

CITY OF WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT AGENDA

APRIL 13, 2022

3:00 P.M. – WORKSHOP
4:00 P.M. – SPECIAL CLOSED SESSION
5:00 P.M. – SPECIAL SESSION
6:00 P.M. – REGULAR SESSION

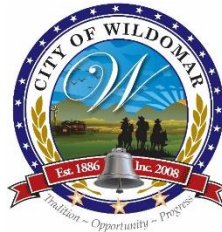
Wildomar City Council Chambers located at
23873 Clinton Keith Road Ste 106 Wildomar, CA 92595

Virtual attendance via videoconferencing:

Join Zoom Meeting: <https://us02web.zoom.us/j/84801699357>

OR

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



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

Daniel York
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

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

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

Instructions for Electronic Participation

Please Note: During the meeting all participants videos 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.

1. 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.
2. 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.
3. 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.

Instructions for In Person Participation

During Public Comment not on the agenda and after each Agenda Item, the Mayor will announce Public Comment. If you would like to speak on that item, please fill out a speaker slip and submit it in the inbox at the front of the room.

When the City Clerk announces your name, please come up to the podium. Public Comments are limited to 3 minutes or such other time as the Council may provide.

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.

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CALL TO ORDER – WORKSHOP- 3:00 P.M.

ROLL CALL

PUBLIC COMMENTS

0 WORKSHOP

**0.1 Local Roadway Safety Plan (LRSP) Community Workshop,
CIP 051-1**

RECOMMENDATION: Staff recommends that the City Council take the following action:

1. Provide commentary and receive and file the concepts presented for proposed traffic safety improvement projects throughout the City associated with the Local Roadway Safety Plan (LRSP), CIP 051-1 (“Project”).

ADJOURN WORKSHOP

CALL TO ORDER – SPECIAL CLOSED SESSION - 4:00 P.M.

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

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

Property: 362-150-026 – Cross Streets: Clinton Keith Road / Salida Del Sol

Agency negotiators: Dan York

Negotiating parties: Roger Schultz, President, Mt. San Jacinto College

Under negotiation: Instruction regarding price and terms of payment.

Property: 380-050-025 – Cross Streets: Palomar Street/ South Pasadena

Agency negotiators: Dan York

Negotiating parties: Jeanne Weiler, CAFH Order at Wildomar

Under negotiation: Instruction regarding price and terms of payment.

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

PRESENTATIONS

1. Recognition to former Councilmember Marsha Swanson for her years of service.

ADJOURN SPECIAL SESSION

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

ROLL CALL

FLAG SALUTE

PRESENTATIONS

1. Proclamation: Eagle Scouts Carson Gray and Ethan Strong
2. Proclamation: DMV Donate Life Month
3. Cops for Kids Update
4. Reality Rally Inter-City Challenge Video
5. Elsinore Valley Municipal Water District Drought/ Rebate Presentation

DEPARTMENT REPORTS

1. Police Department Update
2. Fire Department Update
3. Library Department Update
4. Other Department Reports

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 Transit Agency (RTA)
5. Riverside Conservation Authority (RCA)
6. Riverside County Transportation Commission (RCTC)
7. League of California Cities
8. Southern California Association of Governments (SCAG)
9. Riverside County Habitat Conservation Agency (RCHCA)
10. Western Riverside Council of Governments (WRCOG)
11. South Coast Air Quality Management District (SCAQMD)
12. Southwest Community Financing Authority (Animal Shelter)

13. Western Community Energy (WCE)
14. 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- February 9 2022 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 Registers dated 03-03-2022 in the amount of \$921,111.21.
2. Warrant Register dated 03-10-2022 in the amount of \$174,930.59.
3. Warrant Register dated 03-17-2022 in the amount of \$482,126.76.
4. Warrant Register dated 03-24-2022 in the amount of \$228,383.81.
5. Warrant Register dated 03-31-2022 in the amount of \$764,945.68.
6. Wire Transfer Register dated 03-31-2022 in the amount of \$42,937.96.
7. Payroll Register dated 04-01-2022 in the amount of \$178,321.56.

1.4 Treasurer's Report

RECOMMENDATION: Staff recommends that the City Council approve the Treasurer's Report for February 2022.

1.5 2nd Reading of Ordinance No. 214 – The Bakery Retail Cannabis - Development Agreement No. 20-0086

RECOMMENDATION: The Planning Commission recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 214

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. 20-0086, SUBJECT TO CONDITIONS, TO ESTABLISH A 6,345 SQUARE-FOOT RETAIL CANNABIS BUSINESS WITHIN AN EXISTING RETAIL LEASE SPACE IN THE C-1/C-P ZONE LOCATED AT 22812 PALOMAR STREET (SUITE #100 – 103)

1.6 2022 First Quarter Update - Public Works/Engineering Department

RECOMMENDATION: Staff recommends that the City Council receive and file the 2022 First Quarter Department Update for the Public Works/Engineering Department.

1.7 Notice of Completion for CIP 026-2A (Bundy Canyon Rd. House Demolition Project)

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

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE HOUSE DEMOLITION FOR THE BUNDY CANYON ROAD IMPROVEMENT PROJECT, SEGMENT 2 (CIP 026-2A) AS COMPLETE, AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

1.8 Inland Valley Medical Center Expansion - Precise Grading Agreement and Stormwater Management/BMP Facilities Agreement

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to execute the Precise Grading Agreement and Stormwater Management/BMP Facilities Agreement with Universal Health Services of Rancho Springs, LLC.

1.9 Award Services Agreement with Rogers Anderson Malody & Scott, LLP (RAMS) Auditing Services Contract

RECOMMENDATION: Staff recommends that the City Council approve a three year contract with external auditors Rogers Anderson Malody & Scott, LLP (RAMS) to provide for audit services and preparation of required reports for fiscal years 2021/22 through 2023/24 and authorize the City Manager to execute the contract.

1.10 Consideration of Adoption of a City Flag Display Policy

RECOMMENDATION: Staff recommends that the City Council consider and adopt the attached City Flag Display Policy

1.11 Adopting an Administrative Policy: “Family Care & Medical Leave, and Pregnancy Disability Leave Policy.”

RECOMMENDATION: Staff recommends that the City Council approve the adoption of the City of Wildomar’s “Family Care & Medical Leave, and Pregnancy Disability Leave Policy,” and remove all references to the Family Medical Leave Act (FMLA) from the City’s Personnel Rules.

1.12 Establishment of Community Facilities District No. 2022-1 (Services)

RECOMMENDATION: Staff recommends that Council adopt the following Resolution:

RESOLUTION NO. 2022 - ____

RESOLUTION OF CITY COUNCIL OF THE CITY OF WILDOMAR DECLARING ITS INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX ON PROPERTY WITHIN THE DISTRICT TO PAY THE COSTS OF PROVIDING CERTAIN PUBLIC SERVICES

1.13 Establishment of Community Facilities District No. 2022-2 (Horizon Place)

RECOMMENDATION: Staff recommends that Council adopt the following Resolutions:

RESOLUTION NO. 2022 - ____

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2022-2 (HORIZON PLACE) OF THE CITY OF WILDOMAR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COSTS OF ACQUIRING OR CONSTRUCTING CERTAIN FACILITIES AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS

And

RESOLUTION NO. 2022 - ____

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF WILDOMAR TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED \$10,000,000 WITHIN PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2022-2 (HORIZON PLACE) OF THE CITY OF WILDOMAR

2.0 PUBLIC HEARINGS

2.1 Zoning Ordinance Amendment No. 2022-01: A proposed code amendment to require a conditional use permit for gasoline and diesel service stations with the concurrent sale of beer and wine for off-premises consumption

RECOMMENDATION: The Planning Commission recommends the City Council introduce and approve the first reading of an Ordinance entitled:

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION IN ACCORDANCE WITH SECTION 15061(B)(3) OF CEQA AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 2022-01 TO MODIFY CHAPTERS 17.88; 17.92; 17.96; 17.108; AND 17.248 OF THE WILDOMAR MUNICIPAL CODE REQUIRING A CONDITIONAL USE PERMIT FOR GASOLINE AND DIESEL SERVICE STATIONS WITH THE CONCURRENT SALE OF BEER AND WINE FOR OFF-PREMISES CONSUMPTION

3.0 GENERAL BUSINESS

3.1 Ordinance Repealing and Replacing Chapter 15.40 of the Wildomar Municipal Code – Adopting International Property Maintenance Code by reference

RECOMMENDATION: Staff recommends that the City Council introduce and waive further reading of an Ordinance entitled:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING THE WILDOMAR MUNICIPAL CODE BY REPEALING CHAPTER 15.40 “UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS” AND ADDING CHAPTER 15.40 “INTERNATIONAL PROPERTY MAINTENANCE CODE”

3.2 FY 2021-22 3rd Quarter Budget Report

RECOMMENDATION: Staff recommends that the City Council review and approve the Fiscal Year 2021-22 3rd Quarter Report, and adopt a Resolution entitled:

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2021-22 BUDGETED REVENUES AND EXPENSES

3.3 Extension of the Temporary Use Permit (TUP) regulations for outdoor commercial activities

RECOMMENDATION: The Wildomar Disaster Council (WDC) recommends that the City Council adopt an Uncodified Urgency Ordinance entitled:

ORDINANCE NO. _____

AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REGARDING TEMPORARY USE PERMITS FOR OUTDOOR COMMERCIAL ACTIVITIES

3.4 Draft Legislative Platform

RECOMMENDATION: Staff recommends that the City Council provide input for the Draft Legislative Platform.

3.5 Committees, Commissions, and Boards Appointment

RECOMMENDATION: Staff recommends that the City Council:

1. Review the current list of committees, commissions, and boards and update appointments as necessary.
2. Add and appoint two members to serve on the Finance Subcommittee.

3.6 Surveillance Camera Exchange and Installation

RECOMMENDATION: Staff recommends that the City Council approve:

1. Return procured surveillance cameras and use credited amount towards camera units with one year storage capacity;
2. The utilization of Infinity Technologies for the installation of new cameras.

CITY MANAGER REPORT

COVID Update

National Volunteer Week

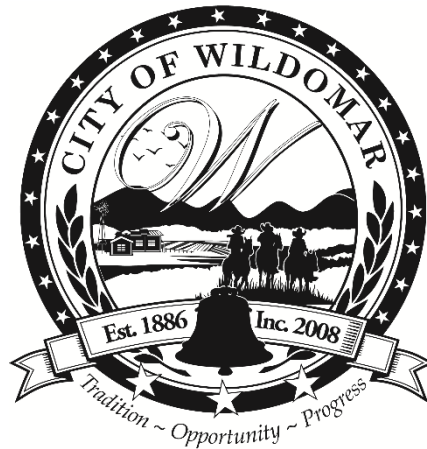
FUTURE AGENDA ITEMS

Title- Councilmember-Anticipated Date

1. Update from MSJC College regarding 2014 Bond Funding – Morabito - TBD
2. City Wide Street Sweeping – Moore – TBD
3. Street Signage – Benoit - 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.



Ben J. Benoit, Chair
Joseph Morabito, Vice Chair
Ashlee DePhillippo, Trustee
Bridgette Moore, Trustee
Dustin Nigg, Trustee

Daniel York
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 – March 9, 2022 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 03-03-2022 in the amount of \$7,045.86.
2. Warrant Register dated 03-10-2022 in the amount of \$1,096.81.
3. Warrant Register dated 03-24-2022 in the amount of \$25.00.
4. Warrant Register dated 03-31-2022 in the amount of \$1,630.80.

4.3 Treasurer's Report

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

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 MEETING

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

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

Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by phone at 951-677-7751, no later than 10:00 a.m. on the day preceding the scheduled meeting.

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



Janet Morales, CMC
City Clerk
Dated: April 8, 2022

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #0.1

WORKSHOP

Meeting Date: April 13, 2022

TO: Mayor and Council Members

FROM: Jason Farag, CIP Program Manager

PREPARED BY: Cameron Luna, Project Manager

SUBJECT: Local Roadway Safety Plan (LRSP) Community Workshop,
CIP 051-1

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council take the following action:

1. Provide commentary and receive and file the concepts presented for proposed traffic safety improvement projects throughout the City associated with the Local Roadway Safety Plan (LRSP), CIP 051-1 (“Project”).

BACKGROUND:

On February 12, 2020 the City Council authorized the City Manager to execute a Services Agreement between the City of Wildomar and KOA Corporation for the preparation of a Systemic Safety Analysis Report (SSAR) (CIP 51). This report obtained and analyzed collision data to identify safety issues and recommend countermeasures at certain intersections and roadway segments throughout the City. On October 8, 2019, after the City had already advertised its Request for Proposals (RFP) for the SSAR, Caltrans made its first call for projects for the LRSP development which was to replace the SSAR as the enhanced program. The LRSP report is now a requirement for an agency to be eligible to apply for funding under the Highway Safety Improvement Program (HSIP) administered by Caltrans. An amendment to KOA’s contract subsequently issued to authorize KOA to convert the City’s SSAR to an LRSP.

DISCUSSION:

The LRSP incorporates the framework and aspects of the California Statewide Strategic Highway Safety Plan that was used to develop the City’s SSAR. The Statewide plan focuses on the Four “E’s” of transportation safety - Engineering, Enforcement, Education, and Emergency Medical Services (EMS). The SSAR primarily focused on the Engineering measure. However, many transportation safety issues cannot be resolved with engineering alone. The solutions developed in the LRSP enhance the SSAR report recommendations by further evaluating the 3 non-engineering measures - Enforcement, Education, and EMS. Preparing an LRSP offers a proactive approach to addressing

safety needs by facilitating collaboration and the development of partnerships with local agencies and stakeholders, demonstrating agency responsiveness to safety challenges. The results of these collaborative efforts are then summarized into a prioritized list of recommended improvements and actions, and completion of the LRSP will also enable the City to apply for future Highway Safety Improvement Program (HSIP) grant funds.

City Staff and KOA will lead a workshop to seek public input on major transportation safety issues and proposed safety measures in Wildomar. The presentation will cover the following items:

- Project background and current progress
- Outreach approach
- Four E's and types of projects/programs
- Identified patterns and emphasis areas of transportation safety in the City
- Proposed engineering safety countermeasures, potential CIP Projects
- Proposed non-engineering programs, campaigns, and strategies
- Summary of findings of collision data analysis, field investigation, and proposed safety measures.
- Funding opportunities and final LRSP report timeline

During the Workshop, attendees both in-person and through Zoom will have opportunities to provide feedback on the Project's goals, staff's analysis, findings, and the proposed safety measures.

FISCAL IMPACTS:

An amendment for the additional scope of work service by KOA for converting the SSAR to an LRSP was approved by the City Manager. The additional Funding was approved as part of the Capital Improvement Program (CIP) by the City Council. Funding was included in the FY 21/22 budget for CIP 051-1, and consists of \$31,500 in State Grant Funds and \$7,000 in Measure A funds.

There is no impact to the City's General Fund.

Submitted by:
Jason Farag
CIP Program Manager

Approved by:
Dan York
City Manager

ATTACHMENTS:

None

**CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
FEBRUARY 9, 2022**

CALL TO ORDER – WORKSHOP- 3:00 P.M.

The Workshop of February 9, 2022, of the Wildomar City Council was conducted pursuant to Assembly Bill 361 with in-person attendance at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California, and via videoconferencing, and was called to order by Mayor Benoit at 3:01 p.m.

City Council Roll Call showed the following:

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

Members absent: None

Staff in attendance: Assistant City Manager York, City Attorney Jex, City Clerk Morales, Planning Director Bassi, Administrative Services Director Howell, Project Consultant Riley, Economic Development Director Davidson, Senior Engineer Farag, Development Manager Stadnik, Community Services Director Torres and Senior Project Manager Repke.

PUBLIC COMMENTS

There were no public comments.

0 WORKSHOP

0.1 General Plan Update Project Proposal and Budget Review: Staff presentation and City Council work study discussion on the Comprehensive General Plan Update Project Proposal and Budget

Mayor Benoit read the title.

Planning Director Bassi presented the staff report.

Kenny Mayes, resident, provided public comment.

It was the consensus of the City Council to receive the presentation on the

Comprehensive General Plan Update and directed staff to create a General Plan Advisory Group.

ADJOURN WORKSHOP

There being no further business, Mayor Benoit adjourned the Workshop at 3:46 p.m.

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

The Regular Session of February 9, 2022, of the Wildomar City Council was conducted pursuant to Assembly Bill 361 with in-person attendance at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California, and via videoconferencing, and was called to order by Mayor Benoit at 6:00 p.m.

