,Suite #110

City: Wildomar Zip Code: 92595

Telephone Number: 951-677-7751, Ext 213 Fax Number: 951-698-1463

Executive Director: Daniel York, City Manager

Telephone Number: 951-677-7751, Ext. 209 E-mail: dyork@wildomar.gov

Program Manager: Matthew Bassi

Telephone Number: 951-677-7751, Ext 213 E-mail: mbassi@wildomar.gov

Grant Writer: N/A

Address *(If different from above)*: N/A

Telephone Number: N/A E-mail: N/A

II. ORGANIZATIONAL HISTORY (*This is applicable only if you are a non-profit organization)*

Date Organization founded: July 1, 2008

Date Organization incorporated as a non-profit organization ***(Attach Articles of Incorporation and Bylaws):*** July 1, 2008

Federal identification number: 26-2911486

DUNS Number:

Organization Web Address: www.wildomar.gov

Does your Organization expend $750,000 or more a year in federal funds? Y ☑ or N ☐

Number of paid staff: 47+

Number of volunteers: n/a

Members/Board of Directors ***(Attach):*** Wildomar City Council

III. PROJECT ACTIVITY

A. Name of Project: Sedco Sidewalk Project - Phase 3

B. Specific Location of Project
(*Attach Project Map - include street address; if a street address has not been assigned provide APN)*
Street or APN: East side of Mission Trail between Elberta Road and Malaga Road
City: Wildomar Zip Code: 92595

C. CDBG Funds Requested: $800,000 (CDBG Advancen *(total amount for the project only)*

D. Where will the proposed activity occur (be specific as to the geographic boundaries)? If the project involves a new or existing facility, what is the proposed service/benefit area for the facility?
East side of Mission Trail between Elberta Road and Malaga Road, in the public right-of-way

E. In which City (ies)/Communities does the activity occur?
City (ies): City of Wildomar

Community (ies): Sedco Hills Low Mod Community

NOTE: HWS will make the final determination of the appropriate service area of all proposals.

F. If this project benefits residents of more than one community or jurisdiction, have requests been submitted to those other entitlement jurisdictions? (i.e., County district(s) 1st, 2nd, 3rd, 4th, and/or 5th, City of Palm Springs, City of Moreno Valley, City of Riverside, etc.)
N/A

G. Check ONLY the applicable category your application represents.

☐ Public Service

☐ Homeless Activities

☐ Real Property Acquisition (Must consult with HWS prior to submitting application)

☐ Housing

☐ Rehabilitation/Preservation (please provide picture of structure) Public

☐ Facilities (construction)

☑ Infrastructure (i.e. Streets, Sewer, Sidewalk, etc.)

☐ Other: (provide description) _____

H. Respond to A & B only if this application is for a *public service* project.

(a) Is this a NEW service provided by your agency? Yes ☐ No ☐

(b) If service is not new, will the existing public service activity level be substantially increased or improved?

N/A

IV. PROJECT NARRATIVE

A. Provide a detailed Project Description. The description should only address or discuss the specific activities, services, or project that is to be assisted with CDBG funds. If CDBG funds will assist the entire program or activity, then provide a description of the entire program or activity:

Construction of approximately ¼ mile of sidewalk on Mission Trail. Construct sidewalk, curb and gutter, remove and replace existing driveway approaches, remove and replace existing asphalt concrete, adjust utility boxes and meters to grade, relocate power poles, construct Class II Bike Lane, and replace pavement striping and legends. This represents the 3rd and final Phase of the Sedco Sidewalk project. The prior two phases were previously funded with CDBG monies. As a result of the Phase 3 sidewalk gap closure, there would be a continuous, walkable pedestrian path from Olive St to the City limits, While also connecting the low/mod community to Malaga Gateway Park, a project also funded with CDBG monies.

The Project is not creating additional travel lanes and is only improving the existing street and improving roadway safety for all users by adding designated street parking, sidewalk, bike lanes, crosswalks, and drainage improvements.

The Project is currently approved for FY 24/25 Funds. The City is requesting FY 25/26 Funds also be allocated for the project. The City is requesting an advancement of additional FY funds be considered to complete the project.

B. Provide a detailed description of the proposed use of the CDBG funds only (e.g. client scholarships, purchase of specific equipment, rent, supplies, utilities, salaries, etc.):

The proposed use of CDBG funds would be for Construction costs. This includes bid items in the construction contract, and construction admin/inspection costs. Bid items include (but are not limited to) sidewalks, curb ramps, curb and gutter, driveway approaches, asphalt concrete, adjust utility boxes and meters to grade, striping and signage, mobilization, demobilization, and public notification.

C. What are the goals and objectives of the project, service, or activity? How will you measure and evaluate the success of the project to meet these goals and objectives (measures should be qualitative)?

The goal of this project would be to provide safe and adequate pedestrian sidewalks along Mission Trail in the Sedco low/mod area. Currently no ada compliant walking path exists nor a path for bicyclists on the Wildomar side of the street. Residents in the low/mod area have limited ability to walk or ride to several nearby destinations. The improvements would transform the entire area by providing Wildomar and Lake Elsinore residents with safer ped/bike infrastructure, encouraging them to walk or bike instead of using their vehicle. On Mission Trail, there is also an RTA Bus Route, where riders would benefit from a new walking path to get to their bus stop.

The measure of success will be completion of Phase 3 of this multi-year project, which would tie together four CDBG projects (3 already completed) together. This would lead to improved community health conditions through increased physical activity. the project will also contribute to improved air quality as residents would reduce vehicular use for short trips.

D. Please identify the project milestones using an Estimated Timeline for Project Implementation:

If additional funds are advanced:
Complete Project Bid Package - 2 months
Advertise Project for Construction- 2 months
Award Project Construction Contract - 1 month
Notice to Proceed for Construction - 1.5 months
Complete Construction - 3 months
Notice of Completion for Construction - 1 month
Submit Final Funding Reimbursements - 1.5 months

V. PROJECT BENEFIT

A. Indicate the number of people or households that will directly benefit from your proposal using CDBG funds: *Note: This is based on the expected number of clients to be served if the County funds your project for the requested amount.*

Mission Trail is the primary road for which the City's low/mod area residents take access from. The Phase 3 project will benefit the community by providing a safer route of travel for pedestrians and bicyclists, where collision history is significant. Improving the mobility of non vehicular uses ultimately removes barriers for them to access much-needed resources, and in turn, improving air quality and creating a healthier community through increased walking and biking.

B. Indicate the number of unduplicated clients that will be served *(An unduplicated client is counted only once, no matter how many direct services the client receives during a funding year):*

N/A

C. Length of proposed CDBG-funded activities or service (weeks, months, year):

1 year

D. Service will be provided to (check one or more):

- ☑ Men
- ☑ Women
- ☐ Children (Range of children's ages :_____)
- ☐ Homeless (Number of beds at facility :_____)
- ☐ Seniors
- ☐ Severely Disabled Adults
- ☐ Migrant Farm Workers
- ☐ Families

E. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

Public Engagement sessions were utilized in two prior grant applications submitted for the state's active transportation program (ATP), which included collecting online surveys for Mission Trail. During the development of the City's Mobility Plan and Active Transportation Plan, Six Technical Advisory Committee meetings with local stakeholders and Walk Audits were held throughout the city. Community members would be invited to participate in the ribbon cutting of the public street facilities upon construction completion.

F. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

The City is highly-committed to the Phase 3 project, as it has already completed:

1) Design of plans, specifications, and estimates

2) Environmental (CEQA) adoption

3) Utility Coordination and Right of Way Agreements with impacted Utilities

4) Submitted multiple non-CDBG grant applications for construction funding

5) Other Safety Improvement Projects along Mission Trail recently awarded with SS4A and HSIP funding for constructing pedestrian and bicycle improvements

The proposed CDBG-funded activity is readily able to start if additional funds are advanced.

VI. National Objective

All CDBG-funded activities must meet at least one of the following National Objectives of the CDBG program. Indicate the category of National Objective to be met by your activity.

CATEGORY A: Benefit to low-moderate income persons (must be documented). Please choose either subcategory 1 or 2:

1. Limited Clientele:
   The project serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low-moderate income persons.

   N/A

2. Clientele presumed to be principally low- and moderate-income persons:
   The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories.

   The activity will benefit (check one or more)

☐ Abused children	☐ Homeless persons
☐ Battered spouses	☐ Illiterate adults
☐ Elderly persons	☐ Persons living with AIDS
☐ Severely disabled adults	☐ Migrant Farm workers

a. Describe the clientele above to be served by this activity:

   N/A

b. Discuss how <u>this project</u> directly benefits low- and moderate- income residents:

   N/A

<u>CATEGORY B</u>: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. ***(Applicant is welcome to contact a County of Riverside, HWS CDBG Program Manager for Census Information)***

2020 Census Tract and Block Group numbers:

464.04

Block 1

Total population in Census Tract(s) / block group(s): 1550

Total percentage of low-moderate population in Census Tract(s) / block group(s): 63.5%

CATEGORY C: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons.

Proposed Job Creation/Retention

Total Jobs Expected to Create: N/A

Total Jobs Expected to Retain: N/A

CATEGORY D: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income.

Proposed Assistance to Businesses

New Businesses expected to assist: N/A

Existing Businesses expected to assist: N/A

Enter Total Businesses expected to assist: N/A

VII. FINANCIAL INFORMATION

A. Proposed Project Budget

Complete the following annual program budget to begin July 1, 2025. If your proposed CDBG-funded activity will start on a date other than July 1, 2025, please indicate starting date. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the specific activity for which you are requesting CDBG funding - NOT for the budget of the "entire" organization or agency. **(Note: CDBG funds requested must match amount requested in Project Activity, C above.)**

(EXAMPLE: The Valley Senior Center is requesting funding for a new Senior Nutritional Program. The total cost of the program is $15,000 and $10,000 in CDBG funds is being requested for operating expenses associated with the proposed activity. The total Activity/Project Budget will include $5,000 of other non-CDBG funding and $10,000 in CDBG funds for a Grand Total of $15,000).

	TOTAL ACTIVITY/ PROJECT BUDGET (Include non-CDBG Funds and CDBG Funds)	**CDBG FUNDS REQUESTED-Only**
I. Personnel		
A. Salaries & Wages	$	$
B. Fringe Benefits	$	$
C. Consultants & Contract Services	$ 80,000	$
PERSONNEL SUB-TOTAL	**$ 80,000**	**$**

II.	Non-Personnel		
	A. Space Costs	$	$
	B. Rental, Lease or Purchase of Equipment	$	$
	C. Consumable Supplies	$	$
	D. Travel	$	$
	E. Telephone	$	$
	F. Utilities	$	$
	G. Other Costs	$	$
	NON-PERSONNEL SUB-TOTAL:	**$**	**$**
III.	Other		
	A. Architectural/Engineering Design	$ 10,000	$
	B. Acquisition of Real Property	$	$
	C. Construction/Rehabilitation	$	$ 800,000
	D. Indirect Costs	$ 10,000	$
	E. Other	$	$
	OTHER SUB-TOTAL:	**$ 20,000**	**$ 800,000**
	GRAND TOTAL:	**$ 100,000**	**$ 800,000**

B. Leveraging

List other funding sources and amounts (commitments or applications) which will assist in the implementation of this activity. Current and pending evidence of leveraging commitments/applications must be submitted with application. **(Attach)**

Federal:

State/Local: Measure AA (local funds) - $100,000

Private:

Fees:

Donations:

Other:

C. What type of long-term financial commitment is there to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

City would be responsible for maintenance and preservation of the constructed sidewalk, bike lane, and curb and gutter among all other infrastructure items now located in the public right of way.

D. Provide a summary by line item of your organization's previous year's income and expense statement. **(Attach)**

N/A

E. Does this project benefit residents of more than one community or jurisdiction, have requests been submitted to those other jurisdictions? Yes ☐ No ☑

If yes, identify sources and indicate outcome.

N/A

If no, please explain.

N/A

F. Was this project or activity previously funded with CDBG? Yes ■ No ☐

If yes, when?

Malaga Gateway Park (located at corner of Mission Trail/Malaga Road) - 2018
Mission Trail/Sedco Sidewalk Phase 1 - 2019, Mission Trail/Sedco Sidewalk Phase 2 - 2020
FY 2024/2025 CDBG Funds were approved for this project

Is this activity a continuation of a previously funded (CDBG) project? Yes ☑ No ☐

If yes, explain:

This represents the 3rd and final Phase of the Sedco Sidewalk project, from Elberta Ave to Malaga Road. Malaga Gateway Park is located at corner of Mission Trail/Malaga Road. Phase 2 of the sidewalk project constructed a sidewalk from Sedco Blvd to Elberta Ave, while Phase 1 constructed a sidewalk from Olive St to Sedco Blvd. All 3 prior projects were funded with CDBG monies. FY 2024/2025 CDBG Funds were approved for this project

VIII. MANAGEMENT CAPACITY

A. Describe your organization's experience in managing and operating project or activities funded with CDBG or other Federal funds.

The City has a recent history of successfully delivering CDBG funded projects in our low/mod area. This includes timely reimbursement requests during the progress of our projects. The prior two phases of the Sedco Sidewalk Project were completed on time and under budget. The cost efficiencies in those two projects allowed the City to complete design of Phase 3 of the project.

B. Management Systems

Does your organization have written and adopted management systems (i.e., policies and procedures) including personnel, procurement, property management, record keeping, financial management, etc.?

Personnel - Yes

Procurement - Yes

Property Management - Yes

Record Keeping - Yes

Financial Management - Yes

C. Capacity

Please provide the names and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project.

The following City staff were involved in the successful delivery of past CDBG Projects:

Dan York - City Manager, CDBG Executive Director

Matt Bassi - Planning Director, CDBG Program Manager

Jason Farag - Public Works Director

Cameron Luna - Associate Engineer, Project Manager

Adam Jantz - Finance Manager

IX. APPLICATION CERTIFICATION

Undersigned hereby certifies that (check box after reading each statement and digitally sign the document):

1. The information contained in the project application is complete and accurate. ✔

2. The applicant agrees to comply with all Federal and County policies and requirements imposed upon the project or activity funded by the CDBG program. ✔

3. The applicant acknowledges that the Federal assistance made available through the CDBG program funding will not be used to substantially reduce prior levels of local, (NON-CDBG) financial support for community development activities. ✔

4. The applicant fully understands that any facility built or equipment purchased with CDBG funds shall be maintained and/or operated for the approved use throughout its economic life, pursuant to CDBG regulation. ✔

5. If CDBG funds are approved, the applicant acknowledges that sufficient non-CDBG funds are available or will be available to complete the project as described within a reasonable timeframe. ✔

6. On behalf of the applying organization, I have obtained authorization to submit this application for CDBG funding. **(DOCUMENTATION ATTACHED Minute Action and/or written Board Approval signed by the Board President)** ✔

DATE: 12/05/24

Signature: Matthew Bassi

Print Name/Title Authorized Representative: Matt Bassi, Planning Director

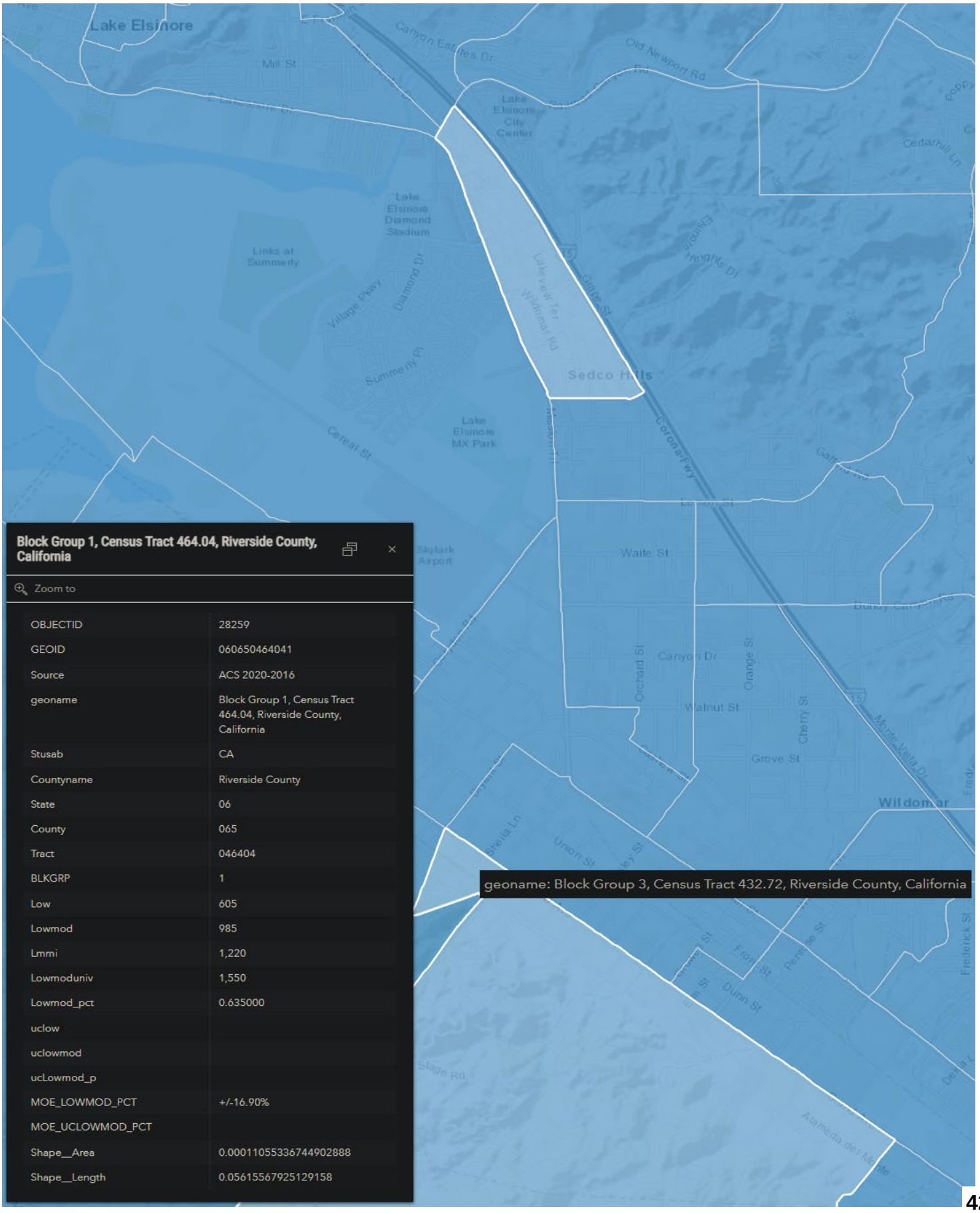
CHECK-LIST:

The following required documents listed below have been attached. Any missing documentation to the application will be cause for the application to be reviewed as INELIGIBLE.

Yes	No	ATTACHMENT
☐	☐	1. Members/Board of Directors
☐	☐	2. Articles of Incorporation and Bylaws
☐	☐	3. Project Activity Map
☐	☐	4. Project Benefit, Category B, Low Mod Area Maps **(Attach if applicable)**
☐	☐	5. Leveraging (Current evidence of commitment)
☐	☐	6. Income and Expense Statement
☐	☐	7. Management Capacity (Detailed organizational chart)
☐	☐	8. Board Written Authorization approving submission of application

ATTACHMENT B

Low/Mod Income Target Area Map



OBJECTID	28259
GEOID	060650464041
Source	ACS 2020-2016
geoname	Block Group 1, Census Tract 464.04, Riverside County, California
Stusab	CA
Countyname	Riverside County
State	06
County	065
Tract	046404
BLKGRP	1
Low	605
Lowmod	985
Lmmi	1,220
Lowmoduniv	1,550
Lowmod_pct	0.635000
uclow	
uclowmod	
ucLowmod_p	
MOE_LOWMOD_PCT	+/-16.90%
MOE_UCLOWMOD_PCT	
Shape__Area	0.00011055336744902888
Shape__Length	0.05615567925129158

SUBJECT: Provide an Additional Health Benefit Allotment for Employees Covering One or More Dependents, Using Current Excess Budgeted Health Benefit Allotment

SUBMITTED BY: Emily Wolf, Human Resources & Risk Manager

PREPARED BY: Emily Wolf, Human Resources & Risk Manager

ACTION:
Adopt a resolution entitled:

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, PROVIDING ADDITIONAL HEALTH BENEFIT ALLOTMENT FOR PLAN YEAR 2025 USING CURRENT BUDGETED FUNDS FOR HEALTH PREMIUMS

SUMMARY:

This item provides an additional Health Benefit Allotment for employees providing health coverage for themselves and their dependents, using leftover funds already budgeted for this use.

BACKGROUND:

The City of Wildomar contracts with the California Public Employee Retirement System (CalPERS) for medical benefits. On June 16, 2024, CalPERS released its health plan premiums for the 2025 Plan Year. The new plan year reflects an average 9% increase for medical premiums, particularly for employees covering one or more dependents on their medical plans.

DISCUSSION:

The City currently budgets for and provides a Health Benefit Allotment for all employees, with the amount of the allotment varying based on the number of dependents the employee is covering. Each year, during the open enrollment period, employees can make changes to how they use their Health Benefit Allotment and which lines of coverage they wish to provide for themselves and/or their dependents. However, the Health Benefit Allotment may only be used on pre-tax insurance premiums and pre-tax flexible accounts for dependent and health care. The open enrollment period for the 2025 plan year has closed and no additional changes may be made outside of a qualifying event like the birth of a child or a marriage. There are several employees, that are classified employee only, were unable to spend the full Health Benefit

Allotment available to them. In this year's case, that has left the Employee Only allocation overfunded, and excess budgeted funds available.

After calculating the benefit selections for all employees, there is an excess portion of the Health Benefit Allotment that has already been budgeted specifically for health benefit premiums. In order to help mitigate the increases to health coverage, staff recommends using those budgeted and excess funds to provide an additional allotment to employees who are providing medical coverage for themselves and their dependents. The additional allotment would only be applied to medical, dental or vision coverage, and cannot be applied to any voluntary lines of coverage. Additionally, in keeping with current policy, no excess amount of the allotment may be cashed out to any employee.

Staff recommends providing an additional $250 per month for Employee +1 coverage and an additional $550 per month for Employee + Family coverage, for the 2025 Plan Year. If approved, this additional allotment would begin with the first payroll deduction in December 2024 for the 2025 Plan Year, as premiums are collected one month in advance.

FISCAL IMPACT:

This additional allotment does not require any additional appropriation for most of the funds, as sufficient funds are available for Health Benefit Allotments. Fund 120 will need a one-time subsidy in the amount of $850 from the General Fund excess budget for the remainder of Fiscal Year 2024-25.

ATTACHMENTS:

A. Resolution Benefit Allotment

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, PROVIDING ADDITIONAL HEALTH BENEFIT ALLOTMENT FOR PLAN YEAR 2025 USING CURRENT BUDGETED FUNDS FOR HEALTH PREMIUMS

WHEREAS, On June 16, 2024, CalPERS released its health plan premiums for the 2025 Plan Year, reflecting substantial increase for a second consecutive year;

WHEREAS, affordable health benefits continue to be essential for maintaining a safe and healthy workplace and play a key role in employees' decisions about where to work; and

WHEREAS, the City wishes to allocate the unused funds previously adopted in the FY24/25 budget for benefits in order to provide an additional allotment for the 2025 Plan Year to employees with "Employee +1" and "Employee +Family" medical coverage, that may be used toward medical, dental and vision premiums only, based on employee selections made during the Open Enrollment period for the 2025 Plan Year. No changes shall be made to benefit elections as a result of this resolution, except where allowed by law.

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

SECTION 1. HEALTH BENEFIT ALLOTMENT. Effective for the 2025 Plan Year deductions, the City shall provide the following additional monthly health benefit allotment as described below for Plan Year 2025 only:

Type of Coverage	Additional Monthly Amount up to
Employee + 1 dependent	$250
Employee + 2 or more dependents	$550

Employees shall not receive a cash-out of any remaining balance from their monthly health benefit allotment, nor may they use any of the remaining balance from this additional allotment to purchase any voluntary benefits.

PASSED, APPROVED, AND ADOPTED this 11th day of December 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

SUBJECT:

Amend the Existing Pay Plan to Bring All Classification Compensations to Median and Add New Classifications, Add New Position Classification Descriptions, and Revise the Position Classification Schedule

SUBMITTED BY: Emily Wolf, Human Resources & Risk Manager

PREPARED BY: Emily Wolf, Human Resources & Risk Manager

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2024 -_____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING FIVE NEW CLASSIFICATION DESCRIPTIONS; APPROVING THE POSITION CLASSIFICATION SCHEDULE TO INCLUDE FIVE NEW CLASSIFICATIONS, REMOVING THE PRINCIPAL ENGINEER/CITY ENGINEER CLASSIFICATION, AND ADD THE RETIRED ANNUITANT TITLES; AND AMENDING THE EXISTING PAY PLAN TO INCLUDE THESE POSITIONS, AS WELL AS BRING ALL POSITION COMPENSATIONS UP TO MARKET MEDIAN AND ADJUST FOR COMPACTION BY JANUARY 1, 2026

SUMMARY:

This item adjusts the City's pay plan, bringing all position compensations to median and adjusting for compaction by January 1, 2026, through a three-phase approach. It also adds five new classifications, updates the Retired Annuitant titles to include seven more classifications and removes the Principal Engineer/City Engineer classification from the Position Classification Schedule. It also approves classification descriptions for Planning Manager, Principal Planner, Senior Public Works Inspector, Supervising Public Works Inspector, and City Clerk – MMC Certified.

BACKGROUND:

The City of Wildomar regularly evaluates staffing and structure to promote organizational efficiency and deliver enhanced customer service to the community. As such, the City may need to make adjustments periodically to support these goals and to continue to provide a high level of service to the community. Recent recruitment and retention have been challenging, with applicants who have turned down offers, and separating employees citing insufficient pay as the major factor. As such, the City has conducted a compensation study and reviewed all positions for growth opportunities and succession planning.

DISCUSSION:
The City contracted with a consultant in early 2022 to complete a classification and compensation study. At the time, this study provided an in depth look at the necessary classification updates to provide efficient City services. While many of the classifications are still applicable, additional updates are needed as the City evolves. Recent recruitment and retention conditions have highlighted the need for an updated compensation study and a review of positions for succession planning.

Staff conducted a new compensation study which reviewed all of the current classifications and compared compensation to the salaries of 12 cities in the surrounding area. Staff also analyzed each city's population and calculated their budgeted salary to population ratio. The average city's budgeted salary to population ratio among the selected cities is $372 of salary for every one resident. The City of Wildomar currently budgets $127 of salary per every one resident. The average number of full-time equivalent positions among the selected cities is 283.34, or one employee for every 497.88 residents. The City of Wildomar currently has 54 full-time equivalent positions, equating to one employee for every 689 residents. The City of Wildomar staff is successfully servicing more residents per employee than almost all other cities surveyed.

This new compensation study looks at the median pay for each classification at the top step. This is a common compensation study practice. Median is the exact middle point of the salaries between the highest and lowest paying cities for each classification. The salaries of 67 City classifications were reviewed. Of these 67 classifications, 30 City classifications were 10% or more below median and 13 City classifications were 15% or more below median, with an average of all positions at 9.25% below median. Six of the City's sixty-seven classifications are currently paid at or above median.

The City of Wildomar runs a lean staffing model, requiring staff to be exceedingly skilled and able to contribute to the high level of customer service our residents deserve. Providing competitive wages helps the City attract and hire knowledgeable and experienced candidates. In order to attract a competitive pool of candidates, staff recommends bringing all position compensations up to median, and factoring in compaction between the classification series to ensure recognition of advanced levels in the series. Compaction is the pay difference within the classification series, such as the difference in pay between a Senior Building Inspector and the Building Inspection Supervisor.

Although competitive wages are an important factor, even more so is the City's fiscal responsibility. As such, staff is recommending a phased in approach. It is recommended that the first phase would go into effect January 1, 2025, and would consist of the classifications which have been the most difficult to recruit. These positions, such as the Senior Engineer classification are still vacant. Other positions, such as the Building Inspection classification series are extremely under market, based on the compensation analysis. In total, staff recommend increasing 18 classifications to reach median compensation in this first phase. This would include those position compensations that are well below median, as well as adjustments to other classifications in those series in order to address compaction.

Phase two is recommended to go into effect July 1, 2025, brings all other classifications, except for the Executive Group, up to median compensation, and adjusts for compaction. Once this phase is implemented, 84% of the City staff will be competitively compensated in

comparison to the cities in the area. Finally, it is recommended that on January 1, 2026, phase three would incorporate the Executive Group, bringing these classifications to median and addressing the appropriate compaction within the pay plan structure. As the City Manager's compensation is comprised from a separate contract, the City Manager classification is not recommended to be adjusted in any of these phases.

Recruitment and retention efforts rely on many factors. The current job force is leaving their current employer in search of more pay, opportunities for growth, and a work modality that fits their lifestyle. The City has already implemented a procedure for staff to request the opportunity to work remotely for a portion of their weekly schedule. The compensation adjustments above provide financial incentives to stay with the City of Wildomar and continue to build on the experience and knowledge for which the City has already invested. Finally, providing a clear career path, as well as the opportunity to branch off into other areas has been an intentional focus when reviewing job classifications. Staff has identified three classification series in which expansion is needed. Staff is recommending adding the positions of Planning Manager, Principal Planner, Supervising Public Works Inspector, Senior Public Works Inspector, and City Clerk – MMC Certified, as well as removing the Principal Engineer/City Engineer classification. These classification updates are not intended to create any newly funded positions, but instead provide opportunities for growth as staff longevity increases and skill levels rise. The removal of the Principal Engineer/City Engineer classification will provide accuracy within the classification structure for the City Engineer title.

One last administrative cleanup item is to include the Retired Annuitant classifications at the different levels of assistance that may be needed, along with the coordinating pay grades. CalPERS recently held a meeting where they discussed the importance of listing Retired Annuitants separately and with an appropriate range of pay. Previously, the Pay Plan provided a range of $20 per hour to $100 per hour to account for the different levels of extra help that may be needed. The Pay Plan now calls out the different levels of help, such as clerical, analyst, executive, etc., and identifies the pay according to the appropriate level of help.

Finally, AB 2561 goes into effect January 1, 2025. This new law requires public agencies to assess and address vacancy rates in order to help avoid the negative effects of understaffing on the delivery of public services as well as on public employees. Agencies are required to track job vacancies, annually and present information on the status of the vacancies and the agency's recruitment and retention efforts at a public hearing before City Council. The City must also identify, during the public hearing, any policies, procedures, and recruitment activities that may present obstacles in the process and potential changes that may alleviate such obstacles. These presentations must be done prior to the adoption of the City's biennial budget. As such, it is recommended that a compensation study be completed every two years and presented during the required public hearing, prior to the biennial budget. It is recommended that this study will represent the compensation study for the Fiscal Year 2025/26 and 2026/27 Biennial Budget.

FISCAL IMPACT:

The fiscal impact for Phase 1 of the compensation adjustment is $68,083 for the remainder of Fiscal Year 2024/25. Below is a table of the additional funds needed for each account, which includes salaries and pension, for the remainder of Fiscal Year 2024/25.

Account	100 General Fund	200 Gas Tax	201 Measure A	204 Waste Services	601 LLMD 89-1C	Total
Amount	$49,660	$2,905	$13,736	$891	$891	$68,083

Phases 2 and 3 will impact Fiscal Year 2025/26 with an increase of $556,323 across all funds for salary and pension costs combined. Those funds will be appropriated in the new budget allocations.

ATTACHMENTS:

A Resolution Approving the Pay Plan and Adding New Positions
Exhibit A - Position Classification Descriptions
Exhibit B - Position Classification Schedule 1-1-2025
Exhibit C - Pay Plan Effective 1-1-2025
Presentation - Compensation Study and Health Benefit Allotment Recommendations

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING FIVE NEW CLASSIFICATION DESCRIPTIONS; APPROVING THE POSITION CLASSIFICATION SCHEDULE TO INCLUDE FIVE NEW CLASSIFICATIONS, REMOVING THE PRINCIPAL ENGINEER/CITY ENGINEER CLASSIFICATION, AND ADD THE RETIRED ANNUITANT TITLES; AND AMENDING THE EXISTING PAY PLAN TO INCLUDE THESE POSITIONS, AS WELL AS BRING ALL POSITION COMPENSATIONS UP TO MARKET MEDIAN AND ADJUST FOR COMPACTION BY JANUARY 1, 2026

WHEREAS, the City of Wildomar ("City") is growing and evolving as a public agency;

WHEREAS, recruitment and retention efforts have been challenging with the current salary range for positions; and

WHEREAS, staff conducted a compensation study to compare the City's positions to similar positions in neighboring cities;

WHEREAS, the study identified that sixty-one of sixty-seven classifications were currently below the market median, thirty of which were 10% or more below market;

WHEREAS, in order to address this disparity, the City wishes to implement a three phased approach to bring the classifications up to median and adjust for compaction between classifications;

WHEREAS, the first phase goes into effect January 1, 2025, and includes adjusting sixteen positions, representing some of the classifications which have proven to be the most difficult to recruit and which are paid significantly below the market median;

WHEREAS, the second phase goes into effect July 1, 2025, and brings all of the remaining classifications, except for classifications in the executive group, up to median and adjusts for compaction;

WHEREAS, the final phase goes into effect January 1, 2026, and brings the remaining classifications up to median and adjusts for compaction, except for the City Manager classification, which is established through contract;

WHEREAS, for this change to grade assignments to classifications, staff will remain at their current step when moved to the new grade;

WHEREAS, it is important to prepare for succession planning and employee growth;

WHEREAS, the City wishes to add the Principal Planner, Principal Manager, Senior Public Works Inspector, Supervising Public Works Inspector, and City Clerk – MMC Certified classifications to the Position Classification Plan in order to prepare for succession planning and employee growth;

WHEREAS, the City wishes to remove the Principal Engineer/City Engineer classification as the City Engineer would fall under the Public Works Director/City Engineer classification;

WHEREAS, the City wishes to add the classifications of Retired Annuitant Clerical Extra Help, Retired Annuitant Analyst Extra Help, Retired Annuitant Supervisory Extra Help, Retired Annuitant Project Lead Help, Retired Annuitant Management Extra Help, Retired Annuitant Executive Extra Help, and Retired Annuitant City Manager Extra Help to the Position Classification Plan in order to clearly differentiate the pay grade for each, as recommended by the California Public Employees Retirement System (CalPERS); and

WHEREAS, the City wishes to update the current Pay Plan to reflect these changes.

