

CITY OF WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT AGENDA

JANUARY 13, 2021

5:00 P.M. – REGULAR MEETING

Pursuant to Governor Newsom's Executive Orders N-25-20 and N-29-20, the City Council/ Cemetery District Meeting will be conducted electronically via video and teleconferencing.

Join Zoom Meeting:

<https://us02web.zoom.us/j/84801699357>

OR

Dial in: 1 (669) 900 6833 | Webinar ID: 848 0169 9357



Dustin Nigg, Mayor/Chair, District 2
Ben J. Benoit, Mayor Pro Tem/Vice Chair, District 1
Bridgette Moore, Council Member/Trustee, District 4
Joseph Morabito, Council Member/Trustee, District 3
Marsha Swanson, Council Member/Trustee, District 5

Gary Nordquist
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

The City Council/ Cemetery District Meeting will be conducted electronically via video and teleconferencing pursuant to the provisions of the Governor's Executive Order N-29-20

The City of Wildomar encourages your participation in the meeting; however, in order to minimize the spread of the COVID-19 virus, this meeting is being conducted utilizing video and teleconferencing. The City Council Chambers will not be open to the public. The public may view the meeting on television and/or online and may participate via ZOOM Webinar Videoconferencing.

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

Instructions for Electronic Participation

If you would like to make a public comment and/or a comment on a specific agenda item, please follow the following instructions:

1. Before joining the call, please silence your other communication devices such as your cell or desk phone. This will prevent any feedback or interruptions during the meeting.
2. Log in or call into ZOOM via desktop/laptop, smartphone or telephone. You must download the ZOOM app to access the link from an Apple smartphone or IPAD.

Please Note: During the meeting all participants video will be turned off during the entire meeting and you will be placed on Mute by the host. You will not be able to mute or unmute your lines manually. The host will unmute your line when you are called to speak.

3. During Public Comment not on the Agenda and after each Agenda Item, the Mayor will announce Public Comment. If you would like to speak, please raise your hand virtually to be placed in the queue.

When your name or the last 3 digits of your phone number are called, the host will unmute you. Public Comments will be limited to 3 minutes or such other time as the Council may provide.

Directions to virtually raise hand on a DESKTOP/LAPTOP:

- At the bottom of the list, please click on the grey "Raise Hand" button.

Directions to virtually raise hand on a SMARTPHONE:

- Look for the “**Raise Hand**” button on the screen and click the button.

Directions to virtually raise hand on a TELEPHONE line only:

- **Dial *9** on your keypad to signal that you would like to comment. When the Host unmutes you, **Dial *6** to unmute.

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

The City of Wildomar thanks you in advance for taking all precautions to prevent spreading the COVID 19 virus.

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 – REGULAR SESSION - 5:00 P.M.

ROLL CALL

FLAG SALUTE

PRESENTATIONS

1. Acknowledgement to Bridgette Moore, Mayor Pro Tem for 2020
2. Acknowledgement to James (Tony) Fennell, President, C4 Planning Solutions, LLC
3. Acknowledgement to Kristina McCary, President, F2 Systems, LLC
4. Employee 10 Year Service Acknowledgement - Janet Morales

DEPARTMENT REPORTS

1. Police Department Report Update

PUBLIC COMMENTS

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

COUNCIL COMMUNICATIONS

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

APPROVAL OF THE AGENDA AS PRESENTED

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

1.0 CONSENT CALENDAR

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

1.1 Reading of Ordinances

RECOMMENDATION: Staff recommends that the City Council approve the reading by title only of all ordinances on this agenda.

1.2 Minutes- December 09, 2020 Regular Meeting

RECOMMENDATION: Staff recommends that the City Council approve the minutes as presented.

1.3 Warrant and Payroll Registers

RECOMMENDATION: Staff recommends that the City Council approve the following:

1. Warrant Register dated 12-03-2020 in the amount of \$178,193.24;
2. Warrant Register dated 12-17-2020 in the amount of \$254,159.30;
3. Warrant Register dated 12-23-2020 in the amount of \$76,857.12;
4. Warrant Register dated 12-30-2020 in the amount of \$461,728.90;
5. Payroll Register dated 01-01-2021 in the amount of \$129,167.33.

1.4 Treasurer's Report

RECOMMENDATION: Staff recommends that the City Council approve the Treasurer's Report for November 2020.

1.5 2nd Reading of Ordinance No. 193 – Culture Cannabis Club Development Agreement

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

1. Adopt an Ordinance entitled:

ORDINANCE NO. 193

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. 20-0078 TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN EXISTING 1,440 SQUARE-FOOT RETAIL LEASE SPACE WITHIN THE C-1/C-P ZONE LOCATED AT 33980 MISSION TRAIL, SUITE #A (APN: 366-160-070)

1.6 2nd Reading of Ordinance No. 194 – Authentic Wildomar Cannabis Development Agreement

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

1. Adopt an Ordinance entitled:

ORDINANCE NO. 194

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 APPROVAL OF DEVELOPMENT AGREEMENT NO. 20-0081 TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN EXISTING 2,500 SQUARE-FOOT RETAIL LEASE SPACE (WILDOMAR SQUARE) WITHIN THE C-P-S ZONE LOCATED AT 36330 HIDDEN SPRINGS ROAD, SUITE #B & C (APN: 380-110-056)

1.7 Planning Commissioner Appointments (Nigg & Moore)

RECOMMENDATION: Staff recommends that the City Council ratify Mayor Nigg and Council Member Moore's nominations to reappointment their current Commissioners (Banks and Lloyd) to serve on the Planning Commission for another term.

1.8 Cooperative Funding Agreement with the Elsinore Valley Municipal Water District (EVMWD) for the Bundy Canyon Road Improvement Project - Segment 1 (CIP 026-1)

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to execute a cooperative funding agreement with the Elsinore Valley Municipal Water District (EVMWD) for a contribution not to exceed the amount of \$59,226.00 for the improvement of water service facilities to be performed during the construction phase of the Bundy

Canyon Road Improvement Project - Segment 1 (CIP 026-1).

2.0 PUBLIC HEARINGS

2.1 Currnt Veterans Wildomar South, Inc. Cannabis Proposal (PA 20-0084): A proposal to establish a retail cannabis business in the located at 32475 Clinton Keith Road, Suite #104-A & B (Bear Creek Plaza)

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

1. Adopt a Resolution entitled:

RESOLUTION NO. 2021 - ____

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. 20-0084, SUBJECT TO CONDITIONS, TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN EXISTING 3,161 SQUARE-FOOT RETAIL LEASE SPACE LOCATED IN THE BEAR CREEK PLAZA AT 32475 CLINTON KEITH ROAD, SUITE #104-A & B (APN: 366-140-007)

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

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15301 (CLASS 1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVING DEVELOPMENT AGREEMENT NO. 20-0084, SUBJECT TO CONDITIONS, TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN EXISTING 3,161 SQUARE-FOOT RETAIL LEASE SPACE IN THE BEAR CREEK PLAZA LOCATED AT 32475 CLINTON KEITH ROAD, SUITE #104-A & B (APN: 366-140-007)

3.0 GENERAL BUSINESS

3.1 COVID-19 Update

RECOMMENDATION: Staff recommends that the City Council receive and file the COVID-19 Update and provide direction as desired.

3.2 FY 2020-21 Mid- Year Budget Report

RECOMMENDATION: Staff recommends that the City Council review and consider approval of the Fiscal Year 2020-21 Mid-Year Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2021 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2020-21
BUDGETED REVENUES AND EXPENSES

3.3 Minimum Hourly Wage Updates to the Position Classification, General Salary Schedules, and Associate Engineer Classification Description

RECOMMENDATION: Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2021 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, UPDATING THE POSITION CLASSIFICATION
SCHEDULE, THE GENERAL SALARY SCHEDULE RESULTING FROM
THE INCREASE TO MINIMUM HOURLY WAGE RATE, AND
APPROVING THE ASSOCIATE ENGINEER POSITION
CLASSIFICATION DESCRIPTION

3.4 Allocation of Non-Profit Replacement Funding for Fiscal Year 2020/2021

RECOMMENDATION: Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2021 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING THE BUDGETED ALLOCATION OF
\$17,500 FOR NON-PROFIT/CDBG REPLACEMENT FUNDING FOR
FISCAL YEAR 2020/2021

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

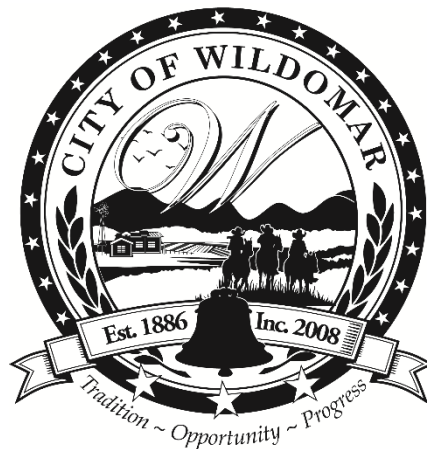
Title- Councilmember-Anticipated Date

1. Fireworks Ordinance - Morabito – February 2021
2. Juneteenth and other recognized Holidays – February 2021

2. Multi-Family Parking - Moore – April 2021
3. Graffiti Abatement – Morabito – May 2021
4. False Fire Alarm regulations- Morabito – April 2021
5. Wildomar Beautification Committee – Moore – April 2021
6. Beautification on ramp/off ramp- Nigg – TBD
7. Memorial Benches at the Parks – Moore - 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.



Dustin Nigg, Chair
Ben J. Benoit, Vice Chair
Bridgette Moore, Trustee
Joseph Morabito, Trustee
Marsha Swanson, Trustee

Gary Nordquist
General Manager

Thomas D. Jex
District Counsel

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

PUBLIC COMMENTS

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

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

4.0 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 that specific items are removed from the Consent Calendar for separate discussion and/or action.

4.1 Minutes – December 09, 2020 Regular Meeting

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Minutes as presented.

4.2 Warrant Register

RECOMMENDATION: Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 12-17-2020 in the amount of \$16,689.38;
2. Warrant Register dated 12-23-2020 in the amount of \$70.00;
3. Warrant Register dated 12-30-2020 in the amount of \$714.50.

4.3 Treasurer's Report

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Treasurer's Report for November 2020.

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There are no items scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE WILDOMAR CEMETERY DISTRICT

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

If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by phone at 951-677-7751.

I, Janet Morales, Wildomar City Clerk, do certify that within 72 hours of the meeting, a true and correct copy of this agenda was posted at Wildomar City Hall, 23873 Clinton Keith Road and on the City's website at www.cityofwildomar.org.



Janet Morales
City Clerk

Dated: January 8, 2021

**CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
DECEMBER 9, 2020**

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

The Regular meeting of December 9, 2020 of the Wildomar City Council was conducted electronically pursuant to the provisions of Governor's Executive Orders N-25-20 and N-29-20 and was called to order by Mayor Nigg at 5:00 p.m.

City Council Roll Call showed the following:

Members in attendance: Council Member Benoit, Morabito, Swanson, Mayor Pro Tem Moore, Mayor Nigg

Members absent: None.

Staff in attendance: City Manager Nordquist, Assistant City Manager York, City Attorney Jex, Acting City Clerk Morales, Planning Director Bassi, Administrative Services Director Riley, Finance Manager Howell, Economic Development Director Davidson, Intern II/Associate Engineer Luna and Parks, Community Services and Cemetery District Manager Torres.

The flag salute was led by Mayor Nigg.

A. SPECIAL ORDER OF BUSINESS

A.1 Declaring the Results of the November 3, 2020 General Municipal Election

Mayor Nigg read the title.

Acting City Clerk Morales presented the staff report.

A MOTION was made by Councilmember Benoit seconded by Councilmember Swanson to adopt a Resolution entitled:

RESOLUTION NO. 2020 - 73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL
ELECTION HELD ON NOVEMBER 3, 2020 DECLARING THE RESULT
AND SUCH OTHER MATTERS AS PROVIDED BY LAW

MOTION carried 5-0, by the following vote:

YEA: Benoit, Morabito, Swanson, Mayor Pro Tem Moore, Mayor Nigg
NAY: None
ABSTAIN: None
ABSENT: None

SPECIAL PRESENTATIONS

1. Acting City Clerk Morales Swore in Council Members-Elect Bridgette Moore and Dustin Nigg.

PRESENTATIONS

1. Assistant Superintendent Meyer presented the Lake Elsinore Unified School District Update

DEPARTMENT REPORTS

1. Economic Development Director Davidson presented the Economic Development Update.
2. Associate Engineer Luna presented the Public Works Department Update.

PUBLIC COMMENTS

The following individuals provided public comments on items not on the Agenda: Albia Miller.

COUNCIL COMMUNICATIONS

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

1. Community events
2. Regional events
3. Chamber of Commerce
4. Riverside Conservation Authority (RCA)
5. Riverside Transit Agency (RTA)
6. Riverside County Transportation Commission (RCTC)
7. League of California Cities
8. Southern California Association of Governments (SCAG)
9. Riverside County Habitat Conservation Agency (RCHCA)

10. Western Riverside Council of Governments (WRCOG)
11. South Coast Air Quality Management District (SCAQMD)
12. Ad Hoc & Subcommittees

APPROVAL OF THE AGENDA AS PRESENTED

There were no changes to the Agenda.

1.0 CONSENT CALENDAR

A MOTION was made by Councilmember Benoit seconded by Mayor Pro Tem Moore to approve the Consent Calendar.

MOTION carried 5-0, by the following vote:

YEA: Benoit, Morabito, Swanson, Mayor Pro Tem Moore, Mayor Nigg
NAY: None
ABSTAIN: None
ABSENT: None

1.1 Reading of Ordinances

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

1.2 Minutes- November 11, 2020 Regular Meeting

Approved the minutes as presented.

1.3 Warrant and Payroll Registers

Approved the following:

1. Warrant Register dated 11-05-2020 in the amount of \$167,467.71;
2. Warrant Register dated 11-12-2020 in the amount of \$107,896.61;
3. Warrant Register dated 11-19-2020 in the amount of \$1,524,803.07;
4. Warrant Register dates 11-26-2020 in the amount of \$326,590.22;
5. Payroll Register dated 12-01-2020 in the amount of \$129,167.33.

1.4 Treasurer's Report

Approved the Treasurer's Report for October 2020.

1.5 Cooperative Agreement with Riverside County Flood Control District Wildomar Master Drainage Plan, Line C, Stage 3 Monte Vista Drive at Bundy Canyon Drive

Authorized the City Manager to execute the Cooperative Agreement

(Agreement) with the Riverside County Flood Control and Water Conservation District (District) for the construction of Line C, Stage 3.

1.6 Revised Resolution No. 2020-66 for County of Riverside's Urban County Program for Federal Fiscal Years 2021, 2022, and 2023

Adopted an amended Resolution No. 2020-66 entitled:

RESOLUTION NO. 2020-66
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING PARTICIPATION IN THE COUNTY OF
RIVERSIDE'S URBAN COUNTY PROGRAM FOR FEDERAL FISCAL
YEARS 2021, 2022, AND 2023

2.0 PUBLIC HEARINGS

2.1 Consideration of Territory to be Annexed to Community Facilities District No. 2013-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2013-1 (Services), Annexation No. 20

Mayor Nigg read the title and opened the Public Hearing.

Assistant City Manager York presented the staff report.

John Rogers and Albia Miller provided public comment.

There being no further testimony, Mayor Nigg closed the Public Hearing.

A MOTION was made by Mayor Pro Tem Moore seconded by Councilmember Morabito to adopt a Resolution entitled:

RESOLUTION NO. 2020 - 74
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. 2013-1 (SERVICES) (ANNEXATION NO. 20)

MOTION carried 5-0, by the following vote:

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

NAY: None
ABSTAIN: None
ABSENT: None

The City Council held the Election.

Acting City Clerk Morales canvassed the Election.

A MOTION was made by Mayor Pro Tem Moore seconded by Councilmember Swanson to adopt a Resolution entitled:

RESOLUTION NO. 2020 - 75
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY
FACILITIES DISTRICT NO. 2013-1 (SERVICES) (ANNEXATION NO. 20)

MOTION carried 5-0, by the following vote:

YEA: Benoit, Morabito, Swanson, Mayor Pro Tem Moore, Mayor Nigg
NAY: None
ABSTAIN: None
ABSENT: None

2.2 Adopt a Resolution authorizing the abatement of all weeds declared as a public nuisance

Mayor Nigg read the title and opened the Public Hearing.

Assistant City Manager York presented the staff report.

There being further testimony, Mayor Nigg closed the Public Hearing.

A MOTION was made by Councilmember Morabito seconded by Councilmember Benoit to adopt a Resolution entitled:

RESOLUTION NO. 2020 - 76
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR
AUTHORIZING THE ABATEMENT OF WEEDS AND/OR CAUSING THE
REMOVAL OF RUBBISH, REFUSE OR DIRT DECLARED TO BE A
PUBLIC NUISANCE, TO KEEP AN ACCOUNT OF THE COSTS OF
ABATING SUCH NUISANCE, AND TO FILE SUCH ACCOUNT IN A
REPORT AND ASSESSMENT LIST WITH THE CITY COUNCIL

MOTION carried 5-0, by the following vote:

YEA: Benoit, Morabito, Swanson, Mayor Pro Tem Moore, Mayor Nigg
NAY: None
ABSTAIN: None
ABSENT: None

3.0 GENERAL BUSINESS

3.1 COVID-19 Update

Mayor Nigg read the title.

City Manager Nordquist presented the staff report.

City Council received and filed the report and directed staff to move the fencing back at Marna O'Brien Park to allow for recreational family play and recommended that staff work remotely for the remainder of the calendar year.

3.2 Adopt Public Right of Way Enhancement Program

Mayor Nigg read the title.

Assistance City Manager York presented the staff report.

Monty Goddard, resident, provided public comment.

A MOTION was made by Councilmember Benoit seconded by Mayor Pro Tem Moore to adopt the Public Right of Way Enhancement Program; and, Authorize the City Engineer to collect a \$2,500 deposit with the CFD Annexation Application.

MOTION carried 5-0, by the following vote:

YEA: Benoit, Morabito, Swanson, Mayor Pro Tem Moore, Mayor Nigg
NAY: None
ABSTAIN: None
ABSENT: None

3.3 Truck Route Designations on Residential Streets (Moore)

Mayor Nigg read the title.

Assistance City Manager York presented the staff report.

The City Council discussed and directed staff to bring the item back as a budget decision item.

3.4 Streetlight Acquisitions and Retrofits - Update and Recommended Next Steps

Mayor Nigg read the title.

Assistance City Manager York presented the staff report.

A MOTION was made by Councilmember Benoit seconded by Councilmember Morabito to:

1. Authorize staff to complete the acquisition of additional streetlights from Southern California Edison, under the previously approved loan; and
2. Authorize the City Manager to execute the "Southern California Edison Company Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement" with Southern California Edison (SCE); and
3. Direct staff to add to the next 5-Year CIP Update the retrofit of traffic signal safety lighting and the Clinton Keith Rd. bridge lights.

MOTION carried 5-0, by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

3.5 Holiday Lights Home Decorating Contest 2020

Mayor Nigg read the title.

Community Services and Cemetery District Manager Torres presented the staff report.

The City Council appointed Mayor Nigg and Councilmember Morabito to

judge the contest.

3.6 2021 Parks and Community Services Special Event Dates

Mayor Nigg read the title.

Community Services and Cemetery District Manager Torres presented the staff report.

A MOTION was made by Mayor Pro Tem Moore seconded by Councilmember Benoit to take the following actions:

1. Approve the Parks and Community Services special events calendar through 2021;
2. Approve the Sponsor of the Year for 2020 to have all benefits of the Sponsorship Participation Program at events for the 2021 special event calendar that were not facilitated during 2020.

MOTION carried 5-0, by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

3.7 Appointment of Mayor and Mayor Pro Tem for 2021

Mayor Nigg read the title.

Acting City Clerk Morales presented the staff report.

A MOTION was made by Mayor Pro Tem Moore to nominate Dustin Nigg as Mayor for 2021.

MOTION carried 5-0, by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

A MOTION was made by Mayor Nigg to nominate Ben J. Benoit as Mayor

Pro Tem for 2021.

MOTION carried 5-0, by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

3.8 Committees, Commissions, and Boards Appointment for 2021

Mayor Nigg read the title.

Acting City Clerk Morales presented the staff report.

A MOTION was made by Councilmember Benoit, seconded by Councilmember Swanson to make the following changes to the list of committees, commissions, and boards:

RCA: Added: Ben J. Benoit as Delegate, Moved Joseph Morabito to Alternate, Removed Dustin Nigg.

SCFA (Animal Shelter): Added: Joseph Morabito as Delegate, Added Dustin Nigg as Alternate, Removed Bridgette Moore as Delegate and Marsha Swanson as Alternate.

EVMWD: Added: Joseph Morabito, Removed: Ben J. Benoit.

MOTION carried 5-0, by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

CITY MANAGER REPORT

City Manager Nordquist presented the report.

FUTURE AGENDA ITEMS

Added: Beautification of on/off ramps - Nigg

**ADJOURN THE CITY COUNCIL MEETING TO AN ADJOURNED
REGULAR MEETING ON WEDNESDAY DECEMBER 16, 2020**

There being no further business, Mayor Nigg declared the meeting adjourned at 7:21 p.m. and adjourned to an adjourned regular meeting on Wednesday December 16, 2020 at 5:00 p.m.

Submitted by:

Approved by:

Janet Morales
City Clerk

Dustin Nigg
Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item #1.3
CONSENT CALENDAR
Meeting Date: January 13, 2021

TO: Mayor and City Council Members

FROM: Robert Howell, Acting Administrative Services Director

SUBJECT: Warrant and Payroll Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated 12-03-2020 in the amount of \$178,193.24;
2. Warrant Register dated 12-17-2020 in the amount of \$254,159.30;
3. Warrant Register dated 12-23-2020 in the amount of \$76,857.12;
4. Warrant Register dated 12-30-2020 in the amount of \$461,728.90;
5. Payroll Register dated 01-01-2021 in the amount of \$129,167.33.

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 2020/21 Budget.

Submitted by:
Robert Howell
Acting Administrative Services Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Voucher List 12/03/2020
Voucher List 12/17/2020
Payroll Register 12/31/2020

Voucher List 12/23/2020
Voucher List 12/30/2020

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213117	12/3/2020	000760 ARMADA ADMINISTRATORS	154978		DECEMBER 2020 PREMIUM	2,780.00
					Total :	2,780.00
213118	12/3/2020	000256 COUNTY OF RIVERSIDE, COUNTY CLERK	120220		FILING FEE - CEMETERY MASTER PLAN CEQA E	50.00
					Total :	50.00
213119	12/3/2020	000068 COUNTY OF RIVERSIDE, FIRE DEPARTMENT	233742		PARAMEDIC SQUAD	149,739.44
					Total :	149,739.44
213120	12/3/2020	001620 EASTERN MUNICIPAL WATER, DISTRICT	32169		SINKHOLE ON ORANGE & GRUWELL STREET	332.85
					Total :	332.85
213121	12/3/2020	000022 EDISON	111820		09/18/20-11/16/20 ELECTRIC	3,534.41
			111920A		10/14/20-11/13/20 ELECTRIC - CITY HALL	126.63
			111920B		10/19/20-11/18/20 ELECTRIC WILDOMAR 311	8.56
					Total :	3,669.60
213122	12/3/2020	000012 ELSINORE VALLEY MUNICIPAL, WATER DEPARTMENT	10751392		10/07/20-11/06/20 WATER ZONE 52 LOC 01	85.51
			10751447		10/07/20-11/06/20 WATER ZONE 29 LOC 02	41.19
			10751726		10/07/20-11/06/20 WATER ZONE 71 LOC 01	321.09
			10751925		10/07/20-11/06/20 WATER 32637 GRUWELL -	83.76
			10752006		10/07/20-11/06/20 WATER MARNA OBRIEN PAR	2,005.39
			10756674		10/10/20-11/09/20 WATER ZONE 3 LOC 7 M1	80.23
			10756687		10/10/20-11/09/20 WATER REG. HERITAGE PA	151.47
			10759630		10/11/20-11/10/20 WATER ZONE 3 LOC 25 M1	704.92
			10759631		10/11/20-11/10/20 WATER ZONE 3 LOC 25 M2	899.50
			10761402		10/11/20-11/10/20 WATER ZONE 3 LOC 24 M1	622.60
			10762733		10/11/20-11/10/20 WATER MALAGA GATEWAY P	432.69
					Total :	5,428.35

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213123	12/3/2020	001222 FOBRO CONSULTING LLC	98		11/14/20-11/27/20 ACCOUNTING CONTRACTUAL	2,750.00
Total :						2,750.00
213124	12/3/2020	000941 FRONTIER	112220		11/22/20-12/21/20 FIOS INTERNET CHARGES	175.98
Total :						175.98
213125	12/3/2020	000024 GUARDIAN	111220		DECEMBER 2020 DENTAL & VISION BENEFITS	2,887.24
Total :						2,887.24
213126	12/3/2020	001046 MUNICIPAL CONSULTING SERVICES, LLC	112520		11/14/20-11/27/20 - INTERIM FINANCE DIRE	3,520.00
Total :						3,520.00
213127	12/3/2020	001244 PLATINUM BUSINESS SOLUTIONS, LLC	1065		11/14/20-11/27/20 ACCOUNTING CONTRACTUAL	4,455.00
Total :						4,455.00
213128	12/3/2020	001071 SHRED-IT USA	8180917641		CONTRACTUAL SHREDDING SVC (NOV PICK-UP)	154.67
Total :						154.67
213129	12/3/2020	000215 THE PRESS-ENTERPRISE	11390773		PUBLIC NOTICE - 5YR CAPITAL IMPROVEMENT	132.00
Total :						132.00
213130	12/3/2020	000437 VERIZON WIRELESS	9859232007		07/23/20-08/22/20 DATA INTERNET CHARGE	356.65
			9859232008		07/23/20-08/22/20 DATA INTERNET CHARGE	76.02
			9861291159		08/23/20-09/22/20 DATA INTERNET CHARGE	345.31
			9861291160		08/23/20-09/22/20 DATA INTERNET CHARGE	76.02
			9863369543		09/23/20-10/22/20 DATA INTERNET CHARGE	345.31
			9863369544		09/23/20-10/22/20 DATA INTERNET CHARGE	76.02
			9865461390		10/23/20-11/22/20 DATA INTERNET CHARGE	345.37
			9865461391		10/23/20-11/22/20 DATA INTERNET CHARGE	76.02
			9867566654		11/23/20-12/22/20 DATA INTERNET CHARGE	345.37
			9867566655		11/23/20-12/22/20 DATA INTERNET CHARGE	76.02
Total :						2,118.11
14 Vouchers for bank code : wf						Bank total : 178,193.24

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
14	Vouchers in this report					Total vouchers : 178,193.24

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213131	12/17/2020	000033 AMERICAN FORENSIC NURSES	73933		BLOOD DRAW (3)	165.00
			73993		BLOOD DRAW (7) UR SPEC (1)	440.00
					Total :	605.00
213132	12/17/2020	000554 AT & T	112820		TELEPHONE LONG DISTANCE P/E 11/28/20	43.04
					Total :	43.04
213133	12/17/2020	001621 AVENU MUNISERVICES	INV06-010528		SALES & USE TAX REPORT SYSTEMS SUTA SVC	925.78
					Total :	925.78
213134	12/17/2020	001468 BANKS, ARRIN	120320		PLANNING COMMISSION MEETING 12/02/20	75.00
					Total :	75.00
213135	12/17/2020	001419 BERNARD, BRIANNA	120320		PLANNING COMMISSION MEETING 12/02/20	75.00
					Total :	75.00
213136	12/17/2020	000034 BIO-TOX LABORATORIES	40395		RC SHERIFF - LAB SERVICES	920.00
			40396		RC SHERIFF - LAB SERVICES	835.00
			40444		RC SHERIFF - LAB SERVICES	451.00
					Total :	2,206.00
213137	12/17/2020	000080 BURKE, WILLIAMS AND SORENSON,, LLF	259773		SEPTEMBER 2020 LEGAL FEES	49,584.44
			260958		OCTOBER 2020 LEGAL FEES	48,522.21
			262133		NOVEMBER 2020 LEGAL FEES	35,307.20
					Total :	133,413.85
213138	12/17/2020	000503 CALIF. DEPART. OF FISH/WILD	121420		CIP 026 BUNDY CANYON WIDENING SEG 1	4,698.50
					Total :	4,698.50
213139	12/17/2020	000258 CITY CLERK ASSOCIATION OF, CALIFORNI	8976		MEMBERSHIP RENEWAL THROUGH 07/01/21	90.00
					Total :	90.00
213140	12/17/2020	001622 COMMERCIAL BUILDING MANAGEMENT,	67559		SEPT 2020 JANITORIAL SVC - PARKS	4,005.00
			67561		SEPT 2020 CITY HALL DISINFECT - COVID-19	1,800.00
					Total :	5,805.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213141	12/17/2020	000785 CORELOGIC SOLUTIONS, LLC	82053921		NOVEMBER 2020 CODE ENFORCEMENT SOFTWARE	150.00
Total :						150.00
213142	12/17/2020	000035 COUNTY OF RIVERSIDE, TLMA	TL0000015596		OCT 2020 SLF COSTS FY 20/21	8,757.47
Total :						8,757.47
213143	12/17/2020	000058 DEPARTMENT OF JUSTICE	480730		OCT 2020 POLICE BLOOD ALCOHOL	35.00
Total :						35.00
213144	12/17/2020	000977 DIAMOND ENVIRONMENTAL SERVICES	2937235		FENCE PANELS - COVID-19	2,211.77
Total :						2,211.77
213145	12/17/2020	000022 EDISON	112320A		10/19/20-11/18/20 ELECTRIC 32975 WILLOW	20.18
			112320B		10/19/20-11/18/20 ELECTRIC 32975 WILLOW	61.35
			112520		09/28/20-11/21/20 ELECTRIC	476.89
			120320A		10/28/20-11/30/20 ELECTRIC - BASEBALL FI	37.32
			120320B		10/28/20-11/30/20 ELECTRIC - 21400 PALOM	125.41
			120320C		11/01/20-12/01/20 ELECTRIC CFD 2013-1	70.63
			120320D		11/01/20-12/01/20 ELECTRIC CFD 2013-1 ZO	219.20
Total :						1,010.98
213146	12/17/2020	000012 ELSINORE VALLEY MUNICIPAL, WATER C	10763383		10/14/20-11/13/20 WATER ZONE 42 LOC 01 M	803.78
			10763636		10/14/20-11/13/20 WATER ZONE 42 LOC 03 M	188.95
			10763637		10/14/20-11/13/20 WATER ZONE 42 LOC 02 M	253.16
			10766295		10/17/20-11/16/20 WATER ZONE 3 LOC 23 M1	381.03
			10766502		10/17/20-11/16/20 WATER ZONE 30 LOC 2	65.98
			10766541		10/17/20-11/16/20 WATER ZONE 3 LOC 49 M1	81.88
			10766793		10/17/20-11/16/20 WATER ZONE 51 LOC 1	102.40
			10766957		10/17/20-11/16/20 WATER BASEBALL FIELD	400.58
			10766996		10/17/20-11/16/20 WATER WINDSONG PARK	269.62
			10767507		10/17/20-11/16/20 WATER ZONE 3 LOC 29 M1	475.65
			10767585		10/17/20-11/16/20 WATER ZONE 3 LOC 29 M2	294.29
			10767588		10/17/20-11/16/20 WATER ZONE 30 LOC 1	151.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213146	12/17/2020	000012 ELSINORE VALLEY MUNICIPAL, WATER C	(Continued)			
			10767687		10/17/20-11/16/20 WATER ZONE 3 LOC 42 &	202.35
			10768084		10/17/20-11/16/20 WATER 22450 1/2	101.96
					CERVER	
			10768325		10/17/20-11/16/20 WATER 22450 CERVERA	114.33
			10769418		10/17/20-11/16/20 WATER ZONE 62 - 22933	123.22
			10769504		10/17/20-11/16/20 WATER ZONE 67 -	148.59
					ARNNET	
			10770101		10/19/20-11/18/20 WATER ZONE 3 LOC 35	141.67
					M1	
Total :						4,301.28
213147	12/17/2020	001343 FILAR, ERIC	120320		PLANNING COMMISSION MEETING 12/02/20	75.00
Total :						75.00
213148	12/17/2020	001222 FOBRO CONSULTING LLC	99		11/28/20-12/11/20 ACCOUNTING	3,300.00
					CONTRACTUAL	
Total :						3,300.00
213149	12/17/2020	000879 LLOYD, JOHN	120320		PLANNING COMMISSION MEETING 12/02/20	75.00
Total :						75.00
213150	12/17/2020	001337 MPS SECURITY	0808-12445	0000293	WILDOMAR PARKS PATROL SVC - FY20/21	2,016.00
					AS D	
			0808-12603	0000293	WILDOMAR PARKS PATROL SVC - FY20/21	2,016.00
					AS D	
Total :						4,032.00
213151	12/17/2020	001046 MUNICIPAL CONSULTING SERVICES, LLC	121020		11/28/20-12/11/20 INTERIM FINANCE DIRECT	4,592.50
Total :						4,592.50
213152	12/17/2020	000048 MURRIETA LOCK AND SAFE, INC.	9903		REPAIR LOCK/BATTERY - STE 103 & 210	260.00
Total :						260.00
213153	12/17/2020	001543 NPPW SERVICES	10450	0000308	COVID-19 REQUIRED CLEANING - 92 DAYS	1,044.06
					PAR	
			10474	0000308	COVID-19 REQUIRED CLEANING - 92 DAYS	1,218.07
					PAR	
			10542	0000308	COVID-19 REQUIRED CLEANING - 92 DAYS	1,218.07
					PAR	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213153	12/17/2020	001543 NPPW SERVICES	(Continued) 10543	0000308	COVID-19 REQUIRED CLEANING - 92 DAYS PAR	1,218.07
Total :						4,698.27
213154	12/17/2020	000185 PITNEY BOWES	120620		POSTAGE METER REFILL 11/16/20	503.50
Total :						503.50
213155	12/17/2020	000185 PITNEY BOWES	1016908191		POSTAGE METER RENTAL 12/16/20-03/15/21	97.88
Total :						97.88
213156	12/17/2020	001244 PLATINUM BUSINESS SOLUTIONS, LLC	10666		11/28/20-12/11/20 ACCOUNTING CONTRACTUAL	4,620.00
Total :						4,620.00
213157	12/17/2020	000395 POWELL'S OFFICE FURNITURE	12127	0000304	OFFICE FILE CABINETS PER EST 2565	4,105.31
Total :						4,105.31
213158	12/17/2020	000042 PV MAINTENANCE, INC.	005-236		NOV 2020 CITYWIDE MAINTENANCE CONTRACTUA	48,289.37
Total :						48,289.37
213159	12/17/2020	000186 RIGHTWAY	273297		11/12/20-12/09/20 PORTA/WASHSTN - WINDSO	362.00
Total :						362.00
213160	12/17/2020	001167 RRM DESIGN GROUP	1064-01-1020		PROF. SVCS - 27 ACRE PARK	5,782.00
Total :						5,782.00
213161	12/17/2020	001306 SOCIAL WORK ACTION GROUP	11302020		NOVEMBER 2020 PROFESSIONAL SVCS	8,186.40
Total :						8,186.40
213162	12/17/2020	001422 SOLORIO, TRAVIS	120720		MILEAGE REIMBURSEMENT 11/24/20-12/04/20	31.84
Total :						31.84
213163	12/17/2020	000995 STRONG, KIM	120320		PLANNING COMMISSION MEETING 12/02/20	75.00
Total :						75.00
213164	12/17/2020	000006 WELLS FARGO PAYMENT REMITTANCE, (102720 103120		WINES FOR CANINES & KITTENS VIDEO HOSTING SOFTWARE	35.00 250.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213164	12/17/2020	000006 WELLS FARGO PAYMENT REMITTANCE, (Continued)	111820		NNA SERVICES ANNUAL MEMBERSHIP	363.00
Total :						648.00
213165	12/17/2020	000006 WELLS FARGO PAYMENT REMITTANCE, (Continued)	102920		ECONOMIC DEVELOPMENT DEPT	15.57
			111820		SUPPLIES	5.99
					NEWSPAPER MEMBERSHIP	5.99
Total :						21.56
35 Vouchers for bank code : wf						Bank total : 254,159.30
35 Vouchers in this report						Total vouchers : 254,159.30

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Bank code :		wf				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213174	12/23/2020	000088 ACE HARDWARE	305512/3		MARNA OBRIEN DEPT SUPPLIES	56.91
Total :						56.91
213175	12/23/2020	000031 AFLAC, REMITTANCE PROCESSING, CEN	618438		DECEMBER 2020 MEDICAL INSURANCE BENEFIT	4,199.58
Total :						4,199.58
213176	12/23/2020	001002 ARCHITERRA DESIGN GROUP	27760		10/25/20-11/24/20 SITE INSPECTION, PUNCH	528.75
			27761		10/25/20-11/24/20 PLAN CHECK - 1ST PRELI	875.00
			27762		10/25/20-11/24/20 PLAN CHECK - 1ST CD	1,000.00
Total :						2,403.75
213177	12/23/2020	001621 AVENU MUNISERVICES	INV06-010451		CAFR - REPORT CA	1,900.00
Total :						1,900.00
213178	12/23/2020	001577 BUSINESS & COMMUNITY SVCS, LIBRAR	2021-08		JULY-SEPTEMBER 2020 DIF LIBRARY	727.66
Total :						727.66
213179	12/23/2020	001623 CORONA, ARACELI	112520		REIMBURSE - SCREEN REPAIR	151.19
Total :						151.19
213180	12/23/2020	000046 COUNTY OF RIVERSIDE, DEPT ENVIRON	CO0076427		ENVIRONMENTAL HEALTH SVC - SEWAGE 32837	630.30
Total :						630.30
213181	12/23/2020	000002 CRYSTAL CLEAN MAINTENANCE	1203H		DEC 2020 JANITORIAL SERVICES - CITY HALL	2,380.00
Total :						2,380.00
213182	12/23/2020	001338 DEANZA TERMITE & PEST CONTROL, INC	539769A		PEST CONTROL (08/27/20)	45.00
			548592A		PEST CONTROL (11/10/20)	25.00
Total :						70.00
213183	12/23/2020	000027 DIRECT TV	082317220X201213		12/12/20-01/11/21 CABLE SERVICES - CITY	159.24
Total :						159.24
213184	12/23/2020	000685 GREAT AMERICA FINANCIAL SERVIC	28267781		CANON COLOR COPIER SYSTEM #25-1249376	214.24
			28308703		CANON COLOR COPIER SYSTEM #13-1228588	214.24

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Bank code : wf						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213184	12/23/2020	000685 GREAT AMERICA FINANCIAL SERVIC	(Continued) 28347511		CANON COLOR COPIER SYSTEM #003-1585799	214.24
					Total :	642.72
213185	12/23/2020	000499 INLAND EMPIRE LANDSCAPE INC	34927 34928		NOV 2020 LANDSCAPE MAINTENANCE NOV 2020 LANDSCAPE REPAIR/REPLACE ZONE 6	11,848.31 247.30
					Total :	12,095.61
213186	12/23/2020	000016 INNOVATIVE DOCUMENT SOLUTIONS	225716		11/1/20-11/30/20 CONTRACT COPIER SVC MAI	593.78
					Total :	593.78
213187	12/23/2020	001107 PLACEWORKS	73855 73869 73870 73871 73872 73873		NOV 2020 CONTRACTUAL SVCS - ZONE CONSIST NOV 2020 CONTRACTUAL SVCS - PROJECT RELA NOV 2020 CONTRACTUAL SVCS - PROJECT RELA NOV 2020 CONTRACTUAL SVCS - HOUSING SERV NOV 2020 CONTRACTUAL SVCS - PROJECT RELA NOV 2020 CONTRACTUAL SVCS - PROJECT RELA	885.00 7,599.60 31.50 2,598.50 106.50 601.50
					Total :	11,822.60
213188	12/23/2020	000606 RING CENTRAL	CD_000186925		11/21/20-11/20/21 ANNUAL PHONE LINES (38	13,357.74
					Total :	13,357.74
213189	12/23/2020	001241 SIEMENS MOBILITY, INC.	5610248365 5620023598		OCT 2020 TRAFFIC SIGNAL MAINTENANCE OCT 2020 TRAFFIC SIGNAL RESPONSE CALL OU	1,494.50 1,208.04
					Total :	2,702.54
213190	12/23/2020	001101 SIGNS BY TOMORROW	26044 26099 26100		WILDOMAR PUBLIC HEARING WILDOMAR PUBLIC HEARING WILDOMAR PUBLIC HEARING	547.50 547.50 547.50
					Total :	1,642.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213191	12/23/2020	001393 SOCALGAS	121120		11/07/20-12/09/20 GAS - FIRE DEPT 32637	73.44
Total :						73.44
213192	12/23/2020	000790 SPARKLETTS	121220		CITY HALL DRINKING WATER THROUGH 12/12/2	107.65
Total :						107.65
213193	12/23/2020	001021 SPICER CONSULTING GROUP	681		FY 20/21 ANNUAL ADMIN LLMD89-1-C/CSA 22,	2,666.66
			718		CFD 2013-1 ANNEXATION #20 (PM 37276 - CO	1,250.00
Total :						3,916.66
213194	12/23/2020	000242 SWRCB	SW-0205710		10/01/20-09/30/21 ANNUAL PERMIT FEE	14,984.00
Total :						14,984.00
213195	12/23/2020	001495 TIME WARNER CABLE	2318120820		CABLE THROUGH 01/07/21 - FS61	5.25
Total :						5.25
213196	12/23/2020	000131 WESTERN RIVERSIDE COUNTY, RCA	121720		NOV 2020 MSHCP MITIGATION FEES	2,234.00
Total :						2,234.00
23 Vouchers for bank code : wf						Bank total : 76,857.12
23 Vouchers in this report						Total vouchers : 76,857.12

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213198	12/30/2020	000033 AMERICAN FORENSIC NURSES	73955		BLOOD DRAW (1)	55.00
			74012		BLOOD DRAW (3)	165.00
			74054		BLOOD DRAW (7) UR SPEC (1)	440.00
			74070		BLOOD DRAW (1)	55.00
			74103		BLOOD DRAW (4) UR DRY RUN (1)	250.00
Total :						965.00
213199	12/30/2020	000008 AT&T MOBILITY	X12202020		12/13/20-01/12/21 COUNCIL MOBILE PHONE	57.00
Total :						57.00
213200	12/30/2020	001330 BMW MOTORCYCLES OF RIVERSIDE	6026174/1		BMW MOTORCYCLE MAINTENANCE - SHERIFF	682.96
Total :						682.96
213201	12/30/2020	001437 CENTER AGAINST SEXUAL ASSAULT	1008		POLICE DEPT - FOLLOW-UP EXAM 12/12/20 CA	300.00
Total :						300.00
213202	12/30/2020	000011 CR&R INC.	2487		11/01/20-11/30/20 STREET SWEEPER & BIKE	582.77
			330433		12/01/20 3 YD BOX - BASEBALL FIELD	146.94
			330493		12/01/20 3 YD BOX - FIRE STATION #61	146.94
Total :						876.65
213203	12/30/2020	000398 D.H. HOLDING, INC.	122820		REFUND - RELEASE OF CASH-IN-LIEU SECURIT	30,000.00
Total :						30,000.00
213204	12/30/2020	000037 DATA TICKET, INC.	119432		NOV 2020 ONLINE/SSN CITATION PROCESSING	200.00
			120065		NOV 2020 DAILY CITE PROCESSING	186.93
Total :						386.93
213205	12/30/2020	000022 EDISON	112120		09/17/20-11/18/20 ELECTRIC	268.21
			120420A		11/01/20-12/01/20 ELECTRIC - CSA 103	37.14
			120420B		11/01/20-12/01/20 ELECTRIC - CFD 2013-00	141.25
			120420C		11/01/20-12/01/20 ELECTRIC - WILDOMAR CI	183.63
			120420D		11/01/20-12/01/20 ELECTRIC - CFD 2013-00	267.58
			120420E		11/01/20-12/01/20 ELECTRIC - CFD 2013-00	42.39
			120420F		11/01/20-12/01/20 ELECTRIC - CFD 2013-00	141.25

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Bank code : wf						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213205	12/30/2020	000022 EDISON	(Continued)			
			120420G		11/01/20-12/01/20 ELECTRIC - CFD 2013-00	252.73
			120420h		11/01/20-12/01/20 ELECTRIC - CFD 2013-00	240.14
			120920		11/01/20-12/01/20 ELECTRIC	4,685.01
			121820		10/20/20-12/16/20 ELECTRIC	4,331.39
			121920		11/18/20-12/18/20 ELECTRIC - WILDOMAR 31	8.56
			122120		11/13/20-12/15/20 ELECTRIC - CITY HALL	105.51
			122220		10/19/20-12/18/20 ELECTRIC -	276.66
					Total :	10,981.45
213206	12/30/2020	001222 FOBRO CONSULTING LLC	100		12/12/20-12/25/20 ACCOUNTING CONTRACTUAL	2,145.00
					Total :	2,145.00
213207	12/30/2020	000941 FRONTIER	122220		12/22/20-01/21/21 FIOS INTERNET CHARGES	175.98
					Total :	175.98
213208	12/30/2020	000685 GREAT AMERICA FINANCIAL SERVIC	28343428		CANON COLOR COPIER SYSTEM #015-1472515	359.97
					Total :	359.97
213209	12/30/2020	001107 PLACEWORKS	73798		NOV 2020 CONTRACTUAL SVC - CIP 028-1	4,939.88
					Total :	4,939.88
213210	12/30/2020	001244 PLATINUM BUSINESS SOLUTIONS, LLC	1067		12/12/20- 12/25/20 ACCOUNTING CONTRACTUA	4,015.00
					Total :	4,015.00
213211	12/30/2020	000606 RING CENTRAL	CD_000197130		MOBILE USER (1)	25.66
					Total :	25.66
213212	12/30/2020	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000038240		CONTRACT LAW ENFORCEMENT THROUGH 10/21/2	374,864.16
					Total :	374,864.16
213213	12/30/2020	001021 SPICER CONSULTING GROUP	712		FY 20/21 ANNUAL ADMIN LLMD89-1-C/CSA 22,	2,666.66
					Total :	2,666.66

Voucher List
City of Wildomar

Page: 3

12/30/2020 9:26:58AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213214	12/30/2020	001624 STENO SOLUTIONS	43406		11/01/20-11/30/20 TRANSCRIPTION SVC	41.67
Total :						41.67
213215	12/30/2020	001626 TEMECULA VALLEY HYDRO, STRAWBERI	110120		REFUND OF UNUSED DEVELOPERS DEPOSIT FUND	3,560.76
Total :						3,560.76
213216	12/30/2020	000064 TYLER TECHNOLOGIES	045-321384	0000313	01/01/21-12/31/21 SOFTWARE SUPPORT -	23,752.49
Total :						23,752.49
213217	12/30/2020	001625 WHITAKER FACILITIES CORP.	72120		REFUND OF UNUSED DEVELOPERS DEPOSIT FUND	931.68
Total :						931.68
20 Vouchers for bank code : wf						Bank total : 461,728.90
20 Vouchers in this report						Total vouchers : 461,728.90

City of Wildomar
Payroll Warrant Register
1/1/2021

ACH Date	Payee	Description	Amount
12/10/2020	Heartland Payroll	11/21/2020-12/04/2020	\$ 50,990.85
12/24/2020	Heartland Payroll	12/05/2020-12/18/2020	51,699.01
12/31/2020	Heartland Payroll	12/01/2020-12/31/2020	<u>1,598.88</u>
		TOTAL	<u><u>\$ 104,288.74</u></u>

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #1.4

CONSENT CALENDAR

Meeting Date: January 13, 2021

TO: Mayor and City Council Members

FROM: James R. Riley, City Treasurer

SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the Treasurer's Report for November 2020.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of November 2020. The City utilizes both the California State Treasurer's Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP) for its city investments. Utilizing the two investment programs allows the City to potentially increase the interest earned on the money held.

FISCAL IMPACT:

None.