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

Members absent: None

Staff in attendance: Assistant City Manager York, City Attorney Jex, City Clerk Morales, Planning Director Bassi, Administrative Services Director Howell, Project Consultant Riley, Economic Development Director Davidson, Senior Engineer Farag, Development Manager Stadnik, Community Services Director Torres, Senior Project Manager Repke and Code Enforcement Supervisor Raul Berroteran.

The flag salute was led by Mayor Pro Tem Morabito.

2.0 PUBLIC HEARINGS

2.1 Fourth Public Hearing to Receive Input from the Community and Introduce an Ordinance Regarding the Redrawing of Election Boundaries

Mayor Benoit read the title.

Mayor Benoit opened the public hearing.

City Clerk Morales and Todd Tatum from the National Demographics Corporation presented the staff report.

Gina Castanon, resident, with time donated by Ruben Castanon, resident, spoke for a total of 6 minutes in opposition of the item.

George Taylor, resident, spoke in opposition of the item.

There being no further testimony, Mayor Pro Tem Benoit closed the public hearing.

A MOTION was made by Councilmember Nigg seconded by Councilmember Swanson to adopt the first reading of the following Ordinance as presented with preferred Map NDC 101b:

ORDINANCE NO. - 213
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA ADJUSTING THE BOUNDARIES OF CITY
COUNCIL ELECTORAL DISTRICTS AND REDEFINING THE
BOUNDARIES OF ALL CITY COUNCIL ELECTORAL DISTRICTS OF
THE CITY OF WILDOMAR

MOTION carried 5-0, by the following vote:

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

PRESENTATIONS

1. Presented Michael's Pizza 30th Anniversary Video.

DEPARTMENT REPORTS

1. Code Enforcement Supervisor Berroteran presented the Code Enforcement Department Update.

PUBLIC COMMENTS

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

1. Kenneth Mayes, resident
2. Andy Morris, Elsinore Valley Municipal Water District
3. 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 Transit Agency (RTA)
5. Riverside Conservation Authority (RCA)
6. Riverside County Transportation Commission (RCTC)
7. League of California Cities
8. Southern California Association of Governments (SCAG)
9. Riverside County Habitat Conservation Agency (RCHCA)
10. Western Riverside Council of Governments (WRCOG)
11. South Coast Air Quality Management District (SCAQMD)
12. Southwest Community Financing Authority (Animal Shelter)
13. Western Community Energy (WCE)
14. Ad Hoc & Subcommittees

APPROVAL OF THE AGENDA AS PRESENTED

There were no changes to the agenda as presented.

1.0 CONSENT CALENDAR

Staff requested to table Agenda Item #1.13 to bring back at a future date.
Kenny Mayes, resident, provided public comment on Agenda Item #1.12.

A MOTION was made by Councilmember Nigg seconded by Councilmember Swanson to approve the Consent Calendar without Agenda Item #1.13.

MOTION carried 5-0, by the following vote:

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

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- December 15, 2021 Adjourned Regular Meeting

Approved the minutes as presented.

1.3 Minutes- December 15, 2021 Special Meeting

Approved the minutes as presented.

1.4 Warrant and Payroll Registers

Approved the following:

1. Warrant Register dated 01-06-2022 in the amount of \$82,900.55.
2. Warrant Register dated 01-11-2022 in the amount of \$33,589.25.
3. Warrant Register dated 01-13-2022 in the amount of \$344,528.51.
4. Warrant Register dated 01-20-2022 in the amount of \$494,701.64.
5. Warrant Register dated 01-27-2022 in the amount of \$483,514.62.
6. Wire Transfer Register dated 01-31-2022 in the amount of \$51,931.65.
7. Payroll Register dated 02-01-2022 in the amount of \$191,579.89.

1.5 Treasurer's Report

Approved the Treasurer's Report for December 2021.

1.6 Consideration of a Resolution authorizing the continuing need for a teleconferencing option for City Council, Commission and Committee meetings pursuant to Assembly Bill No. 361

Adopted a Resolution entitled:

RESOLUTION NO. 2022 - 03
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA AUTHORIZING THE CONTINUING NEED FOR
TELECONFERENCING OPTION FOR CITY COUNCIL, COMMISSION
AND COMMITTEE MEETINGS PURSUANT TO ASSEMBLY BILL 361
AND MAKING FINDINGS AND DETERMINATIONS REGARDING THE
SAME

1.7 2nd Reading of Ordinance No. 210 for Change of Zone No. 2021-01

Adopted an Ordinance entitled:

ORDINANCE NO. 210
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA APPROVING CHANGE OF ZONE NO. 2021-
01 (ZONING CONSISTENCY PROGRAM) TO CHANGE THE EXISTING
ZONING DESIGNATION FOR 254 PROPERTIES TO MATCH THEIR
EXISTING GENERAL PLAN LAND USE DESIGNATIONS IN

ACCORDANCE WITH GOVERNMENT CODE 65860

1.8 2nd Reading of Ordinance No. 211 for ZOA No. 2021-04

Adopted an Ordinance entitled:

ORDINANCE NO. 211

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION IN ACCORDANCE WITH SECTION 15061(B)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 2021-04 TO MODIFY SECTION 17.36 (MULTIPLE FAMILY DWELLING ZONE), 17.44 (GENERAL RESIDENTIAL ZONE) AND 17.68 (RESIDENTIAL INCENTIVE ZONE) OF THE WILDOMAR MUNICIPAL CODE RELATED TO MULTI-FAMILY DEVELOPMENT STANDARDS

1.9 2nd Reading of Ordinance No. 212 for ZOA No. 2021-05

Adopted an Ordinance entitled:

ORDINANCE NO. 212

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTION OF AN EXEMPTION IN ACCORDANCE WITH SECTIONS 15061(B)(3) AND 15308 OF THE CEQA GUIDELINES AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 2021-05 TO MODIFY CHAPTER 17.276 (WATER EFFICIENT LANDSCAPES) OF THE WILDOMAR MUNICIPAL CODE ESTABLISHING A NEW SUBSECTION TO ADDRESS SB 1383 STATE REQUIREMENTS

1.10 COVID-19 Prevention Program Update

Approved the updates to the COVID-19 Prevention Policy.

1.11 Quitclaim Deeds to Riverside County Flood Control and Water Conservation District for the Wildomar Master Drainage Plan Lateral C, Stage 3 Construction, CIP 063

Authorized the City Manager to execute two Quitclaim Deeds to the Riverside County Flood Control and Water Conservation District (District) for the construction of Wildomar MDP Lateral C, Stage 3.

1.12 Purchase of Wetland Mitigation Bank Credits for the Palomar Street/Clinton Keith Rd. Sidewalk, Trail & Connectivity Project, CIP 059

Authorized the City Manager to execute Mitigation Credit Purchase

Agreements between the City of Wildomar and RBV Mitigation Credits, LLC and Wildlands SLR Holdings, LLC for the Palomar Street/Clinton Keith Rd. Sidewalk, Trail and Bike Lane Connectivity Project, CIP 059 (Project).

1.13 Resolution Approving the Filing of all Applications for Grant Funds from the Recreational Trails Program (RTP)

Tabled to a future date.

3.0 GENERAL BUSINESS

3.1 COVID-19 Update

Mayor Benoit read the title.

Community Services Director Torres presented the staff report.

It was the consensus of the City Council to receive and file the report.

3.2 FY 2021-22 Mid-Year Budget Report

Mayor Benoit read the title.

Administrative Services Director Howell and Assistant City Manager York presented the staff report.

Kenny Mayes, resident, provided public comment.

Gina Castanon, resident, provided public comment in favor of the item.

A MOTION was made by Councilmember Moore seconded by Mayor Pro Tem Morabito to approve the Fiscal Year 2021-22 Mid-Year Report, and adopt a Resolution entitled:

RESOLUTION NO. 2022 - 04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2021-22
BUDGETED REVENUES AND EXPENSES

MOTION carried 5-0, by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

3.3 General Plan Update Project Proposal and Budget Review: Staff presentation and City Council work study discussion on the Comprehensive General Plan Update Project Proposal and Budget
Mayor Benoit read the title.

Planning Director Bassi presented the staff reports.

Gina Castanon, resident, with time donated by Ruben Castanon, resident, spoke for a total of 6 minutes in favor of the item.

John Lloyd, resident, spoke in favor of the item.

A MOTION was made by Councilmember Moore seconded by Councilmember Swanson to

1. Authorize the City Manager to execute a Professional Services Agreement between the City of Wildomar and PlaceWorks, Inc. in the amount of \$1,382,960; and

2. Appropriate \$557,000 for the remainder of Fiscal Year 2021/22 (for Tasks 1 – 3 in proposal) and appropriate \$876,000 (for tasks 4 – 8 in the proposal, including \$50,000 for City Attorney costs) for Fiscal Year 2022/23.

MOTION carried 5-0, by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

3.4 Award Services Agreement with HR Dynamics & Performance Management, Inc., Classification and Compensation Study
Mayor Benoit read the title.

Project Consultant Riley presented the staff report.

A MOTION was made by Councilmember Swanson seconded by Councilmember Moore to authorize the City Manager to enter into a Professional Services Agreement with HR Dynamics & Performance Management, Inc. to perform a Classification and Compensation Study for the City of Wildomar.

MOTION carried 5-0, by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

3.5 Updated 2022 Parks and Community Services Special Events Calendar

Mayor Benoit read the title.

Community Services Director Torres presented the staff report.

Kenny Mayes, resident, provided public comment.

A MOTION was made by Councilmember Moore seconded by Councilmember Swanson to approve the updated 2022 Special Events Calendar.

MOTION carried 5-0, by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

CITY MANAGER REPORT

City Manager York presented the Staff Report.

FUTURE AGENDA ITEMS

No future agenda items added.

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Benoit adjourned the City Council Meeting at 7:50 p.m.

Submitted by:

Approved by:

Janet Morales, CMC
City Clerk

Ben J. Benoit
Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item #1.3
CONSENT CALENDAR
Meeting Date: April 13, 2022

TO: Mayor and City Council Members

FROM: Robert Howell, Administrative Services Director

SUBJECT: Warrant and Payroll Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Registers dated 03-03-2022 in the amount of \$921,111.21.
2. Warrant Register dated 03-10-2022 in the amount of \$174,930.59.
3. Warrant Register dated 03-17-2022 in the amount of \$482,126.76.
4. Warrant Register dated 03-24-2022 in the amount of \$228,383.81.
5. Warrant Register dated 03-31-2022 in the amount of \$764,945.68.
6. Wire Transfer Register dated 03-31-2022 in the amount of \$42,937.96.
7. Payroll Register dated 04-01-2022 in the amount of \$178,321.56.

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 2021/22 Budgets.

Submitted by:
Robert Howell
Administrative Services Director

Approved by:
Dan York
City Manager

ATTACHMENTS:

Voucher Registers 03/03/2022 (2)
Voucher Register 03/10/2022
Voucher Register 03/17/2022
Voucher Register 03/24/2022

Voucher Register 03/31/2022
Wire Transfer Register 03/31/2022
Payroll Register 04/01/2022

Voucher List
City of Wildomar

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03/03/2022 9:51:45AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214755	3/3/2022	000031 AFLAC, REMITTANCE PROCESSING, CEN	187482		FEBRUARY 2022 MEDICAL INSURANCE BENEFIT	1,911.73
Total :						1,911.73
214756	3/3/2022	001002 ARCHITERRA DESIGN GROUP	29209		12/25/21-01/24/22 PLAN CHECK SVC - 1ST P	750.00
			29210		12/25/21-01/24/22 PLAN CHECK SVC - 1ST C	1,750.00
			29211		12/25/21-01/24/22 PLAN CHECK SVC - 1ST P	2,062.50
			29212		12/25/21-01/24/22 PLAN CHECK SVC - 2ND C	125.00
			29213		12/25/21-01/24/22 PLAN CHECK SVC - 4TH P	781.25
			29222		12/25/21-01/24/22 LANDSCAPE STANDARD & D	2,082.13
Total :						7,550.88
214757	3/3/2022	000008 AT&T MOBILITY	X02202022		02/13/22-03/12/22 COUNCIL MOBILE PHONE	57.00
Total :						57.00
214758	3/3/2022	001666 INFINITY TECHNOLOGIES	381	0000351	INFORMATION TECHNOLOGY SUPPORT SERVICES	8,000.00
Total :						8,000.00
214759	3/3/2022	001640 JAMES MCMINN INC	30122		BUNDY CANYON RD WIDENING CIP 026-1 PROGR	629,519.73
Total :						629,519.73
214760	3/3/2022	001652 MARK THOMAS & COMPANY INC.	42368	0000327	DESIGN PROFESSIONAL SERVICES AS PER SERV	26,460.00
Total :						26,460.00
214761	3/3/2022	001667 OLDCASTLE INFRASTRUCTURE INC	500036101	0000374	CATCH BASIN INSERT MAINTENANCE - ZONE 52	1,950.00
			500036102	0000374	CATCH BASIN INSERT MAINTENANCE - ZONE 52	900.00
			500036103	0000374	CATCH BASIN INSERT MAINTENANCE - ZONE 52	375.00
Total :						3,225.00
214762	3/3/2022	001683 PARKER, JOHN	200020090		REIMBURSE CACEO TRAINING	38.00
Total :						38.00

Voucher List
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214763	3/3/2022	000778 PARSONS TRANSPORTATION GRP INC	2112A525		08/27/21-11/26/21 PROF. SVCS AGREEMENT -	375.85
Total :						375.85
214764	3/3/2022	001749 RBV MITIGATION CREDITS, LLC	22522		PURCHASE OF MITIGATION CREDITS CIP 059	45,000.00
Total :						45,000.00
214765	3/3/2022	000186 RIGHTWAY	296527		01/06/22-02/02/22 - PORTA/WASHSTN - WIND	402.00
			296582		FS61 SEPTIC	300.00
			297568		02/03/22-03/02/22 - PORTA/WASHSTN - WIND	402.00
			297772		02/11/22-03/02/22 - 2ND SERVICE - WINDSO	225.00
			298862		ADMIN FEE	6.03
			298863		ADMIN FEE	5.00
Total :						1,340.03
214766	3/3/2022	001101 SIGNS BY TOMORROW	28092		WILDOMAR PUBLIC HEARING SIGN 21-0074	547.50
			28093		WILDOMAR PUBLIC HEARING SIGN 20-0086	547.50
Total :						1,095.00
214767	3/3/2022	001306 SOCIAL WORK ACTION GROUP	73121B	0000386	SWAG PERMANENT SUPPORTIVE HOUSING (PSH)	95.29
			73122	0000386	SWAG PERMANENT SUPPORTIVE HOUSING (PSH)	12,334.68
			73123	0000386	SWAG PERMANENT SUPPORTIVE HOUSING (PSH)	12,508.87
			731237	0000386	SWAG PERMANENT SUPPORTIVE HOUSING (PSH)	13,821.90
			73124	0000386	SWAG PERMANENT SUPPORTIVE HOUSING (PSH)	13,201.93
			73125	0000386	SWAG PERMANENT SUPPORTIVE HOUSING (PSH)	12,941.31
			73126	0000386	SWAG PERMANENT SUPPORTIVE HOUSING (PSH)	12,821.89
			CR73122		AUGUST 2021 PSH - SWAG BLDG DEPOSIT	-3,200.00
			CR73123		SEPT 2021 PSH - SWAG BLDG DEPOSIT	-3,200.00
			CR731237		JAN 2022 PSH - SWAG BLDG DEPOSIT	-3,200.00
			CR73124		OCT 2021 PSH - SWAG BLDG DEPOSIT	-3,200.00
			CR73125		NOV 2021 PSH - SWAG BLDG DEPOSIT	-3,200.00

Voucher List
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214767	3/3/2022	001306 SOCIAL WORK ACTION GROUP	(Continued) CR73126	S	DEC 2021 PSH - SWAG BLDG DEPOSIT	-3,200.00
Total :						58,525.87
214768	3/3/2022	001571 THE OFFICE FURNITURE EXPERT	INV-11107		OFFICE FURNITURE SERVICE	996.74
Total :						996.74
214769	3/3/2022	000918 TKE ENGINEERING INC	1021-1154		12/19/21-12/31/2021 CONTRACTUAL SERVICE	52.50
			2021-1143		11/01/21-12/31/2021 CONTRACTUAL SERVICE	37,170.00
			2021-1144		11/01/21-12/31/2021 CONTRACTUAL SERVICE	52.50
			2021-1145		10/01/21-12/31/2021 CONTRACTUAL SERVICE	210.00
			2021-1147		10/01/21-12/31/2021 CONTRACTUAL SERVICE	52.50
			2021-1148		10/01/21-12/31/2021 CONTRACTUAL SERVICE	52.50
			2021-1149		10/01/21-12/31/2021 CONTRACTUAL SERVICE	52.50
			2021-1150		10/01/21-12/31/2021 CONTRACTUAL SERVICE	105.00
			2021-1151		12/12/21-12/31/2021 CONTRACTUAL SERVICE	105.00
			2021-1152		12/19/21-12/31/2021 CONTRACTUAL SERVICE	105.00
			2021-1153		12/19/21-12/31/2021 CONTRACTUAL SERVICE	105.00
			2021-1155		11/01/21-12/31/2021 CONTRACTUAL SERVICE	6,135.00
			2021-1159		11/01/21-12/31/2021 CONTRACTUAL SERVICE	1,246.00
			2021-1160		11/01/21-12/31/2021 CONTRACTUAL SERVICE	1,347.50
			2021-1162		11/01/21-12/31/2021 CONTRACTUAL SERVICE	1,345.00
			2021-1163		11/01/21-12/31/2021 CONTRACTUAL SERVICE	426.50
			2021-1164		11/01/21-12/31/2021 CONTRACTUAL SERVICE	5,349.00