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

SECTION 1. POSITION CLASSIFICATION DESCRIPTIONS. Effective January 1, 2025, City Council adopts the Principal Planner, Principal Manager, Senior Public Works Inspector, Supervising Public Works Inspector, City Clerk – MMC Certified classification descriptions attached to this Resolution as Exhibit "A", and adds them to the Position Classification Schedule.

SECTION 2. POSITION CLASSIFICATION SCHEDULE. Effective January 1, 2025, City Council adopts a revised Position Classification Schedule to reflect the addition of the classifications listed in Section 1; to add the Retired Annuitant Clerical Extra Help, Retired Annuitant Analyst Extra Help, Retired Annuitant Supervisory Extra Help, Retired Annuitant Project Lead Help, Retired Annuitant Management Extra Help, Retired Annuitant Executive Extra Help, and Retired Annuitant City Manager Extra Help classifications; and to remove the Principal Engineer/City Engineer classification, attached to this Resolution as Exhibit "B."

SECTION 3. PAY PLAN. Effective January 1, 2025, City Council adopts a revised City of Wildomar Pay Plan adding the new classifications listed in Section 1, removing the Principal Engineer/City Engineer classification and increasing salary grades to bring positions to market median and also adjusted for compaction with the three-phased approach, attached to this Resolution as Exhibit "C".

PASSED, APPROVED, AND ADOPTED this 11th day of December, 2024.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

PRINCIPAL PLANNER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Under limited supervision and direction from the Community Development Director or Planning Manager, manages, organizes and leads the operations and activities of the Planning Division and conducts complex current and advance professional planning duties, on projects which include large scale development projects, environmental analysis and historic preservation.

DISTINGUISHING CHARACTERISTICS

The Principal Planner is a senior manager-level classification in the Professional Planning Series. The employee supervises complex assignments with responsibility for project development, setting priorities, developing timelines, evaluating work assigned to staff, and ensuring quality and accuracy of the work product. The Principal Planner is distinguished from the Senior Planner by the level of responsibility assumed and the complexity of duties assigned and requires considerable discretion and independent judgment.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Planning Manager, Community Development Director, or designee. Exercises technical and functional direction over and provides training to lower-level planning staff.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

- Evaluates development proposals and works with developers to reach agreement on acceptable site plans; studies building plans, parcel maps, and subdivision proposals for conformance with appropriate regulations and City General Plan, Zoning Code, State Subdivision Map Act, and California Environmental Quality Act; prepares reports containing recommendations
- Reviews and approves planning applications and building permits; establishes conditions, proposes variances, and prepares comprehensive studies and environmental planning documents to establish the City's policy position, understanding past precedents as to actions taken
- Participates in the preparation of the division budgets
- Assists in the administration of the City's Housing activities and annual affordable housing compliance responsibility
- Assists in the preparation and monitoring of operating and capital budgets

- Assists in the negotiation and monitoring of contracts and agreements
- May represent the Community Development Director or Planning Manager at meetings with internal staff, outside agencies, and the public
- Assists in the management of complex real estate transactions, including acquisitions and dispositions
- Assists in the monitoring of legislation, and provides analysis and recommendations to Executive management
- Interprets federal, state, county, and local ordinances and planning policies; advises other agencies and the general public of current or advanced planning issues
- Supervises the Advance Planning, Current Planning and Administration Divisions within the Community Development Department
- Researches and prepares land use reports and identifies planning issues for public presentations
- Performs long-range planning functions, including General Plan work and environmental review
- Prepares complex planning reports requiring the integration of data related to large-scale projects and special studies involving sensitive land use matters
- Prepares and edits staff reports and graphic displays and makes presentations to the Planning Commission or other committees, boards, community groups, and the City Council
- Oversees the review and revision of local ordinances, schedules public hearings and participates in the discussion of proposed ordinance changes
- Supervises, motivates, plans, trains, directs and evaluates the work of lower-level staff; establishes performance standards; completes performance assessments
- Confers with and advises architects, builders, attorneys, contractors, engineers, and the general public regarding City development policies and standards
- Coordinates planning activities with other City departments and with outside agencies
- Prepares and writes a variety of reports and documentation, including detailed incident reports
- May step in to assist with Planning Manager duties when they are away
- Performs other duties of a similar nature

QUALIFICATIONS

Knowledge of:

- Pertinent Federal, State, and local laws, codes, and regulations pertaining to the General Plan, specific plans, and housing, zoning, subdivision, building and construction, and real estate and redevelopment practices, including the California Environmental Quality Act (CEQA) and Subdivision Map Act

- Recent developments, current literature, sources of information, and research techniques related to the field of urban planning and historic preservation
- Site planning and architectural design practices
- Architectural and engineering drafting techniques, symbols and terminology
- Project management practices and techniques
- Public presentation methods and techniques
- Research and report writing practices, including the use of social demography and statistics
- Leadership methods and techniques
- Occupational hazards and safety measures appropriate to work performed

Ability to:

- Analyze and compile technical and statistical information and prepare and review the content of staff reports
- Interpret and enforce planning and zoning programs and standards
- Supervise, plan, train, direct, and evaluate the work of lower-level staff
- Plan, organize, assign, and prioritize projects and tasks to meet deadlines
- Communicate clearly and effectively, both orally and in writing, including making public presentations and preparing comprehensive written reports
- Use proper English, spelling, grammar and punctuation
- Establish and maintain courteous, cooperative, and effective working relationships with those encountered in the course of work
- Serve as emergency services worker in the event of an emergency

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities to perform the essential functions is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

A minimum of five (5) years of progressively responsible professional planning experience encompassing both advanced and current planning in a municipal agency. Three (3) years of supervisory or management experience in a municipal planning department.

Training:

Equivalent to a Bachelor of Science degree from an accredited college or university with major course work urban planning, geography, environmental designs, public administration or a closely related field. A master's degree in public administration, or related field, is desirable but not mandatory.

Licenses and Certifications:
Possession of, or ability to obtain and maintain, a valid California Driver's License or other means that would allow for the ability to commute to meetings, and conduct site visits, and the ability to maintain insurability under the City's vehicle insurance program.

Certification in the American Institute of Certified Planners (AICP) from the America Planning Association (APA) is highly desired, but not mandatory.

Special Requirements:
Employees in this class may be required to work extended hours including evenings and weekends.

WORKING CONDITIONS

The work environment characteristics and physical/mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Environmental Conditions:
Employees in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech are required to communicate in person and over the telephone. Touch is required in order to handle documents and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

Mental Demands:
While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information, and documents; analyzes and solves problems; uses math, and mathematical reasoning; observes and interprets people, and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CITY OF WILDOMAR
PRINCIPAL PLANNER

CAREER PROGRESSION

FROM: Senior Planner

TO: Planning Manager

Approved by:	Approved on:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

PLANNING MANAGER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Under administrative direction of the Community Development Director, or designee, plans, administers and coordinates the daily operations of the Planning Division of the Community Development Department; performs complex professional work in all phases of current and advanced planning, design development, environmental review and special projects; manages, monitors, coordinates and evaluates the work of professional, technical and administrative planning staff; prepares, manages and administers the division's budget; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Planning Manager is the highest manager-level classification in the Professional Planning series. The employee is primarily responsible for managing the Planning Division. The Planning Manager is distinguished from the Principal Planner by the level of responsibility assumed and the complexity of duties assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative and policy direction from the Community Development Director, or designee. The work provides for a wide variety of independent decision-making within legal and general policy and regulatory guidelines. Exercises general and/or direct supervision over professional, para-professional, technical, administrative, and skilled and semi- skilled assigned staff.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

- Administers and coordinates all Planning Division activities; develops policies and procedures for the department
- Supervises professional and technical staff engaged in advanced and current City planning activities including general plan and zoning code maintenance and enforcement, review of proposed developments and processing of permits
- Conducts the most complex assignments, including the preparation, review, and project evaluation of current or advanced planning projects; ensures that planning activities are conducted in accordance with federal and state law, City ordinances, rules, and regulations including the California Environmental Quality Act and Air Quality Management Plan
- Coordinates environmental impact studies, including the preparation of requests for proposal; coordinates project review by other agencies; evaluates conclusions of environmental impact reports and prepares recommendations

- Prepares reports and documents for City Council and Planning Commission agenda; attends meetings of the City Council and Planning Commission; makes presentations and responds to questions as required; advises the City Council and Planning Commission on zoning and planning matters
- Reviews, analyzes, coordinates related activities, consults with relevant parties, and prepares reports, conducts research and special studies; coordinates with other City departments involved in the development review process to maintain a high quality of customer service
- Selects, supervises, motivates, plans, trains, directs, and evaluates the work of lower-level staff; prepares and presents employee performance reviews; provides/coordinates staff training; works with employees to correct deficiencies; implements disciplinary procedures; recommends employee terminations; approves time sheets and expense reports
- Represents the City, as assigned, in relations with the community, advisory committees, local, state, and federal agencies, other planning departments, and professional organizations
- Prepares, monitors and administers the division budget; forecasts funds needed
- Serves as secretary/staff to the Planning Commission, as necessary
- Prepares and writes a variety of reports and documentation, including detailed incident reports
- Performs other duties of a similar nature

QUALIFICATIONS

Knowledge of:

- Extensive knowledge of modern principles and practices of urban planning and development
- Principles and practices of municipal planning, zoning, environmental issues, permit procedures, site planning and architectural design
- Principles and practices of statistics, graphic presentations, engineering drawings, landscape review, historic preservation, Community Development Block Grant, code amendment process, demographics, business license regulations, legislative review and Air Quality District regulations
- Applicable federal and state planning and zoning laws, including CEQA and the Subdivision Map Act
- Methods and techniques used in the development and maintenance of master plans
- Principles, objectives and procedures of modern municipal planning
- Methods, materials, techniques, and practices employed in building inspection design and construction
- Principles of employee supervision, training, and performance evaluation
- Methods and techniques of research, statistical analysis and report preparation
- Occupational hazards and safety measures appropriate to work performed

Ability to:

- Analyze a variety of complex administrative and organizational problems and make sound policy and procedural recommendations
- Effectively and accurately analyze complex data in order to determine consequences, identify alternatives, and draw logical conclusions
- Evaluate situations, identify problems, and exercise sound independent judgment within established guidelines
- Interpret, explain, and apply policies, procedures, laws, codes, and regulations pertaining to Community Development
- Negotiate and manage contracts with consultants and developers and effectively represent the City in meetings with various individuals and organizations
- Communicate clearly and effectively, both orally and in writing, including making public presentations and preparing comprehensive written reports
- Use proper English, spelling, grammar and punctuation
- Establish and maintain courteous, cooperative, and effective working relationships with those encountered in the course of work
- Supervise, plan, train, direct, and evaluate the work of lower-level staff
- Develop new policies impacting division operations/procedures
- Prepare accurate, comprehensive, and precise written reports and analyses
- Plan, organize, and prioritize multiple projects and tasks in order to meet strict deadlines
- Prepare budgets and allocate limited resources in a cost-effective manner
- Serve as emergency services worker in the event of an emergency

Experience and Training Guidelines

A combination of education, experience, and training that has provided the necessary knowledge, skills, and abilities is required for entry into the classification. A typical combination of education, experience, and training for this classification includes:

Experience:

A minimum of seven (7) years of progressively responsible professional planning experience encompassing both advanced and current planning in a municipal agency. Four (4) years of administrator or management experience in a municipal planning department.

Training:

Equivalent to a Bachelor of Science degree from an accredited college or university with major course work in urban planning, community development, architecture, civil engineering, geography,

landscape architecture, business or public administration, or a related field. A master's degree in public administration, or related field, is desirable but not mandatory.

Licenses and Certifications:

Possession of, or ability to obtain and maintain, a valid California Driver's License or other means that would allow for the ability to commute to meetings, and conduct site visits, and the ability to maintain insurability under the City's vehicle insurance program.

Certification in the American Institute of Certified Planners (AICP) from the America Planning Association (APA) is highly desired, but not mandatory.

Special Requirements:

Employees in this class may be required to work extended hours including evenings and weekends.

WORKING CONDITIONS

The work environment characteristics and physical/mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Environmental Conditions:

Employees in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

Physical Demands:

Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech are required to communicate in person and over the telephone. Touch is required in order to handle documents and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

Mental Demands:

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information, and documents; analyzes and solves problems; uses math, and mathematical reasoning; observes and interprets people, and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Principal Planner

TO: Community Development Director

Approved by:	Approved on:
Effective Date:	FLSA Status: Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

SENIOR PUBLIC WORKS INSPECTOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Under general supervision from the Supervising Public Works Inspector, or designee, performs construction inspections on a variety of private developments, and public works projects including, grading, streets, sidewalks, curbs, gutters, storm drains, water quality facilities, catch basins, street lights, traffic signals, and other public works structures and facilities; ensures compliance with construction standards and City codes; conducts assessments of plans and drawings; and coordinates activities with various utilities, developers, other agencies, and the public.

DISTINGUISHING CHARACTERISTICS

The Senior Public Works Inspector is an advanced journey-level classification in the Public Works Inspector series. The employee must possess a high degree of technical expertise, and the ability to apply independent judgment. The Senior Public Works Inspector is distinguished from the Public Works Inspector II by the level of responsibility assumed and the complexity of duties assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from Supervising Public Works Inspector, or designee. May provide functional lead direction over Public Works Inspectors I/II and any other assigned staff.

ESSENTIAL FUNCTION STATEMENTS

--Essential duties and responsibilities may include, but are not limited to, the following:

- Inspects major public works improvements and construction projects for compliance with City codes, regulations, and ordinances
- May provide guidance to lower-level Public Works Inspectors
- May participate and provide input during the design and review of engineering plans and specifications for public works municipal projects
- Answers questions posed by contractors, engineers and the general public during field inspections, and through telephone and electronic communications on matters pertaining to the inspection process and code requirements related to public works construction
- Inspects various structures such as storm drains, streets, sidewalks, gutters and other off-site construction
- Inspects and checks line, grade, size, elevation and location of structures for conformance with specifications and regulations

- Reviews, updates, and maintains status and records of inspections; inputs information into permit database May coordinate inspection activities, and represent the City in meetings with other department staff, City personnel, developers, and internal and external agencies
- Participates in the establishment, evaluation, and revision of public works inspection procedures, practices, and work standards
- Investigates and resolves contractor, owner-builder and developer disputes
- Conducts pre and post trip inspections of Department vehicles to verify safety and proper operations or to identify potential problems; reports faulty equipment or operational problems
- Prepares and writes a variety of reports and documentation, including detailed incident reports

QUALIFICATIONS

Knowledge of:

- National Pollutant Discharge Elimination System (NPDES) regulations as they pertain to construction projects
- Federal, state and local laws, codes, ordinances, and regulations governing public works construction; and basic knowledge of the Americans with Disabilities Act (ADA) guidelines
- Work area traffic control principles
- Principles and practices of customer service
- Advanced mathematical principles, including algebra, geometry, and trigonometry
- Principles and procedures of record keeping and reporting
- Occupational hazards and safety measures appropriate to work performed

Ability to:

- Operate various types of standard office equipment, including a personal computer and related software
- Operate a motor vehicle in a safe manner
- Perform basic surveying tasks, such as operating a level and transit, and verify line and grade
- Interpret and apply pertinent federal, state and local laws, codes, ordinances, and regulations with established guidelines
- Evaluate situations, identify problems and deviations, and exercise sound independent judgment and decision making within established guidelines
- Read and understand building construction plans and specifications

- Communicate clearly and effectively, both orally and in writing
- Establish and maintain courteous, cooperative, and effective working relationships with those encountered in the course of work
- Ensure compliance with public works standards in a professional manner
- Maintain professionalism, courtesy, and composure at all times, including stressful situations, and handle disputes and complaints in a calm manner
- Prepare and maintain accurate and precise written records and documentation
- Perform assignments with some degree of independence
- Guide and train lower-level staff
- Use proper English, spelling, grammar and punctuation
- Serve as emergency services worker in the event of an emergency

Experience and Training Guidelines

A combination of education, experience, and training that has provided the necessary knowledge, skills, and abilities is required for entry into the classification. A typical combination of education, experience, and training for this classification includes:

Experience:

A minimum of four (4) years of increasingly responsible construction inspection, or public works engineering or closely related field as described for the Public Works Inspector I/II classification working directly for a public agency or contracting services only for a public agency.

Training:

High School Diploma or equivalent. The completion of college level coursework or technical training in construction technology, or a related field is highly desirable.

Licenses and Certifications:

- Possession of a State of California driver's license and the ability to maintain insurability under the City's vehicle insurance program.
- Certification as a Construction General Permit Qualified SWPPP Practitioner (QSP) is highly desirable.

Special Requirements:

Employees in this class may be required to work extended hours including evenings and weekends.

WORKING CONDITIONS

The work environment characteristics and physical/mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Environmental Conditions: Employees in this class generally work in a field environment with exposure to outdoor environmental elements on a regular basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes. Employees will also work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings.

Physical Demands: Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various sites in order to conduct inspections. Color vision is required to read printed materials and a computer screen as well as to discern violations found in the field. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Standing in work areas and walking between work areas may be required both in the office and in the field. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information and in order to conduct field inspections. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. This position is also expected to perform inspections of work in the field that may require greater noise exposure from traffic, and walking on uneven ground, working around machinery, fumes, dirt and gas, and in varying temperatures.

Mental Demands: While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information, and documents; analyzes and solves problems; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Public Works Inspector II

TO: Supervising Public Works Inspector

Approved by:	Approved on:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

SUPERVISING PUBLIC WORKS INSPECTOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Under general direction from the Senior Engineer, Engineering Division Manager, or designee, plans, assigns, reviews, coordinates and participates in the daily operations of the Public Works Inspectors; interprets plans, details and specifications to ensure construction and contract compliance; inspects work quality and materials used in a variety of private developments and public works projects, including construction, repair and maintenance, grading, streets, sidewalks, curbs, gutters, storm drains, water quality facilities, catch basins, street lights, traffic signals, and other public works structure and facilities to ensure conformance with approved plans, specifications, and regulations; maintains records and prepares reports on projects inspected; assists with the preparation and administration of the division's budget; and performs related duties as assigned. This is a working field supervisor classification.

DISTINGUISHING CHARACTERISTICS

The Supervising Public Works Inspector is a supervisor-level classification in the Public Works Inspector series. The employee must possess a high degree of technical expertise and the ability to apply independent judgment. The employee is responsible for providing advanced technical expertise in one or more areas of inspection and offering technical assistance to other inspection staff. The Supervising Public Works Inspector is distinguished from the Senior Public Works Inspector by the level of responsibility assumed and the complexity of duties assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Senior Engineer, Engineering Division Manager, or designee. The work provides for a wide variety of independent decision-making within legal and general policy and regulatory guidelines. Exercises general and/or direct supervision over Senior Public Works Inspectors, Public Works Inspectors I/II and any other assigned staff.

ESSENTIAL FUNCTION STATEMENTS

--Essential duties and responsibilities may include, but are not limited to, the following:

- Plans, prioritizes, assigns, leads and reviews the work performed by inspectors; inspects work in the field to ensure that work is performed in a timely manner and in conformance with established policies and procedures; resolves difficult problems out in the field
- Implements approved policies and procedures
- May provide guidance to lower-level staff
- Provides or coordinates staff training

- Prepares and reviews inspection reports, as required; maintains files and reports regarding inspection, and plan check activities and findings
- Responds to and resolves difficult and sensitive citizen inquiries and complaints concerning construction and repair projects
- Develops and maintains measures of employee workload and production; establishes performance standards; trains and provides input for the purposes of performance assessment of assigned staff or volunteers; and foster a work environment that promotes positive morale
- Conducts pre and post trip inspections of City owned vehicles to verify safety and proper operations or to identify potential problems; reports faulty equipment or operational problems
- Prepares and writes a variety of reports and documentation, including detailed incident reports
- Performs other duties of a similar nature
- Inspects major public works improvements and construction projects for compliance with City codes, regulations, and ordinances
- May participate and provide input during the design, and review of engineering plans and specifications for public works municipal projects
- Inspects various structures such as storm drains, streets, sidewalks, gutters and other off-site construction
- Inspects and checks line, grade, size, elevation and location of structures for conformance with specifications and regulations
- Reviews, updates, and maintains status and records of inspections; inputs information into permit database
- May coordinate inspection activities, and represent the City in meetings with other department staff, City personnel and internal and external agencies
- Participates in the establishment, evaluation, and revision of public works inspection procedures, practices, and work standards
- Investigates and resolves contractor, owner-builder and developer disputes
- Answers questions and provides technical assistance to contractors, engineers and the general public during field inspections, and through telephone and electronic communications on matters pertaining to the building inspection process and code requirements related to public works construction
- Prepares reports and documents for City Council and any other appropriate meetings; makes presentations and responds to questions as required; advises the Senior Engineer/Engineering Division Manager or Director on arising issues related to Public Works Inspections
- Reviews, analyzes, coordinates related activities, consults with relevant parties, and prepares reports, conducts research and special studies; coordinates with other City departments involved in the development review process to maintain a high quality of customer service

- Selects, supervises, motivates, plans, trains, directs, and evaluates the work of lower-level staff; prepares and presents employee performance reviews; provides/coordinates staff training; works with employees to correct deficiencies; implements disciplinary procedures; recommends employee terminations; approves time sheets and expense reports
- Represents the City, as assigned, in relations with the community, advisory committees, local, state, and federal agencies, other planning departments, and professional organizations
- Monitors, administers, and assists with the preparation of the division budget; forecasts funds needed
- Prepares and writes a variety of reports and documentation
- Establishes, maintains, and fosters positive and harmonious working relationships with those contacted in the course of work.
- Performs other duties of a similar nature

QUALIFICATIONS

Knowledge of:

- National Pollutant Discharge Elimination System (NPDES) regulations as they pertain to construction projects
- Federal, state and local laws, codes, ordinances, and regulations governing public works construction; and basic knowledge of the Americans with Disabilities Act (ADA) guidelines
- Work area traffic control principles
- Principles and practices of customer service
- Advanced mathematical principles, including algebra, geometry, and trigonometry
- Principles and practices of supervision and training
- Principles and procedures of record keeping and reporting
- Occupational hazards and safety measures appropriate to work performed

Ability to:

- Apply critical thinking to complex projects and interpret detailed requirements
- Perform basic surveying tasks, such as operating a level and transit, and verify line and grade
- Operate various types of standard office equipment, including a personal computer and related software
- Operate a motor vehicle in a safe manner
- Interpret and apply pertinent federal, state and local laws, codes, ordinances and regulations with established guidelines

- Evaluate situations, identify problems and deviations, and exercise sound independent judgment and decision making within established guidelines
- Read and understand building construction plans and specifications
- Communicate clearly and effectively, both orally and in writing
- Establish and maintain courteous, cooperative, and effective working relationships with those encountered in the course of work
- Ensure compliance with public works standards in a professional manner
- Maintain professionalism, courtesy, and composure at all times, including stressful situations, and handle disputes and complaints in a calm manner
- Prepare and maintain accurate and precise written records and documentation
- Perform assignments with a high degree of independence
- Provide lead supervision
- Plan, organize and monitor tasks of lower-level staff to meet deadlines and ensure completion of daily functions
- Evaluate situations, identify problems, and exercise sound independent judgment within established guidelines
- Effectively and accurately analyze data and information using established criteria in order to determine consequences, identify alternatives, and draw logical conclusions
- Perform a high volume of work and meet strict, recurring deadlines
- Understand and apply pertinent procedures and functions, and apply without immediate supervision
- Use proper English, spelling, grammar and punctuation
- Understand and follow oral and written instructions
- Perform mathematical computations with accuracy
- Serve as an emergency services worker in the event of an emergency

Experience and Training Guidelines

A combination of education, experience, and training that has provided the necessary knowledge, skills, and abilities is required for entry into the classification. A typical combination of education, experience, and training for this classification includes:

Experience:

A minimum of six (6) years of increasingly responsible construction inspection, or public works engineering or closely related field as described for the Senior Public Works Inspector and Public Works Inspector I/II classification working directly for a public agency or contracting services only for a public agency. At least two (2) years must be working full time for a public agency directly or through

contracting services in a Public Works Inspector capacity. At least one (1) year must be in a lead or senior role.

Training:
High School Diploma or equivalent. The completion of college level coursework or technical training in construction technology, or a related field is highly desirable.

Licenses and Certifications:

- Possession of a State of California driver's license and the ability to maintain insurability under the City's vehicle insurance program.
- California General Permit Qualified SWPPP Practitioner (QSP), Qualified SWPPP Developer (QSD), and/or Construction Inspector - Public Works as administered by ACIA or equivalent are all highly desirable.

Special Requirements:
Employees in this class may be required to work extended hours including evenings and weekends.

WORKING CONDITIONS

The work environment characteristics and physical/mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Environmental Conditions: Employees in this class generally work in a field environment with exposure to outdoor environmental elements on a regular basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes. Employees will also work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings.

Physical Demands: Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various sites in order to conduct inspections. Color vision is required to read printed materials and a computer screen as well as to discern violations found in the field. Hearing and speech are required to communicate in person and over the telephone. Touch is required in order to handle documents and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Standing in work areas and walking between work areas may be required both in the office and in the field. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information and in order to conduct field inspections. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds. This position is also expected to perform inspections of work in the field that may require greater noise exposure from traffic, and walking on uneven ground, working around machinery, fumes, dirt and gas, and in varying temperatures.

Mental Demands: While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information, and documents; analyzes and solves problems; observes and interprets people, and situations; learns and applies new information and skills; performs detailed work; deals with changing priorities, interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: Senior Public Works Inspector

TO: Senior Engineer/Engineering Division Manager

Approved by:	Approved on:
Effective Date:	FLSA Status: Non-Exempt

CITY OF WILDOMAR
CLASSIFICATION DESCRIPTION

CITY CLERK
CITY CLERK – MMC CERTIFIED

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Under administrative and policy direction, manages, organizes, and directs the functions of the City Clerk's Office; performs the functions and duties assigned by the laws of the State of California, ordinances and resolutions enacted by the City Council; maintains responsibility for agendas, posting requirements, noticing, minutes, records retention, public records requests and filing of City documents; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a Department Director classification that oversees, directs, and participates in all activities of the City Clerk's Office including planning, development and administration of departmental policies, procedures, and services. Successful performance of the work requires knowledge of public policy and municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the diverse, specialized, and complex work of the department. The incumbent also has significant accountability and decision-making responsibilities, which include departmental planning, budget administration, program evaluation and recommendation and implementation of policies, procedures, goals, objectives, priorities and standards for the City Clerk's Office programs and operations. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative and policy direction from the City Manager. The work provides for a wide variety of independent decision-making within legal and general policy and regulatory guidelines.

Exercises general and/or direct supervision over professional, para-professional, technical, administrative, and skilled and semi- skilled assigned staff.

ESSENTIAL FUNCTION STATEMENTS--*Essential duties and responsibilities may include, but are not limited to, the following:*

- Assumes full management responsibility for all City Clerk's Office services and activities including preparation of agendas, posting requirements, noticing, minutes, records retention, public records requests and filing of City documents.

- Directs and oversees the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommends, implements, and administers policies and procedures.
- Attends regular and special City Council meetings, and City Council Subcommittee meetings; and other board or commission meetings as assigned; oversees or performs an accurate recording of the proceedings.
- Administers and directs the posting, mailing and publication of legally required notices and public hearings.
- Prepares and distributes agendas, materials, minutes, and records of City Council regular, special subcommittee, and board or commission meetings as required.
- Administers the provisions of the Brown Act, Political Reform Act, and Public Records Act.
- Processes all City Council and City Manager documents, agreements, and forms for signature.
- Maintains the City Clerk's Office website; prepares outreach materials for public information.
- Codifies and maintains the Wildomar Municipal Code.
- Coordinates and administers municipal elections in conjunction with the County Registrar of Voters.
- Maintains list of terms and prepares vacancy notices; coordinates appointments for all City Council, Commission, and Committee members including the onboarding process.
- Prepares certificates and proclamations on behalf of the City Council.
- Manages the receipt and processing of petitions relating to initiatives, recalls and referendums.
- Maintains custody of the official City Seal and safeguards official records and archives of the City including ordinances, resolutions, contracts, deeds, and minutes; facilitates the recordation of such documents as required.
- Administers and files oaths of office.
- Serves as Filing Officer and Filing Official for required disclosures under the Political Reform Act.
- Manages the City's records retention program; maintains and directs the maintenance of working and official department files; oversees indexing and filing of City records.
- Provides technical and administrative assistance to members of the City Council as directed.
- Receives official appeals, filings, and claims against the City.
- Provides notary and attestation service for official records.
- Develops, directs, and manages department budget; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures.
- Assesses and monitors workload distribution and support systems.
- Selects, trains, motivates, and directs assigned personnel; provides or coordinates staff training; evaluates and reviews employee performance with employees to correct deficiencies; implements discipline and termination procedures.
- Manages the work plan for assigned staff; assigns work activities, projects, and programs to carry out City Council priorities; monitors and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations related to assigned area; evaluates the latest best practices as options for the City.
- Represents the Department to other City departments, elected officials and outside agencies; explains and interprets Department programs, policies, and activities; negotiates and resolves sensitive, significant, and controversial issues.

- Develops and implements various systems and procedures to meet departmental goals, objectives, policies, and priorities.
- Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications and service quality.
- Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; provides staff support and presents reports to various commissions, committees, and boards as necessary.
- Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Ensures staff compliance with City and mandated safety rules, regulations, and protocols.
- Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- Operational characteristics, services, and activities of a municipal City Clerk's Office.
- Modern and complex principles and practices of City Clerk services program development and administration.
- Parliamentary procedures.
- Principles and practices of municipal records management.
- Principles and practices of program development and administration.
- Organizational and project management principles and practices.
- Principles and practices of municipal budget preparation and administration, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Principles of supervision, training, and performance evaluation.
- Applicable Federal, State, and municipal laws, codes and regulations, such as the Brown Act, Public Records Act, Americans with Disabilities Act, Political Reform Act, California Elections Code, and Wildomar Municipal Code.
- Municipal government structure and organization of council/manager form of government.
- Methods and techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Principles and practices of customer service and public relations.
- Methods and techniques of research, statistical analysis, and report preparation.
- Methods and techniques for effective record-keeping and maintenance.
- Modern office procedures, methods, and equipment including computers and supporting software applications.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned areas.
- City and mandated safety rules, regulations, and protocols.

Ability to:

- Manage and direct a comprehensive City Clerk's Office and all associated functions and activities.
- Provide administrative, management, and professional leadership for the department and the City.
- Oversee the development and administration of department goals, objectives, and procedures.
- Plan, organize, direct, and coordinate, the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select, supervise, train, and evaluate staff.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to perform assigned responsibilities.
- Comprehend and implement complex and comprehensive laws and regulations.
- Ensure compliance with Federal, State and municipal laws, rules, regulations, policies, procedures, and requirements related to the functions of the City Clerk.
- Administer the records management program, including receipt and maintenance of official City documents and records, electronic imaging, and developing and carrying out the Records Retention Schedule.
- Maintain current and past legislative history of City Council actions and provide research and reference services to the public and City staff.
- Maintain confidentiality of sensitive information.
- Communicate clearly and concisely, verbally and in writing.
- Plan, organize, and facilitate meetings.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare and administer departmental budget.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Exercise sound judgment and common sense.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Facilitate, develop, and work with groups to reach City Council goals and public interests.
- Develop and maintain effective interdepartmental coordination.
- Represent the City in a professional manner when dealing with the City Council, boards, community groups, and the general public.
- Effectively present information and respond to questions from groups of managers, council members, board, committee, and commission members, and the general public.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.

- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Ensure adherence to safe work practices and procedures.
- Operate a vehicle observing legal and defensive driving practices.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities to perform the essential functions is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:
Five (5) years of increasingly responsible professional-level experience in a municipal City Clerk's Office, Legislative Office, or similar, City Clerk's Office preferred; with a minimum of three (3) years of supervisory, management, and/or administrative or project management responsibility.

Training:
Equivalent to a bachelor's degree from an accredited college or university with major coursework in public administration or a related field. A master's degree in related field is highly desirable.

Licenses and Certifications:
City Clerk/City Clerk – MMC Certified: Possession of Notary Public commission at time of appointment, or ability to obtain commission within one (1) year.

City Clerk: Possession of Certified Municipal Clerk (CMC) designation by the International Institute of Municipal Clerks and/or Certified Records Manager designation from the Association of Records Managers and Administrators (ARMA) are both desirable.

City Clerk – MMC Certified: Possession of Certified Municipal Clerk (CMC) certification and Master Municipal Clerk (MMC) certification at time of appointment.

Special Requirements:
Employees in this class must be willing to attend meetings outside of normal working hours; and may be required to work extended hours including evenings and weekends.