Submitted by:
James R. Riley
City Treasurer

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Treasurer's Report

**CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
November 2020**

CITY CASH

<u>FUND</u>	<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>RATE</u>
AII	AII	WELLS FARGO	# 3,955,548.19	\$ 2,000,355.38	(1,219,586.97)	\$ 4,736,316.60	0.000%
		TOTAL	\$ 3,955,548.19	\$ 2,000,355.38	\$ (1,219,586.97)	\$ 4,736,316.60	

CITY INVESTMENT

<u>FUND</u>	<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>DAYS TO MAT.</u>	<u>STATED RATE</u>
AII	LOCAL AGENCY INVESTMENT FUND	\$ 3,650,250.11	\$ 3,650,250.11	\$ 3,650,250.11	100.00%	0	0.560%
AII	CALIFORNIA ASSET MANAGEMENT PROGRAM	\$ 5,589,538.61	\$ 5,589,538.61	\$ 5,589,538.61	100.00%	0	0.140%
	TOTAL	\$ 9,239,788.72	\$ 9,239,788.72	\$ 9,239,788.72	100.00%		
CITY	TOTAL CASH AND INVESTMENT	\$ 13,976,105.32					

CITY INVESTMENT (Continued)

<u>FUND</u>	<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS/ PURCHASES</u>	<u>(-) WITHDRAWALS/ SALES/ MATURITIES</u>	<u>ENDING BALANCE</u>	<u>STATED RATE</u>
AII	LOCAL AGENCY INVESTMENT FUNDS	\$ 3,650,250.11	\$ 0.00	\$ 0.00	\$ 3,650,250.11	0.560%
AII	CALIFORNIA ASSET MANAGEMENT PROGRAM	\$ 5,588,916.54	\$ 622.07	\$ 0.00	\$ 5,589,538.61	0.140%
	TOTAL	\$ 9,239,166.65	\$ 622.07	\$ 0.00	\$ 9,239,788.72	

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.

James R. Riley

James R. Riley
City Treasurer

1/6/2021

Date

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #1.5

CONSENT CALENDAR

Meeting Date: January 13, 2021

TO: Mayor and City Council Members

FROM: Matthew Bassi, Planning Director

SUBJECT: 2nd Reading of Ordinance No. 193 – Culture Cannabis Club Development Agreement

STAFF REPORT

RECOMMENDATION:

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

1. Adopt an Ordinance entitled:

ORDINANCE NO. 193
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. 20-0078 TO ESTABLISH A RETAIL
CANNABIS BUSINESS WITHIN AN EXISTING 1,440
SQUARE-FOOT RETAIL LEASE SPACE WITHIN THE C-1/C-P
ZONE LOCATED AT 33980 MISSION TRAIL, SUITE #A (APN:
366-160-070)

DISCUSSION:

The City Council approved the first reading of Ordinance No. 193 at the December 16, 2020 City Council meeting for Development Agreement No. 20-0078 (Culture Cannabis Club). At this time, it would be appropriate for the City Council to adopt Ordinance No. 193 as presented.

Respectfully Submitted,
Gary Nordquist
City Manager

Reviewed By,
Thomas D. Jex
City Attorney

ATTACHMENT:

- A. Ordinance No. 193

ATTACHMENT A

**Ordinance No. 193
(Development Agreement No. 20-0078)**

ORDINANCE NO. 193

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. 20-0078 TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN EXISTING 1,440 SQUARE-FOOT RETAIL LEASE SPACE WITHIN THE C-1/C-P ZONE LOCATED AT 33980 MISSION TRAIL, SUITE #A (APN: 366-160-070)

RECITALS:

WHEREAS, the Planning Department on July 13, 2020 received an application for a Development Agreement to establish a retail cannabis business within an existing 1,440 square-foot retail lease space within the C-1/C-P (General Commercial) zone located at 33980 Mission Trail, Suite #A (APN: 366-160-070) from:

Applicant/Owner:	Culture Holdings of Wildomar, Inc. (Macy Newall)
Project Location:	33980 Mission Trail, Suite #A
APN:	366-160-070
Project Area:	1.01 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 17.200 and 17.315 of the Wildomar Municipal Code, the Planning Commission held a noticed public hearing on November 4, 2020 to review Development Agreement No. 20-0078, 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. 2020-30 recommending City Council approval of Development Agreement No. 20-0078, and

WHEREAS, in accordance with Section 17.192 of the Wildomar Municipal Code, the Planning Department on December 2, 2020 gave public notice to all property owners within a 600-foot radius of the project boundary notifying said property owners of the December 16, 2020 City Council meeting at which time the City Council would consider

Development Agreement No. 20-0078 to establish the proposed retail cannabis business;
and

WHEREAS, in accordance with the Development Agreement application requirements, the Planning Department on December 2, 2020 gave public notice to all business owners/tenants within the retail center located at 33980 Mission Trail notifying said business owners/tenants of the December 16, 2020 City Council meeting at which time the City Council would consider Development Agreement No. 20-0078 to establish the proposed retail cannabis business; and

WHEREAS, in accordance with Ordinance No. 135, the Planning Department on December 4, 2020 posted a public hearing notice "sign board" along Mission Trail and Bundy Canyon Road street frontages notifying the neighborhood residents of the December 16, 2020 City Council meeting at which time the City Council would consider Development Agreement No. 20-0078 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 December 4, 2020 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the December 16, 2020 City Council meeting at which time the City Council would consider Development Agreement No. 20-0078 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 to discuss the proposed Development Agreement No. 20-0078 December 16, 2020, 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.

The Council hereby finds and determines that the Project is categorically exempt from California Environmental Quality Act (Cal. Publ. Res. Code § 21000 et seq. "CEQA") and CEQA Guidelines (14. Cal. Code Regs. § 15000 et seq.), specifically pursuant to Section 15301 (Class 1 — Existing Facilities), because the Project proposes to establish a Cannabis Facility within an existing building. The site is fully developed, and only minor interior alterations are planned in association with the proposed use.

SECTION 2. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP)

The City Council hereby finds Conditional Use Permit No. 20-0078 to establish a retail cannabis business within an existing 1,440 square-foot retail lease space within the

C-1/C-P (General Commercial) zone located at 33980 Mission Trail, Suite #A (APN: 366-160-070) 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. 20-0078 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. 20-0078 as illustrated herein and attached hereto to this Ordinance as Exhibit 1. The City Manager is directed to execute Development Agreement No. 20-0078 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 13th day of January, 2021.

Dustin Nigg
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales
City Clerk

EXHIBIT 1

DEVELOPMENT AGREEMENT NO. 20-0078

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 NO. 20-0078
FOR CONDITIONAL USE PERMIT NO. 20-0078**

**By and Between
CITY OF WILDOMAR
and
CULTURE HOLDINGS OF WILDOMAR, INC.**

DECEMBER 16, 2020

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 Culture Holdings of Wildomar, Inc., a California Corporation, ("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, 2020, 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 33980 Mission Trail, Suite #A (APN: 366-160-070) 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 "The Manske Revocable Trust," Mr. Edwin Manske ("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 September 24, 2020, the City issued a Cannabis Local License to Developer for the Project pursuant to Chapter 5.76 of the Wildomar Municipal Code.

F. On November 4, 2020, 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 20-0078) and Conditional Use Permit No. 20-0078 for the Project.

G. On December 16, 2020, 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. 20-0078 for the Project and introduced and had the first reading of Ordinance No. 193 approving this Agreement.

H. On January 13, 2021, the City Council considered and approved this Development Agreement (DA 20-0078) by adopting Ordinance No. 193.

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 Culture Holdings of Wildomar, Inc., a California Corporation, having its principal place of business at 3 Corporate Park, Suite #200, Irvine, CA 92606, 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 lease agreement with the Property Owner, “The Manske Revocable Trust,” Mr. Edwin Manske. 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 Culture Holdings of Wildomar, Inc., a California Corporation, consisting of a 1,440 square foot retail cannabis business located at 33980 Mission Trail, Suite #A (APN: 366-160-070) 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 33980 Mission Trail, Suite #A (APN: 366-160-070) 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 "The Manske Revocable Trust," Mr. Edwin Manske.

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 33980 Mission Trail, Suite #A (APN: 366-160-070) 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 reasonably 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 (1,440 square-foot lease space) within any building, facility or structure utilized for the proposed Cannabis Business. Beginning on the first anniversary of the Effective Date, and annually thereafter, the portion of this Development Agreement Fee shall be automatically adjusted based on the average percentage change in the Consumer Price Index (CPI) for "all urban consumers" in the Riverside-San Bernardino-Ontario area, or a subsequent Consumer Price Index (CPI) area covering the City, for the previous January to December period.

3.2.2 In addition, the following amounts shall be paid to the City based on the annual gross receipts of the Cannabis Business commencing on the first anniversary of the Effective Date of this Agreement and annually thereafter as follows:

3.2.2.1 1st anniversary through 5th anniversary: 3% of gross receipts.

3.2.2.2 6th anniversary through 20th anniversary: 5% of gross receipts, 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 of 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 its 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. 20-0078 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. 20-0078 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. 20-0078.

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 of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within 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: Gary Nordquist, City Manager
23873 Clinton Keith Road, Suite 201
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: Macy Newall, Developer
Culture Holdings of Wildomar, Inc.
3 Corporate Park, Suite #200
Irvine, CA 92606

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: _____
Gary Nordquist
City Manager

ATTEST:

By: _____
Janet Morales
Acting City Clerk

APPROVED AS TO FORM:

By: _____
Thomas D. Jex
City Attorney

DEVELOPER:

CULTURE CANNABIS CLUB, INC.

By: _____

By: _____

[NOTARY ACKNOWLEDGEMENT REQUIRED]

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

PROPERTY LEGAL DESCRIPTION

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

PARCELS 1 AND 2 OF PARCEL MAP NO. 5335, IN THE COUNTY OF RIVERSIDE AS SHOWN ON PARCEL MAP ON FILE IN BOOK 10 OF PARCEL MAPS AT PAGE 39, RIVERSIDE COUNTY RECORDS.

EXCEPT THE INTEREST AS CONDEMNED BY FINAL ORDER OF CONDEMNATION RECORDED MARCH 20, 1996 AS INSTRUMENT NO. 1996-098502 OFFICIAL RECORDS.

THIS LEGAL DESCRIPTION IS PURSUANT TO "CERTIFICATE OF PARCEL MERGER NO. 512" RECORDED SEPTEMBER 23, 1988 AS INSTRUMENT NO. 1988-276585 OF OFFICIAL RECORDS.

APN: 366-160-070

EXHIBIT B

SITE DIAGRAM



EXHIBIT C

PROPERTY OWNER CONSENT

"The Manske Revocable Trust," being the owner of the real property described in Exhibit A to this Development Agreement by and between the City of Wildomar and Culture Holdings of Wildomar, Inc, a California Corporation, dated for identification as of December 16, 2020 (the "Agreement"), do hereby consent to the recordation of said Agreement in the Official Records of the County of Riverside.

Mr. Edwin Manske

Date: _____
Owners Signature

[notary required]

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 – CITY COUNCIL

Agenda Item #1.6

CONSENT CALENDAR

Meeting Date: January 13, 2021

TO: Mayor and City Council Members

FROM: Matthew Bassi, Planning Director

SUBJECT: 2nd Reading of Ordinance No. 194 – Authentic Wildomar Cannabis Development Agreement

STAFF REPORT

RECOMMENDATION:

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

1. Adopt an Ordinance entitled:

ORDINANCE NO. 194
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 APPROVAL OF DEVELOPMENT
AGREEMENT NO. 20-0081 TO ESTABLISH A RETAIL
CANNABIS BUSINESS WITHIN AN EXISTING 2,500
SQUARE-FOOT RETAIL LEASE SPACE (WILDOMAR
SQUARE) WITHIN THE C-P-S ZONE LOCATED AT 36330
HIDDEN SPRINGS ROAD, SUITE #B & C (APN: 380-110-056)

DISCUSSION:

The City Council approved the first reading of Ordinance No. 194 at the December 16, 2020 City Council meeting for Development Agreement No. 20-0081 (Authentic Wildomar Cannabis). At this time, it would be appropriate for the City Council to adopt Ordinance No. 194 as presented.

Respectfully Submitted,
Gary Nordquist
City Manager

Reviewed By,
Thomas D. Jex
City Attorney

ATTACHMENT:

- A. Ordinance No. 194

ATTACHMENT A

**Ordinance No. 194
(Development Agreement No. 20-0081)**

ORDINANCE NO. 194

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 APPROVAL OF DEVELOPMENT AGREEMENT NO. 20-0081 TO ESTABLISH A RETAIL CANNABIS BUSINESS WITHIN AN EXISTING 2,500 SQUARE-FOOT RETAIL LEASE SPACE (WILDOMAR SQUARE) WITHIN THE C-P-S ZONE LOCATED AT 36330 HIDDEN SPRINGS ROAD, SUITE #B & C (APN: 380-110-056)

RECITALS:

WHEREAS, the Planning Department on July 13, 2020 received an application for a Development Agreement to establish a retail cannabis business within an existing 2,500 square-foot retail lease space (Wildomar Square) within the C-P-S (Scenic Highway) zone located at 36330 Hidden Springs Road, Suite #B & C (APN: 380-110-056) from:

Applicant/Owner:	SGI Retail, LLC dba Authentic Wildomar (Tak Sato)
Project Location:	36330 Hidden Springs Road, Suite #B & C
APN:	380-110-056
Project Area:	5.0 +/- 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 17.200 and 17.315 of the Wildomar Municipal Code, the Planning Commission held a noticed public hearing on November 4, 2020 to review Development Agreement No. 20-0081, 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. 2020-31 (3-1-1 vote, Strong No, Filar Absent) recommending City Council approval of Development Agreement No. 20-0081, and

WHEREAS, in accordance with Section 17.192 of the Wildomar Municipal Code, the Planning Department on December 2, 2020 gave public notice to all property owners within a 600-foot radius of the project boundary notifying said property owners of the December 16, 2020 City Council meeting at which time the City Council would consider

Development Agreement No. 20-0081 to establish the proposed retail cannabis business; and

WHEREAS, in accordance with the Development Agreement application requirements, the Planning Department on December 2, 2020 gave public notice to all business owners/tenants within the Wildomar Square retail center notifying said business owners/tenants of the December 16, 2020 City Council meeting at which time the City Council would consider Development Agreement No. 20-0081 to establish the proposed retail cannabis business; and

WHEREAS, in accordance with Ordinance No. 135, the Planning Department on December 4, 2020 posted a public hearing notice “sign board” along Clinton Keith Road and Hidden Springs Road street frontages notifying the neighborhood residents of the December 16, 2020 City Council meeting at which time the City Council would consider Development Agreement No. 20-0081 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 December 4, 2020 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the December 16, 2020 City Council meeting at which time the City Council would consider Development Agreement No. 20-0081 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 to discuss the proposed Development Agreement No. 20-0081 December 16, 2020, 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 City Council evaluated the proposed Development Agreement No. 20-0081 establishing a retail cannabis business within an existing 2,500 square-foot retail lease space (Wildomar Square) within the C-P-S (Scenic Highway) and determined that approval of Development Agreement No. 20-0081 meets the findings for a Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA. Class 1 consists of the operation or minor alteration of existing structures involving negligible expansion of the existing space. The applicant has proposed to make tenant improvements to the lease space located at 36330 Hidden Springs Road, Suite #B & C 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.

SECTION 2. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP)

The City Council hereby finds Development Agreement No. 20-0081 to establish a retail cannabis business within an existing 2,500 square-foot retail lease space (Wildomar Square) within the C-P-S (Scenic Highway) zone located at 36330 Hidden Springs Road, Suite #B & C (APN: 380-110-056) 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. 20-0081 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. 20-0081 attached hereto to this Ordinance as Exhibit A. The City Manager is directed to execute Development Agreement No. 20-0081 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 13th day of January, 2021.

Dustin Nigg
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales
City Clerk

EXHIBIT 1

DEVELOPMENT AGREEMENT NO. 20-0081

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. 20-0081**

By and Between

CITY OF WILDOMAR

and

SGI RETAIL, LLC, dba AUTHENTIC WILDOMAR

DECEMBER 16, 2020

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 SGI Retail, LLC, dba Authentic Wildomar, a Limited Liability Corporation ("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, 2020, 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 36330 Hidden Springs Road, Suite #B & C 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 CK-HS Partners 18, 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 September 17, 2020, the City issued a Cannabis Local License to Developer for the Project pursuant to Chapter 5.76 of the Wildomar Municipal Code.

F. On November 4, 2020, 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 20-0081) and Conditional Use Permit No. 20-0081 for the Project.

G. On December 16, 2020, 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. 20-0081 for the Project and introduced and had the first reading of Ordinance No. 194 approving this Agreement.

H. On January 13, 2021, the City Council considered and approved this Development Agreement (DA 20-0081) by adopting Ordinance No. 194.

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. 186 or 187 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 SGI Retail, LLC, dba Authentic Wildomar, a California Limited Liability Corporation having its principal place of business at 728 E. Commercial Street, Los Angeles, CA 90012, 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 lease agreement with owns fee title to the Property Owner, CK-HS Partners 18, 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 SGI Retail, LLC, dba Authentic Wildomar, consisting of a 2,500 square foot retail cannabis business located at 36330 Hidden Springs Road, Suite #B & C 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 36330 Hidden Springs Road, Suite #B & C 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 CK-HS Partners 18, LLC (David Horenstein).

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 36330 Hidden Springs Road, Suite #B & C 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 (1,440 square-foot lease space) within any building, facility or structure utilized for the proposed Cannabis Business. Beginning on the first anniversary of the Effective Date, and annually thereafter, the portion of this Development Agreement Fee shall be automatically adjusted

based on the average percentage change in the Consumer Price Index (CPI) for “all urban consumers” in the Riverside-San Bernardino-Ontario area, or a subsequent Consumer Price Index (CPI) area covering the City, for the previous January to December period.

3.2.2 In addition, the following amounts shall be paid to the City based on the annual gross receipts of the Cannabis Business commencing on the first anniversary of the Effective Date of this Agreement and annually thereafter as follows:

3.2.2.1 1st anniversary through 5th anniversary: 3% of gross receipts.

3.2.2.2 6th anniversary through 20th anniversary: 5% of gross receipts, 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 of 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 its 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. 20-0081 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. 20-0081 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. 20-0081.

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: Gary Nordquist, City Manager
23873 Clinton Keith Road, Suite 201
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: SGI Retail LLC d/b/a Authentic Wildomar
Attn: Legal Department
728 E Commercial Street
Los Angeles, CA 90012
Email: legal@shrynegroup.com

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: _____
Gary Nordquist
City Manager

ATTEST:

By: _____
Janet Morales
City Clerk

APPROVED AS TO FORM:

By: _____
Thomas D. Jex
City Attorney

DEVELOPER:

SGI Retail, LLC dba Authentic Wildomar

By: _____

By: _____

[NOTARY ACKNOWLEDGEMENT REQUIRED]

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
PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 10 OF [PARCEL MAP NO. 9637](#), FILED IN [BOOK 58, PAGES 1 THROUGH 5](#), [INCLUSIVE OF PARCEL MAPS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THE LAND DESCRIBED IN THE DOCUMENT RECORDED JULY 26, 2007 AS [INSTRUMENT NO. 2007-0484230, OF OFFICIAL RECORDS](#), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN SAID DOCUMENT RECORDED JULY 26, 2007 AS [INSTRUMENT NO. 2007-0484230, OF OFFICIAL RECORDS](#);

THENCE ALONG THE NORTHEASTERLY LINES OF SAID LAND AND SAID PARCEL 10, SOUTH 52° 27' 11" EAST, 615.83 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 37° 26' 47" WEST, 25.66 FEET;

THENCE NORTH 76° 33' 29" WEST, 39.63 FEET;

THENCE SOUTH 81° 12' 25" WEST, 32.29 FEET;

THENCE SOUTH 45° 51' 17" WEST, 157.30 FEET;

THENCE SOUTH 18° 38' 53" WEST, 165.62 FEET;

THENCE SOUTH 64° 22' 37" WEST, 43.75 FEET TO THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DOCUMENT RECORDED NOVEMBER 30, 2007 AS [INSTRUMENT NO. 2007-0720598, OF OFFICIAL RECORDS](#), SAID LINE BEING A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 644.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING BEARS NORTH 63° 16' 24" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE AND ALONG THE EASTERLY RIGHT OF WAY OF HIDDEN SPRINGS ROAD AS DESCRIBED IN THE DOCUMENT RECORDED MAY 31, 2001 AS [INSTRUMENT NO. 2001-240650, OF OFFICIAL RECORDS](#), THROUGH A CENTRAL ANGLE OF 35° 19' 08", AN ARC LENGTH OF 396.97 FEET;

THENCE CONTINUING ALONG RIGHT OF WAY LINE, NORTH 62° 02' 44" WEST, 257.23 FEET TO THE WESTERLY LINE OF THE LAND DESCRIBED IN SAID [INSTRUMENT NO. 2007-0484230](#);

THENCE ALONG SAID WESTERLY LINE, NORTH 07° 53' 23" WEST, 27.94 FEET TO THE NORTHWESTERLY LINE OF SAID LAND;

THENCE ALONG SAID NORTHWESTERLY LINE NORTH 47° 20' 15" EAST, 160.00 FEET;

THENCE NORTH 53° 24' 36" EAST, 236.33 FEET TO THE POINT OF BEGINNING.

SAID LAND IS KNOWN AS PARCEL A OF LOT LINE ADJUSTMENT NO. 5270 RECORDED MARCH 6, 2008 AS [INSTRUMENT NO. 2008109866, OF OFFICIAL RECORDS](#).

APN: [380-110-046-9](#)

EXHIBIT B
SITE DIAGRAM

SITE PLAN OF SHOPPING CENTER SHOWING PREMISES

EXHIBIT A
DEPICTION OF THE PREMISES

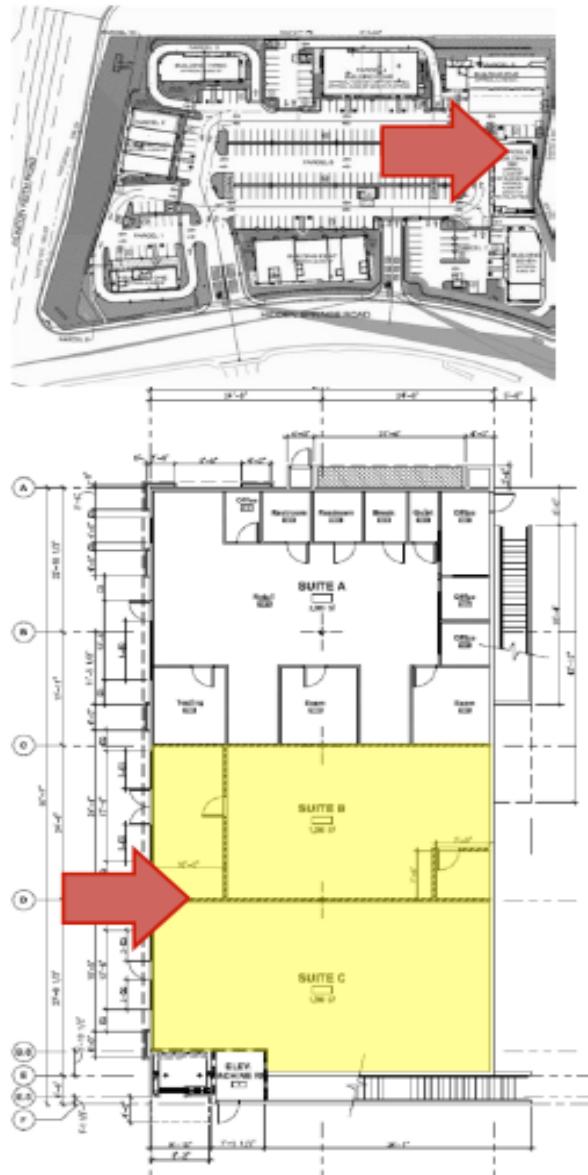


EXHIBIT C

PROPERTY OWNER CONSENT

CK-HS Partners 18, LLC, being the owner of the real property described in Exhibit A to this Development Agreement by and between the City of Wildomar and SGI Retail, LLC, dba Authentic Wildomar, dated for identification as of December 16, 2020 (the "Agreement"), do hereby consent to the recordation of said Agreement in the Official Records of the County of Riverside.

Date: _____
[OWNER NAME]

[notary required]

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 – CITY COUNCIL
Agenda Item #1.7
CONSENT CALENDAR
Meeting Date: January 13, 2021

TO: Mayor and City Council

FROM: Janet Morales, City Clerk

SUBJECT: Planning Commission Appointments (Nigg and Moore)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council ratify Mayor Nigg and Council Member Moore's nominations to reappointment their current Commissioners (Banks and Lloyd) to serve on the Planning Commission for another term.

BACKGROUND:

On November 3, 2020, a General Municipal Election was held for the purpose of electing a Council Member from District 4 (Moore), with an appointment already made to a Council Member from District 2 (Nigg).

One of the duties of a City Council Member is to appoint a citizen to serve on the Planning Commission and the Commissioners term of office run concurrent with the appointing Council Member. Since Mayor Nigg and Council Member Moore have been reinstalled to the Council, they have the option to appoint a new citizen or reappoint their current citizens.

Mayor Nigg would like to reappoint Arrin Banks. Council Member Moore would like to reappoint John Lloyd. Both appointments are subject to ratification by a majority of the City Council. The appointments will take effect immediately and will run concurrent with the appointing Council Member's term of office. The appointees will be sworn in at the first Planning Commission meeting following the appointments.

FISCAL IMPACTS:

Planning Commissioners receive \$75 per meeting.

Submitted by:
Janet Morales
City Clerk

Approved by:
Gary Nordquist
City Manager

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.8
CONSENT CALENDAR
Meeting Date: January 13, 2021

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

PREPARED BY: Cameron Luna, Associate Engineer

SUBJECT: Cooperative Funding Agreement with the Elsinore Valley Municipal Water District (EVMWD) for the Bundy Canyon Road Improvement Project - Segment 1 (CIP 026-1)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute a cooperative funding agreement with the Elsinore Valley Municipal Water District (EVMWD) for a contribution not to exceed the amount of \$59,226.00 for the improvement of water service facilities to be performed during the construction phase of the Bundy Canyon Road Improvement Project - Segment 1 (CIP 026-1).

BACKGROUND/DISCUSSION:

On September 9th, 2020 The City Council awarded a construction contract to James McMinn, Inc. (JMI) in the amount of \$6,883,950.30. The scope of the project includes widening Bundy Canyon Road from two to four lanes from Cherry Street to 1,400 feet east of Oak Canyon Drive, including construction of drainage improvements and sound walls. The improved roadway would have a 14-foot-wide striped median, four 12-foot-wide travel lanes (two lanes in each direction), with an additional 9 to 10-foot-wide outside shoulder and AC Dikes on each side. Traffic signals would also be installed at the intersections of Bundy Canyon Road with Sellers Road and Monte Vista Drive.

EVMWD has existing water service facilities along Bundy Canyon within the City's right-of-way which require relocation and adjustments for the Project. The City and EVMWD determined that it is more economical to include the required relocation work of the EVMWD Water Facilities in the City's Project and jointly fund the cost of the project improvements by signing a cooperative agreement for a contribution not to exceed the amount of \$59,226.00 towards construction costs. Items included in the scope of work for this reimbursement agreement consist of the adjustment of fourteen (14) manhole frames and cover to grade, relocation of two (2) fire hydrants and assembly, relocation of two (2) water meters, and a contingency should quantities be adjusted at the time of construction.

FISCAL IMPACTS:

Funding for the City Project is provided by a combination of TUMF, Development Impact Fees (DIF) Drains, DIF Signals, DIF Roads, Developer Contribution, Measure AA, Riverside County Flood Control & Conservation District and Riverside County Transportation Authority (RCTC). The project is fully funded and there is no fiscal impact to the City's General Fund. The EVMWD contribution amount not to exceed \$59,226.00 will be reimbursed to the City once the water facilities are improved and the project is completed.

Submitted by:
Dan York
Assistant City Manager/ Public Works Director/
City Engineer

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Resolution

- A. EVMWD Cooperative Funding Agreement

RESOLUTION NO. 2021 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A
COOPERATIVE FUNDING AGREEMENT WITH THE ELSINORE VALLEY
MUNICIPAL WATER DISTRICT (EVMWD) FOR THE BUNDY CANYON ROAD
IMPROVEMENT PROJECT - SEGMENT 1 (CIP 026-1)**

WHEREAS, On September 9th, 2020 The City Council awarded a construction contract for the Bundy Canyon Road Improvement Project - Segment 1 (CIP 026-1); and

WHEREAS, the EVMWD has existing water service facilities along Bundy Canyon within the City's right-of-way which require relocation and adjustments for the Project; and

WHEREAS, the City and the EVMWD determined that it is more economical to include the work of the EVMWD Water Facilities Relocation in the City's Project and jointly fund the cost of the project ("Combined Project"); and

WHEREAS, of the total cost of the Combined Project, the cost of EVMWD Water Facilities Relocation within the Combined Project is for a contribution total not to exceed the amount of Fifty Nine Thousand Two Hundred and Twenty Six Dollars (\$59,226.00), hereinafter known as "EVMWD Contribution", to be reimbursed to the City once the water facilities are improved and the project is completed.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council, in regular session assembled on January 13, 2021, that: The City Manager is authorized to sign the Cooperative Agreement with the EVMWD to receive the EVMWD Contribution for Bundy Canyon Road Improvement Project - Segment 1 (CIP 026-1) which is attached as Attachment A;

PASSED, APPROVED, AND ADOPTED this 13th day of January, 2021

Dustin Nigg
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales
Acting City Clerk

ATTACHMENT A

COOPERATIVE FUNDING AGREEMENT
BUNDY CANYON ROAD WIDENING PROJECT

This Cooperative Funding Agreement ("Agreement") is made on this ____ day of January, 2021 ("Effective Date"), by and between the City of Wildomar, a California municipal corporation ("CITY"), and the Elsinore Valley Municipal Water District, a California municipal water district ("EVMWD"), which are collectively referred to herein as "Parties" and individually as "Party."

RECITALS

WHEREAS, the CITY is planning a Capital Improvement Project which includes the repaving and widening of Bundy Canyon Road from Cherry Street to Oak Canyon Drive ("Project") as shown on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, EVMWD has existing water meters, fire hydrants and sewer manholes along Bundy Canyon Road within CITY's right-of-way which requires relocation for the Project; and

WHEREAS, the CITY has prior rights along Bundy Canyon Road and requested that EVMWD relocate the water meters, fire hydrants and sewer manholes ("Relocation Project"); and

WHEREAS, the CITY and EVMWD determined that it is more economical to have the CITY complete the Relocation Project under its contracts for the Project; and

WHEREAS, the total cost of the Relocation Project shall not exceed Fifty-Nine Thousand Two Hundred Twenty-Six Dollars and Zero Cents (\$59,226.00) hereinafter known as "EVMWD CONTRIBUTION" as shown on Exhibit "B"; and

WHEREAS, the CITY and EVMWD acknowledge it is in the best interest of the public to proceed with the construction of the Project at the earliest possible date; and

WHEREAS, the purpose of this Agreement is to memorialize the mutual understandings by and between CITY and EVMWD with respect to funding and construction of the Relocation Project.; and

WHEREAS, the Parties acknowledge that CITY has or shall fully comply with the California Environmental Quality Act (CEQA) and all other applicable laws, as a precondition to construction of the Relocation Project.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION I

1. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. The Parties agree to mutually cooperate in order to help ensure that the Relocation Project is successfully completed with minimum impact to both Parties and the public.

SECTION II

CITY shall:

1. Manage and oversee the Relocation Project to its completion.

2. Award and administer the design and construction of the Relocation Project.

3. Provide EVMWD an opportunity to review and approve all design documents for the Relocation Project prior to finalization of such design documents for public bidding purposes. Additionally, CITY shall provide EVMWD an opportunity to review and approve any changes to such design documents resulting from necessary change orders occurring following commencement of work on the Relocation Project.

4. Obtain all applicable environmental clearances and permits necessary to complete the Relocation Project.

5. Keep an accurate accounting of all Relocation Project costs and include this final accounting when invoicing EVMWD for payment. The final accounting of costs shall include a detailed

breakdown of all costs, including but not limited to, payment vouchers and other such contract documents as may be necessary to establish the actual costs of the construction of the Relocation Project.

6. Upon receiving invoices for the Relocation Project, invoice EVMWD, not more than monthly, for EVMWD CONTRIBUTION.

7. Schedule EVMWD inspection forty-eight (48) hours in advance of performing any work on EVMWD facilities. Resolve deficiencies identified by EVMWD during construction, including all punch list items.

8. Notwithstanding EVMWD's right to inspect the work, as between EVMWD and CITY, CITY shall be solely responsible for construction inspection of the Relocation Project work to ensure conformance with the construction contract.

9. Ensure that all work performed pursuant to this Agreement by CITY, its agents or contractors is done and compensated in accordance with all applicable laws and regulations, including but not limited to, all applicable provisions of the Labor Code, Business and Professions Code, Public Contracting Code, and Water Code.

10. For the period during which the City or its contractor(s) control the job site, City shall provide, or cause to be provided, for the entire period of construction, a policy of worker's compensation insurance and comprehensive general liability insurance or self-insurance with coverage broad enough to include the contractual obligation it may have under any relevant construction contracts and having a combined single limit of liability in the amount of two million dollars (\$2,000,000.00) covering EVMWD's directors, officers, employees and agents as additional insured. CITY shall require that EVMWD be included as an indemnified party under the indemnification provision included in CITY's construction contract.

11. CITY shall retain all records related to the Relocation Project and this Agreement for a period of three (3) years following completion of the Relocation Project. Such records shall be available for inspection by EVMWD upon request.

SECTION III

EVMWD shall:

1. Timely review design plans for the Relocation Project and provide any approvals or comments within thirty (30) days of receipt of the plans. If EVMWD fails to provide any comments or its approval within said time period, CITY shall provide notice to the EVMWD General Manager that the design plans shall be deemed approved by CITY if no comments are received within an additional fifteen (15) days.

3. Inspect the Relocation Project work during construction.

4. Upon written notice of completion of the work by CITY, inspect the Relocation Project and identify any punch list work within fifteen (15) days.

5. Pay CITY within thirty (30) days after receipt of CITY's approved invoice for EVMWD CONTRIBUTION.

SECTION IV

It is further mutually agreed:

1. The term of this Agreement shall be from the Effective Date until acceptance of the Relocation Project by EVWMD, and final accounting and payment for the Relocation Project, unless earlier terminated as provided herein.

2. EVMWD CONTRIBUTION shall not exceed a total sum of Fifty-Nine Thousand Two Hundred Twenty-Six Dollars and Zero Cents (\$59,226.00) without written amendment to this Agreement and shall be used by CITY solely for the Relocation Project as set forth herein.

3. EVMWD shall indemnify, defend, save and hold harmless CITY (including their respective directors, officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to EVMWD's (including its officers, employees, agents, representatives, independent contractors and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to, (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

4. CITY shall indemnify, defend, save and hold harmless EVMWD (including their respective officers, Board of Directors, appointed or elected officials, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY's (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to, (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees or (d) any other element of any kind or nature whatsoever.

5. In the event that any dispute between the Parties arises under this Agreement, the Parties shall first attempt to resolve such dispute at the management level. If the dispute is not resolved at this level within a mutually acceptable period of time (not to exceed 60 calendar days from the date

written notice of such dispute is delivered by either Party), the Parties shall attempt to resolve the dispute at the senior management level. If this process and the involvement of senior management do not result in resolution of the dispute within 60 calendar days from the date of referral to upper management, then the dispute shall be referred to and finally resolved through arbitration or legal proceedings. The use of the foregoing procedure is a condition precedent to the commencement of any legal proceedings hereunder. Neither the pendency of a dispute nor its consideration by arbitration shall excuse CITY from full and timely performance of Relocation Project, as set forth in this Agreement.

6. Any Party to this Agreement may declare a breach hereof by serving written notice describing the nature of the breach to the other Party. The Party alleged to have breached the Agreement shall be afforded thirty (30) days from service of the notice of breach to take whatever steps necessary to cure the breach. If the breach is not cured within the time parameters set forth herein, the Parties will avail themselves of the dispute procedure set forth in Section IV, Paragraph 5, above.

7. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

8. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

CITY OF WILDOMAR
23873 Clinton Keith Road, Ste 201
Wildomar, CA 92595
Attn: City Manager

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
31315 Chaney Street
Lake Elsinore, CA 92530
Attn: General Manager

9. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

10. This Agreement is to be construed in accordance with the laws of the State of California.

11. The Parties hereto shall not assign this Agreement without the written consent of the other parties.

12. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

13. Any waiver by CITY or EVMWD, or any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of CITY or EVMWD to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping CITY or EVMWD from enforcing this Agreement.

14. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

15. This Agreement may be executed and delivered in any number of counterparts or copies, hereinafter called "COUNTERPART", by the Parties hereto. When each party has signed and delivered

at least one COUNTERPART to the other Parties hereto, each COUNTERPART shall be deemed an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the Parties hereto.

16. The signatories hereto represent that they have been appropriately authorized to execute this Agreement on behalf of the Party for whom they sign.

17. If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorney's fees and costs of suit from the other Party.

18. This Agreement may be terminated by either Party at any time and without cause by giving the other Party written notice of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Notwithstanding the foregoing, following commencement of construction of the Relocation Project, the Parties may only terminate this Agreement for cause. If this Agreement is terminated as provided herein, CITY may demand of EVMWD in writing, and EVMWD shall pay, any portion of the EVMWD CONTRIBUTION for which CITY has performed work related to the Relocation Project. Prior to any such payment, CITY shall place the water meters, fire hydrants and sewer manholes in a safe and usable condition.

19. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

20. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, shall survive any such expiration or termination.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) set forth below.

**SIGNATURE PAGE TO
COOPERATIVE FUNDING AGREEMENT
BUNDY CANYON ROAD WIDENING PROJECT**

CITY OF WILDOMAR

By _____
Gary Nordquist
City Manager

Date: _____

By _____
Dustin Nigg
Mayor

Date: _____

APPROVED AS TO FORM:

ATTEST:

By _____
City Attorney

By _____
Acting City Clerk

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By _____
Greg Thomas
General Manager

Date: _____

ATTEST:

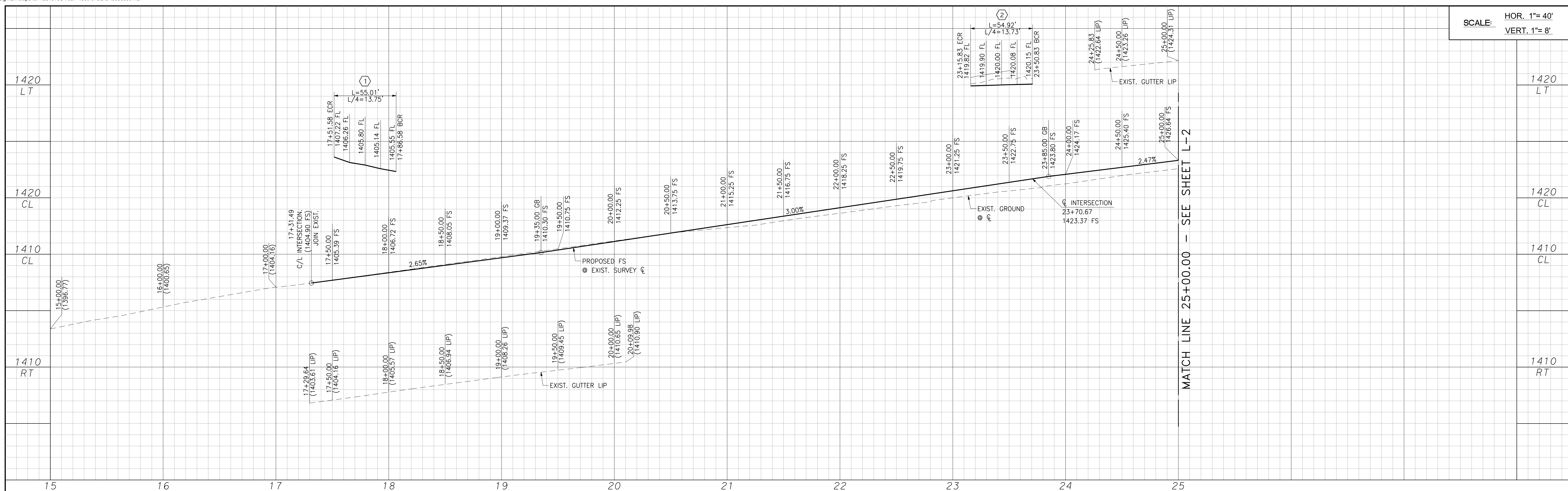
By _____

District Secretary

EXHIBIT A

BUNDY CANYON ROAD WIDENING PROJECT





[See Attached]

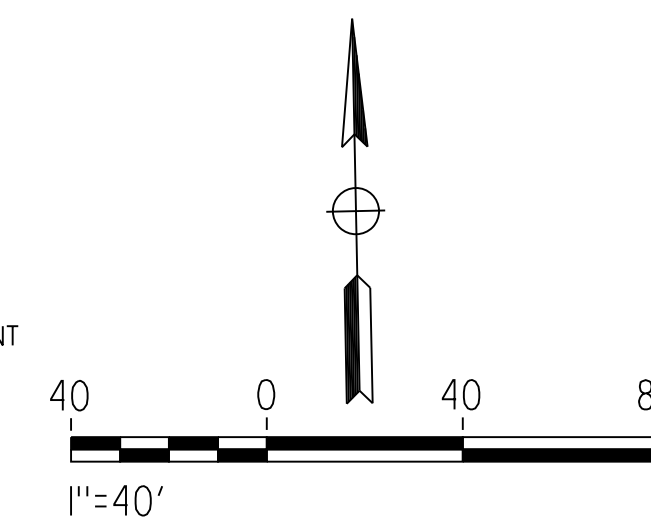


No .	R	Δ	T	L
1	35.00	90°56'37"	35.58	55.55
2	35.00	89°54'07"	34.94	54.92

- ①—SAWCUT EXISTING A.C. PAVEMENT TO FULL DEPTH
- ②—GRIND 0.20' EXIST. AC PAVEMENT (MIN. 5') AND OVERLAY WITH ARHM CAP TO PROVIDE SMOOTH TRANSITION
- ③—REMOVE AND DISPOSE OF EXIST. A.C. PAVEMENT, BASE AND NATIVE SOIL TO THE DEPTH OF PROPOSED PAVEMENT
- ④—CONSTRUCT 0.20' ARHM-GG-C2 OVER 0.90' AC ("R" VALUES=25 AND T.I.=10)
- ⑤—REMOVE EXIST METAL BEAM GUARDRAIL
- ⑥—REMOVE EXISTING FENCING
- ⑦—ADJUST TO GRADE EXISTING WATER VALVES
- ⑧—RELOCATE EXISTING FIRE HYDRANT AND ASSEMBLY
- ⑨—ADJUST TO GRADE EXISTING MANHOLE FRAME AND COVER
- ⑩—REMOVE CONFLICTING PORTION OF CROSS GUTTER
- ⑪—RELOCATE EXISTING WATER METER TO BEHIND NEW CURB/DIKE
- ⑮—CONSTRUCT 8" CURB AND GUTTER PER RIV. CO. STD. DWG 201
- ⑯—CONSTRUCT 8" ASPHALT CONCRETE DIKE PER RIV. CO. STD. DWG 212
- ⑰—CONSTRUCT CROSS GUTTER PER RIV. CO. STD. DWG 209 (SEE DETAIL ON SHEET CD-2)
- ⑱—CONSTRUCT CURB RAMP PER RIV. CO. STD. DWG 403 (SEE SHEET CD-1, CD-2)

LEGEND

-  INDICATES PROPOSED ARHM AND AC PAVEMENT
 INDICATES REMOVAL OF EXISTING PAVEMENT
 INDICATES GRIND AND OVERLAY EXISTING PAVEMENT
 INDICATES SIGNALIZED INTERSECTION
 SEE ELECTRICAL PLANS



☐ B TO BE RELOCATED BY OTHERS

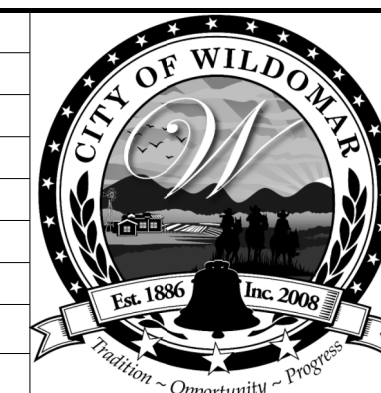
☐ B TO BE RELOCATED BY OTHERS

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

MARK	BY	DATE
ENGINEER		

REVISIONS

APPR.	DAT
CITY	



DocuSigned by:
 Date: 7/22/2020
 Daniel A. York, Director of Public Works/

City Engineer, PE 43212
ACCEPTANCE AS TO CONFORMANCE
WITH APPLICABLE CITY STANDARDS AND
PRACTICES

0

REGISTERED PROFESSIONAL ENGINEER
LEONARD M. TAN
No. 83892
CIVIL
STATE OF CALIFORNIA

PARSONS
PHONE: (909) 218-3600 FAX: (909) 218-3600
3200 GUAISTI ROAD, SUITE 200
ONTARIO, CA 91761

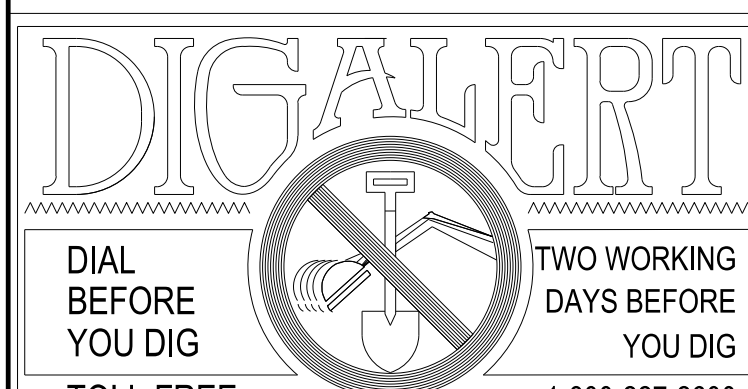
PREPARED BY: Leonard Tan
LEONARD M. TAN
R C E No. 83892 EXP 9/30/202