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City of Wildomar

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214769	3/3/2022	000918 TKE ENGINEERING INC	(Continued)			
			2021-1165		11/01/21-12/31/2021 CONTRACTUAL SERVICE	898.50
			2021-1166		11/01/21-12/31/2021 CONTRACTUAL SERVICE	439.88
			2021-1167		11/01/21-12/31/2021 CONTRACTUAL SERVICE	757.00
			2021-1168		11/01/21-12/31/2021 CONTRACTUAL SERVICE	130.00
			2021-1169		11/01/21-12/31/2021 CONTRACTUAL SERVICE	2,788.00
			2021-1170		11/01/21-12/31/2021 CONTRACTUAL SERVICE	1,300.00
			2021-1171		11/01/21-12/31/2021 CONTRACTUAL SERVICE	915.50
Total :						61,140.38
214770	3/3/2022	001750 WILDLANDS SLR HOLDINGS I, LLC	22522		PURCHASE OF MITIGATION CREDITS CIP 059	69,000.00
Total :						69,000.00
16 Vouchers for bank code : wf						Bank total : 914,236.21
16 Vouchers in this report						Total vouchers : 914,236.21

Voucher List
City of Wildomar

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Bank code : wf						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214772	3/10/2022	001627 AMERICAN EAGLE TROPHIES	6942		PUBLIC WORKS DEPT SUPPLIES	52.20
					Total :	52.20
214773	3/10/2022	000033 AMERICAN FORENSIC NURSES	75611		BLOOD DRAW (3)	183.66
			75612		BLOOD DRAW (1)	61.22
			75674		BLOOD DRAW (2)	122.44
					Total :	367.32
214774	3/10/2022	001379 AMERICAN MEDICAL RESPONSE	30822		3/14/22 CPR/FIRST AID TRAINING (7)	560.00
					Total :	560.00
214775	3/10/2022	001468 BANKS, ARRIN	30322		PLANNING COMMISSION MEETING 03/02/22	75.00
					Total :	75.00
214776	3/10/2022	001740 BECKCO, INC.	30922		PROGRESS PAY #2 CIP-026-2A	62,035.00
					Total :	62,035.00
214777	3/10/2022	001419 BERNARD, BRIANNA	30222		PLANNING COMMISSION MEETING 03/02/22	75.00
					Total :	75.00
214778	3/10/2022	000034 BIO-TOX LABORATORIES	42425		RC SHERIFF - LAB SERVICES	141.00
			42426		RC SHERIFF - LAB SERVICES	506.00
			42470		RC SHERIFF - LAB SERVICES	92.00
					Total :	739.00
214779	3/10/2022	001748 CALIFORNIA CONSULTING, INC.	5020	0000385	GRANT WRITING SERVICES - MONTHLY RETAINE	4,850.00
					Total :	4,850.00
214780	3/10/2022	001638 CSG ADVISORS INCORPORATED	18011		CONSULTING SERVICE	2,162.50
					Total :	2,162.50
214781	3/10/2022	000058 DEPARTMENT OF JUSTICE	564650		JANUARY 2022 POLICE BLOOD ALCOHOL	210.00
					Total :	210.00
214782	3/10/2022	000060 FEDEX	7-658-75792		FEDEX DELIVERY SERVICE 02/03/22	11.35
					Total :	11.35
214783	3/10/2022	001343 FILAR, ERIC	30222		PLANNING COMMISSION MEETING 03/02/22	75.00

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214783	3/10/2022	001343 001343 FILAR, ERIC			(Continued)	Total : 75.00
214784	3/10/2022	001222 FOBRO CONSULTING LLC	132	0000348	CONTRACTUAL SVCS 07/01/21-06/30/22 AS PE	3,553.90
					Total :	3,553.90
214785	3/10/2022	000941 FRONTIER	22222		02/22/22-03/21/22 FIOS INTERNET CHARGES	175.98
					Total :	175.98
214786	3/10/2022	001481 GLADWELL GOVERNMENTAL SERVICES, 4672			BASIC ELECTION ADVICE SUBSCRIPTION NOV 2	250.00
					Total :	250.00
214787	3/10/2022	000685 GREAT AMERICA FINANCIAL SERVIC	31139774		CANON COLOR COPIER SYSTEM #017-1249376	214.24
					Total :	214.24
214788	3/10/2022	001666 INFINITY TECHNOLOGIES	428	0000376	MONTHLY GIS CONTRACTUAL SERVICES - FLAT	2,000.00
					Total :	2,000.00
214789	3/10/2022	000879 LLOYD, JOHN	30233		PLANNING COMMISSION MEETING 03/02/22	75.00
					Total :	75.00
214790	3/10/2022	001398 LUNA, CAMERON	30122		02/12/22-02/25/22 MILEAGE REIMBURSEMENT	40.32
					Total :	40.32
214791	3/10/2022	001543 NPPW SERVICES	10576	0000345	COVID-19 REQUIRED - PARKS PRESSURE WASHI	1,218.07
					Total :	1,218.07
214792	3/10/2022	000185 PITNEY BOWES	1020163834		POSTAGE METER RENTAL 03/16/22-06/15/22	97.88
					Total :	97.88
214793	3/10/2022	001107 PLACEWORKS	77487		JANUARY 2022 CONTRACTUAL SVC - CIP 028-1	390.50
			77619		JANUARY 2022 CONTRACTUAL SVC - ZONE CONS	1,432.50
			77667		JANUARY 2022 CONTRACTUAL SVC - CIP 025-1	11,291.25

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214793	3/10/2022	001107 PLACEWORKS	(Continued) 77668		JANUARY 2022 CONTRACTUAL SVC - PROJECT R	95.00
			77669		JANUARY 2022 CONTRACTUAL SVC - PROJECT R	4,378.00
			77670		JANUARY 2022 CONTRACTUAL SVC - PROJECT R	220.50
			77671		JANUARY 2022 CONTRACTUAL SVC - PROJECT R	126.00
			77672		JANUARY 2022 CONTRACTUAL SVC - PROJECT R	506.00
			77673		JANUARY 2022 CONTRACTUAL SVC - PROJECT R	126.00
			77674		JANUARY 2022 CONTRACTUAL SVC - HOUSING E	3,000.00
Total :						21,565.75
214794	3/10/2022	000042 PV MAINTENANCE, INC.	005-251		FEBRUARY 2022 CITYWIDE MAINTENANCE CONTR	73,485.17
Total :						73,485.17
214795	3/10/2022	000606 RING CENTRAL	CD_000363005		MOBILE USER	28.56
Total :						28.56
214796	3/10/2022	000995 STRONG, KIM	30222		PLANNING COMMISSION MEETING 03/02/22	75.00
Total :						75.00
214797	3/10/2022	000437 VERIZON WIRELESS	9900134631		02/23/22-03/22/22 DATA INTERNET CHARGE	862.33
			9900134632		02/23/22-03/22/22 DATA INTERNET CHARGE	76.02
Total :						938.35
26 Vouchers for bank code : wf						Bank total : 174,930.59
26 Vouchers in this report						Total vouchers : 174,930.59

Voucher List
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03/17/2022 11:12:09AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214805	3/17/2022	000210 ALBERT A. WEBB ASSOCIATES	220132		COMMONS @ HIDDEN SPRINGS MND	2,900.00
Total :						2,900.00
214806	3/17/2022	001374 ASAP SERVICES	3051		KNOCK DOWN PITCHERS MOUND	250.00
			3052		SCRAPE & GRADE DOG PARK / SWEEP BB COURT	250.00
			3053		GRADE AROUND FIELD AND PARKING AREA	375.00
Total :						875.00
214807	3/17/2022	001744 AUTHENTIC PROMOTIONS.COM	801787	0000378	PROMOTIONAL ITEMS FOR CITY SPECIAL EVENT	1,071.00
			801788	0000378	PROMOTIONAL ITEMS FOR CITY SPECIAL EVENT	1,137.00
			801789	0000378	PROMOTIONAL ITEMS FOR CITY SPECIAL EVENT	785.00
			801790	0000378	PROMOTIONAL ITEMS FOR CITY SPECIAL EVENT	1,145.00
			801791	0000378	PROMOTIONAL ITEMS FOR CITY SPECIAL EVENT	295.00
			801792	0000378	PROMOTIONAL ITEMS FOR CITY SPECIAL EVENT	1,095.00
Total :						5,528.00
214808	3/17/2022	000785 CORELOGIC SOLUTIONS, LLC	82122673		FEB 2022 CODE ENFORCEMENT SOFTWARE	255.50
Total :						255.50
214809	3/17/2022	001694 COSTAR REALTY INFORMATION INC	115677497-1		MARCH 2022 CONTRACTUAL SVC	796.00
Total :						796.00
214810	3/17/2022	000988 COUNTY OF RIVERSIDE, INFORMATION	IT0000004910		07/01/20-06/02/21 MEETING SUPPORT RIVCO-	2,964.89
			IT0000004969		06/03/21-06/16/21 MEETING SUPPORT RIVCO-	164.33
Total :						3,129.22
214811	3/17/2022	000035 COUNTY OF RIVERSIDE, TLMA	TL0000016182		DECEMBER 2021 SLF COSTS FY21-22	662.85
			TL0000016223		JANUARY 2022 SLF COSTS FY21-22	192.42

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City of Wildomar

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03/17/2022 11:12:09AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214811	3/17/2022	000035	000035 COUNTY OF RIVERSIDE, TLMA	(Continued)		
					Total :	855.27
214812	3/17/2022	000011	CR&R INC.			
			2867		02/01/22-02/28/22 STREET SWEEPER & BIKE	603.08
			344989		02/08/22 DUMP 40YD BOX & DISPOSAL FEE (2	903.22
			345013		03/01/22 3YD BOX, 90G RECYCLE - BASEBALL	224.71
			345069		03/01/22 3YD BOX, 90G RECYCLE, 60GL GREE	260.03
					Total :	1,991.04
214813	3/17/2022	000022	EDISON			
			21122-3123		01/13/22-02/10/22 ELECTRIC - CITY HALL #	163.76
			21122-3487		01/13/22-02/10/22 ELECTRIC - CITY HALL #	111.28
			21122-7255		01/13/22-02/10/22 ELECTRIC - CITY HALL #	97.41
			21122-8408		01/13/22-02/10/22 ELECTRIC - CFD 2013-00	17.62
			21622-3767		01/19/22-02/15/22 ELECTRIC - WILDOMAR 31	11.75
			21622-5249		01/19/22-02/15/22 ELECTRIC - 32975 WILLO	29.38
			21622-7633		01/19/22-02/15/22 ELECTRIC - 32975 WILLO	71.02
			22822-7258		01/27/22-02/27/22 ELECTRIC - 21400 PALOM	163.24
			22822-9129		01/22/22-02/27/22 ELECTRIC -	439.11
			30222-0828		02/01/22-02/28/22 ELECTRIC - WILDOMAR CI	207.26
			30222-0962		02/01/22-02/28/22 ELECTRIC - CFD 2013-00	294.54
			30222-1202		02/01/22-02/28/22 ELECTRIC - CFD 2013-00	45.09
			30222-1757		02/01/22-02/28/22 ELECTRIC - CFD 2013-00	259.75
			30222-4293		02/01/22-02/28/22 ELECTRIC	5,385.47
			30222-4487		02/01/22-02/28/22 ELECTRIC - CSA 103	47.56
			30222-4610		02/01/22-02/28/22 ELECTRIC - CFD 2013-00	159.44
			30222-4845		02/01/22-02/28/22 ELECTRIC - CFD 2013-00	79.72
			30222-7504		02/01/22-02/28/22 ELECTRIC - CFD 2013-00	52.12
			30222-7694		02/01/22-02/28/22 ELECTRIC - CFD 2013-00	271.04
			30222-8975		02/01/22-02/28/22 ELECTRIC - CFD 2013-00	159.44
			30222-9127		02/01/22-02/28/22 ELECTRIC - CFD 2013-00	30,662.00
					Total :	38,728.00
214814	3/17/2022	000012	ELSINORE VALLEY MUNICIPAL, WATER D			
			11482134		12/07/21-01/07/22 WATER ZONE 52 LOC 01	37.09
			11482471		12/07/21-01/07/22 WATER ZONE 71 LOC 01	106.29
			11482670		12/07/21-01/07/22 WATER 32637 GRUWELL -	85.17

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214814	3/17/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER D	(Continued)			
			11482751		12/07/21-01/07/22 WATER MARNA OBRIEN	636.17
			11497493		12/14/21-01/14/22 WATER ZONE 42 LOC 01 M	162.30
			11497743		12/14/21-01/14/22 WATER ZONE 42 LOC 03 M	162.30
			11497744		12/14/21-01/14/22 WATER ZONE 42 LOC 02 M	162.30
			11535594		01/07/22-02/07/22 WATER ZONE 52 LOC 01	56.36
			11535930		01/07/22-02/07/22 WATER ZONE 71 LOC 01	144.18
			11536128		01/07/22-02/07/22 WATER 32637 GRUWELL -	83.11
			11536209		01/07/22-02/07/22 WATER MARNA OBRIEN	532.86
			11540866		01/11/22-02/11/22 WATER ZONE 3 LOC 7 M1	59.95
			11540879		01/11/22-02/11/22 WATER HERITAGE PK (AUT	174.49
			11544041		01/12/22-02/12/22 WATER ZONE 3 LOC 25 M1	379.77
			11544042		01/12/22-02/12/22 WATER ZONE 3 LOC 25 M2	533.60
			11545816		01/12/22-02/12/22 WATER ZONE 3 LOC 24 M1	189.17
			11546986		01/12/22-02/12/22 WATER CFD2013-1 ZONE 2	166.38
			11547145		01/12/22-02/12/22 WATER MALAGA GATEWAY P	57.44
			11547800		01/14/22-02/14/22 WATER ZONE 42 LOC 01 M	585.74
			11548052		01/14/22-02/14/22 WATER ZONE 42 LOC 03 M	193.02
			11548053		01/14/22-02/14/22 WATER ZONE 42 LOC 02 M	237.06
			11550734		01/17/22-02/17/22 WATER ZONE 3 LOC 23 M1	215.84
			11550942		01/17/22-02/17/22 WATER ZONE 30 LOC 2	75.24
			11550982		01/17/22-02/17/22 WATER ZONE 3 LOC 49 M1	71.75
			11551236		01/17/22-02/17/22 WATER ZONE 51 LOC 1	108.44
			11551400		01/17/22-02/17/22 WATER BASEBALL FIELD	462.00
			11551441		01/17/22-02/17/22 WATER WINDSONG PARK	122.51
			11551949		01/17/22-02/17/22 WATER ZONE 3 LOC 29 M1	690.52

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Bank code : wf						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214814	3/17/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER D	(Continued)			
			11552027		01/17/22-02/17/22 WATER ZONE 3 LOC 29 M2	248.12
			11552030		01/17/22-02/17/22 WATER ZONE 30 LOC 1	148.53
			11552129		01/17/22-02/17/22 WATER ZONE 3 LOC 42 &	221.48
			11552522		01/17/22-02/17/22 WATER 22450 1/2 CERVER	165.23
			11552764		01/17/22-02/17/22 WATER 22450 CERVERA	171.42
			11553859		01/17/22-02/17/22 WATER ZONE 62 - 22933	127.59
			11553946		01/17/22-02/17/22 WATER ZONE 67 - ARNNET	79.00
			11554508		01/19/22-02/19/22 WATER ZONE 3 LOC 35 M1	130.07
					Total :	7,782.49
214815	3/17/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER D	11482190		12/07/21-01/07/22 WATER ZONE 29 LOC 02	33.79
			11535649		01/07/22-02/07/22 WATER ZONE 29 LOC 02	35.42
					Total :	69.21
214816	3/17/2022	001222 FOBRO CONSULTING LLC	132-REVISED	0000348	CONTRACTUAL SVCS 07/01/21-06/30/22 AS PE	387.57
					Total :	387.57
214817	3/17/2022	000571 FRED PRYOR SEMINARS, PRYOR LEARN	5786997		PRYOR+12 MONTH MEMBERSHIP - A CORONA	199.00
			5786999		PRYOR+12 MONTH MEMBERSHIP - A DIAZ	199.00
					Total :	398.00
214818	3/17/2022	001738 HARRIS, RICK	31622		1ST & 2ND PARTIAL RIGHT OF ENTRY 22860 V	1,450.00
			31622CR		24% WITHHELD FOR IRS	-480.00
					Total :	970.00
214819	3/17/2022	000016 INNOVATIVE DOCUMENT SOLUTIONS	238710		02/01/22-02/28/22 CONTRACT COPIER SVC MA	639.23
					Total :	639.23
214820	3/17/2022	000304 JOE A. GONSALVES & SON	159746	0000384	CONTRACTUAL LEGISLATIVE ADVOCACY SERVICE	3,000.00
					Total :	3,000.00