WORKING CONDITIONS

The work environment characteristics and physical/mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Environmental Conditions:
Employees in this class generally work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with staff and/or the public and private representatives in various settings including the field or remote offices for meetings. The incumbent will be exposed to outdoor environmental elements on a limited basis with exposure to varying temperatures, moderate exterior noise levels including traffic, and may have limited exposure to dust and fumes.

Physical Demands:
Must possess mobility to work in a standard office setting including use of standard office equipment, including a computer; and to operate a motor vehicle to visit various City sites. Color vision is required to read printed materials and a computer screen. Hearing and speech is required to communicate in person and over the telephone. Touch is required in order to handle documents, and use a computer. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Must be able to sit for prolonged periods of time. Positions in this classification regularly bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 20 pounds.

Mental Demands:
While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information, and documents; analyzes and solves problems; uses math, and mathematical reasoning; observes and interprets people, and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

CAREER PROGRESSION

FROM: City Clerk

TO: Assistant City Manager

Approved by:	Approved on:
Effective Date: January 1, 2025	FLSA Status: Exempt

Position Classification Schedule

effective January 1, 2025

Classification	FLSA Status	Group	Date
Accountant I	Non-Exempt	General	2/11/2023
Accountant II	Non-Exempt	General	2/11/2023
Accounting Specialist I	Non-Exempt	General	2/11/2023
Accounting Specialist II	Non-Exempt	General	2/11/2023
Administrative Assistant I	Non-Exempt	General	2/11/2023
Administrative Assistant II	Non-Exempt	General	2/11/2023
Administrative Services Director	Exempt	Executive	2/11/2023
Assistant City Clerk	Non-Exempt	General	2/11/2023
Assistant City Manager	Exempt	Executive	7/1/2023
Assistant Engineer	Non-Exempt	General	2/11/2023
Assistant Planner	Non-Exempt	General	2/11/2023
Assistant to the City Manager	Exempt	Executive	7/1/2023
Associate Engineer	Non-Exempt	General	2/11/2023
Associate Planner	Non-Exempt	General	2/11/2023
Building Inspection Supervisor	Exempt	General	2/11/2023
Building Inspector I	Non-Exempt	General	2/11/2023
Building Inspector II	Non-Exempt	General	2/11/2023
Chief Building Official	Exempt	Management	2/11/2023
City Clerk	Exempt	Executive	2/11/2023
City Clerk - MMC Certified	Exempt	Executive	1/1/2025
City Manager	Exempt	Executive	2/11/2023
Code Enforcement Officer I	Non-Exempt	General	2/11/2023
Code Enforcement Officer II	Non-Exempt	General	2/11/2023
Code Enforcement Manager	Exempt	Management	2/11/2023
Code Enforcement Supervisor	Exempt	General	7/1/2023
Code Enforcement Technician	Non-Exempt	General	2/11/2023
Community Development Director	Exempt	Executive	2/11/2023
Community Services Director	Exempt	Executive	2/11/2023
Community Services Manager	Exempt	Management	2/11/2023
Deputy City Clerk I	Non-Exempt	General	2/11/2023
Deputy City Clerk II	Non-Exempt	General	2/11/2023
Deputy City Manager	Exempt	Executive	7/1/2023
Development Services Technician I	Non-Exempt	General	2/11/2023
Development Services Technician II	Non-Exempt	General	2/11/2023
Economic Development Director	Exempt	Executive	2/11/2023
Engineering Division Manager	Exempt	Management	2/14/2024
Engineering Technician I	Non-Exempt	General	7/1/2023
Engineering Technician II	Non-Exempt	General	7/1/2023
Executive Assistant	Non-Exempt	General	7/1/2023
Facilities Contract Specialist	Non-Exempt	General	12/30/2023

Position Classification Schedule *(continued)*

effective January 1, 2025

Classification	FLSA Status	Group	Date
Field Supervisor	Non-Exempt	General	6/12/2024
Finance Manager	Exempt	Management	7/1/2023
Human Resources Analyst	Non-Exempt	General	7/1/2023
Human Resources & Risk Manager	Exempt	Management	7/1/2023
Human Resources Technician	Non-Exempt	General	7/1/2023
Intern I	Non-Exempt	General	2/11/2023
Intern II	Non-Exempt	General	2/11/2023
Maintenance Manager	Exempt	Management	2/14/2024
Maintenance Worker I	Non-Exempt	General	2/11/2023
Maintenance Worker II	Non-Exempt	General	2/11/2023
Management Analyst I	Non-Exempt	General	2/11/2023
Management Analyst II	Non-Exempt	General	2/11/2023
Planning Manager	Exempt	Management	1/1/2025
Plans Examiner I	Non-Exempt	General	7/1/2023
Plans Examiner II	Non-Exempt	General	7/1/2023
Principal Engineer	Exempt	Management	2/11/2023
Principal Planner	Exempt	Management	1/1/2025
Public Works Director	Exempt	Executive	2/11/2023
Public Works Director/City Engineer	Exempt	Executive	2/11/2023
Public Works Inspector I	Non-Exempt	General	2/11/2023
Public Works Inspector II	Non-Exempt	General	2/11/2023
Purchasing & Contracts Coordinator	Non-Exempt	General	2/13/2021
Recreation Leader I	Non-Exempt	General	2/11/2023
Recreation Leader II	Non-Exempt	General	2/11/2023
Senior Accountant	Exempt	General	2/14/2024
Senior Building Inspector	Non-Exempt	General	2/11/2023
Senior Code Enforcement Officer	Non-Exempt	General	2/11/2023
Senior Engineer	Exempt	Management	2/14/2024
Senior Financial Analyst	Exempt	General	2/11/2023
Senior Management Analyst	Exempt	General	2/11/2023
Senior Maintenance Worker	Non-Exempt	General	2/11/2023
Senior Planner	Exempt	General	2/14/2024
Senior Public Works Inspector	Non-Exempt	General	1/1/2025
Supervising Public Works Inspector	Exempt	General	1/1/2025
Retired Annuitant Clerical Extra Help	Non-Exempt	General	1/1/2025

City of Wildomar Pay Plan

Effective January 1, 2025, unless otherwise noted with a later date.

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
104	Intern I *(through June 30, 2025)*	Non Exempt	Part-time				$ 17.21	$ 17.64	$ 18.08	$ 18.53	$ 19.00	$ 19.47	$ 19.96	$ 20.46	$ 20.97	$ 21.49	Hourly
							$ 1,376.80	$ 1,411.20	$ 1,446.40	$ 1,482.40	$ 1,520.00	$ 1,557.60	$ 1,596.80	$ 1,636.80	$ 1,677.60	$ 1,719.20	Bi-weekly*
							$ 2,983.07	$ 3,057.60	$ 3,133.87	$ 3,211.87	$ 3,293.33	$ 3,374.80	$ 3,459.73	$ 3,546.40	$ 3,634.80	$ 3,724.93	Monthly*
							$ 35,796.80	$ 36,691.20	$ 37,606.40	$ 38,542.40	$ 39,520.00	$ 40,497.60	$ 41,516.80	$ 42,556.80	$ 43,617.60	$ 44,699.20	Annually*
105	Intern I *(effective July 1, 2025)*	Non Exempt	Part-time				$ 18.07	$ 18.52	$ 18.99	$ 19.46	$ 19.95	$ 20.45	$ 20.96	$ 21.48	$ 22.02	$ 22.57	Hourly
							$ 1,445.60	$ 1,481.60	$ 1,519.20	$ 1,556.80	$ 1,596.00	$ 1,636.00	$ 1,676.80	$ 1,718.40	$ 1,761.60	$ 1,805.60	Bi-weekly*
							$ 3,132.13	$ 3,210.13	$ 3,291.60	$ 3,373.07	$ 3,458.00	$ 3,544.67	$ 3,633.07	$ 3,723.20	$ 3,816.80	$ 3,912.13	Monthly*
							$ 37,585.60	$ 38,521.60	$ 39,499.20	$ 40,476.80	$ 41,496.00	$ 42,536.00	$ 43,596.80	$ 44,678.40	$ 45,801.60	$ 46,945.60	Annually*
106	Recreation Leader I	Non Exempt	Part-time				$ 18.97	$ 19.45	$ 19.93	$ 20.43	$ 20.94	$ 21.47	$ 22.00	$ 22.55	$ 23.12	$ 23.70	Hourly
							$ 1,517.60	$ 1,556.00	$ 1,594.40	$ 1,634.40	$ 1,675.20	$ 1,717.60	$ 1,760.00	$ 1,804.00	$ 1,849.60	$ 1,896.00	Bi-weekly*
							$ 3,288.13	$ 3,371.33	$ 3,454.53	$ 3,541.20	$ 3,629.60	$ 3,721.47	$ 3,813.33	$ 3,908.67	$ 4,007.47	$ 4,108.00	Monthly*
							$ 39,457.60	$ 40,456.00	$ 41,454.40	$ 42,494.40	$ 43,555.20	$ 44,657.60	$ 45,760.00	$ 46,904.00	$ 48,089.60	$ 49,296.00	Annually*
107							$ 19.92	$ 20.42	$ 20.93	$ 21.45	$ 21.99	$ 22.54	$ 23.10	$ 23.68	$ 24.27	$ 24.88	Hourly
							$ 1,593.60	$ 1,633.60	$ 1,674.40	$ 1,716.00	$ 1,759.20	$ 1,803.20	$ 1,848.00	$ 1,894.40	$ 1,941.60	$ 1,990.40	Bi-weekly*
							$ 3,452.80	$ 3,539.47	$ 3,627.87	$ 3,718.00	$ 3,811.60	$ 3,906.93	$ 4,004.00	$ 4,104.53	$ 4,206.80	$ 4,312.53	Monthly*
							$ 41,433.60	$ 42,473.60	$ 43,534.40	$ 44,616.00	$ 45,739.20	$ 46,883.20	$ 48,048.00	$ 49,254.40	$ 50,481.60	$ 51,750.40	Annually*
108	Intern II	Non Exempt	Part-time				$ 20.92	$ 21.44	$ 21.98	$ 22.53	$ 23.09	$ 23.67	$ 24.26	$ 24.87	$ 25.49	$ 26.12	Hourly
	Recreation Leader II	Non Exempt	Part-time				$ 1,673.60	$ 1,715.20	$ 1,758.40	$ 1,802.40	$ 1,847.20	$ 1,893.60	$ 1,940.80	$ 1,989.60	$ 2,039.20	$ 2,089.60	Bi-weekly*
							$ 3,626.13	$ 3,716.27	$ 3,809.87	$ 3,905.20	$ 4,002.27	$ 4,102.80	$ 4,205.07	$ 4,310.80	$ 4,418.27	$ 4,527.47	Monthly*
							$ 43,513.60	$ 44,595.20	$ 45,718.40	$ 46,862.40	$ 48,027.20	$ 49,233.60	$ 50,460.80	$ 51,729.60	$ 53,019.20	$ 54,329.60	Annually*
109	Maintenance Worker I *(through June 30, 2025)*	Non Exempt	General				$ 21.96	$ 22.51	$ 23.08	$ 23.65	$ 24.24	$ 24.85	$ 25.47	$ 26.11	$ 26.76	$ 27.43	Hourly
							$ 1,756.80	$ 1,800.80	$ 1,846.40	$ 1,892.00	$ 1,939.20	$ 1,988.00	$ 2,037.60	$ 2,088.80	$ 2,140.80	$ 2,194.40	Bi-weekly*
							$ 3,806.40	$ 3,901.73	$ 4,000.53	$ 4,099.33	$ 4,201.60	$ 4,307.33	$ 4,414.80	$ 4,525.73	$ 4,638.40	$ 4,754.53	Monthly*
							$ 45,676.80	$ 46,820.80	$ 48,006.40	$ 49,192.00	$ 50,419.20	$ 51,688.00	$ 52,977.60	$ 54,308.80	$ 55,660.80	$ 57,054.40	Annually*
110	Administrative Assistant I *(through June 30, 2025)*	Non Exempt	General				$ 23.06	$ 23.64	$ 24.23	$ 24.84	$ 25.46	$ 26.09	$ 26.74	$ 27.41	$ 28.10	$ 28.80	Hourly
							$ 1,844.80	$ 1,891.20	$ 1,938.40	$ 1,987.20	$ 2,036.80	$ 2,087.20	$ 2,139.20	$ 2,192.80	$ 2,248.00	$ 2,304.00	Bi-weekly*
							$ 3,997.07	$ 4,097.60	$ 4,199.87	$ 4,305.60	$ 4,413.07	$ 4,522.27	$ 4,634.93	$ 4,751.07	$ 4,870.67	$ 4,992.00	Monthly*
							$ 47,964.80	$ 49,171.20	$ 50,398.40	$ 51,667.20	$ 52,956.80	$ 54,267.20	$ 55,619.20	$ 57,012.80	$ 58,448.00	$ 59,904.00	Annually*
111	Maintenance Worker II *(through June 30, 2025)*	Non Exempt	General				$ 24.22	$ 24.82	$ 25.44	$ 26.08	$ 26.73	$ 27.40	$ 28.08	$ 28.78	$ 29.50	$ 30.24	Hourly
	Administrative Assistant I *(effective July 1, 2025)*	Non Exempt	General				$ 1,937.60	$ 1,985.60	$ 2,035.20	$ 2,086.40	$ 2,138.40	$ 2,192.00	$ 2,246.40	$ 2,302.40	$ 2,360.00	$ 2,419.20	Bi-weekly*
							$ 4,198.13	$ 4,302.13	$ 4,409.60	$ 4,520.53	$ 4,633.20	$ 4,749.33	$ 4,867.20	$ 4,988.53	$ 5,113.33	$ 5,241.60	Monthly*
							$ 50,377.60	$ 51,625.60	$ 52,915.20	$ 54,246.40	$ 55,598.40	$ 56,992.00	$ 58,406.40	$ 59,862.40	$ 61,360.00	$ 62,899.20	Annually*
112	Accounting Specialist I *(through June 30, 2025)*	Non Exempt	General				$ 25.43	$ 26.06	$ 26.71	$ 27.38	$ 28.07	$ 28.77	$ 29.49	$ 30.22	$ 30.98	$ 31.75	Hourly
	Code Enforcement Technician *(through June 30, 2025)*	Non Exempt	General				$ 2,034.40	$ 2,084.80	$ 2,136.80	$ 2,190.40	$ 2,245.60	$ 2,301.60	$ 2,359.20	$ 2,417.60	$ 2,478.40	$ 2,540.00	Bi-weekly*
	Maintenance Worker I *(effective July 1, 2025)*	Non Exempt	General				$ 4,407.87	$ 4,517.07	$ 4,629.73	$ 4,745.87	$ 4,865.47	$ 4,986.80	$ 5,111.60	$ 5,238.13	$ 5,369.87	$ 5,503.33	Monthly*
							$ 52,894.40	$ 54,204.80	$ 55,556.80	$ 56,950.40	$ 58,385.60	$ 59,841.60	$ 61,339.20	$ 62,857.60	$ 64,438.40	$ 66,040.00	Annually*
113	Administrative Assistant II *(through June 30, 2025)*	Non Exempt	General				$ 26.70	$ 27.36	$ 28.05	$ 28.75	$ 29.47	$ 30.20	$ 30.96	$ 31.73	$ 32.53	$ 33.34	Hourly
	Deputy City Clerk I *(through June 30, 2025)*	Non Exempt	General				$ 2,136.00	$ 2,188.80	$ 2,244.00	$ 2,300.00	$ 2,357.60	$ 2,416.00	$ 2,476.80	$ 2,538.40	$ 2,602.40	$ 2,667.20	Bi-weekly*
							$ 4,628.00	$ 4,742.40	$ 4,862.00	$ 4,983.33	$ 5,108.13	$ 5,234.67	$ 5,366.40	$ 5,499.87	$ 5,638.53	$ 5,778.93	Monthly*
							$ 55,536.00	$ 56,908.80	$ 58,344.00	$ 59,800.00	$ 61,297.60	$ 62,816.00	$ 64,396.80	$ 65,998.40	$ 67,662.40	$ 69,347.20	Annually*
114	Accounting Specialist II *(through June 30, 2025)*	Non Exempt	General				$ 28.03	$ 28.73	$ 29.45	$ 30.19	$ 30.94	$ 31.71	$ 32.51	$ 33.32	$ 34.15	$ 35.01	Hourly
	Code Enforcement Officer I *(through June 30, 2025)*	Non Exempt	General				$ 2,242.40	$ 2,298.40	$ 2,356.00	$ 2,415.20	$ 2,475.20	$ 2,536.80	$ 2,600.80	$ 2,665.60	$ 2,732.00	$ 2,800.80	Bi-weekly*
	Senior Maintenance Worker *(through June 30, 2025)*	Non Exempt	General				$ 4,858.53	$ 4,979.87	$ 5,104.67	$ 5,232.93	$ 5,362.93	$ 5,496.40	$ 5,635.07	$ 5,775.47	$ 5,919.33	$ 6,068.40	Monthly*
	Development Services Technician I	Non Exempt	General				$ 58,302.40	$ 59,758.40	$ 61,256.00	$ 62,795.20	$ 64,355.20	$ 65,956.80	$ 67,620.80	$ 69,305.60	$ 71,032.00	$ 72,820.80	Annually*
	Code Enforcement Technician *(effective July 1, 2025)*	Non Exempt	General														
	Maintenance Worker II *(effective July 1, 2025)*	Non Exempt	General														
	Accounting Specialist I *(effective July 1, 2025)*	Non Exempt	General														
115	Engineering Technician I *(through June 30, 2025)*	Non Exempt	General				$ 29.43	$ 30.17	$ 30.92	$ 31.70	$ 32.49	$ 33.30	$ 34.13	$ 34.99	$ 35.86	$ 36.76	Hourly
	Human Resources Technician *(through June 30, 2025)*	Non Exempt	General				$ 2,354.40	$ 2,413.60	$ 2,473.60	$ 2,536.00	$ 2,599.20	$ 2,664.00	$ 2,730.40	$ 2,799.20	$ 2,868.80	$ 2,940.80	Bi-weekly*
	Deputy City Clerk I *(effective July 1, 2025)*	Non Exempt	General				$ 5,101.20	$ 5,229.47	$ 5,359.47	$ 5,494.67	$ 5,631.60	$ 5,772.00	$ 5,915.87	$ 6,064.93	$ 6,215.73	$ 6,371.73	Monthly*
	Administrative Assistant II *(effective July 1, 2025)*	Non Exempt	General				$ 61,214.40	$ 62,753.60	$ 64,313.60	$ 65,936.00	$ 67,579.20	$ 69,264.00	$ 70,990.40	$ 72,779.20	$ 74,588.80	$ 76,460.80	Annually*
116	Code Enforcement Officer II *(through June 30, 2025)*	Non Exempt	General	$ 26.70	$ 28.03	$ 29.43	$ 30.90	$ 31.68	$ 32.47	$ 33.28	$ 34.11	$ 34.96	$ 35.84	$ 36.73	$ 37.65	$ 38.59	Hourly
	Development Services Technician II	Non Exempt	General	$ 2,136.00	$ 2,242.40	$ 2,354.40	$ 2,472.00	$ 2,534.40	$ 2,597.60	$ 2,662.40	$ 2,728.80	$ 2,796.80	$ 2,867.20	$ 2,938.40	$ 3,012.00	$ 3,087.20	Bi-weekly*
	Senior Maintenance Worker *(effective July 1, 2025)*	Non Exempt	General	$ 4,628.00	$ 4,858.53	$ 5,101.20	$ 5,356.00	$ 5,491.20	$ 5,628.13	$ 5,768.53	$ 5,912.40	$ 6,059.73	$ 6,212.27	$ 6,366.53	$ 6,526.00	$ 6,688.93	Monthly*
	Accounting Specialist II *(effective July 1, 2025)*	Non Exempt	General	$ 55,536.00	$ 58,302.40	$ 61,214.40	$ 64,272.00	$ 65,894.40	$ 67,537.60	$ 69,222.40	$ 70,948.80	$ 72,716.80	$ 74,547.20	$ 76,398.40	$ 78,312.00	$ 80,267.20	Annually*

Effective January 1, 2025, unless otherwise noted with a later date.

*Bi-weekly, Monthly, and Annual amounts are estimates. In the event of a discrepancy, the hourly rate will be used.

Approved at a regular City Counil Meeting on 12/11/2024

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
117	Assistant Planner *(through June 30, 2025)*	Non Exempt	General	$ 28.03	$ 29.43	$ 30.90	$ 32.45	$ 33.26	$ 34.09	$ 34.94	$ 35.82	$ 36.71	$ 37.63	$ 38.57	$ 39.54	$ 40.52	Hourly
	Engineering Technician II *(through June 30, 2025)*	Non Exempt	General	$ 2,242.40	$ 2,354.40	$ 2,472.00	$ 2,596.00	$ 2,660.80	$ 2,727.20	$ 2,795.20	$ 2,865.60	$ 2,936.80	$ 3,010.40	$ 3,085.60	$ 3,163.20	$ 3,241.60	Bi-weekly*
	Plans Examiner I *(through June 30, 2025)*	Non Exempt	General	$ 4,858.53	$ 5,101.20	$ 5,356.00	$ 5,624.67	$ 5,765.07	$ 5,908.93	$ 6,056.27	$ 6,208.80	$ 6,363.07	$ 6,522.53	$ 6,685.47	$ 6,853.60	$ 7,023.47	Monthly*
	Engineering Technician I *(effective July 1, 2025)*	Non Exempt	General	$ 58,302.40	$ 61,214.40	$ 64,272.00	$ 67,496.00	$ 69,180.80	$ 70,907.20	$ 72,675.20	$ 74,505.60	$ 76,356.80	$ 78,270.40	$ 80,225.60	$ 82,243.20	$ 84,281.60	Annually*
	Code Enforcement Officer I *(effective July 1, 2025)*	Non Exempt	General														
	Human Resources Technician *(effective July 1, 2025)*	Non Exempt	General														
118	Deputy City Clerk II *(through June 30, 2025)*	Non Exempt	General	$ 29.43	$ 30.90	$ 32.45	$ 34.07	$ 34.92	$ 35.80	$ 36.69	$ 37.61	$ 38.55	$ 39.51	$ 40.50	$ 41.51	$ 42.55	Hourly
	Management Analyst I *(through June 30, 2025)*	Non Exempt	General	$ 2,354.40	$ 2,472.00	$ 2,596.00	$ 2,725.60	$ 2,793.60	$ 2,864.00	$ 2,935.20	$ 3,008.80	$ 3,084.00	$ 3,160.80	$ 3,240.00	$ 3,320.80	$ 3,404.00	Bi-weekly*
	Purchasing & Contracts Coordinator *(through June 30, 2025)*	Non Exempt	General	$ 5,101.20	$ 5,356.00	$ 5,624.67	$ 5,905.47	$ 6,052.80	$ 6,205.33	$ 6,359.60	$ 6,519.07	$ 6,682.00	$ 6,848.40	$ 7,020.00	$ 7,195.07	$ 7,375.33	Monthly*
	Senior Code Enforcement Officer *(through June 30, 2025)*	Non Exempt	General	$ 61,214.40	$ 64,272.00	$ 67,496.00	$ 70,865.60	$ 72,633.60	$ 74,464.00	$ 76,315.20	$ 78,228.80	$ 80,184.00	$ 82,180.80	$ 84,240.00	$ 86,340.80	$ 88,504.00	Annually*
	Executive Assistant *(through June 30, 2025)*	Non Exempt	General														
	Engineering Technician II *(effective July 1, 2025)*	Non Exempt	General														
	Plans Examiner I *(effective July 1, 2025)*	Non Exempt	General														
119	Accountant I *(through June 30, 2025)*	Non Exempt	General	$ 30.90	$ 32.45	$ 34.07	$ 35.78	$ 36.67	$ 37.59	$ 38.53	$ 39.49	$ 40.48	$ 41.49	$ 42.52	$ 43.59	$ 44.68	Hourly
	Facilities Contract Specialist	Non Exempt	General	$ 2,472.00	$ 2,596.00	$ 2,725.60	$ 2,862.40	$ 2,933.60	$ 3,007.20	$ 3,082.40	$ 3,159.20	$ 3,238.40	$ 3,319.20	$ 3,401.60	$ 3,487.20	$ 3,574.40	Bi-weekly*
	Public Works Inspector I	Non Exempt	General	$ 5,356.00	$ 5,624.67	$ 5,905.47	$ 6,201.87	$ 6,356.13	$ 6,515.60	$ 6,678.53	$ 6,844.93	$ 7,016.53	$ 7,191.60	$ 7,370.13	$ 7,555.60	$ 7,744.53	Monthly*
	Building Inspector I	Non Exempt	General	$ 64,272.00	$ 67,496.00	$ 70,865.60	$ 74,422.40	$ 76,273.60	$ 78,187.20	$ 80,142.40	$ 82,139.20	$ 84,198.40	$ 86,299.20	$ 88,441.60	$ 90,667.20	$ 92,934.40	Annually*
	Code Enforcement Officer II *(effective July 1, 2025)*	Non Exempt	General														
	Purchasing & Contracts Coordinator *(effective July 1, 2025)*	Non Exempt	General														
120	Assistant Engineer *(through June 30, 2025)*	Non Exempt	General	$ 32.45	$ 34.07	$ 35.78	$ 37.56	$ 38.50	$ 39.46	$ 40.45	$ 41.46	$ 42.50	$ 43.56	$ 44.65	$ 45.77	$ 46.91	Hourly
	Building Inspector II	Non Exempt	General	$ 2,596.00	$ 2,725.60	$ 2,862.40	$ 3,004.80	$ 3,080.00	$ 3,156.80	$ 3,236.00	$ 3,316.80	$ 3,400.00	$ 3,484.80	$ 3,572.00	$ 3,661.60	$ 3,752.80	Bi-weekly*
	Deputy City Clerk II *(effective July 1, 2025)*	Non Exempt	General	$ 5,624.67	$ 5,905.47	$ 6,201.87	$ 6,510.40	$ 6,673.33	$ 6,839.73	$ 7,011.33	$ 7,186.40	$ 7,366.67	$ 7,550.40	$ 7,739.33	$ 7,933.47	$ 8,131.07	Monthly*
	Executive Assistant *(effective July 1, 2025)*	Non Exempt	General	$ 67,496.00	$ 70,865.60	$ 74,422.40	$ 78,124.80	$ 80,080.00	$ 82,076.80	$ 84,136.00	$ 86,236.80	$ 88,400.00	$ 90,604.80	$ 92,872.00	$ 95,201.60	$ 97,572.80	Annually*
	Assistant Planner *(effective July 1, 2025)*	Non Exempt	General														
	Accountant I *(effective July 1, 2025)*	Non Exempt	General														
	Management Analyst I *(effective July 1, 2025)*	Non Exempt	General														
121	Accountant II *(through June 30, 2025)*	Non Exempt	General	$ 34.07	$ 35.78	$ 37.56	$ 39.44	$ 40.43	$ 41.44	$ 42.47	$ 43.54	$ 44.62	$ 45.74	$ 46.88	$ 48.05	$ 49.26	Hourly
	Assistant City Clerk *(through June 30, 2025)*	Non Exempt	General	$ 2,725.60	$ 2,862.40	$ 3,004.80	$ 3,155.20	$ 3,234.40	$ 3,315.20	$ 3,397.60	$ 3,483.20	$ 3,569.60	$ 3,659.20	$ 3,750.40	$ 3,844.00	$ 3,940.80	Bi-weekly*
	Management Analyst II *(through June 30, 2025)*	Non Exempt	General	$ 5,905.47	$ 6,201.87	$ 6,510.40	$ 6,836.27	$ 7,007.87	$ 7,182.93	$ 7,361.47	$ 7,546.93	$ 7,734.13	$ 7,928.27	$ 8,125.87	$ 8,328.67	$ 8,538.40	Monthly*
	Public Works Inspector II	Non Exempt	General	$ 70,865.60	$ 74,422.40	$ 78,124.80	$ 82,035.20	$ 84,094.40	$ 86,195.20	$ 88,337.60	$ 90,563.20	$ 92,809.60	$ 95,139.20	$ 97,510.40	$ 99,944.00	$ 102,460.80	Annually*
	Senior Code Enforcement Officer *(effective July 1, 2025)*	Non Exempt	General														
122	Associate Planner *(through June 30, 2025)*	Non Exempt	General	$ 35.78	$ 37.56	$ 39.44	$ 41.41	$ 42.45	$ 43.51	$ 44.60	$ 45.71	$ 46.85	$ 48.03	$ 49.23	$ 50.46	$ 51.72	Hourly
	Human Resources Analyst *(through June 30, 2025)*	Non Exempt	General	$ 2,862.40	$ 3,004.80	$ 3,155.20	$ 3,312.80	$ 3,396.00	$ 3,480.80	$ 3,568.00	$ 3,656.80	$ 3,748.00	$ 3,842.40	$ 3,938.40	$ 4,036.80	$ 4,137.60	Bi-weekly*
	Plans Examiner II *(through June 30, 2025)*	Non Exempt	General	$ 6,201.87	$ 6,510.40	$ 6,836.27	$ 7,177.73	$ 7,358.00	$ 7,541.73	$ 7,730.67	$ 7,923.07	$ 8,120.67	$ 8,325.20	$ 8,533.20	$ 8,746.40	$ 8,964.80	Monthly*
	Accountant II *(effective July 1, 2025)*	Non Exempt	General	$ 74,422.40	$ 78,124.80	$ 82,035.20	$ 86,132.80	$ 88,296.00	$ 90,500.80	$ 92,768.00	$ 95,076.80	$ 97,448.00	$ 99,902.40	$ 102,398.40	$ 104,956.80	$ 107,577.60	Annually*
123	Associate Engineer *(through June 30, 2025)*	Non Exempt	General	$ 37.56	$ 39.44	$ 41.41	$ 43.48	$ 44.57	$ 45.68	$ 46.83	$ 48.00	$ 49.20	$ 50.43	$ 51.69	$ 52.98	$ 54.30	Hourly
	Field Supervisor	Non Exempt	General	$ 3,004.80	$ 3,155.20	$ 3,312.80	$ 3,478.40	$ 3,565.60	$ 3,654.40	$ 3,746.40	$ 3,840.00	$ 3,936.00	$ 4,034.40	$ 4,135.20	$ 4,238.40	$ 4,344.00	Bi-weekly*
	Senior Building Inspector	Non Exempt	General	$ 6,510.40	$ 6,836.27	$ 7,177.73	$ 7,536.53	$ 7,725.47	$ 7,917.87	$ 8,117.20	$ 8,320.00	$ 8,528.00	$ 8,741.20	$ 8,959.60	$ 9,183.20	$ 9,412.00	Monthly*
	Senior Public Works Inspector	Non Exempt	General	$ 78,124.80	$ 82,035.20	$ 86,132.80	$ 90,438.40	$ 92,705.60	$ 95,014.40	$ 97,406.40	$ 99,840.00	$ 102,336.00	$ 104,894.40	$ 107,515.20	$ 110,198.40	$ 112,944.00	Annually*
	Plans Examiner II *(effective July 1, 2025)*	Non Exempt	General														
	Associate Planner *(effective July 1, 2025)*	Non Exempt	General														
	Human Resources Analyst *(effective July 1, 2025)*	Non Exempt	General														
	Management Analyst II *(effective July 1, 2025)*	Non Exempt	General														
124	Assistant Engineer *(effective July 1, 2025)*	Non Exempt	General	$ 39.44	$ 41.41	$ 43.48	$ 45.66	$ 46.80	$ 47.97	$ 49.17	$ 50.40	$ 51.66	$ 52.95	$ 54.27	$ 55.63	$ 57.02	Hourly
	Assistant City Clerk *(effective July 1, 2025)*	Non Exempt	General	$ 3,155.20	$ 3,312.80	$ 3,478.40	$ 3,652.80	$ 3,744.00	$ 3,837.60	$ 3,933.60	$ 4,032.00	$ 4,132.80	$ 4,236.00	$ 4,341.60	$ 4,450.40	$ 4,561.60	Bi-weekly*
				$ 6,836.27	$ 7,177.73	$ 7,536.53	$ 7,914.40	$ 8,112.00	$ 8,314.80	$ 8,522.80	$ 8,736.00	$ 8,954.40	$ 9,178.00	$ 9,406.80	$ 9,642.53	$ 9,883.47	Monthly*
				$ 82,035.20	$ 86,132.80	$ 90,438.40	$ 94,972.80	$ 97,344.00	$ 99,777.60	$ 102,273.60	$ 104,832.00	$ 107,452.80	$ 110,136.00	$ 112,881.60	$ 115,710.40	$ 118,601.60	Annually*
125				$ 41.41	$ 43.48	$ 45.66	$ 47.94	$ 49.14	$ 50.37	$ 51.63	$ 52.92	$ 54.24	$ 55.60	$ 56.99	$ 58.41	$ 59.87	Hourly
				$ 3,312.80	$ 3,478.40	$ 3,652.80	$ 3,835.20	$ 3,931.20	$ 4,029.60	$ 4,130.40	$ 4,233.60	$ 4,339.20	$ 4,448.00	$ 4,559.20	$ 4,672.80	$ 4,789.60	Bi-weekly*
				$ 7,177.73	$ 7,536.53	$ 7,914.40	$ 8,309.60	$ 8,517.60	$ 8,730.80	$ 8,949.20	$ 9,172.80	$ 9,401.60	$ 9,637.33	$ 9,878.27	$ 10,124.40	$ 10,377.47	Monthly*
				$ 86,132.80	$ 90,438.40	$ 94,972.80	$ 99,715.20	$ 102,211.20	$ 104,769.60	$ 107,390.40	$ 110,073.60	$ 112,819.20	$ 115,648.00	$ 118,539.20	$ 121,492.80	$ 124,529.60	Annually*
126	Associate Engineer *(effective July 1, 2025)*	Non Exempt	General	$ 43.48	$ 45.66	$ 47.94	$ 50.34	$ 51.60	$ 52.89	$ 54.21	$ 55.56	$ 56.95	$ 58.37	$ 59.83	$ 61.33	$ 62.86	Hourly
				$ 3,478.40	$ 3,652.80	$ 3,835.20	$ 4,027.20	$ 4,128.00	$ 4,231.20	$ 4,336.80	$ 4,444.80	$ 4,556.00	$ 4,669.60	$ 4,786.40	$ 4,906.40	$ 5,028.80	Bi-weekly*
				$ 7,536.53	$ 7,914.40	$ 8,309.60	$ 8,725.60	$ 8,944.00	$ 9,167.60	$ 9,396.40	$ 9,630.40	$ 9,871.33	$ 10,117.47	$ 10,370.53	$ 10,630.53	$ 10,895.73	Monthly*
				$ 90,438.40	$ 94,972.80	$ 99,715.20	$ 104,707.20	$ 107,328.00	$ 110,011.20	$ 112,756.80	$ 115,564.80	$ 118,456.00	$ 121,409.60	$ 124,446.40	$ 127,566.40	$ 130,748.80	Annually*
127				$ 45.66	$ 47.94	$ 50.34	$ 52.85	$ 54.17	$ 55.53	$ 56.92	$ 58.34	$ 59.80	$ 61.29	$ 62.83	$ 64.40	$ 66.01	Hourly
				$ 3,652.80	$ 3,835.20	$ 4,027.20	$ 4,228.00	$ 4,333.60	$ 4,442.40	$ 4,553.60	$ 4,667.20	$ 4,784.00	$ 4,903.20	$ 5,026.40	$ 5,152.00	$ 5,280.80	Bi-weekly*
				$ 7,914.40	$ 8,309.60	$ 8,725.60	$ 9,160.67	$ 9,389.47	$ 9,625.20	$ 9,866.13	$ 10,112.27	$ 10,365.33	$ 10,623.60	$ 10,890.53	$ 11,162.67	$ 11,441.73	Monthly*
				$ 94,972.80	$ 99,715.20	$ 104,707.20	$ 109,928.00	$ 112,673.60	$ 115,502.40	$ 118,393.60	$ 121,347.20	$ 124,384.00	$ 127,483.20	$ 130,686.40	$ 133,952.00	$ 137,300.80	Annually*
128				$ 47.94	$ 50.34	$ 52.85	$ 55.50	$ 56.88	$ 58.31	$ 59.76	$ 61.26	$ 62.79	$ 64.36	$ 65.97	$ 67.62	$ 69.31	Hourly
				$ 3,835.20	$ 4,027.20	$ 4,228.00	$ 4,440.00	$ 4,550.40	$ 4,664.80	$ 4,780.80	$ 4,900.80	$ 5,023.20	$ 5,148.80	$ 5,277.60	$ 5,409.60	$ 5,544.80	Bi-weekly*
				$ 8,309.60	$ 8,725.60	$ 9,160.67	$ 9,620.00	$ 9,859.20	$ 10,107.07	$ 10,358.40	$ 10,618.40	$ 10,883.60	$ 11,155.73	$ 11,434.80	$ 11,720.80	$ 12,013.73	Monthly*
				$ 99,715.20	$ 104,707.20	$ 109,928.00	$ 115,440.00	$ 118,310.40	$ 121,284.80	$ 124,300.80	$ 127,420.80	$ 130,603.20	$ 133,868.80	$ 137,217.60	$ 140,649.60	$ 144,164.80	Annually*

Effective January 1, 2025, unless otherwise noted with a later date.