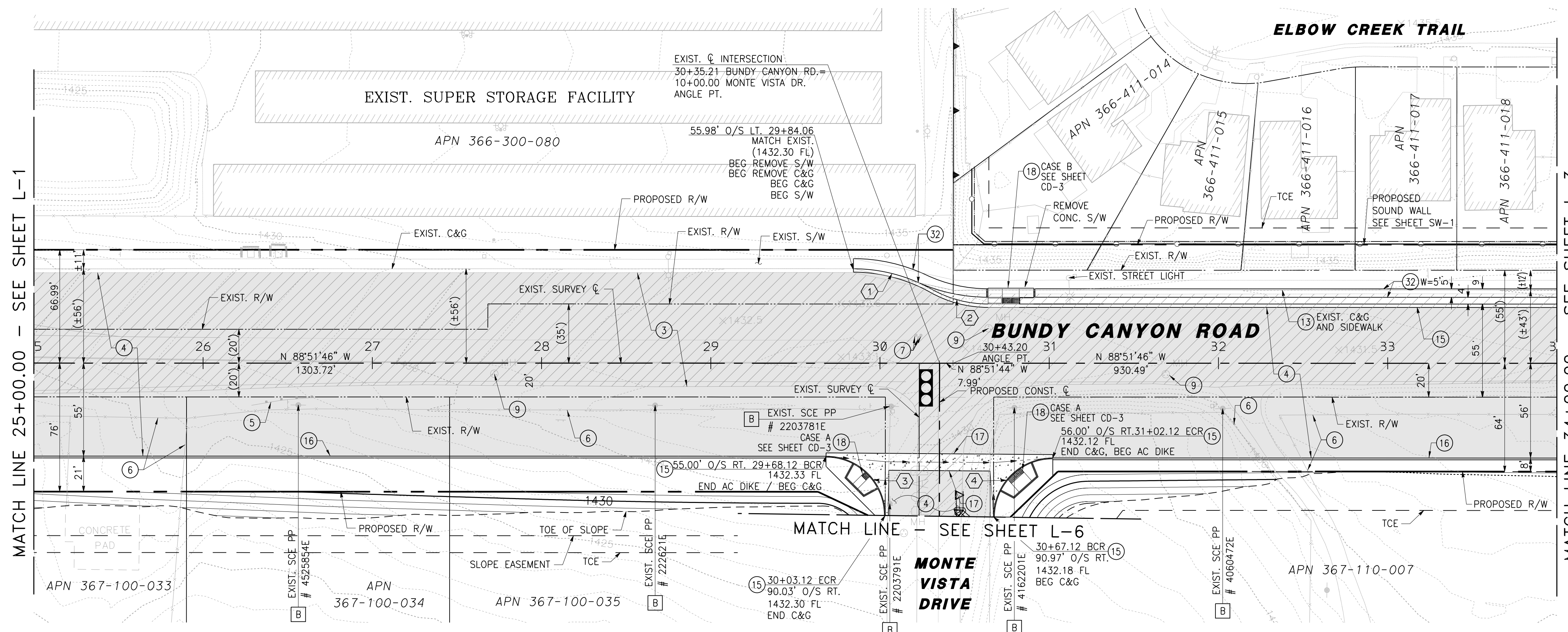
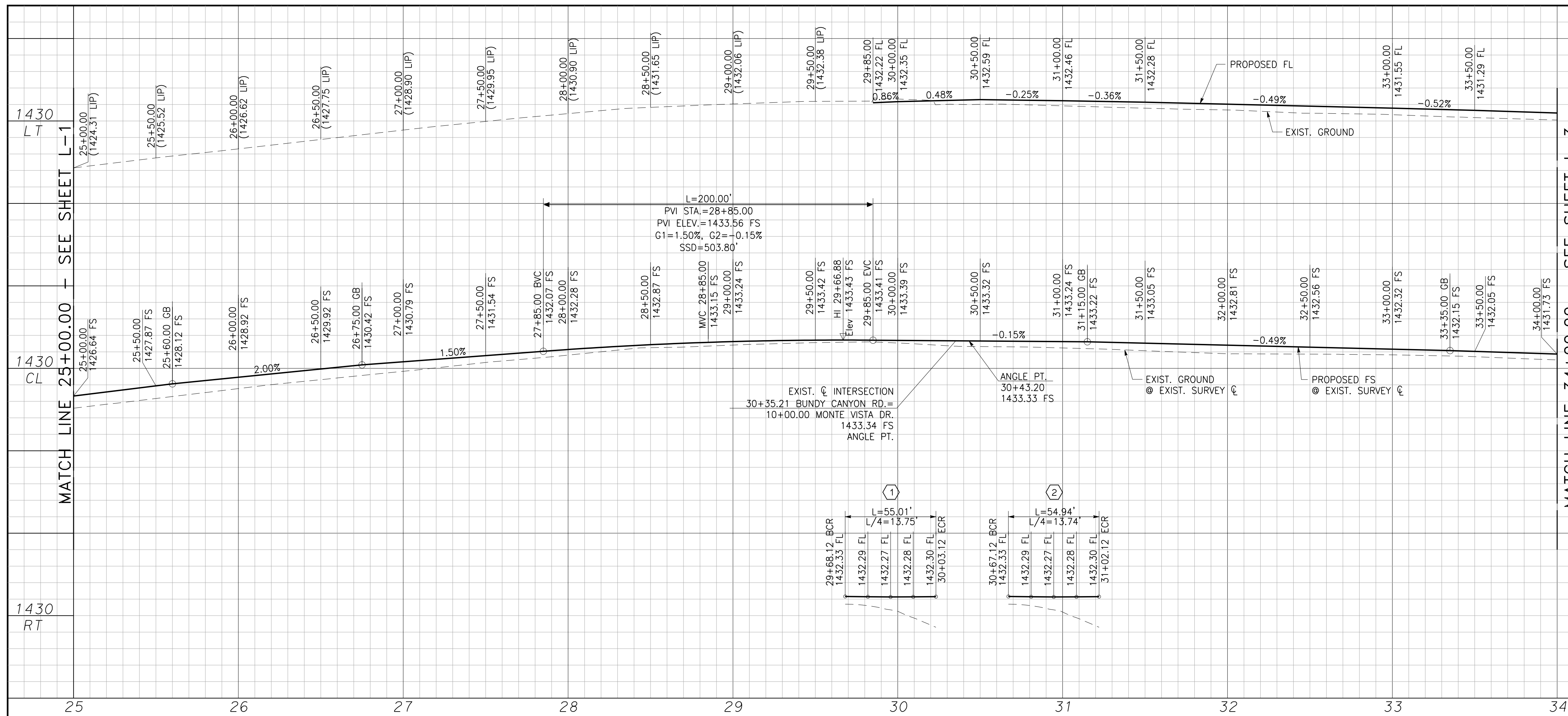
BENCHMARK:
Elevation = 1345.285
Datum = 1970 NGVD 29
BENCHMARK # E-7-70

SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
BUNDY CANYON ROAD IMPROVEMENT PROJECT
CIP 26-1 SEGMENT 1
STREET IMPROVEMENT PLANS
PLAN AND PROFILE
FROM STA 15+00.00 TO 25+00.00

SHEET No.
5
OF
46








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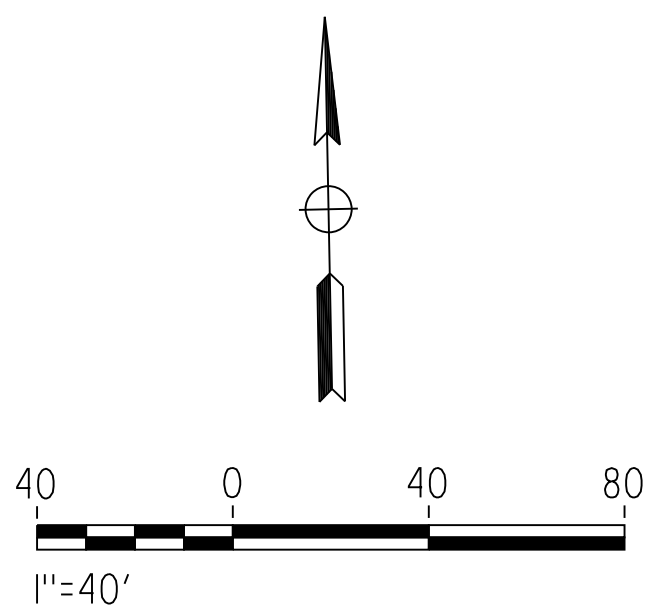
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②	78.00	28°09'26"	19.56	38.33
③	35.00	90°03'22"	35.03	55.01
④	35.00	89°56'38"	34.97	54.94

CONSTRUCTION NOTES:

- 3 — REMOVE AND DISPOSE OF EXIST. A.C. PAVEMENT, BASE AND NATIVE SOIL TO THE DEPTH OF PROPOSED PAVEMENT
- 4 — CONSTRUCT 0.20' ARHM-GG-C2 OVER 0.90' AC ("R" VALUES=25 AND T.I.=10)
- 5 — REMOVE EXIST METAL BEAM GUARDRAIL
- 6 — REMOVE EXIST FENCING
- 7 — ADJUST TO GRADE EXISTING WATER VALVES
- 9 — ADJUST TO GRADE EXISTING MANHOLE FRAME AND COVER
- 13 — REMOVE EXISTING CURB AND GUTTER AND SIDEWALK
- 15 — CONSTRUCT 8" CURB AND GUTTER PER RIV. CO. STD. DWG 201
- 16 — CONSTRUCT 8" ASPHALT CONCRETE DIKE PER RIV. CO. STD. DWG 212
- 17 — CONSTRUCT CROSS GUTTER PER RIV. CO. STD. DWG 209 (SEE SHEET CD-2)
- 18 — CONSTRUCT CURB RAMP PER RIV. CO. STD. DWG 403 (SEE SHEET CD-2)
- 32 — CONSTRUCT SIDEWALK PER RIV. CO. STD DWG 401

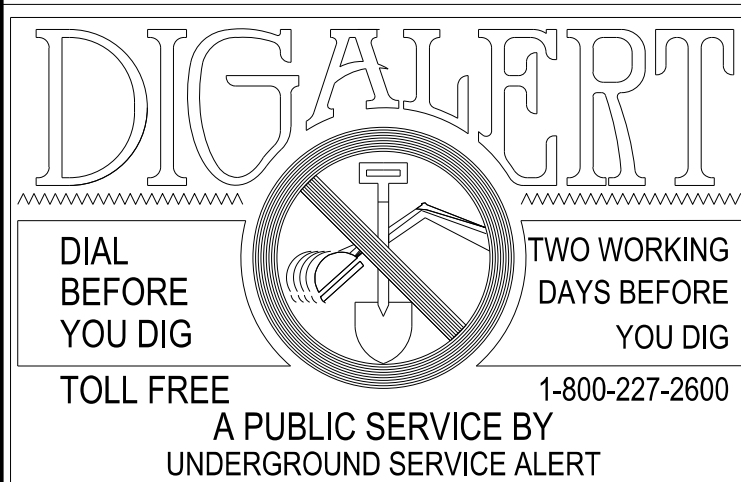
LEGEND

-  INDICATES PROPOSED ARHM AND AC PAVEMENT
 INDICATES REMOVAL OF EXISTING PAVEMENT
 INDICATES SIGNALIZED INTERSECTION
 SEE ELECTRICAL PLANS



DISPOSITION NOTE

- ☐ A PROTECT-IN-PLACE
- ☐ B TO BE RELOCATED BY OTHERS



NOTE:

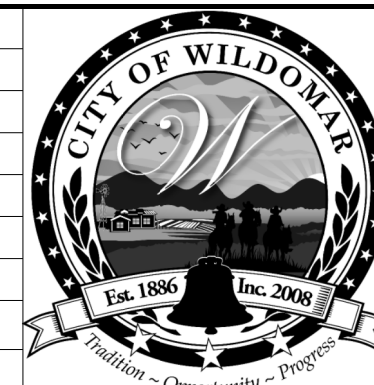
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

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ENGINEER		

REVISIONS

APPR.	DATE
CITY	



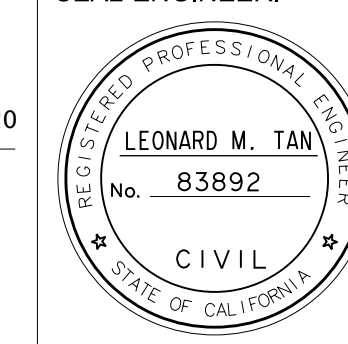
CITY OF WILDOMAR
ACCEPTED BY:

DocuSigned by:

 Date: 7/22/2020
 Daniel A. York,
 Director of Public Works/
 City Engineer, PE 43212

ACCEPTANCE AS TO CONFORMANCE
WITH APPLICABLE CITY STANDARDS AND
PRACTICES

SEAL-ENGINEER:



PARSONS
PHONE: (909) 218-3600 FAX: (909) 218-3605
3200 GUASTI ROAD, SUITE 200
ONTARIO, CA 91761

PREPARED BY: Leonard Tan
LEONARD M. TAN
R.C.E. No. 83892 EXP. 9/30/2021

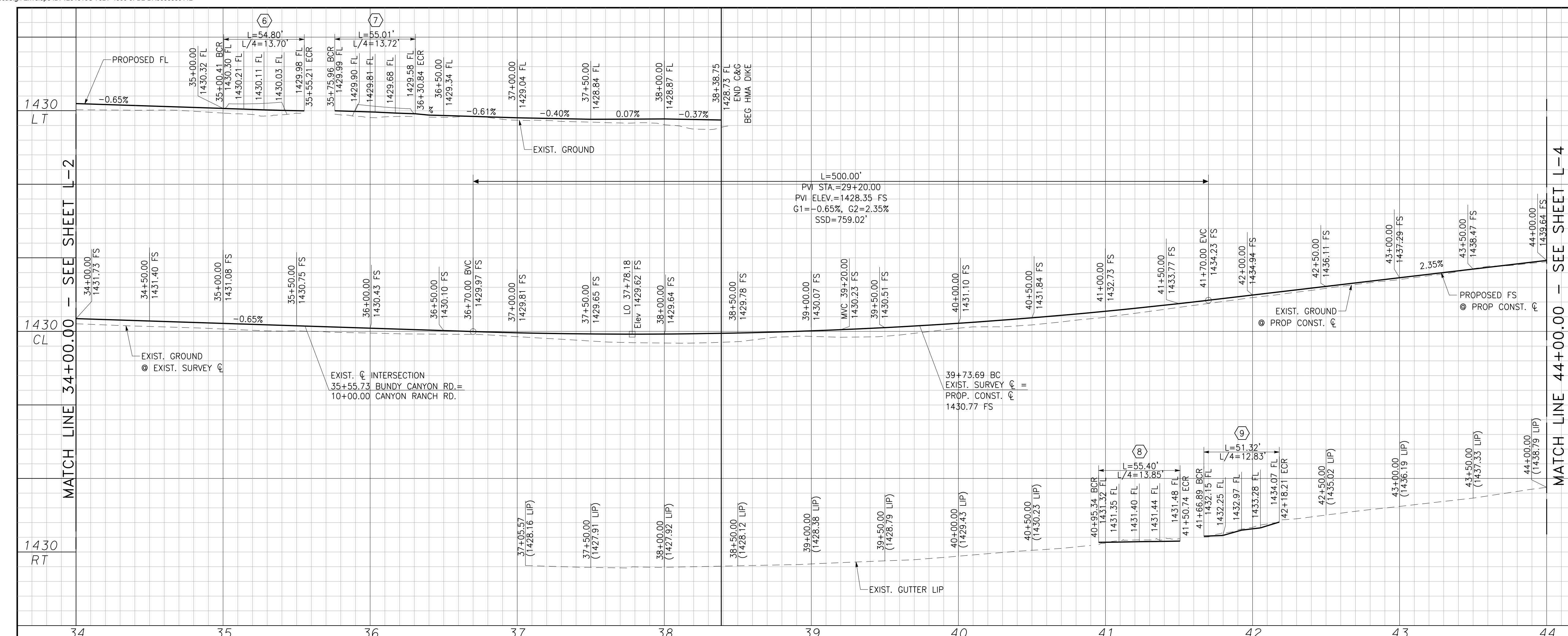
BENCHMARK:
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SCALE:
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CITY OF WILDOMAR
BUNDY CANYON ROAD IMPROVEMENT PROJECT
CIP 26-1 SEGMENT 1
STREET IMPROVEMENT PLANS
PLAN AND PROFILE
FROM STA 25+00.00 TO 34+00.00

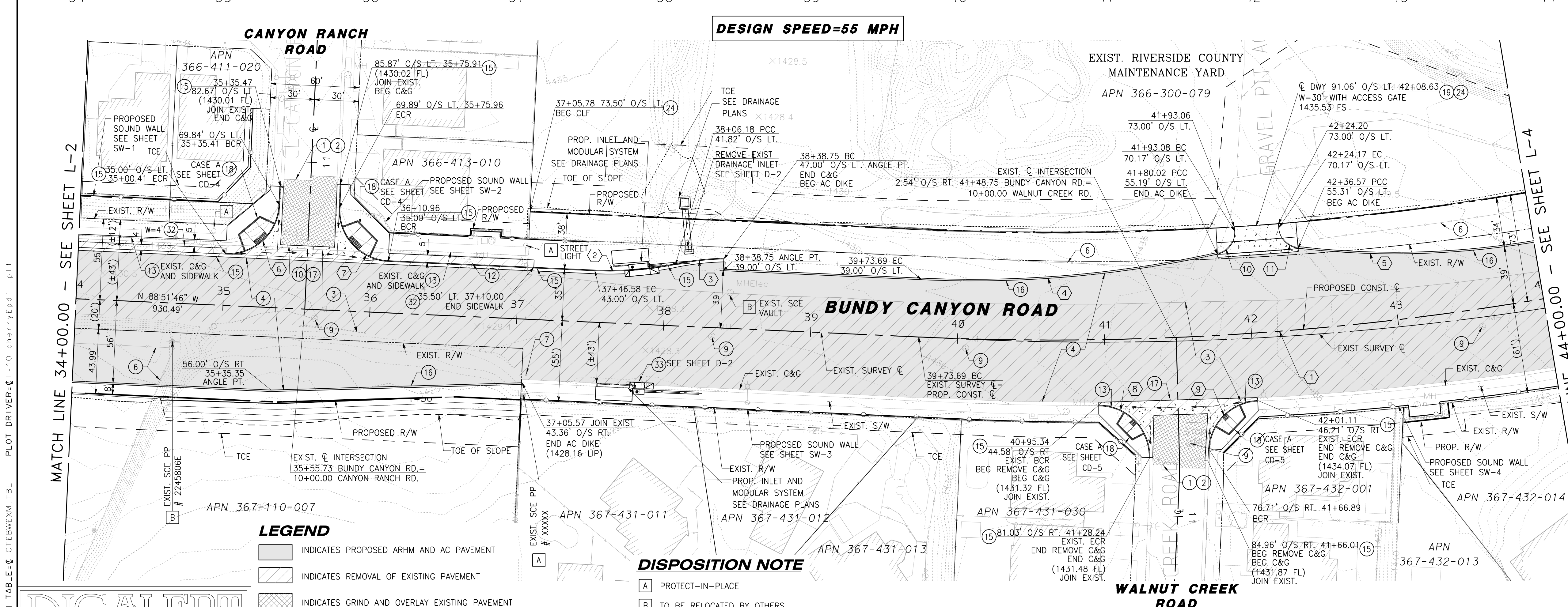
SHEET No.
6
OF
46

L-2



CURVE DATA

No.	R	Δ	T	L
①	2000.00	20°08'22"	355.17	703.00
②	222.00	14°50'06"	23.43	46.61



3	182.00	14'50"06"	23.43	46.61
4	769.13	15'05"37"	101.90	202.62
5	563.89	16'20"56"	81.00	160.90
6	35.00	89'43"55"	34.84	54.81
7	35.00	89'49"35"	81.00	54.87
8	35.00	90'41"25"	35.42	55.40
9	35.00	83'59"59"	31.51	51.31
10	15.00	45'03"56"	12.96	21.37
11	15.00	45'03"56"	12.39	20.72

CONSTRUCTION NOTES:

- SAWCUT EXISTING A.C. PAVEMENT TO FULL DEPTH
- GRIND 0.20' EXIST. AC PAVEMENT (MIN. 5') AND OVERLAY WITH ARHM CAP TO PROVIDE SMOOTH TRANSITION
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- REMOVE EXIST FENCING
- ADJUST TO GRADE EXIST. WATER VALVES
- ADJUST TO GRADE EXISTING MANHOLE FRAME AND COVER
- REMOVE CONFLICTING PORTION OF CROSS GUTTER
- CONSTRUCT REMOVABLE CURB FOR VAULT AND M.H. COVER PER S.C.E. UNDERGROUND STRUCTURE STD DWG MC-870
- REMOVE EXISTING CURB AND GUTTER
- CONSTRUCT 8" CURB AND GUTTER PER RIV. CO. STD. DWG 201
- CONSTRUCT 8" ASPHALT CONCRETE DIKE PER RIV. CO. STD. DWG 212
- CONSTRUCT CROSS GUTTER PER RIV. CO. STD. DWG 209
- CONSTRUCT CURB RAMP PER RIV. CO. STD. DWG 403
- CONSTRUCT COMMERCIAL DRIVEWAY PER RIV. CO. STD. DWG 207A
- CONSTRUCT 6' HIGH CHAIN LINK FENCE PER CALTRANS STD PLAN A85 WITH 30' WIDE GATE AND VERTICAL SLATS
- CONSTRUCT SIDEWALK PER RIV. CO. STD. DWG 401
- REMOVE EXISTING CATCH BASIN

MATCH LINE

40 0 40 80
1"=40'




<p>TIME = 3:27:52 PM</p> <p>DIAL BEFORE YOU DIG</p> <p>TWO WORKING DAYS BEFORE YOU DIG</p> <p>TOLL FREE 1-800-227-2600</p> <p>A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT</p>	<p>NOTE:</p> <p>WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.</p> <p>The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after city acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the city.</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>MARK</td> <td>BY</td> <td>DATE</td> </tr> <tr> <td colspan="3" style="text-align: center;">ENGINEER</td> </tr> </table>	MARK	BY	DATE	ENGINEER			<p>REVISIONS</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>APPR.</td> <td>DATE</td> </tr> <tr> <td colspan="2" style="text-align: center;">CITY</td> </tr> </table>	APPR.	DATE	CITY		<div style="text-align: center;">  <p>CITY OF WILDOMAR</p> <p>ACCEPTED BY:</p> <p>Designated by: <u>[Signature]</u> Date: <u>7/27/2020</u></p> <p><u>Daniel A. York</u>, Director of Public Works/ City Engineer, PE 43212</p> <p>ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES</p> </div>	<div style="text-align: center;">  <p>SEAL-ENGINEER:</p> <p>LEONARD M. TAN</p> <p>No. <u>83892</u></p> <p>CIVIL</p> <p>STATE OF CALIFORNIA</p> </div>	<div style="text-align: center;">  <p>PARSONS</p> <p>PHONE: (909) 218-3600 FAX: (909) 218-3605 3200 GUASTI ROAD, SUITE 200 ONTARIO, CA 91761</p> <p>PREPARED BY: <u>Leonard Tan</u> LEONARD M. TAN R.C.E. No. <u>83892</u> EXP. <u>9/30/2021</u></p> </div>	<p>BENCHMARK:</p> <p>Elevation = 1345.285 Datum = 1970 NGVD 29 BENCHMARK # E-7-70</p> <p>SCALE:</p> <p>H: As Noted V: As Noted</p>	<div style="text-align: center;"> <p>CITY OF WILDOMAR</p> <p>BUNDY CANYON ROAD IMPROVEMENT PROJECT</p> <p>CIP 26-1 SEGMENT 1</p> <p>STREET IMPROVEMENT PLANS</p> <p>PLAN AND PROFILE</p> <p>FROM STA 34+00.00 TO 44+00.00</p> </div>	<p>SHEET No.</p> <p>7</p> <p>OF</p> <p>46</p> <p>L-3</p>
			MARK	BY	DATE															
ENGINEER																				
APPR.	DATE																			
CITY																				

EXHIBIT B

EVMWD CONTRIBUTION

Bid Item	Description	Units	Estimated Quantity	Contractor Total Price
8	Relocate Water Meter	2	5,247.00	10,494.00
9	Relocate Fire Hydrant and Assembly	2	8,669.00	17,338.00
30	Adjust Manhole Frame and Cover to Grade	14	971.00	13,594.00
	Contingency			
8	Relocate Water Meter	1	5,247.00	5,247.00
9	Relocate Fire Hydrant and Assembly	1	8,669.00	8,669.00
30	Adjust Manhole Frame and Cover to Grade	4	971.00	3,884.00
	Total			\$59,226.00

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: January 13, 2021

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: COVID-19 Update

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council receive and file the COVID-19 Update and provide direction as desired.

DISCUSSION:

Staff will be providing an update on actions taken by the City in response to COVID-19 and is requesting Council to provide direction as desired.

FISCAL IMPACT:

None.

Submitted & Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

1. Riverside University Health System Public Health- COVID-19 Vaccine Current Schedule

COVID-19 VACCINES COMING SOON

VACCINES AVAILABLE FOR EMPLOYEES WHO WORK IN

- Acute Care
- Skilled Nursing Facilities and Assisted Living Facilities (medically vulnerable individuals)
- First Responders (paramedic/EMTs)
- Correctional Hospitals
- Behavior Health (psychiatric)
- Dialysis Centers (staff)
- Pharmacist & Pharmacy Staff
- Intermediate Care Facilities
- Home Health and IHSS
- Public Health (field)/DPSS
- Community Health Workers
- Primary Care & Community Clinics
- Urgent Cares (stand-alone)
- Specialty Clinics
- Laboratory Workers
- Dental/Oral Health Clinics
- Mortuary Services Industries

Vaccines are available at this time only for those individuals who work in the above settings located within Riverside County. If you work outside of the county, then please coordinate with that local health department.

LOCATIONS & REGISTRATION INFORMATION

Wednesday, January 6, 2021

9:00 AM – 3:00 PM

Ben Clark Training Center

16902 Bundy Avenue – Room G1 & G2
Riverside, CA 92518

&

Thursday, January 7, 2021

9:00 AM – 3:00 PM

Roy Wilson Training Center

72564 Ramon Road
Thousand Palms, CA 92276

https://cw.calvax.org/clinic/private_registration/K7tYOi

https://cw.calvax.org/clinic/private_registration/NBLcnW

Starting January 5, 2021, appointments for vaccines will be phased over the course of the week for those groups in Phase 1a: Including Tier 1, Tier 2 & Tier 3. More information on scheduling and prioritization will be posted with links to the Riverside University Health System Vaccine website:

<https://www.ruhealth.org/covid-19-vaccine>

PHASE 1a

**Persons at risk of exposure to SARS-CoV-2 through their work
In any role in direct health care of long-term care settings**

Vaccinating NOW

Tier 1

- ☒ Acute Care
- ☒ Skilled Nursing Facilities and Assisted Living Facilities (medically vulnerable individuals)
- ☒ First Responders (paramedic/EMTs)
- ☒ Correctional Hospitals
- ☒ Behavior Health (psychiatric)
- ☒ Dialysis Centers (staff)
- ☒ Pharmacies*(vaccinating public)

*Assisting the county in vaccination efforts

Vaccinating NOW

Tier 2

- ☒ Intermediate Care Facilities
- ☒ Home Health and IHSS
- ☒ Public Health (field)/DPSS
- ☒ Community Health Workers
- ☒ Primary Care & Community Clinics
- ☒ Urgent Cares (stand-alone)

Vaccinating NOW

Tier 3

- ☒ Specialty Clinics
- ☒ Laboratory Workers
- ☒ Dental/Oral Health Clinics
- ☒ Pharmacy Staff (not working in setting at higher tiers)
- ☒ Mortuary Services Industries

PHASE 1b

- ☐ Persons age 75 years and older
- ☐ Healthcare Personnel not included in 1-A
- ☐ Law Enforcement Personnel (firefighters, police officers, correctional officers)
- ☐ Food Packing & Distribution Centers
- ☐ Agriculture, Manufacturing & Grocery Workers
- ☐ Teachers, School Staff & Childcare Providers
- ☐ The High Risk for Severe Illness with Underlying Conditions
- ☐ U.S. Postal Services Workers
- ☐ Public Transit Workers

PHASE 1c

- ☐ Persons 65 - 74 years
- ☐ Persons aged 16 - 64 years with Medical Conditions that Increase the Risk for Severe COVID-19
- ☐ All Other Essential Workers:
 - ☐ Transportation & Logistics
 - ☐ Water & Waste
 - ☐ Food Service, Shelter and Housing (e.g., Construction)
 - ☐ Finance (e.g., Banker Tellers)
 - ☐ Information Technology, Communications, Energy, Legal, Media & Public Safety (e.g., Engineers)
 - ☐ Public Health Workers

Currently there are limited supplies of vaccine. This information will be updated when supplies improve

<https://www.ruhealth.org/covid-19-vaccine>

Revised 1/5/2021

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item#3.2
GENERAL BUSINESS
Meeting Date: January 13th, 2021

TO: Mayor and City Council Members

FROM: Robert Howell, Acting Administrative Services Director

PREPARED BY: Adam Jantz, Administrative Analyst II

SUBJECT: FY 2020-21 Mid-Year Quarter Budget Report

STAFF REPORT

RECOMMENDATIONS:

Staff recommends that the City Council review and consider approval of the Fiscal Year 2020-21 Mid-Year Budget Report, and adopt a Resolution entitled:

RESOLUTION NO. 2021 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2020-21 BUDGETED
REVENUES AND EXPENSES

MID-YEAR BUDGET REPORT

BACKGROUND:

This Mid-Year budget report for Fiscal Year 2020-21 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.

Also considered in this Mid-Year budget report are the current and future effects of the ongoing Coronavirus (COVID-19) situation and its effects on businesses and other activities within the City.

The emphasis of this report is on the General Fund (100) which funds most of the government services such as public safety, general administrative services, building, planning, economic development, etc. and the significant recommended adjustments related to the Non-General Funds. This report also discusses prior year results, budget trends, and the economic/political outlook that may impact the City's resources.

The primary purposes of this Mid-Year Budget report are to:

- Recommend budgetary changes to address known budget deficiencies
- Recommend budget changes to align the budget with projected fiscal year-end actual costs
- Identify changes which materially impact fund balances
- Give consideration and direction to proposed decision packages.

DISCUSSION:

On June 26, 2019, the City Council adopted the biennial operating budget for fiscal years 2019-20 and 2020-21 for the City of Wildomar. On June 24th, 2020, the City Council adopted the FY 2020-21 Amended Budget that incorporated changes in response to the current Covid-19 situation. That budget plan represented a conservative and balanced budget for fiscal year 2020-21 totaling \$13,267,200 in General Fund revenue and \$13,216,800 in General Fund expenditures. Other General Fund revenues, which include Measure AA, were budgeted at \$2,100,000 with Other General Fund expenditures totaling \$2,716,900. Non-General Fund revenues summed from all other funds totaled \$17,024,200 and expenditures were budgeted at \$18,943,400.

On October 14th, 2020, Council adopted the 1st Quarter Budget Adjustments for FY 2020-21. These increased General Fund Revenue by \$2,000 to \$13,269,200 and General Fund Expenditures by \$42,800 to \$13,259,600. Non-General Fund revenues were increased by \$374,600 to \$17,398,800. Non-General Fund expenditures were increased by \$403,700 to \$19,347,100.

In this FY 2020-21 Mid-Year budget presentation, General Fund revenue projections are \$13,297,600, a net increase of \$28,400. This is primarily due to a \$26,907 refund for a portion of the FY2019/20 PARSAC (Public Agency Risk Sharing Authority of California) premium.

For Non-General Funds, the anticipated revenues are \$17,546,500, which is a net increase of \$147,700. The major changes are in the Supplemental Law Enforcement Services Fund (SLESF) and Covid-19 Fund. Revenue in the SLESF Fund 281 is recommended to increase by \$56,800 to incorporate an additional payment from the County. The Covid-19 Fund 290 is recommended to increase as well by an additional \$76,500 to include the final payments of the current CARES Act funding.

For General Fund expenditures, staff is proposing no overall net change to the budget. However, there are some internal changes within the fund. One of the most notable changes is the allocation from the City Attorney's retainer budget to the various departments that utilized legal services during the 2nd quarter. This decreases the City Attorney's budget by \$37,900 and is spread across the various other departments to cover their legal expenditures. These adjustments have no net effect on the General Fund Balance. The City Council Department is adding \$2,500 for the purchase of City-branded apparel. The Non-Departmental Cost-Center is increasing expenditures by \$13,200 primarily due to the purchase of Endpoint Anti-Virus, Barracuda and Adobe software packages totaling \$12,600, which were not included in the original fiscal year 2020-21

budget. Private Development program expenditures are projected to decrease by \$10,300 due to the decline in recent development activity as compared to plan.

In Other General Fund expenditures, staff is recommending a net increase in Measure AA expenditures of \$207,600. The most significant increase is from the fire services. The City is completing the purchase process of the new Medic Squad vehicle MS61 and recommends increasing the budget by \$149,800 to accommodate the cost of the vehicle. This cost is less than the \$225,000 planned to be spent in fiscal year 2019-20. Staff is also recommending reallocating capital project expenditures. Bundy Canyon Widening expenditures under Measure AA are recommended to decrease \$152,700 while Traffic Signal projects CIP077 and CIP078 increase \$57,600 and \$133,600, respectively. Homeless Services under Measure AA are also projected to increase \$19,300 due to increased legal expenditures relating to homeless activity. Fund balance would be \$1,034,078 after these changes.

Non-General Fund expenditures are recommended to decrease a net \$2,859,000. Most of this net decrease is due to the delay of construction for the Clinton Keith Widening project. This decreases the planned expenditures in Fund 503 by \$2,740,000. Other significant changes are in the LLMD (Landscape & Lighting Maintenance District 89-1C), Covid-19 program, and the Capital Projects Funds.

Staff recommends an increase of \$15,700 in the LLMD 89-1C fund expenditures. Most of this is for general administration costs by the City's assessment district contractor which were not included in the revised fiscal year 2020-21 budget. Covid-19 fund expenditures are projected to increase \$76,500 to correspond with the additional \$76,500 in CARES Acts funding the City received. Most of the remaining expenditure adjustments in Non-General Funds relate to Capital Infrastructure Projects.

In addition to the above budget adjustments, staff is also bringing 15 decision packages before the City Council for consideration. The total cost of these decision packages is \$317,900, as follows: \$180,200 - General Fund, \$133,600 - Measure AA Fund, and \$4,100 – Measure Z Fund.

FISCAL IMPACT:

MID-YEAR BUDGET REPORT:

\$28,400 General Fund Revenue Increase
\$207,600 Other General Fund Expenditure Increase- Measure AA
\$147,700 Non-General Fund Revenue Increase
\$2,859,000 Non-General Fund Expenditures Decrease

Submitted by:
Robert Howell
Acting Administrative Services Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

1. Resolution 2021-XX
2. FY 2020-21 Mid-Year Budget Financial Reports and Proposed Adjustments
3. FY 2020-21 Mid-Year Budget Decision Packages

RESOLUTION NO. 2021 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2020-21 BUDGETED
REVENUES AND EXPENSES**

WHEREAS, The City of Wildomar Biennial Budget for FY 2019-20 and 2020-21 was approved by the Wildomar City Council on June 26th, 2019.

WHEREAS, The City of Wildomar FY 2020-21 Budget was amended and approved by the Wildomar City Council on June 24th, 2020

WHEREAS, The City of Wildomar FY 2020-21 Budget was amended and approved by the Wildomar City Council on October 14th, 2020

WHEREAS, changing economic conditions, program and service reviews require that the original approved budget be regularly monitored and updated: and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar authorizes the amendment to the FY 2020-21 Budgets increasing the total amount of projected revenues to \$32,945,100 and total projected expenditures to \$32,725,200 as shown in the documents attached as Exhibit "A".

PASSED, APPROVED AND ADOPTED this 13th day of January, 2021.

Dustin Nigg
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales
City Clerk

EXHIBIT "A"

Total City of Wildomar Budget Summary							
FY 2020-21 Budget Review							
2nd Quarter FY2020-21							
	Estimated Fund Balance	Approved Revenues	Proposed 2nd Qtr Revenue Adjustments	Estimated Funds Available	Approved Appropriations	Proposed 2nd Qtr Expenditure Adjustments	Estimated Available Fund Balance
	6/30/2020	2020-21	2020-21	2020-21	2020-21	2020-21	6/30/2021
General Fund							
100 General Fund	\$ 943,502	\$ 13,269,200	\$ 28,400	\$ 14,241,102	\$ 13,259,600	\$ -	\$ 981,502
110 Development Agreement	41,620	1,000	-	42,620	-	-	42,620
120 Measure AA	1,911,578	2,100,000	-	4,011,578	2,769,900	207,600	1,034,078
Total General Funds	2,896,700	15,370,200	28,400	18,295,300	16,029,500	207,600	2,058,200
Non-General Funds							
200 Gas Tax	(515,487)	854,800	-	339,313	794,800	-	(455,487)
201 Measure A	(99,226)	565,000	-	465,774	721,700	(3,400)	(252,526)
203 TDA Fund	-	269,800	-	269,800	275,000	-	(5,200)
210 AQMD	124,743	45,000	-	169,743	45,000	8,200	116,543
251 LLMD 89-1C	909,416	327,800	-	1,237,216	166,300	15,700	1,055,216
252 CSA-22	(71,878)	31,300	-	(40,578)	45,000	-	(85,578)
253 CSA-103	(290,143)	171,700	-	(118,443)	197,700	-	(316,143)
254 CSA-142	96,482	36,300	-	132,782	37,600	-	95,182
255 Measure Z Parks Fund	101,424	442,100	-	543,524	465,400	-	78,124
259 CFD 2017-1 DIF Deferral	14,421	89,300	-	103,721	83,000	-	20,721
260 CFD 2013-1 Maintenance	116,279	53,100	-	169,379	54,700	-	114,679
261 CFD 2013-1 Annex 1 Zone 3	156,683	60,300	-	216,983	60,400	-	156,583
262 CFD 2013-1 Annex 2 Zone 4	(1,502)	300	-	(1,202)	2,100	-	(3,302)
263 CFD 2013-1 Annex 3 Zone 5	79,904	39,900	-	119,804	40,000	-	79,804
264 CFD 2013-1 Annex 4 Zone 6	-	-	-	-	-	-	-
265 CFD 2013-1 Annex 5 Zone 7	-	-	-	-	-	-	-
266 CFD 2013-1 Annex 6 Zone 8	15,710	8,700	-	24,410	8,700	-	15,710
267 CFD 2013-1 Annex 7 Zone 9	26,520	10,900	-	37,420	10,800	-	26,620
268 CFD 2013-1 Annex 8 Zone 10	-	-	-	-	-	-	-
269 CFD 2013-1 Spec Tax B	197	120,100	-	120,297	120,100	-	197
270 CFD 2013-1 Zone 11	10,693	16,500	-	27,193	16,300	-	10,893
271 CFD 2013-1 Zone 13	254	1,100	-	1,354	600	-	754
272 CFD 2013-1 Zone 14	4,302	6,700	-	11,002	6,600	-	4,402
273 CFD 2013-1 Zone 15	-	16,200	-	16,200	8,600	-	7,600
274 CFD 2013-1 Zone 16	-	6,800	-	6,800	6,800	-	-
275 CFD 2013-1 Zone 17	-	21,000	-	21,000	21,000	-	-
276 CFD 2013-1 Zone 18	-	15,400	-	15,400	15,400	-	-
277 CFD 2013-1 Zone 19	-	-	-	-	-	-	-
278 CFD 2013-1 Zone 20	-	-	-	-	-	-	-
279 CFD 2013-1 Zone 21	-	-	-	-	-	-	-
280 Grants	131,699	174,000	-	305,699	200,900	2,200	102,599
281 SLESF	47	100,000	56,800	156,847	100,000	-	56,847
282 CDBG	178	61,000	-	61,178	61,000	-	178
283 PEG Grant	10,114	33,000	-	43,114	28,400	-	14,714
284 Streetlights	131,050	178,800	-	309,850	196,900	-	112,950
290 COVID-19	3,977	229,600	76,500	310,077	229,600	76,500	3,977
300 Cemetery	1,163,846	565,000	4,100	1,732,946	663,000	-	1,069,946
301 Cemetery Endowment	267,848	17,400	10,300	295,548	-	-	295,548
302 Cemetery CIP	14,502	-	-	14,502	-	-	14,502
410 Administrative Svs - Dif	(128,289)	7,000	-	(121,289)	10,000	-	(131,289)
420 Public Facilities - Dif	363,222	42,900	-	406,122	105,000	-	301,122
421 Police - Dif	315,796	25,300	-	341,096	-	-	341,096
422 Animal Shelter - Dif	(431,589)	19,500	-	(412,089)	82,900	-	(494,989)
423 Corporate Yard - Dif	(44,866)	13,900	-	(30,966)	-	-	(30,966)
430 Fire Facilities - Dif	736,374	49,000	-	785,374	-	-	785,374
440 Trans & Roads - Dif	2,402,211	507,600	-	2,909,811	1,732,400	-	1,177,411
450 Trans & Signals - Dif	735,152	141,900	-	877,052	573,000	16,500	287,552
451 Drainage - Dif	344,349	269,900	-	614,249	140,400	(16,800)	490,649
460 Park Land Acquisitions-Dif	298,978	46,700	-	345,678	-	-	345,678
461 Park Improvements-Dif	195,377	307,500	-	502,877	203,800	-	299,077
470 Community Center - Dif	154,878	37,100	-	191,978	-	-	191,978
480 Multi-purpose Trails - Dif	306,744	83,300	-	390,044	5,600	-	384,444
490 Library - Dif	158,665	-	-	158,665	19,000	-	139,665
500 RMRA Capital Projects	704,092	620,000	-	1,324,092	1,320,000	(294,000)	298,092
501 Capital Reinvestment	3,253	-	-	3,253	-	-	3,253
502 RCFC Fund	-	327,000	-	327,000	327,000	(110,200)	110,200
503 TUMF Fund	(65,110)	5,868,600	-	5,803,490	5,803,400	(2,523,790)	2,523,790
504 CMAQ Fund	12	-	-	12	-	-	12
505 MSRC Fund	-	50,000	-	50,000	50,000	(50,000)	50,000
506 HSIP Fund	50,249	671,200	-	721,449	615,200	-	106,249
507 Misc State Funded Projects	-	75,500	-	75,500	10,000	20,000	45,500
508 Local Capital Grants	-	3,666,000	-	3,666,000	3,666,000	-	-
Total Non-General Funds	\$ 8,501,551	\$ 17,398,800	\$ 147,700	\$ 26,048,051	\$ 19,347,100	\$ (2,859,000)	\$ 9,559,951
Total City Funds	\$ 11,398,251	\$ 32,769,000	\$ 176,100	\$ 44,343,351	\$ 35,376,600	\$ (2,651,400)	\$ 11,618,151
Total Amended Revenue							
\$ 32,945,100				Total Amended Expenditures			
				\$ 32,725,200			

**Total City of Wildomar Budget Summary**

FY 2020-21 Budget Review

2nd Quarter FY2020-21

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120 Measure AA	1,911,578	2,100,000	-	4,011,578	2,769,900	207,600	1,034,078
Total General Funds	2,896,700	15,370,200	28,400	18,295,300	16,029,500	207,600	2,058,200
Non-General Funds							
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201 Measure A	(99,226)	565,000	-	465,774	721,700	(3,400)	(252,526)
203 TDA Fund	-	269,800	-	269,800	275,000	-	(5,200)
210 AQMD	124,743	45,000	-	169,743	45,000	8,200	116,543
251 LLMD 89-1C	909,416	327,800	-	1,237,216	166,300	15,700	1,055,216
252 CSA-22	(71,878)	31,300	-	(40,578)	45,000	-	(85,578)
253 CSA-103	(290,143)	171,700	-	(118,443)	197,700	-	(316,143)
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261 CFD 2013-1 Annex 1 Zone 3	156,683	60,300	-	216,983	60,400	-	156,583
262 CFD 2013-1 Annex 2 Zone 4	(1,502)	300	-	(1,202)	2,100	-	(3,302)
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265 CFD 2013-1 Annex 5 Zone 7	-	-	-	-	-	-	-
266 CFD 2013-1 Annex 6 Zone 8	15,710	8,700	-	24,410	8,700	-	15,710
267 CFD 2013-1 Annex 7 Zone 9	26,520	10,900	-	37,420	10,800	-	26,620
268 CFD 2013-1 Annex 8 Zone 10	-	-	-	-	-	-	-
269 CFD 2013-1 Spec Tax B	197	120,100	-	120,297	120,100	-	197
270 CFD 2013-1 Zone 11	10,693	16,500	-	27,193	16,300	-	10,893
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274 CFD 2013-1 Zone 16	-	6,800	-	6,800	6,800	-	-
275 CFD 2013-1 Zone 17	-	21,000	-	21,000	21,000	-	-
276 CFD 2013-1 Zone 18	-	15,400	-	15,400	15,400	-	-
277 CFD 2013-1 Zone 19	-	-	-	-	-	-	-
278 CFD 2013-1 Zone 20	-	-	-	-	-	-	-
279 CFD 2013-1 Zone 21	-	-	-	-	-	-	-
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281 SLESF	47	100,000	56,800	156,847	100,000	-	56,847
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301 Cemetery Endowment	267,848	17,400	10,300	295,548	-	-	295,548
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470 Community Center - Dif	154,878	37,100	-	191,978	-	-	191,978
480 Multi-purpose Trails - Dif	306,744	83,300	-	390,044	5,600	-	384,444
490 Library - Dif	158,665	-	-	158,665	19,000	-	139,665
500 RMRA Capital Projects	704,092	620,000	-	1,324,092	1,320,000	(294,000)	298,092
501 Capital Reinvestment	3,253	-	-	3,253	-	-	3,253
502 RCFC Fund	-	327,000	-	327,000	327,000	(110,200)	110,200
503 TUMF Fund	(65,110)	5,868,600	-	5,803,490	5,803,400	(2,523,700)	2,523,790
504 CMAQ Fund	12	-	-	12	-	-	12
505 MSRC Fund	-	50,000	-	50,000	50,000	(50,000)	50,000
506 HSIP Fund	50,249	671,200	-	721,449	615,200	-	106,249
507 Misc State Funded Projects	-	75,500	-	75,500	10,000	20,000	45,500
508 Local Capital Grants	-	3,666,000	-	3,666,000	3,666,000	-	-
Total Non-General Funds	\$ 8,501,551	\$ 17,398,800	\$ 147,700	\$ 26,048,051	\$ 19,347,100	\$ (2,859,000)	\$ 9,559,951
Total City Funds	\$ 11,398,251	\$ 32,769,000	\$ 176,100	\$ 44,343,351	\$ 35,376,600	\$ (2,651,400)	\$ 11,618,151

Total Amended Revenue

\$ 32,945,100

Total Amended Expenditures

\$ 32,725,200

City of Wildomar
Revenue Group Budget Report
2nd Quarter Report FY 2020/21
July 1, 2020 to December 31, 2020

Account Number	Budget	6 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
100 General Fund						
3100 Sales & Use Tax	1,768,000	596,761	1,171,239	34%	-	1,768,000
3104 Pass Through Payment	95,000	-	95,000	0%	-	95,000
3105 Property Tax-Secured	4,216,000	1,309,620	2,906,380	31%	-	4,216,000
3106 Property Tax-Unsecured	221,800	179,273	42,527	81%	-	221,800
3107 Property Tax-Prior Year	149,400	-	149,400	0%	-	149,400
3108 Property Tax-HOPTR	45,000	-	45,000	0%	-	45,000
3109 Property Tax-Supplemental, SBE	65,100	-	65,100	0%	-	65,100
3110 Real Property Transfer Tax	170,400	65,764	104,636	39%	-	170,400
3113 Property Tax-Misc Adjustments	4,000	763	3,237	19%	-	4,000
3120 Franchise Fee-Solid Waste	363,500	74,177	289,323	20%	-	363,500
3121 Franchise Fee-Electricity	300,000	-	300,000	0%	-	300,000
3122 Franchise Fee-Gas	80,000	-	80,000	0%	-	80,000
3123 Franchise Fee Cable-Charter	178,300	45,421	132,879	25%	-	178,300
3124 Franchise Fee-Telecomm-Frontier	134,200	27,519	106,681	21%	-	134,200
3200 Business Registration Fee	35,000	7,798	27,202	22%	-	35,000
3201 NPDES Inspection Fee	8,500	-	8,500	0%	-	8,500
3210 Planning Fee	-	350	(350)	0%	400	400
3230 Develop/Engineering Permit Fee	30,000	12,261	17,739	41%	-	30,000
3240 Building & Safety Fee	286,000	137,932	148,068	48%	-	286,000
3250 Fire Fees	62,100	32,164	29,936	52%	-	62,100
3260 Private Development Fee - PLN & BLD	540,200	70,379	469,821	13%	-	540,200
3261 Private Development Fee - ENG	559,800	103,314	456,486	18%	-	559,800
3268 Code Enforcement Revenue	25,000	4,304	20,697	17%	-	25,000
3220 Cannabis Application Fee	240,600	46,148	194,452	19%	-	240,600
3221 Cannabis Regulatory Fee	135,000	-	135,000	0%	-	135,000
3270 Fines & Forfeitures	55,000	16,727	38,273	30%	-	55,000
3271 AMR Fines	16,500	-	16,500	0%	-	16,500
3300 Abandoned Property Registration	1,800	500	1,300	28%	-	1,800
3310 Public Safety Revenue	23,000	5,568	17,432	24%	-	23,000
3320 Special Event Revenue	7,000	1,500	5,500	21%	-	7,000
3321 Community Room Rental Fee	1,000	-	1,000	0%	-	1,000
3324 RTA Bus Pass	500	60	440	12%	-	500
3500 Motor Vehicle License Fee	30,000	-	30,000	0%	-	30,000
3501 Vehicle License Fee Replacement SB130	2,845,000	-	2,845,000	0%	-	2,845,000
3525 SB90 State Mandated Cost Reimb	22,600	-	22,600	0%	-	22,600
3535 County/Special Dist. Reimb.	32,900	6,957	25,943	21%	-	32,900
3800 Interest Income	50,000	8,556	41,444	17%	-	50,000
3803 NSF Fees	100	-	100	0%	-	100
3848 Breakfast with Santa	2,000	-	2,000	0%	-	2,000
3850 Miscellaneous Income	3,000	28,127	(25,127)	938%	28,000	31,000
3852 Donations	2,000	2,000	-	100%	-	2,000
3900 Transfers In	463,900	-	463,900	0%	-	463,900
Total General Fund	13,269,200	2,783,944	10,485,256	21%	28,400	13,297,600

City of Wildomar
Revenue Group Budget Report
2nd Quarter Report FY 2020/21
July 1, 2020 to December 31, 2020

Account Number	Budget	6 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
110 Development Agreement						
3232 Development Agreement Fee	1,000	-	1,000	0%		1,000
Total Development Agreement	1,000	-	1,000	0%	-	1,000
120 Measure AA Fund						
3100 Sales & Use Tax	2,100,000	1,007,451	1,092,549	48%		2,100,000
Total Measure AA Fund	2,100,000	1,007,451	1,092,549	48%	-	2,100,000
200 Gas Tax						
3503 Gas Tax 2103	304,700	122,482	182,218	40%	-	304,700
3505 Gas Tax 2105	191,200	81,770	109,430	43%	-	191,200
3506 Gas Tax 2106	122,900	52,263	70,637	43%	-	122,900
3507 Gas Tax 2107	230,000	112,936	117,064	49%	-	230,000
3508 Gas Tax 2107.5	6,000	6,000	-	100%	-	6,000
Total Gas Tax	854,800	375,452	479,348	44%	-	854,800
201 Measure A						
3520 Measure A Revenue	565,000	197,227	367,773	35%	-	565,000
Total Measure A	565,000	197,227	367,773	35%	-	565,000
203 TDA Fund						
3524 TDA Article 3 Rev	269,800	-	269,800	0%	-	269,800
Total TDA Fund	269,800	-	269,800	0%	-	269,800
210 AQMD						
3510 AQMD-AB2766	45,000	12,245	32,755	27%	-	45,000
Total AQMD	45,000	12,245	32,755	27%	-	45,000