Voucher List
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214821	3/17/2022	001742 MARSHACK HAYS LLP	13798		WESTERN COMMUNITY ENERGY THROUGH 02/28/2	250.41
Total :						250.41
214822	3/17/2022	000186 RIGHTWAY	299136		03/03/22-03/30/22 PORTA/WASHSTN - WINDSO	717.00
Total :						717.00
214823	3/17/2022	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART SH0000040552			CONTRACT LAW ENFORCEMENT THROUGH 01/12/2	412,368.02
Total :						412,368.02
214824	3/17/2022	000790 SPARKLETTS	30522		CITY HALL DRINKING WATER THROUGH 03/05/2	105.54
Total :						105.54
214825	3/17/2022	001495 TIME WARNER CABLE	2318030822		CABLE THROUGH 04/07/22 - FS61	5.32
Total :						5.32
214826	3/17/2022	000006 WELLS FARGO PAYMENT REMITTANCE, (20122			VIDEO HOSTING SOFTWARE	250.00
Total :						250.00
214827	3/17/2022	000006 WELLS FARGO PAYMENT REMITTANCE, (13122 21622			NEWSPAPER SUBSCRIPTION	35.94
					MARKETING PLATFORM SUBSCRIPTION	90.00
Total :						125.94
23 Vouchers for bank code : wf						Bank total : 482,126.76
23 Vouchers in this report						Total vouchers : 482,126.76

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Voucher List
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214833	3/24/2022	000031 AFLAC, REMITTANCE PROCESSING, CEN	566521		MARCH 2022 MEDICAL INSURANCE BENEFIT	1,911.73
Total :						1,911.73
214834	3/24/2022	000008 AT&T MOBILITY	X03202022		03/13/22-04/12/22 COUNCIL MOBILE PHONE	57.00
Total :						57.00
214835	3/24/2022	001731 AVENU INSIGHTS & ANALYTICS	INV06-013807		SALES & USE TAX REPORT SYST SUTA SVC FOR	12,341.46
			INV06-013808		SALES & USE TAX RPT SYST SUTA DIST SVC F	48,561.26
Total :						60,902.72
214836	3/24/2022	000002 CRYSTAL CLEAN MAINTENANCE	303M		MARCH 2022 JANITORIAL SERVICE - CITY HAL	3,214.75
Total :						3,214.75
214837	3/24/2022	001338 DEANZA TERMITE & PEST CONTROL, INC	597143A		PEST CONTROL (03/09/22)	25.00
Total :						25.00
214838	3/24/2022	000027 DIRECT TV	082317220X220313		03/12/22-04/11/22 CABLE SERVICE - CITY H	153.99
Total :						153.99
214839	3/24/2022	001222 FOBRO CONSULTING LLC	133	0000348	CONTRACTUAL SVCS 07/01/21-06/30/22 AS PE	3,437.50
Total :						3,437.50
214840	3/24/2022	000685 GREAT AMERICA FINANCIAL SERVIC	31184221		CANON COLOR COPIER SYSTEM #003-1228588	214.24
			31219870		CANON COLOR COPIER SYSTEM #015-1472515	359.97
			31224043		CANON COLOR COPIER SYSTEM #016-1585799	214.24
Total :						788.45
214841	3/24/2022	000499 INLAND EMPIRE LANDSCAPE INC	37985		JAN 2022 LANDSCAPE REPAIR/REPLACE CSA 10	553.54
			37986		JAN 2022 LANDSCAPE REPAIR/REPLACE ZONE 3	340.24
			38047		FEBRUARY 2022 LANDSCAPE MAINTENANCE	5,218.70

Voucher List
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214841	3/24/2022	000499 INLAND EMPIRE LANDSCAPE INC	(Continued) 38049		FEB 2022 LANDSCAPE MAINTENANCE CSA 103 T	512.61
			38050		FEBRUARY 2022 LANDSCAPE MAINTENANCE	3,845.38
Total :						10,470.47
214842	3/24/2022	000072 INTERWEST CONSULTING GROUP	75530		DEC 2021 CONTRACTUAL SVC - CIP -	46,418.09
			75532		DEC 2021 CONTRACTUAL SVC -	69,196.75
Total :						115,614.84
214843	3/24/2022	000606 RING CENTRAL	CD_000376164		MOBILE USER (1)	24.97
Total :						24.97
214844	3/24/2022	001241 SIEMENS MOBILITY, INC.	5610279746		JAN 2022 TRAFFIC SIGNAL MAINTENANCE	1,494.50
			5620039044		JAN 2022 TRAFFIC SIGNAL RESPONSE CALL OU	1,778.65
Total :						3,273.15
214845	3/24/2022	001393 SOCALGAS	31622		02/10/22-03/14/22 GAS - FIRE DEPT 32637	109.31
Total :						109.31
214846	3/24/2022	001021 SPICER CONSULTING GROUP	977		FY 21/22 ANNUAL ADMIN LLMD89-1-C/CSA 22/	2,791.67
Total :						2,791.67
214847	3/24/2022	001624 STENO SOLUTIONS	43538		02/01/22-02/28/22 TRANSCRIPTION	163.26
Total :						163.26
214848	3/24/2022	000131 WESTERN RIVERSIDE COUNTY, RCA	32422A		JANUARY 2022 MSHCP MITIGATION FEES	3,635.00
			32422B		FEBRUARY 2022 MSHCP MITIGATION FEES	21,810.00
Total :						25,445.00
16 Vouchers for bank code : wf						Bank total : 228,383.81
16 Vouchers in this report						Total vouchers : 228,383.81

Voucher List
City of Wildomar

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Bank code : wf						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214850	3/31/2022	001744 AUTHENTIC PROMOTIONS.COM	801857		PROMOTIONAL ITEMS	375.00
Total :						375.00
214851	3/31/2022	001102 BEE GUY TRAVIS	1416		BEE REMOVAL FROM TREE - 21347 GRAND AVEN	395.00
Total :						395.00
214852	3/31/2022	000037 DATA TICKET, INC.	134192		JAN 2022 ONLINE/SSN CITATION PROCESSING	200.00
			134776		JAN 2022 DAILY CITE PROCESSING	196.69
			135708		FEB 2022 DAILY CITE PROCESSING	350.55
			135984		FEB 2022 ONLINE/SSN CITATION PROCESSING	200.00
Total :						947.24
214853	3/31/2022	000941 FRONTIER	32222		03/22/22-04/21/22 FIOS INTERNET CHARGES	175.98
Total :						175.98
214854	3/31/2022	001743 GOPHER SQUAD	2202-10	0000377	GOPHER CONTROL AT BASEBALL FIELDS 01/01/	650.00
Total :						650.00
214855	3/31/2022	000072 INTERWEST CONSULTING GROUP	76280		JAN 2022 CONTRACTUAL SVC - CIP -	40,324.19
			77186		JAN 2022 CONTRACTUAL SVC (REPLACE 76358)	78,427.13
Total :						118,751.32
214856	3/31/2022	001589 J.J.'S PLUMBING	1229		MARNA OBRIEN MISC REPAIRS	617.00
Total :						617.00
214857	3/31/2022	001640 JAMES MCMINN INC	33022		BUNDY CYN RD WIDE CIP 026-1 PROG. PAY #1	625,599.45
Total :						625,599.45
214858	3/31/2022	001530 LOGO JOE'S	33452		CITY COUINCIL - M SWANSON	65.23
Total :						65.23
214859	3/31/2022	001398 LUNA, CAMERON	32922		03/12/22-03/25/22 MILEAGE REIMBURSEMENT	23.40

Voucher List
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214859	3/31/2022	001398 001398 LUNA, CAMERON			(Continued)	
					Total :	23.40
214860	3/31/2022	001754 MORRIS MECHANICAL COMPRESSED, AI 1533			AIR COMPRESSOR MAINTENANCE/REPAIR	225.00
					Total :	225.00
214861	3/31/2022	001262 PEST OPTIONS INC	394646		FEB 2022 GOPHER CONTROL - WINDSONG & MAR	500.00
			396545		MAR 2022 GOPHER CONTROL - WINDSONG & MAR	500.00
					Total :	1,000.00
214862	3/31/2022	001732 ROSALES, ANNELLE	32822		03/12/22-03/25/22 MILEAGE REIMBURSEMENT	4.10
					Total :	4.10
214863	3/31/2022	001021 SPICER CONSULTING GROUP	990		CFD 2022-2 ANNEX (SERVICES TR36672)	5,000.00
			991		CFD 2022-2 ANNEX (HORIZONS TR36672)	10,000.00
					Total :	15,000.00
214864	3/31/2022	001258 SUNBELT RENTALS, INC.	12142623		MARNA OBRIEN MAINTENANCE	473.05
					Total :	473.05
214865	3/31/2022	000378 TEMECULA VALLEY PIPE & SUPPLY	617210		BASEBALL FIELD DEPT SUPPLIES	412.67
					Total :	412.67
214866	3/31/2022	001753 YORK, DANIEL	20422		REIMBURSE - LEAGUE OF CA CITIES - TRAVEL	170.83
			31422		REIMBURSE - MEETING - LUNCH	60.41
					Total :	231.24
17 Vouchers for bank code : wf						Bank total : 764,945.68
17 Vouchers in this report						Total vouchers : 764,945.68

City of Wildomar
Wire Transfer Register
3/31/2022

ACH Date	Payee	Description	Amount
3/8/2022	Wright Express	Fuel Purchases	\$ 201.94
3/15/2022	Wright Express	Fuel Purchases	\$ 517.97
3/17/2022	Golden State Escrow	CIP 059 Right of Way Purchase	18,645.00
3/17/2022	Golden State Escrow	CIP 059 Right of Way Purchase	10,535.00
		Business Travel and Meals, Special	
3/18/2022	US Bank	Event Supplies, Repairs &	9,735.00
		Maintenance, COVID items, and	
		Office Supplies	
3/21/2022	Enterprise Fleet Management	Monthly Lease Payment	3,303.05
		TOTAL	\$ 42,937.96

City of Wildomar
Payroll Warrant Register
4/1/2022

ACH Date	Payee	Description	Amount
3/3/2022	Heartland Payroll	02/12/2022-2/25/2022	\$ 87,189.28
3/17/2022	Heartland Payroll	02/26/2022-03/11/2022	89,374.27
3/1/2022	Heartland Payroll	02/01/2022-02/28/2022	1,758.01
TOTAL			\$ 178,321.56

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.4
CONSENT CALENDAR
Meeting Date: April 13, 2022

TO: Mayor and City Council Members

FROM: Robert Howell, City Treasurer

SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

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

DISCUSSION:

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

FISCAL IMPACT:

None.

Submitted by:
Robert Howell
City Treasurer

Approved by:
Daniel York
City Manager

ATTACHMENTS:

Treasurer's Report

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

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
AII	AII	WELLS FARGO	# 10,549,826.36	\$ 2,606,706.24	(1,723,208.71) \$	11,433,323.89	0.000%
		TOTAL	\$ 10,549,826.36	\$ 2,606,706.24	\$ (1,723,208.71) \$	11,433,323.89	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
AII	LOCAL AGENCY INVESTMENT FUND	\$ 9,671,169.22	\$ 9,671,169.22	\$ 9,671,169.22	100.00%	0	0.278%
AII	CALIFORNIA ASSET MANAGEMENT PROGRAM	\$ 5,594,168.50	\$ 5,594,168.50	\$ 5,594,168.50	100.00%	0	0.060%
	TOTAL	\$ 15,265,337.72	\$ 15,265,337.72	\$ 15,265,337.72	100.00%		

CITY TOTAL CASH AND INVESTMENT \$ 26,698,661.61

CITY INVESTMENT (Continued)

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
AII	LOCAL AGENCY INVESTMENT FUNDS	\$ 9,671,169.22	\$ 0.00	\$ 0.00	\$ 9,671,169.22	0.278%
AII	CALIFORNIA ASSET MANAGEMENT PROGRAM	\$ 5,593,903.72	\$ 264.78	\$ 0.00	\$ 5,594,168.50	0.060%
	TOTAL	\$ 15,265,072.94	\$ 264.78	\$ 0.00	\$ 15,265,337.72	

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.

Robert Howell

Robert Howell
City Treasurer

3/30/2022

Date

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #1.5

CONSENT CALENDAR

Meeting Date: April 13, 2022

TO: Mayor and Members of the City Council

FROM: Matthew Bassi, Planning Director

SUBJECT: 2nd Reading of Ordinance No. 214 – The Bakery Retail Cannabis -
Development Agreement No. 20-0086

STAFF REPORT

RECOMMENDATION:

The Planning Commission recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 214
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. 20-0086, SUBJECT TO CONDITIONS, TO
ESTABLISH A 6,345 SQUARE-FOOT RETAIL CANNABIS
BUSINESS WITHIN AN EXISTING RETAIL LEASE SPACE IN
THE C-1/C-P ZONE LOCATED AT 22812 PALOMAR STREET
(SUITE #100 – 103)

DISCUSSION:

The City Council approved the first reading of Ordinance No. 214 at the March 9, 2022 City Council meeting for Development Agreement No. 20-0086. At this time, it would be appropriate for the City Council to adopt Ordinance No. 214 as presented.

Respectfully Submitted,
Gary Nordquist
City Manager

Reviewed By,
Thomas D. Jex
City Attorney

ATTACHMENT:

A. Ordinance No. 214

ATTACHMENT A

**City Council Ordinance No. 214
for
Development Agreement No. 20-0086**

ORDINANCE NO. 214

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. 20-0086, SUBJECT TO CONDITIONS, TO ESTABLISH A 6,345 SQUARE-FOOT RETAIL CANNABIS BUSINESS WITHIN AN EXISTING RETAIL LEASE SPACE IN THE C-1/C-P ZONE LOCATED AT 22812 PALOMAR STREET (SUITE #100 – 103)

RECITALS:

WHEREAS, the Planning Department on January 6, 2022 received an application for a Development Agreement 20-0086 to establish a retail cannabis business within a 6,345 square-foot lease space within an existing multi-tenant commercial retail building located at 22812 Palomar Street (Suite #100 - 103) in the C-1/C-P zone (APN: 380-130-028):

Applicant/Owner:	Wildomar Palomar, LLC (Kendra Minkler)
Project Location:	22812 Palomar Street (Suite #100 - 103)
APN:	380-130-028
Project Area:	1.51+/- acres

WHEREAS, California Government Code Title 7, Chapter 4, Article 2.5 authorizes the City to enter into development agreements which will provide certainty, definition and commitment to developers as well as to necessary public improvements required by development; and

WHEREAS, pursuant to Chapter 17.315 (Cannabis Businesses) of the Wildomar Municipal Code, the Applicant is required to enter into a Development Agreement for the operation of the Project and said Development Agreement must be approved by the Planning Commission and the City Council; and

WHEREAS, in accordance with Chapter 17.315 of the Wildomar Municipal Code, the Planning Commission held a noticed public hearing on February 2, 2022 to review Development Agreement No. 20-0086, 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. 2022-03 recommending City Council approval of Development Agreement No. 20-0086, and

WHEREAS, in accordance with Section 17.192 of the Wildomar Municipal Code, the Planning Department on February 23, 2022 gave public notice to all property owners within a 600-foot radius of the project boundary notifying said property owners of the March 9, 2022 City Council meeting at which time the City Council would consider Development Agreement No. 20-0086 to establish the proposed retail cannabis business; and

WHEREAS, in accordance with the Development Agreement application requirements, the Planning Department on February 23, 2022 gave public notice to all business owners/tenants within the retail center notifying said business owners/tenants of the March 9, 2022 City Council meeting at which time the City Council would consider Development Agreement No. 20-0086 to establish the proposed retail cannabis business; and

WHEREAS, in accordance with Ordinance No. 135, the Planning Department on February 25, 2022 posted a public hearing notice “sign board” along Clinton Keith Road and Palomar Street frontages notifying the neighborhood residents of the March 9, 2022 City Council meeting at which time the City Council would consider Development Agreement No. 20-0086 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 February 25, 2022 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the March 9, 2022 City Council meeting at which time the City Council would consider Development Agreement No. 20-0086 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. 20-0086 on March 9, 2022, and at which time interested persons had an opportunity to testify in support of, or opposition to the proposed development agreement, and at which time the City Council received public testimony concerning the proposed development agreement.