*Bi-weekly, Monthly, and Annual amounts are estimates. In the event of a discrepancy, the hourly rate will be used.

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
129				$ 50.34	$ 52.85	$ 55.50	$ 58.27	$ 59.73	$ 61.22	$ 62.75	$ 64.32	$ 65.93	$ 67.58	$ 69.26	$ 71.00	$ 72.77	Hourly
				$ 4,027.20	$ 4,228.00	$ 4,440.00	$ 4,661.60	$ 4,778.40	$ 4,897.60	$ 5,020.00	$ 5,145.60	$ 5,274.40	$ 5,406.40	$ 5,540.80	$ 5,680.00	$ 5,821.60	Bi-weekly*
				$ 8,725.60	$ 9,160.67	$ 9,620.00	$ 10,100.13	$ 10,353.20	$ 10,611.47	$ 10,876.67	$ 11,148.80	$ 11,427.87	$ 11,713.87	$ 12,005.07	$ 12,306.67	$ 12,613.47	Monthly*
				$ 104,707.20	$ 109,928.00	$ 115,440.00	$ 121,201.60	$ 124,238.40	$ 127,337.60	$ 130,520.00	$ 133,785.60	$ 137,134.40	$ 140,566.40	$ 144,060.80	$ 147,680.00	$ 151,361.60	Annually*
130				$ 52.85	$ 55.50	$ 58.27	$ 61.18	$ 62.71	$ 64.28	$ 65.89	$ 67.54	$ 69.22	$ 70.95	$ 72.73	$ 74.55	$ 76.41	Hourly
				$ 4,228.00	$ 4,440.00	$ 4,661.60	$ 4,894.40	$ 5,016.80	$ 5,142.40	$ 5,271.20	$ 5,403.20	$ 5,537.60	$ 5,676.00	$ 5,818.40	$ 5,964.00	$ 6,112.80	Bi-weekly*
				$ 9,160.67	$ 9,620.00	$ 10,100.13	$ 10,604.53	$ 10,869.73	$ 11,141.87	$ 11,420.93	$ 11,706.93	$ 11,998.13	$ 12,298.00	$ 12,606.53	$ 12,922.00	$ 13,244.40	Monthly*
				$ 109,928.00	$ 115,440.00	$ 121,201.60	$ 127,254.40	$ 130,436.80	$ 133,702.40	$ 137,051.20	$ 140,483.20	$ 143,977.60	$ 147,576.00	$ 151,278.40	$ 155,064.00	$ 158,932.80	Annually*
220				$ 32.45	$ 34.07	$ 35.78	$ 37.56	$ 38.50	$ 39.46	$ 40.45	$ 41.46	$ 42.50	$ 43.56	$ 44.65	$ 45.77	$ 46.91	Hourly
				$ 2,596.00	$ 2,725.60	$ 2,862.40	$ 3,004.80	$ 3,080.00	$ 3,156.80	$ 3,236.00	$ 3,316.80	$ 3,400.00	$ 3,484.80	$ 3,572.00	$ 3,661.60	$ 3,752.80	Bi-weekly*
				$ 5,624.67	$ 5,905.47	$ 6,201.87	$ 6,510.40	$ 6,673.33	$ 6,839.73	$ 7,011.33	$ 7,186.40	$ 7,366.67	$ 7,550.40	$ 7,739.33	$ 7,933.47	$ 8,131.07	Monthly*
				$ 67,496.00	$ 70,865.60	$ 74,422.40	$ 78,124.80	$ 80,080.00	$ 82,076.80	$ 84,136.00	$ 86,236.80	$ 88,400.00	$ 90,604.80	$ 92,872.00	$ 95,201.60	$ 97,572.80	Annually*
221				$ 34.07	$ 35.78	$ 37.56	$ 39.44	$ 40.43	$ 41.44	$ 42.47	$ 43.54	$ 44.62	$ 45.74	$ 46.88	$ 48.05	$ 49.26	Hourly
				$ 2,725.60	$ 2,862.40	$ 3,004.80	$ 3,155.20	$ 3,234.40	$ 3,315.20	$ 3,397.60	$ 3,483.20	$ 3,569.60	$ 3,659.20	$ 3,750.40	$ 3,844.00	$ 3,940.80	Bi-weekly*
				$ 5,905.47	$ 6,201.87	$ 6,510.40	$ 6,836.27	$ 7,007.87	$ 7,182.93	$ 7,361.47	$ 7,546.93	$ 7,734.13	$ 7,928.27	$ 8,125.87	$ 8,328.67	$ 8,538.40	Monthly*
				$ 70,865.60	$ 74,422.40	$ 78,124.80	$ 82,035.20	$ 84,094.40	$ 86,195.20	$ 88,337.60	$ 90,563.20	$ 92,809.60	$ 95,139.20	$ 97,510.40	$ 99,944.00	$ 102,460.80	Annually*
222				$ 35.78	$ 37.56	$ 39.44	$ 41.41	$ 42.45	$ 43.51	$ 44.60	$ 45.71	$ 46.85	$ 48.03	$ 49.23	$ 50.46	$ 51.72	Hourly
				$ 2,862.40	$ 3,004.80	$ 3,155.20	$ 3,312.80	$ 3,396.00	$ 3,480.80	$ 3,568.00	$ 3,656.80	$ 3,748.00	$ 3,842.40	$ 3,938.40	$ 4,036.80	$ 4,137.60	Bi-weekly*
				$ 6,201.87	$ 6,510.40	$ 6,836.27	$ 7,177.73	$ 7,358.00	$ 7,541.73	$ 7,730.67	$ 7,923.07	$ 8,120.67	$ 8,325.20	$ 8,533.20	$ 8,746.40	$ 8,964.80	Monthly*
				$ 74,422.40	$ 78,124.80	$ 82,035.20	$ 86,132.80	$ 88,296.00	$ 90,500.80	$ 92,768.00	$ 95,076.80	$ 97,448.00	$ 99,902.40	$ 102,398.40	$ 104,956.80	$ 107,577.60	Annually*
223	Senior Financial Analyst *(through June 30, 2025)*	Exempt	General	$ 37.56	$ 39.44	$ 41.41	$ 43.48	$ 44.57	$ 45.68	$ 46.83	$ 48.00	$ 49.20	$ 50.43	$ 51.69	$ 52.98	$ 54.30	Hourly
	Senior Management Analyst *(through June 30, 2025)*	Exempt	General	$ 3,004.80	$ 3,155.20	$ 3,312.80	$ 3,478.40	$ 3,565.60	$ 3,654.40	$ 3,746.40	$ 3,840.00	$ 3,936.00	$ 4,034.40	$ 4,135.20	$ 4,238.40	$ 4,344.00	Bi-weekly*
	Code Enforcement Supervisor *(through June 30, 2025)*	Exempt	General	$ 6,510.40	$ 6,836.27	$ 7,177.73	$ 7,536.53	$ 7,725.47	$ 7,917.87	$ 8,117.20	$ 8,320.00	$ 8,528.00	$ 8,741.20	$ 8,959.60	$ 9,183.20	$ 9,412.00	Monthly*
	Senior Accountant *(through June 30, 2025)*	Exempt	General	$ 78,124.80	$ 82,035.20	$ 86,132.80	$ 90,438.40	$ 92,705.60	$ 95,014.40	$ 97,406.40	$ 99,840.00	$ 102,336.00	$ 104,894.40	$ 107,515.20	$ 110,198.40	$ 112,944.00	Annually*
224	Senior Planner *(through June 30, 2025)*	Exempt	General	$ 39.44	$ 41.41	$ 43.48	$ 45.66	$ 46.80	$ 47.97	$ 49.17	$ 50.40	$ 51.66	$ 52.95	$ 54.27	$ 55.63	$ 57.02	Hourly
	Code Enforcement Supervisor *(effective July 1, 2025)*	Exempt	General	$ 3,155.20	$ 3,312.80	$ 3,478.40	$ 3,652.80	$ 3,744.00	$ 3,837.60	$ 3,933.60	$ 4,032.00	$ 4,132.80	$ 4,236.00	$ 4,341.60	$ 4,450.40	$ 4,561.60	Bi-weekly*
				$ 6,836.27	$ 7,177.73	$ 7,536.53	$ 7,914.40	$ 8,112.00	$ 8,314.80	$ 8,522.80	$ 8,736.00	$ 8,954.40	$ 9,178.00	$ 9,406.80	$ 9,642.53	$ 9,883.47	Monthly*
				$ 82,035.20	$ 86,132.80	$ 90,438.40	$ 94,972.80	$ 97,344.00	$ 99,777.60	$ 102,273.60	$ 104,832.00	$ 107,452.80	$ 110,136.00	$ 112,881.60	$ 115,710.40	$ 118,601.60	Annually*
225				$ 41.41	$ 43.48	$ 45.66	$ 47.94	$ 49.14	$ 50.37	$ 51.63	$ 52.92	$ 54.24	$ 55.60	$ 56.99	$ 58.41	$ 59.87	Hourly
				$ 3,312.80	$ 3,478.40	$ 3,652.80	$ 3,835.20	$ 3,931.20	$ 4,029.60	$ 4,130.40	$ 4,233.60	$ 4,339.20	$ 4,448.00	$ 4,559.20	$ 4,672.80	$ 4,789.60	Bi-weekly*
				$ 7,177.73	$ 7,536.53	$ 7,914.40	$ 8,309.60	$ 8,517.60	$ 8,730.80	$ 8,949.20	$ 9,172.80	$ 9,401.60	$ 9,637.33	$ 9,878.27	$ 10,124.40	$ 10,377.47	Monthly*
				$ 86,132.80	$ 90,438.40	$ 94,972.80	$ 99,715.20	$ 102,211.20	$ 104,769.60	$ 107,390.40	$ 110,073.60	$ 112,819.20	$ 115,648.00	$ 118,539.20	$ 121,492.80	$ 124,529.60	Annually*
226	Code Enforcement Manager *(through June 30, 2025)*	Exempt	Management	$ 43.48	$ 45.66	$ 47.94	$ 50.34	$ 51.60	$ 52.89	$ 54.21	$ 55.56	$ 56.95	$ 58.37	$ 59.83	$ 61.33	$ 62.86	Hourly
	Building Inspection Supervisor	Exempt	General	$ 3,478.40	$ 3,652.80	$ 3,835.20	$ 4,027.20	$ 4,128.00	$ 4,231.20	$ 4,336.80	$ 4,444.80	$ 4,556.00	$ 4,669.60	$ 4,786.40	$ 4,906.40	$ 5,028.80	Bi-weekly*
	Supervising Public Works Inspector	Exempt	General	$ 7,536.53	$ 7,914.40	$ 8,309.60	$ 8,725.60	$ 8,944.00	$ 9,167.60	$ 9,396.40	$ 9,630.40	$ 9,871.33	$ 10,117.47	$ 10,370.53	$ 10,630.53	$ 10,895.73	Monthly*
	Senior Planner *(effective July 1, 2025)*	Exempt	General	$ 90,438.40	$ 94,972.80	$ 99,715.20	$ 104,707.20	$ 107,328.00	$ 110,011.20	$ 112,756.80	$ 115,564.80	$ 118,456.00	$ 121,409.60	$ 124,446.40	$ 127,566.40	$ 130,748.80	Annually*
	Senior Accountant *(effective July 1, 2025)*	Exempt	General														
	Senior Financial Analyst *(effective July 1, 2025)*	Exempt	General														
	Senior Management Analyst *(effective July 1, 2025)*	Exempt	General														
227	Community Services Manager *(through June 30, 2025)*	Exempt	Management	$ 45.66	$ 47.94	$ 50.34	$ 52.85	$ 54.17	$ 55.53	$ 56.92	$ 58.34	$ 59.80	$ 61.29	$ 62.83	$ 64.40	$ 66.01	Hourly
				$ 3,652.80	$ 3,835.20	$ 4,027.20	$ 4,228.00	$ 4,333.60	$ 4,442.40	$ 4,553.60	$ 4,667.20	$ 4,784.00	$ 4,903.20	$ 5,026.40	$ 5,152.00	$ 5,280.80	Bi-weekly*
				$ 7,914.40	$ 8,309.60	$ 8,725.60	$ 9,160.67	$ 9,389.47	$ 9,625.20	$ 9,866.13	$ 10,112.27	$ 10,365.33	$ 10,623.60	$ 10,890.53	$ 11,162.67	$ 11,441.73	Monthly*
				$ 94,972.80	$ 99,715.20	$ 104,707.20	$ 109,928.00	$ 112,673.60	$ 115,502.40	$ 118,393.60	$ 121,347.20	$ 124,384.00	$ 127,483.20	$ 130,686.40	$ 133,952.00	$ 137,300.80	Annually*
228				$ 47.94	$ 50.34	$ 52.85	$ 55.50	$ 56.88	$ 58.31	$ 59.76	$ 61.26	$ 62.79	$ 64.36	$ 65.97	$ 67.62	$ 69.31	Hourly
				$ 3,835.20	$ 4,027.20	$ 4,228.00	$ 4,440.00	$ 4,550.40	$ 4,664.80	$ 4,780.80	$ 4,900.80	$ 5,023.20	$ 5,148.80	$ 5,277.60	$ 5,409.60	$ 5,544.80	Bi-weekly*
				$ 8,309.60	$ 8,725.60	$ 9,160.67	$ 9,620.00	$ 9,859.20	$ 10,107.07	$ 10,358.40	$ 10,618.40	$ 10,883.60	$ 11,155.73	$ 11,434.80	$ 11,720.80	$ 12,013.73	Monthly*
				$ 99,715.20	$ 104,707.20	$ 109,928.00	$ 115,440.00	$ 118,310.40	$ 121,284.80	$ 124,300.80	$ 127,420.80	$ 130,603.20	$ 133,868.80	$ 137,217.60	$ 140,649.60	$ 144,164.80	Annually*
229	Finance Manager *(through June 30, 2025)*	Exempt	Management	$ 50.34	$ 52.85	$ 55.50	$ 58.27	$ 59.73	$ 61.22	$ 62.75	$ 64.32	$ 65.93	$ 67.58	$ 69.26	$ 71.00	$ 72.77	Hourly
	Human Resources & Risk Manager *(through June 30, 2025)*	Exempt	Management	$ 4,027.20	$ 4,228.00	$ 4,440.00	$ 4,661.60	$ 4,778.40	$ 4,897.60	$ 5,020.00	$ 5,145.60	$ 5,274.40	$ 5,406.40	$ 5,540.80	$ 5,680.00	$ 5,821.60	Bi-weekly*
				$ 8,725.60	$ 9,160.67	$ 9,620.00	$ 10,100.13	$ 10,353.20	$ 10,611.47	$ 10,876.67	$ 11,148.80	$ 11,427.87	$ 11,713.87	$ 12,005.07	$ 12,306.67	$ 12,613.47	Monthly*
				$ 104,707.20	$ 109,928.00	$ 115,440.00	$ 121,201.60	$ 124,238.40	$ 127,337.60	$ 130,520.00	$ 133,785.60	$ 137,134.40	$ 140,566.40	$ 144,060.80	$ 147,680.00	$ 151,361.60	Annually*
230	Maintenance Manager	Exempt	Management	$ 52.85	$ 55.50	$ 58.27	$ 61.18	$ 62.71	$ 64.28	$ 65.89	$ 67.54	$ 69.22	$ 70.95	$ 72.73	$ 74.55	$ 76.41	Hourly
	Principal Planner	Exempt	Management	$ 4,228.00	$ 4,440.00	$ 4,661.60	$ 4,894.40	$ 5,016.80	$ 5,142.40	$ 5,271.20	$ 5,403.20	$ 5,537.60	$ 5,676.00	$ 5,818.40	$ 5,964.00	$ 6,112.80	Bi-weekly*
	Code Enforcement Manager *(effective July 1, 2025)*	Exempt	Management	$ 9,160.67	$ 9,620.00	$ 10,100.13	$ 10,604.53	$ 10,869.73	$ 11,141.87	$ 11,420.93	$ 11,706.93	$ 11,998.13	$ 12,298.00	$ 12,606.53	$ 12,922.00	$ 13,244.40	Monthly*
	Community Services Manager *(effective July 1, 2025)*	Exempt	Management	$ 109,928.00	$ 115,440.00	$ 121,201.60	$ 127,254.40	$ 130,436.80	$ 133,702.40	$ 137,051.20	$ 140,483.20	$ 143,977.60	$ 147,576.00	$ 151,278.40	$ 155,064.00	$ 158,932.80	Annually*
231	Engineering Division Manager	Exempt	Management	$ 55.50	$ 58.27	$ 61.18	$ 64.24	$ 65.85	$ 67.49	$ 69.18	$ 70.91	$ 72.68	$ 74.50	$ 76.36	$ 78.27	$ 80.23	Hourly
	Finance Manager *(effective July 1, 2025)*	Exempt	Management	$ 4,440.00	$ 4,661.60	$ 4,894.40	$ 5,139.20	$ 5,268.00	$ 5,399.20	$ 5,534.40	$ 5,672.80	$ 5,814.40	$ 5,960.00	$ 6,108.80	$ 6,261.60	$ 6,418.40	Bi-weekly*
	Human Resources & Risk Manager *(effective July 1, 2025)*	Exempt	Management	$ 9,620.00	$ 10,100.13	$ 10,604.53	$ 11,134.93	$ 11,414.00	$ 11,698.27	$ 11,991.20	$ 12,291.07	$ 12,597.87	$ 12,913.33	$ 13,235.73	$ 13,566.80	$ 13,906.53	Monthly*
				$ 115,440.00	$ 121,201.60	$ 127,254.40	$ 133,619.20	$ 136,968.00	$ 140,379.20	$ 143,894.40	$ 147,492.80	$ 151,174.40	$ 154,960.00	$ 158,828.80	$ 162,801.60	$ 166,878.40	Annually*

Effective January 1, 2025, unless otherwise noted with a later date.

*Bi-weekly, Monthly, and Annual amounts are estimates. In the event of a discrepancy, the hourly rate will be used.

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
232	Planning Manager	Exempt	Management	$ 58.27	$ 61.18	$ 64.24	$ 67.45	$ 69.14	$ 70.87	$ 72.64	$ 74.46	$ 76.32	$ 78.23	$ 80.18	$ 82.19	$ 84.24	Hourly
				$ 4,661.60	$ 4,894.40	$ 5,139.20	$ 5,396.00	$ 5,531.20	$ 5,669.60	$ 5,811.20	$ 5,956.80	$ 6,105.60	$ 6,258.40	$ 6,414.40	$ 6,575.20	$ 6,739.20	Bi-weekly*
				$ 10,100.13	$ 10,604.53	$ 11,134.93	$ 11,691.33	$ 11,984.27	$ 12,284.13	$ 12,590.93	$ 12,906.40	$ 13,228.80	$ 13,559.87	$ 13,897.87	$ 14,246.27	$ 14,601.60	Monthly*
				$ 121,201.60	$ 127,254.40	$ 133,619.20	$ 140,296.00	$ 143,811.20	$ 147,409.60	$ 151,091.20	$ 154,876.80	$ 158,745.60	$ 162,718.40	$ 166,774.40	$ 170,955.20	$ 175,219.20	Annually*
233	Senior Engineer	Exempt	Management	$ 61.18	$ 64.24	$ 67.45	$ 70.83	$ 72.60	$ 74.41	$ 76.27	$ 78.18	$ 80.13	$ 82.14	$ 84.19	$ 86.30	$ 88.45	Hourly
	Chief Building Official	Exempt	Management	$ 4,894.40	$ 5,139.20	$ 5,396.00	$ 5,666.40	$ 5,808.00	$ 5,952.80	$ 6,101.60	$ 6,254.40	$ 6,410.40	$ 6,571.20	$ 6,735.20	$ 6,904.00	$ 7,076.00	Bi-weekly*
				$ 10,604.53	$ 11,134.93	$ 11,691.33	$ 12,277.20	$ 12,584.00	$ 12,897.73	$ 13,220.13	$ 13,551.20	$ 13,889.20	$ 14,237.60	$ 14,592.93	$ 14,958.67	$ 15,331.33	Monthly*
				$ 127,254.40	$ 133,619.20	$ 140,296.00	$ 147,326.40	$ 151,008.00	$ 154,772.80	$ 158,641.60	$ 162,614.40	$ 166,670.40	$ 170,851.20	$ 175,115.20	$ 179,504.00	$ 183,976.00	Annually*
234				$ 64.24	$ 67.45	$ 70.83	$ 74.37	$ 76.23	$ 78.13	$ 80.09	$ 82.09	$ 84.14	$ 86.24	$ 88.40	$ 90.61	$ 92.87	Hourly
				$ 5,139.20	$ 5,396.00	$ 5,666.40	$ 5,949.60	$ 6,098.40	$ 6,250.40	$ 6,407.20	$ 6,567.20	$ 6,731.20	$ 6,899.20	$ 7,072.00	$ 7,248.80	$ 7,429.60	Bi-weekly*
				$ 11,134.93	$ 11,691.33	$ 12,277.20	$ 12,890.80	$ 13,213.20	$ 13,542.53	$ 13,882.27	$ 14,228.93	$ 14,584.27	$ 14,948.27	$ 15,322.67	$ 15,705.73	$ 16,097.47	Monthly*
				$ 133,619.20	$ 140,296.00	$ 147,326.40	$ 154,689.60	$ 158,558.40	$ 162,510.40	$ 166,587.20	$ 170,747.20	$ 175,011.20	$ 179,379.20	$ 183,872.00	$ 188,468.80	$ 193,169.60	Annually*
235	Principal Engineer	Exempt	Management	$ 67.45	$ 70.83	$ 74.37	$ 78.09	$ 80.04	$ 82.04	$ 84.09	$ 86.19	$ 88.35	$ 90.56	$ 92.82	$ 95.14	$ 97.52	Hourly
				$ 5,396.00	$ 5,666.40	$ 5,949.60	$ 6,247.20	$ 6,403.20	$ 6,563.20	$ 6,727.20	$ 6,895.20	$ 7,068.00	$ 7,244.80	$ 7,425.60	$ 7,611.20	$ 7,801.60	Bi-weekly*
				$ 11,691.33	$ 12,277.20	$ 12,890.80	$ 13,535.60	$ 13,873.60	$ 14,220.27	$ 14,575.60	$ 14,939.60	$ 15,314.00	$ 15,697.07	$ 16,088.80	$ 16,490.93	$ 16,903.47	Monthly*
				$ 140,296.00	$ 147,326.40	$ 154,689.60	$ 162,427.20	$ 166,483.20	$ 170,643.20	$ 174,907.20	$ 179,275.20	$ 183,768.00	$ 188,364.80	$ 193,065.60	$ 197,891.20	$ 202,841.60	Annually*
328				$ 47.94	$ 50.34	$ 52.85	$ 55.46	$ 56.84	$ 58.26	$ 59.72	$ 61.21	$ 62.74	$ 64.31	$ 65.92	$ 67.57	$ 69.26	Hourly
				$ 3,835.20	$ 4,027.20	$ 4,228.00	$ 4,436.80	$ 4,547.20	$ 4,660.80	$ 4,777.60	$ 4,896.80	$ 5,019.20	$ 5,144.80	$ 5,273.60	$ 5,405.60	$ 5,540.80	Bi-weekly*
				$ 8,309.60	$ 8,725.60	$ 9,160.67	$ 9,613.07	$ 9,852.27	$ 10,098.40	$ 10,351.47	$ 10,609.73	$ 10,874.93	$ 11,147.07	$ 11,426.13	$ 11,712.13	$ 12,005.07	Monthly*
				$ 99,715.20	$ 104,707.20	$ 109,928.00	$ 115,356.80	$ 118,227.20	$ 121,180.80	$ 124,217.60	$ 127,316.80	$ 130,499.20	$ 133,764.80	$ 137,113.60	$ 140,545.60	$ 144,060.80	Annually*
329				$ 50.34	$ 52.85	$ 55.50	$ 58.23	$ 59.68	$ 61.18	$ 62.71	$ 64.27	$ 65.88	$ 67.53	$ 69.22	$ 70.95	$ 72.72	Hourly
				$ 4,027.20	$ 4,228.00	$ 4,440.00	$ 4,658.40	$ 4,774.40	$ 4,894.40	$ 5,016.80	$ 5,141.60	$ 5,270.40	$ 5,402.40	$ 5,537.60	$ 5,676.00	$ 5,817.60	Bi-weekly*
				$ 8,725.60	$ 9,160.67	$ 9,620.00	$ 10,093.20	$ 10,344.53	$ 10,604.53	$ 10,869.73	$ 11,140.13	$ 11,419.20	$ 11,705.20	$ 11,998.13	$ 12,298.00	$ 12,604.80	Monthly*
				$ 104,707.20	$ 109,928.00	$ 115,440.00	$ 121,118.40	$ 124,134.40	$ 127,254.40	$ 130,436.80	$ 133,681.60	$ 137,030.40	$ 140,462.40	$ 143,977.60	$ 147,576.00	$ 151,257.60	Annually*
330	City Clerk *(through December 31, 2025)*	Exempt	Executive	$ 52.85	$ 55.50	$ 58.27	$ 61.14	$ 62.67	$ 64.24	$ 65.84	$ 67.49	$ 69.17	$ 70.90	$ 72.68	$ 74.49	$ 76.35	Hourly
	Assistant to the City Manager *(through December 31, 2025)*	Exempt	Executive	$ 4,228.00	$ 4,440.00	$ 4,661.60	$ 4,891.20	$ 5,013.60	$ 5,139.20	$ 5,267.20	$ 5,399.20	$ 5,533.60	$ 5,672.00	$ 5,814.40	$ 5,959.20	$ 6,108.00	Bi-weekly*
				$ 9,160.67	$ 9,620.00	$ 10,100.13	$ 10,597.60	$ 10,862.80	$ 11,134.93	$ 11,412.27	$ 11,698.27	$ 11,989.47	$ 12,289.33	$ 12,597.87	$ 12,911.60	$ 13,234.00	Monthly*
				$ 109,928.00	$ 115,440.00	$ 121,201.60	$ 127,171.20	$ 130,353.60	$ 133,619.20	$ 136,947.20	$ 140,379.20	$ 143,873.60	$ 147,472.00	$ 151,174.40	$ 154,939.20	$ 158,808.00	Annually*
331				$ 55.46	$ 58.23	$ 61.14	$ 64.20	$ 65.80	$ 67.45	$ 69.13	$ 70.86	$ 72.63	$ 74.45	$ 76.31	$ 78.22	$ 80.17	Hourly
				$ 4,436.80	$ 4,658.40	$ 4,891.20	$ 5,136.00	$ 5,264.00	$ 5,396.00	$ 5,530.40	$ 5,668.80	$ 5,810.40	$ 5,956.00	$ 6,104.80	$ 6,257.60	$ 6,413.60	Bi-weekly*
				$ 9,613.07	$ 10,093.20	$ 10,597.60	$ 11,128.00	$ 11,405.33	$ 11,691.33	$ 11,982.53	$ 12,282.40	$ 12,589.20	$ 12,904.67	$ 13,227.07	$ 13,558.13	$ 13,896.13	Monthly*
				$ 115,356.80	$ 121,118.40	$ 127,171.20	$ 133,536.00	$ 136,864.00	$ 140,296.00	$ 143,790.40	$ 147,388.80	$ 151,070.40	$ 154,856.00	$ 158,724.80	$ 162,697.60	$ 166,753.60	Annually*
332				$ 58.23	$ 61.14	$ 64.20	$ 67.41	$ 69.09	$ 70.82	$ 72.59	$ 74.40	$ 76.26	$ 78.17	$ 80.12	$ 82.13	$ 84.18	Hourly
				$ 4,658.40	$ 4,891.20	$ 5,136.00	$ 5,392.80	$ 5,527.20	$ 5,665.60	$ 5,807.20	$ 5,952.00	$ 6,100.80	$ 6,253.60	$ 6,409.60	$ 6,570.40	$ 6,734.40	Bi-weekly*
				$ 10,093.20	$ 10,597.60	$ 11,128.00	$ 11,684.40	$ 11,975.60	$ 12,275.47	$ 12,582.27	$ 12,896.00	$ 13,218.40	$ 13,549.47	$ 13,887.47	$ 14,235.87	$ 14,591.20	Monthly*
				$ 121,118.40	$ 127,171.20	$ 133,536.00	$ 140,212.80	$ 143,707.20	$ 147,305.60	$ 150,987.20	$ 154,752.00	$ 158,620.80	$ 162,593.60	$ 166,649.60	$ 170,830.40	$ 175,094.40	Annually*
333				$ 61.14	$ 64.20	$ 67.41	$ 70.78	$ 72.55	$ 74.36	$ 76.22	$ 78.12	$ 80.08	$ 82.08	$ 84.13	$ 86.23	$ 88.39	Hourly
				$ 4,891.20	$ 5,136.00	$ 5,392.80	$ 5,662.40	$ 5,804.00	$ 5,948.80	$ 6,097.60	$ 6,249.60	$ 6,406.40	$ 6,566.40	$ 6,730.40	$ 6,898.40	$ 7,071.20	Bi-weekly*
				$ 10,597.60	$ 11,128.00	$ 11,684.40	$ 12,268.53	$ 12,575.33	$ 12,889.07	$ 13,211.47	$ 13,540.80	$ 13,880.53	$ 14,227.20	$ 14,582.53	$ 14,946.53	$ 15,320.93	Monthly*
				$ 127,171.20	$ 133,536.00	$ 140,212.80	$ 147,222.40	$ 150,904.00	$ 154,668.80	$ 158,537.60	$ 162,489.60	$ 166,566.40	$ 170,726.40	$ 174,990.40	$ 179,358.40	$ 183,851.20	Annually*
334	Economic Development Director *(through December 31, 2025)*	Exempt	Executive	$ 64.20	$ 67.41	$ 70.78	$ 74.32	$ 76.17	$ 78.08	$ 80.03	$ 82.03	$ 84.08	$ 86.18	$ 88.34	$ 90.54	$ 92.81	Hourly
	City Clerk *(effective January 1, 2026)*	Exempt	Executive	$ 5,136.00	$ 5,392.80	$ 5,662.40	$ 5,945.60	$ 6,093.60	$ 6,246.40	$ 6,402.40	$ 6,562.40	$ 6,726.40	$ 6,894.40	$ 7,067.20	$ 7,243.20	$ 7,424.80	Bi-weekly*
				$ 11,128.00	$ 11,684.40	$ 12,268.53	$ 12,882.13	$ 13,202.80	$ 13,533.87	$ 13,871.87	$ 14,218.53	$ 14,573.87	$ 14,937.87	$ 15,312.27	$ 15,693.60	$ 16,087.07	Monthly*
				$ 133,536.00	$ 140,212.80	$ 147,222.40	$ 154,585.60	$ 158,433.60	$ 162,406.40	$ 166,462.40	$ 170,622.40	$ 174,886.40	$ 179,254.40	$ 183,747.20	$ 188,323.20	$ 193,044.80	Annually*
335				$ 67.41	$ 70.78	$ 74.32	$ 78.03	$ 79.98	$ 81.98	$ 84.03	$ 86.13	$ 88.28	$ 90.49	$ 92.75	$ 95.07	$ 97.45	Hourly
				$ 5,392.80	$ 5,662.40	$ 5,945.60	$ 6,242.40	$ 6,398.40	$ 6,558.40	$ 6,722.40	$ 6,890.40	$ 7,062.40	$ 7,239.20	$ 7,420.00	$ 7,605.60	$ 7,796.00	Bi-weekly*
				$ 11,684.40	$ 12,268.53	$ 12,882.13	$ 13,525.20	$ 13,863.20	$ 14,209.87	$ 14,565.20	$ 14,929.20	$ 15,301.87	$ 15,684.93	$ 16,076.67	$ 16,478.80	$ 16,891.33	Monthly*
				$ 140,212.80	$ 147,222.40	$ 154,585.60	$ 162,302.40	$ 166,358.40	$ 170,518.40	$ 174,782.40	$ 179,150.40	$ 183,622.40	$ 188,219.20	$ 192,920.00	$ 197,745.60	$ 202,696.00	Annually*
336	Community Services Director *(through December 31, 2025)*	Exempt	Executive	$ 70.83	$ 74.37	$ 78.09	$ 81.99	$ 84.04	$ 86.14	$ 88.29	$ 90.50	$ 92.76	$ 95.08	$ 97.46	$ 99.90	$ 102.39	Hourly
	Public Works Director *(through December 31, 2025)*	Exempt	Executive	$ 5,666.40	$ 5,949.60	$ 6,247.20	$ 6,559.20	$ 6,723.20	$ 6,891.20	$ 7,063.20	$ 7,240.00	$ 7,420.80	$ 7,606.40	$ 7,796.80	$ 7,992.00	$ 8,191.20	Bi-weekly*
				$ 12,277.20	$ 12,890.80	$ 13,535.60	$ 14,211.60	$ 14,566.93	$ 14,930.93	$ 15,303.60	$ 15,686.67	$ 16,078.40	$ 16,480.53	$ 16,893.07	$ 17,316.00	$ 17,747.60	Monthly*
				$ 147,326.40	$ 154,689.60	$ 162,427.20	$ 170,539.20	$ 174,803.20	$ 179,171.20	$ 183,643.20	$ 188,240.00	$ 192,940.80	$ 197,766.40	$ 202,716.80	$ 207,792.00	$ 212,971.20	Annually*
337	Administrative Services Director *(through December 31, 2025)*	Exempt	Executive	$ 74.37	$ 78.09	$ 81.99	$ 86.09	$ 88.24	$ 90.45	$ 92.71	$ 95.03	$ 97.40	$ 99.84	$ 102.33	$ 104.89	$ 107.51	Hourly
	Community Development Director *(through December 31, 2025)*	Exempt	Executive	$ 5,949.60	$ 6,247.20	$ 6,559.20	$ 6,887.20	$ 7,059.20	$ 7,236.00	$ 7,416.80	$ 7,602.40	$ 7,792.00	$ 7,987.20	$ 8,186.40	$ 8,391.20	$ 8,600.80	Bi-weekly*
	Public Works Director/City Engineer *(through December 31, 2025)*	Exempt	Executive	$ 12,890.80	$ 13,535.60	$ 14,211.60	$ 14,922.27	$ 15,294.93	$ 15,678.00	$ 16,069.73	$ 16,471.87	$ 16,882.67	$ 17,305.60	$ 17,737.20	$ 18,180.93	$ 18,635.07	Monthly*
				$ 154,689.60	$ 162,427.20	$ 170,539.20	$ 179,067.20	$ 183,539.20	$ 188,136.00	$ 192,836.80	$ 197,662.40	$ 202,592.00	$ 207,667.20	$ 212,846.40	$ 218,171.20	$ 223,620.80	Annually*
338	Deputy City Manager *(through December 31, 2025)*	Exempt	Executive	$ 78.09	$ 81.99	$ 86.09	$ 90.39	$ 92.65	$ 94.97	$ 97.34	$ 99.78	$ 102.27	$ 104.83	$ 107.45	$ 110.14	$ 112.89	Hourly
	Public Works Director *(effective January 1, 2026)*	Exempt	Executive	$ 6,247.20	$ 6,559.20	$ 6,887.20	$ 7,231.20	$ 7,412.00	$ 7,597.60	$ 7,787.20	$ 7,982.40	$ 8,181.60	$ 8,386.40	$ 8,596.00	$ 8,811.20	$ 9,031.20	Bi-weekly*
	Economic Development Director *(effective January 1, 2026)*	Exempt	Executive	$ 13,535.60	$ 14,211.60	$ 14,922.27	$ 15,667.60	$ 16,059.33	$ 16,461.47	$ 16,872.27	$ 17,295.20	$ 17,726.80	$ 18,170.53	$ 18,624.67	$ 19,090.93	$ 19,567.60	Monthly*
	Community Services Director *(effective January 1, 2026)*	Exempt	Executive	$ 162,427.20	$ 170,539.20	$ 179,067.20	$ 188,011.20	$ 192,712.00	$ 197,537.60	$ 202,467.20	$ 207,542.40	$ 212,721.60	$ 218,046.40	$ 223,496.00	$ 229,091.20	$ 234,811.20	Annually*
	City Clerk - MMC Certified *(effective January 1, 2026)*	Exempt	Executive														