City of Wildomar
Revenue Group Budget Report
2nd Quarter Report FY 2020/21
July 1, 2020 to December 31, 2020

Account Number	Budget	6 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
251 LLMD 89-1C						
8181 Zone 181 Special Assessment	25,900	-	25,900	0%		25,900
8803 Zone 3 Special Assessment	107,700	-	107,700	0%		107,700
8818 Zone 18 STL Special Assessment	900	-	900	0%		900
8826 Zone 26 STL Special Assessment	1,200	-	1,200	0%		1,200
8827 Zone 27 STL Special Assessment	1,400	-	1,400	0%		1,400
8829 Zone 29 Special Assessment	1,100	-	1,100	0%		1,100
8830 Zone 30 Special Assessment	33,200	-	33,200	0%		33,200
8835 Zone 35 STL Special Assessment	100	-	100	0%		100
8842 Zone 42 Special Assessment	35,200	-	35,200	0%		35,200
8850 Zone 50 STL Special Assessment	400	-	400	0%		400
8851 Zone 51 Special Assessment	8,400	-	8,400	0%		8,400
8852 Zone 52 Special Assessment	67,300	-	67,300	0%		67,300
8859 Zone 59 Special Assessment	5,300	-	5,300	0%		5,300
8862 Zone 62 Special Assessment	18,000	-	18,000	0%		18,000
8867 Zone 67 Special Assessment	7,800	-	7,800	0%		7,800
8870 Zone 70 STL Special Assessment	1,300	-	1,300	0%		1,300
8871 Zone 71 Special Assessment	500	-	500	0%		500
8872 Zone 71 Spec. Assess-Lighting	11,200	-	11,200	0%		11,200
8873 Zone 73 STL Special Assessment	900	-	900	0%		900
Total LLMD 89-1C	327,800	-	327,800	0%	-	327,800
252 CSA-22						
3550 Special Assessment	31,300	-	31,300	0%		31,300
Total CSA-22	31,300	-	31,300	0%	-	31,300
253 CSA-103						
3557 Special Assessment - Street Lights	149,100	-	149,100	0%		149,100
3558 Special Assessment - Landscape	22,600	-	22,600	0%		22,600
Total CSA-103	171,700	-	171,700	0%	-	171,700
254 CSA-142						
3550 Special Assessment	36,300	-	36,300	0%		36,300
Total CSA-142	36,300	-	36,300	0%	-	36,300

City of Wildomar
Revenue Group Budget Report
2nd Quarter Report FY 2020/21
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Account Number	Budget	6 Month Actuals	Remaining Budget	% Received	Requested Budget Change	Proposed Budget
255 Measure Z Park						
3320 Special Event Revenue	46,000	-	46,000	0%		46,000
3550 Special Assessment	385,000	-	385,000	0%		385,000
3553 MARNA O'BRIEN PARK-FACILITY RENT	11,000	(345)	11,345	-3%		11,000
3555 WINDSONG PARK-FACILITY RENT	100	-	100	0%		100
Total Measure Z Park	442,100	(345)	442,445	0%	-	442,100
259 CFD 2017-1 DIF Deferral						
3552 Special Assessment	89,300	-	89,300	0%		89,300
Total CFD 2017-1	89,300	-	89,300	0%	-	89,300
260 CFD 2013-1						
3551 Special Assessment Tax A - Maintenance	53,100	-	53,100	0%		53,100
Total CFD 2013-1	53,100	-	53,100	0%	-	53,100
261 CFD 2013-1 Annex 1 Zn 3						
3551 Special Assessment Tax A- Maintenance	60,300	-	60,300	0%		60,300
Total CFD 2013-1 Annex 1 Zn 3	60,300	-	60,300	0%	-	60,300
262 CFD 2013-1 Annex 2 Zn 4						
3551 Special Assessment Tax A- Maintenance	300	-	300	0%		300
Total CFD 2013-1 Annex 2 Zn 4	300	-	300	0%	-	300
263 CFD 2013-1 Annex 3 Zn5						
3551 Special Assessment Tax A- Maintenance	39,900	-	39,900	0%		39,900
Total CFD 2013-1 Annex 3 Zn5	39,900	-	39,900	0%	-	39,900
266 CFD 2013-1 Annex 6 Zn8						
3551 Special Assessment Tax A- Maintenance	8,700	-	8,700	0%		8,700
Total CFD 2013-1 Annex 6 Zn8	8,700	-	8,700	0%	-	8,700

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267 CFD 2013-1 Annex 7 Zn9						
3551 Special Assessment Tax A- Maintenance	10,900	-	10,900	0%		10,900
Total CFD 2013-1 Annex 7 Zn9	10,900	-	10,900	0%	-	10,900
269 CFD 2013-1 Special Tax B						
3552 Special Assessment Tax B- Public Safety	120,100	-	120,100	0%		120,100
Total CFD 2013-1 Special Tax B	120,100	-	120,100	0%	-	120,100
270 CFD 2013-1 Zn11						
3551 Special Assessment Tax A- Maintenance	16,500	-	16,500	0%		16,500
Total CFD 2013-1 Zn11	16,500	-	16,500	0%	-	16,500
271 CFD 2013-1 Zn13						
3551 Special Assessment Tax A- Maintenance	1,100	-	1,100	0%		1,100
Total CFD 2013-1 Zn13	1,100	-	1,100	0%	-	1,100
272 CFD 2013-1 Zn14						
3551 Special Assessment Tax A- Maintenance	6,700	-	6,700	0%		6,700
Total CFD 2013-1 Zn14	6,700	-	6,700	0%	-	6,700
273 CFD 2013-1 Zn15						
3551 Special Assessment Tax A- Maintenance	16,200	-	16,200	0%		16,200
Total CFD 2013-1 Zn15	16,200	-	16,200	0%	-	16,200
274 CFD 2013-1 Zn16						
3551 Special Assessment Tax A- Maintenance	6,800	-	6,800	0%		6,800
Total CFD 2013-1 Zn16	6,800	-	6,800	0%	-	6,800
275 CFD 2013-1 Zn18						
3551 Special Assessment Tax A- Maintenance	21,000	-	21,000	0%		21,000
Total CFD 2013-1 Zn18	21,000	-	21,000	0%	-	21,000
276 CFD 2013-1 Zn18						
3551 Special Assessment Tax A- Maintenance	15,400	-	15,400	0%		15,400
Total CFD 2013-1 Zn18	15,400	-	15,400	0%	-	15,400

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280 Grants						
3540 Grant Revenue	174,000	-	174,000	0%		174,000
Total Grants	174,000	-	174,000	0%	-	174,000
281 SLESF						
3521 SLESF Revenue	100,000	81,727	18,273	82%	56,800	156,800
Total SLESF	100,000	81,727	18,273	82%	56,800	156,800
282 CDBG						
3540 Grant Revenue	61,000	51,609	9,391	85%		61,000
Total CDBG	61,000	51,609	9,391	85%	-	61,000
283 Public Education & Government (PEG) Fund						
3125 PEG Fee - Cable-Charter Comm	33,000	9,084	23,916	28%		33,000
Total PEG	33,000	9,084	23,916	28%	-	33,000
284 Streetlight Fund						
3700 Streetlight Pole Cost Reimbursement	178,300	-	178,300	0%	-	178,300
3800 Interest Income	500	-	500	0%	-	500
Total Streetlight	178,800	-	178,800	0%	-	178,800
290 Covid-19 Fund						
3540 Grant Revenue	229,600	306,069	(76,469)	133%	76,500	306,100
Total Covid-19	229,600	306,069	(76,469)	133%	76,500	306,100

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300 Cemetery						
3104 Pass Through Payment	8,000	-	8,000	0%		8,000
3105 Property Tax-Secured	446,100	158,969	287,131	36%		446,100
3106 Property Tax-Unsecured	24,400	21,761	2,639	89%		24,400
3107 Property Tax-Prior Year	3,400	-	3,400	0%		3,400
3108 Property Tax-HOPTR	5,500	-	5,500	0%		5,500
3109 Property Tax-Supplemental, SBE	24,600	-	24,600	0%		24,600
3111 Property Tax-Teeter	12,200	11,975	225	98%		12,200
3113 Property Tax-Misc Adjustments	-	93	(93)	0%	100	100
3850 Miscellaneous Income	1,000	-	1,000	0%		1,000
4100 Cemetery - Plots	17,000	21,000	(4,000)	124%	4,000	21,000
4101 Cemetery - Vaults	5,000	3,900	1,100	78%		5,000
4102 Cemetery - Niche Walls	1,000	-	1,000	0%		1,000
4103 Cemetery - Open/Close	10,000	7,500	2,500	75%		10,000
4104 Cemetery - Setting fees	2,500	1,730	770	69%		2,500
4105 Cemetery - Out of District	3,800	1,500	2,300	39%		3,800
4106 Cemetery - Vases	500	250	250	50%		500
Total Cemetery	565,000	228,678	336,322	40%	4,100	569,100
301 Cemetery Endowment						
3536 Endowment	11,000	16,200	(5,200)	147%	10,000	21,000
3800 Interest Income	3,200	1,457	1,743	46%		3,200
3801 Gain or Loss on Investment	3,200	3,484	(284)	109%	300	3,500
Total Cemetery Endowment	17,400	21,141	(3,741)	121%	10,300	27,700

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410 Admin DIF						
3561 DIF-Single Family Residence	4,400	-	4,400	0%	-	4,400
3562 DIF-Multi-Family Residential	800	-	800	0%	-	800
3563 DIF-Commercial	1,000	-	1,000	0%	-	1,000
3564 DIF-Industrial	400	-	400	0%	-	400
3565 DIF-Office	400	-	400	0%	-	400
Total Admin DIF	7,000	-	7,000	0%	-	7,000
420 Public Facilities DIF						
3561 DIF-Single Family Residence	24,700	12,288	12,412	50%		24,700
3562 DIF-Multi-Family Residential	5,400	-	5,400	0%		5,400
3563 DIF-Commercial	4,100	4,188	(88)	102%	200	4,300
3564 DIF-Industrial	3,700	-	3,700	0%		3,700
3565 DIF-Office	5,000	-	5,000	0%	(200)	4,800
Total Public Facilities DIF	42,900	16,476	26,424	38%	-	42,900
421 Police DIF						
3561 DIF-Single Family Residence	14,600	7,264	7,336	50%		14,600
3562 DIF-Multi-Family Residential	3,200	-	3,200	0%		3,200
3563 DIF-Commercial	2,400	2,484	(84)	103%	200	2,600
3564 DIF-Industrial	2,200	-	2,200	0%		2,200
3565 DIF-Office	2,900	-	2,900	0%	(200)	2,700
Total Police DIF	25,300	9,748	15,553	39%	-	25,300
422 Animal Shelter DIF						
3561 DIF-Single Family Residence	16,000	10,602	5,398	66%		16,000
3562 DIF-Multi-Family Residential	3,500	-	3,500	0%		3,500
Total Animal Shelter DIF	19,500	10,602	8,898	54%	-	19,500
423 Corp Yard DIF						
3560 Development Impact Fee	-	-	-	0%		-
3561 DIF-Single Family Residence	10,200	-	10,200	0%		10,200
3562 DIF-Multi-Family Residential	1,100	-	1,100	0%		1,100
3563 DIF-Commercial	900	860	40	96%	200	1,100
3564 DIF-Industrial	700	-	700	0%		700
3565 DIF-Office	1,000	-	1,000	0%	(200)	800
Total Corp Yard DIF	13,900	860	13,040	6%	-	13,900

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430 Fire Facilities DIF						
3561 DIF-Single Family Residence	28,200	14,080	14,120	50%		28,200
3562 DIF-Multi-Family Residential	6,200	-	6,200	0%		6,200
3563 DIF-Commercial	4,700	4,788	(88)	102%	200	4,900
3564 DIF-Industrial	4,200	-	4,200	0%		4,200
3565 DIF-Office	5,700	-	5,700	0%	(200)	5,500
Total Fire Facilities DIF	49,000	18,868	30,132	39%	-	49,000
440 Trans-Roads DIF						
3561 DIF-Single Family Residence	198,200	98,816	99,384	50%		198,200
3562 DIF-Multi-Family Residential	43,100	-	43,100	0%		43,100
3563 DIF-Commercial	199,200	173,617	25,583	87%		199,200
3564 DIF-Industrial	27,100	-	27,100	0%		27,100
3565 DIF-Office	40,000	-	40,000	0%		40,000
Total Trans-Roads DIF	507,600	272,433	235,167	54%	-	507,600
450 Trans-Signals DIF						
3561 DIF-Single Family Residence	25,700	12,832	12,868	50%		25,700
3562 DIF-Multi-Family Residential	5,600	-	5,600	0%		5,600
3563 DIF-Commercial	19,400	19,836	(436)	102%	600	20,000
3564 DIF-Industrial	3,500	-	3,500	0%		3,500
3565 DIF-Office	5,200	-	5,200	0%	(600)	4,600
3570 Developer Cash-In-Lieu - Traffic Signals	82,500		82,500	0%		82,500
Total Trans-Signals DIF	141,900	32,668	109,233	23%	-	141,900
451 Drainage DIF						
3561 DIF-Single Family Residence	88,600	44,192	44,408	50%		88,600
3562 DIF-Multi-Family Residential	17,300	-	17,300	0%		17,300
3563 DIF-Commercial	20,300	-	20,300	0%		20,300
3564 DIF-Industrial	22,700	-	22,700	0%		22,700
3565 DIF-Office	16,000	-	16,000	0%		16,000
3570 Developer Cash-In-Lieu - Line F Ext.	105,000		105,000	0%		105,000
Total Drainage DIF	269,900	44,192	225,708	16%	-	269,900

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460 Park Land Acquisition DIF						
3561 DIF-Single Family Residence	38,300	19,104	19,196	50%		38,300
3562 DIF-Multi-Family Residential	8,400	-	8,400	0%		8,400
Total Park Land Acquisition DIF	46,700	19,104	27,596	41%	-	46,700
461 Park Improvements DIF						
3561 DIF-Single Family Residence	252,000	129,558	122,442	51%		252,000
3562 DIF-Multi-Family Residential	55,500	-	55,500	0%		55,500
Total Park Improvements DIF	307,500	129,558	177,942	42%	-	307,500
470 Community Ctr DIF						
3560 Development Impact Fee	-	-	-	0%		-
3561 DIF-Single Family Residence	30,400	15,168	15,232	50%		30,400
3562 DIF-Multi-Family Residential	6,700	-	6,700	0%		6,700
Total Community Ctr DIF	37,100	15,168	21,932	41%	-	37,100
480 Multipurpose Trails DIF						
3561 DIF-Single Family Residence	48,400	24,128	24,272	50%		48,400
3562 DIF-Multi-Family Residential	10,600	-	10,600	0%		10,600
3563 DIF-Commercial	10,000	8,213	1,787	82%		10,000
3564 DIF-Industrial	4,500	-	4,500	0%		4,500
3565 DIF-Office	9,800	-	9,800	0%		9,800
Total Multipurpose Trails DIF	83,300	32,341	50,959	39%	-	83,300

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500 RMRA Capital Projects						
3540 Grant Revenue	620,000	178,574	441,426	29%		620,000
Total RMRA Capital Projects	620,000	178,574	441,426	29%	-	620,000
502 RCFC Fund						
3540 Grant Revenue	327,000	-	327,000	0%		327,000
Total RCFC	327,000	-	327,000	0%	-	327,000
503 TUMF Fund						
3540 Grant Revenue	5,868,600	259,636	5,608,964	4%	-	5,868,600
Total TUMF	5,868,600	259,636	5,608,964	4%	-	5,868,600
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	671,200	-	671,200	0%		671,200
Total HSIP	671,200	-	671,200	0%	-	671,200
507 Misc State Funded Projects						
3540 Grant Revenue	75,500	-	75,500	0%		75,500
Total Misc State Funded Projects	75,500	-	75,500	0%	-	75,500
508 Local Capital grants-Misc						
3540 Grant Revenue	3,666,000	-	3,666,000	0%		3,666,000
Total Local Capital Grants-Misc	3,666,000	-	3,666,000	0%	-	3,666,000
Total	\$ 32,769,000	\$ 6,114,510	\$ 26,654,490	19%	176,100	\$ 32,945,100

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General Fund

100 General Fund

General Government

City Council	\$ 145,500	\$ 44,622	100,878	31%	\$ 2,800	148,300
City Manager	499,300	72,034	427,266	14%	4,000	503,300
City Clerk	185,700	46,551	139,149	25%	8,800	194,500
City Attorney	249,400	9,411	239,989	4%	(37,900)	211,500
Economic Development	198,800	54,013	144,787	27%	4,800	203,600
Administrative Services	446,900	170,686	276,214	38%	1,000	447,900
Human Resources	61,800	20,142	41,658	33%	500	62,300
Community Services	40,100	11,410	28,690	28%	700	40,800
O'Brien Park	-	2,000	(2,000)	0%	2,000	2,000
Ball Fields	13,600	3,717	9,883	27%	-	13,600
11 Acre Park	600	-	600	0%	-	600
27 Acre Park	1,200	-	-	0%	-	1,200
Non-Departmental/Facilities	754,600	437,302	317,298	58%	13,200	767,800
General Government Total	2,597,500	871,888	1,725,612	34%	(100)	2,597,400

Community Development

Planning Commission	7,000	3,698	3,302	53%	1,400	8,400
Community Development Administration	50,000	-	50,000	0%	-	50,000
Building and Safety	359,100	76,874	282,226	21%	-	359,100
Planning	253,900	61,442	192,458	24%	5,000	258,900
Private Development Planning & Building	446,300	208,011	238,289	47%	(10,300)	436,000
Private Development Engineering	490,700	102,705	387,995	21%	-	490,700
Code Enforcement	150,300	47,200	103,100	31%	2,100	152,400
Community Development Total	1,757,300	499,931	1,257,369	28%	(1,800)	1,755,500

Public Works/Engineering

	417,500	86,881	330,619	21%	1,900	419,400
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Public Safety

Office of Emergency Mgmt	51,500	-	51,500	0%	-	51,500
Police	5,088,800	1,041,577	4,047,223	20%	-	5,088,800
Fire	2,801,100	10,047	2,791,053	0%	-	2,801,100
Animal Control	545,900	187,723	358,177	34%	-	545,900
Public Safety Total	8,487,300	1,239,347	7,247,953	15%	-	8,487,300
100 General Fund Total	13,259,600	2,698,046	10,561,554	20%	\$ -	13,259,600

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120 Measure AA						
Public Works/Engineering	260,000	80,000	180,000	31%	-	260,000
Bundy/Sellers Traffic Signal CIP077	-	-	-	0%	57,600	57,600
Bundy/Monte Vista Traffic Signal CIP078	38,400	-	38,400	0%	133,600	172,000
Auditing Services	5,000	-	5,000	0%	-	5,000
Bundy Canyon/Scott Road Widening	261,600	-	261,600	0%	(152,700)	108,900
Slurry Seal	30,000	-	30,000	0%	-	30,000
Police	697,600	137,319	560,281	20%	-	697,600
Fire	1,243,900	161,270	1,082,630	13%	149,800	1,393,700
Community Services-Homeless Program	233,400	77,824	155,576	33%	19,300	252,700
Total Measure AA	2,769,900	456,413	2,313,487	16%	207,600	2,977,500
All General Funds Total:	16,029,500	3,154,459	12,875,041	20%	207,600	16,237,100

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Non- General Funds

200-GAS TAX

Public Works/Engineering	794,800	209,964	584,836	26%	-	794,800
Total Gas Tax	794,800	209,964	584,836	26%	-	794,800

201-MEASURE A

Public Works/Engineering	174,700	81,274	93,426	47%	75,000	249,700
Master Drainage Plan CIP023	5,000	2,470	2,530	49%	-	5,000
Palomar/Clinton Keith S/W Bike Trail CIP059	57,500	4,633	52,867	8%	100	57,600
Pavement Rehab Program CIP057	74,000	29,083	44,918	39%	-	74,000
Slurry Seal Prog CIP058	20,000	5,495	14,505	27%	(10,000)	10,000
Unpaved Road Program CIP066	10,000	2,120	7,880	21%	-	10,000
General Circulation Update Study CIP054	15,000	9,344	5,656	62%	17,000	32,000
Lemon St Drainage and Pavement CIP060	90,500	6,888	83,613	8%	(15,500)	75,000
Line C Basin CIP063	11,000	780	10,220	7%	-	11,000
Pedestrian Countdown Heads H8-08-025	97,000	7,494	89,506	8%	(12,000)	85,000
Guardrails H8-08-024	85,000	12,921	72,079	15%	(10,000)	75,000
Wildomar Channel Trail Gates	77,000	450	76,550	1%	(77,000)	-
Systematic Safety Analysis Report	5,000	20,187	(15,187)	404%	20,000	25,000
I-15 Stormwater Mitigation Project CIP083	-	-	-	0%	3,000	3,000
I-15 Roadway Safety Improvements CIP084	-	-	-	0%	3,000	3,000
I-15 Caltrans ADA Project CIP085	-	-	-	0%	3,000	3,000
Total Measure A	721,700	183,138	538,562	25%	(3,400)	718,300

203 TDA

Palomar/Clinton Keith Sidewalk & Bike Trail CIP059	275,000	-	275,000	0%	-	275,000
Total TDA	275,000	-	275,000	0%	-	275,000

210 AQMD

Public Works/Engineering	8,200	6,000	2,200	73%	-	8,200
Unpaved Roadway	36,800	-	36,800	0%	8,200	45,000
Total AQMD	45,000	6,000	39,000	13%	8,200	53,200

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251 LLMD 89-1C

General Government	-	689	(689)	0%	700	700
Public Works/Engineering	-	3,687	(3,687)	0%	14,800	14,800
Zone 3 Landscaping	88,200	47,020	41,180	53%	-	88,200
Zone 18	800	-	800	0%	-	800
Zone 26	900	-	900	0%	-	900
Zone 27	1,500	82	1,418	5%	-	1,500
Zone 29	1,400	538	862	38%	-	1,400
Zone 30	11,100	2,905	8,195	26%	-	11,100
Zone 35	300	-	300	0%	-	300
Zone 42	16,900	8,734	8,166	52%	-	16,900
Zone 50	300	-	300	0%	-	300
Zone 51	4,200	1,597	2,603	38%	-	4,200
Zone 52	14,700	4,344	10,356	30%	-	14,700
Zone 59 Streetlights	1,600	76	1,524	5%	-	1,600
Zone 59 Landscape	1,800	389	1,411	22%	-	1,800
Zone 62	7,100	2,098	5,002	30%	-	7,100
Zone 67	2,000	1,193	807	60%	100	2,100
Zone 70	800	-	800	0%	-	800
Zone 71 Streetlights	200	-	200	0%	-	200
Zone 71 Landscape	5,700	4,248	1,452	75%	-	5,700
Zone 73 Streetlights	500	-	500	0%	-	500
Zone 90	-	50	(50)	0%	100	100
Zone 181 Streetlights	2,300	115	2,185	5%	-	2,300
Zone 181 Landscape	4,000	553	3,447	14%	-	4,000
LLMD 89-1C Total	166,300	78,319	87,981	47%	15,700	182,000

252 CSA-22

Landscape	-	100	(100)	0%	100	100
Public Works	-	65	(65)	0%	100	100
Street Lights	45,000	2,985	42,015	7%	(200)	44,800
CSA-22	45,000	3,150	41,850	7%	-	45,000

253 - CSA 103

Public Works	-	(835)	835	0%	100	100
Landscape & Drainage	19,100	5,006	14,094	26%	-	19,100
Street Lights	178,600	10,435	168,165	6%	(100)	178,500
CSA-103	197,700	14,606	183,094	7%	-	197,700

254 - CSA 142

Public Works	-	65	(65)	0%	100	100
Street Lights	37,600	1,940	35,660	5%	(100)	37,500
CSA-142	37,600	2,004	35,596	5%	-	37,600

255 Measure Z - Parks

Community Services	55,000	10,640	44,360	19%	-	55,000
O'Brien Park	255,000	54,797	200,203	21%	-	255,000
Heritage Park	64,700	14,190	50,510	22%	-	64,700
Windsong Park	63,800	16,876	46,924	26%	-	63,800
Malaga Park	26,900	4,364	22,536	16%	-	26,900
Total Measure Z Park	465,400	100,867	364,533	22%	-	465,400

CITY OF WILDOMAR
Expenditure Status Report
2nd Quarter FY 2020-21
July 1, 2020 to December 31, 2020

Fund		Budget	6 Month Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
CFD's							
259	CFD 20171 DIF Deferral	83,000	-	83,000	0%	-	83,000
260	CFD 2013-1 Maintenance	54,700	6,122	48,578	11%	-	54,700
261	CFD 2013-1 Annex 1 Zone 3	60,400	1,607	58,793	3%	-	60,400
262	CFD 2013-1 Annex 2 Zone 4	2,100	174	1,926	8%	-	2,100
263	CFD 2013-1 Annex 3 Zone 5	40,000	1,009	38,991	3%	-	40,000
266	CFD 2013-1 Annex 6 Zone 8	8,700	165	8,535	2%	-	8,700
267	CFD 2013-1 Annex 7 Zone 9	10,800	-	10,800	0%	-	10,800
269	CFD 2013-1 Spec Tax B	120,100	-	120,100	0%	-	120,100
270	CFD 2013-1 Zone 11	16,300	-	16,300	0%	-	16,300
271	CFD 2013-1 Zone 13	600	-	600	0%	-	600
272	CFD 2013-1 Zone 14	6,600	-	6,600	0%	-	6,600
273	CFD 2013-1 Zone 15	8,600	-	8,600	0%	-	8,600
274	CFD 2013-1 Zone 16	6,800	-	6,800	0%	-	6,800
275	CFD 2013-1 Zone 17	21,000	-	21,000	0%	-	21,000
276	CFD 2013-1 Zone 18	15,400	-	15,400	0%	-	15,400
	Total CFD's	455,100	9,077	446,023	2%	-	455,100
280-Grants							
280-430	Housing Element Study 2020/21	150,000	5,229	144,772	3%	-	150,000
280-962	CalRecycle CAPP Grant	9,000	-	9,000	0%	-	9,000
280-964	SHSP Grant	5,000	-	5,000	0%	-	5,000
280-966	PARSAC Grant	10,000	-	10,000	0%	-	10,000
280-990	Multi-Family Design Guidelines	26,900	8,025	18,875	30%	-	26,900
280-991	Zoning Consistency Program	-	2,136	(2,136)	0%	2,200	2,200
	Total Grants	200,900	15,390	185,510	8%	2,200	203,100
281-SLESF-COPS Grant							
		100,000	-	100,000	0%	-	100,000
	SLESF	100,000	-	100,000	0%	-	100,000
282-CDBG							
	Sedco Sidewalk Improvement II	1,000	-	1,000	0%	-	1,000
	Sedco Sidewalk Improvement III	60,000	57,056	2,944	95%	-	60,000
	CDBG	61,000	57,056	3,944	94%	-	61,000
283 PEG Grant							
	Services and Equipment	28,400	-	28,400	0%	-	28,400
	Total PEG Grant	28,400	-	28,400	0%	-	28,400
284 Streetlight							
	Public Works	196,900	-	196,900	0%	-	196,900
	Total Streetlight Fund	196,900	-	196,900	0%	-	196,900
290 COVID-19							
	General	229,600	138,034	91,566	60%	76,500	306,100
	Total COVID-19 Fund	229,600	138,034	91,566	60%	76,500	306,100
300 Cemetery							
		663,000	185,932	477,068	28%	-	663,000
	Cemetery	663,000	185,932	477,068	28%	-	663,000

CITY OF WILDOMAR
Expenditure Status Report
2nd Quarter FY 2020-21
July 1, 2020 to December 31, 2020

Fund	Budget	6 Month Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
302-Cemetery Capital Improvement Projects	-	(200)	200	0%		-
Cemetery CIP	-	(200)	200	0%	-	-
410-Admin DIF	10,000	2,878	7,123	29%	-	10,000
Total Admin DIF	10,000	2,878	7,123	29%	-	10,000
420-Public Facilities DIF	105,000	-	105,000	0%	-	105,000
Total Public Facilities DIF	105,000	-	105,000	0%	-	105,000
422-Animal Shelter DIF	82,900	-	82,900	0%	-	82,900
Total Animal Shelter DIF	82,900	-	82,900	0%	-	82,900
440-Trans-Road DIF	1,732,400	-	1,732,400	0%	-	1,732,400
Total Trans - Road DIF	1,732,400	-	1,732,400	0%	-	1,732,400
450- Trans -Signals DIF						
Bundy Canyon/Sellers TS CIP 077	315,000	-	315,000	0%	16,500	331,500
Bundy Canyon/Monte Vista TS CIP 078	222,000	-	222,000	0%	-	222,000
Bundy Canyon/Orchard St. Traffic Signal CIP075	36,000	-	36,000	0%	-	36,000
Total Trans - Signals DIF	573,000	-	573,000	0%	16,500	589,500
451- Drainage DIF						
Storm Drain Line F Extension CIP039	140,400		140,400	0%	(16,800)	123,600
Total Drainage DIF	140,400	-	140,400	0%	(16,800)	123,600
461- Park Improvements DIF						
Community Development	10,800	-	10,800	0%	-	10,800
New 27 Acre Park	193,000	4,744	188,256	2%	-	193,000
Total Park Improvement DIF	203,800	4,744	199,056	2%	-	203,800
480-Multipurpose Trails DIF	5,600	-	5,600	0%	-	5,600
Total Multipurpose Trails DIF	5,600	-	5,600	0%	-	5,600
490-Library DIF	19,000	-	19,000	0%	-	19,000
Total Library DIF	19,000	-	19,000	0%	-	19,000

CITY OF WILDOMAR
Expenditure Status Report
2nd Quarter FY 2020-21
July 1, 2020 to December 31, 2020

Fund	Budget	6 Month Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
500-RMRA Capital Projects						
500-057 Pavement Rehab Program CIP057	720,000	661,262	58,738	92%	-	720,000
500-060 Lemon St Drainage and Pavement CIP060	-	-	-	0%	106,000	106,000
500-913 Clinton Keith Widening CIP025	400,000	-	400,000	0%	(400,000)	-
500-903 Slurry Seal Program CIP058	200,000	-	200,000	0%	-	200,000
Total RMRA Capital Projects	1,320,000	661,262	658,738	50%	(294,000)	1,026,000
502-Riverside County Fund Control (RCFC) - Local						
502-039 Line F Extension CIP039	327,000	8,158	318,843	2%	(110,200)	216,800
Total RCFC	327,000	8,158	318,843	2%	(110,200)	216,800
503-Transformation Uniform Mitigation Fee (TUMF) - Local						
503-001 Palomar/Clinton Keith Bike Path CIP059	480,800	-	480,800	0%	-	480,800
503-039 Line F Extension CIP039	-	-	-	0%	81,900	81,900
503-909 Bundy Canyon/Scott Rd Widen CIP026	1,172,800	257,528	915,272	22%	34,400	1,207,200
503-070 Bundy Canyon/I-15 Interchange Study CIP070	25,000	195	24,805	1%	-	25,000
503-078 Baxter Rd/I-15 Interchange Study CIP074	25,000	130	24,870	1%	-	25,000
503-912 Palomar Widening CIP028	1,086,000	45,119	1,040,881	4%	100,000	1,186,000
503-913 Clinton Keith Widen CIP025	3,013,800	18,851	2,994,950	1%	(2,740,000)	273,800
Total TUMF	5,803,400	321,822	5,481,578	6%	(2,523,700)	3,279,700
505-Mobile Source Air Pollution Reduction Review Committee (MSRC) - State						
505-913 Clinton Keith Widen CIP025	50,000	-	50,000	0%	(50,000)	-
Total MSRC	50,000	-	50,000	0%	(50,000)	-
506-Highway Safety Improvement Program (HSIP) - Federal						
506-967 Guardrails H8-08-024	365,200	5,415	359,785	1%	-	365,200
506-968 Pedestrian Countdown H8-08-025	250,000	950	249,050	0%	-	250,000
Total HSIP	615,200	6,365	608,835	1%	-	615,200
507-State Funded Capital Projects - Miscellaneous - State						
507-969 Safety Analysis Report (SSARP)	10,000	23,606	(13,606)	236%	20,000	30,000
Total Miscellaneous State Funded Projects	10,000	23,606	(13,606)	236%	20,000	30,000
508-Local Capital Grants						
508-909 Bundy Canyon Widening CIP026 RCTC	3,516,000	-	3,516,000	0%	-	3,516,000
508-969 Circulation Element Update Study CIP054	150,000	-	150,000	0%	-	150,000
Total Local Capital Grants	3,666,000	-	3,666,000	0%	-	3,666,000
Non-GF Funds Total:	\$19,347,100	\$2,032,171	\$17,314,929	10.50%	(2,859,000)	\$16,488,100
Grand Total- All Funds	\$35,376,600	\$5,186,631	\$30,189,969	15%	\$ (2,651,400)	\$ 32,725,200

City of Wildomar
Decision Packages Summary
Proposed Decision Packages FY 2020-2021
Mid-Year Budget

Item		Department	Proposed Amount FY 2020-21 Non- Recurring	Fund			Account Numbers
No.	Description			100 General Fund	120 Measure AA	255 Measure Z	
1	Group Home Code Amendment	Planning	10,000	10,000			100-430-4300-52115
2	Density Bonus Code Amendment	Planning	10,000	10,000			100-430-4300-52115
3	Temporary Use Permit Ordinance	Planning	5,000	5,000			100-430-4300-52115
4	Light Pollution Ordinance Update	Planning	10,000	10,000			100-430-4300-52115
5	Sign Code Update	Planning	15,000	15,000			100-430-4300-52115
6	Bundy Canyon/Orange Intersection Signal Re-Wiring	Public Works	18,000		18,000		120-450-4500-52115
7	Traffic Signal Safety Light LED Retrofit	Public Works	53,000		53,000		120-450-4500-52115
8	Street Sign Replacement	Public Works	50,000		50,000		120-450-4500-52115
9	Fire Station 61 Landscape/Hardscape Renovation	Fire	18,000	18,000			100-460-4710-56103
10	Fire Station 61 Septic System	Fire	28,800	18,000	10,800		100-460-4710-56103 120-460-4710-56103
11	Fire Station 61 Perimeter Fence & Gate	Fire	78,000	78,000			100-460-4710-56103
12	Fire Station 61 Captain Cabinets	Fire	4,800	3,000	1,800		100-460-4710-56103 120-460-4710-56103
13	Fire Station 61 Living Area Flooring	Fire	13,200	13,200			100-460-4710-54050
14	Windsong Picnic Table Addition	Comm. Services	4,100			4,100	255-410-4613-58100
Grand Total:			\$ 317,900	\$ 180,200	\$ 133,600	\$ 4,100	

City of Wildomar
2019/20 & 2020/21 FY Budget
Detailed Decision Package



Decision Package Title: Group Homes Code Amendment

Service Impact: __ Safety, X Development, __ Recreation,
__ Transportation, __ Other

Department: Planning Department

Budget Period: 2020/21 Budget

Recommendation Summary Text:

Update Title 17 (Zoning Ordinance) to establish land use and operational standards for Group Homes that are consistent with State Law.

Fiscal Summary of Costs and Funding Source

Operating Expenditures	Fund	<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
100-430-4300-52115	G. F.	N/A		\$10,000		\$10,000
Total Cost		N/A		\$10,000		\$10,000
Revenue or Funding Source		<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>

Package Description:

This effort will result in a code update to establish land use and operational standards for Group Homes to be consistent with State Law. The work includes an evaluation of the existing state laws (in concert with the city attorney's office) to determine what inconsistencies exist with our current zoning regulations. The final work product would be a zoning ordinance amendment brought forward for Commission and Council review to bring the zoning ordinance consistent with state law.

Narrative Justification and Impact Statement:

(In the sections below, thoroughly describe the impacts that will result from this request.)

- **Describe the way in which way this package contributes to the City of Wildomar.**

The group home code amendment will revise the City's zoning ordinance to establish land use and operational standards for Group Homes to be consistent with State Law.

- **Measure Detail.**

(Describe and quantify any changes to output, outcome or performance measures that would result from this request)

The group home code amendment will revise the City's zoning ordinance to be consistent with state law.

- **Project Approach**

1. Planning Department will work with City Attorney's office to research current state law regulations to prepare a draft code amendment.
2. Staff to prepare draft ordinance amendment to be reviewed by city attorney.
3. City staff and City Attorney staff would then prepare and schedule public hearings with the Planning Commission in November 2021 and City Council in December 2021.

Timeline:

January 1, 2021 to June 30, 2021.

City of Wildomar
2019/20 & 2020/21 FY Budget
Detailed Decision Package



Decision Package Title: Density Bonus Code Amendment

Service Impact: __ Safety, X Development, __ Recreation,
__ Transportation, __ Other

Department: Planning Department

Budget Period: 2020/21 Budget

Recommendation Summary Text:

A code amendment to Section 17.292 (Density Bonus and Incentives) to update the city's density bonus and incentive regulations pertaining to affordable housing projects in the city, and to bring the current code regulations up to current state law requirements.

Fiscal Summary of Costs and Funding Source

Operating Expenditures	Fund	<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
100-430-4300-52115	G. F.	N/A		\$10,000		\$10,000
Total Cost		N/A		\$10,000		\$10,000
Revenue or Funding Source		<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>

Package Description:

This effort will result in a code update to update the city's density bonus and incentive regulations pertaining to affordable housing projects in the city. The work includes an evaluation of the existing state laws (in concert with the city attorney's office) to determine what inconsistencies exist with our current zoning regulations. The final work product would be a zoning ordinance amendment brought forward for Commission and Council review to bring the zoning ordinance consistent with state law.

Narrative Justification and Impact Statement:

(In the sections below, thoroughly describe the impacts that will result from this request.)

- **Describe the way in which way this package contributes to the City of Wildomar.**

The density bonus code amendment will revise the City's zoning ordinance to establish land use and operational standards to be consistent with State Law.

- **Measure Detail.**

(Describe and quantify any changes to output, outcome or performance measures that would result from this request)

The density bonus code amendment will revise the City's zoning ordinance to be consistent with state law.

- **Project Approach**

1. Planning Department will work with City Attorney's office to research current state law regulations to prepare a draft code amendment.
2. Staff to prepare draft ordinance amendment to be reviewed by city attorney.
3. City staff and City Attorney staff would then prepare and schedule public hearings with the Planning Commission in November 2021 and City Council in December 2021.

Timeline:

January 1, 2021 to June 30, 2021.

City of Wildomar
2019/20 & 2020/21 FY Budget



Detailed Decision Package

Decision Package Title: Temporary Use Permit (TUP) Ordinance

Service Impact: __ Safety, X Development, __ Recreation,
__ Transportation, __ Other

Department: Planning Department

Budget Period: 2020/21 Budget

Recommendation Summary Text:

Update the Zoning Ordinance (Title 17) to establish an administrative review and approval process for Temporary Use Permits (TUP) that will establish regulations for uses of private property that are temporary in nature.

Fiscal Summary of Costs and Funding Source

Operating Expenditures	Fund	<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
100-430-4300-52115	G. F.	N/A		\$5,000		\$5,000
<i>Total Cost</i>		N/A		\$5,000		\$5,000
Revenue or Funding Source		<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>

Package Description:

This effort will result in a zoning ordinance update to establish regulations for uses of private property that are temporary in nature. These provisions will place restrictions on the duration of the temporary use, its location, and other development standards. The intent of these regulations is to ensure that the temporary use does not adversely impact the long-term uses of the same or neighboring sites, or impact the general health, safety, and welfare of persons residing within the community. This is different from our Temporary/Events/Special Events regulations.

Narrative Justification and Impact Statement:

(In the sections below, thoroughly describe the impacts that will result from this request.)

- **Describe the way in which way this package contributes to the City of Wildomar.**

The TUP ordinance will ensure that the temporary use does not adversely impact the long-term uses of the same or neighboring sites, or impact the general health, safety, and welfare of persons residing within the community.

- **Measure Detail.**

(Describe and quantify any changes to output, outcome or performance measures that would result from this request)

This code update will create standards for temporary uses that are not provided for in the city's zoning ordinance and will create a simple administrative review and approval process.

- **Project Approach**

1. Research adjacent cities to understand the various types of temporary uses and what regulations apply to these agencies that could be used for Wildomar.
2. One Planning Commission study session to review the research findings and draft ordinance.
3. Planning Commission and City Council meetings/hearings.

Timeline:

January 1, 2021 to June 30, 2021.

City of Wildomar
2019/20 & 2020/21 Biennial Budget
Detailed Decision Package



Decision Package Title: Light Pollution Ordinance Update

Service Impact: __ Safety, X Development, __ Recreation,
__ Transportation, __ Other

Department: Planning Department

Budget Period: 2020/21 Budget

Recommendation Summary Text

Prepare a municipal code amendment to update the City's Light Pollution standards affecting residential, commercial, industrial and uses and businesses, including commercial and industrial signage.

Fiscal Summary of Costs and Funding Source

(Provide the funding source)

Operating Expenditures	Fund	<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
100-430-4300-52115	GF	\$		\$ 10,000		\$10,000
<i>Total Cost</i>		\$		\$ 10,000		\$ 10,000
Revenue or Funding Source		<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>

Package Description:

This amendment will update the City's light pollution ordinance (Chapter 8.64) to evaluate current trends and technologies and eliminate outdated standards.

Narrative Justification and Impact Statement:

Please submit completed form to jriley@cityofwilodmar.org when completed.

(In the sections below, thoroughly describe the impacts that will result from this request.)

- **Describe the way in which way this package contributes to the City of Wildomar.**

One code amendment to improve the existing light pollution standards (Chapter 8.64) with modern technologies and current trends to further the Council's desire to preserve and enhance our "dark sky" policies.

- **Measure Detail.**

(Describe and quantify any changes to output, outcome or performance measures that would result from this request)

This code amendment will revise the City's existing regulations to update the light pollution standards and simplify the review process while continuing to achieve the Council's dark sky policies.

- **Approach**

1. Research surrounding agencies and coordinate with WRCOG team and local dark sky advocates.
2. One Commission workshop to discuss draft ordinance.
3. Draft zoning ordinance amendment to be reviewed by city attorney.
4. City Council meeting for formal adoption.

Timeline:

January 1, 2021 to December 30, 2021.

City of Wildomar
2019/20 & 2020/21 FY Budget
Detailed Decision Package



Decision Package Title: Sign Code Update

Service Impact: __ Safety, X Development, __ Recreation,
__ Transportation, __ Other

Department: Planning Department

Budget Period: 2020/21 Budget

Recommendation Summary Text:

Update existing sign code to be consistent with state law and address Council concerns about temporary signs.

Fiscal Summary of Costs and Funding Source

Operating Expenditures	Fund	<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
100-430-4300-52115	G. F.	N/A		\$15,000		\$15,000
<i>Total Cost</i>		N/A		\$15,000		\$15,000
Revenue or Funding Source		<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>

Package Description:

This effort will result in a sign code update to the existing sign ordinance. The work includes an evaluation of the existing sign code (in concert with the city attorney's office) to determine what inconsistencies exist with current state law (i.e., Outdoor Advertising Act found in the Business and Professions code, Section 5200). The final work product would be a zoning ordinance amendment brought forward for Commission and Council review to bring the sign code consistent with state law.

Narrative Justification and Impact Statement:

(In the sections below, thoroughly describe the impacts that will result from this request.)

- **Describe the way in which way this package contributes to the City of Wildomar.**

The sign code update will revise the City's existing sign regulations so it better matches with current state laws, and establish uniform standards and procedures for temporary signs throughout the City.

-
- **Measure Detail.**

(Describe and quantify any changes to output, outcome or performance measures that would result from this request)

The sign code update will revise the City's existing sign regulations, so it is consistent with state law.

-
- **Project Approach**

1. Research Chapter 17.252 to determine its inconsistencies with state law.
2. Draft sign ordinance amendment to be reviewed by city attorney.
3. Planning Commission and City Council meetings/hearings.

Timeline:

January 1, 2021 to June 30, 2021.

City of Wildomar
2019/20 & 2020/21 Biennial Budget
Detailed Decision Package



Decision Package Title: Bundy Canyon/Orange Intersection Wiring

Service Impact: X Safety, __Development, __Recreation,
X Transportation, __Other

Department: Public Works

Budget Period: Mid-Year FY 20.21

Recommendation Summary Text

Re-wire signalized intersection

Fiscal Summary of Costs and Funding Source

(Provide the funding source)

Operating Expenditures	Fund	<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
450-4500-52115	120	\$		\$ 18,000		\$18,000
<i>Total Cost</i>		\$		\$		\$
Revenue or Funding Source		<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
<i>Total Revenue/Funds</i>		\$		\$		\$

Package Description:

(Please provide a description of why we need this, solution to what problem, and comparison to existing levels of funding and output.)

Older damaged wire from loops to controller has limited our ability to adjust the signal timing to the current and anticipated traffic at the intersection. PW has routed around the system for the past several years resulting in fixed timing sequences.

Narrative Justification and Impact Statement:

(In the sections below, thoroughly describe the impacts that will result from this request.)

- **Describe the way in which way this package contributes to the City of Wildomar.**

Customer Service.

PW receives calls from time to time regarding the signal timing delays

Appropriate Staffing and Support.

Staff support will be covered under previously appropriate Measure A 201 fund account

- **Measure Detail.**

- **Distinction between One-Time (non-recurring) and Ongoing (recurring) Costs and Impacts to Future Budgets.**

One-time

- **Effects of Not Funding this Request.**

No change to the signal timing and using loop detection to change timing cycle.

Please submit completed form to jriley@cityofwilodmar.org when completed.

City of Wildomar
2019/20 & 2020/21 Biennial Budget
Detailed Decision Package



Decision Package Title: Traffic Signal Safety Light LED Retrofit

Service Impact: X Safety, __Development, __Recreation,
X Transportation, __Other

Department: Public Works

Budget Period: Mid-Year FY 20.21

Recommendation Summary Text

Retrofit Signalized intersection safety lighting with LED

Fiscal Summary of Costs and Funding Source

(Provide the funding source)

Operating Expenditures	Fund	<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
450-4500-52115	120	\$		\$ 53,000		\$53,000
<i>Total Cost</i>		\$		\$		\$
Revenue or Funding Source		<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
<i>Total Revenue/Funds</i>		\$		\$		\$

Package Description:

(Please provide a description of why we need this, solution to what problem, and comparison to existing levels of funding and output.)

The city owns 73 safety lights at the signalized intersections and 6 safety lights across the Clinton Keith Bridge. The lights have not been retrofitted to LED technology. If appropriated the City's contract signal consultant, Seimens will retrofit the lights.

Narrative Justification and Impact Statement:

(In the sections below, thoroughly describe the impacts that will result from this request.)

- **Describe the way in which way this package contributes to the City of Wildomar.**

Cost Savings or Revenue Increases.

Expect less energy usage from converting to LED

Appropriate Staffing and Support.

Staff support will be covered under previously appropriate Measure A 201 fund account

- **Measure Detail.**

(Describe and quantify any changes to output, outcome or performance measures that would result from this request)

- **Relationship to Capital Budget**

The City Council considered street light retrofit to LED at the December 2020 meeting and directed staff to add retrofit to the five – year CIP. This proposal only addresses a portion of those lights at mid-year. Remaining lights will be added to the 5-year CIP.

- **Distinction between One-Time (non-recurring) and Ongoing (recurring) Costs and Impacts to Future Budgets.**

One-time

Please submit completed form to jriley@cityofwilodmar.org when completed.

City of Wildomar
2019/20 & 2020/21 Biennial Budget
Detailed Decision Package



Decision Package Title: Street Sign Replacement

Service Impact: X Safety, __Development, __Recreation,
 X Transportation, __Other

Department: Public Works

Budget Period: Mid-Year FY 20.21

Recommendation Summary Text

Replace faded street signs

Fiscal Summary of Costs and Funding Source

(Provide the funding source)

Operating Expenditures	Fund	<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
450-4500-52115	120	\$		\$ 50,000		\$50,000
<i>Total Cost</i>		\$		\$		\$
Revenue or Funding Source		<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
<i>Total Revenue/Funds</i>		\$		\$		\$

Package Description:

(Please provide a description of why we need this, solution to what problem, and comparison to existing levels of funding and output.)

There are approximately 220 street signs and street intersection street blades in the Farm community. The signs are faded and require replacement, estimated at \$35,000. PW crews have been collecting data for street sign replacement as part of a larger street sign replacement program. Staff recommends an additional appropriation of \$15,000 for isolated areas throughout the city where we receive citizen Public Service Requests.