THE CITY COUNCIL OF THE CITY OF WILDOMAR HEREBY DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA ENVIRONMENTAL DETERMINATION.

In accordance with the California Environmental Quality Act (CEQA) Guidelines, the Planning Department evaluated the proposed Development Agreement No. 20-0086 establishing a retail cannabis business within a 6,345 square-foot lease space within an existing multi-tenant commercial retail building located at 22812 Palomar Street (Suite #100 - 103) located within the C-1/C-P (General Commercial) zone to determine what level of CEQA environmental review is required. Based on this review, the Planning Department determined that approval of Development Agreement No. 20-0086 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 lease space. The applicant has proposed to make tenant improvements to the lease space located at 22812 Palomar Street (Suite #100 - 103) (APN: 380-130-028) as part of the cannabis business operations for which building permits will be required. Therefore, based on this, the City Council hereby adopts this Categorical Exemption in accordance with Section 15301 (Existing Facilities, Class 1) of CEQA for Development Agreement No. 20-0086.

SECTION 2. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP)

The City Council hereby finds Development Agreement No. 20-0086 to establish a retail cannabis business within a 6,345 square-foot lease space within an existing multi-tenant commercial retail building located at 22812 Palomar Street (Suite #100 - 103) in the C-1/C-P zone (APN: 380-130-028) 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. 20-0086 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. 20-0086 as illustrated herein and attached hereto to this Ordinance as Exhibit 1. The City Manager is directed to execute Development Agreement No. 20-0086 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 April, 2022.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales, CMC
City Clerk

EXHIBIT 1

DEVELOPMENT AGREEMENT NO. 20-0086

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. 20-0086**

**By and Between
CITY OF WILDOMAR
and
WILDOMAR PALOMAR, LLC**

APRIL 13, 2022

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 Wildomar Palomar, LLC, 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 22812 Palomar Street, Suite #100 - 103 (APN: 380-130-028) 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 Mr. Eddie Fischer ("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 November 5, 2020, the City issued a Cannabis Local License to Developer for the Project pursuant to Chapter 5.76 of the Wildomar Municipal Code, and on January 19, 2022, the City issued a revised Cannabis Local License to Developer for the Project pursuant to Chapter 5.76 of the Wildomar Municipal Code.

F. On February 2, 2022, 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 revised Development Agreement

No. 20-0086 and revised Conditional Use Permit No. 20-0086 to establish a 6,345 square-foot retail cannabis business at the addressed noted herein.

G. On March 9, 2022 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), for this Development Agreement No. 20-0086 and introduced and had the first reading of Ordinance No. 214 approving this Agreement.

H. On April 13, 2022, the City Council considered and approved Development Agreement No. 20-0086 by adopting the 2nd reading of Ordinance No. 214 which becomes effective on May 13, 2022.

I. In adopting this revised Development 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 Wildomar Palomar, LLC, a Limited Liability Corporation, having its principal place of business at 34 Tesla, Suite #200, Irvine, CA 92618, 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, “Mr. Eddie Fischer.” 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 Wildomar Palomar, LLC, a Limited Liability Corporation, consisting of a 6,345 square foot retail cannabis business located at 22812 Palomar Street, Suite #100 - 103 (APN: 380-130-028) 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 22812 Palomar Street, Suite #100 - 103 (APN: 380-130-028) 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 “Mr. Eddie Fischer”.

1.19 “Public Improvement” means those public improvements, including but not limited to, streets, streetlights, 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 22812 Palomar Street, Suite #100 - 103 (APN: 380-130-028) 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 date upon which the City of Wildomar issues the certificate of occupancy for the Project on the Property (the "Store Opening Date"), and on each anniversary thereafter, the Developer shall pay to the City a Development Agreement Fee as follows:

3.2.1 Twenty dollars (\$20.00) per gross square foot of floor area based on a 6,345 square-foot lease space (as noted in the Development Agreement application package) within any building, facility or structure utilized for the proposed Cannabis Business. Beginning on the first anniversary of the Effective Date, and quarterly 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 quarterly (1/4) gross receipts of the Cannabis Business commencing on the first quarterly (1/4) anniversary of the Store Opening Date and quarterly (1/4) thereafter as follows:

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

3.2.2.2 6th anniversary through 20th anniversary: 5% of gross receipts/quarter unless the City and Developer agree to a different amount and as approved by the City Council prior to the 6th anniversary of the Effective Date.

3.2.3 City and Developer hereby agree to engage in good faith negotiations during the 5th year of this Development Agreement regarding the Development percentage fee noted above.

3.2.4 The City shall have the power to audit and examine all books and records of the Developer, as well as persons engaged in the operation of the Cannabis Business, including both state and federal income tax returns, California sales tax returns, or other evidence documenting the gross receipts of the Cannabis Business for the purpose of ascertaining the amount of the Development Agreement Fee required to be paid by Developer under this Section.

3.2.5 In the event that during the Term of this Agreement the voters of the City approve a cannabis tax, then the Development Agreement Fee shall no longer be due and payable from the date the cannabis tax takes effect through the remainder of the Term.

3.3 Other Fees. In addition to the Development Agreement Fee, Developer agrees to pay all Regulatory Fees, Development Impact Fees, and any other applicable fees to the City related to the development of the Project on the Property.

4. APPLICABLE LAWS AND REGULATIONS; RESERVATION OF AUTHORITY

4.1 Existing Land Use Regulations. The Existing Land Use Regulations shall be applicable to the Project. Any change in, or addition to, the Existing Land Use Regulations, including without limitation, any change in any applicable City general or specific plan, zoning or building regulation, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any change by means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council, Planning Commission or any other Board, Commission or Department of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict or be

inconsistent with in any way the Existing Land Use Rules or the Existing Land Use Approvals or this Agreement, shall not be applied to the Project, subject to the Reservation of Authority set forth in section 4.3 hereof.

4.2 Federal and State Laws. Notwithstanding any other provision in this Agreement to the contrary, the Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the City's ordinances, resolutions, rules, regulations, and policies, or require the same be amended, or require the City to adopt new ordinances, resolutions, rules, regulations, and policies. As provided in section 65869.5 of the California Government Code, in the event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised. Promptly thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so or be considered in breach or default of this Agreement. City also agrees to process, in accordance with the provisions of this Agreement, Developer's proposed changes to the Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

4.3 Reservation of Authority. Notwithstanding any other provision of this Agreement, the City reserves its authority to impose any of the following rules, policies, regulations, ordinances, or requirements on development of the Project:

4.3.1 Filing and Processing Fees. Developer shall pay all customary and typical filing and permit processing fees imposed for Subsequent Development Approvals as required under ordinances and resolutions then in effect.

4.3.2 Development Impact Fees. Development impact fees or charges imposed by the City on and in connection with a development or other similar fees or charges imposed by other governmental entities regardless of whether the City is required to collect or assess such fees pursuant to applicable laws (e.g., school district impact fees pursuant to Government Code Section 65995)..

4.3.3 Procedural Requirements. Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.

4.3.4 Taxes of General Applicability. Any law, ordinance, or resolution that imposes a general or special tax of general applicability to be applied uniformly to business and/or development in the City, whether such tax is for licensing or other purposes.

4.3.5 Uniform Codes. This Agreement does not prevent the City from adopting and amending in compliance with State law certain uniform codes or uniform standards which are based on recommendations of a multi-state professional organization, and which become applicable throughout the City -- including the Project and the Property subject to this Agreement. Such Uniform Codes include, but are not limited to, the Uniform Building Code, Uniform Mechanical Code, National Electrical Code, Uniform Fire Code, and uniform standards for the construction of public works.

4.3.6 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City and this Agreement does not limit the authority of such other public agencies.

4.4 Changes and Amendments. Substantial changes to the Project or the Existing Development Approvals and amendments of this Agreement shall be subject to the following:

4.4.1 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by mutual consent of the parties and in the manner provided for in Government Code Sections 65868, 65867, and 65867.5. The provisions of this Section do not impact the right of the City to terminate this Agreement because of Developer's breach or failure to comply in good faith with the requirements of this Agreement.

4.4.2 Review by City Council. Any amendment to this Agreement shall require review and approval by the City Council.

5. RIGHTS OF MORTGAGEES.

5.1 Mortgagee Protection. Neither entering into this Agreement nor committing a Default under this Agreement shall defeat, render invalid, diminish, affect the priority or impair the lien of Mortgagees having a Mortgage on any portion of the Property made in good faith and for value. No Mortgagee shall have an obligation or duty under this Agreement to perform Developer's obligations, or to guarantee such performance prior to any foreclosure or deed in lieu of foreclosure, but upon acquiring the right to possession pursuant to a Mortgage on the Property or any portion thereof, the Mortgagee shall be subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, Mortgagee shall have no obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or

completion thereof; provided, however, that Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those improvements provided for or authorized by this Agreement. The term of this Agreement shall not be extended based on the fact that a Mortgagee held title to the Property for all or any part of the term of this Agreement.

5.2 Notice of Default to Mortgagee; Right to Cure.

5.2.1 If the City Clerk timely receives notice from a Mortgagee requesting a copy of any Notice of Default given to Developer under the terms of the Agreement, the City shall provide a copy of that notice to the Mortgagee concurrently with sending the Notice of Default to Developer. City shall have no liability for damages or otherwise to Developer, Developer's successor, or to any Mortgagee or successor therefor for failure to provide such notice.

5.2.2 The Mortgagee shall have the right, but not the obligation, for a period up to ninety (90) days after the receipt of such notice from the City to cure or remedy, or to commence to cure or remedy, the Default unless a further extension of time to cure is granted in writing by the City. However, a Mortgagee, to avail itself of the rights provided by this Section, must notify the City in writing of its intent to attempt to remedy or cure within forty-five (45) days of the date of the Notice of Default from City to Mortgagee. A failure by a Mortgagee to provide such timely notice to City shall extinguish the rights and protections provided by this Section. If the Default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continually through foreclosure, a receiver, or otherwise, and shall thereafter remedy or cure the Default within ninety (90) days after obtaining possession. If the Default cannot, with diligence, be remedied or cured within this ninety (90) day period, then the Mortgagee shall have such additional time as the City Council determines is reasonably necessary to remedy or cure the Default if the Mortgagee commences cure during the ninety (90) day period and thereafter diligently pursues and completes the cure.

5.2.3 Such diligence by the Mortgagee on effectuating such cure shall be reviewed by the City Council every thirty (30) days thereafter until any and all Defaults are cured. If at any such review, the City Council determines that the Mortgagee is not making good faith efforts to cure any and all Defaults, the City Council shall have the authority to terminate this Agreement.

5.3 Cure by Mortgagee. In the event any obligation of Developer is for the payment of money or fees, other than standard permit or processing fees, and a Default is declared by City based upon such failure to pay, a Mortgagee may be granted an extended time to remedy or cure until such time as Mortgagee obtains possession of the Property; provided, Mortgagee agrees that any money due City which remains unpaid shall bear the higher of the legal rate of interest or the Consumer Price Index as the measure of inflation.

5.4 Mortgagee Rights. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust, or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with the Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Developer shall reimburse City for any and all of City's reasonable costs associated with said negotiations, interpretations, and modifications and shall make reimbursement payments to City within thirty (30) days 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. 20-0086 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 after receiving written notice that said license has been revoked or has not been renewed;

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. 20-0086 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. 20-0086.

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: Daniel A. York, 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: Mark Malatesta, Developer
Wildomar Palomar, LLC
34 Tesla, Suite #200
Irvine, CA 92618

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

9.8 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement. In the event Developer or Developer's successor requires supplemental or additional agreements for purposes of securing financing or similar purposes, City will endeavor to assist in this respect, provided, however, Developer or Developer's successor shall reimburse the City for any and all costs associated with processing, reviewing, negotiating, or acting on such agreements. Developer or Developer's successor agrees to reimburse City within thirty (30) days of written demand therefor.

9.9 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the City and Developer. No other parties or entities are intended to be, or shall be considered, a beneficiary of the performance of any of the parties' obligations under this Agreement.

9.10 Entire Agreement. This Agreement and the attachments hereto contain the complete, final, entire, and exclusive expression of the agreement between the parties hereto, and are intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto not expressly set forth in this Agreement shall be null and void.

9.11 Recitals and Definitions. The Recitals and Definitions set forth at the beginning of this Agreement are a substantive and integral part of this Agreement and are incorporated by reference in the Operative Provisions portion of this Agreement.

9.12 Integration. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

9.13 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms. References to section numbers are to Sections of this Agreement unless expressly stated otherwise.

9.14 Interpretation. City and Developer acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and each represents and warrants to the other that it has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction that provides that the ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to such extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the parties hereto.

9.15 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens) and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Government Code § 6700 and § 6701. If any act is to be done by a particular time during a day, that time shall be Pacific Standard Zone time

9.16 Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other

provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.

9.17 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developer. Clarifications to this Agreement and the Existing Land Use Regulations may be appropriate with respect to the details of performance of the City and the Developer. To the extent allowable by law, the Developer shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement, except for those which relate to the (i) term; (ii) permitted uses; or (iii) density or intensity of use. When and if the Developer finds it necessary or appropriate to make changes, adjustments or clarifications to matters, items or provisions not enumerated in (i) through (iii) above, the Parties shall effectuate such changes, adjustments or clarifications through operating memoranda (the "Operating Memoranda") approved by the Parties in writing which reference this Section 9.17. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore public notices and hearings shall not be required. The City Manager shall be authorized, upon consultation with, and approval of, the Developer, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to this Agreement which requires compliance with the provisions of Section 9.18 below.

9.18 Amendments to Agreement. Each Party agrees to consider reasonable requests for amendments to this Agreement which may be made by the other Party, lending institutions, bond counsel or financial consultants. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of City and Developer. On behalf of City, the City Manager shall have the authority to make minor amendments to this Agreement, including, but not limited to, the granting of extensions of time to Developer, on behalf of City so long as such actions do not materially change the Agreement or make a commitment of additional funds of City. All other changes, modifications, and amendments shall require the prior approval of City Council.

9.19 Exhibits. The following exhibits are attached to and incorporated into this Agreement:

Exhibit A – PROPERTY LEGAL DESCRIPTION

Exhibit B – SITE DIAGRAM

Exhibit C – PROPERTY OWNER CONSENT

9.20 Authority to Execute. Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

9.21 Counterparts. This Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

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

CITY:

CITY OF WILDOMAR

By: _____
Daniel A. York
City Manager

ATTEST:

By: _____
Janet Morales, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Thomas D. Jex
City Attorney

DEVELOPER:

WILDOMAR PALOMAR, LLC

By: _____

Name/Title: Mark Malatesta, Owner

[NOTARY ACKNOWLEDGEMENT REQUIRED]

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
County of _____)

On _____, before me, _____ a

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

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

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

APN: 380-130-028

22812 Palomar Street, Suite #100 - 103 (APN: 380-130-028)

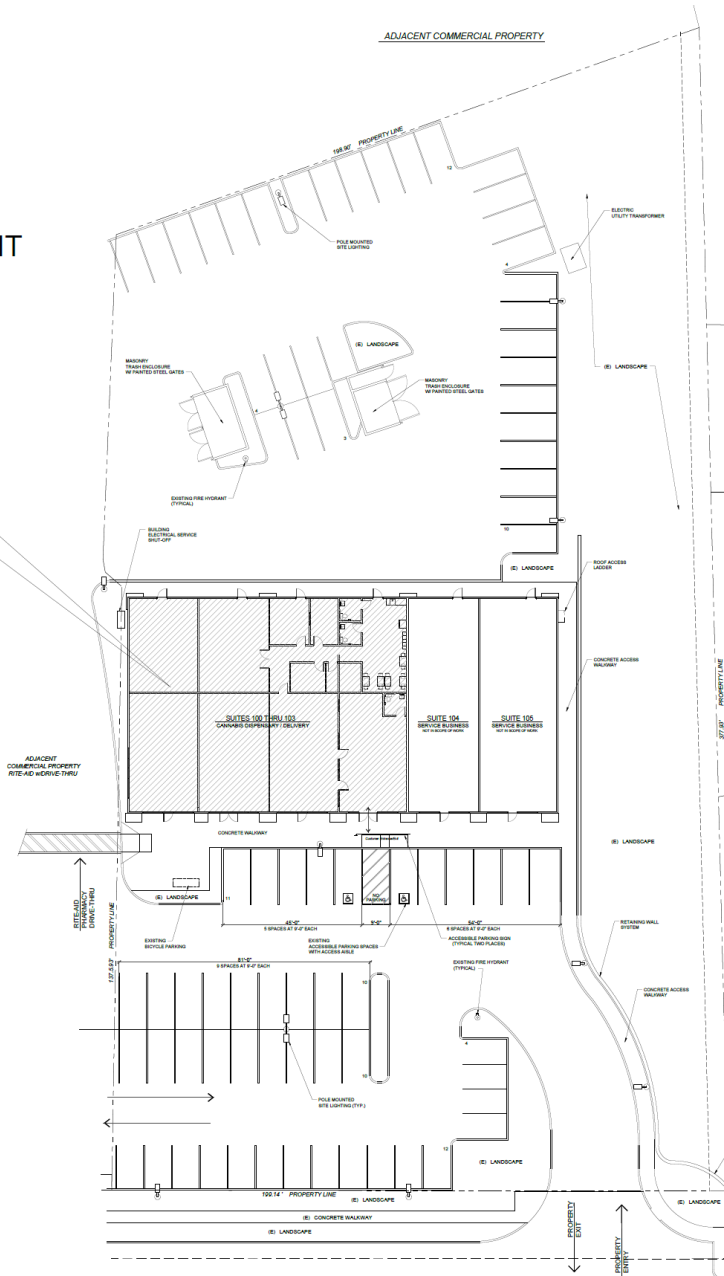


EXHIBIT C

PROPERTY OWNER CONSENT

I Eddie Fischer, being the owner of the real property described in Exhibit A to this Development Agreement by and between the City of Wildomar and Wildomar Palomar, LLC, a California Limited Liability Corporation, dated for identification as of April 13, 2022 (the "Agreement"), do hereby consent to the recordation of said Agreement in the Official Records of the County of Riverside.