Effective January 1, 2025, unless otherwise noted with a later date.

*Bi-weekly, Monthly, and Annual amounts are estimates. In the event of a discrepancy, the hourly rate will be used.

Pay Grade	Position	FLSA Status	Group	1	2	3	A	B	C	D	E	F	G	H	I	J	
339	Assistant City Manager *(through December 31, 2025)*	Exempt	Executive	$ 81.99	$ 86.09	$ 90.39	$ 94.91	$ 97.29	$ 99.72	$ 102.21	$ 104.77	$ 107.39	$ 110.07	$ 112.82	$ 115.64	$ 118.53	Hourly
	Administrative Services Director *(effective January 1, 2026)*	Exempt	Executive	$ 6,559.20	$ 6,887.20	$ 7,231.20	$ 7,592.80	$ 7,783.20	$ 7,977.60	$ 8,176.80	$ 8,381.60	$ 8,591.20	$ 8,805.60	$ 9,025.60	$ 9,251.20	$ 9,482.40	Bi-weekly*
	Community Development Director *(effective January 1, 2026)*	Exempt	Executive	$ 14,211.60	$ 14,922.27	$ 15,667.60	$ 16,451.07	$ 16,863.60	$ 17,284.80	$ 17,716.40	$ 18,160.13	$ 18,614.27	$ 19,078.80	$ 19,555.47	$ 20,044.27	$ 20,545.20	Monthly*
	Public Works Director/City Engineer *(effective January 1, 2026)*	Exempt	Executive	$ 170,539.20	$ 179,067.20	$ 188,011.20	$ 197,412.80	$ 202,363.20	$ 207,417.60	$ 212,596.80	$ 217,921.60	$ 223,371.20	$ 228,945.60	$ 234,665.60	$ 240,531.20	$ 246,542.40	Annually*
340	Deputy City Manager *(effective January 1, 2026)*	Exempt	Executive	$ 86.09	$ 90.39	$ 94.91	$ 99.66	$ 102.15	$ 104.70	$ 107.32	$ 110.00	$ 112.75	$ 115.57	$ 118.46	$ 121.42	$ 124.46	Hourly
				$ 6,887.20	$ 7,231.20	$ 7,592.80	$ 7,972.80	$ 8,172.00	$ 8,376.00	$ 8,585.60	$ 8,800.00	$ 9,020.00	$ 9,245.60	$ 9,476.80	$ 9,713.60	$ 9,956.80	Bi-weekly*
				$ 14,922.27	$ 15,667.60	$ 16,451.07	$ 17,274.40	$ 17,706.00	$ 18,148.00	$ 18,602.13	$ 19,066.67	$ 19,543.33	$ 20,032.13	$ 20,533.07	$ 21,046.13	$ 21,573.07	Monthly*
				$ 179,067.20	$ 188,011.20	$ 197,412.80	$ 207,292.80	$ 212,472.00	$ 217,776.00	$ 223,225.60	$ 228,800.00	$ 234,520.00	$ 240,385.60	$ 246,396.80	$ 252,553.60	$ 258,876.80	Annually*
341				$ 90.39	$ 94.91	$ 99.66	$ 104.64	$ 107.26	$ 109.94	$ 112.69	$ 115.50	$ 118.39	$ 121.35	$ 124.39	$ 127.49	$ 130.68	Hourly
				$ 7,231.20	$ 7,592.80	$ 7,972.80	$ 8,371.20	$ 8,580.80	$ 8,795.20	$ 9,015.20	$ 9,240.00	$ 9,471.20	$ 9,708.00	$ 9,951.20	$ 10,199.20	$ 10,454.40	Bi-weekly*
				$ 15,667.60	$ 16,451.07	$ 17,274.40	$ 18,137.60	$ 18,591.73	$ 19,056.27	$ 19,532.93	$ 20,020.00	$ 20,520.93	$ 21,034.00	$ 21,560.93	$ 22,098.27	$ 22,651.20	Monthly*
				$ 188,011.20	$ 197,412.80	$ 207,292.80	$ 217,651.20	$ 223,100.80	$ 228,675.20	$ 234,395.20	$ 240,240.00	$ 246,251.20	$ 252,408.00	$ 258,731.20	$ 265,179.20	$ 271,814.40	Annually*
342	Assistant City Manager *(effective January 1, 2026)*	Exempt	Executive	$ 94.91	$ 99.66	$ 104.64	$ 109.87	$ 112.62	$ 115.44	$ 118.32	$ 121.28	$ 124.31	$ 127.42	$ 130.60	$ 133.87	$ 137.22	Hourly
				$ 7,592.80	$ 7,972.80	$ 8,371.20	$ 8,789.60	$ 9,009.60	$ 9,235.20	$ 9,465.60	$ 9,702.40	$ 9,944.80	$ 10,193.60	$ 10,448.00	$ 10,709.60	$ 10,977.60	Bi-weekly*
				$ 16,451.07	$ 17,274.40	$ 18,137.60	$ 19,044.13	$ 19,520.80	$ 20,009.60	$ 20,508.80	$ 21,021.87	$ 21,547.07	$ 22,086.13	$ 22,637.33	$ 23,204.13	$ 23,784.80	Monthly*
				$ 197,412.80	$ 207,292.80	$ 217,651.20	$ 228,529.60	$ 234,249.60	$ 240,115.20	$ 246,105.60	$ 252,262.40	$ 258,564.80	$ 265,033.60	$ 271,648.00	$ 278,449.60	$ 285,417.60	Annually*
343				$ 99.66	$ 104.64	$ 109.87	$ 115.37	$ 118.25	$ 121.21	$ 124.24	$ 127.34	$ 130.53	$ 133.79	$ 137.13	$ 140.56	$ 144.08	Hourly
				$ 7,972.80	$ 8,371.20	$ 8,789.60	$ 9,229.60	$ 9,460.00	$ 9,696.80	$ 9,939.20	$ 10,187.20	$ 10,442.40	$ 10,703.20	$ 10,970.40	$ 11,244.80	$ 11,526.40	Bi-weekly*
				$ 17,274.40	$ 18,137.60	$ 19,044.13	$ 19,997.47	$ 20,496.67	$ 21,009.73	$ 21,534.93	$ 22,072.27	$ 22,625.20	$ 23,190.27	$ 23,769.20	$ 24,363.73	$ 24,973.87	Monthly*
				$ 207,292.80	$ 217,651.20	$ 228,529.60	$ 239,969.60	$ 245,960.00	$ 252,116.80	$ 258,419.20	$ 264,867.20	$ 271,502.40	$ 278,283.20	$ 285,230.40	$ 292,364.80	$ 299,686.40	Annually*
344				$ 104.64	$ 109.87	$ 115.37	$ 121.14	$ 124.16	$ 127.27	$ 130.45	$ 133.71	$ 137.05	$ 140.48	$ 143.99	$ 147.59	$ 151.28	Hourly
				$ 8,371.20	$ 8,789.60	$ 9,229.60	$ 9,691.20	$ 9,932.80	$ 10,181.60	$ 10,436.00	$ 10,696.80	$ 10,964.00	$ 11,238.40	$ 11,519.20	$ 11,807.20	$ 12,102.40	Bi-weekly*
				$ 18,137.60	$ 19,044.13	$ 19,997.47	$ 20,997.60	$ 21,521.07	$ 22,060.13	$ 22,611.33	$ 23,176.40	$ 23,755.33	$ 24,349.87	$ 24,958.27	$ 25,582.27	$ 26,221.87	Monthly*
				$ 217,651.20	$ 228,529.60	$ 239,969.60	$ 251,971.20	$ 258,252.80	$ 264,721.60	$ 271,336.00	$ 278,116.80	$ 285,064.00	$ 292,198.40	$ 299,499.20	$ 306,987.20	$ 314,662.40	Annually*
345				$ 109.87	$ 115.37	$ 121.14	$ 127.19	$ 130.37	$ 133.63	$ 136.97	$ 140.40	$ 143.91	$ 147.50	$ 151.19	$ 154.97	$ 158.84	Hourly
				$ 8,789.60	$ 9,229.60	$ 9,691.20	$ 10,175.20	$ 10,429.60	$ 10,690.40	$ 10,957.60	$ 11,232.00	$ 11,512.80	$ 11,800.00	$ 12,095.20	$ 12,397.60	$ 12,707.20	Bi-weekly*
				$ 19,044.13	$ 19,997.47	$ 20,997.60	$ 22,046.27	$ 22,597.47	$ 23,162.53	$ 23,741.47	$ 24,336.00	$ 24,944.40	$ 25,566.67	$ 26,206.27	$ 26,861.47	$ 27,532.27	Monthly*
				$ 228,529.60	$ 239,969.60	$ 251,971.20	$ 264,555.20	$ 271,169.60	$ 277,950.40	$ 284,897.60	$ 292,032.00	$ 299,332.80	$ 306,800.00	$ 314,475.20	$ 322,337.60	$ 330,387.20	Annually*
346				$ 115.37	$ 121.14	$ 127.19	$ 133.55	$ 136.89	$ 140.31	$ 143.82	$ 147.41	$ 151.10	$ 154.88	$ 158.75	$ 162.72	$ 166.79	Hourly
				$ 9,229.60	$ 9,691.20	$ 10,175.20	$ 10,684.00	$ 10,951.20	$ 11,224.80	$ 11,505.60	$ 11,792.80	$ 12,088.00	$ 12,390.40	$ 12,700.00	$ 13,017.60	$ 13,343.20	Bi-weekly*
				$ 19,997.47	$ 20,997.60	$ 22,046.27	$ 23,148.67	$ 23,727.60	$ 24,320.40	$ 24,928.80	$ 25,551.07	$ 26,190.67	$ 26,845.87	$ 27,516.67	$ 28,204.80	$ 28,910.27	Monthly*
				$ 239,969.60	$ 251,971.20	$ 264,555.20	$ 277,784.00	$ 284,731.20	$ 291,844.80	$ 299,145.60	$ 306,612.80	$ 314,288.00	$ 322,150.40	$ 330,200.00	$ 338,457.60	$ 346,923.20	Annually*
347				$ 121.14	$ 127.19	$ 133.55	$ 140.23	$ 143.73	$ 147.33	$ 151.01	$ 154.79	$ 158.65	$ 162.62	$ 166.69	$ 170.85	$ 175.12	Hourly
				$ 9,691.20	$ 10,175.20	$ 10,684.00	$ 11,218.40	$ 11,498.40	$ 11,786.40	$ 12,080.80	$ 12,383.20	$ 12,692.00	$ 13,009.60	$ 13,335.20	$ 13,668.00	$ 14,009.60	Bi-weekly*
				$ 20,997.60	$ 22,046.27	$ 23,148.67	$ 24,306.53	$ 24,913.20	$ 25,537.20	$ 26,175.07	$ 26,830.27	$ 27,499.33	$ 28,187.47	$ 28,892.93	$ 29,614.00	$ 30,354.13	Monthly*
				$ 251,971.20	$ 264,555.20	$ 277,784.00	$ 291,678.40	$ 298,958.40	$ 306,446.40	$ 314,100.80	$ 321,963.20	$ 329,992.00	$ 338,249.60	$ 346,715.20	$ 355,368.00	$ 364,249.60	Annually*
401	City Manager	Exempt	Executive				$ 127.00					**Contract Position**				$ 127.00	Hourly
							$ 10,160.00									$ 10,160.00	Bi-weekly*
							$ 22,013.33									$ 22,013.33	Monthly*
							$ 264,160.00									$ 264,160.00	Annually*
501	Retired Annuitant Clerical Extra Help	Non-Exempt	Retired Annuitant				$ 22.00	$ 23.10	$ 24.26	$ 25.47	$ 26.74	$ 28.08	$ 29.48	$ 30.96	$ 32.50	$ 34.13	Hourly
502	Retired Annuitant Analyst Extra Help	Non-Exempt	Retired Annuitant				$ 44.00	$ 46.20	$ 48.51	$ 50.94	$ 53.48	$ 56.16	$ 58.96	$ 61.91	$ 65.01	$ 68.26	Hourly
503	Retired Annuitant Supervisory Extra Help	Non-Exempt	Retired Annuitant				$ 46.00	$ 48.30	$ 50.72	$ 53.25	$ 55.91	$ 58.71	$ 61.64	$ 64.73	$ 67.96	$ 71.36	Hourly
504	Retired Annuitant Project Lead Extra Help	Non-Exempt	Retired Annuitant				$ 55.00	$ 57.75	$ 60.64	$ 63.67	$ 66.85	$ 70.20	$ 73.71	$ 77.39	$ 81.26	$ 85.32	Hourly
505	Retired Annuitant Management Extra Help	Non-Exempt	Retired Annuitant				$ 62.00	$ 65.10	$ 68.36	$ 71.77	$ 75.36	$ 79.13	$ 83.09	$ 87.24	$ 91.60	$ 96.18	Hourly
506	Retired Annuitant Executive Extra Help	Non-Exempt	Retired Annuitant				$ 80.00	$ 75.00	$ 78.75	$ 82.69	$ 86.82	$ 91.16	$ 95.72	$ 100.51	$ 105.53	$ 110.81	Hourly
507	Retired Annuitant City Manager Extra Help	Non-Exempt	Retired Annuitant				$ 110.00	$ 115.50	$ 121.28	$ 127.34	$ 133.71	$ 140.39	$ 147.41	$ 154.78	$ 162.52	$ 170.65	Hourly

Effective January 1, 2025, unless otherwise noted with a later date.
*Bi-weekly, Monthly, and Annual amounts are estimates. In the event of a discrepancy, the hourly rate will be used.

Compensation Study and Health Benefit Allotment Recommendations

December
2024



Agenda

- **Compensation Study**
  - Methodology
  - Agency Comparators
  - Positions 15% or more below median
  - Executive Summary
- **Recommendation**
  - 3 Phase Approach
  - Breakdown by Phase
  - Breakdown by Fiscal Year and Account
- **Summary**
- **Health Benefit Allotment**

Compensation Study



Methodology

12 Cities in our area

65+ classifications surveyed *(all current positions and some new recommendations)*

Base Salary

Top Step

Median

Comparator Agencies

City of Beaumont

City of Corona

City of Eastvale

City of Hemet

City of Jurupa Valley

City of Lake Elsinore

City of Menifee

City of Moreno Valley

City of Murrieta

City of Perris

City of San Jacinto

City of Temecula

Comparator Agencies

Agency	Population (2022)	Budgeted Salary Costs FY24/25	$___ of Salary per 1 resident
City of Corona	159,567	$154,454,322	$968
City of Beaumont	56,349	$37,068,358	$658
City of Murrieta	113,783	$57,576,178	$506
City of Hemet	90,689	$35,053,500	$387
City of Menifee	109,399	$29,525,981	$270
City of Perris	80,263	$19,485,870	$243
City of Wildomar	***37,214***	***$4,723,626***	**$127**
City of San Jacinto	55,470	$5,601,601	$101
City of Jurupa Valley	107,609	$9,838,175	$91
	Average		$372

Positions 15% or More Below Median

No.	Classification	Max Annual Salary City of Wildomar	Max Annual Salary Median	Difference
1	Engineering Division Manager	$130,748	$165,323	-26.44%
2	Building Inspector I	$76,460	$93,219	-21.92%
3	Public Works Director	$193,044	$233,598	-21.01%
4	Economic Development Director	$193,044	$230,810	-19.56%
5	Maintenance Manager	$130,748	$156,295	-19.54%
6	Recreation Leader I	$40,560	$48,290	-19.06%
7	Code Enforcement Manager	$130,748	$155,581	-18.99%
8	Chief Building Official	$151,361	$179,691	-18.72%
9	Public Works Inspector II	$84,281	$99,689	-18.28%
10	Public Works Inspector I	$76,460	$90,279	-18.07%
11	City Clerk	$158,808	$185,246	-16.65%
12	Assistant Engineer	$97,572	$113,482	-16.31%
13	Development Services Technician I	$62,899	$72,468	-15.21%

*Peach = Lowest paid of all cities

Executive Summary

Classification Stats

Out of the 67 classifications surveyed:

- The average pay of all classifications is **9.25% below** median
- 7 classifications are paid the **lowest** at Wildomar compared to the other cities
- 31 classification are more than **10% below** median pay
- 13 classifications are more than **15% below** median pay
- 6 classifications are at or above median

3 Phase Implementation

Phase 1

January 1, 2025

- Upcoming Recruitments & Compaction
- New positions: Planning Mgr/Principal Planner and Sr PW Inspector/Supervising PW Inspector

Phase 2

July 1, 2025

- Bring all General and Management groups up to median, with compaction considerations

Phase 3

January 1, 2026

- Bring Executive group to median and inline with compaction

Phase 1

effective January 1, 2025

PW Engineering

	Current	Proposed
PW Director	$193,045	$212,971
Principal Eng	$151,362	$202,842
Senior Engineer	$144,165	$183,976
Eng Division Mgr	$130,748	$166,878
Maint Mgr	$130,748	$158,933

PW Inspection

	Current	Proposed
*Supervising PW Inspector		$130,748
*Sr PW Inspector		$112,944
PW Inspector II	$84,281	$102,461
PW Inspector I	$76,460	$92,934

Planning

	Proposed
*Planning Manager	$175,219
*Principal Planner	$158,932

Building

	Current	Proposed
Chief Build Ofcl	$151,362	$183,976
Build Insp Sup	$118,602	$130,748
Sr Build Insp	$102,461	$112,944
Build Insp II	$84,282	$97,573
Build Insp I	$76,461	$92,934
Dev Svc Tech II	$72,821	$80,267
Dev Svc Tech I	$62,899	$72,821

Recreation

	Current	Proposed
Rec Ldr II	$23.70/hr	$26.12/hr
Rec Ldr I	$19.50/hr	$23.70/hr

Classifications highlighted are upcoming recruitments
**new classification*

Phase 2

effective July 1, 2025

Balance of classifications brought to median with correlating compaction, minus Executive staff for this phase.

Phase 3

effective January 1, 2026

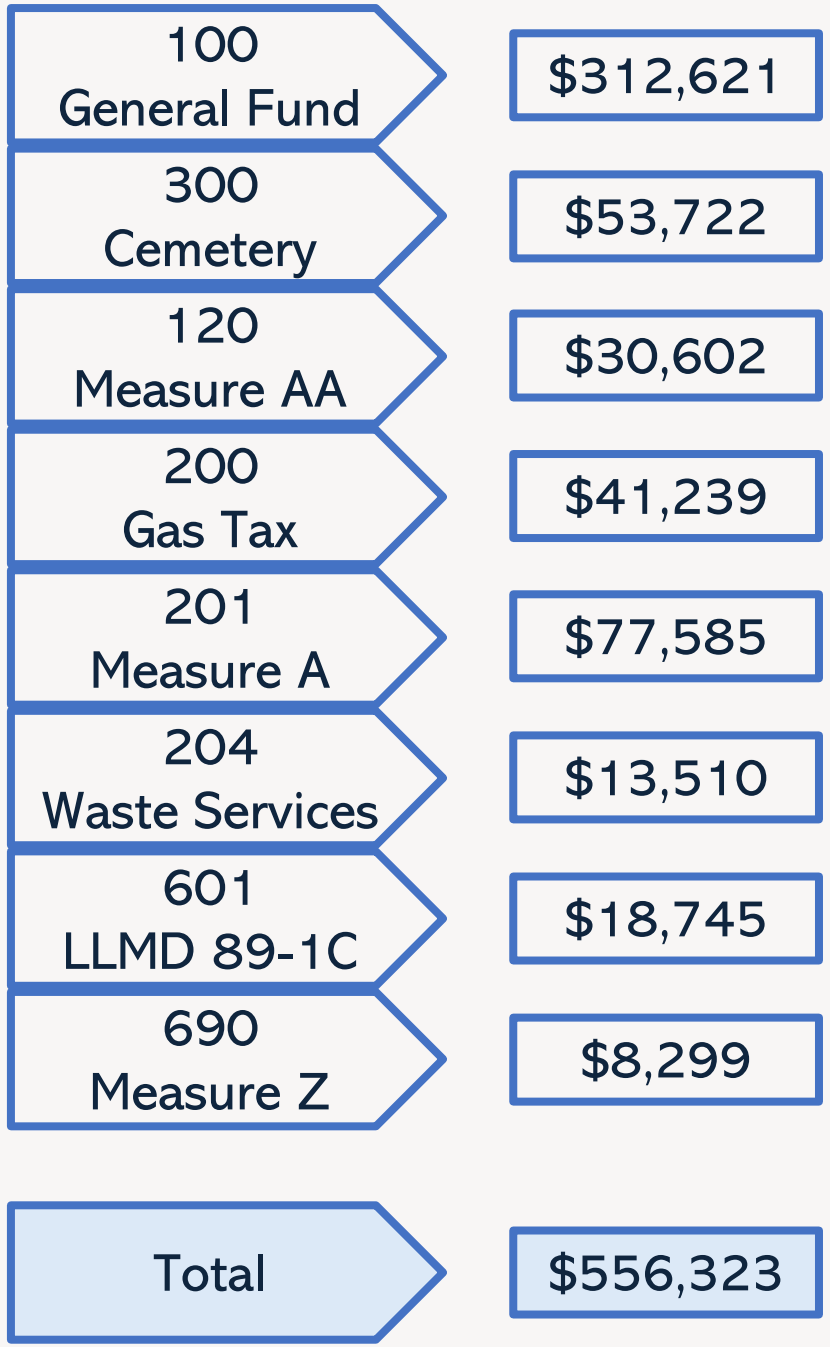
	Current	Proposed
Asst CM	$246,542	$285,417
Deputy CM	$234,811	$258,876
Public Works Director/City Eng	$223,621	$246,542
Community Dev Director	$223,621	$246,542
Admin Services Director	$223,621	$246,542
Public Works Director	$212,971	$234,811
Econ Develop Director	$193,045	$234,811
Community Svcs Director	$212,971	$234,811
City Clerk – MMC Certified*	-	$234,811
City Clerk	$158,808	$193,045
Assistant to City Manager	$158,808	$158,808

**new classification*

FY24/25 Quarters 3 & 4

100 General Fund	$49,660
200 Gas Tax	$2,905
201 Measure A	$13,736
204 Waste Services	$891
601 LLMD 89-1C	$891
Total	$68,083

FY25/26


100
General Fund
$312,621
300
Cemetery
$53,722
120
Measure AA
$30,602
200
Gas Tax
$41,239
201
Measure A
$77,585
204
Waste Services
$13,510
601
LLMD 89-1C
$18,745
690
Measure Z
$8,299
Total
$556,323

Comparator Agencies

Agency	Population (2022)	Budgeted Salary Costs FY24/25	$___ of Salary per 1 resident
City of Corona	159,567	$154,454,322	$968
City of Beaumont	56,349	$37,068,358	$658
City of Murrieta	113,783	$57,576,178	$506
City of Hemet	90,689	$35,053,500	$387
City of Menifee	109,399	$29,525,981	$270
City of Perris	80,263	$19,485,870	$243
City of Wildomar	***37,214***	***$5,791,440***	**$156**
City of San Jacinto	55,470	$5,601,601	$101
City of Jurupa Valley	107,609	$9,838,175	$91
	Average		$376

Summary

All positions will be at or above median within the market by January 1, 2026; with the majority of positions at or above median by July 1, 2025.



Health Allotment



CalPERS approved health plan rates with significant increases for the second year in a row, with some plans seeing over 10% increases again this year.



Use the balance of unused amount already budgeted for staff benefits to provide additional allotment for employees with one or more dependents. This additional amount can only be used to pay for medical, dental or vision premiums.



There is no additional cost to the City to approve this as the amount has already been included in the approved FY24/25 budget.









Questions

SUBJECT: FY2024-25 1st Quarter Budget Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Review and approve the Fiscal Year 2024-25 1st Quarter Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2024-25 BUDGETED REVENUES AND EXPENSES AND ADOPTING A REVISED SCHEDULE OF AUTHORIZED POSITIONS

SUMMARY:
FY2024-25 1st Quarter Budget Report

BACKGROUND:
This 1st quarter budget report for Fiscal Year 2024-25 reflects the Finance Division of the Administrative Services Department's continued efforts to provide timely, accurate, and understandable financial information to assist the City Council with the decision-making process. All funds have been reviewed in preparing this report.

The City Council adopted the original FY2024-25 Budget as part of the FY2024 & FY2025 Biennial Budget on June 14th, 2023. On June 12th, 2024, the FY2024-25 Amended Budget was adopted. This 1st quarter budget report is being presented to Council to provide an update on the City financials in the interest of transparency and in accordance with the City budget policy.

DISCUSSION:
This first quarter budget report is meant to provide and update on the financials. As it is still early in the fiscal year, there are few significant changes being proposed. There are no material revenue adjustments being proposed at this time.

For general fund expenditures, a net increase of $198,900 is proposed. The main changes are in the Building and Planning departments. A Planning Manager position is being added to the schedule of authorized positions and the budget is being adjusted for cash-outs relating to the retirement of the Community Development Director. There are also adjustments to account for Phase One of the revised salary schedule. Most of the salary changes in Phase One affect positions that are still vacant, and so the only significant adjustments are in the Building Division.

In non-general fund expenditures, staff are proposing to add an additional $53,500 in appropriations for Measure AA under police. This is to pay for an additional motorcycle and training in anticipation of adding another motor officer in FY2025-26. Although the position will not start in Wildomar until the end of the fiscal year, it usually takes 4-5 months to receive a motorcycle on order.