Narrative Justification and Impact Statement:

(In the sections below, thoroughly describe the impacts that will result from this request.)

- **Describe the way in which way this package contributes to the City of Wildomar.**

Public Safety.

Improve sign reflectivity

Appropriate Staffing and Support.

Staff support will be covered under previously appropriate Measure A 201 fund account

-
- **Measure Detail.**

(Describe and quantify any changes to output, outcome or performance measures that would result from this request)

- **Distinction between One-Time (non-recurring) and Ongoing (recurring) Costs and Impacts to Future Budgets.**

Sign replacement is a recurring Public Works expenditure. PW goal is addition of a new line item for sign replacement in the ensuing bi-annual budget.

Please submit completed form to jriley@cityofwilodmar.org when completed.

City of Wildomar
2019/20 & 2020/21 Biennial Budget
Detailed Decision Package



Decision Package Title: Fire Station #61 Landscape/Hardscape Renovation

Service Impact: X Safety, __Development, __Recreation,
__Transportation, X Other

Department: Fire/CIP

Budget Period: Mid-Year FY 20/21

Recommendation Summary Text

Install drought tolerant landscape, irrigation and hardscape in front yard.

Fiscal Summary of Costs and Funding Source

(Provide the funding source)

Operating Expenditures	Fund	<u>FY 2019/20</u>	<u>FY 2020/21</u>	<u>Total</u>
100-460-4710-56103	100	\$	\$ 18,000	\$18,000
			\$	\$
<i>Total Cost</i>		\$	\$ 18,000	\$18,000
Revenue or Funding Source		<u>FY 2019/20</u>	<u>FY 2020/21</u>	<u>Total</u>
<i>Total Revenue/Funds</i>		\$	\$	\$

Package Description:

(Please provide a description of why we need this, solution to what problem, and comparison to existing levels of funding and output.)

Install drought tolerant landscape, irrigation and hardscape in front yard.

Narrative Justification and Impact Statement:

(In the sections below, thoroughly describe the impacts that will result from this request.)

- **Describe the way in which way this package contributes to the City of Wildomar.**

Drought tolerant landscape, irrigation and hardscape in front yard reduces cost and improves appearance..

- **Measure Detail.**

(Describe and quantify any changes to output, outcome or performance measures that would result from this request)

- **Distinction between One-Time (non-recurring) and Ongoing (recurring) Costs and Impacts to Future Budgets.**

One time

Please submit completed form to jriley@cityofwilodmar.org when completed.

City of Wildomar
2019/20 & 2020/21 Biennial Budget
Detailed Decision Package



Decision Package Title: Fire Station #61 Septic System

Service Impact: X Safety, __Development, __Recreation,
__Transportation, X Other

Department: Fire/CIP

Budget Period: Mid-Year FY 20/21

Recommendation Summary Text

Renovate septic system. Addition of paramedic unit places additional load on system.

Fiscal Summary of Costs and Funding Source

(Provide the funding source)

Operating Expenditures	Fund	<u>FY 2019/20</u>	<u>FY 2020/21</u>	<u>Total</u>
100-460-4710-56103	100	\$	\$ 18,000	\$18,000
120-460-4710-56103	120		\$ 10,800	\$10,800
Total Cost		\$	\$ 28,800	\$28,800
Revenue or Funding Source		<u>FY 2019/20</u>	<u>FY 2020/21</u>	<u>Total</u>
Total Revenue/Funds		\$	\$	\$

Package Description:

(Please provide a description of why we need this, solution to what problem, and comparison to existing levels of funding and output.)

Renovate septic system. Addition of paramedic unit places additional load on system.

Narrative Justification and Impact Statement:

(In the sections below, thoroughly describe the impacts that will result from this request.)

- **Describe the way in which way this package contributes to the City of Wildomar.**

Public Safety.

Renovate septic system. Addition of paramedic unit places additional load on system.

-
- **Measure Detail.**

(Describe and quantify any changes to output, outcome or performance measures that would result from this request)

- **Distinction between One-Time (non-recurring) and Ongoing (recurring) Costs and Impacts to Future Budgets.**

One time

Please submit completed form to jriley@cityofwilodmar.org when completed.

City of Wildomar
2019/20 & 2020/21 Biennial Budget
Detailed Decision Package



Decision Package Title: Fire Station #61 Perimeter Fence/Gate

Service Impact: X Safety, __Development, __Recreation,
__Transportation, X Other

Department: Fire/CIP

Budget Period: Mid-Year FY 20/21

Recommendation Summary Text

Remove damaged perimeter fencing and upgrade electric gate.

Fiscal Summary of Costs and Funding Source

(Provide the funding source)

Operating Expenditures	Fund	<u>FY 2019/20</u>	<u>FY 2020/21</u>	<u>Total</u>
100-460-4710-56103	100	\$	\$ 78,000	\$78,000
			\$	\$
Total Cost		\$	\$ 78,000	\$ 78,000
Revenue or Funding Source		<u>FY 2019/20</u>	<u>FY 2020/21</u>	<u>Total</u>
Total Revenue/Funds		\$	\$	\$

Package Description:

(Please provide a description of why we need this, solution to what problem, and comparison to existing levels of funding and output.)

Remove damaged perimeter fencing and upgrade electric gate.

Narrative Justification and Impact Statement:

(In the sections below, thoroughly describe the impacts that will result from this request.)

- **Describe the way in which way this package contributes to the City of Wildomar.**

Public Safety.

Remove damaged perimeter fencing and upgrade electric gate.

-
- **Measure Detail.**

(Describe and quantify any changes to output, outcome or performance measures that would result from this request)

- **Distinction between One-Time (non-recurring) and Ongoing (recurring) Costs and Impacts to Future Budgets.**

One time

Please submit completed form to jriley@cityofwilodmar.org when completed.

City of Wildomar
2019/20 & 2020/21 Biennial Budget
Detailed Decision Package



Decision Package Title: Fire Station #61 Captain Cabinets

Service Impact: X Safety, __Development, __Recreation,
__Transportation, X Other

Department: Fire/CIP

Budget Period: Mid-Year FY 20/21

Recommendation Summary Text

Addition staffing places additional storage needs for gear and personal belongings.

Fiscal Summary of Costs and Funding Source

(Provide the funding source)

Operating Expenditures	Fund	<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
100-460-4710-56103	100	\$		\$ 3,000		\$3,000
120-460-4710-56103	120			\$ 1,800		\$1,800
<i>Total Cost</i>		\$		\$ 4,800		\$4,800
Revenue or Funding Source		<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
<i>Total Revenue/Funds</i>		\$		\$		\$

Package Description:

(Please provide a description of why we need this, solution to what problem, and comparison to existing levels of funding and output.)

Addition staffing places additional storage needs for gear and personal belongings.

Narrative Justification and Impact Statement:

(In the sections below, thoroughly describe the impacts that will result from this request.)

- **Describe the way in which way this package contributes to the City of Wildomar.**

Appropriate Staffing and Support.

Addition staffing places additional storage needs for gear and personal belongings.

- **Measure Detail.**

(Describe and quantify any changes to output, outcome or performance measures that would result from this request)

- **Distinction between One-Time (non-recurring) and Ongoing (recurring) Costs and Impacts to Future Budgets.**

One time

Please submit completed form to jriley@cityofwilodmar.org when completed.

City of Wildomar
2019/20 & 2020/21 Biennial Budget
Detailed Decision Package



Decision Package Title: Fire Station #61 Living Area Flooring

Service Impact: X Safety, __Development, __Recreation,
__Transportation, X Other

Department: Fire/CIP

Budget Period: Mid-Year FY 20/21

Recommendation Summary Text

Replace aged flooring.

Fiscal Summary of Costs and Funding Source

(Provide the funding source)

Operating Expenditures	Fund	<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
100-460-4710-54050	100	\$		\$ 13,200		\$13,200
<i>Total Cost</i>		\$		\$		\$
Revenue or Funding Source		<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
<i>Total Revenue/Funds</i>		\$		\$		\$

Package Description:

(Please provide a description of why we need this, solution to what problem, and comparison to existing levels of funding and output.)

Replace aged flooring.

Narrative Justification and Impact Statement:

(In the sections below, thoroughly describe the impacts that will result from this request.)

- **Describe the way in which way this package contributes to the City of Wildomar.**

Public Safety.

Replace aged flooring.

-
- **Measure Detail.**

(Describe and quantify any changes to output, outcome or performance measures that would result from this request)

- **Distinction between One-Time (non-recurring) and Ongoing (recurring) Costs and Impacts to Future Budgets.**

One time

Please submit completed form to jriley@cityofwilodmar.org when completed.

City of Wildomar
2019/20 & 2020/21 Biennial Budget
Detailed Decision Package



Decision Package Title: Windsong Park Picnic Table Addition

Service Impact: Safety, Development, X Recreation,
 Transportation, Other

Department: Measure Z

Budget Period: Mid-Year FY 20/21

Recommendation Summary Text

To add picnic tables to Gazebo 3 at Windsong Park

Fiscal Summary of Costs and Funding Source

(Provide the funding source)

Operating Expenditures	Fund	<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
2 – 92” Picnic Tables	255	\$		\$3,500.00		\$3,500.00
Installation	255			\$ 600.00		\$ 600.00
<i>Total Cost</i>		\$		\$4,100.00		\$4,100.00
Revenue or Funding Source		<u>FY 2019/20</u>		<u>FY 2020/21</u>		<u>Total</u>
<i>Measure Z - Parks</i>				\$4,100.00		\$4,100.00
<i>Total Revenue/Funds</i>		\$		\$4,100.00		\$4,100.00

Package Description:

(Please provide a description of why we need this, solution to what problem, and comparison to existing levels of funding and output.)

Currently Gazebo 3 at Windsong Park does not have picnic tables.

Narrative Justification and Impact Statement:

(In the sections below, thoroughly describe the impacts that will result from this request.)

- **Describe the way in which way this package contributes to the City of Wildomar.**

Cost Savings or Revenue Increases.

N/A

Public Safety.

The picnic tables at Gazebo #3 at Windsong Park were removed to discourage after hour loitering. By replacing the picnic tables to the Gazebo area, the undesired behavior may return.

Customer Service.

Gazebo 3, the larger of the three gazebos, current layout allows visitors and renters to utilize and arrange their own tables and chairs as desired.

Appropriate Staffing and Support.

This installation will require 4 hours of staff time.

- **Measure Detail.**

(Describe and quantify any changes to output, outcome or performance measures that would result from this request)

- **Impact on Residents/Customers and Services.**

The potential of undesired usage will result in an increase in resident complaints.

- **Impact on Other City Programs.**

The current layout also allows clear visibility of the area to security services.

- **Distinction between One-Time (non-recurring) and Ongoing (recurring) Costs and Impacts to Future Budgets.**

One-time cost for the purchase and installation of the picnic tables.

- **Revenue and Expenditure Calculations and Assumptions and Staffing (FTE)**

Assumptions. (Thoroughly describe how costs/revenues were determined and what assumptions were used in that process, as well as the assumptions used to determine the number of FTEs required including costs by account category.)

The pricing of the picnic tables was from a recent quote provided by the vendor. Cost of installation is based on 4 hours labor and hardware.

Please submit completed form to jriley@cityofwilodmar.org when completed.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.3
CONSENT CALENDAR
Meeting Date: January 13, 2021

TO: Mayor and City Council Members

FROM: Robert Howell, Acting Administrative Services Director

SUBJECT: Minimum Hourly Wage Updates to the Position Classification, General Salary Schedules, and Associate Engineer Classification Description

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2021 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, UPDATING THE POSITION CLASSIFICATION SCHEDULE, THE
GENERAL SALARY SCHEDULE RESULTING FROM THE INCREASE TO MINIMUM
HOURLY WAGE RATE, AND APPROVING THE ASSOCIATE ENGINEER POSITION
CLASSIFICATION DESCRIPTION

BACKGROUND/DISCUSSION:

At the November 14, 2012 the City adopted the initial Position Classification Schedule and General Salary Schedules based on the minimum hourly wage of \$8.00 per hour. Position pay grades were tiered off the \$8.00 base rate at changes of 5% between each pay grade.

SB3, which was signed by Governor Brown in 2016 and effective on January 1, 2017, increases the State's minimum hourly rate each year until all minimum wage workers are at \$15.00 per hour, which is scheduled to take place in 2023 (2022 for Employers with 26 or more employees). Once the minimum wage is at \$15.00 per hour for all workers, then the rate will be adjusted annually by the national consumer price index for urban wage earners and clerical workers (CPI-W).

With the City's approved budgeted staff of 27 positions and to be compliant with the State of California's minimum hourly wage, staff is recommending that the City's Position Classification Schedule and General Salary Schedules be adjusted as of January 1, 2021, to a beginning rate of \$14.00 per hour (an 7.69% pay plan increase to the minimum wage for City employees).

To minimize the compression effect of this increase on the other pay grades, it is recommended to revise the current Position Classification Schedule and re-adjust position pay grades by moving some positions down one (1) pay grade level (depending on the position) as compared to the current schedule. Staff members would then be

realigned at or above their pay rate in the new position grade level to account for the change in grade.

If the realignment of the staff pay rates to the proposed position classification schedule were to be withheld, increases of 7.69% to all position classification pay grades would take place. The fiscal impact to the City's fiscal year 2020-2021 budget if the realignment did not take place would be approximately \$43,600, including a \$30,500 cost impact to the General Fund.

It is recommended that the realignment of current salary for existing staff to the updated General Salary Schedules and Position Classification Schedule be approved. The minimum wage adjustments would be retroactive to January 1, 2021, with the actual payment of any wages due from the minimum wage adjustment taking place on the first payroll following the removal of the salary freeze that was instituted on July 1, 2020.

Additionally, in continuing to work on the City's organizational structure and staffing plans, the position classification description for an Associate Engineer has been reviewed, revised, and submitted for your consideration. The job description is shown as Exhibit "C" of the attached resolution.

The Associate Engineer position has been held by a contract labor agency employee. When staff completed a cost analysis on the recommended positions it was determined that the City would reduce expenditures by converting the occupied positions from contract labor to City employed staff. Reductions could be achieved as the short- and long-term costs of City staff salary, benefits, and related pension costs are less than those charged by contract labor agencies. The estimated savings are primarily due to recent changes in the funding of the public retirement system (CalPERS – 2013) as the employee now participates with the employer in the sharing of the cost of this program.

FISCAL IMPACTS:

The impact of the change in the State's minimum wage, including additional employer contributions to Medicare and CalPERS, to the City's budget for the remainder of FY 2020-21 is approximately \$2,200, of which approximately \$1,400 would be provided by the General Fund.

Submitted by:
Robert Howell
Acting Administrative Services Director

Approved by:
Gary Nordquist
City Manager

RESOLUTION NO. 2021 – __

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, UPDATING THE POSITION CLASSIFICATION SCHEDULE,
THE GENERAL SALARY SCHEDULE RESULTING FROM THE INCREASE
TO MINIMUM HOURLY WAGE RATE, AND APPROVING THE ASSOCIATE
ENGINEER POSITION CLASSIFICATION DESCRIPTION**

WHEREAS, the City of Wildomar was incorporated July 1, 2008 and adopted Ordinance No. 08-14 establishing the Personnel Rules and at the City Council meeting of October 13, 2010, the Ordinance was repealed and replaced by Ordinance No. 53, adding Chapter 2.07 to the Wildomar Municipal Code establishing the City of Wildomar Personnel Rules and;

WHEREAS, on June 18, 2014, the City Council adopted Ordinance No. 96 entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 2.36 (PERSONNEL SYSTEM) OF THE WILDOMAR MUNICIPAL CODE;”

WHEREAS, Ordinance No. 96 amended Chapter 2.36 of the Wildomar Municipal Code and the City’s Personnel Rules are to be adopted by resolution of the City Council; and

WHEREAS, Ordinance No. 96 among other things, states that the City Council shall have the authority to adopt, amend or repeal the Personnel Rules and the Human Resources Officer shall have authority to prepare and recommend revisions to the Personnel Rules and;

WHEREAS, the Human Resources Officer of the City of Wildomar recommends that the classification/compensation plan be updated to reflect recent changes in the minimum hourly wage rate and include the changes to position classification paygrades as impacted by this wage rate change and as required by City Municipal Code Ordinance Number 96, section 2.36.050;

WHEREAS, to avoid salary compression issues with existing staff salaries would arise from the increasing minimum wage, existing staff salaries will be realigned on the proposed Salary Schedules to the nearest paygrade/step and shall not incur a decrease to current salary.

WHEREAS, in continuing to work on the City’s organizational structure it would best be serviced by creating the Position Classification Description of the Associate Engineer and place the position on the Position Classification Listing and Schedule of Approved Positions.

NOW, THEREFORE, BE IT RESOLVED that the salary pay grades, steps and hourly rates, position classifications for city employees in the City of Wildomar shall be set forth on the following schedules:

Exhibit "A" Position Classification Schedule
Exhibit "B" General Salary Schedule
Exhibit "C": Schedule of Approved Positions
Exhibit "D" Classification Description – Associate Engineer

BE IT FURTHER RESOLVED that the salary ranges and steps contained in this resolution shall become effective on January 1, 2021, or on the date specified by the individual salary schedule review or contract, with the payment of those minimum wage changes taking place on the first payroll following the lifting of the salary freeze that was implemented on July 1, 2020.

PASSED, APPROVED AND ADOPTED this 13th day of January, 2021.

Dustin Nigg
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales
City Clerk

City of Wildomar
Position Classification Schedule - Revised Pay Grades
and Added Positions - January 2021

Current Pay Grade	Classification	FLSA Status	Group	Career Family	Date
23	Accounting Manager	Exempt	Mgmt	Accounting	1/13/2021
12	Accounting Specialist	Non-Exempt	General	Administration	1/13/2021
2	Administrative Aide I	Non-Exempt	General	Administration	1/13/2021
4	Administrative Aide II	Non-Exempt	General	Administration	1/13/2021
13	Administrative Analyst	Non-Exempt	General	Administration	1/13/2021
17	Administrative Analyst II	Non-Exempt	General	Administration	1/13/2021
23	Administrative Analyst - Senior	Non-Exempt	General	Administration	1/13/2021
23	Administrative Analyst - Senior	Non-Exempt	General	Engineering	1/13/2021
7	Administrative Assistant I	Non-Exempt	General	Administration	1/13/2021
11	Administrative Assistant II	Non-Exempt	General	Administration	1/13/2021
37	Administrative Services Director	Exempt	Mgmt	Administration	1/13/2021
7	Animal Services Officer	Non-Exempt	General	Animal Control	1/13/2021
14	Animal Services Supervisor	Non-Exempt	General	Animal Control	1/13/2021
15	Assistant City Clerk	Non-Exempt	General	City Clerk	1/13/2021
18	Assistant Engineer	Non-Exempt	General	Engineering	1/13/2021
17	Assistant Planner	Non-Exempt	General	Planning	1/13/2021
40	Assistant City Manager	Exempt	Exec	Administration	1/13/2021
20	Associate Engineer	Non-Exempt	General	Engineering	1/13/2021
22	Associate Planner	Non-Exempt	General	Planning	1/13/2021
15	Building Inspector I	Non-Exempt	General	Building	1/13/2021
17	Building Inspector II	Non-Exempt	General	Building	1/13/2021
29	Chief Building Official	Exempt	Mgmt	Building	1/13/2021
27	City Clerk	Exempt	Mgmt	City Clerk	1/13/2021
31	City Engineer	Exempt	Mgmt	Engineering	1/13/2021
Contract	City Manager	Exempt	Exec	City Manager	1/13/2021
11	Code Enforcement Officer I	Non-Exempt	General	Code	1/13/2021
13	Code Enforcement Officer II	Non-Exempt	General	Code	1/13/2021
37	Community Services Director	Exempt	Mgmt	Community Services	1/13/2021
21	Community Services Manager	Exempt	Mgmt	Community Services	1/13/2021
11	Development Services Technician	Non-Exempt	General	Building	1/13/2021
30	Economic Development Director	Exempt	Mgmt	Economic Development	1/13/2021
23	Economic Development Manager	Exempt	Mgmt	Economic Development	1/13/2021
29	Finance Manager	Exempt	Mgmt	Finance	1/13/2021
37	Finance Director	Exempt	Mgmt	Finance	1/13/2021
7	Groundswoker I	Non-Exempt	General	Maintenance	1/13/2021
9	Groundswoker II	Non-Exempt	General	Maintenance	1/13/2021
11	Groundswoker- Senior	Non-Exempt	General	Maintenance	1/13/2021
22	Human Resources Administrator	Non-Exempt	General	Human Resources	1/13/2021
1	Intern I (Undergraduate)	Non-Exempt	General	varies	1/13/2021
6	Intern II (Graduate)	Non-Exempt	General	varies	1/13/2021
16	Manager of Operations and Maintenance	Exempt	Mgmt	Maintenance	1/13/2021
22	Parks, Community Services, and Cemetery District Manager	Exempt	Mgmt	Maintenance	1/13/2021
37	Planning Director	Exempt	Mgmt	Planning	1/13/2021
15	Plans Examiner	Non-Exempt	General	Building	1/13/2021
37	Public Works Director	Exempt	Mgmt	Public Works	1/13/2021
1	Recreation Leaders I	Non-Exempt	General	Community Services	1/13/2021
6	Recreation Leader II	Non-Exempt	General	Community Services	1/13/2021
24	Senior Planner	Non-Exempt	General	Planning	1/13/2021

EXHIBIT B
Annual Salary by Pay Grade and Step

Pay Grades @ 5% changes	Salary Steps @ 2.5%									
	A	B	C	D	E	F	G	H	I	J
1	\$ 29,120.00	\$ 29,848.00	\$ 30,594.20	\$ 31,359.06	\$ 32,143.03	\$ 32,946.61	\$ 33,770.27	\$ 34,614.53	\$ 35,479.89	\$ 36,366.89
2	30,576.00	31,340.40	32,123.91	32,927.01	33,750.18	34,593.94	35,458.79	36,345.26	37,253.89	38,185.23
3	32,104.80	32,907.42	33,730.11	34,573.36	35,437.69	36,323.63	37,231.73	38,162.52	39,116.58	40,094.50
4	33,710.04	34,552.79	35,416.61	36,302.03	37,209.58	38,139.82	39,093.31	40,070.64	41,072.41	42,099.22
5	35,395.54	36,280.43	37,187.44	38,117.13	39,070.06	40,046.81	41,047.98	42,074.18	43,126.03	44,204.18
6	37,165.32	38,094.45	39,046.81	40,022.98	41,023.56	42,049.15	43,100.38	44,177.89	45,282.33	46,414.39
7	39,023.59	39,999.17	40,999.15	42,024.13	43,074.74	44,151.60	45,255.39	46,386.78	47,546.45	48,735.11
8	40,974.76	41,999.13	43,049.11	44,125.34	45,228.47	46,359.18	47,518.16	48,706.12	49,923.77	51,171.87
9	43,023.50	44,099.09	45,201.57	46,331.61	47,489.90	48,677.14	49,894.07	51,141.42	52,419.96	53,730.46
10	45,174.68	46,304.04	47,461.65	48,648.19	49,864.39	51,111.00	52,388.78	53,698.50	55,040.96	56,416.98
11	47,433.41	48,619.25	49,834.73	51,080.60	52,357.61	53,666.55	55,008.22	56,383.42	57,793.01	59,237.83
12	49,805.08	51,050.21	52,326.46	53,634.63	54,975.49	56,349.88	57,758.63	59,202.59	60,682.66	62,199.72
13	52,295.34	53,602.72	54,942.79	56,316.36	57,724.27	59,167.37	60,646.56	62,162.72	63,716.79	65,309.71
14	54,910.10	56,282.86	57,689.93	59,132.18	60,610.48	62,125.74	63,678.89	65,270.86	66,902.63	68,575.19
15	57,655.61	59,097.00	60,574.42	62,088.78	63,641.00	65,232.03	66,862.83	68,534.40	70,247.76	72,003.95
16	60,538.39	62,051.85	63,603.14	65,193.22	66,823.05	68,493.63	70,205.97	71,961.12	73,760.15	75,604.15
17	63,565.31	65,154.44	66,783.30	68,452.88	70,164.21	71,918.31	73,716.27	75,559.18	77,448.16	79,384.36
18	66,743.57	68,412.16	70,122.47	71,875.53	73,672.42	75,514.23	77,402.08	79,337.13	81,320.56	83,353.58
19	70,080.75	71,832.77	73,628.59	75,469.30	77,356.04	79,289.94	81,272.19	83,303.99	85,386.59	87,521.26
20	73,584.79	75,424.41	77,310.02	79,242.77	81,223.84	83,254.44	85,335.80	87,469.19	89,655.92	91,897.32
21	77,264.03	79,195.63	81,175.52	83,204.91	85,285.03	87,417.16	89,602.59	91,842.65	94,138.72	96,492.18
22	81,127.23	83,155.41	85,234.30	87,365.15	89,549.28	91,788.02	94,082.72	96,434.78	98,845.65	101,316.79
23	85,183.59	87,313.18	89,496.01	91,733.41	94,026.75	96,377.42	98,786.85	101,256.52	103,787.94	106,382.63
24	89,442.77	91,678.84	93,970.81	96,320.08	98,728.08	101,196.29	103,726.19	106,319.35	108,977.33	111,701.77
25	93,914.91	96,262.78	98,669.35	101,136.09	103,664.49	106,256.10	108,912.50	111,635.32	114,426.20	117,286.85
26	98,610.66	101,075.92	103,602.82	106,192.89	108,847.71	111,568.91	114,358.13	117,217.08	120,147.51	123,151.20
27	103,541.19	106,129.72	108,782.96	111,502.54	114,290.10	117,147.35	120,076.04	123,077.94	126,154.88	129,308.76
28	108,718.25	111,436.20	114,222.11	117,077.66	120,004.60	123,004.72	126,079.84	129,231.83	132,462.63	135,774.19
29	114,154.16	117,008.01	119,933.21	122,931.55	126,004.83	129,154.95	132,383.83	135,693.42	139,085.76	142,562.90
30	119,861.87	122,858.42	125,929.88	129,078.12	132,305.08	135,612.70	139,003.02	142,478.10	146,040.05	149,691.05
31	125,854.96	129,001.34	132,226.37	135,532.03	138,920.33	142,393.34	145,953.17	149,602.00	153,342.05	157,175.60
32	132,147.71	135,451.40	138,837.69	142,308.63	145,866.35	149,513.00	153,250.83	157,082.10	161,009.15	165,034.38
33	138,755.10	142,223.97	145,779.57	149,424.06	153,159.66	156,988.65	160,913.37	164,936.21	169,059.61	173,286.10
34	145,692.85	149,335.17	153,068.55	156,895.26	160,817.65	164,838.09	168,959.04	173,183.02	177,512.59	181,950.41
35	152,977.49	156,801.93	160,721.98	164,740.03	168,858.53	173,079.99	177,406.99	181,842.17	186,388.22	191,047.93
36	160,626.37	164,642.03	168,758.08	172,977.03	177,301.46	181,733.99	186,277.34	190,934.27	195,707.63	200,600.32
37	168,657.69	172,874.13	177,195.98	181,625.88	186,166.53	190,820.69	195,591.21	200,480.99	205,493.01	210,630.34
38	177,090.57	181,517.83	186,055.78	190,707.17	195,474.85	200,361.73	205,370.77	210,505.04	215,767.66	221,161.86
39	185,945.10	190,593.73	195,358.57	200,242.53	205,248.60	210,379.81	215,639.31	221,030.29	226,556.05	232,219.95
40	195,242.35	200,123.41	205,126.50	210,254.66	215,511.03	220,898.80	226,421.27	232,081.80	237,883.85	243,830.95
41	205,004.47	210,129.58	215,382.82	220,767.39	226,286.58	231,943.74	237,742.34	243,685.89	249,778.04	256,022.49
42	215,254.69	220,636.06	226,151.96	231,805.76	237,600.91	243,540.93	249,629.45	255,870.19	262,266.94	268,823.62
43	226,017.43	231,667.87	237,459.56	243,396.05	249,480.95	255,717.98	262,110.93	268,663.70	275,380.29	282,264.80
44	237,318.30	243,251.26	249,332.54	255,565.85	261,955.00	268,503.87	275,216.47	282,096.88	289,149.31	296,378.04
45	249,184.22	255,413.82	261,799.17	268,344.15	275,052.75	281,929.07	288,977.30	296,201.73	303,606.77	311,196.94
46	261,643.43	268,184.51	274,889.13	281,761.35	288,805.39	296,025.52	303,426.16	311,011.81	318,787.11	326,756.79
47	274,725.60	281,593.74	288,633.58	295,849.42	303,245.66	310,826.80	318,597.47	326,562.40	334,726.46	343,094.63
48	288,461.88	295,673.43	303,065.26	310,641.89	318,407.94	326,368.14	334,527.34	342,890.53	351,462.79	360,249.36

EXHIBIT B
Monthly Salary by Paygrade and Steps

Pay Grades @ 5% changes	Salary Steps at 2.5%									
	A	B	C	D	E	F	G	H	I	J
1	\$ 2,426.67	\$ 2,487.33	\$ 2,549.52	\$ 2,613.25	\$ 2,678.59	\$ 2,745.55	\$ 2,814.19	\$ 2,884.54	\$ 2,956.66	\$ 3,030.57
2	2,548.00	2,611.70	2,676.99	2,743.92	2,812.52	2,882.83	2,954.90	3,028.77	3,104.49	3,182.10
3	2,675.40	2,742.29	2,810.84	2,881.11	2,953.14	3,026.97	3,102.64	3,180.21	3,259.72	3,341.21
4	2,809.17	2,879.40	2,951.38	3,025.17	3,100.80	3,178.32	3,257.78	3,339.22	3,422.70	3,508.27
5	2,949.63	3,023.37	3,098.95	3,176.43	3,255.84	3,337.23	3,420.66	3,506.18	3,593.84	3,683.68
6	3,097.11	3,174.54	3,253.90	3,335.25	3,418.63	3,504.10	3,591.70	3,681.49	3,773.53	3,867.87
7	3,251.97	3,333.26	3,416.60	3,502.01	3,589.56	3,679.30	3,771.28	3,865.56	3,962.20	4,061.26
8	3,414.56	3,499.93	3,587.43	3,677.11	3,769.04	3,863.27	3,959.85	4,058.84	4,160.31	4,264.32
9	3,585.29	3,674.92	3,766.80	3,860.97	3,957.49	4,056.43	4,157.84	4,261.79	4,368.33	4,477.54
10	3,764.56	3,858.67	3,955.14	4,054.02	4,155.37	4,259.25	4,365.73	4,474.87	4,586.75	4,701.42
11	3,952.78	4,051.60	4,152.89	4,256.72	4,363.13	4,472.21	4,584.02	4,698.62	4,816.08	4,936.49
12	4,150.42	4,254.18	4,360.54	4,469.55	4,581.29	4,695.82	4,813.22	4,933.55	5,056.89	5,183.31
13	4,357.94	4,466.89	4,578.57	4,693.03	4,810.36	4,930.61	5,053.88	5,180.23	5,309.73	5,442.48
14	4,575.84	4,690.24	4,807.49	4,927.68	5,050.87	5,177.15	5,306.57	5,439.24	5,575.22	5,714.60
15	4,804.63	4,924.75	5,047.87	5,174.07	5,303.42	5,436.00	5,571.90	5,711.20	5,853.98	6,000.33
16	5,044.87	5,170.99	5,300.26	5,432.77	5,568.59	5,707.80	5,850.50	5,996.76	6,146.68	6,300.35
17	5,297.11	5,429.54	5,565.28	5,704.41	5,847.02	5,993.19	6,143.02	6,296.60	6,454.01	6,615.36
18	5,561.96	5,701.01	5,843.54	5,989.63	6,139.37	6,292.85	6,450.17	6,611.43	6,776.71	6,946.13
19	5,840.06	5,986.06	6,135.72	6,289.11	6,446.34	6,607.49	6,772.68	6,942.00	7,115.55	7,293.44
20	6,132.07	6,285.37	6,442.50	6,603.56	6,768.65	6,937.87	7,111.32	7,289.10	7,471.33	7,658.11
21	6,438.67	6,599.64	6,764.63	6,933.74	7,107.09	7,284.76	7,466.88	7,653.55	7,844.89	8,041.02
22	6,760.60	6,929.62	7,102.86	7,280.43	7,462.44	7,649.00	7,840.23	8,036.23	8,237.14	8,443.07
23	7,098.63	7,276.10	7,458.00	7,644.45	7,835.56	8,031.45	8,232.24	8,438.04	8,648.99	8,865.22
24	7,453.56	7,639.90	7,830.90	8,026.67	8,227.34	8,433.02	8,643.85	8,859.95	9,081.44	9,308.48
25	7,826.24	8,021.90	8,222.45	8,428.01	8,638.71	8,854.68	9,076.04	9,302.94	9,535.52	9,773.90
26	8,217.55	8,422.99	8,633.57	8,849.41	9,070.64	9,297.41	9,529.84	9,768.09	10,012.29	10,262.60
27	8,628.43	8,844.14	9,065.25	9,291.88	9,524.17	9,762.28	10,006.34	10,256.49	10,512.91	10,775.73
28	9,059.85	9,286.35	9,518.51	9,756.47	10,000.38	10,250.39	10,506.65	10,769.32	11,038.55	11,314.52
29	9,512.85	9,750.67	9,994.43	10,244.30	10,500.40	10,762.91	11,031.99	11,307.79	11,590.48	11,880.24
30	9,988.49	10,238.20	10,494.16	10,756.51	11,025.42	11,301.06	11,583.59	11,873.17	12,170.00	12,474.25
31	10,487.91	10,750.11	11,018.86	11,294.34	11,576.69	11,866.11	12,162.76	12,466.83	12,778.50	13,097.97
32	11,012.31	11,287.62	11,569.81	11,859.05	12,155.53	12,459.42	12,770.90	13,090.18	13,417.43	13,752.87
33	11,562.92	11,852.00	12,148.30	12,452.01	12,763.31	13,082.39	13,409.45	13,744.68	14,088.30	14,440.51
34	12,141.07	12,444.60	12,755.71	13,074.61	13,401.47	13,736.51	14,079.92	14,431.92	14,792.72	15,162.53
35	12,748.12	13,066.83	13,393.50	13,728.34	14,071.54	14,423.33	14,783.92	15,153.51	15,532.35	15,920.66
36	13,385.53	13,720.17	14,063.17	14,414.75	14,775.12	15,144.50	15,523.11	15,911.19	16,308.97	16,716.69
37	14,054.81	14,406.18	14,766.33	15,135.49	15,513.88	15,901.72	16,299.27	16,706.75	17,124.42	17,552.53
38	14,757.55	15,126.49	15,504.65	15,892.26	16,289.57	16,696.81	17,114.23	17,542.09	17,980.64	18,430.15
39	15,495.42	15,882.81	16,279.88	16,686.88	17,104.05	17,531.65	17,969.94	18,419.19	18,879.67	19,351.66
40	16,270.20	16,676.95	17,093.87	17,521.22	17,959.25	18,408.23	18,868.44	19,340.15	19,823.65	20,319.25
41	17,083.71	17,510.80	17,948.57	18,397.28	18,857.21	19,328.65	19,811.86	20,307.16	20,814.84	21,335.21
42	17,937.89	18,386.34	18,846.00	19,317.15	19,800.08	20,295.08	20,802.45	21,322.52	21,855.58	22,401.97
43	18,834.79	19,305.66	19,788.30	20,283.00	20,790.08	21,309.83	21,842.58	22,388.64	22,948.36	23,522.07
44	19,776.53	20,270.94	20,777.71	21,297.15	21,829.58	22,375.32	22,934.71	23,508.07	24,095.78	24,698.17
45	20,765.35	21,284.49	21,816.60	22,362.01	22,921.06	23,494.09	24,081.44	24,683.48	25,300.56	25,933.08
46	21,803.62	22,348.71	22,907.43	23,480.11	24,067.12	24,668.79	25,285.51	25,917.65	26,565.59	27,229.73
47	22,893.80	23,466.14	24,052.80	24,654.12	25,270.47	25,902.23	26,549.79	27,213.53	27,893.87	28,591.22
48	24,038.49	24,639.45	25,255.44	25,886.82	26,533.99	27,197.34	27,877.28	28,574.21	29,288.57	30,020.78

EXHIBIT B
Salary Per Pay Period - Bi Weekly

Pay Grades @ 5% changes	Salary Steps @ 2.5%									
	A	B	C	D	E	F	G	H	I	J
1	\$ 1,120.00	\$ 1,148.00	\$ 1,176.70	\$ 1,206.12	\$ 1,236.27	\$ 1,267.18	\$ 1,298.86	\$ 1,331.33	\$ 1,364.61	\$ 1,398.73
2	1,176.00	1,205.40	1,235.54	1,266.42	1,298.08	1,330.54	1,363.80	1,397.89	1,432.84	1,468.66
3	1,234.80	1,265.67	1,297.31	1,329.74	1,362.99	1,397.06	1,431.99	1,467.79	1,504.48	1,542.10
4	1,296.54	1,328.95	1,362.18	1,396.23	1,431.14	1,466.92	1,503.59	1,541.18	1,579.71	1,619.20
5	1,361.37	1,395.40	1,430.29	1,466.04	1,502.69	1,540.26	1,578.77	1,618.24	1,658.69	1,700.16
6	1,429.44	1,465.17	1,501.80	1,539.35	1,577.83	1,617.27	1,657.71	1,699.15	1,741.63	1,785.17
7	1,500.91	1,538.43	1,576.89	1,616.31	1,656.72	1,698.14	1,740.59	1,784.11	1,828.71	1,874.43
8	1,575.95	1,615.35	1,655.74	1,697.13	1,739.56	1,783.05	1,827.62	1,873.31	1,920.15	1,968.15
9	1,654.75	1,696.12	1,738.52	1,781.98	1,826.53	1,872.20	1,919.00	1,966.98	2,016.15	2,066.56
10	1,737.49	1,780.92	1,825.45	1,871.08	1,917.86	1,965.81	2,014.95	2,065.33	2,116.96	2,169.88
11	1,824.36	1,869.97	1,916.72	1,964.64	2,013.75	2,064.10	2,115.70	2,168.59	2,222.81	2,278.38
12	1,915.58	1,963.47	2,012.56	2,062.87	2,114.44	2,167.30	2,221.49	2,277.02	2,333.95	2,392.30
13	2,011.36	2,061.64	2,113.18	2,166.01	2,220.16	2,275.67	2,332.56	2,390.87	2,450.65	2,511.91
14	2,111.93	2,164.73	2,218.84	2,274.31	2,331.17	2,389.45	2,449.19	2,510.42	2,573.18	2,637.51
15	2,217.52	2,272.96	2,329.79	2,388.03	2,447.73	2,508.92	2,571.65	2,635.94	2,701.84	2,769.38
16	2,328.40	2,386.61	2,446.27	2,507.43	2,570.12	2,634.37	2,700.23	2,767.74	2,836.93	2,907.85
17	2,444.82	2,505.94	2,568.59	2,632.80	2,698.62	2,766.09	2,835.24	2,906.12	2,978.78	3,053.24
18	2,567.06	2,631.24	2,697.02	2,764.44	2,833.55	2,904.39	2,977.00	3,051.43	3,127.71	3,205.91
19	2,695.41	2,762.80	2,831.87	2,902.67	2,975.23	3,049.61	3,125.85	3,204.00	3,284.10	3,366.20
20	2,830.18	2,900.94	2,973.46	3,047.80	3,123.99	3,202.09	3,282.15	3,364.20	3,448.30	3,534.51
21	2,971.69	3,045.99	3,122.14	3,200.19	3,280.19	3,362.20	3,446.25	3,532.41	3,620.72	3,711.24
22	3,120.28	3,198.29	3,278.24	3,360.20	3,444.20	3,530.31	3,618.57	3,709.03	3,801.76	3,896.80
23	3,276.29	3,358.20	3,442.15	3,528.21	3,616.41	3,706.82	3,799.49	3,894.48	3,991.84	4,091.64
24	3,440.11	3,526.11	3,614.26	3,704.62	3,797.23	3,892.16	3,989.47	4,089.21	4,191.44	4,296.22
25	3,612.11	3,702.41	3,794.98	3,889.85	3,987.10	4,086.77	4,188.94	4,293.67	4,401.01	4,511.03
26	3,792.72	3,887.54	3,984.72	4,084.34	4,186.45	4,291.11	4,398.39	4,508.35	4,621.06	4,736.58
27	3,982.35	4,081.91	4,183.96	4,288.56	4,395.77	4,505.67	4,618.31	4,733.77	4,852.11	4,973.41
28	4,181.47	4,286.01	4,393.16	4,502.99	4,615.56	4,730.95	4,849.22	4,970.46	5,094.72	5,222.08
29	4,390.54	4,500.31	4,612.82	4,728.14	4,846.34	4,967.50	5,091.69	5,218.98	5,349.45	5,483.19
30	4,610.07	4,725.32	4,843.46	4,964.54	5,088.66	5,215.87	5,346.27	5,479.93	5,616.92	5,757.35
31	4,840.58	4,961.59	5,085.63	5,212.77	5,343.09	5,476.67	5,613.58	5,753.92	5,897.77	6,045.22
32	5,082.60	5,209.67	5,339.91	5,473.41	5,610.24	5,750.50	5,894.26	6,041.62	6,192.66	6,347.48
33	5,336.73	5,470.15	5,606.91	5,747.08	5,890.76	6,038.03	6,188.98	6,343.70	6,502.29	6,664.85
34	5,603.57	5,743.66	5,887.25	6,034.43	6,185.29	6,339.93	6,498.42	6,660.89	6,827.41	6,998.09
35	5,883.75	6,030.84	6,181.61	6,336.15	6,494.56	6,656.92	6,823.35	6,993.93	7,168.78	7,348.00
36	6,177.94	6,332.39	6,490.70	6,652.96	6,819.29	6,989.77	7,164.51	7,343.63	7,527.22	7,715.40
37	6,486.83	6,649.00	6,815.23	6,985.61	7,160.25	7,339.26	7,522.74	7,710.81	7,903.58	8,101.17
38	6,811.18	6,981.46	7,155.99	7,334.89	7,518.26	7,706.22	7,898.88	8,096.35	8,298.76	8,506.23
39	7,151.73	7,330.53	7,513.79	7,701.64	7,894.18	8,091.53	8,293.82	8,501.16	8,713.69	8,931.54
40	7,509.32	7,697.05	7,889.48	8,086.72	8,288.89	8,496.11	8,708.51	8,926.22	9,149.38	9,378.11
41	7,884.79	8,081.91	8,283.95	8,491.05	8,703.33	8,920.91	9,143.94	9,372.53	9,606.85	9,847.02
42	8,279.03	8,486.00	8,698.15	8,915.61	9,138.50	9,366.96	9,601.13	9,841.16	10,087.19	10,339.37
43	8,692.98	8,910.30	9,133.06	9,361.39	9,595.42	9,835.31	10,081.19	10,333.22	10,591.55	10,856.34
44	9,127.63	9,355.82	9,589.71	9,829.46	10,075.19	10,327.07	10,585.25	10,849.88	11,121.13	11,399.16
45	9,584.01	9,823.61	10,069.20	10,320.93	10,578.95	10,843.43	11,114.51	11,392.37	11,677.18	11,969.11
46	10,063.21	10,314.79	10,572.66	10,836.98	11,107.90	11,385.60	11,670.24	11,961.99	12,261.04	12,567.57
47	10,566.37	10,830.53	11,101.29	11,378.82	11,663.29	11,954.88	12,253.75	12,560.09	12,874.09	13,195.95
48	11,094.69	11,372.05	11,656.36	11,947.77	12,246.46	12,552.62	12,866.44	13,188.10	13,517.80	13,855.74

EXHIBIT B
Hourly Rates

Pay Grades	Salary Steps @ 2.5%									
	A	B	C	D	E	F	G	H	I	J
1	\$ 14.00	\$ 14.35	\$ 14.71	\$ 15.08	\$ 15.45	\$ 15.84	\$ 16.24	\$ 16.64	\$ 17.06	\$ 17.48
2	14.70	15.07	15.44	15.83	16.23	16.63	17.05	17.47	17.91	18.36
3	15.44	15.82	16.22	16.62	17.04	17.46	17.90	18.35	18.81	19.28
4	16.21	16.61	17.03	17.45	17.89	18.34	18.79	19.26	19.75	20.24
5	17.02	17.44	17.88	18.33	18.78	19.25	19.73	20.23	20.73	21.25
6	17.87	18.31	18.77	19.24	19.72	20.22	20.72	21.24	21.77	22.31
7	18.76	19.23	19.71	20.20	20.71	21.23	21.76	22.30	22.86	23.43
8	19.70	20.19	20.70	21.21	21.74	22.29	22.85	23.42	24.00	24.60
9	20.68	21.20	21.73	22.27	22.83	23.40	23.99	24.59	25.20	25.83
10	21.72	22.26	22.82	23.39	23.97	24.57	25.19	25.82	26.46	27.12
11	22.80	23.37	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48
12	23.94	24.54	25.16	25.79	26.43	27.09	27.77	28.46	29.17	29.90
13	25.14	25.77	26.41	27.08	27.75	28.45	29.16	29.89	30.63	31.40
14	26.40	27.06	27.74	28.43	29.14	29.87	30.61	31.38	32.16	32.97
15	27.72	28.41	29.12	29.85	30.60	31.36	32.15	32.95	33.77	34.62
16	29.10	29.83	30.58	31.34	32.13	32.93	33.75	34.60	35.46	36.35
17	30.56	31.32	32.11	32.91	33.73	34.58	35.44	36.33	37.23	38.17
18	32.09	32.89	33.71	34.56	35.42	36.30	37.21	38.14	39.10	40.07
19	33.69	34.53	35.40	36.28	37.19	38.12	39.07	40.05	41.05	42.08
20	35.38	36.26	37.17	38.10	39.05	40.03	41.03	42.05	43.10	44.18
21	37.15	38.07	39.03	40.00	41.00	42.03	43.08	44.16	45.26	46.39
22	39.00	39.98	40.98	42.00	43.05	44.13	45.23	46.36	47.52	48.71
23	40.95	41.98	43.03	44.10	45.21	46.34	47.49	48.68	49.90	51.15
24	43.00	44.08	45.18	46.31	47.47	48.65	49.87	51.12	52.39	53.70
25	45.15	46.28	47.44	48.62	49.84	51.08	52.36	53.67	55.01	56.39
26	47.41	48.59	49.81	51.05	52.33	53.64	54.98	56.35	57.76	59.21
27	49.78	51.02	52.30	53.61	54.95	56.32	57.73	59.17	60.65	62.17
28	52.27	53.58	54.91	56.29	57.69	59.14	60.62	62.13	63.68	65.28
29	54.88	56.25	57.66	59.10	60.58	62.09	63.65	65.24	66.87	68.54
30	57.63	59.07	60.54	62.06	63.61	65.20	66.83	68.50	70.21	71.97
31	60.51	62.02	63.57	65.16	66.79	68.46	70.17	71.92	73.72	75.57
32	63.53	65.12	66.75	68.42	70.13	71.88	73.68	75.52	77.41	79.34
33	66.71	68.38	70.09	71.84	73.63	75.48	77.36	79.30	81.28	83.31
34	70.04	71.80	73.59	75.43	77.32	79.25	81.23	83.26	85.34	87.48
35	73.55	75.39	77.27	79.20	81.18	83.21	85.29	87.42	89.61	91.85
36	77.22	79.15	81.13	83.16	85.24	87.37	89.56	91.80	94.09	96.44
37	81.09	83.11	85.19	87.32	89.50	91.74	94.03	96.39	98.79	101.26
38	85.14	87.27	89.45	91.69	93.98	96.33	98.74	101.20	103.73	106.33
39	89.40	91.63	93.92	96.27	98.68	101.14	103.67	106.26	108.92	111.64
40	93.87	96.21	98.62	101.08	103.61	106.20	108.86	111.58	114.37	117.23
41	98.56	101.02	103.55	106.14	108.79	111.51	114.30	117.16	120.09	123.09
42	103.49	106.08	108.73	111.45	114.23	117.09	120.01	123.01	126.09	129.24
43	108.66	111.38	114.16	117.02	119.94	122.94	126.01	129.17	132.39	135.70
44	114.10	116.95	119.87	122.87	125.94	129.09	132.32	135.62	139.01	142.49
45	119.80	122.80	125.86	129.01	132.24	135.54	138.93	142.40	145.96	149.61
46	125.79	128.93	132.16	135.46	138.85	142.32	145.88	149.52	153.26	157.09
47	132.08	135.38	138.77	142.24	145.79	149.44	153.17	157.00	160.93	164.95
48	138.68	142.15	145.70	149.35	153.08	156.91	160.83	164.85	168.97	173.20

City of Wildomar
Schedule of Approved Positions
FY 2020-21

Revised January 13, 2021

Position	Approved Positions	Budgeted Salary	Health Insurance Allotment	Other Compensation, Retirement & Payroll Taxes	Total Position Cost
Full-Time Positions (except City Council)					
City Council Member (each)	5	\$ 4,800	\$ 14,400	\$ 7,078	\$ 26,278
City Manager	1	219,003	14,400	84,870	318,273
Assistant City Manager/PW Director	1	220,986	14,400	32,343	267,729
Planning Director	1	172,869	14,400	46,791	234,060
City Clerk	1	111,503	14,400	30,095	155,998
Chief Building Official	1	117,008	14,400	17,551	148,959
Economic Development Director	1	122,853	14,400	38,170	175,423
Administrative Services Director	1	156,611	14,400	23,492	194,503
Administrative Analyst Sr. - Engineering	1	85,181	14,400	12,777	112,358
Administrative Analyst Sr. - Administration	1	85,181	14,400	23,393	122,974
Administrative Analyst I/II	1	61,976	14,400	8,674	85,050
Assistant Engineer	1	66,744	14,400	10,012	91,156
Associate Engineer	1	75,425	14,400	11,314	101,139
Parks, Community Svcs, & Cemetery Dist. Mgr.	1	79,099	14,400	25,038	118,537
Administrative Assistant I/II	1	46,248	14,400	6,531	67,179
Associate Planner/Sr Planner	1	85,232	14,400	11,261	110,893
Human Resources Administrator	1	81,127	14,400	12,169	107,696
Accounting Specialist	1	49,806	14,400	7,471	71,677
Grounds Worker II	1	42,420	14,400	7,980	64,800
Grounds Worker I	1	39,974	14,400	5,849	60,223
Part-Time Positions- Cost per Position					
Intern II (part-time)	1	13,384	-	1,024	14,407
Deferred Positions due to COVID-19					
Grounds Worker I	1	-	-	-	-
Administrative Assistant (part-time)	1	-	-	-	-

The City of Wildomar

CLASSIFICATION DESCRIPTION

Class Title: **Associate Engineer**
Pay Grade: **20**
Effective: **January 13, 2021**

Department: **Engineering**
Class: **General, Non-Exempt**
Revised:

GENERAL PURPOSE

Under general supervision performs responsible, complex and professional civil engineering and technical work in the field or office associated with the design, development, investigation, construction and maintenance of land development projects, public works and/or capital projects, and specialized traffic engineering assignments. Performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Associate Engineer is the Advanced Journey level classification in the Engineering series. The employee works independently on assignments and coordinates planning, managing, and/or directing the work of assistant engineering staff and/or consultants. The Associate Engineer is distinguished from the Assistant Engineer by the higher level of independence and the level of responsibility assumed and the complexity of duties assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Director of Public Works or his/her designee. May provide lead supervision to assigned staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(The following is used as a partial description and does not restrict the duties required.)