Mr. Eddie Fischer

Date: _____

Owners Signature

Title: _____

[NOTARY ACKNOWLEDGEMENT REQUIRED]

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
County of _____)

On _____, before me, _____ a

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

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

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.6
CONSENT CALENDAR
Meeting Date: April 13, 2022

TO: Mayor and City Council Members

FROM: Emily Stadnik, Land Development Manager
Jason Farag, CIP Program Manager

SUBJECT: 2022 First Quarter Update - Public Works/Engineering Department

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council receive and file the 2022 First Quarter Department Update for the Public Works/Engineering Department.

BACKGROUND:

The City's Public Works and Engineering Department (Department) oversees the planning, design, construction, maintenance, and operations of City maintained improvements/infrastructure. Included within those responsibilities are the following key programs and roles for which the Department is responsible:

- Development Engineering
 - Project Processing, Plan Review, Construction Administration and Inspection, Project Acceptance
- City Capital Improvement Program
 - Planning, Design, Construction of City Projects
- Traffic Operations and Maintenance
- Roadway Maintenance Operations (including formation and administration of maintenance districts)
- Stormwater Quality Compliance
- Utility Coordination

DISCUSSION:

Staff provides quarterly updates to the City Council regarding significant activities occurring within the Department. Previous updates have been presented as oral presentations at City Council Meetings. This quarter's update is being presented in a written report and is presented below by category.

Development Engineering

Land Development is diligently working with the Planning Department on 22 entitlements: including several residential subdivisions, commercial retail and mixed-use applications, and the approval of the IVMC medical expansion project.

- TM32206 Richmond American, Homestead
 - Offsite improvements along Palomar Street, Lone Lane, and Cert Street, are near completion.
 - Construction of residential units and interior streets is well underway.
- TM31667 Beazer Homes, Boulder Creek
 - Street improvements on Grand Avenue commence this month. Expected completion by the end of August.
 - Construction of the RCFC box culvert on McVicar is currently underway, with street improvements to follow.
- TM37476 KB Homes, Summerhill II
 - Grading for the residential Tract is complete, and construction is underway on residential lots.
 - Offsite improvements on Summer Sage Way, and Monte Vista Drive are in construction, and efforts are being coordinated with adjacent developers and PW CIP.
- PM37941 Baxter Village
 - Site rough grading is complete for the hotel, MOB, and residential lots.
 - Offsite improvements on Wildomar Trail/Baxter Road are currently underway for Phase 1 construction.
 - Improvements along White Street will be completed with future phases of development.
- Kaiser MOB (at Baxter Village)
 - Precise grading, onsite improvements, and utility infrastructure are expected to commence within the next few weeks.
- TM36672 Lennar, Horizons
 - Grading activities are currently underway.
 - Street improvements along Prielipp Road will commence in the next two weeks.
 - There are ongoing coordination efforts with Lennar, Foremost Communities (Villa Siena), and UHS (IMVC Expansion), regarding street closures, detours, and emergency access.
- Other projects currently in plan check, with expected construction this year include:
 - TM31896 Camelia
 - Oak Springs Ranch II
 - KCG Indoor Shooting Range
 - Animal Friends of the Valley

Capital Projects

- Bundy Canyon Rd. Improvement Project, Segment 1 (CIP 026-1)
 - Construction of the sound wall is now complete and the application of the anti-graffiti coating is currently underway.
 - Change Orders for the underground work at Sellers Rd. have been executed between the City and the Contractor, and the Contractor is remobilizing to complete the underground work so that the road can be reopened to traffic.
- Palomar St. & Clinton Keith Rd. Sidewalk, Trail, and Bike Lane Connectivity Project (CIP 059)
 - The City advertised the project for construction on April 7, 2022. Construction Bids are currently due on May 4, 2022.
 - Construction is currently projected to begin in June/July and to be complete by September 2022.
- Local Roadway Safety Plan (CIP 051-1)
 - The City is currently finalizing its LRSP. A Public Workshop is scheduled for the April 13 City Council Meeting to receive public input.
 - The LRSP will allow the City to apply for upcoming cycles of Highway Safety Improvement Program (HSIP) grant funding from the State and Federal Governments.
- Slurry Seal Program
 - Staff is currently identifying streets to be included in another slurry seal project. Staff is planning to advertise the project for construction before the end of the fiscal year.
- Other Projects Continuing in Design
 - Palomar St./Gruwell St. Widening (CIP 028-2)
 - Cemetery Improvements, Phase 1 (CIP 067-1)
 - Mission Trail/Sedco Sidewalk Phase 3 (CIP 044-3)
 - 27-Acre Park, Phase 1 (CIP 062)
 - Lateral C Basin and Storm Drain (RCFC) (CIP 063)

Maintenance

A summary of key Public Right-of-Way maintenance statistics for the months of January, February, and March 2022 is included in Table 1 below.

Table 1 – Q1 2022 Public Works Maintenance Summary

Item	Quantity	Units
Potholes Repaired	3,753	Square Feet
Weed Abatement	5	Miles
Trees Trimming	81	Trees
Sign Installations	125	Signs
Graffiti Removal	410	Square Feet
Catch Basin Cleaning	97	Catch Basins

FISCAL IMPACTS:

Public Works/Engineering Department funding is part of the approved budget.

Submitted by:

Emily Stadnik, Development Manager

Jason Farag, CIP Program Manager

Approved by:

Dan York

City Manager

ATTACHMENTS:

None

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.7
CONSENT CALENDAR
Meeting Date: April 14, 2021

TO: Mayor and City Council Members

FROM: Jason Farag, CIP Program Manager

SUBJECT: Notice of Completion – House Demolition for the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2A)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ACCEPTING THE HOUSE DEMOLITION FOR THE BUNDY CANYON
ROAD IMPROVEMENT PROJECT, SEGMENT 2 (CIP 026-2A) AS COMPLETE, AND
AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION
WITH THE RIVERSIDE COUNTY RECORDER

BACKGROUND:

On October 13, 2021, the City Council awarded a construction contract to Beckco, Inc. (Contractor) in the amount of \$206,000.00 for the House Demolition for the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2A). The award authorized a contingency of ten percent (10%) to cover approved contract change orders that may occur during construction. The project was funded by Transportation Uniform Mitigation Fees (TUMF) budgeted in the right-of-way phase of the Bundy Canyon Rd. Improvement Project, Segment 2. The demolished houses were acquired by the City through the right-of-way acquisition process for Bundy Canyon Rd. and they were required to be removed in preparation for the grading and widening of Segment 2 of the Bundy Canyon Rd. Improvement Project.

The Project included the demolition of existing residential structures and the abandonment of related utilities at 23302 Bundy Canyon Rd, 23400 Bundy Canyon Rd., and 23456 Bundy Canyon Rd.

DISCUSSION:

Beckco, Inc. has completed all work required by the contract, and the project is ready for acceptance and filing of the Notice of Completion (NOC). If no liens or claims have been filed within 30 days of filing the NOC with the Riverside County Recorder, the City will release all retained funds and any additional remaining amount(s) due to Beckco, Inc.

The original contract price for the project was \$206,000.00. No contract change orders were required during construction. The Contractor completed the construction in a satisfactory manner and related contract document requirements were also executed in a satisfactory manner. The total contract amount at the time of construction completion remains \$206,000.00.

FISCAL IMPACTS:

Project expenditures for Construction and Construction Administration/Inspection were funded by Transportation Uniform Mitigation Fee (TUMF) funds (Fund 503). Expenditures related to the Design/PS&E/Administration phase were also funded by TUMF.

On October 13, 2021, the City Council approved a budget adjustment of \$91,000 to fund the Project construction. Table 1 below is a summary of the project budget, with estimated actual expenditures. As shown, the project is within budget and no additional funding or budget adjustments are necessary.

Table 1 - Estimated Current Project Budget

Project Phase/Task	Budget	Est. Expenditures	Budget Remaining
Right-of-Way (primary task)			
<i>Design/PS&E/Admin (sub-task)</i>	<i>\$10,000</i>	<i>\$10,000</i>	<i>\$0</i>
<i>Construction (sub-task)</i>	<i>\$226,600</i>	<i>\$206,000</i>	<i>\$20,600</i>
<i>Construction Admin/Inspection (sub-task)</i>	<i>\$19,000</i>	<i>\$6,772.50</i>	<i>\$12,227.50</i>
Total	\$255,000	\$222,772.50	\$32,827.50

Submitted by:
Jason Farag
CIP Program Manager

Approved by:
Dan York
City Manager

ATTACHMENTS:

Resolution
A. Notice of Completion

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING THE HOUSE DEMOLITION FOR THE BUNDY CANYON ROAD IMPROVEMENT PROJECT, SEGMENT 2 (CIP 026-2A) AS COMPLETE, AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

WHEREAS, On October 13, 2021 The City Council awarded a construction contract to Beckco, Inc. for the House Demolition for the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2A), ("Project"); and

WHEREAS, Beckco, Inc. has completed the work in accordance with the contract documents for the Project; and

WHEREAS, if no liens or claims have been filed within 30 days of filing the Notice of Completion, the retained payment funds and any remaining amount due will be released to Beckco, Inc.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council, in regular session assembled on April 13, 2022, that:

The Project is accepted as complete. Within 15 days of the date of this Resolution, the City Engineer shall prepare a Notice of Completion and the City Clerk shall file the Notice of Completion with the Riverside County Recorder.

PASSED, APPROVED, AND ADOPTED this 13th day of April, 2022.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales, CMC
City Clerk

NO FEE DOCUMENT

Government Code §6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF WILDOMAR

23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attn: City Clerk

The Above Space For Recorder's Use Only

NOTICE OF COMPLETION

Civil Code 3093

1. Prime Contractor: Beckco, Inc.
2. Project Name: House Demolition for the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2A).
3. Date of Completion (Acceptance): April 13, 2022
4. Description of Work or Materials Furnished: Removal and disposal of existing structures (including lead and asbestos abatement), surface improvements, and certain vegetation; abandonment of utilities including septic systems; installation of chain link fencing and gates at designated locations, and site stabilization at 23302 Bundy Canyon Rd., 23400 Bundy Canyon Rd., and 23456 Bundy Canyon Rd., Wildomar, CA 92595.
5. Site Location: 23302 Bundy Canyon Rd., 23400 Bundy Canyon Rd., 23456 Bundy Canyon Rd. Wildomar, CA 92595
6. Owner's Property Interest in Site is: In Fee
7. Owner: City of Wildomar, 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595

City of Wildomar:

Dated: April 13, 2022

Dan York
City Manager
City Engineer/ Director of Public Works

Verification

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read said notice and know the contents thereof, and the facts stated therein are true of my knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Wildomar, California, this 13th day of April, 2022.

City of Wildomar:

Dan York
City Manager

City Engineer/ Director of Public Works

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.8
CONSENT CALENDAR
Meeting Date: April 13, 2022

TO: Mayor and City Council Members

FROM: Emily Stadnik, Land Development Manager

PREPARED: Ninette Eva, Associate Engineer

SUBJECT: Inland Valley Medical Center Expansion - Precise Grading Agreement and Stormwater Management/BMP Facilities Agreement

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the Precise Grading Agreement and Stormwater Management/BMP Facilities Agreement with Universal Health Services of Rancho Springs, LLC.

BACKGROUND:

The Inland Valley Medical Center project is a redevelopment project expand the existing the 22.24-acre hospital site. The project includes an expansion of all hospital/medical services and critical ancillary support for 100 new patients. The current hospital building will be demolished to allow the construction of a new seven-story, 232,626 square foot hospital tower and renovation of existing buildings. The project also includes a new heliport and relocation of the existing LED freeway sign. An aerial image of the project site is provided in Attachment A. A conditional use permit and a plot plan are currently being processed with the City's planning department. The precise grading plan for this project have been approved by the City. The improvement plans are currently being processed with the City. The project also involves the development of a Water Quality Management Plan (WQMP) to mitigate impacts to water quality from the project site. The WQMP includes the construction of Best Management Practices (BMPs) to meet water quality requirements.

DISCUSSION:

Precise Grading Agreement

The Precise Grading Plans for this development have been approved by the City. In order to complete precise grading activities, the Developer is required to enter into a Precise Grading Agreement (Attachment B) which identifies the Developer's obligations to the City in performing and completing the precise grading construction. The agreement also provides the City with bonds to secure the precise grading activities. If the Developer fails to fulfill their obligations, the bonds provide a mechanism for the City to ensure that the

construction site is brought to a safe and acceptable condition. The bonds are based on the Developer's engineer's grading bond estimate and is included in Attachment B.

Staff is requesting that the City Council authorize the City Manager to execute the Precise Grading Agreement with Universal Health Services of Rancho Springs, LLC.

BMP Agreement

The Developer is also required to enter into a Stormwater Management/BMP Facilities Agreement (BMP Agreement, Attachment C) with the City. The BMP Agreement identifies the maintenance responsibilities of the Developer to ensure that the SWPPP BMPs that are constructed with this development continue to be maintained in the future.

Staff is requesting that the City Council authorize the City Manager to execute the Precise Grading Agreement and BMP Agreement for the Inland Valley Medical Center project.

FISCAL IMPACT:

There are no fiscal impacts to the City at this time. All costs related to this process are covered by developer deposits. In compliance with the City's NPDES/MS4 Permit, the City will be required to perform inspections of the BMPs for the project during the lifetime of the development and also receive and/or process verifications from the landowner indicating that the BMPs are being maintained. These inspections and processing activities are not paid for by the landowner and require that the City use its own funds from the 'General Fund – Stormwater' account. If the landowner(s) fails to maintain any BMPs that they are required to maintain and the City expends funds to maintain the BMPs to ensure the City's MS4/Storm Drain System is protected, the BMP Agreement obligates the landowner to pay the City for all associated costs incurred.