FISCAL IMPACT:
$13,400 Net Increase in General Fund Revenue
$198,900 Net Increase in General Fund Expenditures
No Net Change in Other General Funds Revenue
$53,500 Net Increase in Other General Funds Expenditures
$2,200 Net Increase in Non-General Fund Revenue
No Net Change in Non-General Fund Expenditures

ATTACHMENTS:
FY24-25 1st Quarter Budget Report
FY24-25 1st Quarter Budget Resolution.docx
FY2024-25 1st Quarter Budget Report Presentation.pdf

City of Wildomar

FY2025 1st Quarter Budget Report

Total City of Wildomar Budget Summary

FY2024-25 Budget Review
1st Quarter FY2024-25

		Unaudited Fund Balance 6/30/2024	+	Approved Revenues 2024-25	+	Proposed 1st Quarter Revenue Adjustments 2024-25	=	Estimated Funds Available 2024-25	-	Approved Appropriations 2024-25	-	Proposed 1st Quarter Expenditure Adjustments 2024-25	Estimated Available Fund Balance 6/30/2025
	General Funds												
100	General Fund	$ 8,241,860		$ 17,779,800		$ 13,400		$ 26,035,060		$ 18,341,900		$ 198,900	$ 7,494,260
110	Development Agreement	2,350,713		1,165,000		-		3,515,713		1,000,000		-	2,515,713
115	ARPA Fund	401,805		1,801,200		-		2,203,005		1,801,200		-	401,805
120	Measure AA	7,938,189		6,000,000		-		13,938,189		7,371,100		53,500	6,513,589
125	General Plan Update	(365,972)		320,000		-		(45,972)		400,000		-	(445,972)
	Total General Funds	18,566,596		27,066,000		13,400		45,645,996		28,914,200		252,400	16,479,396
	Non-General Funds												
200	Gas Tax	416,312		1,049,300		-		1,465,612		1,142,200		-	323,412
201	Measure A	1,513,651		1,093,500		-		2,607,151		2,142,900		-	464,251
202	TDA Fund	-		132,500		-		132,500		432,500		-	(300,000)
203	AQMD	337,867		50,000		-		387,867		144,400		-	243,467
204	Waste Services	1,665,577		270,000		-		1,935,577		119,900		-	1,815,677
205	SLESF	0		165,000		-		165,000		165,000		-	0
206	CDBG	1		132,600		-		132,601		132,600		-	1
207	PEG Grant	120,061		43,000		-		163,061		36,800		-	126,261
208	Streetlights	146,080		178,100		-		324,180		176,200		-	147,980
210	Grants	(10,000)		142,000		-		132,000		121,000		-	11,000
300	Cemetery	1,024,668		955,300		2,200		1,982,168		1,764,400		-	217,768
301	Cemetery Endowment	483,889		62,000		-		545,889		-		-	545,889
302	Cemetery CIP	16,259		1,843,000		-		1,859,259		1,843,000		-	16,259
410	Administrative Svs - Dif	(74,269)		9,300		-		(64,969)		-		-	(64,969)
420	Public Facilities - Dif	678,026		70,900		-		748,926		-		-	748,926
421	Police - Dif	700,723		47,300		-		748,023		-		-	748,023
422	Animal Shelter - Dif	(821,332)		39,400		-		(781,932)		124,900		-	(906,832)
423	Corporate Yard - Dif	49,419		15,800		-		65,219		50,000		-	15,219
430	Fire Facilities - Dif	1,076,291		83,500		-		1,159,791		-		-	1,159,791
440	Trans & Roads - Dif	4,380,358		913,500		-		5,293,858		5,288,000		-	5,858
450	Trans & Signals -Dif	479,814		118,100		-		597,914		352,000		-	245,914
451	Drainage - Dif	1,803,889		299,300		-		2,103,189		60,000		-	2,043,189
460	Park Land Acquisitions-Dif	(566,178)		78,800		-		(487,378)		63,000		-	(550,378)
461	Park Improvements-Dif	3,066,073		535,500		-		3,601,573		2,899,400		-	702,173
470	Community Center - Dif	639,768		58,600		-		698,368		-		-	698,368
480	Multi-purpose Trails - Dif	954,838		114,800		-		1,069,638		98,200		-	971,438
490	Library - Dif	12,840		-		-		12,840		-		-	12,840
500	Capital Reinvestment	(72,557)		230,600		-		158,043		348,000		-	(189,957)
501	RMRA Capital Projects	757,423		951,000		-		1,708,423		1,060,000		-	648,423
502	RCFC Fund	(346,292)		180,300		-		(165,992)		57,500		-	(223,492)
503	TUMF Fund	(3,618,898)		15,999,500		-		12,380,602		11,881,000		-	499,602
504	CMAQ Fund	-		-		-		-		-		-	-
505	MSRC Fund	-		50,000		-		50,000		25,000		-	25,000
506	HSIP Fund	(11,619)		658,700		-		647,081		648,100		-	(1,019)
507	Misc State Funded Projects	(89,009)		1,454,000		-		1,364,991		1,227,800		-	137,191
508	Local Capital Grants	-		11,022,500		-		11,022,500		11,022,500		-	-
509	Federal Grants	-		2,368,600		-		2,368,600		150,000			
601	LLMD 89-1C	1,333,937		359,000		-		1,692,937		1,101,400		-	591,537
602	CSA-22	(122,378)		31,700		-		(90,678)		45,700		-	(136,378)
603	CSA-103	(242,299)		179,700		-		(62,599)		210,500		-	(273,099)
604	CSA-142	108,704		38,400		-		147,104		32,400		-	114,704
605	CFD 2017-1 DIF Deferral	170		89,300		-		89,470		83,800		-	5,670
606	CFD 2013-1 Zones 1 - 24	1,810,552		653,600		-		2,464,152		626,200		-	1,837,952
607	CFD 2022-3	241,240		347,000		-		588,240		30,600		-	557,640
608	CFD 2023-1	(771)		11,300		-		10,529		11,300		-	(771)
610	CFD 2013-1 Spec Tax B	-		235,800		-		235,800		235,800		-	-
612	CFD 2022-1	80,496		315,200		-		395,696		301,000		-	94,696
613	CFD 2022-2	123,581		346,900		-		470,481		30,600		-	439,881
690	Measure Z Parks Fund	(33,562)		424,300		-		390,738		380,700		-	10,038
	Total Non-General Funds	$ 18,013,341		$ 44,448,500		$ 2,200		$ 62,464,041		$ 46,666,300		$ -	$ 13,579,141
	Total City Funds	**$ 36,579,937**		**$ 71,514,500**		**$ 15,600**		**$ 108,110,037**		**$ 75,580,500**		**$ 252,400**	**$ 30,058,537**

Total Adjusted Revenue: $ 71,530,100 **Total Adjusted Expenditures: $ 75,832,900**

City of Wildomar
Schedule of Authorized Positions
FY 2024-25 (Effective December 11th, 2024)

Position	Number of Positions	Status	Budgeted Position Costs: Salary Costs	Health Insurance Allocation	Other Compensation, Retirement & Payroll Taxes	Total Budgeted Position Cost
City Council						
City Council Member (Total)	5	Filled	$ 52,625	$ 108,420	$ 8,507	$ 169,552
City Manager						
City Manager	1	Filled	264,158	17,952	85,543	367,653
City Clerk's Office						
City Clerk	1	Filled	147,461	17,952	50,449	215,862
Deputy City Clerk I/II	1	Filled	61,294	17,952	8,281	87,527
						$303,389
Economic Development						
Economic Development Director	1	Filled	158,430	17,952	50,134	226,516
						$226,516
Administrative Services						
Administrative Services Director	1	Filled	207,641	21,972	69,276	298,889
Finance Manager	1	Filled	118,290	17,952	21,665	157,907
Management Analyst I/II	1	Filled	64,272	21,972	7,937	94,181
Human Resources Technician	1	Filled	70,978	21,972	10,983	103,933
Accountant I/II	1	Filled	74,406	17,952	9,962	102,320
Accountant I/II	1	Filled	76,269	17,952	13,691	107,912
Administrative Assistant I/II	1	Filled	59,794	17,952	10,767	88,513
Administrative Assistant I/II	1	Filled	51,653	21,972	7,045	80,670
Accounting Specialist I/II	1	Filled	65,957	21,972	10,340	98,268
Human Resources & Risk Manager	1	Filled	133,771	21,972	42,427	198,170
						$1,330,763
Community Services/Cemetery District						
Community Services Director	1	Filled	154,681	21,972	53,438	230,091
Facilities Contract Specialist	1	Filled	82,118	21,972	17,484	121,574
Management Analyst I/II	1	Filled	97,501	17,952	15,399	130,851
Senior Maintenance Worker	1	Filled	62,772	21,972	9,485	94,229
Maintenance Worker I/II	1	Filled	54,224	20,532	10,824	85,580
Maintenance Worker I/II	1	Filled	54,224	21,972	9,119	85,315
Maintenance Worker I/II	1	Filled	49,190	21,972	7,743	78,905
Administrative Assistant I/II	1	Filled	56,902	17,952	9,950	84,804
Recreation Leader I/II	1	Filled	18,214	-	1,596	19,810
Recreation Leader I/II	1	Vacant	18,214	-	1,596	19,810
						$950,970
Community Development						
Community Development Director	1	Filled	223,624	20,532	75,493	319,649
Planning Manager	1	Vacant	75,546	10,986	25,786	112,317
Senior Planner	1	Filled	112,883	21,972	19,892	154,747
Intern II-Planning	1	Filled	20,073	-	1,663	21,736
Chief Building Official	1	Filled	148,200	21,972	41,002	211,174
Building Inspector I/II	1	Filled	84,136	21,972	13,685	119,793
Senior Building Inspector	1	Filled	94,141	21,972	14,968	131,081
Senior Management Analyst - Building	1	Filled	107,506	17,952	15,255	140,712
Development Services Technician I/II	1	Filled	71,021	17,952	10,745	99,718
Code Enforcement Manager	1	Filled	107,313	21,972	37,329	166,614
Code Enforcement Supervisor	1	Filled	95,015	21,972	30,531	147,518
Code Enforcement Officer I/II	1	Filled	71,021	17,952	21,329	110,302
Senior Management Analyst - Code/OEM	1	Filled	92,702	21,972	26,710	141,383
						$1,876,745
Public Works Adminstration & Engineering						
Public Works Director/City Engineer	1	Filled	179,062	17,952	31,829	228,842
Senior Engineer/Engineering Division Manager - Land Use	1	Vacant	124,301	21,972	21,458	167,731
Senior Engineer/Engineering Division Manager - CIP	1	Vacant	124,301	21,972	21,458	167,731
Associate Engineer - Land Management	1	Filled	102,321	21,972	17,031	141,324
Associate Engineer - CIP	1	Filled	105,414	17,952	15,399	138,765
Development Services Technician I/II	1	Filled	61,256	21,972	8,276	91,504
Maintenance Manager	1	Vacant	112,733	21,972	19,636	154,341
Field Supervisor	1	Filled	62,772	21,972	10,307	95,052
Maintenance Worker I/II - PW	1	Vacant	54,224	21,972	7,374	83,570
Maintenance Worker I/II - PW	1	Vacant	54,224	21,972	7,374	83,570
Maintenance Worker I/II - PW	1	Vacant	54,224	21,972	7,374	83,570
Public Works Inspector I/II	1	Vacant	88,338	21,972	13,777	124,087
Administrative Assistant I/II - PW/ENG	1	Filled	55,617	21,972	7,553	85,142
Senior Management Analyst - Engineering	1	Filled	110,184	17,952	17,085	145,221
						$1,790,451
Total Authorized Positions:	56				**Total Budgeted Cost of Positions:**	$ 7,016,039

***Reclassification** ***Promotion** ***New**

City of Wildomar
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Account Number		Budget	3 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
100	General Fund						
3100	Sales & Use Tax	2,730,000	455,394	2,274,606	17%	-	2,730,000
3104	Pass-Through Property Tax	206,400	-	206,400	0%	-	206,400
3105	Property Tax-Secured	5,175,100	-	5,175,100	0%	-	5,175,100
3106	Property Tax-Unsecured	254,500	267,884	(13,384)	105%	13,400	267,900
3107	Property Tax-Prior Year	177,800	-	177,800	0%	-	177,800
3108	Property Tax-HOPTR	42,800	-	42,800	0%	-	42,800
3109	Property Tax-Supplemental, SBE	134,900	-	134,900	0%	-	134,900
3110	Real Property Transfer Tax	215,700	37,426	178,274	17%	-	215,700
3113	Property Tax-Misc Adjustments	1,100	-	1,100	0%	-	1,100
3120	Franchise Fee-Solid Waste	340,000	120,935	219,065	36%	-	340,000
3121	Franchise Fee-Electricity	420,000	-	420,000	0%	-	420,000
3122	Franchise Fee-Gas	120,000	-	120,000	0%	-	120,000
3123	Franchise Fee Cable-Charter	180,000	-	180,000	0%	-	180,000
3124	Franchise Fee-Telecomm-Frontier	100,000	-	100,000	0%	-	100,000
3200	Business Registration Fee	90,000	19,237	70,763	21%	-	90,000
3201	NPDES Inspection Fee	8,500	393	8,107	5%	-	8,500
3210	Planning Fee	221,000	330,790	(109,790)	150%	-	221,000
3215	Film Permits	1,000	-	1,000	0%	-	1,000
3220	Cannabis Application Fee	25,000	29,142	(4,142)	117%	-	25,000
3221	Cannabis Regulatory Fee	142,000	142,616	(616)	100%	-	142,000
3225	Cannabis Sales Tax	320,000	-	320,000	0%	-	320,000
3230	Develop/Engineering Permit Fee	15,000	3,245	11,755	22%	-	15,000
3235	Encroachment Permit	140,000	35,777	104,223	26%	-	140,000
3240	Building & Safety Fee	682,500	798,990	(116,490)	117%	-	682,500
3243	BSAF Admin Retention Revenue	500	-	500	0%	-	500
3244	MSHCP Admin Fee	5,000	1,536	3,464	31%	-	5,000
3250	Fire Fees	80,000	74,489	5,512	93%	-	80,000
3259	Fixed Engineering Project Revenue	-	116,228	(116,228)	0%	-	-
3260	Private Development Fee - Planning	227,800	-	227,800	0%	-	227,800
3261	Development Engineering Fee	850,000	-	850,000	0%	-	850,000
3262	Private Development Fee - Building	261,000	-	261,000	0%	-	261,000
3268	Code Enforcement Revenue	31,500	3,373	28,127	11%	-	31,500
3270	Fines & Forfeitures	50,000	2,778	47,222	6%	-	50,000
3271	AMR Fines	20,000	-	20,000	0%	-	20,000
3300	Abandoned Property Registration	1,000	100	900	10%	-	1,000
3310	Public Safety Revenue	19,000	6,066	12,934	32%	-	19,000
3320	Special Event Revenue	14,000	4,040	9,960	29%	-	14,000
3321	Community Room Rental Fee	500	2,020	(1,520)	404%	-	500
3324	RTA Bus Pass	200	-	200	0%	-	200
3500	Motor Vehicle License Fee	45,000	-	45,000	0%	-	45,000
3501	Vehicle License Fee Replacement SB130	3,631,100	-	3,631,100	0%	-	3,631,100
3515	Workers Compensation Reimbursements	-	1,279	(1,279)	0%	-	-
3526	State Condemnation Rev	-	2,139	(2,139)	0%	-	-
3535	County/Special Dist. Reimb.	16,000	-	16,000	0%	-	16,000
3540	Grant Revenue	-	-	-	0%	-	-
3650	Tenant Lease Revenue	-	10,139	(10,139)	0%	-	-
3800	Interest Income	300,000	39,583	260,417	13%	-	300,000
3801	Gain or Loss on Investment	-	48,131	(48,131)	0%	-	-
3803	NSF Fees	100	-	100	0%	-	100
3848	Breakfast with Santa	2,000	-	2,000	0%	-	2,000
3850	Miscellaneous Income	186,600	13,575	173,025	7%	-	186,600
3852	Sponsorships & Donations	-	4,500	(4,500)	0%	-	-
3860	Professional Development Fee-Building	-	5,021	(5,021)	0%	-	-
3861	Professional Development Fee-Planning	-	175	(175)	0%	-	-
3863	Techonology Fee - Building	-	6,020	(6,020)	0%	-	-
3864	Techonology Fee - Planning	-	275	(275)	0%	-	-
3900	Transfers In	293,400	-	293,400	0%	-	293,400
3903	DAERF Administrative Services Fees	300	-	300	0%	-	300
3955	Public Surplus Revenue	1,500	80	1,420	5%	-	1,500
	Total General Fund	**17,779,800**	**2,583,374**	**15,196,426**	**15%**	**13,400**	**17,793,200**

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Account Number	Budget	3 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
110 Development Agreement						
3222 Cannabis Development Agreement Fee	1,140,000	-	1,140,000	0%	-	1,140,000
3800 Interest Income	15,000	6,266	8,734	42%	-	15,000
3801 Gain or Loss on Investment	10,000	18,060	(8,060)	181%	-	10,000
Total Development Agreement	1,165,000	24,326	1,140,674	2%	-	1,165,000
115 ARPA Fund						
3540 American Rescue Plan Act Revenue	1,776,200	-	1,776,200	0%	-	1,776,200
3800 Interest Income	25,000	7,294	17,706	29%	-	25,000
Total ARPA Fund	1,801,200	7,294	1,793,906	0%	-	1,801,200
120 Measure AA Fund						
3100 Sales & Use Tax	5,700,000	863,486	4,836,514	15%	-	5,700,000
3800 Interest Income	200,000	28,925	171,075	14%	-	200,000
3801 Gain or Loss on Investment	100,000	48,866	51,134	49%	-	100,000
Total Measure AA Fund	6,000,000	941,277	5,058,723	16%	-	6,000,000
125 General Plan Update Fund						
3900 Transfers In	320,000	-	320,000	0%	-	320,000
Total General Plan Update Fund	320,000	-	320,000	0%	-	320,000
200 Gas Tax						
3503 Gas Tax 2103	346,400	110,020	236,380	32%	-	346,400
3505 Gas Tax 2105	231,800	60,246	171,554	26%	-	231,800
3506 Gas Tax 2106	149,000	40,231	108,769	27%	-	149,000
3507 Gas Tax 2107	316,100	77,783	238,317	25%	-	316,100
3508 Gas Tax 2107.5	6,000	6,000	-	100%	-	6,000
Total Gas Tax	1,049,300	294,280	755,020	28%	-	1,049,300
201 Measure A						
3520 Measure A Revenue	1,093,000	75,620	1,017,380	7%	-	1,093,000
3800 Interest Income	500	3,143	(2,643)	629%	-	500
3801 Gain or Loss on Investment	-	9,059	(9,059)	0%	-	-
Total Measure A	1,093,500	87,822	1,005,678	8%	-	1,093,500
202 TDA Fund						
3524 TDA Article 3 Rev	132,500	-	132,500	0%	-	132,500
Total TDA Fund	132,500	-	132,500	0%	-	132,500
203 AQMD						
3510 AQMD-AB2766	50,000	-	50,000	0%	-	50,000
Total AQMD	50,000	-	50,000	0%	-	50,000

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Account Number		Budget	3 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
204	Waste Services						
3120	Franchise Fees-Solid Waste	55,000	-	55,000	0%	-	55,000
3131	Street Sweeping Mitigation Fee	165,000	-	165,000	0%	-	165,000
3800	Interest Income	30,000	2,810	27,190	9%	-	30,000
3801	Gain or Loss on Investment	20,000	8,099	11,901	40%	-	20,000
	Total Waste Services	270,000	10,909	259,091	4%	-	270,000
205	SLESF						
3521	SLESF Revenue	165,000	94,663	70,337	57%	-	165,000
	Total SLESF	165,000	94,663	70,337	57%	-	165,000
206	CDBG						
3540	Grant Revenue	132,600	-	132,600	0%	-	132,600
	Total CDBG	132,600	-	132,600	0%	-	132,600
207	Public Education & Government (PEG) Fund						
3125	PEG Fee - Cable-Charter Comm	43,000	-	43,000	0%	-	43,000
	Total PEG	43,000	-	43,000	0%	-	43,000
208	Streetlight Fund						
3700	Streetlight Pole Cost Reimbursement	176,600	-	176,600	0%	-	176,600
3800	Interest Income	1,500	-	1,500	0%	-	1,500
	Total Streetlight	178,100	-	178,100	0%	-	178,100
210	Grants						
3540	Grant Revenue	142,000	-	142,000	0%	-	142,000
	Total Grants	142,000	-	142,000	0%	-	142,000
300	Cemetery						
3104	RPTTF Redevelopment Property Tax	37,200	-	37,200	100%	-	37,200
3105	Property Tax-Secured	645,500	-	645,500	100%	-	645,500
3106	Property Tax-Unsecured	31,700	33,853	(2,153)	-7%	2,200	33,900
3107	Property Tax-Prior Year	9,100	-	9,100	100%	-	9,100
3108	Property Tax-HOPTR	5,600	-	5,600	100%	-	5,600
3109	Property Tax-Supplemental, SBE	41,600	-	41,600	100%	-	41,600
3111	Property Tax-Teeter	20,300	-	20,300	100%	-	20,300
3113	Property Tax-Misc Adjustments	200	-	200	100%	-	200
3800	Interest Income	30,000	2,810	27,190	91%	-	30,000
3801	Gain or Loss on Investment	20,000	8,099	11,901	60%	-	20,000
3850	Miscellaneous Income	100	-	100	100%	-	100
4100	Cemetery - Plots	60,000	7,916	52,084	87%	-	60,000
4101	Cemetery - Vaults	11,000	730	10,270	93%	-	11,000
4102	Cemetery - Niche Walls	3,000	-	3,000	100%	-	3,000
4103	Cemetery - Open/Close	20,000	4,104	15,896	79%	-	20,000
4104	Cemetery - Setting fees	6,000	1,127	4,873	81%	-	6,000
4105	Cemetery - Out of District	9,000	2,364	6,636	74%	-	9,000
4106	Cemetery - Vases	3,000	531	2,469	82%	-	3,000
4107	Saturday Service Fees	2,000	-	2,000	100%	-	2,000
	Total Cemetery	955,300	61,533	893,767	6%	2,200	957,500

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301 Cemetery Endowment						
3536 Endowment	42,000	6,006	35,994	14%	-	42,000
3800 Interest Income	20,000	1,960	18,040	10%	-	20,000
Total Cemetery Endowment	62,000	7,966	54,034	13%	-	62,000
302 Cemetery CIP						
3900 Transfer In	1,843,000	-	1,843,000	0%	-	1,843,000
Total Cemetery CIP	1,843,000	-	1,843,000	0%	-	1,843,000
410 Admin DIF						
3561 DIF-Single Family Residence	7,200	1,628	5,572	23%	-	7,200
3562 DIF-Multi-Family Residential	2,100	-	2,100	0%	-	2,100
Total Admin DIF	9,300	1,628	7,672	18%	-	9,300
420 Public Facilities DIF						
3561 DIF-Single Family Residence	55,100	10,659	44,441	19%	-	55,100
3562 DIF-Multi-Family Residential	-	1,904	(1,904)	0%	-	-
3563 DIF-Commercial	15,800	316	15,484	2%	-	15,800
3800 Interest Income	-	1,342	(1,342)	0%	-	-
3801 Gain or Loss on Investment	-	3,868	(3,868)	0%	-	-
Total Public Facilities DIF	70,900	18,090	52,810	26%	-	70,900
421 Police DIF						
3561 DIF-Single Family Residence	39,400	6,342	33,058	16%	-	39,400
3562 DIF-Multi-Family Residential	-	1,127	(1,127)	0%	-	-
3563 DIF-Commercial	7,900	186	7,714	2%	-	7,900
3800 Interest Income	-	1,342	(1,342)	0%	-	-
3801 Gain or Loss on Investment	-	3,868	(3,868)	0%	-	
Total Police DIF	47,300	12,866	34,434	27%	-	47,300
422 Animal Shelter DIF						
3561 DIF-Single Family Residence	39,400	6,500	32,900	16%	-	39,400
3562 DIF-Multi-Family Residential	-	1,246	(1,246)	0%	-	-
Total Animal Shelter DIF	39,400	7,746	31,654	20%	-	39,400
423 Corp Yard DIF						
3561 DIF-Single Family Residence	12,600	2,100	10,500	17%	-	12,600
3562 DIF-Multi-Family Residential	-	392	(392)	0%	-	-
3563 DIF-Commercial	3,200	66	3,135	2%	-	3,200
Total Corp Yard DIF	15,800	2,558	13,243	16%	-	15,800
430 Fire Facilities DIF						
3561 DIF-Single Family Residence	70,900	12,336	58,564	17%	-	70,900
3562 DIF-Multi-Family Residential	-	2,184	(2,184)	0%	-	-
3563 DIF-Commercial	12,600	361	12,239	3%	-	12,600
Total Fire Facilities DIF	83,500	14,881	68,619	18%	-	83,500
440 Trans-Roads DIF						

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3561 DIF-Single Family Residence	472,500	86,730	385,770	18%	-	472,500
3562 DIF-Multi-Family Residential	-	15,183	(15,183)	0%	-	-
3563 DIF-Commercial	441,000	11,508	429,492	3%	-	441,000
3800 Interest Income	-	7,093	(7,093)	0%	-	-
3801 Gain or Loss on Investment	-	20,441	(20,441)	0%	-	-
Total Trans-Roads DIF	913,500	140,955	772,545	15%	-	913,500
450 Trans-Signals DIF						
3561 DIF-Single Family Residence	55,100	11,162	43,938	20%	-	55,100
3562 DIF-Multi-Family Residential	-	1,967	(1,967)	0%	-	-
3563 DIF-Commercial	63,000	1,494	61,506	2%	-	63,000
Total Trans-Signals DIF	118,100	14,623	103,477	12%	-	118,100
451 Drainage DIF						
3561 DIF-Single Family Residence	236,300	43,537	192,763	18%	-	236,300
3562 DIF-Multi-Family Residential	-	6,076	(6,076)	0%	-	-
3563 DIF-Commercial	63,000	1,566	61,434	2%	-	63,000
Total Drainage DIF	299,300	51,179	248,121	17%	-	299,300
460 Park Land Acquisition DIF						
3561 DIF-Single Family Residence	78,800	15,875	62,925	20%	-	78,800
3562 DIF-Multi-Family Residential	-	2,961	(2,961)	0%	-	-
Total Park Land Acquisition DIF	78,800	18,836	59,964	24%	-	78,800
461 Park Improvements DIF						
3561 DIF-Single Family Residence	535,500	115,940	419,560	22%	-	535,500
3562 DIF-Multi-Family Residential	-	19,509	(19,509)	0%	-	-
3800 Interest Income	-	14,742	(14,742)	0%	-	-
3801 Gain or Loss on Investment	-	7,737	(7,737)	0%	-	-
Total Park Improvements DIF	535,500	157,927	377,573	29%	-	535,500
470 Community Ctr DIF						
3561 DIF-Single Family Residence	58,600	13,267	45,333	23%	-	58,600
3562 DIF-Multi-Family Residential	-	2,359	(2,359)	0%	-	-
Total Community Ctr DIF	58,600	15,626	42,974	27%	-	58,600
480 Multipurpose Trails DIF						
3561 DIF-Single Family Residence	93,100	21,767	71,333	23%	-	93,100
3562 DIF-Multi-Family Residential	-	3,745	(3,745)	0%	-	-
3563 DIF-Commercial	21,700	618	21,082	3%	-	21,700
Total Multipurpose Trails DIF	114,800	26,130	88,670	23%	-	114,800

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Account Number	Budget	3 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
500 Capital Reinvestment						
3541 EVMWD Reimb. Payments		-	-	0%	160,600	160,600
3900 Transfer In	230,600	-	230,600	0%	(160,600)	70,000
Total Capital Reinvestment	230,600	-	230,600	0%	-	230,600
501 RMRA Capital Projects						
3540 RMRA Revenue	951,000	166,757	784,243	18%	-	951,000
Total RMRA Capital Projects	951,000	166,757	784,243	18%	-	951,000
502 RCFC Fund						
3540 Grant Revenue	180,300	-	180,300	0%	-	180,300
Total RCFC	180,300	-	180,300	0%	-	180,300
503 TUMF Fund						
3540 Grant Revenue	15,999,500	-	15,999,500	0%	-	15,999,500
Total TUMF	15,999,500	-	15,999,500	0%	-	15,999,500
505 MSRC Fund						
3540 Grant Revenue	50,000	-	50,000	0%	-	50,000
Total MSRC	50,000	-	50,000	0%	-	50,000
506 HSIP Fund						
3540 Grant Revenue	658,700	-	658,700	0%	-	658,700
3900 Transfers In	-		-	0%	-	-
Total HSIP	658,700	-	658,700	0%	-	658,700
507 Misc State Funded Projects						
3540 Grant Revenue	1,454,000	-	1,454,000	0%	-	1,454,000
Total Misc State Funded Projects	1,454,000	-	1,454,000	0%	-	1,454,000
508 Local Capital Grants-Misc						
3540 Grant Revenue	11,022,500	154,043	10,868,457	1%	-	11,022,500
Total Local Capital Grants-Misc	11,022,500	154,043	10,868,457	1%	-	11,022,500
509 Federal Grants						
3540 Grant Revenue	2,368,600	-	2,368,600	0%	-	2,368,600
Total Federal Grants	2,368,600	-	2,368,600	0%	-	2,368,600

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601 LLMD 89-1C						
3550 Special Assessment	357,800	-	357,800	0%	-	357,800
3800 Interest Income	1,200	-	1,200	0%	-	1,200
Total LLMD 89-1C	359,000	-	359,000	0%	-	359,000
602 CSA-22						
3550 Special Assessment	31,700	-	31,700	0%	-	31,700
Total CSA-22	31,700	-	31,700	0%	-	31,700
603 CSA-103						
3557 Special Assessment - Street Lights	157,100	-	157,100	0%	-	157,100
3558 Special Assessment - Landscape	22,600	-	22,600	0%	-	22,600
Total CSA-103	179,700	-	179,700	0%	-	179,700
604 CSA-142						
3550 Special Assessment	38,400	-	38,400	0%	-	38,400
Total CSA-142	38,400	-	38,400	0%	-	38,400
605 CFD 2017-1 DIF Deferral						
3552 Special Assessment	89,300	-	89,300	0%	-	89,300
Total CFD 2017-1	89,300	-	89,300	0%	-	89,300
606 CFD 2013-1						
3551 Special Assessment Tax - Zone 1	628,500	-	628,500	0%	-	628,500
3552 Special Assessment Tax - Zone 2	25,100	-	25,100	0%	-	25,100
Total CFD 2013-1	653,600	-	653,600	0%	-	653,600
607 CFD 2022-3						
3551 Special Assessment Tax A - Maintenance	347,000	-	347,000	0%	-	347,000
Total CFD 2022-3	347,000	-	347,000	0%	-	347,000
608 CFD 2023-1						
3551 Special Assessment Tax A - Maintenance	11,300	-	11,300	0%	-	11,300
Total CFD 2023-1	11,300	-	11,300	0%	-	11,300
610 CFD 2013-1 Special Tax B						
3552 Special Assessment Tax B- Public Safety	235,800	-	235,800	0%	-	235,800
Total CFD 2013-1 Special Tax B	235,800	-	235,800	0%	-	235,800

City of Wildomar
Revenue Group Budget Report
1st Quarter Budget Report FY 2024/25
July 1st, 2024 to September 30th, 2024

Account Number		Budget	3 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
612	CFD 2022-1						
3552	Special Assessment Tax B - Public Safety	145,400	-	145,400	0%	-	145,400
3573	Special Assessment Tax - Zone 0	47,600	-	47,600	0%	-	47,600
3574	Special Assessment Tax - Zone 1	37,700	-	37,700	0%	-	37,700
3575	Special Assessment Tax - Zone 2	49,000	-	49,000	0%	-	49,000
3577	Special Assessment Tax - Zone 4	30,500		30,500	0%	-	30,500
3578	Special Assessment Tax - Zone 5	1,700	-	1,700	0%		1,700
3852	Special Assessment Tax - Zone 9	3,300	-	3,300	0%		3,300
	Total CFD 2022-1	315,200	-	315,200	0%	-	315,200
613	CFD 2022-2						
3551	Special Assessment Tax A - Maintenance	346,900	-	346,900	0%	-	346,900
	Total CFD 2022-2	346,900	-	346,900	0%	-	346,900
690	Measure Z Park						
3550	Special Assessment	412,100	-	412,100	0%	-	412,100
3553	Marna O'Brien Park-Facility Rent	12,000	2,634	9,366	22%	-	12,000
3555	Windsong Park-Facility Rent	100	30	70	30%	-	100
3800	Interest Income	100	-	100	0%	-	100
	Total Measure Z Park	424,300	2,664	421,636	1%	-	424,300
	Total	**$ 71,514,500**	**$ 4,919,952**	**$ 66,594,548**	**7%**	**$ 15,600**	**$ 71,530,100**

CITY OF WILDOMAR
Expenditure Status Report
1st Quarter FY2024-25
July 1, 2024 to September 30, 2024

Fund	Budget	3 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
General Fund						
100 General Fund						
General Government						
City Council	$ 335,000	$ 95,974	$ 239,026	29%	$ -	$ 335,000
City Manager	509,300	20,499	488,801	4%	-	509,300
City Clerk	564,700	65,658	499,042	12%	-	564,700
City Attorney	312,000	59,971	252,029	19%	-	312,000
Economic Development	338,600	81,308	257,292	24%	-	338,600
Administrative Services	960,400	224,644	735,756	23%	4,500	964,900
Human Resources	288,700	69,779	218,921	24%	-	288,700
IT Services	312,900	96,932	215,968	31%	-	312,900
Community Services	415,500	126,320	289,180	30%	-	415,500
O'Brien Park	-	-	-	0%	-	-
Heritage Park	-	-	-	0%	-	-
Windsong Park	-	-	-	0%	-	-
Ball Fields	24,100	23,921	179	99%	-	24,100
Malaga Park	-	-	-	0%		
11 Acre Park	1,500	-	1,500	0%	-	1,500
27 Acre Park	5,500	4,725	775	86%	-	5,500
20 Acre Park	41,400	-	41,400	0%	-	41,400
Non-Departmental/Facilities	1,737,400	712,888	1,024,512	41%	-	1,737,400
General Government Total	**5,847,000**	**$ 1,582,619**	**4,264,381**	**27%**	**4,500**	**5,851,500**
Community Development						
Community Development Administration	126,500	$ 26,220	100,280	21%	-	126,500
Planning Commission	17,100	$ 5,179	11,921	30%	-	17,100
Building and Safety	1,089,600	$ 244,044	845,556	22%	30,200	1,119,800
Planning	688,100	$ 161,859	526,241	24%	164,200	852,300
Development Engineering	643,400	$ 128,854	514,546	20%	-	643,400
Cannabis Compliance	51,300	$ 1,987	49,313	4%	-	51,300
Code Enforcement	556,400	$ 179,591	376,809	32%	-	556,400
Community Development Total	**3,172,400**	**$ 747,733**	**2,424,667**	**24%**	**194,400**	**3,366,800**
Public Works/Engineering	**634,000**	**$ 79,014**	**554,986**	**12%**	**-**	**634,000**
Public Safety						
Office of Emergency Mgmt	99,300	$ 17,600.00	81,700	18%	-	99,300
Police	4,998,300	$ 811,577	4,186,723	16%	-	4,998,300
Fire	2,977,800	$ 8,100	2,969,700	0%	-	2,977,800
Animal Control	613,100	$ 237,113	375,988	39%	-	613,100
Public Safety Total	**8,688,500**	**$ 1,074,390**	**7,614,110**	**12%**	**-**	**8,688,500**
100 General Fund Total	**18,341,900**	**$ 3,483,757**	**14,858,143**	**19%**	**$ 198,900**	**$ 18,540,800**
110 Development Agreement						
Bundy Canyon/Sellers Traffic Signal CIP077	1,000,000	-	1,000,000	0%	-	1,000,000
Total Development Agreement	**1,000,000**	**-**	**1,000,000**	0%	**-**	**1,000,000**
115 American Rescue Plan Act						
Police Services	1,731,200	316,365	1,414,835	18%	-	1,731,200
Administrative	60,000	197,911	(137,911)	330%	-	60,000
Non Departmental	10,000	8,967	1,033	90%	-	10,000
Total ARPA	**1,801,200**	**523,243**	**1,277,957**	29%	**-**	**1,801,200**