Duties may include, but are not limited to, the following:

Prepares and writes a variety of reports and documentation, including detailed Risk Management incident reports.

Capital Improvement Program (CIP) Division Duties:

Participates in a variety of professional engineering work, including the preparation and review of special projects, and project specifications; may provide public counter support. Participates in the preparation and review of preliminary and final engineering plans, cost estimates, and specifications for public works municipal projects; evaluates compliance with acceptable engineering standards, and recommends corrections or improvements. Participates in the preparation of requests for proposals relating to

projects requiring contract engineering work; directs the preparation of project cost estimates for competitive bidding purposes; reviews plans of consulting engineering firms performing work for the City and evaluates their performance; performs construction contract modifications and negotiates contract changes. Reviews operational procedures to ensure compliance with applicable policies and quality control standards; recommends changes to departmental procedures, policies, and regulations, including engineering design standards. Compiles and analyzes statistical data and prepares technical reports relating to public works and/or capital projects; assists in the preparation of cost projections for the department budget and monitors expenditures; assists in preparing annual capital improvement budgets; examines, prepares and maintains designs, specifications, plans, estimates, and reports for various capital improvement projects. Coordinates engineering activities and represents the City in meetings with other department staff, City personnel, and other internal and external agencies to ensure timely progress and completion of projects; may attend and make presentations to City committees and commissions; conducts pre-construction conferences. Coordinates the work of other staff; prepares specialized studies, cost analysis studies, specifications, work schedules; performs investigations on public works, municipal, and capital projects. Assists with contract negotiations, and makes recommendations for contract change orders. Assists inspectors with coordination of assigned projects. Performs other duties of a similar nature.

Land Development Division Duties:

Participates in a variety of professional engineering work, including the preparation and review of private development plans, subdivisions, special projects, project specifications, and may provide public counter support; acts as liaison with engineers and consultants to assist in the design of land development projects. May participate in the preparation and review of preliminary and final engineering plans, subdivision plans, and cost estimates; evaluates compliance with laws, ordinances, and acceptable engineering standards, and recommends corrections or improvements; participates in the preparation of legal descriptions and deeds for easements and rights-of-way. Reviews operational procedures to ensure compliance with applicable policies and quality control standards; recommends changes to departmental procedures, policies, and regulations, including engineering design standards. Coordinates land development activities and represents the City in meetings with other department staff, City personnel, developers, and other internal and external agencies; may attend and make presentations to City committees and commissions. Provides technical assistance to other departments and City personnel; provides assistance to the public regarding the City's land development policies and procedures. Performs other duties of a similar nature.

Environmental/Water Quality Duties:

Participates in a variety of professional engineering work, including the review of private development plans, subdivisions, special projects, and may provide public counter support; performs plan checks relating to Water Quality Management Plans

(WQMP) procedures for subdivision development, transportation projects, and capital improvement projects. Participates in the preparation and review of preliminary and final plans, reports for public works and municipal projects. Evaluates compliance with laws, ordinances, and acceptable WQMP standards, recommends corrections or improvements. Represents the City in meetings with other department staff, City personnel, and other internal and external agencies to ensure timely progress and completion of projects; attends and makes presentations to City committees and commissions. Coordinates the work of consultants and reviews the work of Division field personnel in a variety of areas. Develops public works and municipal programs/procedures. Performs other duties of a similar nature.

Traffic Engineering Division Duties:

Participates in a variety of professional engineering work, including the review of private development plans, project specifications, and may provide public counter support; performs traffic control plan checks for public and private projects. Participates in the preparation and review of preliminary and final engineering plans, including traffic signal plans, signing and striping plans, traffic control plans, cost estimates, and specifications. Evaluates compliance with laws, ordinances, and acceptable engineering standards, and recommends corrections or improvements. Provides technical assistance to other departments and City personnel; coordinates the design and construction of traffic signals, signing and striping, and CCTV camera and Communication projects. Compiles and analyzes statistical data, including traffic counts, accident history, speed surveys, channelization studies, and signal timing and coordination and makes recommendations. Represents the City in meetings with other department staff, City personnel, and other internal and external agencies; may attend and make presentations to City committees and commissions. Reviews development plans, traffic impact analysis and makes recommendations for implementation of mitigation measures. Coordinates the work of consultants and traffic signal maintenance personnel. Develops traffic engineering programs, policies and procedures. Determines the need for certain types of traffic control devices. May coordinate the work of other staff; prepares specialized studies, comprehensive reports, cost analysis studies, specifications, work schedules. Performs other duties of a similar nature.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND/OR EXPERIENCE

Bachelor's Degree from an accredited college/university preferably with a major in Civil Engineering or a closely related field; and three (3) years of increasingly responsible experience in the field of Engineering or closely related field in Public Works or an associated municipal function is desired.

KNOWLEDGE, SKILLS & ABILITIES

Knowledge of:

Civil, Traffic or Environmental engineering principles (as assigned), methods, and practices as applied in the planning, design, and construction of municipal public works projects. Pertinent laws and regulations governing the design and construction of streets, capital projects and other public works including CEQA, Subdivision Map Act and Public Contracts Code. Methods employed in the preparation of land development projects; budgets, contracts, agreements, plans, specifications, procedures, and forms associated with public works projects. Principles and techniques of engineering, drafting and estimating; alternative financing mechanisms for public works projects, including municipal finance principles and special assessment districts. Statistical and report writing methods and practices; Public Contracts Code; Standard Specifications for Public Works Construction. Occupational hazards and safety measures appropriate to work performed.

Skill to:

Operate various types of standard office equipment, including a personal computer and related software. Plan, direct, and coordinate public works, municipal and other engineering programs; operate programs within allocated amounts. Understand, explain and apply policies and procedures; analyze unusual situations and resolve them through application of management and engineering principles and practices. Plan, organize, and carry out studies and analysis. Analyze situations and take effective action. Work effectively with various governmental agencies, private firms, and the general public. Operate a motor vehicle in a safe manner.

Ability to:

Review and check complex engineering designs, computations, plans and studies. Respond to emergency and problem situations in an effective manner. Interpret and reconcile expenditure reports. Establish and maintain courteous, cooperative, and effective working relationships with those encountered in the course of work. Communicate effectively orally and in writing. Prepare clear, complete, and technically accurate reports correspondence, analytical studies and other written materials using standard office and computer equipment. Use special equipment required to collect data and perform testing. Collect and analyze data, develop recommendations based on findings, and reach sound and defensible conclusions. Speak before groups, organizations, regulatory bodies and professional meetings, respond constructively to conflict and develop effective resolutions. Use proper English, spelling, grammar and punctuation. Serve as emergency services worker in the event of an emergency.

LICENSES AND/OR CERTIFICATES

Possession of a valid California Class C Driver's License and an acceptable driving record.

Capital Improvement Program (CIP) Division and Land Development Division

Engineer-in-Training (EIT) Certificate or Certificate of Registration as a Professional Civil Engineer issued by the California State Board of Registration for Professional Engineers is desirable.

Land Development Division

Engineer-in-Training (EIT) Certificate / Land Surveyor-in-Training (LSIT) Certificate or Certificate of Registration as a Professional Civil Engineer and/or Land Surveyor issued by the California State Board of Registration for Professional Engineers is desirable.

Environmental/Water Quality

Engineer-in-Training (EIT) Certificate or Certificate of Registration as a Professional Civil Engineer issued by the California State Board of Registration for Professional Engineers is desirable.

Certified as a Qualified Storm Water Pollution Prevention Plans (SWPPP) Practitioner and Developer (QSP/QSD) and/or Certified Professional in Storm Water Quality (CPSWQ) is desirable.

Traffic Engineering Division

Engineer-in-Training (EIT) Certificate or Certificate of Registration as a Professional Civil Engineer or Traffic Engineer in the State of California is desirable. Certified to operate a Radar Unit is desirable.

SPECIAL REQUIREMENTS

Satisfactory results from Live Scan, physical examination and administrative screening. May be required to occasionally work outside of regular work hours (e.g. evenings, holidays and weekends).

SUPPLEMENTAL INFORMATION

WORKING CONDITIONS & PHYSICAL DEMANDS:

The physical and 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.

While performing the duties of this job, the employee is regularly required to stand and sit; talk or hear both in person and by telephone; use hands to finger, handle, feel or operate equipment needed to carry out duties of the position; and reach with hands and arms. The employee frequently stands or walks, and lifts and moves records and documents or objects weighing up to 50 pounds alone, and up to 100 pounds with assistance. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

The employee is regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve complex problems; use mathematical skills; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with staff, management, developers, contractors, officials and the general public.

The employee typically works in both office and field settings. In the office, the noise level is frequently quiet or moderately quiet, at or below 50 decibels. This position is also expected to perform inspections of work in the field that may require walking on uneven ground, working around machinery, fumes, dirt and gas, and in varying temperatures. When conducting site inspections, the employee works outdoors where construction and traffic noise can occasionally be above 70 decibels. In the field work may require weekend and/or night work hours. Travel requirement 10-15%.

Approval: _____
Human Resources Administrator

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #3.4

GENERAL BUSINESS

Meeting Date: January 13, 2021

TO: Mayor and City Council Members

FROM: Matthew Bassi, Planning Director

SUBJECT: Allocation of Non-Profit Replacement Funding for Fiscal Year 2020/2021

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2021 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING THE BUDGETED ALLOCATION OF
\$17,500 FOR NON-PROFIT/CDBG REPLACEMENT FUNDING FOR
FISCAL YEAR 2020/2021

BACKGROUND:

The City Council in June 2019 voted to take an advance of HUD/CDBG monies for to complete Phase 1 and Phase 2 of the Sedco Sidewalk project. One of Riverside County's (EDA) requirements to accept this advance of funds was that the CDBG Non-Profit Public Service monies (\$17,500) would not be available for several years. This included CDBG funding for FY 2019/2020 and 2020/2021. Thus, the Council unanimously decided to commit \$17,500 in FY 2019/20 "city reserve monies" (in June 2019) to replace the lost CDBG funds for our non-profit groups. The City Council again at their October 14, 2020 meeting unanimously decided to commit another \$17,500 in FY 2020/21 "city reserve monies" to replace the lost CDBG funds for our non-profit groups this fiscal year.

To maintain a similar process to the standard CDBG process (not required but as a guide), the Planning Department released the Wildomar Non-Profit Funding Application Package (Attachment C) on November 2, 2020 to the general public, as well as specific notices to last year's non-profit organizations. Organizations looking to secure a portion of the city funding were required to submit the "funding application" between November 2, 2020 and November 24, 2020. Although these groups would not be receiving FY 2020/2021 CDBG funds from EDA/HUD, the application form staff used for this process was similar to our standard CDBG form.

In order to qualify for the funding, the non-profit organizations must satisfy one of three (3) HUD program objectives. These three areas are as follows:

- Provide a benefit to low and moderate income persons,
- Prevent or eliminate slums and blight, or
- Meet other urgent community development needs due to natural disasters or other emergencies.

Examples of eligible activities include:

- Public Services such as: senior services, disabled and handicapped services, childcare services, youth services, etc.
- Housing Services such as: home improvement programs for low/mod households, including senior repair and home rehabilitation.

Examples of ineligible activities include:

- General Government expenses.
- Political or Religious Activities
- Purchase of personal equipment such as fixtures, motor vehicles, etc.

DISCUSSION:

As of the November 24, 2020 filing deadline, the City only received two (2) funding application requests totaling amount of \$68,750. The organizations and funding amounts are listed below:

1. Assistance League of Temecula Valley (ALTV) – they have requested **\$11,250** in funds to support Operation School Bell that provides low-income students (K – 12) an opportunity to purchase school appropriate clothing and shoes.
2. Helping Our People of Elsinore, Inc. (HOPE) – they have requested **\$57,500** to provide food as part of their local pantry program to people living in the Lake Elsinore Unified School District boundaries.

Both non-profit service organization applications packets are provided for Council consideration (Attachment B & C, respectively). A summary of ALTV and HOPE proposals are summarized in the table on the following page. This table may be used by Council to prioritize which organizations may receive funding.

Application Proposal Summary Table (FY 2020/21)

Organization Name (Alphabetized)	Activity Proposal Description	Application Complete (Y/N)	Previous Year(s) Funding & Amounts	Projected Client Activity (Unduplicated)	2020/21 Total Project Budget	Amount Requested
Assistance League of Temecula Valley	Operation School Bell that provides low-income students (K – 12) an opportunity to purchase school appropriate clothing and shoes.	Yes	FY 17/18 - \$10,000 FY 18/19 - \$9,000 FY 19/20 - \$8,750	620 clients/persons (K-12 children)	\$305,300	\$11,250
Helping Our People of Elsinore, Inc. (HOPE)	To provide food as part of their local pantry program to people living in the Lake Elsinore Unified School District boundaries.	Yes	FY 17/18 - N/A FY 18/19 - \$9,000 FY 19/20 - \$8,750	400 client/persons	\$260,000	\$57,500

PUBLIC NOTICING:

The Planning Department on November 2, 2020 issued a Press Release and the Funding Application package to the general public, as well as to last year's non-profit organizations regarding the opportunity to submit application proposals for this program. Applications were received from November 2, 2020 through November 24, 2020. Two proposals were submitted.

FISCAL IMPACT:

The Council has allocated/budgeted \$17,500 from the General Fund to fund these two non-profit groups for Fiscal Year 2020/21.

Respectfully Submitted,
Gary Nordquist
City Manager

Reviewed By,
Thomas D. Jex
City Attorney

ATTACHMENTS:

- A. Council Resolution 2021-____
 - Exhibit 1 – Sponsors Proposal Summary Table (FY 2020/21)
 - Exhibit 2 – Standard Form Agreement for Non-Profit Funding
- B. Assistance League of Temecula Valley Application
- C. HOPE Application
- D. Non Profit Press Release/Application Package

ATTACHMENT A

Council Resolution 2021-_____

RESOLUTION NO. 2021 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AUTHORIZING THE
BUDGETED ALLOCATION OF \$17,500 FOR NON-
PROFIT/CDBG REPLACEMENT FUNDING FOR FISCAL
YEAR 2020/2021

WHEREAS, the City of Wildomar (City) did not receive its FY 2020/21 allocation of Community Development Block Grant (CDBG) funds from the Riverside County Economic Development Agency via the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City Council on October 14, 2020 unanimously decided to commit \$17,500 in FY 2020/21 “city reserve monies” to replace the unfunded CDBG non-profit programs for this fiscal year.

WHEREAS, on November 2, 2020, the Planning Department issued a Press Release and the Funding Application package to the general public, as well as to last year’s non-profit organizations regarding the opportunity to submit application proposals for this program. Further, applications were received from November 2, 2020 through November 24, 2020; and

WHEREAS, the City received two (2) funding applications from Assistance League of Temecula Valley (ALTV) and Helping Our People Elsinore (HOPE) during the 21 day application which commenced on November 2, 2020 and concluded on November 24, 2020; and

WHEREAS, city staff reviewed and categorized these funding applications submitted by non-profit organizations competing for City’s CDBG replacement funds; and

WHEREAS, on January 13, 2021, the City Council conducted a public meeting at which time interested public service organizations and the general public had an opportunity to present their program proposals and at which time the City Council received public testimony concerning said program proposals.

NOW, THEREFORE, the City Council of the City of Wildomar does hereby resolve, determine and order as follows:

SECTION 1. Non-Profit Public Service Funds:

The City Council has allocated \$17,500 in general fund monies to be distributed between the organizations that have submitted applications for these CDBG replacement funds as shown in the attached Exhibit 1.

SECTION 2. City Council Action:

The City Council hereby adopts this resolution taking the following action:

1. Authorizing the City Manager to execute the “Sponsor’s Agreements” (attached hereto as Exhibit 2) for the use of City of Wildomar general funds to those non-profit service organizations approved for funding on January 13, 2021.

PASSED, APPROVED AND ADOPTED this 13th day of January, 2021.

Dustin Nigg
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales
City Clerk

EXHIBIT 1

Sponsors Proposal Summary Table (FY 2020/21)

Organization Name (Alphabetized)	Activity Proposal Description	Application Complete (Y/N)	Previous Year(s) Funding & Amounts	Projected Client Activity (Unduplicated)	2020/21 Total Project Budget	Amount Awarded
Assistance League of Temecula Valley	Operation School Bell that provides low-income students (K – 12) an opportunity to purchase school appropriate clothing and shoes.	Yes	FY 17/18 - \$10,000 FY 18/19 - \$9,000 FY 19/20 - \$8,750	620 clients/persons (K-12 children)	\$305,300	\$____.00
Helping Our People of Elsinore, Inc. (HOPE)	To provide food as part of their local pantry program to people living in the Lake Elsinore Unified School District boundaries.	Yes	FY 17/18 - N/A FY 18/19 - \$9,000 FY 19/20 - \$8,750	400 client/persons	\$260,000	\$____.00

EXHIBIT 2

Standard Form Agreement for Non-Profit Funding

**NON-PROFIT SPONSOR'S AGREEMENT FOR THE USE OF
CITY OF WILDOMAR REPLACEMENT FUNDS**

This Sponsor's Agreement ("Agreement"), for the use of City of Wildomar funds, is made and entered into this 13th day of January, 2021, by and between, the City of Wildomar, hereinafter referred to as "CITY", and, _____, a California non-profit Corporation, hereinafter referred to as "SPONSOR".

W I T N E S S E T H:

WHEREAS, the City of Wildomar did not receive its Community Development Block Grant (CDBG) public service grant funds for FY 2020/21 and has instead decided to offer a "one-time funding opportunity" from the City's general fund to CDBG-qualified non-profit public service providers in lieu of using typical CDBG funds to be used to assist and undertake essential community development and housing assistance activities similar to the activities that may be funded through the CDBG program; and

WHEREAS, the SPONSOR understand that this funding is a "one-time funding" grant; and

WHEREAS, after reviewing the SPONSORS proposed application to provide services, the City of Wildomar determined that the SPONSOR's activities meets the criteria for funding under the CDBG program; and

WHEREAS, the City Council desires to provide one-time funding from the City's general fund for SPONSOR's activities described herein.

NOW, THEREFORE, the CITY and SPONSOR mutually agree as follows:

1. **PURPOSE**. SPONSOR promises and agrees to undertake and assist with City's typical community development activity by utilizing the sum of \$ _____ as specifically identified in Exhibit A, which is attached hereto and incorporated herein by this reference, for the following project: " _____."

2. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective Date, as defined herein, and shall continue in full force and effect until June 30, 2021.

3. COMPLETION SCHEDULE. SPONSOR shall proceed consistent with the schedule set forth in Exhibit A (Sponsor Proposal).

4. LETTER TO PROCEED. SPONSOR shall not invoice the City for this funded project/activity covered under the terms of this Agreement prior to execution of this Agreement.

5. DISPOSITION OF FUNDS. The CITY COUNCIL has determined the final disposition and distribution of the funds for said project will be \$_____ to be paid in two (2) installments as follows:

Payment 1 = \$_____.on April 5, 2021

Payment 2 = \$_____.on June 28, 2021; and

6. PAYMENT OF FUNDS. The CITY shall pay to the SPONSOR the sum specified in Section 5 above on a reimbursable basis. The SPONSOR shall submit no more often than quarterly to the Planning Director of CITY a certified statement setting forth in detail the expenditures made for which it is asking reimbursement along with pertinent supporting documentation. The CITY shall promptly review the quarterly expenditure statement and reimburse the SPONSOR for the approved costs in accordance with its usual accounting procedures. The CITY may require from SPONSOR such supporting documentation as may be necessary and appropriate for the CITY to make its determination as to allowable costs. Each disbursement of City funds shall be made within thirty (30) days after SPONSOR has submitted, to the CITY, a complete and written approved statement of expenditures.

7. COMPLIANCE WITH LAWS AND REGULATIONS. The SPONSOR shall comply with all applicable federal, state and local laws, regulations and ordinances.

8. COOPERATION WITH COMMUNITY DEVELOPMENT ACTIVITIES.

SPONSOR shall cooperate with CITY in undertaking essential community development and housing assistance activities.

9. HOLD HARMLESS AND INDEMNIFICATION. SPONSOR shall indemnify and hold harmless the CITY of Wildomar, City Council, its Departments and respective directors, appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of SPONSOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of SPONSOR, its officers, agents, employees, subcontractors, or representatives from this Agreement. SPONSOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by SPONSOR, SPONSOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SPONSOR'S indemnification to CITY as set forth herein.

SPONSOR'S obligation hereunder shall be satisfied when SPONSOR has provided to CITY the appropriate form of dismissal relieving CITY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe SPONSOR'S obligations to indemnify and hold harmless the CITY herein from third party claims. The hold harmless and indemnification obligations set forth herein shall survive the termination and expiration of this Agreement.

10. INSURANCE. Without limiting or diminishing the SPONSOR'S obligation to indemnify or hold the CITY harmless, SPONSOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

a. Workers' Compensation:

If the SPONSOR has employees as defined by the State of California, the SPONSOR shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of California. Policy shall include Employers' Liability including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the CITY.

b. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SPONSOR'S performance of its obligations hereunder. Policy shall name the CITY of Wildomar as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

c. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then SPONSOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the CITY of Wildomar as Additional Insured.

d. General Insurance Provisions - All lines:

(i). Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)

unless such requirements are waived, in writing, by the CITY Risk Manager. If the City's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(ii). The SPONSOR'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$50,000 per occurrence such retentions shall have the prior written consent of the CITY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the CITY, and at the election of the City's Risk Manager, SPONSOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the CITY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(iii). SPONSOR shall cause SPONSOR'S insurance carrier(s) to furnish the CITY of Wildomar with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the CITY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, SPONSOR shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance.

In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the CITY of Wildomar receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. SPONSOR shall not commence operations until the CITY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if

requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

(v). If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of or, the term of this Agreement, including any extensions thereof, exceeds five (5) years, the CITY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the CITY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SPONSOR has become inadequate.

(vi). SPONSOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(vii). The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the CITY.

(viii). SPONSOR agrees to notify CITY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

11 INDEPENDENT CAPACITY. The SPONSOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee, officer, or agent of the CITY. It is expressly understood and agreed that the SPONSOR (including its employees, agents and subcontractor's) shall in no event be entitled to any benefits to which the CITY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and the SPONSOR shall hold the CITY harmless from any and all claims that may be made against the CITY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that the SPONSOR in the performance of this Agreement is subject to the control or direction of the CITY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

12. TERMINATION.

a. SPONSOR. SPONSOR may not terminate this Agreement except upon express written consent of CITY.

b. CITY. CITY may suspend or terminate this Agreement with or without cause upon written notice to SPONSOR.

13. PUBLICITY. Any publicity generated by SPONSOR for the project funded pursuant to this Agreement, during the term of this Agreement, will make reference to the contribution of the City of Wildomar in making the project possible.

14. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits hereto constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

15. SEVERABILITY. Each paragraph and provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

26. MINISTERIAL ACTS. The City Manager or designee(s) are authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by CITY.

17. SOURCE OF FUNDING. SPONSOR acknowledges that the source of funding pursuant to this Agreement is a City of Wildomar one-time grant.

18. ASSIGNMENT. The SPONSOR will not make any assignment or transfer in any other form with respect to this Agreement, without prior written approval of the CITY.

19. INTERPRETATION AND GOVERNING LAW. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

20. WAIVER. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

21. JURISDICTION AND VENUE. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed only in the Superior Court of the State of California, located in Riverside, CA, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction

22. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations hereunder.

23. EFFECTIVE DATE. The effective date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the effective date.

24. COUNTERPARTS. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

25. FORCE MAJEURE.

a. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of the other party, acts or failure to act of a public or governmental agency or entity, or any causes beyond the control or without the fault of the party claiming an extension of time to perform.

b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) calendar days after it obtains knowledge of the event.

26. BINDING ON SUCCESSORS. SPONSOR, its heirs, assigns and successors in interest, shall be bound by all the provisions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

27. MODIFICATION OF AGREEMENT. This Agreement may be modified or amended only by a writing signed by the duly authorized and empowered representatives of CITY and SPONSOR, respectively.

IN WITNESS WHEREOF this Agreement has been executed by the authorized representatives of the parties hereto.

CITY:

CITY OF WILDOMAR

By: _____
Gary Nordquist, City Manager

ATTEST:

By: _____
Janet Morales, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas D. Jex, City Attorney

SPONSOR:

_____, a
California non-profit public benefit corporation

BY:

Name: _____

—

Title: _____

Date: _____

[NOTARY ACKNOWLEDGEMENT REQUIRED]

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

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 _____, 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.

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's _____

Name: _____

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

- ☐ TITLE(S)
PARTNER(S) ☐ LIMITED
☐

NUMBER OF PAGES

- ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

Exhibit A
(Sponsor Proposal)

ATTACHMENT B

Assistance League of Temecula Valley (ALTV) Application

Attachment A

**City of Wildomar
Non-Profit Public Service Funding Application
(Fiscal Year 2020/21)**

I. GENERAL INFORMATION:

Applying Entity or Agency: Assistance League of Temecula Valley

Site Location Address: 28720 Via Montezuma

City, State, Zip Code: Temecula, CA 92590-2510

Telephone Number: 951-694-8018 Fax:

Executive Director Name: Dorcas Shaktman

Title: Grants Chair, Board Member

Email: dshaktman@verizon.net

What is your organization's mission and vision (Limited to the space below):

Assistance League of Temecula Valley, a chapter of National Assistance League, is a nonprofit volunteer philanthropic

organization dedicated to serving the needs of families in the Southwest Riverside County.

Vision: to be a regionally recognized organization and empowered volunteers to provide leadership, stewardship, and

resources to meet the changing needs of Southwest Riverside County.

How is your program different from other organizations providing the same type of services to Wildomar residents (Limited to the space below):

Unlike other agencies who give gently used clothing to children in need, ALTV is assertive
in its fund development through grants, sponsors and thrift shop proceeds dedicated to
Operation School Bell. Operation School Bell (OSB) for the last years has provided low income
children/youth referred by school districts, community pantries and domestic violent agencies
the opportunity to shop at local retail stores and select new school clothes. This year due to
COVID and remote learning, children/youth are referred by the community food pantries and
ALTV volunteers shop for the children/youth at local stores, package all clothes together by family, then deliver
to the community pantries to distribute to the eligible families. Self-certification paperwork is still
collected and kept with receipts for reimbursement reporting.

II. OUTCOMES AND QUANTIFIABLE PERFORMANCE MEASURES SPECIFIC TO WILDOMAR:

NOTE: If your project receives requested funds, the following questions are based on the expected number of **Wildomar** clients to be served.

1. Number of **Wildomar** clients or units of service to be provided using these funds during the term of the 2020/21 fiscal year: 90
2. Length of funded activities or service to **Wildomar clients** (weeks, months, year): June 1 2020 through May 31, 2021
3. Unduplicated number of **Wildomar** clients/persons projected to serve (e.g., 25 clients, 50 seniors): 90
4. Units of service (Example: 25 clients x 10 visits = 250 units of service): 90
5. Service will be provided to **Wildomar** (check one or more):

☐ Men

☐ Women

☒ Children – Age Range 4-17

☐ Men/Women

☐ Men/Women/Children

☐ Families

☐ Seniors

☐ Severely Disabled Adults

☐ Migrant Farm Workers

☐ Homeless
6. Number of beds of facility: NA
7. Anticipated number of “new” beds: NA
8. Length of stay (if residential facility): NA
9. If you received CDBG funds in FY 2019/20, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2019 through June 30, 2020: 90
10. If you received CDBG funds in FY 2019/20, please quantify the increase in service that you will be providing in 2020/21 Fiscal Year, and explain why there is a new demand or an unmet need in the community for this service: Due to COVID-19, there is increased demand for children/ and at risk youth to receive clothing. According to 211 data (uwiv.org/211) the highest need is for basic needs (shelter, food, clothing) at 39% of calls taken in 2020. Children/Youth are sanctioned to remote learning, yet grow out of clothes and shoes every six months. In Riverside County, 12.7% live below the poverty level and are at risk of poor outcomes.
11. If you did not receive non-profit funds in FY 2019/20, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2019 through June 30, 2020: na
12. Wildomar Funds Requested (total requested for this project only): \$ 11,250

13. Provide a detailed description of the proposed use of the CDBG funds only (e.g. client scholarships, purchase of specific piece of equipment, rent, supplies, utilities, salaries, etc.):

Proposed Use of CDBG Funds Only		Amount
\$125.00 retail value of new clothes and shoes (each) for 90 children/youth residing in the City of Wildomar =		11,250
	Total	\$11,250

14. Other leveraging funding:

Leveraging Source of Funds		Amount
Federal- CDBG Only		
State/Local City and County Grants		\$24,034
Private Foundations		\$18,985
Contributions		\$113,000
Thrift Shop proceeds		\$431,448
	Total	\$587,467

Attachment B

Please complete the following
supplemental information.

I. ORGANIZATIONAL HISTORY: (*This is applicable only if you are a non-profit organization*)

Date Organization founded: 6-15-1989

Date Organization incorporated as a non-profit organization: (*Non-profits only*): 6-15-1989

Federal Tax Identification Number: 33-0360419

State Identification Number: (*Non-profit agency only*) 1463456

DUNS Number: 868952920

Fiscal Year Ends Date: May 31

Organization Web Address: <https://www.assistanceleague.org/temecula-valley/>

Does your Organization expend \$500,000 or more a year in Federal Funds? no

Number of Paid Staff: 0 Number of Volunteers: 200

Note: Must Attach Current Board of Directors & Articles of Incorporation and By-Laws

Check ONLY the applicable category your application represents.

- ☐ Real Property Acquisition
- ☒ Public Service
- ☐ Housing
- ☐ Rehabilitation/Preservation (please provide picture of structure)
- ☐ Public Facilities Improvements (construction)
- ☐ Infrastructure
- ☐ Homeless Activities
- ☐ Economic Development
- ☐ Administration
- ☐ Other: (provide description)

II. PROJECT/ACTIVITY/SERVICE NARRATIVE:

A. Name of Project/Activity/Service: Operation School Bell-new clothing for children/youth

B. Provide a detailed description of the proposed use of the CDBG funds ONLY. If CDBG funds will assist the entire program or activity, then provide a description of the entire program or activity. (Attach additional sheets if necessary)

100% CDBG funds awarded are used exclusively to purchase new clothing for LMI children/youth,
ages 4-17, within the Murrieta Valley USD, Lake Elsinore USD, Menifee Union SD, schools in Wildomar and
Temecula Valley USD. ALTV volunteers are shopping for children/youth at local retail stores and delivering
to community pantries who distribute to LMI parents with children. Program recipients are verified/qualified as LMI
per US HUD income tables. Proof of income is collected at the community pantry.

C. Outcomes and Performance Measures

Number of unduplicated clients or units of service to be served using CDBG funds during the term of the grant (number of jobs created and/or businesses assisted using CDBG funds): 620

Time-frame CDBG funds will be expended (does not extend to Public Service Activities) (weeks, months, years): June 1, 2020 through May 31, 2021

Total number of unduplicated clients/units to be served with ALL funding sources (e.g., 25 clients x 10 visits = 250 units of service):

2400

Number of beds of facility (if residential facility): na

Anticipated increase in number of beds (if residential facility): na

Length of stay (if residential facility): na

- D. Provide goals and objectives of the project, service, activity. How will you measure and evaluate the success of the project/service/activity to meet the goals and objectives?

Operation School Bell successfully clothes the projected number of LMI children/youth annually with referrals made by school districts, community pantries and domestic violence agencies. ALTV volunteers this year (20-21) are doing the direct shopping for LMI children/youth that are referred, then dropping off new clothes to local pantries to distribute along with the weekly food box to recipient families. ALTV volunteers shop at local retail stores for the children/youth by age, size and season needs, then new clothes are placed in sanitary ALTV plastic bags with child/youth/family name; with receipts kept and passed to ALTV Finance. Due to the pandemic, only ALTV volunteers are conducting shopping under safe conditions and are insuring the quality of clothes that are being purchased from local retail stores.

- E. Discuss how this project/service/activity directly benefits low- and moderate- income residents.

Operation School Bell benefits at least 51% low to moderate income children/youth residing in the City of Wildomar. The local pantry is referring a list of eligible LMI children/youth residing in the City of Wildomar to Assistance League of Temecula Valley. The local pantry is verifying self-certification, proof of income and a copy is also given to ALTV. Clothing is one of the basic needs of children along with shelter and food. The pandemic has put additional financial strain on low to moderate income families and by providing necessary new clothing, families can spend savings on food and shelter.

- F. Respond to box (a) & (b) only if this application is for a publicservice project/service/activity.

(a) Is this a NEW service/activity/service provided by your agency?

☐ Yes

☒ No

(b) If service is not new, will the existing project/activity/service level be substantially increased or improved

☒ Yes

☐ No

- G. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

Due to the pandemic, ALTV could not use the school district referral system and
instead reached out to local community pantries who already serve and qualify low to moderate income
families with children/youth. Additionally referrals are sent by domestic violence agencies, foster family agencies and school offices.
Operation School Bell spreads awareness of the program through its volunteers, community outreach team and social media, in
addition to collaborations with school districts, city and county agencies, and other civic organizations.

- H. Attach Estimated Timeline for Project Implementation:

Feb-Sept 2020-Planning & Coordination; Aug -Sept -Fall Shopping Events; Nov-Dec 2020-Reporting & Compliance;

Jan-Feb 2021- Winter Shopping Events; Feb-Mar 2021-Follow-up and Close-out; March-Final Rpts

III. **PROJECT BENEFIT:**

While your proposal is not being funded in Fiscal Year 2019/20 by federal CDBG funds, the City nonetheless is requiring that your proposal meet at least one (1) of three (3) National Objectives of the typical CDBG program. Indicate the category of National Objective to be met by your activity:

CATEGORY 1: Benefit to low-moderate income persons (must be documented). Please choose either subcategory A, B or C.

A. **LIMITED CLIENTELE:**

The project/activity/service serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low- moderate income persons.

Due to the pandemic, eligible children/youth in need of clothing are identified by local
pantries, domestic violence and foster family agencies. Each agency records family
size, income and ethnicity and requires proof of income at time of service. Referrals are given to ALTV,
along with a copy of the documentation for grant reporting. At least 51% of the children/youth served
are low to moderate income.

B. CLIENTELE PRESUMED (to be principally low- and moderate-income persons):

The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories and their ethnicity.

The activity will benefit (check one or more)

- ☐ Abused children
- ☐ Battered spouses
- ☐ Elderly persons
- ☐ Severely disabled adults
- ☐ Homeless persons
- ☐ Illiterate adults
- ☐ Persons living with AIDS
- ☐ Migrant Farm workers

C. Describe your clientele to be served by the project/activity/service.

Children/youth served are determined to be "A" Limited Clientele. 100% of client families provide

Federal standardized documentation certifying and documenting household size, income and ethnicity. 100% of the children

youth fall into the "extremely low, very low and low to moderate income HUD income classifications.

CATEGORY 2: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. This determination is based upon 2000 Census data, until further notice. If you need assistance in determining the appropriate census data, please call EDA.

Census Tract and block group numbers:

CT _____ BG _____ CT _____ BG _____

CT _____ BG _____ CT _____ BG _____

CT _____ BG _____ CT _____ BG _____

Enter Total population in Census Tract(s)/Block Group(s): _____

Enter % of low-moderate population in Census Tract(s)/Block Group(s): 100%

CATEGORY 3: Prevention or Elimination of Slums and Blight: The proposed project or activity must directly benefit an identified slum and blighted area.

Is the proposed project located in an area with determinable indications of slum and blight?
(Applicant should contact EDA first if proposing to use this National Objective Category)

☐ Yes or No ☐

If yes, attach map of the area with the site highlighted and provide additional documentation of the existence of slum/blight, e.g. photos, news stories, reports, etc.

Provide the Percentage of Deteriorated Buildings/Qualified Properties: na

Slum/Blight Designation Year: na

Public Improvement Type and Condition: na

Describe the Boundaries of the Slum/Blight area(s):

CATEGORY 4: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons

Proposed Job Creation/Retention:

Total jobs expected to Create: na

Total jobs expected to Retain: na

CATEGORY 5: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income:

Proposed Assistance to Businesses

(Clearance and/or rehabilitation activities; financial assistance to manufacture or expansion.)

New Businesses expected to assist: na

Existing Businesses expected to assist: na

Enter Total Businesses Expected to Assist: na

IV. LEVERAGING:

- A. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

Due to the pandemic, the ALTV Thrift Store has shorter hours of operation, yet continues to generate revenue needed for programs such as Operation School Bell. In addition, ALTV is assertively pursuing funding from other reliable sources such as foundations, corporate sponsors, city and county funds, private donors and fundraising campaigns.

FY 2019-2020 Leveraging Information is attached.

- B. If commitments are pending, indicate amount requested and attach documentation regarding previous year's funding. (Include: Funding Source, Amount Requested, Date Available, Type of Commitment and Funding): FY 2019-2020

Funding Source	Amount Requested	Date Available	Type of Commitment	Funding
County/City		fy 20-21	grants	\$24,034
Private Foundations		fy 20-21	grants	\$18,985
Contributions		fy 20-21	cash	\$113,000
Thrift Store proceeds		fy 20-21	cash	\$431,448
Volunteer Hours		fy 20-21	in-kind	\$19,250

- C. Identify other funding sources (commitments of applications) from other sources to assist in the implementation of this activity.

The Assistance League of Temecula Valley had to shorten its hours of operation due to the pandemic, yet it is still a significant source of funding for Operation School Bell and other programs.

- D. Provide a summary, by line item, of your organization's previous year's Income and Expense Statement (*Attach Summary Income and Expense Statement*).

Please see P&L attached

V. MANAGEMENT CAPACITY:

- A. Describe your organization's experience in managing and operating projects or activities funded with CDBG or other Federal funds.

ALTV has operated the OSB program with CDBG (Cities and County) funding for more than 16 years; successfully

tracks all activity, completes all required documentation and submits for reimbursement, including family size, proof of income and ethnicity.

Please see Board of Directors and Org. Chart

- B. Attach a resource list (partnerships) in addition to the source and commitment of funds for the operation and maintenance of the program. (Include: Source, Activity, Year, Allocation, Amount Expended.)

Source	Activity	Year	Allocation	Amount Expended
Target			3% Discount	

C. Management Systems:

Does your organization have written and adopted management systems (i.e. policies and procedures, including personnel, procurement, property management, record keeping, financial management, etc.)?

☒ Yes or No ☐

D. Capacity (*Ability to manage program and grants*):

Please provide a list of the names, phone number, and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project. In addition to the list, provide a detailed organizational chart. (*Attach List and Detailed Organizational Chart*)

E. Should the applying entity be awarded City funds, please identify the primary project objectives and goals using an *Estimated Timeline for Project Implementation* (Include *Objective/Goal, State Date, and Completion Date*):

OBJECTIVE/GOAL	START DATE	COMPLETION DATE
Planning & Coordination	Feb 2020	Sept 2020
Volunteer training	August 2020	Sept 2020
Fall Shopping	Sept 2020	November 2020
Reporting & Compliance	Nov 2020	Dec 2020
Follow-up, Winter Shopping	Feb 2021	March 2021
Final Reports	March 2021	March 2021

VI. FINANCIAL INFORMATION:

A. **Proposed Project/Activity/Service Budget**

Complete the following annual program budget to begin July 1, 2019. If your proposed City funded activity will start on a date other than July 1, 2014, please indicate starting date. If these budget line items are not applicable to your activity, please attach an appropriate budget. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the activity for which you are requesting CDBG funding - not for the budget of the entire organization or agency. (EXAMPLE: The Valley Senior Center is requesting funding of a new Senior Nutritional Program. The total cost of the program is \$15,000. A total of \$10,000 in CDBG funds is being requested for operating expenses associated with the proposed activity. Other non-CDBG funding will be used to pay pick-up the remaining costs for the program).

	TOTAL PROJECT/ ACTIVITY/SERVICE BUDGET (Include CDBG Funds)	CDBG FUNDS REQUESTED
I. Personnel		
A. Salaries & Wages	\$ _____	\$ _____
B. Fringe Benefits	\$ _____	\$ _____
C. Consultants & Contract Services	\$ <u>2000</u>	\$ _____
SUB-TOTAL:	\$ <u>2000</u>	\$ _____
II. Non-Personnel		
A. Space Costs	\$ <u>800</u>	\$ _____
B. Rental, Lease or Purchase of Equip.	\$ <u>200</u>	\$ _____
C. Consumable Supplies	\$ <u>1500</u>	\$ _____
D. Travel	\$ <u>300</u>	\$ _____
E. Telephone	\$ <u>200</u>	\$ _____
F. Utilities	\$ <u>300</u>	\$ _____
G. Other Costs	\$ <u>300,000</u>	\$ <u>11,250</u>
SUB-TOTAL:	\$ <u>303,300</u>	\$ <u>11,250</u>

III. Other

A. Architectural/Engineering Design	\$ 0	\$ 0
B. Acquisition of Real Property	\$ 0	\$ 0
C. Construction/Rehabilitation	\$ 0	\$ 0
D. Indirect Costs	\$ 0	\$ 0
SUB-TOTAL:	\$ 0	\$ 0

GRAND TOTAL: \$ 305,300 \$ 11,250

Applicant's Check-list:

Please check the box for each required document that is attached. Any missing documentation to the application will be cause for the application to be reviewed as INELIGIBLE.

- ☐ Slum Blight Documentation
- ☒ Articles of Incorporation and Bylaws
- ☒ Project Activity Map
- ☒ Project Description
- ☐ Project Benefit, Category 1, Benefit to low income persons, Documentation
- ☐ Project Benefit, Category 2, Area Benefit, Census Tracts/Block Groups
- ☐ Project Benefit, Category 3, Slum Blight Prevention, Slum/Blight Documentation
- ☒ Income and Expense Statement
- ☒ Management Capacity
- ☒ Board Written Authorization approving submission of application

APPLICATION CERTIFICATION

Undersigned hereby certifies that (check the box after reading each statement, provide the authorized person's name, and sign the document):

- ☒ The information contained in the project application is complete and accurate.
- ☒ The applicant agrees to comply with all Federal and City policies and requirements imposed on the project funded in full or part.
- ☒ The applicant acknowledges that the Federal assistance made available through the City's one-time funding program will not be used to substantially reduce prior levels of local (NON- CDBG) financial support for community development activities.
- ☒ The applicant fully understands that any facility built or equipment purchased with these City funds shall be maintained and/or operated for the approved use throughout its economic life.
- ☒ If City funds are approved by Council, the applicant acknowledges that sufficient funds are available or will be available to complete the project as described within a reasonable timeframe.
- ☒ On behalf of the applying organization, I have obtained authorization to submit this application for City funding. (Documentation Attached = Minute Action and/or written Board Approval signed by the Board President).

Print Name/Title

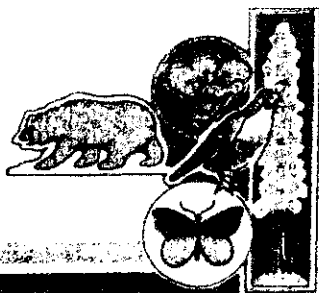
Authorized Representative: Denise Lanier, ALTV Board President

Signature: _____

Denise Lanier

DATE: _____

11/19/2020



State of California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

APR 23 1932



March Fong Eu

Secretary of State

A417175

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

APR 13 1992

MARCO FONGEU, Secretary of State

LA DONNA JIMENEZ AND BETTY THOMPSON certify that:


1. They are the president and the secretary, respectively, of Assistance Guild of Temecula Valley, a California Nonprofit Public Benefit Corporation.
2. Article I NAME of the articles of incorporation of this corporation is amended to read as follows:

The name of the corporation is ASSISTANCE LEAGUE OF TEMECULA VALLEY.

3. The foregoing amendment of articles of incorporation has been duly approved by the board of directors. ..
4. The foregoing amendment of articles of incorporation has been duly approved by the required vote of members.

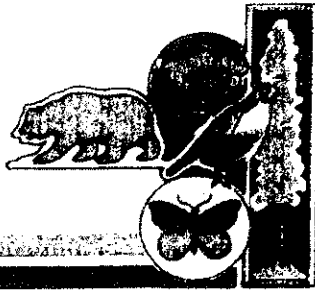
We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: April 8, 1992


LA DONNA JIMENEZ, President


BETTY THOMPSON, Secretary

NONPROFIT



State of California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

JUN 19 1989



March Fong Eu

Secretary of State

1463456 ENDORSED
FILED

In the office of the Secretary of State
of the State of California

ARTICLES OF INCORPORATION

-OF-

ASSISTANCE GUILD OF TEMECULA VALLEY

A California Nonprofit Public Benefit Corporation

JUN 15 1989

MARCH FONG EU, Secretary of State

**I.
NAME**

The name of the corporation is **ASSISTANCE GUILD OF TEMECULA VALLEY.**

**II.
PURPOSES**

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific purpose of this corporation is to carry on a program of philanthropic work in the community and to control and administer at least one major philanthropic project.

**III.
INITIAL AGENT FOR SERVICE OF PROCESS**

The name and address in the State of California of this corporation's initial agent of the corporation for service of process is: **MARJORIE B. BARNUM, 46569 El Viento Seco Drive, Temecula, CA. 92390**

**IV.
LIMITATION ON CORPORATE ACTIVITIES**

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code or the corresponding provisions of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or

intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V.
DEDICATION AND DISSOLUTION

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501 (c)(3) of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue law). The organization shall be National Assistance League, if it qualifies as a distributee under the provisions of this Article.

IN WITNESS WHEREOF, the undersigned, being the Incorporator of ASSISTANCE GUILD OF TEMECULA VALLEY has executed these Articles of Incorporation this 14 day of June, 1989.