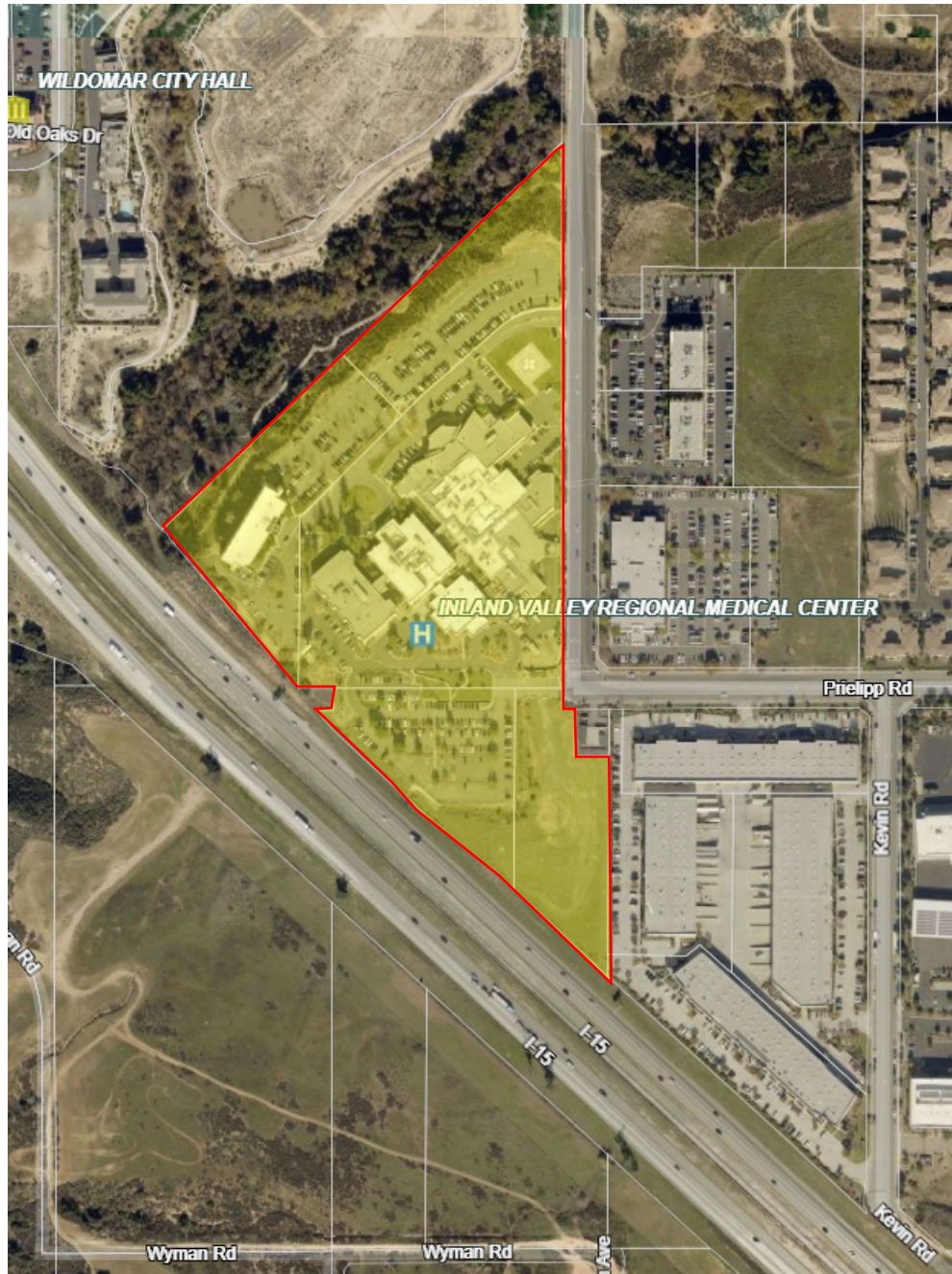
Submitted by:
Emily Stadnik
Land Development Manager

Approved by:
Daniel A. York
City Manager

ATTACHMENTS:

- A. Aerial Image of Inland Valley Medical Center
- B. Precise Grading Agreement, Bond, and Grading Bond Estimate
- C. Stormwater Management/BMP Facilities Agreement

ATTACHMENT A



**Aerial Image of
Inland Valley Medical Center
(highlighted in yellow)**

ATTACHMENT B

Precise Grading Agreement, Bond and Grading Bond Estimate

AGREEMENT
FOR GRADING PROJECTS

This Agreement, made and entered into by and between the City of Wildomar, Riverside County, State of California, hereinafter called City, and **Universal Health Services of Rancho Springs, Inc.**, hereinafter called Landowner.

WITNESSETH

FIRST: Landowner, for and in consideration of the approval of a grading plan and the issuance of a grading permit on that certain land division known as **Inland Valley Medical Center** (the "Property") agrees, at Landowner's own cost and expense, to furnish all labor, equipment, and material necessary to perform and complete in a good and workmanlike manner, within 12 months from the date this agreement is executed, said grading and all work incidental thereto (the "Work") in accordance with the grading plans for the development of the Property which have been approved by the City Engineer, and are on file in the Office of the City of Wildomar, Public Works/Engineering Department, and the standards set forth in Wildomar Municipal Code Chapter 15, as it may be amended from time to time, which are expressly made a part of this agreement. Landowner further agrees to comply with any and all laws, regulations and permits pertaining to water quality applicable to the Work, including but not limited to the Clean Water Act, the Porter-Cologne Water Quality Control Act, and all permits and regulations issued pursuant thereto. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer and shall not be deemed complete until approval of the Work is made by the City Engineer. The estimated cost of said Work is the sum of **One Million Two Hundred Sixty-Four Thousand Five Hundred and No/100 Dollars (\$1,264,500.00)**, which covers precise (fine) grading only.

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

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

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

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

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

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

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

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

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

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

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

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

THIRTEENTH: The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to

execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement.

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

City

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

Landowner

Universal Health Services of Rancho Springs, Inc.
Steve Filton
367 South Gulph Road
King of Prussia, PA 19406
(310) 596-0320

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

Universal Health Services of Rancho Springs,
Inc.

By A. Friga

Vice President/CFO

Date March 17, 2022

By _____

Date _____

City of Wildomar

By _____

Date _____

Approved as to Form:
Thomas D. Jex, City Attorney

By: _____

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

Commonwealth of Pennsylvania)
)
County of Montgomery)

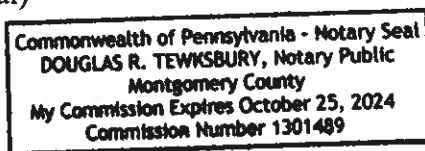
I, Douglas R. Tewksbury, a Notary Public in and for the aforesaid State and County, do hereby certify that Steve Filton, personally appeared before me and made the oath that the foregoing statements are true.

Given under my hand and notarial seal, this 17th day of March, 2022.

Commission Expires: 10/25/2024

Douglas R. Tewksbury
Notary Public

(Seal)



FAITHFUL PERFORMANCE BOND

CITY OF WILDOMAR, RIVERSIDE COUNTY, STATE OF CALIFORNIA

(Precise Grading)

FOR:

Precise Grading

\$ 1,264,500.00

Premium

\$12,803.00

Project:

Inland Valley Medical Center

Parcel Map No.

APN 380-250-026, 380-250-009, 380-250-027, 380-260-037, and 380-250-029

Bond No.

9400670

Surety

Fidelity and Deposit Insurance Company of Maryland

Address

1299 Zurich Way, 5th FL

City/State

Schaumburg, IL

Zip

60196

Phone

(847) 605-6000

Principal

Universal Health Services of Rancho Springs, Inc.

Address

367 South Gulph Rad

City/State

King of Prussia, PA

Zip

19406

Phone

(310) 596-0320

WHEREAS, the City of Wildomar, Riverside County, State of California, and Universal Health Services of Rancho Springs, Inc. (hereinafter designated as ("principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to complete the above on-site grading relating to (Tract/Parcel Map) APN 380-250-026, 380-250-009, 380-250-027, 380-260-037, and 380-250-029, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, we the principal and Fidelity and Deposit Company of Maryland, as surety, are held and firmly bound unto the City of Wildomar in the penal sum of One Million Two Hundred Sixty Four Thousand Five Hundred & 00/100 Dollars (\$ 1,264,500.00) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

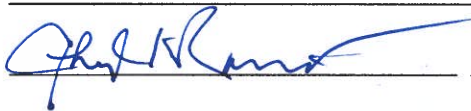
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on
March 21, 2022

NAME OF PRINCIPAL Universal Health Services of Rancho Springs, Inc.

AUTHORIZED SIGNATURE(S):
By:



Senior Vice President & TREASURER
Title

Title

Title

(If Corporation, Affix Seal)

NAME OF SURETY: Fidelity and Deposit Company of Maryland

AUTHORIZED SIGNATURE:



Maureen McNeill, Its Attorney-in-Fact

Attorney-in-Fact

Title

(If Corporation, Affix Seal)

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of Pennsylvania }

County of Montgomery }

On 22 March 2022 before me, MARIGLIA T. MOSCIA, Notary Public
(Here insert name and title of the officer)

personally appeared CATERYL K. RAMAGNO,
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.



Notary Public Signature

(Notary Public Seal)

Commonwealth of Pennsylvania • Notary Seal
MARIGLIA T. MOSCIA • Notary Public
Delaware County
My Commission Expires Apr 9, 2023
Commission Number 1116253

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☒ Corporate Officer
Smallest President & Treasurer
(Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of Pennsylvania }

County of Philadelphia }

On March 21, 2022 before me, Bianca M. Phillips, Notary Public
(Here insert name and title of the officer)

personally appeared Maureen McNeill,
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.

Bianca M. Phillips
Notary Public Signature
My Commission Expires: January 4, 2023

(Notary Public Seal)

Commonwealth of Pennsylvania - Notary Seal
BIANCA M. PHILLIPS, Notary Public
Philadelphia County
My Commission Expires January 4, 2023
Commission Number 1343881

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
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 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Maureen McNeill, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of July, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of March, 2022.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



City of Wildomar
Grading Bond Estimate Worksheet

Parcel Map/Tract Map No: 25065

Date: 11/15/2021

PP, CU, PU, MS OR VL No: PP 20-0062

City Project No: 20-0062

Quantity	Unit	Item	Unit Cost	Amount
Contractor Mobilization				
1	LS	Mobilization	\$ 10,000.00	\$ 10,000.00
1	LS	Temporary Facilities and Utilities	\$ 10,000.00	\$ 10,000.00
Demolition and Removal				
3	AC	Clearing and Grubbing	\$ 5,000.00	\$ 15,100.00
Rough Grading				
33,840	CY	Mass Excavation	\$ 30.00	\$ 1,015,200.00
1,139	CY	Import and Export Material	\$ 12.00	\$ 13,668.00
Erosion Control				
92	LF	Place Gravel Bags 2 Course High	\$ 8.00	\$ 736.00
6,791	LF	Silt Fence	\$ 12.00	\$ 81,492.00
5	EA	Install Stabilized Construction Entrance	\$ 500.00	\$ 2,500.00
-	AC	Soil Binder	\$ 8.00	\$ -
17	EA	Place Gravel Bags to Protect Catch Basin	\$ 50.00	\$ 850.00
10% Contingency				\$ 114,954.60
Total				\$ 1,264,500.00

Nikki Kerry
Signature

11/15/2021

Date

Nikki Kerry

Name (type or printed)

58449

RCE No.

12/31/2022

Expiration Date



Civil Engineer's Stamp

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

1. Quantities are to be taken from the Improvement Plans.
2. Show Performance Bond Amounts to the nearest \$500.00.
3. For Construction items not covered by this worksheet, Design Engineer is to provide his opinion of construction cost and use that cost.

ATTACHMENT C

Stormwater Management/ BMP Facilities Agreement

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of March, 2022 , by and between **Universal Health Services of Rancho Springs, Inc.** (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as **APN 380-250-026, 380-250-009, 380-250-027, 380-260-037, and 380-250-029**, as recorded by deed in the land records of Riverside County, California, Deed Book 168, Page 92, (the "Property").

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

WHEREAS, the Site Plan known as **Precise Grading Plan for Inland Valley Medical Center**, as approved by the City (the "Plan"), which is incorporated herein by reference, provides for stormwater quality treatment within the confines of the property; and

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

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

1. The Facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the Facilities, including all pipes and channels built to convey stormwater to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the Facilities are performing their designed functions.
3. The Landowner, its successors and assigns, shall inspect the Facilities and submit an inspection report annually to the City. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, including but not limited to berms, outlet structures, pond areas, and access roads. Deficiencies in the Facilities shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence repairs, if necessary.
5. In the event the Landowner, its successors and assigns, fails to adequately maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property

and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

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

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

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

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


10. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement.

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

WITNESS the following signatures and seals:

Universal Health Services of Rancho Springs, Inc.
Corporation

(Seal)

By: 
Name: Steve Filton
Title: Vice President/CFO

Company/Corporation/Partnership Name

By: _____

Name: _____

Title: _____

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

CITY OF WILDOMAR

Daniel A. York
City Manager

Date

ATTEST

Janet Morales
City Clerk

Date

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

Date

Commonwealth of Pennsylvania)
)
County of Montgomery)

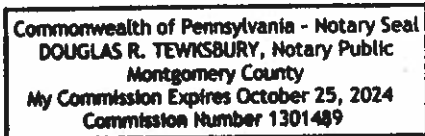
I, Douglas R. Tewksbury, a Notary Public in and for the aforesaid State and County, do hereby certify that Steve Filton, personally appeared before me and made the oath that the foregoing statements are true.

Given under my hand and notarial seal, this 17th day of March, 2022.

Commission Expires: 10/25/2024

Douglas R. Tewksbury
Notary Public

(Seal)



CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 1.9
CONSENT CALENDAR
Meeting Date: April 13, 2022

TO: Mayor and City Council Members

FROM: Robert Howell, Administrative Services Director
James R. Riley, Project Consultant, Municipal Consulting Services LLC

SUBJECT: Award Services Agreement with Rogers Anderson Malody & Scott, LLP (RAMS) Auditing Services Contract

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve a three year contract with external auditors Rogers Anderson Malody & Scott, LLP (RAMS) to provide for audit services and preparation of required reports for fiscal years 2021/22 through 2023/24 and authorize the City Manager to execute the contract.

BACKGROUND:

The audit firm of Rogers Anderson Malody & Scott, LLP (RAMS) was selected on April 4, 2022 to perform the City's needed auditing services. This selection occurred after the City had reviewed three audit firms' proposals to provide services to the City for a minimum three year term with the option of two, one year extensions. Based upon their technical skills, audit approach and cost, RAMS was selected.

RAMS is a local certified public accounting firm based in San Bernardino, CA with over 74 years of experience specializing in government agencies. They have developed a comprehensive remote working environment for their audits that allows them to be efficient and effective, but in a safe environment. The firm performs audits of several cities in Riverside County such as Menifee and San Jacinto. The firm is also the auditors for Elsinore Valley Municipal Water District.

RAMS will be responsible in performing an annual audit of all funds and financial statements of the City and preparing the City's Annual Comprehensive Financial Report (ACFR); the audit reports for the Wildomar Cemetery District, Measure Z Park Fund, and Measure AA Fund, GANN Limit Review report, Annual State controllers Report, and the Single Audit Report, if applicable.

FISCAL IMPACT:

Fiscal impact for each fiscal year ending is as follows:

	<u>City Reports</u>	<u>All Other Reports</u>
June 30, 2022	\$26,450	\$21,610
June 30, 2023	\$26,450	\$21,610
June 30, 2024	\$27,575	\$22,420

Submitted by:
Robert (Bob) Howell
Administrative Services Director

Approved by:
Dan York
City Manager

ATTACHMENTS:

- A. RFP-Rogers Anderson Malody & Scott, LLP-Technical Proposal
- B. RFP-Rogers Anderson Malody & Scott, LLP-Cost Proposal
- C. Agreement for Services with Rogers Anderson Malody & Scott, LLP



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

MARCH 24, 2022

CITY OF WILDOMAR

TECHNICAL PROPOSAL

PROFESSIONAL AUDITING SERVICES

FOR THE FISCAL YEARS ENDING JUNE 30, 2022, 2023 AND 2024

CONTACT PERSONS:
SCOTT W. MANNO, CPA, CGMA
smanno@ramscpa.net

BRAD WELEBIR, CPA, CGMA, MBA
terry@ramscpa.net

909.889.0871

PREPARED BY
ROGERS ANDERSON MALODY & SCOTT, LLP
735 E Carnegie Drive, Suite 100
San Bernardino, CA 92408

LICENSE #2596
FEIN 95-2662063

CITY OF WILDOMAR
PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

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ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

March 24, 2022

735 E. Carnegie Dr. Suite 100
San Bernardino, CA 92408
909 889 0871 T
909 889 5361 F
ramscpa.net

City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

PARTNERS

Terry P. Shea, CPA
Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
Bradford A. Welebir, CPA, MBA, CGMA
Jenny W. Liu, CPA, MST
Brenda L. Odle, CPA, MST (Partner Emeritus)

MANAGERS / STAFF

Gardenya Duran, CPA, CGMA
Brianna Schultz, CPA, CGMA
Seong-Hyea Lee, CPA, MBA
Evelyn Morentin-Barcena, CPA
Veronica Hernandez, CPA
Laura Arvizu, CPA
Xinlu Zoe Zhang, CPA, MSA
John Maldonado, CPA, MSA
Thao Le, CPA, MBA
Julia Rodriguez Fuentes, CPA, MSA

MEMBERS

American Institute of
Certified Public Accountants

*PCPS The AICPA Alliance
for CPA Firms*

*Governmental Audit
Quality Center*

*Employee Benefit Plan
Audit Quality Center*

California Society of
Certified Public Accountants



Proud Member of
AlliottGlobalAlliance™

Dear Evaluation Committee:

We are pleased to respond, on behalf of Rogers, Anderson, Malody & Scott, LLP, (RAMS) to your request for a proposal regarding professional auditing services. As a recognized industry leader and innovator, our goal for the past 74 years has been to provide honest, objective and high-quality results to all our clients, including governmental organizations such as yours. Our success in these efforts is witnessed by the continued organic growth of our firm and our list of long-term clients, some we have served for over 20 years.