CITY OF WILDOMAR
Expenditure Status Report
1st Quarter FY2024-25
July 1, 2024 to September 30, 2024

Fund	*Budget*	*3 Month Preliminary Actual Expenditure*	*Remaining Budget*	*Percent Used*	*Requested Budget Change*	*Proposed Budget*
120 Measure AA						
Public Works/Engineering	3,863,300	226,158	3,637,142	6%	-	3,863,300
Auditing/Admin Services	8,100	2,935	5,165	36%	-	8,100
City Clerk	15,900	3,975	11,925	25%	-	15,900
Non-Departmental/City Facilities	-	104	(104)	0%	-	-
Code Enforcement	195,200	40,703	154,497	21%	-	195,200
Police	968,100	251,155	716,945	26%	53,500	1,021,600
Fire	1,954,600	-	1,954,600	0%	-	1,954,600
Community Services-Homeless Program	365,900	34,967	330,933	10%	-	365,900
Total Measure AA	**7,371,100**	**559,996**	**6,811,104**	8%	**53,500**	**7,424,600**
125 General Plan Update						
General Plan Update	400,000	139,543	260,457	35%	-	400,000
Total General Plan Update	**400,000**	**139,543**	**260,457**	35%	**-**	**400,000**
All General Funds Total:	**28,914,200**	**4,706,539**	**24,207,661**	**16%**	**252,400**	**29,166,600**

CITY OF WILDOMAR
Expenditure Status Report
1st Quarter FY2024-25
July 1, 2024 to September 30, 2024

Fund	Budget	3 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
Non-General Funds						
200-GAS TAX						
Public Works/Engineering	1,142,200	279,079	863,121	24%	-	1,142,200
Total Gas Tax	**1,142,200**	**279,079**	**863,121**	**24%**	**-**	**1,142,200**
201-MEASURE A						
Contractual Services	100,000	24,155	75,845	24%	-	100,000
Master Drainage Plan CIP023	15,000	-	15,000	0%	-	15,000
Palomar Widening CIP028	316,000	7,084	308,916	2%	-	316,000
Wildomar Channel Trail Gates CIP043	30,000	-	30,000	0%	-	30,000
Mission Trail/ Sedco Sidewalk CIP044	25,000	979	24,021	4%	-	25,000
Pavement Management Program CIP050	25,000	621	24,379	2%	-	25,000
Local Road Safety Program CIP051	50,000	-	50,000	0%	-	50,000
Pavement Rehab Program CIP057	165,000	-	165,000	0%	-	165,000
Line C Basin CIP063	373,000	2,310	370,690	1%	-	373,000
Misc Drainage Improvements CIP069	60,000	-	60,000	0%	-	60,000
Sedco MDP Storm Drain CIP086	57,500	-	57,500	0%	-	57,500
Bundy Canyon Traffic Circle CIP088	202,100	2,202	199,898	1%	-	202,100
Traffic Signal Retrofits & Upgrd. CIP089	65,000	4,585	60,415	7%	-	65,000
RCFC Line G Storm Drain CIP094	10,000	-	10,000	0%	-	10,000
Sedco Blvd Rdwy Safety CIP096	-	311	(311)	0%	-	-
Pedestrian Crosswalk Enhancement CIP097	49,000	-	49,000	0%	-	49,000
Wildomar Trail Interchange Restriping CIP103	85,000	5,750	79,250	7%	-	85,000
Engineering Standards & Guidelines CIP104	50,000	-	50,000	0%	-	50,000
	1,621,600	47,996	1,573,604	3%	-	1,677,600
Public Works/Engineering	465,300	101,854	363,446	22%	-	465,300
Total Measure A	**2,142,900**	**149,850**	**1,993,050**	**7%**	**-**	**2,142,900**
202 TDA						
Palomar Widening CIP028	432,500	-	432,500	0%	-	432,500
Total TDA	**432,500**	**-**	**432,500**	**0%**	**-**	**432,500**
203 AQMD						
Public Works/Engineering	6,900	4,500	2,400	65%	-	6,900
Right-of-Way Enhancement Program CIP066	137,500	-	137,500	0%	-	137,500
Total AQMD	**144,400**	**4,500**	**139,900**	**3%**	**-**	**144,400**
204 WASTE SERVICES						
Public Works	109,600	31,123	78,477	28%	-	109,600
General Government	10,300	7,327	2,973	71%	-	10,300
Total Waste Services	**119,900**	**38,450**	**81,450**	**32%**	**-**	**119,900**
205 SLESF-COPS Grant	165,000	-	165,000	0%	-	165,000
SLESF	**165,000**	**-**	**165,000**	**0%**	**-**	**165,000**
206 CDBG						
Sedco Sidewalk Improvement III	132,600	-	132,600	0%	-	132,600
CDBG	**132,600**	**-**	**132,600**	**0%**	**-**	**132,600**
207 PEG Grant						
Services and Equipment	36,800	-	36,800	0%	-	36,800
Total PEG Grant	**36,800**	**-**	**36,800**	**0%**	**-**	**36,800**
208 Streetlight						
Public Works	176,200	-	176,200	0%	-	176,200
Total Streetlight Fund	**176,200**	**-**	**176,200**	**0%**	**-**	**176,200**
210 Grants						
CalRecycle SB1383 Grant	103,000	51,951	51,049	50%	-	103,000
CalRecycle CCPP Grant	10,000	-	10,000	0%	-	10,000
940 Litter Abatement Grant	8,000	-	8,000	0%	-	8,000
Total Grants	**121,000**	**51,951**	**69,049**	**43%**	**-**	**121,000**

CITY OF WILDOMAR
Expenditure Status Report
1st Quarter FY2024-25
July 1, 2024 to September 30, 2024

Fund	Budget	3 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
300 Cemetery	1,764,400	294,996	1,469,404	17%	-	1,764,400
Cemetery	**1,764,400**	**294,996**	**1,469,404**	**17%**	**-**	**1,764,400**
302-Cemetery Capital Improvement Projects						
Cemetery Frontage Improvements CIP067-1	1,843,000	2,956	1,840,044	0%	-	1,843,000
Cemetery CIP	**1,843,000**	**2,956**	**1,840,044**	**0%**	**-**	**1,843,000**
422-Animal Shelter DIF	124,900	-	124,900	0%	-	124,900
Total Animal Shelter DIF	**124,900**	**-**	**124,900**	**0%**	**-**	**124,900**
423-Corp Yard DIF	50,000	-	50,000	0%	-	50,000
Total Corportate Yard DIF	**50,000**	**-**	**50,000**	**0%**	**-**	**50,000**
440-Trans-Road DIF	5,288,000	36,524	5,251,476	1%	-	5,288,000
Total Trans - Road DIF	**5,288,000**	**36,524**	**5,251,476**	**1%**	**-**	**5,288,000**
450- Trans -Signals DIF						
	352,000	23,547	328,453	7%	-	352,000
Total Trans - Signals DIF	**352,000**	**23,547**	**328,453**	**7%**	**-**	**352,000**
451- Drainage DIF						
	60,000	1,721	58,279	3%	-	60,000
Total Drainage DIF	**60,000**	**1,721**	**58,279**	**3%**	**-**	**60,000**
460-Park Land Acquisition DIF						
	63,000	-	63,000	0%	-	63,000
Total Park Land Acquisition DIF	**63,000**	**-**	**63,000**	**0%**	**-**	**63,000**
461- Park Improvements DIF						
	2,899,400	100,442	2,798,958	3%	-	2,899,400
Total Park Improvement DIF	**2,899,400**	**100,442**	**2,798,958**	**3%**	**-**	**2,899,400**
480-Multipurpose Trails DIF	98,200	-	98,200	0%	-	98,200
Total Multipurpose Trails DIF	**98,200**	**-**	**98,200**	**0%**	**-**	**98,200**
500 Capital Reinvestment						
	348,000	35	347,966	0%	-	348,000
Total Capital Reinvestment	**348,000**	**35**	**347,966**	**0%**	**-**	**348,000**
501 RMRA Capital Projects						
	1,060,000	12,075	1,047,925	1%	-	1,060,000
Total RMRA Capital Projects	**1,060,000**	**12,075**	**1,047,925**	**1%**	**-**	**1,060,000**
502-Riverside County Fund Control (RCFC) - Local						
	57,500	17,299	40,201	30%	-	57,500
Total RCFC	**57,500**	**17,299**	**40,201**	**30%**	**-**	**57,500**

CITY OF WILDOMAR
Expenditure Status Report
1st Quarter FY2024-25
July 1, 2024 to September 30, 2024

Fund	Budget	3 Month Preliminary Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
503-Transportation Uniform Mitigation Fee (TUMF) - Local						
Clinton Keith Widen CIP025	1,959,400	241,888	1,717,512	12%	-	1,959,400
Bundy Canyon/Scott Rd Widen CIP026	2,354,100	807,877	1,546,223	34%	-	2,354,100
Palomar Widening CIP028	4,132,500	28,018	4,104,482	1%	-	4,132,500
Line F Extension CIP039	-	-	-	0%	-	-
Palomar/Clinton Keith Bike Path CIP059	-	-	-	0%	-	-
Bundy Canyon/I-15 Interchange Study CIP070	1,500,000	-	1,500,000	0%	-	1,500,000
Bundy Canyon/Oak Cir Dr Traffic Sig CIP071	-	-	-	0%	-	-
Baxter Rd/I-15 Interchange Study CIP074	1,500,000	-	1,500,000	0%	-	1,500,000
Bundy Canyon West - Widen & ATP CIP090	210,000	-	210,000	0%	-	210,000
Bundy Canyon Widening Sidewalks CIP092	225,000	-	225,000	0%	-	225,000
Total TUMF	**11,881,000**	**1,077,783**	**10,803,217**	**9%**	**-**	**11,881,000**
505-Mobile Source Air Pollution Reduction Review Committee (MSRC) - State						
505-057 Pavement Management Program CIP057	25,000	-	25,000	0%	-	25,000
Total MSRC	**25,000**	**-**	**25,000**	**0%**	**-**	**25,000**
506-Highway Safety Improvement Program (HSIP) - Federal						
	648,100	-	648,100	0%	-	648,100
Total HSIP	**648,100**	**-**	**648,100**	**0%**	**-**	**648,100**
507-State Funded Capital Projects - Miscellaneous - State						
27 Acre Park CIP062	1,211,800	-	1,211,800	0%	-	1,211,800
Palomar Widening CIP028	16,000	-	16,000	0%	-	16,000
Total Miscellaneous State Funded Projects	**1,227,800**	**-**	**1,227,800**	**0%**	**-**	**1,227,800**
508-Local Capital Grants						
Bundy Canyon Widening RCTC CIP026	5,371,300	-	5,371,300	0%	-	5,371,300
Clinton Keith Widening CIP025	5,651,200	176,945	5,474,255	3%	-	5,651,200
Total Local Capital Grants	**11,022,500**	**176,945**	**10,845,555**	**2%**	**-**	**11,022,500**
509-Federal Grants						
Sedco Blvd Safety Improvements CIP096	150,000	-	150,000	0%	-	150,000
Total Local Capital Grants	**150,000**	**-**	**150,000**	**0%**	**-**	**150,000**
601 LLMD 89-1C						
CIP091 Catch Basin Retrofit Project & CIP100 Maintenance District Enhancement Project						
Public Works/Engineering	112,500	32,097	80,403	29%	-	112,500
Zone 3	278,200	35,593	242,607	13%	-	278,200
Zone 18	700	-	700	0%	-	700
Zone 26	800	-	800	0%	-	800
Zone 27	1,500	129	1,371	9%	-	1,500
Zone 29	14,400	339	14,061	2%	-	14,400
Zone 30	39,900	3,953	35,947	10%	-	39,900
Zone 35	300	-	300	0%	-	300
Zone 42	32,800	15,510	17,290	47%	-	32,800
Zone 50	300	-	300	0%	-	300
Zone 51	18,900	1,017	17,883	5%	-	18,900
Zone 52	290,300	997	289,303	0%	-	290,300
Zone 59	58,300	111	58,189	0%	-	58,300
Zone 62	132,700	1,614	131,086	1%	-	132,700
Zone 67	54,300	388	53,912	1%	-	54,300
Zone 70	700	43	657	6%	-	700
Zone 71	26,300	828	25,472	3%	-	26,300
Zone 73	500	-	500	0%	-	500
Zone 88	-	-	-	0%	-	-
Zone 90	-	-	-	0%	-	-
Zone 181	38,000	180	37,820	0%	-	38,000
LLMD 89-1C Total	**1,101,400**	**92,798**	**1,008,602**	**8%**	**-**	**1,101,400**

CITY OF WILDOMAR
Expenditure Status Report
1st Quarter FY2024-25
July 1, 2024 to September 30, 2024

Fund		*Budget*	*3 Month Preliminary Actual Expenditure*	*Remaining Budget*	*Percent Used*	*Requested Budget Change*	*Proposed Budget*
602 CSA-22							
	Contractual Services	3,300	744	2,556	23%	-	3,300
	Electricity	14,400	2,027	12,373	14%	-	14,400
	Street Lights	28,000	-	28,000	0%	-	28,000
	CSA-22	**45,700**	**2,771**	**42,929**	**6%**	**-**	**45,700**
603 - CSA 103							
	Landscape & Drainage	20,200	2,160	18,040	11%	-	20,200
	Maintenance District Enhancement CIP0100	12,100	-	12,100	0%	-	12,100
	Street Lights	178,200	15,232	162,968	9%	-	178,200
	CSA-103	**210,500**	**17,393**	**193,107**	**8%**	**-**	**210,500**
604 - CSA 142							
	Public Works	1,500	-	1,500	0%	-	1,500
	Street Lights	30,900	2,333	28,567	8%	-	30,900
	CSA-142	**32,400**	**2,333**	**30,067**	**7%**	**-**	**32,400**
CFDs							
605 CFD 2017 DIF Deferral							
	CFD 2017 DIF Deferral	83,800	893	82,908	1%	-	83,800
	CFD 605	**83,800**	**893**	**82,908**	**1%**	**-**	**83,800**
606 CFD 2013-1							
	CFD 2013-1 Maintenance	75,900	11,930	63,970	16%	-	75,900
	Zone 3	88,300	5,184	83,116	6%	-	88,300
	Zone 4	1,900	522	1,378	27%	-	1,900
	Zone 5	58,600	5,622	52,978	10%	-	58,600
	Zone 6	-		-	0%	-	-
	Zone 7	-		-	0%	-	-
	Zone 8	10,300	109	10,191	1%	-	10,300
	Zone 9	12,100	-	12,100	0%	-	12,100
	Zone 10	47,700	-	47,700	0%	-	47,700
	Zone 11	15,500	73	15,427	0%	-	15,500
	Zone 13	1,300	-	1,300	0%	-	1,300
	Zone 14	7,500	-	7,500	0%	-	7,500
	Zone 15	16,200	-	16,200	0%	-	16,200
	Zone 16	5,500	-	5,500	0%	-	5,500
	Zone 17	-		-	0%	-	-
	Zone 18	21,900	-	21,900	0%	-	21,900
	Zone 19	82,300	2,596	79,704	3%	-	82,300
	Zone 20	-		-	0%	-	-
	Zone 21	2,900	-	2,900	0%	-	2,900
	Zone 24	178,300	-	178,300	0%	-	178,300
	Total CFD's	**626,200**	**26,035**	**600,165**	**4%**	**-**	**626,200**
607 CFD 2022-3							
	Public Works/Engineering	30,600	2,127	28,473	7%	-	30,600
	Total CFD 2022-3	**30,600**	**2,127**	**28,473**	**7%**	**-**	**30,600**
608 CFD 2023-1							
	Public Works/Engineering	11,300	638	10,663	6%	-	11,300
	Total CFD 2023-1	**11,300**	**638**	**10,663**	**6%**	**-**	**11,300**
610 CFD 2013-1 Special Tax B							
	Public Safety	233,000	-	233,000	0%	-	233,000
	Non Departmental	2,800	-	2,800	0%	-	2,800
	Total CFD 2023-1	**235,800**	**-**	**235,800**	**0%**	**-**	**235,800**

CITY OF WILDOMAR
Expenditure Status Report
1st Quarter FY2024-25
July 1, 2024 to September 30, 2024

Fund		*Budget*	*3 Month Preliminary Actual Expenditure*	*Remaining Budget*	*Percent Used*	*Requested Budget Change*	*Proposed Budget*
612 CFD 2022-1 Special Tax A							
	Public Works/Engineering	301,000	6,816	294,184	2%	-	301,000
	Total CFD 2022-1	**301,000**	**6,816**	**294,184**	**2%**	**-**	**301,000**
613 CFD 2022-2 Special Tax A							
	Public Works/Engineering	30,600	1,275	29,325	4%	-	30,600
	Total CFD 2022-2	**30,600**	**1,275**	**29,325**	**4%**	**-**	**30,600**
690 Measure Z - Parks							
	Community Services	109,200	32,922	76,278	30%	-	109,200
	O'Brien Park	154,800	55,166	99,635	36%	-	154,800
	Heritage Park	53,500	14,084	39,416	26%	-	53,500
	Windsong Park	51,400	20,067	31,333	39%	-	51,400
	Ball Field	-	666	(666)	0%	-	-
	Malaga Park	11,800	3,660	8,140	31%	-	11,800
	Total Measure Z Park	**380,700**	**126,565**	**254,135**	**33%**	**-**	**380,700**
	Non-GF Funds Total	**$46,666,300**	**$2,547,796**	**$44,118,504**	**5%**	**$ -**	**$46,666,300**
	Grand Total- All Funds	**$ 75,580,500**	**$7,254,335**	**$68,326,165**	**10%**	**$ 252,400**	**$ 75,832,900**

RESOLUTION NO. 2024 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING ADJUSTMENTS TO THE FY2024-25 BUDGETED REVENUES AND EXPENSES AND ADOPTING A REVISED SCHEDULE OF AUTHORIZED POSITIONS

WHEREAS, The City of Wildomar Biennial Budget for FY 2023-24 and FY 2024-25 was approved by the Wildomar City Council on June 14th, 2023;

WHEREAS, The City of Wildomar FY 2024-25 Amended Budget was amended and approved by the Wildomar City Council on June 12th, 2024;

WHEREAS, changing economic conditions, program and service reviews require that the original approved budget and authorized position schedule be regularly monitored and updated: and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar authorizes the adjustments to the FY2024-25 Budgets increasing the total amount of projected revenues to $71,530,100 and increasing total projected expenditures to $75,832,900.

PASSED, APPROVED, AND ADOPTED this 11th day of December 2024.

_____
Bridgette Moore
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk



CITY OF WILDOMAR

FY2024-25 1ST QUARTER BUDGET REPORT

DECEMBER 11TH, 2024

ADAM JANTZ – FINANCE MANAGER

OVERVIEW

- General Fund Projections:
  - $17,793,200 Revenues
  - $18,540,800 Expenditures
  - $ 747,600 Net Decrease
  - $ 7,494,260 Estimated FYE Fund Balance

KEY ITEMS

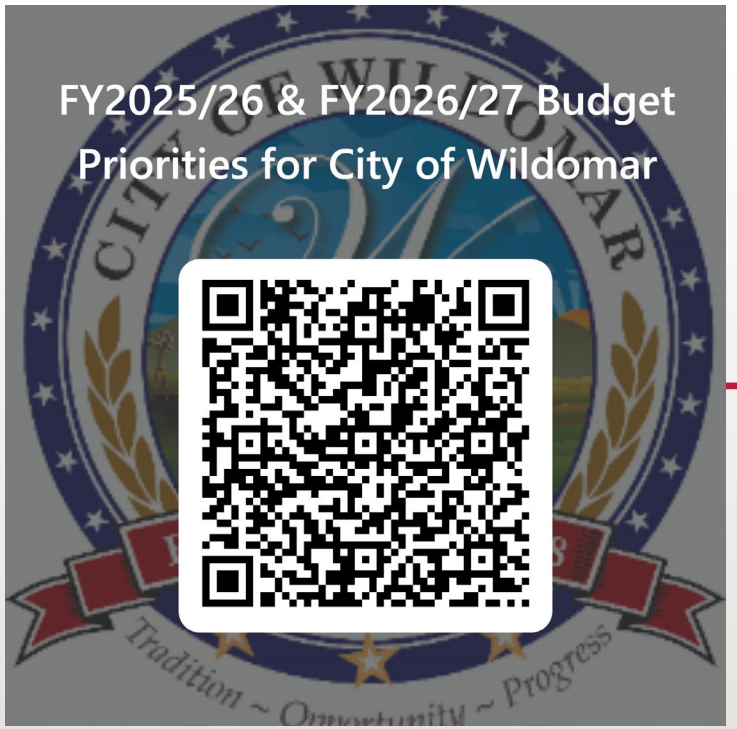
- Addition of Planning Manager Position
- Add Cash-Outs for Community Development Director
- Adjustments for Phase One of Revised Pay Plan
- Add Motorcycle and Training for 2nd Motor Officer to begin Patrol in FY2025-26

HIGHLIGHTS

- City Went Live with the Oracle NetSuite for Government Finance Module on September 16th
- The First In-House Payroll was December 5th
- Starting Implementation Phase for Planning & Budgeting Module

HIGHLIGHTS

- Final Audit was Completed in October
- Measure AA & Z Statements Complete
- Finalizing FY2023-24 ACFR Draft
- 1st Quarter Fire Bill Still Being Prepared



- Budget Priorities Survey Sent Out December 2nd and Will Run Until January 2nd, 2025
- Open to All Stakeholders
- Results Will Be Discussed at the January 15th Meeting in the City Goals & Priorities Workshop for the FY2026 & FY2027 Biennial Budget

QUESTIONS?

SUBJECT: Planning Commission Appointments

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
1. Review current Planning Commission Appointments, and keep existing appointment(s); and/or

2. Review current Planning Commission Appointments and vote to remove a member(s) from office and direct the City Clerk to advertise per Section 2.24.020 of the Wildomar Municipal Code; and/or

3. Provide feedback or direction to staff to make changes to the Planning Commission application.

BACKGROUND:
The Planning Commission is comprised of five members who reside in the city. Each Councilmember has the authority to appoint one member to the Commission; however, it requires at least 3 affirmative votes to ratify each appointment. The Commissioner is not required to live in the same district at the City Councilmember. The terms of the Commission run concurrently with the term of office of the City Councilmember who appointed the Commission member and it expires 60 days after the end of the Councilmember's term of office or when the vacancy is filled, whichever comes first.

At the October 9, 2024 City Council Meeting, Councilmember Marquez requested a future agenda item to review current Planning Commission appointments and potentially reappoint or nominate a new Commissioner of the Councilmember's choosing.

DISCUSSION:
Per Chapter 2.24.040 (attached), members of the City Council can reappoint or nominate a new Planning Commissioner for the following reasons and in the following manners:

A. A member of the Commission may be removed from office by the City Council for failure to meet any of the requirements for membership as defined in Section 2.24.020. The vacancy created shall be filled in the manner described in Section 2.24.020.

B. A member of the Commission is automatically removed from office if the member has an unexcused absence from three consecutive regular meetings of the Commission. An unexcused absence shall be defined as a failure to attend a regular meeting without providing prior notice to the Commission Chairperson or Planning Director. Following the third consecutive unexcused absence the Planning Director shall notify the City Council that, according to the terms of this section, the Commissioner's position is now vacant. The

vacancy created shall be filled in the manner described in Section 2.24.020.

C. The member may also be removed at any time and for any reason by a vote approved by at least three of the members of the City Council. The vacancy created shall be filled in the manner described in Section 2.24.020.

The current members of the Planning Commission are:

Eric Filar (Morabito) (Term Expires 12/2026)
Selected and appointed by Joseph Morabito 02/2019
Reappointed by Joseph Morabito 01/2023

Brianna Bernard (Marquez) (Term Expires 12/2026)
Selected and appointed by Ben J. Benoit 06/2019
Reappointed by Carlos Marquez 01/2023

Arrin Banks (Nigg) (Term Expires 12/2024)
Selected and appointed by Dustin Nigg 09/2019
Reappointed by Dustin Nigg 01/2021

George Cambero (Moore) (Term Expires 12/2024)
Selected and appointed by Bridgette Moore 01/2023

Kim Strong (DePhillippo) (Term Expires 12/2026) Submitted Resignation Effective January 1, 2025
Selected and appointed by Marsha Swanson on 08/2016
Reappointed by Marsha Swanson on 12/2018
Reappointed by Ashlee DePhillippo on 01/2023

This agenda item is an opportunity for each Councilmember to review their appointment and keep their selected appointment or request that the City Council vote to remove an appointment and declare a vacancy effective per the Council's recommendation. If the Council votes to declare a vacancy and advertise a position on the Planning Commission, this is also an opportunity to review the current application and recommend and changes.

FISCAL IMPACT:
None.

ATTACHMENTS:
1. WMC Chapter 2.24 - Planning Commission
2. Planning Commission Application

CHAPTER 2.24
PLANNING COMMISSION

§ 2.24.010. Creation of Commission.

A Planning Commission ("Commission") for the City is created which shall be comprised of five members.
(Ord. 08-16 § 1)

§ 2.24.020. Appointment.

A. Process. Open positions on the Planning Commission shall be advertised and all applications referred to members of the City Council for consideration. Each Councilmember shall have the authority to appoint one member to the Commission. The City Council shall vote as a ministerial action to ratify each appointment. Such ministerial approval requires at least three affirmative votes.

B. Qualifications.

1. Members of the Commission shall be residents of the City and shall be qualified electors within the City.

2. Each member shall be a resident of the City for the year immediately preceding the inception of his or her term.

3. No member of the Commission may be an employee or officer of the City.

(Ord. 08-16 § 1)

§ 2.24.030. Term of office.

A. Terms of members of the Commission shall run concurrently with the term of office of the City Councilmember who appointed the Commission member and shall expire 60 days after the end of the appointing Councilmember's term of office or the vacancy is filled, whichever comes first.

B. There is no limit as to the number of times that a Commission member may be appointed.
(Ord. 08-16 § 1; Ord. 51 § 2, 2010)

§ 2.24.040. Removal from office.

Members of the Planning Commission may be removed from office, or their offices declared vacant, for the following reasons and in the following manners.

A. A member of the Commission may be removed from office by the City Council for failure to meet any of the requirements for membership as defined in Section 2.24.020. The vacancy created shall be filled in the manner described in Section 2.24.020.

B. A member of the Commission is automatically removed from office if the member has an unexcused absence from three consecutive regular meetings of the Commission. An unexcused absence shall be defined as a failure to attend a regular meeting without providing

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prior notice to the Commission Chairperson or Planning Director. Following the third consecutive unexcused absence the Planning Director shall notify the City Council that, according to the terms of this section, the Commissioner's position is now vacant. The vacancy created shall be filled in the manner described in Section 2.24.020.

C. The member may also be removed at any time and for any reason by a vote approved by at least three of the members of the City Council. The vacancy created shall be filled in the manner described in Section 2.24.020.

(Ord. 08-16 § 1; Ord. 51 § 2, 2010)

§ 2.24.050. Vacancy in office.

If vacancies occur on the Commission, such vacancies shall be filled by appointment for the unexpired portion of the term.

(Ord. 08-16 § 1)

§ 2.24.060. Organization, meetings and responsibilities.

A. At its first meeting of the calendar year, the Commission shall elect from its membership a chair and vice chair for the remainder of the calendar year.

B. The Commission shall adopt rules for the transaction of its business. It shall also keep a public record of its resolutions, transactions, findings and determinations.

C. The Director of Planning or the Director's designee shall serve as the Secretary to the Commission and shall have no vote.

D. The Commission shall hold meetings monthly if there are items scheduled to be discussed. The regular meeting day and time will be set by resolution.

E. The Commission shall have such duties as are prescribed by California law, including the following:

1. Assist in reviewing proposed General Plan amendments and community or specific plans and hold public hearings on such plans.

2. Hold hearings and make recommendations to the City Council with regard to proposed amendments to the General Plan and specific plans.

3. Make recommendations to the City Council regarding reasonable and practical means for implementing the General Plan or elements of the General Plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open space and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the General Plan.

4. Provide an annual report to the City Council on the status of the General Plan and progress in its implementation, including the progress in meeting the City's share of the regional housing needs determined pursuant to Government Code Section 65584, local efforts to remove governmental constraints on housing pursuant to Government Code Section 65583(c)(3), and compliance of the General Plan with the guidelines contained

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at Government Code Section 65040.2.

5. Hold hearings and make recommendations to the City Council with regard to proposed changes to the zoning ordinance and zoning maps.

6. Annually review the capital improvement program of the City and the local public works projects of other local agencies for their consistency with the City's General Plan and make recommendations to the City Council.

7. Report and make recommendations to the City Council on the conformity of proposed public land acquisition or disposal with the adopted General Plan.

(Ord. 08-16 § 1; Ord. 51 § 4, 2010; Ord. 120 § 2, 2016)

§ 2.24.070. Approval authority.

The Commission shall have approval authority over subdivision applications as provided in Title 16 of the Wildomar Municipal Code and over land use matters as specified in Title 17 of the Wildomar Municipal Code.
(Ord. 08-16 § 1; Ord. 51 § 5, 2010)

§ 2.24.080. Appeals.

A. Appeal of staff administrative decisions to the Commission shall be as specified in Section 17.192.070.

B. Final decisions by the Commission may be appealed to the City Council within 10 calendar days of the decision becoming final under the provisions of Section 17.192.020. If a Commission decision is not appealed to the City Council within that period, the decision cannot be appealed.

(Ord. 08-16 § 1; Ord. 51 § 6, 2010)

§ 2.24.090. Compensation.

The City Council may establish by resolution the compensation to be paid to the members of the Commission.
(Ord. 08-16 § 1)

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CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: _____

Residence Address:_____

Telephone:_____
Home Cell Work

E-mail Address: _____

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? _____

2. How long have you lived in Wildomar?_____

EDUCATION:

Highest year completed_____ Highest Degree received_____

EMPLOYMENT:

_____
Employer's name & address

_____
Employer's phone number/Type of Business

_____
Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:30 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

*****PLEASE NOTE***** **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: Date:

CITY OF Wildomar
Supplemental Questionnaire

Planning Commissioner

PRINT NAME: _____

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

_____ _____
Signature Date

1. Please describe your experience as it relates to this position.

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

5. What is your understanding of the role and responsibilities of the Planning Commission?

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

SUBJECT: Community Services 2025 Special Events, Partnerships, and Activities

SUBMITTED BY: Daniel Torres, Community Services Director

PREPARED BY: Annelle Rosales, Administrative Assistant II

ACTION:
Approve the Community Services 2025 Special Events Calendar.

SUMMARY:
The Community Services Department is presenting the 2025 City Special Events Calendar to City Council for approval.

BACKGROUND:
Since incorporation, the City has provided Special Events to the Community. These events have been developed and expanded with the objective to foster unity among residents, provide an alternative location that promotes physical and mental health, and allow the opportunity for in-person interactions with City Council and Staff Members.

DISCUSSION:
On Monday, December 2, 2024, a public meeting was held for the Community Services Subcommittee to gather feedback and guidance regarding the 2025 City Special Events Calendar. Positive feedback and input were provided on several key items. The proposed calendar presented for approval incorporates the recommendations from this meeting.

The proposed 2025 calendar features fourteen events. In addition to annual Special Events, the Community Services Department introduced three new events for the Community. These new events have been categorized according the our tier system, and the details are outlined below.
Tier I: Eggstravaganza, City Birthday Celebration, Fall Family Fun Fair, and Breakfast with Santa.
Tier II: Discovery Nights, and Veterans Day.
Tier III: Teen Egg Hunt, Basketball 3v3, and Memorial Day.
Tier IV: Family Nights, Pop-up Events.

Over the past two years, organizations have utilized the Community Event Partnership Policy, which establishes the standards for partnering with the City to deliver Community Events. Past examples of successful Community Events include Earth Day Event, National Night Out, National Clean Up Day, Fall Family Fun Fair, Veterans Day, Elsinore Community Annual Turkey Giveaway, and HOA & RSO Pop-Ups. Community Event Partnerships anticipated for this year include collaboration with St. Frances of Rome Church to expand the Mariachi Night

event, the July 1st Bell Ringing in partnership with the Wildomar Historical Society, and a Vintage and Classic Car Show with the Santa Rosa Plateau Nature Education Foundation.

The Community Services Department has developed a brochure about event tiers, sponsorships, and vendor opportunities. The brochure includes details on City-sponsored events, partnerships, and pop-up events. This brochure has both a handout and a digital version which is accessible online and in person.

FISCAL IMPACT:
The proposed Special Events and Community Event Partnerships if approved will be included in future budget amendments or the upcoming fiscal year budget.