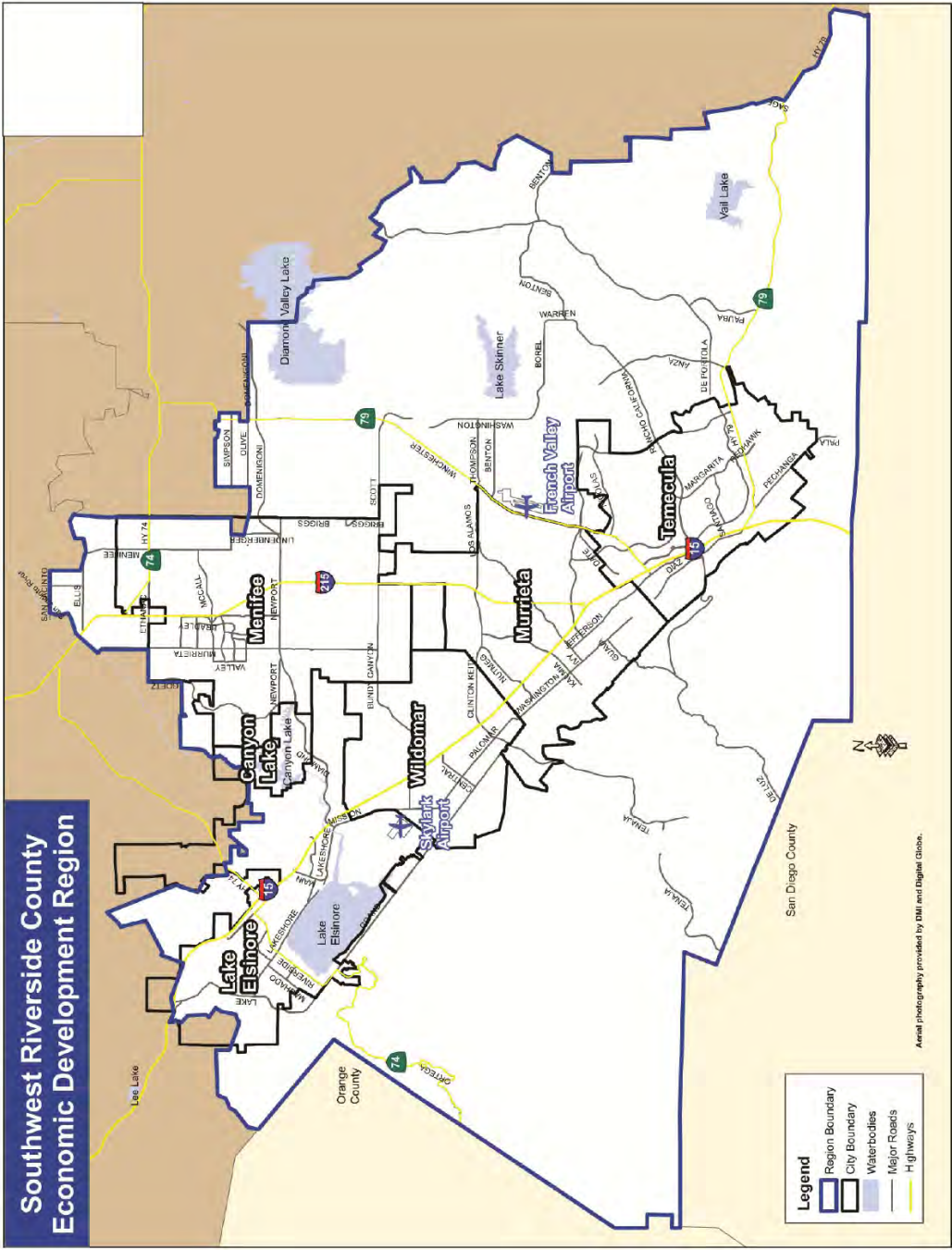
INCORPORATOR


THOMAS S. HUNTINGTON

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.


THOMAS S. HUNTINGTON

PROJECT ACTIVITY (SERVICE AREA MAP)



ASSISTANCE LEAGUE OF TEMECULA VALLEY*Statement of Activities**(With Summarized Comparative Information for May 31, 2019)**For the Fiscal Year Ended May 31, 2020*

	For the Fiscal Year Ended May 31,			
	2020			2019
	Without Donor Restrictions	With Donor Restrictions	Total	Total
REVENUES AND OTHER SUPPORT				
Fundraising:				
Thrift shop revenue:				
Contributions of merchandise sold	\$ 431,448	\$ -	\$ 431,448	\$ 490,114
Sales of contributed merchandise	431,448	-	431,448	490,114
Less: Value of merchandise sold	(431,448)	-	(431,448)	(490,114)
Net revenue from thrift shop	431,448	-	431,448	490,114
Fundraising events and activities:				
Fundraising revenue	-	-	-	3,750
Less: Direct costs	-	-	-	-
				3,750
Membership dues and member event revenue, net of cost of direct benefits to attendees	2,834	-	2,834	703
Contributions	13,899	99,120	113,019	87,265
Grants	-	98,568	98,568	125,860
Gift-in-kind donations	101,662	-	101,662	142,855
Interest income	234	-	234	284
Other miscellaneous income	1,411	-	1,411	1,586
Net assets released from restrictions	206,026	(206,026)	-	-
Total Revenues and Other Support	757,514	(8,338)	749,176	852,417
EXPENSES				
Program expenses:				
Operation School Bell	325,423	-	325,423	309,697
Operation Non Profit Partnership	112,243	-	112,243	167,684
Operation Scholarship	16,740	-	16,740	58,302
Operation Bear Hug	15,415	-	15,415	25,163
Operation Foster Youth	18,131	-	18,131	25,169
Other programs	28,906	-	28,906	45,268
Total program service expenses	516,858	-	516,858	631,284
Supporting Services:				
Thrift shop	156,223	-	156,223	164,292
Management and general	27,384	-	27,384	22,115
Membership development	5,023	-	5,023	7,164
Fundraising expenses	9,077	-	9,077	10,382
Total supporting services expenses	197,707	-	197,707	203,951
Total Expenses	714,565	-	714,565	835,235
Change in Net Assets	42,949	(8,338)	34,611	17,182
Net Assets:				
Beginning of year	804,076	9,671	813,747	796,565
End of year	\$ 847,025	\$ 1,333	\$ 848,358	\$ 813,747



ASSISTANCE LEAGUE OF TEMECULA VALLEY

BOARD OF DIRECTORS

June, 2020 – May, 2021

OFFICERS:

President:

Denise Lanier
32232 Corte Coronado
Temecula, CA 92592-6354
grammysings@msn.com
951-265-8248

Sr. Human Resources Mgr.
Private and Public Sector

VP Membership:

Diane Koirth
29633 Pebble Beach Drive
Sun City, CA 92586
dkoirth2000@yahoo.com
949-230-8429

Orange County TA
Transportation
Retired

VP Philanthropic Programs:

Annette Sheehy
39612 Clos Du Val
Murrieta, CA 92563
annettebill@yahoo.com
951-852-1822

Educator
Elementary School

VP Finance:

Michelle Stiles
39100 Hidden Creek Lane
Temecula, CA 92591
michellestiles46@gmail.com
(714) 501-5339

Associate Dean, MBA, EdD
Finance, Accounting, Budgeting,
Operations

Secretary:

Diana Elizondo
39628 Clos Du Val
Murrieta, CA 92563
dianaelizondo@verizon.net
951-852-3387

Educator
Elementary School

Treasurer:

Marilyn Rule
38532 Quail Ridge Drive
Murrieta, CA 92562-3063
marilynrule@gmail.com
805-368-7521

College/ Career Counselor
Accounting Manager



ASSISTANCE LEAGUE OF TEMECULA VALLEY

BOARD OF DIRECTORS

June, 2020 – May, 2021

ELECTIVE STANDING COMMITTEES:

Chapter House Manager:

Cindy Jasperson
41395 De Anna Ranch Road
Murrieta, CA 92562
cjaspy@yahoo.com
951-698-3055

Information Technology
Regional Retail Manager

Assistees Liaison:

Electra Demos
31004 Wellington Circle
Temecula, CA 92591
jimnlec@verizon.net
951-541-4429

Educator
High School

Bylaws Chairman:

Sue Sampson
30789 East Green Drive
Murrieta, CA 92563
suedsampson@yahoo.com
714-330-6063

Educator
Elementary School

**Marketing Communications
Chairman:**

Dorcas Shaktman
24415 Village Walk Place #301
Murrieta, CA 92562
dshaktman@verizon.net
951-970-6034

Finance/Banking
Management, Sr. Vice President

Education Chairman:

Mary Murphy
29835 Corte Granada
Temecula, CA 92591
marymurphy02@gmail.com
361-877-4452

Educator (MS ED)
PAEMST Awardee 2000

Strategic Planning Chairman:

Ann Reese
39423 Napa Creek Drive
Murrieta, CA 92563
channrees1@verizon.net
951-304-3549

Legal Secretary/Paralegal
Retired



ASSISTANCE LEAGUE OF TEMECULA VALLEY
SPECIAL BOARD MEETING MINUTES
September 15, 2020 11:44 a.m.
Electronic Zoom Meeting, Temecula

The meeting was called to order by President Denise Lanier at 11:44 a.m. Diana Elizondo, secretary, was present.

Board members present: Denise Lanier, Diane Koirth, Annette Sheehy, Michelle Stiles, Diana Elizondo, Marilyn Rule, Electra Demos, Sue Sampson, Mary Murphy, Dorcas Shaktman, Ann Reese

Absent: Tim Smith

Sue Sampson, Acting Parliamentarian, was present.

Quorum was established.

Community Development Block Grants

Dorcas Shaktman.

MOTION

I move that the Board of Directors approve the submission of the Community Development Block Grant (CDBG) applications for the year 2021/2022 by executing all documents and entering into all agreements pertaining to the use of Community Development Block Grant funds for the cities of:

Murrieta, Lake Elsinore, Wildomar, Menifee, Temecula and the County of Riverside Districts 1, 3 and 5

Motion Approved

Meeting Adjourned by President Denise Lanier at 11:48 a.m.


Denise Lanier, President


Diana Elizondo, Secretary

Date 9/22/2020

Date 9/16/2020

CDBG Leveraging Information FY 2019-2020
Assistance League of Temecula Valley

Type	Source	Amount	Source	Amount	Source	Amount	Total
------	--------	--------	--------	--------	--------	--------	-------

Federal	CDBG Only						
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State/Local	Wildomar	\$8,750	Lake Elsinore	\$5,000			\$13,750
	Temecula	\$4,784	CID DISTRICT 1	\$2,500	CID DISTRICT 3	\$3,000	\$10,284

Private	Target	\$1,000	Albertson's	\$1,500	Gunnerson Foundation	\$4,000	\$6,500
	iecf Native Youth Grant	\$2,485	Community Foundation	\$10,000			\$12,485

Other	Contributions Individual/Corporate	\$113,000	Thrift Shop Proceeds	\$431,448	Volunteer Hours (3,850 @ \$5/ea)	\$19,250	\$563,698
Total							\$606,717

Assistance League of Temecula Valley Budget Revision 2020-2021

Revised Budget Jun '20 - May 21

Income

Total 46400 · Thrift Shop Income	\$336,001
Total 41000 · Fund Development Revenue	\$73,000
Total 43000 · Direct Public Support	\$110,476
Total 43491 · Gifts in Kind - Income	\$42,000
Total 47200 · Membership Income	\$20,525
Total 46000 · Other Income	\$2,500

Total Income

\$584,502

Expense

68330 · Circle Fund Donation	\$300
65100 - Thrift Shop Re-Opening	\$2,500
Total 60900 · Business Expenses	\$300
Total 61000 · Accounting Services	\$8,600
Total 65200 · Thrift Shop Operating Expense	\$45,301
Total 62000 · Facilities and Equipment	\$112,600
Total 63000 · Administration	\$5,370
Total 64170 · Risk Management	\$12,486
Total 64199 · Education	\$500
Total 64200 · Membership	\$19,100
Total 64500 · Community Relations	\$6,000
Total 65300 · Fundraising Expenses	\$8,250

	Revised Budget Jun '20 - May 21
66100 · PROGRAM SERVICE EXPENSE	
Total 66108 · OSB Clothing Expense	\$188,350
66111 · OSB - Chapters for Children	\$5,000
66112 · OSB - SOS Kits	\$880
Total 66105 · Operation School Bell	\$195,230
66140 · Operation Scholarships	\$33,000
66175 · Operation Bear Hug	\$10,640
66180 · Operation Foster Youth	\$20,000
66183 · Operation SHADES	\$10,000
66184 · Operation NonProfit Partnership	\$26,500
Total 66100 · PROGRAM SERVICE EXPENSE	\$296,370
Total 66170 · GIFTS IN KIND	\$42,000
66200 · Auxiliaries/Standing Committees	
66224 · Membership Expenses	\$1,425
66230 · Assisteens Program Service Exp	\$23,400
Total 66220 · Assisteens Auxiliary	\$24,825
Total Expense	\$584,502
NET SURPLUS	\$0

ATTACHMENT C

Helping Our People Elsinore (HOPE) Application

Attachment A

**City of Wildomar
Non-Profit Public Service Funding Application
(Fiscal Year 2020/21)**

I. GENERAL INFORMATION:

Applying Entity or Agency: HOPE (Helping Our People of Elsinore)
Site Location Address: 506 Minthorn Street
City, State, Zip Code: Lake Elsinore, CA, 92530
Telephone Number: 951-245-7510 Fax: _____
Executive Director Name: Brett Masters
Title: Executive Director, Dream Center - Lake Elsinore
Email: brett@dreamcenterle.org

What is your organization's mission and vision (Limited to the space below):

It is our mission to restore and rebuild people physically, emotionally, and spiritually by reaching
out to those persons who are hungry and want assistance and renewed hope.

It is our vision to see every person that walks through our doors be served not only food but
given the resources to move from assistance to sustainability and from dependence to
independence.

How is your program different from other organizations providing the same type of services to Wildomar residents (Limited to the space below):

Our partnerships and resources help without hurting, while providing responsible compassion. This
is what sets HOPE apart from other organizations. HOPE is recognized as the local food
pantry that provides food to those who request help. We service all of those who live in Lake
Elsinore Unified School District and we collaborate with churches, businesses, organizations, and
individuals and are able to increase our outreach because of our unique ability to work within all
networks. HOPE provides not only pantry items, but fresh food and federal commodities. Being
established close to 30 years ago enables our very committed volunteer force to also fulfill the
needs of our seniors, disabled, and those who are housebound.

II. OUTCOMES AND QUANTIFIABLE PERFORMANCE MEASURES SPECIFIC TO WILDOMAR:

NOTE: If your project receives requested funds, the following questions are based on the expected number of **Wildomar** clients to be served.

1. Number of **Wildomar** clients or units of service to be provided using these funds during the term of the 2020/21 fiscal year: 259,200 meals
2. Length of funded activities or service to **Wildomar clients** (weeks, months, year): 1 year
3. Unduplicated number of **Wildomar** clients/persons projected to serve (e.g., 25 clients, 50 seniors): 400 clients
4. Units of service (Example: 25 clients x 10 visits = 250 units of service): 72 meals/mo x 300 x 12
5. Service will be provided to **Wildomar** (check one or more):

☐ Men

☐ Women

☒ Children – Age Range 0-17

☐ Men/Women

☒ Men/Women/Children

☐ Families

☐ Seniors

☒ Severely Disabled Adults

☐ Migrant Farm Workers

☐ Homeless
6. Number of beds of facility: N/A
7. Anticipated number of “new” beds: N/A
8. Length of stay (if residential facility): N/A
9. If you received CDBG funds in FY 2019/20, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2019 through June 30, 2020:
400
10. If you received CDBG funds in FY 2019/20, please quantify the increase in service that you will be providing in 2020/21 Fiscal Year, and explain why there is a new demand or an unmet need in the community for this service: Our demand in 1Q 2020 had already shown an increase compared with the same period in 2019. COVID-19 has caused 65% growth of families served YTD as of Sept. 2020 compared with full-year 2019. individuals served YTD through September has seen growth of 104% compared with full-year 2019.
11. If you did not receive non-profit funds in FY 2019/20, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2019 through June 30, 2020: N/A
12. Wildomar Funds Requested (total requested for this project only): \$57,500

13. Provide a detailed description of the proposed use of the CDBG funds only (e.g. client scholarships, purchase of specific piece of equipment, rent, supplies, utilities, salaries, etc.):

Proposed Use of CDBG Funds Only		Amount
Space Cost		\$21,000
Rental, Lease or Purchase of Equipment		\$18,000
Consumable Supplies		\$15,000
Travel (Gas)		\$2,500
Other Costs		\$43,000
	Total	\$99,500

14. Other leveraging funding:

Leveraging Source of Funds		Amount
CDBG Requests		\$170,000
Businesses/Organizations		\$36,000
Individuals		\$48,000
Grants		\$6,000
	Total	\$260,000

Attachment B

Please complete the following
supplemental information.

I. ORGANIZATIONAL HISTORY: (*This is applicable only if you are a non-profit organization*)

Date Organization founded: 01/01/1990

Date Organization incorporated as a non-profit organization: (*Non-profits only*): 02/02/1992

Federal Tax Identification Number: 33-0489728

State Identification Number: (*Non-profit agency only*) C1820572

DUNS Number: 006655633

Fiscal Year Ends Date: June 30, 2021

Organization Web Address: https://dreamcenterle.org/hope

Does your Organization expend \$500,000 or more a year in Federal Funds? No

Number of Paid Staff: 1 Number of Volunteers: >150

Note: Must Attach Current Board of Directors & Articles of Incorporation and By-Laws

Check ONLY the applicable category your application represents.

☐ Real Property Acquisition

☒ Public Service

☐ Housing

☐ Rehabilitation/Preservation (please provide picture of structure)

☐ Public Facilities Improvements (construction)

☐ Infrastructure

☐ Homeless Activities

☐ Economic Development

☐ Administration

☐ Other: (provide description)

II. PROJECT/ACTIVITY/SERVICE NARRATIVE:

A. Name of Project/Activity/Service: Pantry Program

B. Provide a detailed description of the proposed use of the CDBG funds ONLY. If CDBG funds will assist the entire program or activity, then provide a description of the entire program or activity. (Attach additional sheets if necessary)

CDBG funds will be used to cover basic costs including food, rent, utilities, supplies, the HOPE food

director (the only paid position) and any necessary safety repairs for our Pantry Program. While HOPE

celebrates 30 years of serving the community this December, our box truck will also become 30 years

old, and is in disrepair, along with our other cargo vans, only one of which remains in service with over

200,000 miles. We would like to replace the box truck, both cargo vans and add a utility freezer.

C. Outcomes and Performance Measures

Number of unduplicated clients or units of service to be served using CDBG funds during the term of the grant (number of jobs created and/or businesses assisted using CDBG funds):

Time-frame CDBG funds will be expended (does not extend to Public Service Activities) (weeks, months, years):

July 1, 2020 - June 30, 2021

Total number of unduplicated clients/units to be served with ALL funding sources (e.g., 25 clients x 10 visits = 250 units of service):

~ 400 unduplicated residents of Wildomar

Number of beds of facility (if residential facility): N/A

Anticipated increase in number of beds (if residential facility): N/A

Length of stay (if residential facility): N/A

- D. Provide goals and objectives of the project, service, activity. How will you measure and evaluate the success of the project/service/activity to meet the goals and objectives?

Our main goal is to ensure those within our community do not go hungry. With the increase

in our client base this past year, it is our long-term goal to move willing clients to independence

through mentorship and local programs. Using our client management tools, we log

every individual and family who receives services from HOPE along with the

type of assistance they receive. This gives us real-time and accurate measurement of the

clients receiving assistance along with reportable demographics necessary

for interim progress and final reports.

- E. Discuss how this project/service/activity directly benefits low- and moderate- income residents.

A report out of the Food Research and Action Center (FRAC) titled "Food Hardship in America: Households

with Children Especially Hard Hit" (Sept. 2016) California was listed as 24th hardest hit among the 50 states.

Among the metropolitan statistical areas (MSA) hardest hit, the area served by HOPE (Riverside-San Bernardino-Ontario)

was ranked 37th hardest hit out of the 100 MSAs surveyed, with a 20.8% hardship rate for Households with Children.

As a result of the COVID-19 pandemic, we have evolved from providing food to clients on a once-per-month basis to a weekly basis.

- F. Respond to box (a) & (b) only if this application is for a publicservice project/service/activity.

(a) Is this a NEW service/activity/service provided by your agency?

☐ Yes

☒ No

(b) If service is not new, will the existing project/activity/service level be substantially increased or improved

☒ Yes

☐ No

- G. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

Our Outreach Team regularly goes out into the community to deliver food and spread the word to those in need.

We have ambassadors at many of the local churches in the valley. We visit local trailer parks and low-income

areas of the city to make food deliveries and work with other agencies for referrals. Local agencies we work with include

the Lake Elsinore Unified School District, SWAG, DPSS, City of Wildomar, City of Lake Elsinore and the City of Canyon Lake.

We have become a wholly owned subsidiary of the Dream Center to continue our sustainability in the community.

- H. Attach Estimated Timeline for Project Implementation:

We will provide services year-round and will serve 72 meals a month to approximately

400 or more unduplicated Wildomar residents between July 1, 2020 and June 30, 2021.

III. **PROJECT BENEFIT:**

While your proposal is not being funded in Fiscal Year 2019/20 by federal CDBG funds, the City nonetheless is requiring that your proposal meet at least one (1) of three (3) National Objectives of the typical CDBG program. Indicate the category of National Objective to be met by your activity:

CATEGORY 1: Benefit to low-moderate income persons (must be documented). Please choose either subcategory A, B or C.

A. LIMITED CLIENTELE:

The project/activity/service serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low- moderate income persons.

Through client intake forms and income self-certification, we confirm that all clients

receiving services through HOPE are low-income persons as determined by HUD guidelines.

(See "Direct Benefit Report" attached)

B. CLIENTELE PRESUMED (to be principally low- and moderate-income persons):

The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories and their ethnicity.

The activity will benefit (check one or more)

☒ Abused children

☒ Battered spouses

☒ Elderly persons

☒ Severely disabled adults

☒ Homeless persons

☒ Illiterate adults

☐ Persons living with AIDS

☐ Migrant Farm workers

C. Describe your clientele to be served by the project/activity/service.

HOPE only serves those in desperate need of assistance within our community.

The majority of our clientele are extremely low-income as defined by HUD.

HOPE ensures that these families have the food they need to stay healthy and secure.

CATEGORY 2: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. This determination is based upon 2000 Census data, until further notice. If you need assistance in determining the appropriate census data, please call EDA.

Census Tract and block group numbers:

CT _____ BG _____ CT _____ BG _____

CT _____ BG _____ CT _____ BG _____

CT _____ BG _____ CT _____ BG _____

Enter Total population in Census Tract(s)/Block Group(s): _____

Enter % of low-moderate population in Census Tract(s)/Block Group(s): _____

N/A

CATEGORY 3: Prevention or Elimination of Slums and Blight: The proposed project or activity must directly benefit an identified slum and blighted area.

Is the proposed project located in an area with determinable indications of slum and blight?
(Applicant should contact EDA first if proposing to use this National Objective Category)

☐ Yes or No ☐

If yes, attach map of the area with the site highlighted and provide additional documentation of the existence of slum/blight, e.g. photos, news stories, reports, etc.

Provide the Percentage of Deteriorated Buildings/Qualified Properties: _____

Slum/Blight Designation Year: _____

Public Improvement Type and Condition: _____

Describe the Boundaries of the Slum/Blight area(s):

N/A

CATEGORY 4: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons

Proposed Job Creation/Retention:

Total jobs expected to Create: _____

Total jobs expected to Retain: _____

N/A

CATEGORY 5: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income:

Proposed Assistance to Businesses

(Clearance and/or rehabilitation activities; financial assistance to manufacture or expansion.)

New Businesses expected to assist: _____

Existing Businesses expected to assist: _____

Enter Total Businesses Expected to Assist: _____

IV. **LEVERAGING:**

- A. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

In-kind donations based on 2019-2020 actuals: Food drives netted

331 bins of food @500 lbs per bin = 165,550 lbs of food.

Feeding America Program (Retail) = 352,800 lbs and Feeding America (Commodities) = 324,355 lbs.

This totals 842,655 lbs @ \$1.70 per lb = \$1,432,514. Volunteer Hours = 13,311 @ \$12/hr = \$159,738.

Hygiene Items totaled \$79,107. Wardrobes (20 clothing items each) = 6,616 @ \$1.20 per item = \$132,320.

Total Leveraging = \$1,803,679.

- B. If commitments are pending, indicate amount requested and attach documentation regarding previous year's funding. (Include: Funding Source, Amount Requested, Date Available, Type of Commitment and Funding):

Funding Source	Amount Requested	Date Available	Type of Commitment	Funding
CDBG Riverside County		July 1, 2020		\$39,924
CDBG City of LE		July 1, 2020		\$29,000
CDBG Canyon Lake		July 1, 2020		\$4,231

- C. Identify other funding sources (commitments of applications) from other sources to assist in the implementation of this activity.

Private donations and corporate grants.

- D. Provide a summary, by line item, of your organization's previous year's Income and Expense Statement (*Attach Summary Income and Expense Statement*).

See attached.

V. MANAGEMENT CAPACITY:

- A. Describe your organization's experience in managing and operating projects or activities funded with CDBG or other Federal funds.

Hope has received CDBG funding for the past 25 years and all funds have been spent in accordance with

agreements and with no compliance issues. All required reports and statistics have been submitted on time.

- B. Attach a resource list (partnerships) in addition to the source and commitment of funds for the operation and maintenance of the program. (Include: Source, Activity, Year, Allocation, Amount Expended.)

Source	Activity	Year	Allocation	Amount Expended

C. Management Systems:

Does your organization have written and adopted management systems (i.e. policies and procedures, including personnel, procurement, property management, record keeping, financial management, etc.)?

☒ Yes or No ☐

D. Capacity (*Ability to manage program and grants*):

Please provide a list of the names, phone number, and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project. In addition to the list, provide a detailed organizational chart. (*Attach List and Detailed Organizational Chart*)

(See Attached)

E. Should the applying entity be awarded City funds, please identify the primary project objectives and goals using an *Estimated Timeline for Project Implementation (Include Objective/Goal, State Date, and Completion Date)*:

OBJECTIVE/GOAL	START DATE	COMPLETION DATE
Continue the Food Pantry Program	July 1, 2020	June 30, 2021
Improve operational efficiency	Jan 1, 2021	April 30, 2021
Determine underserved areas	March 1, 2021	April 30, 2021
Develop underserved outreach plan	May 1, 2021	May 31, 2021
Deploy underserved outreach plan	June 1, 2021	June 30, 2021

VI. FINANCIAL INFORMATION:

A. **Proposed Project/Activity/Service Budget**

Complete the following annual program budget to begin July 1, 2019. If your proposed City funded activity will start on a date other than July 1, 2014, please indicate starting date. If these budget line items are not applicable to your activity, please attach an appropriate budget. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the activity for which you are requesting CDBG funding - not for the budget of the entire organization or agency. (EXAMPLE: The Valley Senior Center is requesting funding of a new Senior Nutritional Program. The total cost of the program is \$15,000. A total of \$10,000 in CDBG funds is being requested for operating expenses associated with the proposed activity. Other non-CDBG funding will be used to pay pick-up the remaining costs for the program).

	TOTAL PROJECT/ ACTIVITY/SERVICE BUDGET (Include CDBG Funds)	CDBG FUNDS REQUESTED
I. Personnel		
A. Salaries & Wages	\$ <u>42,000</u>	\$ _____
B. Fringe Benefits	\$ _____	\$ _____
C. Consultants & Contract Services	\$ _____	\$ _____
SUB-TOTAL:	\$ <u>42,000</u>	\$ _____
II. Non-Personnel		
A. Space Costs	\$ <u>57,000</u>	\$ <u>21,000</u>
B. Rental, Lease or Purchase of Equip.	\$ <u>47,000</u>	\$ <u>18,000</u>
C. Consumable Supplies	\$ <u>33,000</u>	\$ <u>15,000</u>
D. Travel	\$ <u>5,000</u>	\$ <u>2,500</u>
E. Telephone	\$ <u>2,000</u>	\$ <u>1,000</u>
F. Utilities	\$ <u>20,000</u>	\$ <u>7,500</u>
G. Other Costs	\$ <u>54,000</u>	\$ <u>18,500</u>
SUB-TOTAL:	\$ <u>218,000</u>	\$ <u>83,500</u>

III. Other

A. Architectural/Engineering Design	\$ _____	\$ _____
B. Acquisition of Real Property	\$ _____	\$ _____
C. Construction/Rehabilitation	\$ _____	\$ _____
D. Indirect Costs	\$ _____	\$ _____
SUB-TOTAL:	\$ _____	\$ _____

GRAND TOTAL: \$ 260,000 \$ 99,500

APPLICATION CERTIFICATION

Undersigned hereby certifies that (check the box after reading each statement, provide the authorized person's name, and sign the document):

- ☒ The information contained in the project application is complete and accurate.
- ☒ The applicant agrees to comply with all Federal and City policies and requirements imposed on the project funded in full or part.
- ☒ The applicant acknowledges that the Federal assistance made available through the City's one-time funding program will not be used to substantially reduce prior levels of local (NON- CDBG) financial support for community development activities.
- ☒ The applicant fully understands that any facility built or equipment purchased with these City funds shall be maintained and/or operated for the approved use throughout its economic life.
- ☒ If City funds are approved by Council, the applicant acknowledges that sufficient funds are available or will be available to complete the project as described within a reasonable timeframe.
- ☒ On behalf of the applying organization, I have obtained authorization to submit this application for City funding. (Documentation Attached = Minute Action and/or written Board Approval signed by the Board President).

Print Name/Title

Authorized Representative: Brett D. Masters, Executive Director

Signature: Brett D. Masters

DATE: 11/16/20

Applicant's Check-list:

Please check the box for each required document that is attached. Any missing documentation to the application will be cause for the application to be reviewed as INELIGIBLE.

- ☒ ~~N/A~~ Slum Blight Documentation
- ☒ Articles of Incorporation and Bylaws
- ☒ Project Activity Map
- ☒ Project Description (See Pg. 9 of "Attachment B")
- ☒ Project Benefit, Category 1, Benefit to low income persons, Documentation
- ☒ ~~N/A~~ Project Benefit, Category 2, Area Benefit, Census Tracts/Block Groups
- ☒ ~~N/A~~ Project Benefit, Category 3, Slum Blight Prevention, Slum/Blight Documentation
- ☒ Income and Expense Statement
- ☒ Management Capacity (Org. Chart)
- ☒ Board Written Authorization approving submission of application

ARTICLES OF INCORPORATION OF
Helping Our People in Elsinore, INC.

1820372
ENDORSED
FILED
In the office of the Secretary of State
of the State of California

APR 30 1992

I

The name of the corporation is "Helping Our People in Elsinore, INC." MARSH FONG PU, Secretary of State

II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific purpose of this corporation is to provide food, clothing and shelter to needy people.

III

The name and address in the State of California of this corporation's initial agent for service of process is James T. Winkler 31594 Railroad Canyon Road Suite C Canyon Lake California 92587.

IV

A. This corporation is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

2-2-92

DATE

Robert J. Bryson
(Signature of Incorporator)

Robert J. Bryson

(Type name of Incorporator)

HOPE

Helping Our People in Elsinore

Serving in His name since 1992

Helping Our People in Elsinore, Inc.

A California Non-profit Corporation

AMENDED BYLAWS

Preamble

RECOGNIZING OUR UNITY IN CHRIST AND OUR COMMON PRACTICE IN THE CHRISTIAN FAITH, WE THE MEMBERS OF HELPING OUR PEOPLE IN ELSINORE, INCORPORATED OF LAKE ELSINORE, CALIFORNIA, ADOPT THE FOLLOWING AMENDED BYLAWS, AND DO PROVIDE THAT THE FOLLOWING ARTICLES SUPERSEDE AND REPLACE THE FORMER AMENDED BYLAWS THAT WERE ADOPTED AT A DULY CALLED MEETING OF THIS CORPORATION ON FEBRUARY 13, 1995.

ARTICLE I

NAME

1.01 Name

The name of this corporation shall be HELPING OUR PEOPLE IN ELSINORE, INC. The business of the corporation may be conducted as HELPING OUR PEOPLE IN ELSINORE, INC. or HOPE, Inc. or HOPE in Elsinore.

ARTICLE II

PURPOSES AND POWERS

2.01 Purpose

HELPING OUR PEOPLE IN ELSINORE, INC. is a non-profit corporation and shall be operated exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code.

STATEMENT OF PURPOSE

The object and purpose of this corporation shall be to share the love of Jesus Christ by reaching out to those persons who are hungry and who need assistance and renewed hope.

To fulfill this object and purpose, this corporation shall provide and dispense food to individuals and families in compliance with the regulations laid down by the governing body of this corporation in the Rules of Qualification. Furthermore, this corporation shall dedicate itself to an ongoing, caring ministry of service to others.

2.02 Statement of Faith

The members of this corporation adhere in faith to the common symbol, held in the highest regard in all of Christendom, called the Apostolic Creed.

2.03 Powers

The corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes, for which the corporation is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers of the corporation may include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

2.04 Nonprofit Status and Exempt Activities Limitation

2.04.1 Nonprofit Legal Status. HOPE, Inc. is a California non-profit public benefit corporation, recognized as tax exempt under Section 501(c)(3) of the United States Internal Revenue Code.

2.04.2 Exempt Activities Limitation. Notwithstanding any other provision of these Bylaws, no director, officer, employee, member, or representative of this corporation shall take any action or carry on any activity by or on behalf of the corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code as it now exists or may be amended, or by any organization contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as it now exists or may be amended. No part of the net earnings of the corporation shall inure to the benefit or be distributable to any director, officer, member, or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation and these Bylaws.

2.04.3 Distribution Upon Dissolution. Upon termination or dissolution of the HOPE, Inc., any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations described in Section 501(c)(3) of the 1986 Internal Revenue Code (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving corporation.

The organization to receive the assets of HOPE, Inc. hereunder shall be selected in the discretion of a majority of the managing body of the corporation, and if its members cannot so agree, then the recipient organization shall be selected pursuant to a verified petition in equity filed in a court of proper jurisdiction against HOPE, Inc., by one (1) or more of its managing body which verified petition shall contain such statements as reasonably indicate the applicability of this section. The court upon a finding that this section is applicable shall select the qualifying organization or organizations to receive the assets to be distributed, giving preference if practicable to organizations located within the State of California.

In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to the HOPE, Inc., then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of the State of California to be added to the general fund.

2.05 Offices

2.05.1 The principal office of this corporation for the transaction of business is located at 506 W Minthorn Street in Lake Elsinore, California 92530.

2.05.2 This corporation is hereby granted full power and authority to change the principal office of the

corporation from one location to another in Riverside County, California. Any such change shall be noted by the Secretary in these Bylaws, but shall not be considered an Amendment of the Bylaws.

ARTICLE III

MEMBERSHIP

3.01 No Membership Classes

The corporation shall have no members who have any right to vote or title or interest in or to the corporation, its properties and franchises.

3.02 Non-Voting Affiliates

The board of directors may approve classes of non-voting affiliates with rights, privileges, and obligations established by the board. Affiliates may be individuals, businesses, and other organizations that seek to support the mission of the corporation. The board, a designated committee of the board, or any duly elected officer in accordance with board policy, shall have authority to admit any individual or organization as an affiliate, to recognize representatives of affiliates, and to make determinations as to affiliates' rights, privileges, and obligations. At no time shall affiliate information be shared with or sold to other organizations or groups without the affiliate's consent. At the discretion of the board of directors, affiliates may be given endorsement, recognition and media coverage at fundraising activities, clinics, other events or at the corporation website. Affiliates have no voting rights, and are not members of the corporation.

3.03 Dues

Any dues for affiliates shall be determined by the board of directors.

3.04 Participation of Churches

3.04.1 This corporation shall encourage pastors and lay people associated with a local church in the area, who ascribe to this corporation's stated purpose and who understand and shall act in accordance with its Statement of Faith, to affiliate with HOPE, Inc., and to help sponsor its daily operation with a certain degree of responsibility.

3.04.2 This corporation shall foster goodwill among the congregations within the greater Lake Elsinore area, so as to generate the support of their prayers, food donations and financial offerings.

ARTICLE IV

BOARD OF DIRECTORS

4.01 Number of Directors

HOPE, Inc. shall have a board of directors consisting of at least four (4) and no more than nine (9) directors. Within these limits, the board may increase or decrease the number of directors serving on the board, including for the purpose of staggering the terms of directors.

4.02 Powers

All corporate powers shall be exercised by or under the authority of the board and the affairs of the HOPE, Inc. shall be managed under the direction of the board, except as otherwise provided by law.

4.03 Terms

4.03.1 All directors shall be elected to serve a two-year term, however the term may be extended until a successor has been elected.

4.03.2 Director terms shall be staggered so that approximately half the number of directors will end their terms in any given year.

4.03.3 Directors may serve terms in succession.

4.03.4 The term of office shall be considered to begin July 1 and end June 30 of the second year in office, unless the term is extended until such time as a successor has been elected.

4.04 Qualifications and Election of Directors

In order to be eligible to serve as a director on the board of directors, the individual must be 18 years of age. Directors may be elected at any board meeting by the majority vote of the existing board of directors. The election of directors to replace those who have fulfilled their term of office shall take place in June of each year.

4.05 Vacancies

The board of directors may fill vacancies due to the expiration of a director's term of office, resignation, death, or removal of a director or may appoint new directors to fill a previously unfilled board position, subject to the maximum number of directors under these Bylaws.

Vacancies in the board of directors due to resignation, death, or removal shall be filled by the board for the balance of the term of the director being replaced.

4.06 Removal of Directors

A director may be removed by two-thirds ($\frac{2}{3}$) vote of the board of directors then in office, if:

a) the director is absent and unexcused from two or more meetings of the board of directors in a twelve-month period. The board president is empowered to excuse directors from attendance for a reason deemed adequate by the board president. The president shall not have the power to excuse him/herself from the board meeting attendance and in that case, the board vice president shall excuse the president. Or:

b) for cause or no cause, if before any meeting of the board at which a vote on removal will be made the director in question is given electronic or written notification of the board's intention to discuss her/his case and is given the opportunity to be heard at a meeting of the board.

4.07 Board of Directors Meetings.

4.07.1 Regular Meetings. The board of directors shall have a minimum of four (4) regular meetings each calendar year at times and places fixed by the board. Board meetings shall be held upon four (4) day notice by first-class mail, electronic mail, or facsimile transmission or forty-eight (48) hour notice delivered personally or by telephone. If sent by mail, facsimile transmission, or electronic mail, the notice shall be deemed to be delivered upon its deposit in the mail or transmission system. Notice of meetings shall specify the place, day, and hour of meeting. The purpose of the meeting need not be specified.

4.07.2 Special Meetings. Special meetings of the board may be called by the president, vice president, secretary, treasurer, or any two (2) other directors of the board of directors. A special meeting must be preceded by at least a two (2) day notice to each director of the date, time, and place, but not the purpose, of the meeting.

4.07.3 Waiver of Notice. Any director may waive notice of any meeting, in accordance with California law.

4.08 Manner of Acting.

4.08.1 Quorum. A majority of the directors in office immediately before a meeting shall constitute a quorum for the transaction of business at that meeting of the board. No business shall be considered by the board at any meeting at which a quorum is not present.

4.08.2 Majority Vote. Except as otherwise required by law or by the articles of incorporation, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

4.08.3 Hung Board Decisions. On the occasion that directors of the board are unable to make a decision based on a tied number of votes, the president or treasurer in the order of presence shall have the power to swing the vote based on his/her discretion.

4.08.4 Participation. Except as required otherwise by law, the Articles of Incorporation, or these Bylaws, directors may participate in a regular or special meeting through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting, including in person, internet video meeting or by telephonic conference call.

4.09 Compensation for Board Service

Directors shall receive no compensation for carrying out their duties as directors. The board may adopt policies providing for reasonable reimbursement of directors for expenses incurred in conjunction with carrying out board responsibilities, such as travel expenses to attend board meetings.

4.10 Compensation for Professional Services by Directors

Directors are not restricted from being remunerated for professional services provided to the corporation. Such remuneration shall be reasonable and fair to the corporation and must be reviewed and approved in accordance with the board Conflict of Interest policy and state law.

ARTICLE V **COMMITTEES**

5.01 Committees

The board of directors may, by the resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Any committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except that no committee, regardless of board resolution, may:

- (a) take any final action on matters which also requires board members' approval or approval of a majority of all members;
- (b) fill vacancies on the board of directors or in any committee which has the authority of the board;
- (c) amend or repeal Bylaws or adopt new Bylaws; amend or repeal any resolution of the board of directors which by its express terms is not so amendable or repealable;
- (d) appoint any other committees of the board of directors or the members of these committees;
- (e) expend corporate funds to support a nominee for director; or
- (f) approve any transaction:
 1. to which the corporation is a party and one or more directors have a material financial

- interest; or
2. between the corporation and one or more of its directors or between the corporation or any person in which one or more of its directors have a material financial interest.

5.02 Meetings and Action of Committees

Meetings and action of the committees shall be governed by and held and taken in accordance with, the provisions of Article IV of these Bylaws concerning meetings of the directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee. Special meetings of the committee may also be called by resolution of the board of directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The board of directors may adopt rules for the governing of the committee not inconsistent with the provision of these Bylaws.

5.03 Informal Action by the Board of Directors

Any action required or permitted to be taken by the board of directors at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be agreed by the consensus of a quorum. For purposes of this section an e-mail transmission from an e-mail address on record constitutes a valid writing. The intent of this provision is to allow the board of directors to use email to approve actions, as long as a quorum of board members gives consent.

ARTICLE VI **OFFICERS**

6.01 Board Officers

The officers of the corporation shall be a board president, vice-president, secretary, and treasurer, all of whom shall be chosen by, and serve at the pleasure of, the board of directors. Each board officer shall have the authority and shall perform the duties set forth in these Bylaws or by resolution of the board or by direction of an officer authorized by the board to prescribe the duties and authority of other officers. The board may also appoint additional vice-presidents and such other officers as it deems expedient for the proper conduct of the business of the corporation, each of whom shall have such authority and shall perform such duties as the board of directors may determine. One person may hold two or more board offices, but no board officer may act in more than one capacity where action of two or more officers is required.

6.02 Term of Office

Each officer shall serve a one-year term of office and may not serve more than three (3) consecutive terms of office. Unless unanimously elected by the board at the end of his/her three (3) year terms or to fill a vacancy in an officer position, each board officer's term of office shall begin upon the adjournment of the board meeting at which elected and shall end upon the adjournment of the board meeting during which a successor is elected.

6.03 Removal and Resignation

The board of directors by a two-thirds ($\frac{2}{3}$) vote may remove an officer at any time, with or without cause. Any officer may resign at any time by giving written notice to the corporation without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any resignation shall take effect at the date of the receipt of the notice or at any later time specified in the notice, unless otherwise specified in the notice. The acceptance of the resignation shall not be necessary to make it effective.

6.04 Board President

The board president shall be the chief volunteer officer of the corporation. The board president shall lead the board of directors in performing its duties and responsibilities, including, if present, presiding at all meetings of the board of directors, and shall perform all other duties incident to the office or properly required by the board of directors.

6.05 Vice President

In the absence or disability of the board president, the ranking vice-president or vice-president designated by the board of directors shall perform the duties of the board president. When so acting, the vice-president shall have all the powers of and be subject to all the restrictions upon the board president. The vice-president shall have such other powers and perform such other duties prescribed for them by the board of directors or the board president. The vice-president shall normally accede to the office of board president upon the completion of the board president's term of office.

6.06 Secretary

The secretary shall keep or cause to be kept a book of minutes of all meetings and actions of directors and committees of directors. The minutes of each meeting shall state the time and place that it was held and such other information as shall be necessary to determine the actions taken and whether the meeting was held in accordance with the law and these Bylaws. The secretary shall cause notice to be given of all meetings of directors and committees as required by the Bylaws. The secretary shall have such other powers and perform such other duties as may be prescribed by the board of directors or the board president. The secretary may appoint, with approval of the board, a director to assist in performance of all or part of the duties of the secretary.

6.07 Treasurer

The treasurer shall be the lead director for oversight of the financial condition and affairs of the corporation. The treasurer shall oversee and keep the board informed of the financial condition of the corporation and of audit or financial review results. In conjunction with other directors or officers, the treasurer shall oversee budget preparation and shall ensure that appropriate financial reports, including an account of major transactions and the financial condition of the corporation, are made available to the board of directors on a timely basis or as may be required by the board of directors. The treasurer shall perform all duties properly required by the board of directors or the board president. The treasurer may appoint, with approval of the board a qualified fiscal agent or member of the staff to assist in performance of all or part of the duties of the treasurer.

6.08 Non-Director Officers

The board of directors may designate additional officer positions of the corporation and may appoint and assign duties to other non-director officers of the corporation.

ARTICLE VII **CONTRACTS, CHECKS, LOANS,** **INDEMNIFICATION AND RELATED MATTERS**

7.01 Contracts and other Writings

Except as otherwise provided by resolution of the board or board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the corporation shall be executed on its behalf by the treasurer or other persons to whom the corporation has delegated authority to execute such documents in accordance with policies approved by the board.

7.02 Checks, Drafts

All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the board.

7.03 Deposits

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depository as the board or a designated committee of the board may select.

7.04 Loans

No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the board. Such authority may be general or confined to specific instances.

7.05 Indemnification

7.05.1 Mandatory Indemnification. The corporation shall indemnify a director or former director, who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was a director of the corporation against reasonable expenses incurred by him or her in connection with the proceedings.

7.05.2 Permissible Indemnification. The corporation shall indemnify a director or former director made a party to a proceeding because he or she is or was a director of the corporation, against liability incurred in the proceeding, if the determination to indemnify him or her has been made in the manner prescribed by the law and payment has been authorized in the manner prescribed by law.

7.05.3 Advance for Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the board of directors in the specific case, upon receipt of

- (a) a written affirmation from the director, officer, employee or agent of his or her good faith belief that he or she is entitled to indemnification as authorized in this article, and
- (b) an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation in these Bylaws.

7.05.4 Indemnification of Officers, Agents and Employees. An officer of the corporation who is not a director is entitled to mandatory indemnification under this article to the same extent as a director. The corporation may also indemnify and advance expenses to an employee or agent of the corporation who is not a director, consistent with California Law and public policy, provided that such indemnification, and the scope of such indemnification, is set forth by the general or specific action of the board or by contract.

ARTICLE VIII MISCELLANEOUS

8.01 Books and Records

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of all meetings of its board of directors, a record of all actions taken by board of directors without a meeting, and a record of all actions taken by committees of the board. In addition, the corporation shall keep a copy of the corporation's Articles of Incorporation and Bylaws as amended to date.

8.02 Fiscal Year

The fiscal year of the corporation shall be from July 1 to June 30 of each year.

8.03 Conflict of Interest

The board shall adopt and periodically review a conflict of interest policy to protect the corporation's interest when it is contemplating any transaction or arrangement which may benefit any director, officer, employee, affiliate, or member of a committee with board-delegated powers.

8.04 Nondiscrimination Policy

The officers, directors, committee members, employees, and persons served by this corporation shall be selected entirely on a nondiscriminatory basis with respect to age, sex, race, religion, national origin, and sexual orientation. It is the policy of HOPE, Inc. not to discriminate on the basis of race, creed, ancestry, marital status, gender, sexual orientation, age, physical disability, veteran's status, political service or affiliation, color, religion, or national origin.

8.05 Bylaw Amendment

These Bylaws may be amended, altered, repealed, or restated by a vote of the majority of the board of directors then in office at a meeting of the Board, provided, however,

- (g) that no amendment shall be made to these Bylaws which would cause the corporation to cease to qualify as an exempt corporation under Section 501 (c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code; and,
- (h) that an amendment does not affect the voting rights of directors. An amendment that does affect the voting rights of directors further requires ratification by a two-thirds ($\frac{2}{3}$) vote of a quorum of directors at a Board meeting.
- (i) that all amendments be consistent with the Articles of Incorporation.

ARTICLE IX

COUNTERTERRORISM AND DUE DILIGENCE POLICY

In furtherance of its exemption by contributions to other organizations, domestic or foreign, HOPE, Inc. shall stipulate how the funds will be used and shall require the recipient to provide the corporation with detailed records and financial proof of how the funds were utilized.

Although adherence and compliance with the US Department of the Treasury's publication the "Voluntary Best Practice for U.S. Based Charities" is not mandatory, HOPE, Inc. willfully and voluntarily recognizes and puts to practice these guidelines and suggestions to reduce, develop, re-evaluate and strengthen a risk-based approach to guard against the threat of diversion of charitable funds or exploitation of charitable activity by terrorist organizations and their support networks.

HOPE, Inc. shall also comply and put into practice the federal guidelines, suggestion, laws and limitation set forth by pre-existing U.S. legal requirements related to combating terrorist financing, which include, but are not limited to, various sanctions programs administered by the Office of Foreign Assets Control (OFAC) in regard to its foreign activities.

ARTICLE X

DOCUMENT RETENTION POLICY

10.01 Purpose

The purpose of this document retention policy is establishing standards for document integrity, retention, and destruction and to promote the proper treatment of HOPE, Inc. records.