ACCOUNT CODE:
100-410-4610

ATTACHMENTS:
CSD Digital Brochure Booklet.pdf
CSD Brochure Handout.pdf
Proposed 2025 City Special Event Calendar.pdf
Proposed 2025 Event Flyers.pdf

CITY OF WILDOMAR

VENDORS, EVENTS, & PROCEDURES

MUNICIPAL CODE

CITY OF WILDOMAR

COMMUNITY SERVICES

THE CITY OF WILDOMAR COMMUNITY SERVICES CONSISTS OF MANY DIFFERENT ASPECTS, FROM SPECIAL EVENTS TO PARKS AND REC. WE WANT TO PROVIDE THE COMMUNITY WITH POSTIVITE ALTERNATIVES BY THE UTILIZATION OF CITY PARKS. WE ALSO WANT TO INCREASE SOCIAL CONNECTIONS WITH COMMUNITY RESIDENTS WITH ARE VARIETY OF CITY EVENTS. THIS DOCUMENT WILL REVIEW THE PROCESSES AND PROCEDURES FOR EVERYTHING REGARDING SPECIAL EVENTS.

VENDORS, EVENTS, & PROCEDURES

CONTACTS

WEBSITE

WILDOMAR.GOV

ADDRESS

23873 CLINTON KEITH RD

PHONE

(951)677-7751 EXT. 221

EMAIL

CSADMIN@WILDOMAR.GOV

SOCIALS

@CITYOFWILDOMAR.ORG

COMMUNITY SERVICES

STAFF

DANIEL TORRES
COMMUNITY SERVICE DIRECTOR

SHERRI STANTON
MANAGEMENT ANALYST II

JOSE ALVAREZ
FACILITIES CONTRACT SPECIALIST

ANNELLE ROSALES
ADMINISTRAIVE ASSISTANT II

VIVIANA DA SILVA
RECREATION LEADER II

MAINTENANCE STAFF

JOSH CORTEZ
SR. MAINTENANCE WORKER

CHRISTY BOWEN
MAINTENANCE WORKER II

PAUL GUERRERO
MAINTENANCE WORKER I

ALEJANDRO CIBRI
MAINTENANCE WORKER I

TIER LIST
EVENTS

I

(**1,500+ ATTENDEES**) THESE EVENTS INVOLVE OFFSITE PARKING, TRAFFIC CONTROL AND MULTIPLE DAYS FOR SET UP AND BREAKDOWN.

II

LARGE SCALE (**1,000 – 1,500 ATTENDEES**) THESE EVENTS INVOLVE TRAFFIC CONTROL AND HIGHER LEVELS OF PUBLIC SAFETY AND SANITATION

III

MEDIUM SCALE (**150 – 1,000 ATTENDEES**) EVENTS THAT INVOLVE PUBLIC SAFETY.

IV

SMALL SCALE (**50 – 150 ATTENDEES**) ALL ACTIVITIES COMPLETED WITHIN FEW HOURS.

CITY SPONSORED EVENTS



WHAT IS A SPONSORED EVENT?

A CITY EVENT IS TYPICALLY ORGANIZED AND HOSTED BY THE CITY WITH THE SUPPORT OF SPONSORS AND COMMUNITY PARTNERS. THESE EVENTS WELCOME THE PARTICIPATION OF VENDOR BOOTHS.

IMPORTANT DETAILS

THESE EVENTS ARE LARGE SCALE AND USALLY HAVE PLENTLY OF VENDOR OPPORTUNITIES

PAST EVENTS

EGGSTRAVAGANZA

CITY BIRTHDAY

MARIACHI NIGHT

BREAKFAST WITH SANTA

PARTNERSHIP EVENTS



WHAT IS A PARTNERSHIP EVENT?

A CITY PARTNERSHIP EVENT ARE A COMBINED EFFORT BEWTEEN THE CITY AND OTHER AGENCIES, COMMUNITY GROUPS, AND NON-PROFITS.

PAST EVENTS

ASTRONOMY NIGHT

MEMORIAL DAY

ROOTED IN NATURE CRAFT BREW FESTIVAL

FALL FAMILY FUN FAIR

RECENT PARTNERS

Southwest HEALTHCARE

WBV Wildomar Beautification Volunteers

Wildomar Community and Parks Foundation, Inc.

Grocery Outlet bargain market

DUNKIN'

Elks USA



POP-UP EVENTS

PAST EVENTS

MOVIE IN THE PARK

WATER DAY

SUNDAES ON WEDNESDAY

CRAFT NIGHT

WHAT IS A POP-UP EVENT?

A CITY POP-UP EVENT IS A PARTNERSHIP BETWEEN LOCAL COMMUNITY GROUPS AND THE CITY, PROVIDING SMALLER SCALE EVENTS THROUGHOUT THE YEAR AT PARKS ALL OVER WILDOMAR, WEITHER THAT BE A CITY PARK OR LOCAL HOA PARKS.

IMPORTANT INFORMATION

THERE ARE USUALLY NO VENDOR OPPORTUNITIES FOR THESE SMALL SCALE EVENTS. SOME EVENTS MAY BE ADVERTISED AS A HOA MEMBERS ONLY EVENT.

EVENT VENDORS



APPROVED VENDORS ARE ABLE TO PROVIDE SERVICES AT EVENTS

HOW DO YOU BECOME A VENDOR?

TO BECOME A VENDOR AT ANY OF OUR CITY EVENTS, YOU MUST FILL OUT OUR VENDOR APPLLICATION AS WELL AS PROVDING PROPER DOCUMENTATION TO GET APPROVED.

WHAT TYPE OF VENDORS ARE ALLOWED?

DEPENDING ON THE EVENT, WE ALLOW BOTH SELLING AND INFORMATIONAL VENDOR BOOTHS

SOME EVENTS MAY NOT ALLOW FOR VENDORS, OR VENDORS APPLICATIONS ARE HANDLED BY EVENT PARTNER

RECENT EVENT SPONSORS

burke
BURKE, WILLIAMS & SORENSEN, LLP

PVM

WILDOMAR COMMUNITY AND PARKS FOUNDATION, INC

SOUTHERN CALIFORNIA EDISON®
Energy for What's Ahead℠

AFFIRMED HOUSING

PLACEWORKS

HOW DO YOU BECOME A SPONSOR?

THEIR ARE 5 DIFFERENT TIRES TO SPONSORS, DEPENDING ON THE AMOUNT YOU CONTIRBUTE TO THE EVENT, YOU WILL ALSO NEED TO FILL OUT OUR SPONSOR FORM

WHAT DO EVENT SPONSORS RECIEVE?

DEPENDING ON THE TEIR, WE PROVIDE OUR SPONSORS THE RECOGNITION THEY DESERVE BY PROVIDING:

- LOGO ON FLYERS
- BANNERS
- WEBSITE
- SOCIAL MEDIA
- PHOTOBOOTH IMAGES
- ANNOUNCED DURING THE EVENT.
- BOOTH AT THE EVENT.



APPLICATIONS



EVENT VENDOR INTEREST FORM

SPONSOR VENDOR APPLICATIONS

EVENTS CALENDAR

BY TIER

TIER I

BREAKFAST WITH SANTA

EGGSTRAVAGANZA

CITY BIRTHDAY

FALL FAMILY FUN FAIR

TIER II

DISCOVERY NIGHTS

VETERANS DAY

TIER III

BASKETBALL 3V3

MEMORIAL DAY

TIER IV

FAMILY NIGHTS

POP-UP EVENTS

EVENTS CALENDAR

COMPLETE 2025

JANUARY ---

FEBURARY-
FAMILY NIGHTS

MARCH-
BASKETBALL 3V3

APRIL-
EGGSTRAVAGANZA

MAY-
MEMORIAL DAY, FAMILY NIGHT

JUNE-
DISCOVERY NIGHTS

JULY- CITY BIRTHDAY, DISCOVERY NIGHTS

AUGUST-
FAMILY NIGHTS

SEPTEMBER-
MARACHI NIGHT

OCTOBER-
FALL FAMILY FUN FAIR

NOVEMBER-
VETERANS DAY

DECEMBER-
BREAKFAST WITH SANTA

CONTACT

CITY OF WILDOMAR

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COMMUNITY SERVICES

VENDORS, EVENTS, & PROCEDURES

CITY SPONSORED EVENTS



A CITY SPONSORED EVENTS ARE USUALLY LARGER SCALE EVENTS, USALLY HELD ANNUALLY AND CAN INCULDE PARTNERSHIPS, SPOSORS, AND MULTIPLE VENDORS/BOOTHS.

PARTNERSHIP EVENTS

A CITY PARTNERSHIP EVENT IS A COMBINED EFFORT BEWTEEN THE CITY AND OTHER AGENCIES, COMMUNITY GROUPS, AND NON-PROFITS.



POP-UP EVENTS

A CITY POP-UP EVENT IS A PARTNERSHIP BETWEEN LOCAL COMMUNITY GROUPS AND THE CITY, PROVIDING SMALLER SCALE EVENTS THROUGHOUT THE YEAR AT PARKS ALL OVER WILDOMAR, WHETHER THAT BE A CITY PARK OR LOCAL HOA PARKS.

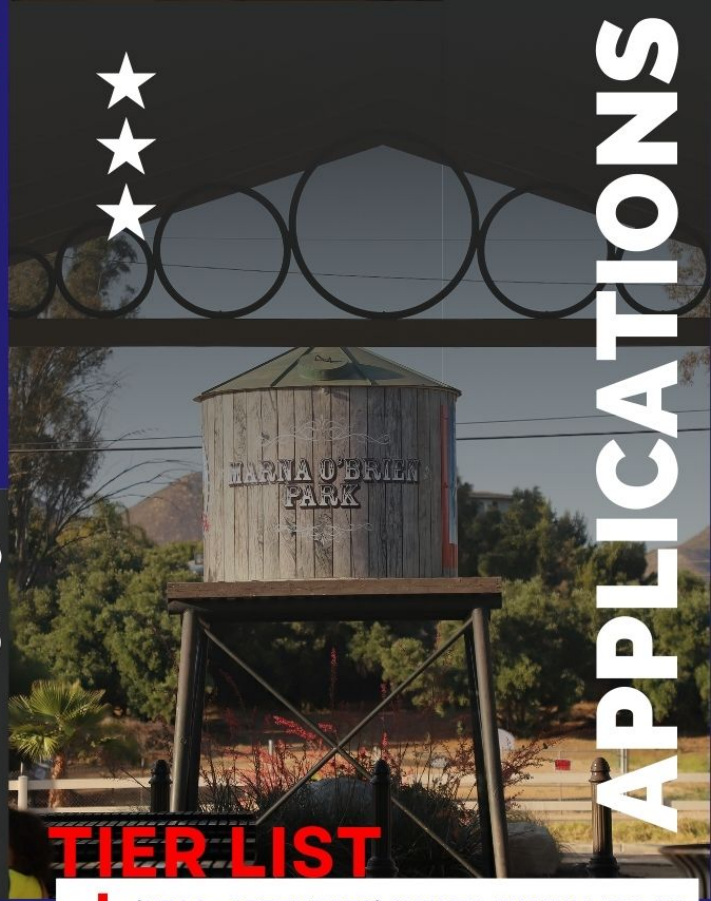
EVENT VENDORS



VENDOR INTEREST FORM

SPONSOR APPLICATION

BOTH SELLING AND INFORMATIONAL VENDOR BOOTHS ARE ALLOWED TO BE AT OUR EVENTS AFTER FILLING OUT OUR VENDOR APPLICATION, AND RECIEVING APPROVAL.



APPLICATIONS

TIER LIST

I (**1,500+ ATTENDEES**) EVENTS THAT INVOLVES OFFSITE PARKING, TRAFFIC CONTROL AND MULTIPLE DAYS FOR SET UP AND BREAKDOWN.

II LARGE SCALE (**1,000 – 1,500 ATTENDEES**) EVENTS THAT INVOLVE TRAFFIC CONTROL AND HIGHER LEVELS OF PUBLIC SAFETY AND SANITATION

III MEDIUM SCALE (**150 – 1,000 ATTENDEES**) EVENTS THAT INVOLVE PUBLIC SAFETY.

IV SMALL SCALE (**50 – 150 ATTENDEES**) ALL ACTIVITIES COMPLETED WITHIN FEW HOURS.

CALENDAR YEAR 2025

SPECIAL EVENTS

Family Night FEB 21	**Marna Madness** MAR 27, 28	**Eggstravaganza** APR 12
Teen Egg Hunt APR 12	**Family Night** MAY 9	**Memorial Day** MAY 26
Discovery Night JUL 11	**City Birthday** JUL 26	**National Night Out** AUG 5
Mariachi Night SEP —	**Fall Family Fair** OCT —	**Veterans Day** NOV —
Breakfast with Santa DEC 6		

(951)677-7751 EXT. 221 | CSADMIN@WILDOMAR.GOV

The City of Wildomar Presents

EGGSTRAVAGANZA

Saturday, April 12

9:00 am - 11:00 am

16,000 Eggs

Marna O' Brien Park
20505 Palomar Street, Ca. 92595

Hunt begins at	Age Group
9 am & 10 am	0-3 yrs
9:15 am & 10:15 am	4-5 yrs
9:30 am & 10:30am	6-8 yrs
9:45 am & 10:45am	9 yrs+

DJ

Bounce house

Contact | (951)677-7751 ext.221 Csadmin@wildomar.gov

THE CITY OF WILDOMAR PRESENTS

EASTER EGG HUNT

Prizes

8:00PM-9:30PM

SATURDAY, APRIL 12TH 2025

JOIN US FOR A FUN AND UNIQUE
FLASHLIGHT EGG HUNT

MARNA O' BRIEN PARK

20505 PALOMAR STREET, CA, 92595

DJ

Snacks

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CITY OF WILDOMAR PRESENTS

Discovery NIGHTS

JOIN US FOR AN AMAZING NIGHT FULL OF FUN FOR EVERYONE IN TOWN. DISCOVER NEW ARTISTS, FOODS, AND SMALL BUSINESSES.

Marna O' Brien Park

20505 PALOMAR STREET, CA,92595

LIVE MUSIC

FOOD VENDORS & MORE

5-8pm

MUSIC EVENTS AT 6

CITY OF WILDOMAR
MEETING (CCR)
FUTURE AGENDA ITEMS

Meeting Date: December 11, 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 - Dec 2024
4. Review Cannabis Ordinances - DePhillippo - TBD
5. Park Naming Policy - DePhillippo - TBD

CITY OF WILDOMAR
MEETING (CCR)
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: December 11, 2024

SUBJECT: City Council/Cemetery District Minutes - November 13, 2024.

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, NOVEMBER 13, 2024
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

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

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

The Regular Closed Session was called to order by Mayor Pro Tem DePhillippo at 5:06 p.m.

ROLL CALL

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

Members absent: Bridgette Moore

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

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

• 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

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 Mayor Pro Tem DePhillippo.

PRESENTATIONS

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

DEPARTMENT REPORTS

Police Department Quarterly Update

Fire Department Quarterly Update

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

Members absent: None.

PUBLIC COMMENTS

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

1. Greg Langworthy, United Sovereign Americans, with time donated by Veronica Langworthy, resident for a total of 6 minutes.
2. Michael Rpfiefer, United Sovereign Americans.
3. Jim Niederrecker, United Sovereign Americans.

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 Ashlee DePhillippo 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

Councilmember Morabito requested to pull item 1.6 for discussion. Councilmember Marquez requested to pull item's 1.5 and 1.13 for discussion.

Moved by Joseph Morabito; seconded by Carlos Marquez to approve the Consent Calendar.

Motion Approved: 4 - 0

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

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

Approved the minutes as presented.

1.2) October 2024 City Warrant Register

Approved 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

Approved the Treasurer's Report for September 2024.

1.4) Wildomar Crossroads Rough Grading Agreement and BMP Agreements

Authorized 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

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

3. Approved 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

1. Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 65
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

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

2. Waived 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)

1. Adopted a Resolution entitled:

RESOLUTION 2024 - 66
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.

Adopted a Resolution entitled:

RESOLUTION NO. 2024 - 67
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

Authorized 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

Authorized 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.

Authorized 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

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

2. Waived 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

Public Hearing was continued from November 13, 2024.

Public Works Director Farag presented the staff report.

There being no public testimony, Mayor Moore closed the Public Hearing.

Moved by Joseph Morabito; seconded by Carlos Marquez to Adopt Resolution entitled:

RESOLUTION NO. 2024 - 62
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)

Motion Approved: 4 - 0

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

Moved by Carlos Marquez; seconded by Joseph Morabito to Adopt a Resolution entitled:

RESOLUTION NO. 2024 - 63
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)

Motion Approved: 4 - 0

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

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

Mayor Moore opened the Public Hearing.

Public Works Director Farag presented the staff report.

There being no public testimony, Mayor Moore closed the Public Hearing.

Moved by Carlos Marquez; seconded by Joseph Morabito to Adopt Resolution entitled:

RESOLUTION NO. 2024 - 68
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)

Motion Approved: 4 - 0

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

Moved by Carlos Marquez; seconded by Joseph Morabito to Adopt a Resolution entitled:

RESOLUTION NO. 2024 - 69
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)

Motion Approved: 4 - 0

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

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

Mayor Moore opened the Public Hearing.

Public Works Director Farag presented the staff report.

There being no public testimony, Mayor Moore closed the Public Hearing.

Moved by Dustin Nigg; seconded by Carlos Marquez to Adopt Resolution entitled:

RESOLUTION NO. 2024 - 70
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)

Motion Approved: 5 - 0

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

Moved by Dustin Nigg; seconded by Ashlee DePhillippo to Adopt a Resolution entitled:

RESOLUTION NO. 2024 - 71
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)

Motion Approved: 5 - 0

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

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.

Mayor Moore opened the Public Hearing.

The following provided public comment:
1. Eric Cushman, Affirmed Housing.
2. Veronica Langworthy, resident.

Moved by Joseph Morabito; seconded by Dustin Nigg to Adopt a Resolution entitled:

RESOLUTION NO. 2024 - 72
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

Motion Approved: 4 - 1

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

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).

Senior Planner Lachgar and Cake House Applicant provided the staff report.

The following provided public comment:
1. Veronica Langworthy, resident.
2. Greg Langworthy, resident.

Moved by Dustin Nigg; seconded by Joseph Morabito to 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 - 73
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)

Motion Approved: 3 - 2

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

Moved by Dustin Nigg; seconded by Joseph Morabito to Introduce and Approve for First Reading an Ordinance entitled:

ORDINANCE NO. 243
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)

Motion Approved: 3 - 2

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

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

Administrative Services Director Schrader presented the staff report.

Moved by Dustin Nigg; seconded by Carlos Marquez to Introduce and approve the first reading of an ordinance entitled:

ORDINANCE NO. 244
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

Motion Approved: 5 - 0

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

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

Administrative Services Director Schrader presented the staff report.

Moved by Dustin Nigg; seconded by Joseph Morabito to Adopt a resolution entitled:

RESOLUTION NO. 2024 - 74
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, IN THE MATTER OF UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

Motion Approved: 5 - 0

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

Moved by Dustin Nigg; seconded by Carlos Marquez to Introduce and approve the first reading of an Ordinance entitled:

ORDINANCE NO. 245
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)

Motion Approved: 5 - 0

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

Absent: None

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

City Clerk Morales presented the staff report.

Moved by Bridgette Moore to Introduce and approve the first reading of an Ordinance entitled:

ORDINANCE NO. 246
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 5.04 (BINGO) OF THE WILDOMAR MUNICIPAL CODE

Motion Approved: 5 - 0

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

CITY MANAGER REPORT

City Manager York presented the update.

FUTURE AGENDA ITEMS

Added:

Review Cannabis Ordinances- DePhillippo
Park Naming Policy - Marquez

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Moore adjourned the City Council Meeting at 8:45 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 8:45 p.m.

ROLL CALL

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

Members absent: None.

PUBLIC COMMENTS

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

BOARD COMMUNICATIONS

There were no board communications.

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Dustin Nigg; seconded by Joseph Morabito 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 - October 9, 2024.

Approved the minutes as presented.

4.2) October 2024 Cemetery Warrant Register

Approved 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

Approve the Treasurer's Report for September 2024.

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

Motion Failed: 0 - 0

Voting For: None
Voting Against: None
Abstain: None
Absent: None

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 8:47 p.m.

Submitted by:



_____

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
MEETING (CCR)
CONSENT CALENDAR
Agenda Staff Report # 4.2
Meeting Date: December 11, 2024

SUBJECT: November 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 11-07-2024 in the amount of $249.54.
2. Warrant Register dated 11-14-2024 in the amount of $1,529.99.
3. Warrant Register dated 11-21-2024 in the amount of $3,593.06.
4. Warrant Register dated 11-27-2024 in the amount of $573.64.

SUMMARY:
November 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 11.30.24.pdf

nsaction Na	Bill Date	Payment Date	Fund Line	Account Line	Amount (Debit	mount (Cred	Vendor	Memo
Bill #65832	10/24/2024	11/7/2024	300 - Cemetery	52115 52115 - Professional and Contractual Services	182.50	0.00	DEANZA TERMITE & PE	Pest Control Cemetery 10/24/24
Bill #99769	10/22/2024	11/7/2024	300 - Cemetery	53028 53028 - Communications	14.97	0.00	VERIZON WIRELESS	10/23/24-11/22/24 Data Int 0707
Bill #99769	10/22/2024	11/7/2024	300 - Cemetery	53028 53028 - Communications	52.07	0.00	VERIZON WIRELESS	10/23/24-11/22/24 Data Inter. Charg 0986
Bill #38183	10/30/2024	11/14/2024	300 - Cemetery	52012 52012 - Supplies	90.23	0.00	STAUFFERS LAWN EQU	Departmental Supplies
Bill #92945	10/31/2024	11/14/2024	300 - Cemetery	52012 52012 - Supplies	141.38	0.00	CINTAS CORPORATION	SD Eyewash Service Agreement
Bill #42101	10/31/2024	11/14/2024	300 - Cemetery	54010 54010 - Uniforms	151.99	0.00	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #11022	11/2/2024	11/14/2024	300 - Cemetery	52012 52012 - Supplies	60.94	0.00	SPARKLETTS	Cemetery Drinking Water Through 11/02/24
Bill #53045	10/18/2024	11/14/2024	302 - Cemetery C	2010 2010 - Vouchers Payable	1,085.45	0.00	MARK THOMAS & COMF	Design for CIP067-1
Bill #63166	8/31/2024	11/21/2024	302 - Cemetery C	2010 2010 - Vouchers Payable	975.49	0.00	INTERWEST CONSULTI	CIP 028-2 Palomar Widening Phase 2 - August 2024 (9%)
Bill #42108	11/7/2024	11/21/2024	300 - Cemetery	54010 54010 - Uniforms	151.94	0.00	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #40202	10/23/2024	11/21/2024	300 - Cemetery	53024 53024 - Solid Waste	452.18	0.00	RIGHTWAY	(2) Cemetery Restroom Maintenance/Service 10/21/24-11/17/24
Bill #10002	11/7/2024	11/27/2024	300 - Cemetery	53024 53024 - Solid Waste	310.00	0.00	RIGHTWAY	(1) Septic Pump 21400 Palomar Street
Bill #13468	11/1/2024	11/21/2024	300 - Cemetery	52100 52100 - Memberships/Dues	67.00	0.00	CALIFORNIA ASSOC. OI	Corporate Membership Dues Calendar Year 2025
Bill #13256	10/29/2024	11/21/2024	300 - Cemetery	53026 53026 - Water	1,946.45	0.00	ELSINORE VALLEY MUI	09/16/24-10/17/24 Cemetery Water Services
Bill #16177	11/6/2024	11/27/2024	300 - Cemetery	56015 56015 - Prop/Equip Rental	263.64	0.00	SUNBELT RENTALS, IN	Cemetery Equipment Rental
				Total:	**5,946.23**			

CITY OF WILDOMAR
MEETING (CCR)
CONSENT CALENDAR
Agenda Staff Report # 4.3
Meeting Date: December 11, 2024

SUBJECT: October 2024 Cemetery Treasurers Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

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

SUMMARY:
October 2024 Cemetery Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of October 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:
October 2024 Cemetery Treasurer's Report.pdf

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
October 2024

DISTRICT INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
301	CAMP POOL	$ 433,426.89	$ 433,426.89	$ 433,426.89	28.83%	N/A	5.030%
300	CAMP MANAGED ACCOUNT	$ 1,102,644.27	$ 1,102,644.27	$ 1,070,116.14	71.17%	858	4.490%
	TOTAL	$ 1,536,071.16	$ 1,536,071.16	$ 1,503,543.03	100.00%		

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	+ INTEREST DEPOSITED	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
301	CAMP POOL	$ 431,587.29	$ -	$ 1,839.60	$ -	$ 433,426.89	5.030%
300	CAMP MANAGED ACCOUNT	$ 1,098,061.27	$ -	$ 4,583.00	$ -	$ 1,102,644.27	4.490%
	TOTAL	$ 1,529,648.56	$ -	$ 6,422.60	$ -	$ 1,536,071.16	

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

11/18/2024
Date

CITY OF WILDOMAR
MEETING (CCR)
CONSENT CALENDAR
Agenda Staff Report # 4.4
Meeting Date: December 11, 2024

SUBJECT: Resolution opting in to CUPCCAA for the Cemetery District 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:
Adopt a resolution entitled:

RESOLUTION NO. WCD2024 - ____
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT IN THE MATTER OF UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

SUMMARY:
Adopting the resolution allows the Cemetery District to opt in to the Uniform Public Construction Cost Accounting Act (Act).

BACKGROUND:
On November 13, 2024, the City of Wildomar opted in to the Uniform Public Construction Cost Accounting Act (Act). Adopting the resolution allows the Cemetery District to opt in to the Act. Per Chapter 1, section 1.01 3) of the cost Accounting Policies and Procedures Manual, Special Districts which are governed by a board of supervisors or city council are subject only if a separate election is made. As the Cemetery District fits that description, it is necessary for the Cemetery District to make a separate election, per the attached resolution.

The 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 B 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

pursuant to PCC Section 22032(c). The definition of a public project under the Act 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 an inch, and routine recurring and usual work do not apply and would instead be subject to Chapter 3.28 of the City of Wildomar's Purchasing Municipal Code.

Subject to AB 2192, the Act's 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. Ordinance 244, which is on the agenda for City Council on December 11, 2024, if adopted, will be effective in January and has been updated to comply with these new limits.

DISCUSSION:
Staff recommends the Board of Trustees adopt the attached resolution in order to opt in to the Act. Opting in to the Act has a number of benefits for the District. It allow the District 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_ResolutionCemetery.docx
Attach B. participating_agencies_-_general.pdf

RESOLUTION NO. WCD2024 - _____
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT 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 BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT, HAVING CONSIDERED AND BEEN FULLY ADVISED IN THE MATTER AND GOOD CAUSE APPEARING THEREFORE, DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES. Upon adoption of this Resolution, the Board of Trustees 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 11th day of December 2024.

_____
Bridgette Moore
Chair

APPROVED AS TO FORM:

_____
Thomas D. Jex
District Counsel

ATTEST:

_____
Janet Morales
Board Secretary

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**	

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FIRST AMENDMENT TO AGREEMENT FOR SERVICES

by and between

the

CITY OF WILDOMAR

and

HdL Software LLC

Dated December 11, 2024

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FIRST AMENDMENT TO AGREEMENT FOR SERVICES

This First Amendment to Agreement for 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 HdL Software LLC, a California Limited Liability Company ("Service Provider"), as follows:

RECITALS

A. City and Service Provider entered into an agreement for services on **December 11, 2019** ("Agreement").

B. This First Amendment amends Section 1 of the Agreement related to Term of Agreement.

C. This First Amendment amends Exhibit A of the Agreement related to Scope of Services.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this First Amendment which modifies and amends the Agreement as follows:

1. **AMENDMENT.** The Agreement is hereby modified and amended as follows:

1.1 **TERM OF AGREEMENT.** Section 1 of the Agreement is hereby amended as follows: Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for six (6) years commencing on the date first ascribed above.

1.2 **EXHIBIT A SCOPE OF SERVICES.** Exhibit A Scope of Services of the Agreement is hereby amended and replaced with Exhibit A attached to this First Amendment.

2. GENERAL PROVISIONS.

2.1 **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.

2.2 **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.

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2.3 **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.

2.4 **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

2.5 **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 executed this First Amendment to the Agreement on the date and year first written above.

CITY

CITY OF WILDOMAR

By:_____
Dan York, City Manager

ATTEST:

_____
Janet Morales, City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex, City Attorney

SERVICE PROVIDER

HdL Software LLC

_____

By: Signed by: Joshua Davis
65A507F31EBF4E7...

Name: Joshua Davis

Title: VP, Tax & Fee Administration

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By:_____

Name:_____

Title: _____

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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.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)

COUNTY OF)

On _____, 200___, before me, _____, Notary Public, personally appeared _____ _____, who 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 OF NOTARY)

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

☐ 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

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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.

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(SIGNATURE OF NOTARY)

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

☐ 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

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EXHIBIT "A"
SCOPE OF SERVICES

1. Business License Operations Management

1.1. **Tax Registration Database Management** – Service Provider will transfer the City's existing databases as they relate to business license into Service Provider's internal administration tools. Service Provider will maintain the data and provide copies of data or reports at the City's request. City will not be required to use or maintain any software in house for managing the business license registry.

1.2. **Renewal Processing** – Send active business license accounts a renewal notice within 30 days of the renewal period end date. Accounts will receive all applicable forms necessary to complete the renewal process.

1.3. **New Account Processing** – City will process all new business license applications, with the exception of new applications for state verified out-of-City contractors, which will be processed by HdL staff in a timely fashion.

1.3.1. Any new applications received by HdL will be routed to a designated City Staff person for handling. All questions related to new accounts will be directed to the City. The City will be fully responsible for obtaining and verifying all documentation and information, as well as approving or denying applications.

1.3.2. All communications and follow-up related to new account processing and approvals will be handled directly by the City.

1.3.3. Upon City approval the City will route the account to HdL for invoicing, payment processing, and issuance of the license. HdL will issue certificates to new accounts within 3 business days after confirmed payment.

1.4. **Account Changes** - The process for Address Changes and Change of Use will be the same as New Account Processing. HdL will only process general account updates that do not impact the approval of the business license.

1.5. **Payment Posting/Processing** – Service Provider will process all payments for new and renewal accounts. License accounts will be updated with payment information and revenues will be remitted to the City net banking and related processing fees on no less than a monthly basis.

1.6. **Business Support Center** – Service Provider will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. Businesses will have access to our license specialists Monday through Friday, 8:00am to 5:00pm Pacific, via phone, mail, e-mail, and the Business Support Center On-Line. Additionally, City contact information will be provided for the new application and specified account changes process.

1.7. **On-Line Filing & Payment Processing** – Service Provider will make available options for businesses to visit a website, linked to the City's website, to submit online transactions.

2. Local Tax Compliance Services

– Service Provider will ensure a level playing field for the business community and maximize revenues to the City. Discovery services will be conducted to identify and register businesses which are subject to licensure or taxation. Audit services will identify under reported tax liability for business and lodging providers. Collections Services will collect known debt from businesses that did not pay in full during the registration or renewal process. The scope of work to be performed will be mutually agreed upon by Service Provider and City prior to implementation.

2.1. **Discovery** – Discovery services are designed to identify entities subject to licensure/taxation that are not currently registered or otherwise non-compliant.

2.1.1. **Lead Identification** – Develop a list of entities subject to licensure/taxation within the City.

2.1.2. **Exception Resolution** – Compare the list to City registration databases to remove properly registered businesses and identify and remove other potential exceptions.

2.1.3. **Compliance Communication Process** – Initiate contact with confirmed entities through a series of City approved communication methods. Service Provider will make every effort to simplify the process for taxpayers, utilizing a variety of mediums for communication including mail, telephone, email, and web-site access. Potential non-compliant entities are notified of their options to comply

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or dispute their non-compliant status. Service Provider offers extended office hours for support via our Business Support Center available to taxpayers 8:00am – 5:00pm Monday - Friday.

2.1.4. **Document Submission / Processing** – Review Taxpayer submissions such as applications for completion and accuracy prior to processing. Collect additional documentation such as a home occupation permit and forward to other City departments either as a pre-requisite or as a courtesy for the taxpayer and other departments. All submissions are filed and stored electronically and made available to the City upon request.

2.1.5. **Invoicing** – Once application has been approved, invoice entity indicating detailed tax calculations and balances owed. Taxpayers are given the opportunity to pay their balances via mail, online, and other methods. Service Provider will provide Taxpayers continued access to the Business Support Center for any questions or disputes arising from the invoice process.

2.1.6. **Remittance** – Upon collection of all requirements including payment, application and other prerequisites, Service Provider will prepare a remittance package including payment documentation as well as copies of all taxpayer correspondence and relevant information. Remittances are done on no less than a monthly basis. Remittances packages done electronically via the Service Provider electronic remittance process will include Applications and other relevant information an electronic format. Revenues received are deposited into a Service Provider trust account and funds are distributed to the City in one payment net Service Provider's fees.

2.2. **Audit –** Audit services are designed to identify businesses that are registered but not properly reporting or paying the correct amounts. Services to be performed may include:

2.2.1. Identify potential underreporting and/or misclassified businesses by comparing City records with Service Provider business inventories.

2.2.2. Review/audit entities mutually agreed to by City and Service Provider that are identified as potential underreporting businesses or other entities requiring review.

2.2.3. Submit audit summaries to City staff and meet with staff to review and discuss further actions.

2.2.4. Educate businesses on proper reporting practices.

2.2.5. Invoice and collect identified deficiencies.

2.3. **City's responsibilities**

2.3.1. Data – City will provide its relevant business databases, such as the business license registry (registrations and payments), and any other information necessary for the compliance process or to facilitate Service Provider's invoicing of services, to Service Provider according to a schedule acceptable to both Service Provider and the City. City agrees to provide the data as long as this Agreement is active, and thereafter for so long as Service Provider's right to invoice for services rendered continues.

2.3.2. City agrees to use reasonable and diligent efforts to collect, or to assist Service Provider in the collection of, deficiencies identified by Service Provider pursuant to this Agreement.