10.02 Policy

10.02.1 Section 1. General Guidelines. Records should not be kept if they are no longer needed for the operation of the business or required by law. Unnecessary records should be eliminated from the files. The cost of maintaining records is an expense which can grow unreasonably if good housekeeping is not performed. A mass of records also makes it more difficult to find pertinent records.

From time to time, HOPE, Inc. may establish retention or destruction policies or schedules for specific categories of records in order to ensure legal compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that warrant special consideration are identified below. While minimum retention periods are established, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention, as well as the exception for litigation relevant documents and any other pertinent factors.

10.02.2 Section 2. Exception for Litigation Relevant Documents. HOPE, Inc. expects all officers, directors, and employees to comply fully with any published records retention or destruction policies and schedules, provided that all officers, directors, and employees should note the following general exception to any stated destruction schedule: If you believe, or the HOPE, Inc. informs you, that corporate records are relevant to litigation, or potential litigation (i.e. a dispute that could result in litigation), then you must preserve those records until it is determined that the records are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records.

10.02.3 Section 3. Minimum Retention Periods for Specific Categories Corporate Documents. Corporate records include the corporation's Articles of Incorporation, By-Laws and IRS Form 1023 and Application for Exemption. Corporate records should be retained permanently. IRS regulations require that the Form 1023 be available for public inspection upon request.

10.02.3.1 Tax Records. Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of contributions made by donors, accounting procedures, and other documents concerning the corporation's revenues. Tax records should be retained for at least seven years from the date of filing the applicable return.

10.02.3.2 Employment Records/Personnel Records. State and federal statutes require the corporation to keep certain recruitment, employment and personnel information. The corporation should also keep personnel files that reflect performance reviews and any complaints brought against the corporation or individual employees under applicable state and federal statutes. The corporation should also keep in the employee's personnel file all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel. Employment applications should be retained for three years. Retirement and pension records should be kept permanently. Other employment and personnel records should be retained for seven years.

10.02.3.3 Board and Board Committee Materials. Meeting minutes should be retained in perpetuity in the corporation's minute book. A clean copy of all other Board and Board Committee materials should be kept for no less than three years by the corporation.

10.02.3.4 Press Releases/Public Filings. The corporation should retain permanent copies of all press releases and publicly filed documents under the theory that the corporation should have its own copy to test the accuracy of any document a member of the public can theoretically produce against the corporation.

10.02.3.5 Legal Files. Legal counsel should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.

10.02.3.6 Marketing and Sales Documents. The corporation should keep final copies of marketing and sales documents for the same period of time it keeps other corporate files, generally three years. An exception to the three-year policy may be sales invoices, contracts, leases, licenses, and other legal documentation. These documents should be kept for at least three years beyond the life of the agreement.

10.02.3.7 Development/Intellectual Property and Trade Secrets. Development documents are often subject to intellectual property protection in their final form (e.g., patents and copyrights). The documents detailing the development process are often also of value to the corporation and are protected as a trade secret where the corporation:

- (a) derives independent economic value from the secrecy of the information; and
- (b) has taken affirmative steps to keep the information confidential.

The corporation should keep all documents designated as containing trade secret information for at least the life of the trade secret.

10.02.3.8 Contracts. Final, execution copies of all contracts entered into by the corporation should be retained. The corporation should retain copies of the final contracts for at least three years beyond the life of the agreement, and longer in the case of publicly filed contracts.

10.02.3.9 Correspondence. Unless correspondence falls under another category listed elsewhere in this policy, correspondence should generally be saved for two years.

10.02.3.10 Banking and Accounting. Accounts payable ledgers and schedules should be kept for seven years. Bank reconciliations, bank statements, deposit slips and checks (unless for important payments and purchases) should be kept for three years. Any inventories of products, materials, and supplies and any invoices should be kept for seven years.

10.02.3.11 Insurance. Expired insurance policies, insurance records, accident reports, claims, etc. should be kept permanently.

10.02.3.12 Audit Records. External audit reports should be kept permanently. Internal audit reports should be kept for three years.

10.02.4 Section 4. Electronic Mail. E-mail that needs to be saved should be either:

- (a) printed in hard copy and kept in the appropriate file; or
- (b) downloaded to a computer file and kept electronically or on disk as a separate file. The retention period depends upon the subject matter of the e-mail, as covered elsewhere in this policy.

ARTICLE XI
Transparency and Accountability
Disclosure of Financial Information With The General Public

11.01 Purpose

By making full and accurate information about its mission, activities, finances, and governance publicly available, HOPE, Inc. practices and encourages transparency and accountability to the general public. This policy will:

- a) indicate which documents and materials produced by the corporation are presumptively open to staff and/or the public,
- b) indicate which documents and materials produced by the corporation are presumptively closed to staff and/or the public, and
- c) specify the procedures whereby the open/closed status of documents and materials can be altered.

The details of this policy are as follow:

11.02 Financial and IRS documents (The form 1023 and the form 990)

HOPE, Inc. shall provide its Internal Revenue forms 990, 990-T, 1023 and 5227, bylaws, conflict of interest policy, and financial statements to the general public for inspection free of charge.

11.03 Means and Conditions of Disclosure

HOPE, Inc. shall make "Widely Available" the aforementioned documents on its internet website: www.HOPEinElsinore.org to be viewed and inspected by the general public.

- 11.03.1 The documents shall be posted in a format that allows an individual using the Internet to access, download, view and print them in a manner that exactly reproduces the image of the original document filed with the IRS (except information exempt from public disclosure requirements, such as contributor lists).
- 11.03.2 The website shall clearly inform readers that the document is available and provide instructions for downloading it.
- 11.03.3 HOPE, Inc. shall not charge a fee for downloading the information. Documents shall not be posted in a format that would require special computer hardware or software (other than software readily available to the public free of charge).
- 11.03.4 HOPE, Inc. shall inform anyone requesting the information where this information can be found, including the web address. This information must be provided immediately for in-person requests and within 7 days for mailed requests.

11.04 IRS Annual Information Returns (Form 990)

HOPE, Inc. shall submit the Form 990 to its board of directors prior to the filing of the Form 990. While neither the approval of the Form 990 or a review of the 990 is required under Federal law, the corporation's Form 990 shall be submitted to each member of the board of director's via (hard copy or email) at least 10 days before the Form 990 is filed with the IRS.

11.05 Board

All board minutes shall be open to the public once accepted by the board, except where the board passes a motion to make any specific portion confidential.

11.06 Staff Records

11.06.1 All staff records shall be available for consultation by the staff member concerned or by their legal representatives.

11.06.2 No staff records shall be made available to any person outside the corporation except the authorized governmental agencies.

11.06.3 Within the corporation, staff records shall be made available only to those persons with managerial or personnel responsibilities for that staff member, except that staff records shall be made available to the board when requested.

11.07 Donor Records

11.07.1 All donor records shall be available for consultation by the members and donors concerned or by their legal representatives.

11.07.2 No donor records shall be made available to any other person outside the corporation except the authorized governmental agencies.

11.07.3 Within the corporation, donor records shall be made available only to those persons with managerial or personnel responsibilities for dealing with those donors, except that donor records shall be made available to the board when requested.

ARTICLE XII **CODES OF ETHICS AND WHISTLEBLOWER POLICY**

12.01 Purpose

HOPE, Inc. requires and encourages directors, officers and employees to observe and practice high standards of business and personal ethics in the conduct of their duties and responsibilities. The employees and representatives of the corporation must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. It is the intent of HOPE, Inc. to adhere to all laws and regulations that apply to the corporation and the underlying purpose of this policy is to support the corporation's goal of legal compliance. The support of all corporate staff is necessary to achieving compliance with various laws and regulations.

12.02 Reporting Violations

If any director, officer, staff or employee reasonably believes that some policy, practice, or activity of HOPE, Inc. is in violation of law, a written complaint must be filed by that person with the vice president or the board president.

12.03 Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false shall be viewed as a serious disciplinary offense.

12.04 Retaliation

Said person is protected from retaliation only if she/he brings the alleged unlawful activity, policy, or practice to the attention of HOPE, Inc. and provides HOPE, Inc. with a reasonable opportunity to investigate and correct the

alleged unlawful activity. The protection described below is only available to individuals that comply with this requirement.

HOPE, Inc. shall not retaliate against any director, officer, staff or employee who in good faith, has made a protest or raised a complaint against some practice of HOPE, Inc. or of another individual or entity with whom HOPE, Inc. has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

HOPE, Inc. shall not retaliate against any director, officer, staff or employee who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of HOPE, Inc. that the individual reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

12.05 Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

12.06 Handling of Reported Violations

The board president or vice president shall notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports shall be promptly investigated by the board and its appointed committee and appropriate corrective action shall be taken if warranted by the investigation.

This policy shall be made available to all directors, officers, staffs or employees and they shall have the opportunity to ask questions about the policy.


ARTICLE XIII **AMENDMENT OF ARTICLES OF INCORPORATION**

13.01 Amendment

Any amendment to the Articles of Incorporation may be adopted by approval of two-thirds (2/3) of the board of directors.

CERTIFICATE OF ADOPTION OF BYLAWS

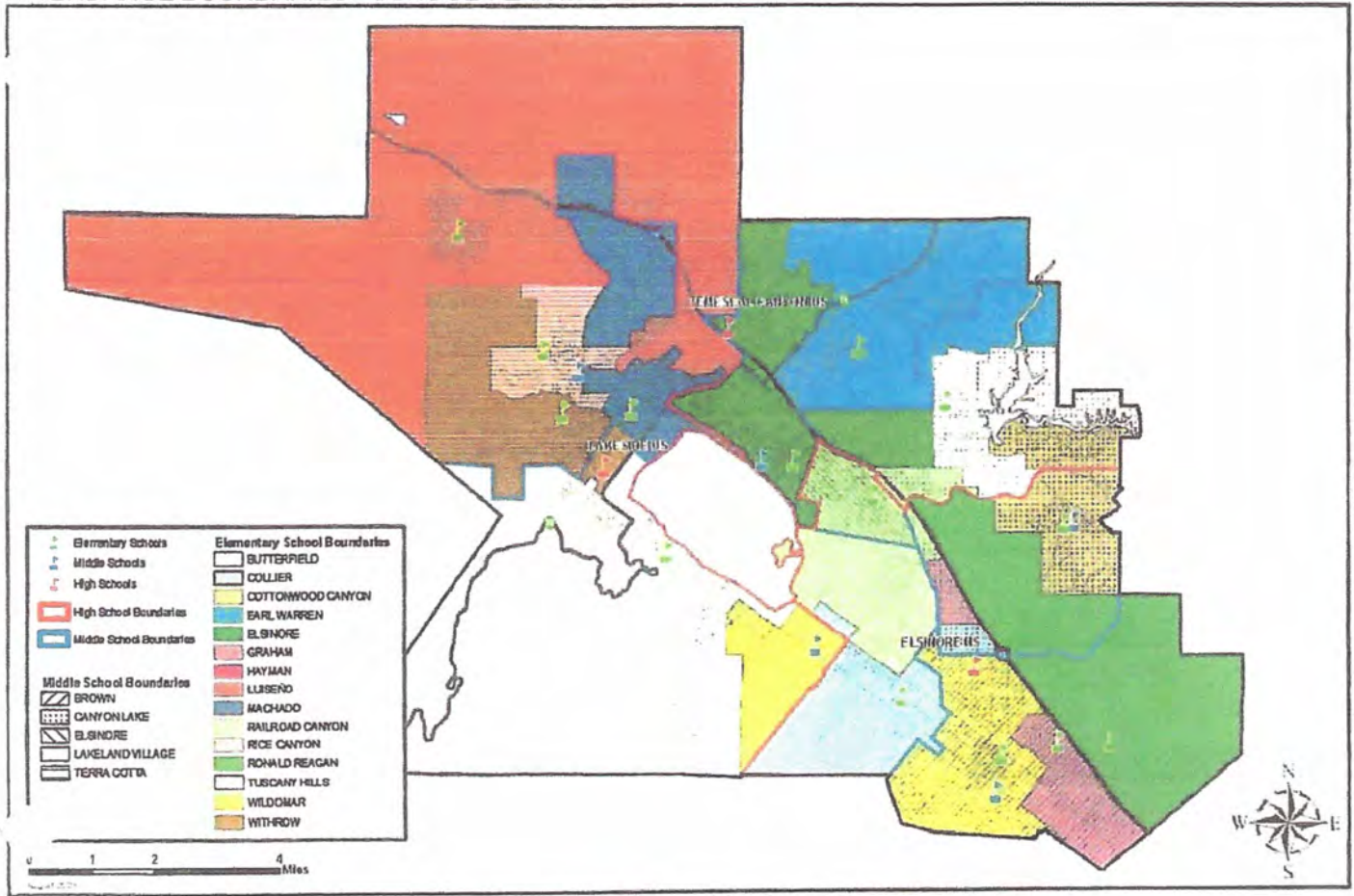
I do hereby certify that the above stated Bylaws of HOPE, Inc. were approved by the HOPE, Inc. board of directors on January 11, 2017 and constitute a complete copy of the Bylaws of the corporation.


Sue DeLorio, Secretary

Date: 2-15-17

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

ATTENDANCE BOUNDARIES - SCHOOL YEAR 2009/2010



Note: Check one for the entire year of reporting.

- ☐ Household (Each household is one unit)
- ☐ Client (Each person is one unit)

CDBG DIRECT BENEFIT ACTIVITY REPORT

No less than 51% of clientele served MUST qualify at L/M income level

Report Complied by: Brett Masters

Phone No: (951) 245-7510

FAX No.: (951) 674-2655

Record ONLY the **UNDUPLICATED** number served.

Categories		IDIS	Jul-19	Aug	Sept	Oct	Nov	Dec	Jan-20	Feb	Mar	Apr	May	June	Total	Grand
Income																
a)	# of Extremely Low		212	299	370	219	167	79	170	159	19	334	335	196	2559	
b)	# of Very Low		112	57	69	52	25	21	24	22	2	13	13	22	432	
c)	# of Low		23	22	16	7	19	7	11	4	1	7	4	9	130	
d)	# of Non-Low / Moderate (above 80% area MHI)		4	5					6						15	
Single race category																3136
e)	White		110	190	205	143	88	47	97	54	8	111	74	52	1179	2222
f)	Black/African Amer.		25	17	13	16	10	7	12	8	3	15	12	11	149	193
g)	Asian		4		2	1	11	3	2	3	1	2	9	7	45	50
h)	Amer. Indian/Alaskan Native		5	4	4	5			4				1		23	24
i)	Native Hawaiian/Other Pacific Islander		4			1						1		2	8	12
Multi-race category																4
j)	Amer. Indian/Alaskan Native & White		3		1	2							1		0	12
k)	Asian & White											4	1		5	19
l)	Black/African Amer. & White		1			7						1	2		11	431
m)	Amer. Indian/Alaskan Native & Black/African Amer.													1		47
n)	Hispanic/White	185		141	192	94	92	31	87	77	10	51	44	39	1043	
o)	Hispanic/Black/African American	3			9		2	7		2		8	7	6	44	
p)	Hispanic/Asian									1		3		1	5	
q)	Hispanic/American Indian/Alaskan Native												1		1	
r)	Hispanic/Native Hawaiian/Other Pacific Islander								4						4	
s)	Hispanic/American Indian/Alaskan Native & White								4						4	
t)	Hispanic/Asian & White			4	5							5			14	
u)	Hispanic/Black/African American & White	4													420	
v)	Hispanic/Black/African Amer. Indian/Alaskan Native & Black/African Amer.			11	6	1						126	191	99	2	46
w)	Other (multi-race only)	7		16	18	8	8	6	1	40	1	7	7	6	125	3135
Duplicate Units of Service per month															Total Number Served	0

Instructions: Gray areas for internal use only -- calculations will appear automatically.

When choosing a category, choose ONLY one that best identifies a specific client/family being served.

Calculations: Totals in both categories (income/race) must equal.

Quarterly reports are due at the end of -- Sept., Dec., Mar., and June.

Attach a second sheet for quarterly activity reports.

Reports are to include 3-months of program accomplishments and/or a brief explanation of why goals were not met, and an over-all projection for the next 3-months.

(MANDATORY)		EXPENDITURES -- Total spent YTD from ALL funding sources:	
CDBG:	\$86,775.98	Private:	\$38,679.03
Federal (other):	\$0.00	Fees:	\$0.00
State:	\$0.00	Other:	\$1,644,767.77
Local:	\$0.00	(Describe Other)	(In-Kind)
Other:	\$19,872.24	TOTAL:	\$1,790,095.02

Income and Expense Statement

Anticipated Income & Expenses

FY 2021-2022 Income

Item	Amount
Grant Requests	\$170,000
Individual Donations	\$48,000
Businesses/Organizations	\$36,000
Other	6,000
Total	\$260,000

FY 2021-2022 Expenses

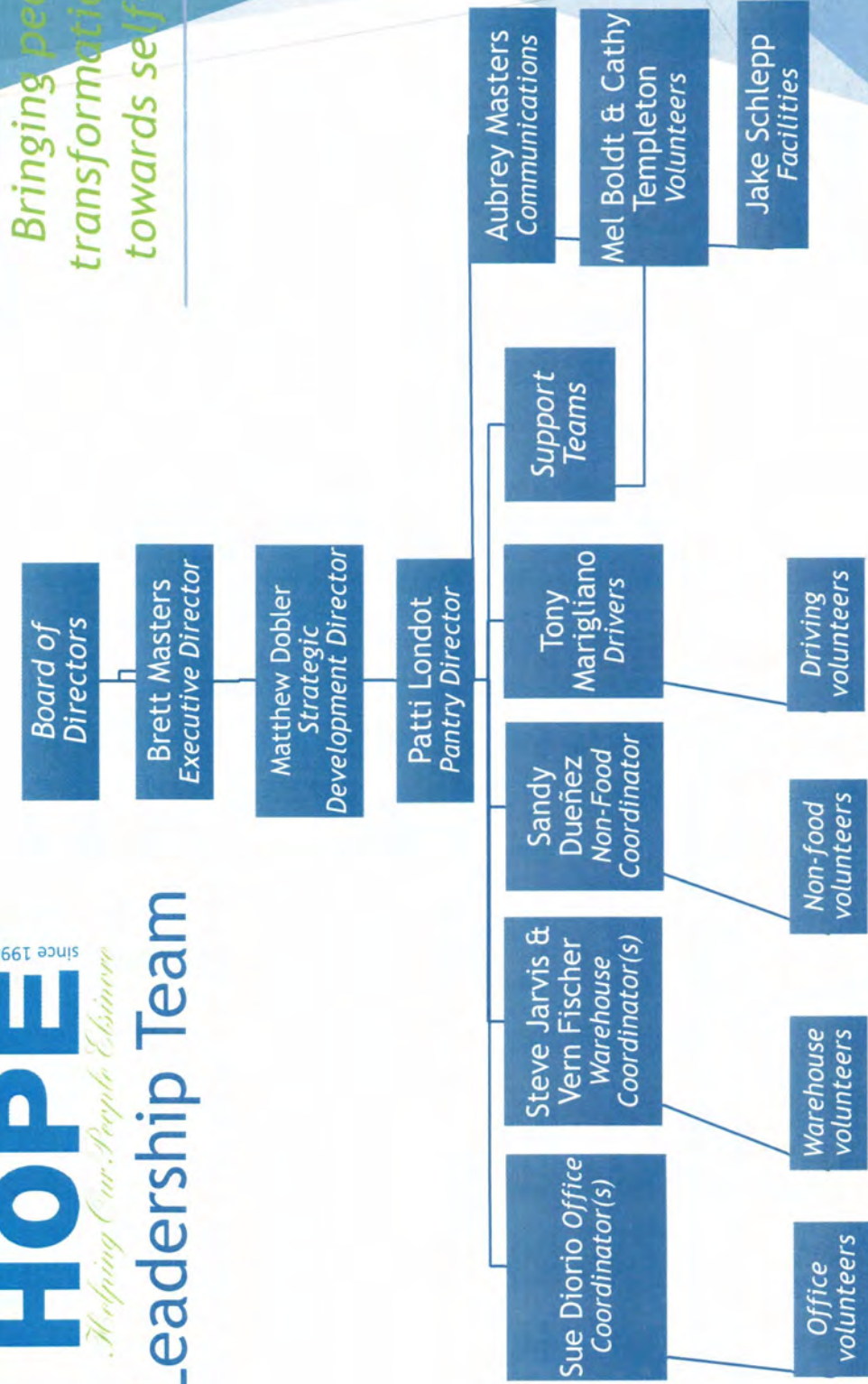
Item	Amount
Salaries	\$42,000
Space Cost	\$57,000
Rental, Lease or Purchase of Equipment	\$47,000
Consumable Supplies	\$33,000
Travel	\$5,000
Telephone	\$2,000
Utilities	\$20,000
Other Costs	\$54,000
Total	\$260,000

HOPE

since 1990

Helping Our People Thrive

Leadership Team



*Bringing people into a
transformational process
towards self-sufficiency*





Board of Directors CDBG Authorization Letter

November 2, 2020

Time: 4:00 pm

Location:

Dream Center Headquarters
114 E. Peck Street
Lake Elsinore, CA 92530

Members Present:

Chairperson: Brett Masters
Secretary: Aubrey Masters
Members: Kara Vega, David Baker, Bob Guilliams, and Edwin Rodriguez

[1] CDBG Authorization

The Board of Directors of Helping our People in Elsinore (HOPE) authorizes Brett Masters, Executive Director, to submit a Community Development Block Grant to the County of Riverside, the Cities of Lake Elsinore, Wildomar, and Canyon Lake for 2021-2022 Program Year.

In addition, the Board authorizes Brett Masters and/or Patti Londot to act on behalf of Helping our People in Elsinore (HOPE) in the matter of contracts, billings, contact and reporting.

Chairperson Signature: Brett D. Masters Date: 11/4/20

Secretary Signature: Aubrey L. Masters Date: 11/5/20



Board of Directors

October 9, 2020

Brett Masters, *Chair*

Kara Vega, *Treasurer*

Aubrey Masters, *Recording Secretary*

Bob Guilliams, *Member*

David Baker, *Member*

Cathy Cook Templeton, *Member-at-Large*

Chuck Searer, *Member-at-Large*

"We can do all this through Him who gives us strength". *Philippians 4:13*



Name	Phone Number	Qualifications
Brett Masters	951-376-3703	Brett is the executive director for Dream Center-LE, which includes oversight of HOPE Food Pantry since 2017. in 2019, Brett brought on Patti Londot as the HOPE Food Pantry Director.
Patti Londot	951-751-5828	Patti has been serving at HOPE since 2013. First, as a volunteer in multiple capacities, and then, in 2019, as Director, HOPE Food Pantry. Patti has served in this position for over 1 year and has successfully navigated the exponential demand brought about by the COVID-19 pandemic.

ATTACHMENT D

Non Profit Press Release/Application Package



CITY OF WILDOMAR

PRESS RELEASE

23873 Clinton Keith Road,
Suite #201
Wildomar, CA 92595
Phone (951) 677-7751
Fax (951) 698-1463
www.cityofwildomar.org

**APPROVED FOR IMMEDIATE
RELEASE BY: GARY NORDQUIST
DATE: November 2, 2020**

NOTICE OF FUNDING AVAILABILITY (NOFA) FOR NON-PROFIT PUBLIC SERVICE ORGANIZATIONS FOR FISCAL YEAR 2020 / 21

WILDOMAR, CA, The Wildomar City Council has initiated a special one-time funding program for Fiscal Year 20120/21 for non-profit public service organizations. This program will replace the City's typical Community Development Block Program (CDBG) funding cycle for this next fiscal year only.

Eligible non-profit organizations (501(c)(3)) are invited to apply for the funding. The funding application can be found by clicking on the following link: <https://wildomar.sharefile.com/d-se6a88b14ca54fe9b>. Applications will be accepted anytime between November 2, 2020 and November 24, 2020 (by 5 pm).

Due to COVID-19 restrictions, the City will only accept electronic copies of your proposal packages (Pdf format only). When you submit your proposal package you may use the following link to upload your application package: <https://wildomar.sharefile.com/r-r8253aa1e5bc4dda8>. The City will be automatically notified when your application package is submitted.

To be eligible for this one-time in-lieu funding program, your program must still satisfy one of the standard HUD national objectives, including: 1) provide a benefit to low and moderate income persons, 2) prevent or eliminate slums and blight, or 3) meet other urgent community development needs due to natural disasters or other emergencies. Those application packages not meeting this criteria will not be considered for funding.

The City Council will review program applications with special emphasis given to projects that have a direct/specific benefit to the City of Wildomar and its residents. The funding is limited to a total amount of \$17,500. Final determination will be made by the City Council during their FY 2020/21 mid-year budget meeting tentatively set for January 13, 2021. The City Council meeting will be held virtually via Zoom beginning at 5:00 p.m.

For more information, please contact Matthew Bassi, Planning Director at (951) 677-7751, Ext. 213, or via email at mbassi@cityofwildomar.org.

-END-



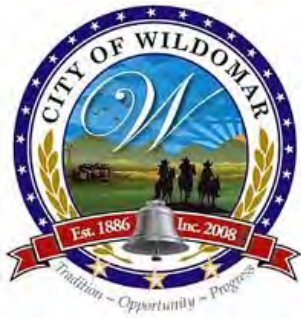
CITY OF WILDOMAR “NON-PROFIT PUBLIC SERVICE” FUNDING APPLICATION

*Application
FY 2020-2021*

**Application Due Date:
Tuesday, November 24, 2020 (5:00 P.M.)**

Submit to Matthew Bassi, Planning Director

**Wildomar City Hall, Planning Department,
23873 Clinton Keith Road, Ste. #201**



City of Wildomar

NON-PROFIT PUBLIC SERVICE FUNDING APPLICATION FOR FISCAL YEAR 2020/21

Application Instructions

The City of Wildomar is inviting eligible non-profit organizations 501(c)(3) to submit proposal applications for one-time City Council funding for the 2020/21 Fiscal Year. This Funding will replace the City's typical CDBG funding for this fiscal year only. Organizations applying for funding must meet one of the standard HUD national objectives. The procedures outlined below must be followed by all non-profit organizations applying for public service funding.

IMPORTANT DATES

APPLICATION DEADLINE

Tuesday, November 24, 2020 by 5:00 p.m.

To be considered for funding, a fully completed application must be submitted to the Planning Department by this date.

Applications received after the deadline will not be accepted. See "How to Apply" section.

CITY COUNCIL CONSIDERATION

Wednesday, January 13, 2021 (5:00 p.m.)...this is a tentative date.

The City Council meeting to consider these funding applications is tentatively set for a January 13, 2021. Please check with the Planning Department 14 days before to verify the actual date.

MINIMUM FUNDING REQUEST AND LEVERAGE FUNDING

Eligible Activities: Applicants seeking funding should refer to the standard HUD Regulations regarding eligible uses. While City Council funding for this fiscal year is not using CDBG funds, the standard CDBG eligible requirements still apply.

Minimum Funding Request: There is no minimum funding request for this one-time funding program, however, the City Council has only allocated \$17,500 to fund all non-profit public service originations for FY 2020/21. Actual funding amounts will be determined at the Council's mid-year budget meeting *tentatively set for January 13, 2021*.

Leverage Funding: Verification of at least FIVE percent (5%) matching funds must be provided prior to the date of the funding award by the City Council. Funds used to match a previous CDBG grant may not be used to match a subsequent grant award. Applications with zero leveraging will be disqualified. Leverage may include, but are not limited to Federal, state, local, private, donations, in-kind, volunteer hours.

QUALIFYING CRITERIA

Applicants **MUST BE** legally established non-profit entities. This typically means a governmental agency, or an entity created under Section 501(c)(3) of the Internal Revenue Code.

- Proposed projects **MUST** meet one of the following federal criteria (24 CFR 507.201) to be eligible:
- The activity predominantly benefits low to moderate-income people (more than 51% of the persons served by the activity).
- The activity eliminates slums or blight.
- The project meets a need having a particular urgency. The condition of urgency must be of recent origin, generally being developed or becoming critical less than 18 months preceding the application for assistance.

In considering application proposals, the City Council will pay particular attention to the amount of benefit received by Wildomar residents. Applicants are strongly encouraged to take special care in identifying and quantifying the program and the number of Wildomar residents who have benefited from the activity in the past, and who would be served by the activity in the next year (See Attachment A).

Selected funding recipients will be required to prepare and submit reports to the City, including quarterly quantifiable performance measures reports, demonstrating the number served and the applicable benefit received.

HOW TO APPLY

1. Eligible non-profit organizations (501(c)(3)) are invited to apply for the funding. Complete this **City of Wildomar Application Form and Attachment B (Supplemental Information)**. The funding application can be downloaded from the City by clicking on the following link: <https://wildomar.sharefile.com/d-se6a88b14ca54fe9b>. Due to COVID-19 restrictions, the City will only accept electronic copies of your proposal packages (Pdf format only). When you submit your proposal package you may use the following link to upload your application package: <https://wildomar.sharefile.com/r-r8253aa1e5bc4dda8>. The City will be automatically notified when your application package is submitted. **Deadline date to make your submittal is Tuesday, November 24, 2020 by 5:00 p.m.**

IMPORTANT Reminders:

- All applications must include a detailed index of all attachments to the funding application, and must be individually tabbed and labeled to correspond to the specific section of the application.
- The application cannot be altered. If additional space is needed to complete a response, continue the answer on an attached sheet, in sequence, and with the section header and numbered responses corresponding with the application.
- All questions on the application must be answered and documentation requests must be attached. Incomplete applications will not be considered.

FOR ASSISTANCE

For information regarding the program or eligibility of activities, please call Matthew Bassi, Planning Director, at (951) 677-7751, ext. 213 or via email at mbassi@cityofwildomar.org.

ADDITIONAL INFORMATION

Applicants receiving funding will be required to meet the City insurance requirements, file regular reports to the City of Wildomar regarding their activities, performance measures, and income verification forms for beneficiaries of services funded.

Funding is typically provided on a reimbursement basis for services already rendered and paid for by the non-profit service provider.

The City Council has allocated \$17,500 of funding to be distributed at their discretion. This amount is equal to the typical CDBG public service funds for FY 2020/21 which is equal to no more than 15 percent of the City's total CDBG allotment from the County of Riverside.

Since a great deal of effort is required to put together an application, potential applicants are encouraged to discuss their proposals with the City's CDBG Manager in advance to make a preliminary determination on eligibility of the organization and project.

Attachment A

City of Wildomar
Non-Profit Public Service Funding Application
(Fiscal Year 2020/21)

I. GENERAL INFORMATION:

Applying Entity or Agency: _____

Site Location Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax: _____

Executive Director Name: _____

Title: _____

Email: _____

What is your organization's mission and vision (Limited to the space below):

How is your program different from other organizations providing the same type of services to Wildomar residents (Limited to the space below):

II. OUTCOMES AND QUANTIFIABLE PERFORMANCE MEASURES SPECIFIC TO WILDOMAR:

NOTE: If your project receives requested funds, the following questions are based on the expected number of **Wildomar** clients to be served.

1. Number of **Wildomar** clients or units of service to be provided using these funds during the term of the 2020/21 fiscal year: _____
2. Length of funded activities or service to **Wildomar clients** (weeks, months, year): _____
3. Unduplicated number of **Wildomar** clients/persons projected to serve (e.g., 25 clients, 50 seniors): _____
4. Units of service (Example: 25 clients x 10 visits = 250 units of service): _____
5. Service will be provided to **Wildomar** (check one or more):

☐ Men ☐ Women ☐ Children – Age Range _____
☐ Men/Women ☐ Men/Women/Children ☐ Families ☐ Seniors
☐ Severely Disabled Adults ☐ Migrant Farm Workers ☐ Homeless
6. Number of beds of facility: _____
7. Anticipated number of “new” beds: _____
8. Length of stay (if residential facility): _____
9. If you received CDBG funds in FY 2019/20, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2019 through June 30, 2020: _____
10. If you received CDBG funds in FY 2019/20, please quantify the increase in service that you will be providing in 2020/21 Fiscal Year, and explain why there is a new demand or an unmet need in the community for this service: _____

11. If you did not receive non-profit funds in FY 2019/20, how many unduplicated **Wildomar** clients/persons were served by your program from July 1, 2019 through June 30, 2020: _____
12. Wildomar Funds Requested (total requested for this project only): \$ _____

13. Provide a detailed description of the proposed use of the CDBG funds only (e.g. client scholarships, purchase of specific piece of equipment, rent, supplies, utilities, salaries, etc.):

Proposed Use of CDBG Funds Only		Amount
	Total	

14. Other leveraging funding:

Leveraging Source of Funds		Amount
	Total	

Attachment B

Please complete the following
supplemental information.

I. ORGANIZATIONAL HISTORY: (*This is applicable only if you are a non-profit organization*)

Date Organization founded: _____

Date Organization incorporated as a non-profit organization: (*Non-profits only*): _____

Federal Tax Identification Number: _____

State Identification Number: (*Non-profit agency only*) _____

DUNS Number: _____

Fiscal Year Ends Date: _____

Organization Web Address: _____

Does your Organization expend \$500,000 or more a year in Federal Funds? _____

Number of Paid Staff: _____ Number of Volunteers: _____

Note: Must Attach Current Board of Directors & Articles of Incorporation and By-Laws

Check ONLY the applicable category your application represents.

- ☐ Real Property Acquisition
- ☐ Public Service
- ☐ Housing
- ☐ Rehabilitation/Preservation (please provide picture of structure)
- ☐ Public Facilities Improvements (construction)
- ☐ Infrastructure
- ☐ Homeless Activities
- ☐ Economic Development
- ☐ Administration
- ☐ Other: (provide description)

II. PROJECT/ACTIVITY/SERVICE NARRATIVE:

A. Name of Project/Activity/Service: _____

B. Provide a detailed description of the proposed use of the CDBG funds ONLY. If CDBG funds will assist the entire program or activity, then provide a description of the entire program or activity. (Attach additional sheets if necessary)

C. Outcomes and Performance Measures

Number of unduplicated clients or units of service to be served using CDBG funds during the term of the grant (number of jobs created and/or businesses assisted using CDBG funds):

Time-frame CDBG funds will be expended (does not extend to Public Service Activities) (weeks, months, years):

Total number of unduplicated clients/units to be served with ALL funding sources (e.g., 25 clients x 10 visits = 250 units of service):

Number of beds of facility (if residential facility): _____

Anticipated increase in number of beds (if residential facility): _____

Length of stay (if residential facility): _____

- D. Provide goals and objectives of the project, service, activity. How will you measure and evaluate the success of the project/service/activity to meet the goals and objectives?

- E. Discuss how this project/service/activity directly benefits low- and moderate- income residents.

- F. Respond to box (a) & (b) only if this application is for a publicservice project/service/activity.

(a) Is this a NEW service/activity/service provided by your agency?

☐ Yes

☐ No

(b) If service is not new, will the existing project/activity/service level be substantially increased or improved

☐ Yes

☐ No

G. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

H. Attach Estimated Timeline for Project Implementation:

III. PROJECT BENEFIT:

While your proposal is not being funded in Fiscal Year 2019/20 by federal CDBG funds, the City nonetheless is requiring that your proposal meet at least one (1) of three (3) National Objectives of the typical CDBG program. Indicate the category of National Objective to be met by your activity:

CATEGORY 1: Benefit to low-moderate income persons (must be documented). Please choose either subcategory A, B or C.

A. LIMITED CLIENTELE:

The project/activity/service serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low- moderate income persons.

B. CLIENTELE PRESUMED (to be principally low- and moderate-income persons):

The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories and their ethnicity.

The activity will benefit (check one or more)

- ☐ Abused children
- ☐ Battered spouses
- ☐ Elderly persons
- ☐ Severely disabled adults
- ☐ Homeless persons
- ☐ Illiterate adults
- ☐ Persons living with AIDS
- ☐ Migrant Farm workers

C. Describe your clientele to be served by the project/activity/service.

CATEGORY 2: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. This determination is based upon 2000 Census data, until further notice. If you need assistance in determining the appropriate census data, please call EDA.

Census Tract and block group numbers:

CT BG CT BG

CT BG CT BG

CT BG CT BG

Enter Total population in Census Tract(s)/Block Group(s): _____

Enter % of low-moderate population in Census Tract(s)/Block Group(s): _____

CATEGORY 3: Prevention or Elimination of Slums and Blight: The proposed project or activity must directly benefit an identified slum and blighted area.

Is the proposed project located in an area with determinable indications of slum and blight?
(Applicant should contact EDA first if proposing to use this National Objective Category)

☐ Yes or No ☐

If yes, attach map of the area with the site highlighted and provide additional documentation of the existence of slum/blight, e.g. photos, news stories, reports, etc.

Provide the Percentage of Deteriorated Buildings/Qualified Properties: _____

Slum/Blight Designation Year: _____

Public Improvement Type and Condition: _____

Describe the Boundaries of the Slum/Blight area(s):

CATEGORY 4: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons

Proposed Job Creation/Retention:

Total jobs expected to Create: _____

Total jobs expected to Retain: _____

CATEGORY 5: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income:

Proposed Assistance to Businesses

(Clearance and/or rehabilitation activities; financial assistance to manufacture or expansion.)

New Businesses expected to assist: _____

Existing Businesses expected to assist: _____

Enter Total Businesses Expected to Assist: _____

IV. LEVERAGING:

- A. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

- B. If commitments are pending, indicate amount requested and attach documentation regarding previous year's funding. (Include: Funding Source, Amount Requested, Date Available, Type of Commitment and Funding):

Funding Source	Amount Requested	Date Available	Type of Commitment	Funding

- C. Identify other funding sources (commitments of applications) from other sources to assist in the implementation of this activity.

- D. Provide a summary, by line item, of your organization's previous year's Income and Expense Statement (*Attach Summary Income and Expense Statement*).

V. MANAGEMENT CAPACITY:

- A. Describe your organization's experience in managing and operating projects or activities funded with CDBG or other Federal funds.

- B. Attach a resource list (partnerships) in addition to the source and commitment of funds for the operation and maintenance of the program. (Include: Source, Activity, Year, Allocation, Amount Expended.)

Source	Activity	Year	Allocation	Amount Expended

C. Management Systems:

Does your organization have written and adopted management systems (i.e. policies and procedures, including personnel, procurement, property management, record keeping, financial management, etc.)?

☐ Yes or No ☐

D. Capacity (*Ability to manage program and grants*):

Please provide a list of the names, phone number, and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project. In addition to the list, provide a detailed organizational chart. (*Attach List and Detailed Organizational Chart*)

E. Should the applying entity be awarded City funds, please identify the primary project objectives and goals using an *Estimated Timeline for Project Implementation* (Include Objective/Goal, State Date, and Completion Date):

OBJECTIVE/GOAL	START DATE	COMPLETION DATE

VI. FINANCIAL INFORMATION:

A. **Proposed Project/Activity/Service Budget**

Complete the following annual program budget to begin July 1, 2019. If your proposed City funded activity will start on a date other than July 1, 2014, please indicate starting date. If these budget line items are not applicable to your activity, please attach an appropriate budget. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the activity for which you are requesting CDBG funding - not for the budget of the entire organization or agency. (EXAMPLE: The Valley Senior Center is requesting funding of a new Senior Nutritional Program. The total cost of the program is \$15,000. A total of \$10,000 in CDBG funds is being requested for operating expenses associated with the proposed activity. Other non-CDBG funding will be used to pay pick-up the remaining costs for the program).

	TOTAL PROJECT/ ACTIVITY/SERVICE BUDGET (<u>Include CDBG Funds</u>)	CDBG FUNDS REQUESTED
I. Personnel		
A. Salaries & Wages	\$ _____	\$ _____
B. Fringe Benefits	\$ _____	\$ _____
C. Consultants & Contract Services	\$ _____	\$ _____
SUB-TOTAL:	\$ _____	\$ _____
II. Non-Personnel		
A. Space Costs	\$ _____	\$ _____
B. Rental, Lease or Purchase of Equip.	\$ _____	\$ _____
C. Consumable Supplies	\$ _____	\$ _____
D. Travel	\$ _____	\$ _____
E. Telephone	\$ _____	\$ _____
F. Utilities	\$ _____	\$ _____
G. Other Costs	\$ _____	\$ _____
SUB-TOTAL:	\$ _____	\$ _____

III. Other

A. Architectural/Engineering Design	\$ _____	\$ _____
B. Acquisition of Real Property	\$ _____	\$ _____
C. Construction/Rehabilitation	\$ _____	\$ _____
D. Indirect Costs	\$ _____	\$ _____
SUB-TOTAL:	\$ _____	\$ _____

GRAND TOTAL: \$ _____ \$ _____

APPLICATION CERTIFICATION

Undersigned hereby certifies that (check the box after reading each statement, provide the authorized person's name, and sign the document):

- ☐ The information contained in the project application is complete and accurate.
- ☐ The applicant agrees to comply with all Federal and City policies and requirements imposed on the project funded in full or part.
- ☐ The applicant acknowledges that the Federal assistance made available through the City's one-time funding program will not be used to substantially reduce prior levels of local (NON- CDBG) financial support for community development activities.
- ☐ The applicant fully understands that any facility built or equipment purchased with these City funds shall be maintained and/or operated for the approved use throughout its economic life.
- ☐ If City funds are approved by Council, the applicant acknowledges that sufficient funds are available or will be available to complete the project as described within a reasonable timeframe.
- ☐ On behalf of the applying organization, I have obtained authorization to submit this application for City funding. (Documentation Attached = Minute Action and/or written Board Approval signed by the Board President).

Print Name/Title

Authorized Representative: _____

Signature: _____

DATE: _____

Applicant's Check-list:

Please check the box for each required document that is attached. Any missing documentation to the application will be cause for the application to be reviewed as INELIGIBLE.

- ☐ Slum Blight Documentation
- ☐ Articles of Incorporation and Bylaws
- ☐ Project Activity Map
- ☐ Project Description
- ☐ Project Benefit, Category 1, Benefit to low income persons, Documentation
- ☐ Project Benefit, Category 2, Area Benefit, Census Tracts/Block Groups
- ☐ Project Benefit, Category 3, Slum Blight Prevention, Slum/Blight Documentation
- ☐ Income and Expense Statement
- ☐ Management Capacity
- ☐ Board Written Authorization approving submission of application

**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
DECEMBER 9, 2020**

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The Regular meeting of December 9, 2020, of the Wildomar Cemetery District was conducted electronically pursuant to the provisions of Governor's Executive Orders N-25-20 and N-29-20 and was called to order by Chair Nigg at 7:22 p.m.

District Roll Call showed the following:

Members in attendance: Trustees Benoit, Morabito, Swanson, Vice Chair Moore, Chair Nigg.

Members absent: None.

Staff in attendance: General Manager Nordquist, Assistant General Manager York, District Counsel Jex, Acting Clerk of the Board Morales, Administrative Services Director Riley, Planning Director Bassi, Finance Manager Howell, Intern Il Luna, Economic Development Director Davidson and Cemetery District Manager Torres

PUBLIC COMMENTS

There were no public comments.

BOARD COMMUNICATIONS

There were no board communications.

APPROVAL OF THE AGENDA AS PRESENTED

There were no changes to the agenda.

4.0 CONSENT CALENDAR

Vice Chair Moore asked for an Approval of the Consent Calendar.

A MOTION was made by Trustee Benoit, seconded by Chair Nigg, to approve the Consent Calendar.

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Morabito, Swanson, Vice Chair Moore, Chair Nigg
NAY: None
ABSTAIN: None
ABSENT: None

4.1 Minutes – November 11, 2020 Regular Meeting

Approved the Minutes as presented.

4.2 Warrant Register

Approved the following:

1. Warrant Register dated 11-05-2020 in the amount of \$3,499.86;
2. Warrant Register dated 11-12-2020 in the amount of \$264.80;
3. Warrant Register dated 11-19-2020 in the amount of \$115.97.

4.3 Treasurer's Report

Approved the Treasurer's Report for October 2020.

5.0 PUBLIC HEARINGS

There were no items scheduled.

6.0 GENERAL BUSINESS

6.1 Cemetery Master Development and Business Plan Final Report

Vice Chair Moore read the title.

Assistant General Manager York presented the staff report.

A MOTION was made by Chair Nigg, seconded by Trustee Benoit, to approve the following:

- 1) Adopt a Resolution entitled:

RESOLUTION NO. WCD 2020 - 03

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILDOMAR CEMETERY DISTRICT ADOPTING A CATEGORICAL EXEMPTION IN ACCORDANCE WITH SECTION 15306 (CLASS 6 – INFORMATION COLLECTION) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES (CEQA) AND ADOPTING THE WILDOMAR CEMETERY

MASTER DEVELOPMENT AND BUSINESS PLAN

- 2) Adopt the Cemetery Master Development and Business Plan; and,
- 3) Authorize the General Manager to execute the contract amendment with LEES and Associates

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Morabito, Swanson, Vice Chair Moore, Chair Nigg
NAY: None
ABSTAIN: None
ABSENT: None

GENERAL MANAGER REPORT

General Manager Nordquist provided the report.

FUTURE AGENDA ITEMS

There were no future agenda items added.

ADJOURN THE WILDOMAR CEMETERY DISTRICT

There being no further business, Chair Nigg declared the meeting adjourned at 7:29 p.m.

Submitted by:

Approved by:

Janet Morales
Clerk of the Board

Dustin Nigg
Chair

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.2
CONSENT CALENDAR
Meeting Date: January 13, 2021

TO: Chairperson and Members of the Board of Trustees
FROM: Robert Howell, Acting Administrative Services Director
SUBJECT: Warrant Register

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 12-17-2020 in the amount of \$16,689.38;
2. Warrant Register dated 12-23-2020 in the amount of \$70.00;
3. Warrant Register dated 12-30-2020 in the amount of \$714.50.

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 2020/21 Budget.

Submitted by:
Robert Howell
Acting Administrative Services Director

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Voucher List 12/17/2020
Voucher List 12/23/2020

Voucher List 12/30/2020

Voucher List
City of Wildomar

Page: 1

12/17/2020 9:50:06AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213166	12/17/2020	000367 CINTAS CORPORATION	9087385191		CEMETERY FIRST AID & SAFETY	250.63
			9087385197		CEMETERY FIRST AID & SAFETY - COVID-19	211.81
Total :						462.44
213167	12/17/2020	000367 CINTAS CORPORATION	4068390619		STAFF UNIFORM MAINTENANCE	74.13
			4068860175		STAFF UNIFORM MAINTENANCE	74.13
Total :						148.26
213168	12/17/2020	001585 DAN'S ROOFING, INC.	10260	0000296	CEMETERY OFFICE & MAINTENANCE BLDG RE-RO	14,931.00
Total :						14,931.00
213169	12/17/2020	000012 ELSINORE VALLEY MUNICIPAL, WATER C	10766859		10/17/20-11/16/20 CEMETERY WATER SERVICE	1,004.16
Total :						1,004.16
213170	12/17/2020	000941 FRONTIER	111920		11/19/20-12/18/20 CEMETERY VOICE/INTERNE	131.29
Total :						131.29
213171	12/17/2020	000790 SPARKLETTS	120520		CEMETERY DRINKING WATER THROUGH 12/05/20	12.23
Total :						12.23
6 Vouchers for bank code : wf						Bank total : 16,689.38
6 Vouchers in this report						Total vouchers : 16,689.38

12/23/2020 9:22:41AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213197	12/23/2020	001338 DEANZA TERMITE & PEST CONTROL, INC	539769B		PEST CONTROL (08/27/20)	45.00
			548592B		PEST CONTROL (11/10/20)	25.00
					Total :	70.00
		1 Vouchers for bank code :	wf		Bank total :	70.00
		1 Vouchers in this report			Total vouchers :	70.00

Voucher List
City of Wildomar

Page: 1

12/30/2020 9:27:36AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213218	12/30/2020	000186 RIGHTWAY	273616		11/23/20-12/20/20 CEMETERY RESTROOM MAIN	357.25
			274705		12/21/20-01/17/21 CEMETERY RESTROOM MAIN	357.25
Total :						714.50
1 Vouchers for bank code : wf						Bank total : 714.50
1 Vouchers in this report						Total vouchers : 714.50

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: January 13, 2021

TO: Chairperson and Members of the Board of Trustees
FROM: James R. Riley, City Treasurer
SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Treasurer's Report for November 2020.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of November 2020.

FISCAL IMPACT:

None.

Submitted by:
James R. Riley
City Treasurer

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Treasurer's Report

**WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
November 2020**

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	\$ 266,998.28	\$ 266,998.28	\$ 266,998.28	100.00%	0	0.000%
TOTAL	\$ 266,998.28	\$ 266,998.28	\$ 266,998.28	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	\$ 263,811.24	\$ 3,187.04	\$ 0.00	\$ 266,998.28	0.000%
TOTAL	\$ 263,811.24	\$ 3,187.04	\$ 0.00	\$ 266,998.28	

TOTAL INVESTMENT	\$ 266,998.28
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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.

James R. Riley

James R. Riley
Administrative Services Director

1/6/2021

Date