At RAMS, we are committed to achieving the highest quality audit possible. We understand the complexity of performing governmental audits and that is why we have a *dedicated team of auditors* that possess the specialized knowledge and experience to help ensure our audits are planned and executed in a way that maximizes audit efficiency and effectiveness and provides you the highest quality services.

We are aware that the City of Wildomar (the City) will be reviewing other proposals during this process, but we believe that RAMS would be an exceptional choice for the audit for the following reasons. Our firm:

- Utilizes *Teammate Analytics*, a suite of more than 200 Computer Aided Audit Tools (CAATs). This software empowers our audit teams with the ability to perform powerful, meaningful data analysis which builds upon our other robust, substantive audit procedures. This value-added service also helps to identify specific transactions or amounts which may be indicative of fraud.
- Performs an intelligent, risk-based audit (using our CAAT) which enables us to focus on key audit areas allowing us to become more efficient resulting in a higher quality audit at a reasonable fee.
- Currently provides auditing services to over 70 governmental agencies and not-for-profit organizations, including over 30 cities, most of which have enterprise activities and over 35 special districts.
- Developed a comprehensive remote working environment for our audits. All our staff currently have the tools for working remotely in an effective and efficient manner allowing us to still provide a quality audit. Our ultimate goal is to continue to meet your needs, but in a safe environment.
- Has an established reputation in the governmental and not-for-profit accounting and auditing community for providing excellent, timely service with high quality reporting to our clients.

- Is committed to helping you meet all reporting/auditing deadlines, resolving any issues encountered during your audit (e.g., accounting or auditing, new pronouncements, etc.), and providing you with quality audit services. Understands the audit process can be a stressful experience for you and your staff; we understand that you will have other commitments and your regular workloads during the audit. We make every effort to ensure the audit process, from the interim fieldwork to the preparation of any required financial reports, will be as trouble-free as possible for you and your staff. We accomplish this by comprehensively planning the audit and utilizing our staff and audit technologies in the most efficient and effective manner while keeping disruptions and miscommunications to a minimum.
- Has audit team members that are personable and easy to work with, yet still focused on the audit. Through open and responsive communication with all parties involved in the audit process, we work to have the most efficient audit possible by minimizing operational distractions of your staff, while maximizing quality service.
- Has an extensive internal quality control review process to ensure your financial reports meet the highest standards. In addition to the preparation of financial reports by the engagement team and reviewed by the engagement manager, *each report is also examined by 2 partners and at least 1 professional proofreader.*
- Has assisted many of our clients with the preparation of their Annual Comprehensive Financial Reports, and all our clients that have submitted their reports for the Government Finance Officers Association (GFOA) or California Society of Municipal Finance Officers (CSMFO) awards have received the awards. Our participation as a GFOA reviewer also indirectly benefits our clients in the quality review process.
- Believes that our fee estimate provides a fair and reasonable investment, commensurate with level of service provided and the experience of the audit team members. While we may not be the lowest bidder, that is not our objective. We focus on delivering the best value and price our prospective engagements accordingly.
- Is a local Southern California firm. All our employees live, work, and shop in the region, allowing our local cities to benefit from our sales and property taxes.

As you will see from our proposal, it was prepared in a clear, concise and simple manner in accordance with the request for proposal. We feel our firm, staff and reputation as a leader in governmental auditing exceeds the need for the excess information you may see in other proposals.

Rogers, Anderson, Malody & Scott, LLP is properly licensed to practice in California, including all the assigned professional staff to the engagement. Mr. Welebir, Partner, and Mr. Manno, Partner, are authorized to represent the firm, are empowered to submit the bid and authorized to sign a contract with the City. We understand the work to be done as listed in the section of this proposal titled *Services to be provided*. In addition, we will be committed to meeting any agreed upon time frames. This proposal is a firm and irrevocable offer for ninety (90) days.

We can be reached at: 735 E. Carnegie Drive, Suite 100, San Bernardino, CA 92408, (909) 889-0871, bwelebir@ramscpa.net or smanno@ramscpa.net.

Thank you for the opportunity to present our proposal to the City. We will be committed to exceeding your expectations of an auditor and believe this proposal provides you with information about our firm, the service team members and our customized audit approach. We look forward to having a long and mutually beneficial relationship with the City. Please feel free to contact us if you have any questions regarding this proposal.

Respectfully yours,

ROGERS, ANDERSON, MALODY & SCOTT, LLP



Scott W. Manno, CPA, CGMA
Partner

CITY OF WILDOMAR

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Firm qualifications and experience

About our firm

We are a local firm founded in 1948 and located at 735 E. Carnegie Drive, Suite 100, San Bernardino, California. We provide a full range of services as expected of a full-service accounting firm. We are one of the oldest, most trusted and respected CPA firms in Southern California, with over 74 years of public practice experience, specializing in governmental agency and not-for-profit organization auditing, accounting, and management advisory services. Over *sixteen thousand hours per year* are devoted to this area of our practice, which includes cities, redevelopment successor agencies, water districts, other special districts, not-for-profit corporations, and joint power authorities. We do not use our government accounting and auditing practice as “fill work” for the firm, it is one of our primary focuses thus allowing us to provide quality services to local governments.



We understand your desire to engage auditors that have a thorough understanding of the ever-changing complex accounting and compliance issues confronting governments today. Our firm has an extensive history of governmental accounting and auditing. During that time, we have gained valuable experience, acquired an in-depth knowledge of, and obtained the technical expertise needed to perform high quality governmental audits. This expertise has enabled us to provide exceptional, high-quality service and to provide solutions at fees we feel represent our value to our clients. In addition, we use our participation in various industry associations to continuously update our knowledge with respect to issues relating to governmental accounting, auditing, and operations. Any insight we gain is immediately passed on to our clients if we feel they will benefit from it.

Our firm has a total staff of thirty-nine people, which includes fifteen certified public accountants. The staff consists of five partners, three managers, ten supervisors/senior accountants, sixteen staff accountants, and five support staff. The audit staff consists of twenty-one members who devote over 80% of their time to municipal engagements. The engagement team assigned to the City's engagement will consist of the following full-time staff: one audit partner, one audit manager, one audit supervisor, and two staff auditors. All personnel are out of our San Bernardino office.

Governmental Audit Quality Center

As a member of the American Institute of CPAs *Governmental Audit Quality Center* (Center), we are committed to adhering to the highest quality standards by voluntarily agreeing to the Center membership requirements, which include designating a partner responsible for the quality of our governmental audit practice, establishing quality control programs, performing annual internal inspection procedures, and making our peer review report findings publicly available. At RAMS, our goal is to continue to enhance our quality initiatives within our governmental audit practice to deliver the highest quality audit services possible.

In addition, the *Governmental Audit Quality Center* provides access to comprehensive resources that will assist us in further enhancing the quality of your audit. The Center membership provides us with timely information on a variety of technical, legislative, and regulatory subjects that we can in turn apply to your audit to help ensure compliance with the appropriate standards and changes in regulations which we pass on to our clients.

CITY OF WILDOMAR

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Firm qualifications and experience (continued)

Single Audit experience

Most of our municipal clients, and some of our other governmental and not-for-profit clients, have been subject to an audit in accordance with *Uniform Guidance*. We recently performed single audits for the following entities:

Elsinore Valley Muni. Water District	City of San Bernardino
City of El Cajon	City of La Mesa
City of San Marcos	City of West Covina
City of Poway	City of Twentynine Palms
City of Fillmore	City of Woodlake
City of Exeter	City of Rosemead
City of La Verne	City of Hawthorne

Our specialized Single Audits Team is led by Managers and Supervisors with Intermediate and Advanced Single Audit Certifications issued by the AICPA guaranteeing a successful and thorough engagement.

ACFR preparation

We have extensive experience in the preparation of Annual Comprehensive Financial Reports (ACFR). For the fiscal years ended June 30, 2019 and 2020, our staff prepared over 20 ACFR's, with each entity receiving the Certificate of Achievement for Excellence in Financial Reporting from the GFOA. For the fiscal year ended June 30, 2021, again, our staff prepared 29 ACFR's for our clients for submittal to the GFOA. In addition, we have helped many cities and special districts develop their first year's report for submittal. Two of our audit partners and four of our supervisory staff are technical reviewers for the GFOA award program. **In addition, we review all the ACFR's for compliance with the GFOA certificate program checklist, as well as addressing any prior year comments, if applicable, to insure they have been addressed.**

Engagement quality control

We have an extensive internal quality control review process to ensure your audit meets the highest standards. In addition to the preparation of financial reports by a senior member of the engagement team, each report is reviewed by the engagement manager/supervisor and then is examined by the engagement partner. Subsequently, a technical review is then performed by the engagement Quality Control partner along with being proofread by at least one professional staff. In addition, all audit workpapers are reviewed by the in-charge auditor and the partner in-charge of the engagement.

Equal Opportunity Employer

Our firm is an equal opportunity employer and is committed to providing employment opportunities to all qualified persons regardless of race, color, sex, religion, national origin or handicap. Our staff represents a wide range of cultures and ethnic backgrounds. We provide opportunities for advancement for all staff based on ability, skill and desire to advance.

Disciplinary action

The firm **has never** had any disciplinary action taken or pending against it with state regulatory bodies or professional organizations, nor has it ever had any pending or settled litigation, civil or criminal investigations. In addition, we are not aware of any federal or state desk reviews or field reviews of its audits during the last three years. **Our firm does not have a record of substandard work.**

Firm qualifications and experience (continued)

External quality control review

As a member of the AICPA Private Companies Practice Section, our firm has participated in the "Peer Review" program since 1993 and has been examined every three years since that date by an outside, independent firm of certified public accountants. Participation in this program ensures that our engagements, firm policies, and audit procedures meet the standards of the AICPA, the Yellow Book, and the California State Board of Accountancy. Throughout our participation in this program, *the firm has only received pass ratings from the peer reviewers.*

During each review, an independent firm reviews our policies and procedures and then inspects a representative sample of engagement workpapers and reports, including governmental entities and engagements subject to the *Uniform Guidance*. For the year ended November 30, 2020, our firm received a rating of *pass* which indicates our auditing practice is suitably designed and complied with to provide reasonable assurance of performing and reporting in conformity with applicable standards. The results provide confirmation that the custom audit approach and procedures we use are technically sound and in compliance with applicable standards.

Grant Bennett Associates

A PROFESSIONAL CORPORATION

Report on the Firm's System of Quality Control

June 4, 2021

To the Partners of Rogers, Anderson, Malody & Scott, LLP, and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP (the firm) in effect for the year ended November 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP in effect for the year ended November 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rogers, Anderson, Malody & Scott, LLP has received a peer review rating of *pass*.



GRANT BENNETT ASSOCIATES
A PROFESSIONAL CORPORATION
Certified Public Accountants



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Princeville, HI 96722
888/769-7323

Partner, supervisory, and staff qualifications and experience

The quality of service you receive is dependent on the capabilities of the individuals assigned to the engagement, and the manner in which those personnel resources are organized to efficiently focus their abilities on providing you with the requested audit services. These professionals are highly trained and knowledgeable and have a thorough understanding of the environment in which governmental and not-for-profit entities operate. This experience is a critical component in providing the City with an effective and efficient audit.

Our engagement team will provide significant experience coupled with an extensive, practical understanding of governmental accounting and auditing along with a broad business perspective. Each member will have access to a wide range of technical resources and knowledge bases which will enable them to provide the City with practical observations and effective solutions.

Partner, supervisory, and staff qualifications and experience (continued)

Partner and supervisory staff involvement

All partners and supervisory staff are working professionals and are actively and continually involved in all aspects of their engagements. We believe that partner and supervisory staff involvement in all areas of the audit is a key aspect of the overall audit process. This involvement includes being on-site for interim and year-end fieldwork, thus facilitating a proper, efficient, and effective audit, with minimal disruption of your staff. In addition, the time spent on-site by the partners and supervisory staff ensures they gain an understanding of the entire City's accounting processes and procedures. This understanding will enable them to evaluate and develop opportunities for efficiency, as well as offer practical and functional advice for improving your accounting processes and procedures.

All professionals on this engagement have worked on audits similar in nature to the City's, therefore, the City will not have to train our engagement team.

Assigned personnel

It is our goal to provide you with capable, competent, and personable individuals who offer an extensive background, not only in governmental accounting and auditing, but also in general business practices. By doing so, it allows us to offer practical solutions, as well as provide technical support. This enables you to stay at the forefront of governmental accounting and provides you with the support you need in dealing with the complex issues confronting entities such as yours.

In addition, our engagement team has the managerial and supervisory experience to provide the City with a comprehensive audit of the highest quality, while still focusing on personal service. The resumes of the key engagement personnel assigned to the audit are presented below. The following individuals will be assigned to the engagement for the entire contract period (see staff *Continuity section* of this proposal):

Scott W. Manno, CPA, CGMA - Partner, Engagement Partner

Scott is a municipal audit partner with the firm and will be the engagement partner. He is licensed to practice as a certified public accountant in the State of California. He has been in public accounting for over 25 years specializing in serving local governments such as yours. As the engagement partner, he will be responsible for overall engagement quality, as well as ensuring that the engagement is performed in the most effective and efficient manner. Scott will directly oversee all engagement staff while assisting in planning and performing the engagement, as well as reviewing all work-papers prepared during the engagement, in addition to all required reports. Scott is a working partner and will be actively and continually involved in all aspects of the engagement.

Brad A. Welebir, CPA, CGMA, MBA - Partner, Concurring Partner

Brad is also a municipal audit partner with the firm. He is licensed to practice as a certified public accountant in the State of California. Brad has over 18 years of public accounting experience and has provided accounting, auditing, and consulting services for municipalities, special districts, water agencies, and various not-for-profit organizations. As the concurring partner, Brad will work directly with Scott in planning and performing the engagement. In addition, he will provide technical consultation for the engagement team.

Partner, supervisory, and staff qualifications and experience (continued)

Terry Shea, CPA - Partner, Quality Control Reviewer

Terry will be the Quality Control Reviewer. He is licensed to practice as a certified public accountant in the State of California. He has over 40 years of practical, governmental accounting and auditing experience. Terry will be responsible for the final quality control review of all released opinions and related reports.

Brianna Schultz, CPA, CGMA - Engagement Manager

Brianna is a manager with the firm and is licensed to practice as a certified public accountant in the State of California. Brianna has over 12 years of experience in providing accounting and auditing services for municipalities, special districts, and various nonprofit organizations. As the engagement manager, she will work directly with the audit in-charge and partner, while supervising the engagement team during all phases of the engagement. In conjunction with the audit in-charge, she will also oversee the preparation of any required reports.

Thao Le, CPA - Engagement Supervisor

Thao is a supervisor with the firm and is licensed to practice as a certified public accountant in the State of California. She has over 4 years' experience in providing accounting and auditing services for municipalities, special districts and various nonprofit organizations. As an audit supervisor, she will work closely with the engagement partner and manager and be responsible for planning the audit, supervising the staff assigned to the engagement, and performing reviews of all workpapers prepared for the engagement. In addition, she will also be responsible for the preparation of any required reports.

Staff level accountants

All staff accountants employed by us and working on governmental audits are qualified to perform such audits. Prior to "audit season", our staff are subject to a rigorous training regimen in which we go over all aspects of our audit process and audit programs ensuring staff members have a solid foundation prior to starting fieldwork. Each staff member is encouraged to take on increased responsibility for engagements previously worked on. This enables our staff to grow on each engagement and allows them to continue to gain the skills and knowledge required to perform the audits.

In summary, we want to emphasize the credentials of the above professionals who will be directly responsible for the quality of service that you will receive. Additionally, our audit team has another attribute that is very important, even though it is intangible -- the professionals assigned to the audits have previously worked together as a multi-disciplined team, thus ensuring a smooth, efficient, and effective audit. We are committed to allocating the necessary resources to ensure that we provide continuity of personnel throughout the term of our relationship with the City.

Full engagement team resumes are provided as follows.

CITY OF WILDOMAR

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory, and staff qualifications and experience (continued)

Engagement team resumes



Scott W. Manno, CPA, CGMA
Engagement Partner

Professional experience

Mr. Manno began his career with Thomas, Bigbie and Smith in 1995 after serving in the United States Army. He spent six years with the firm primarily working on audits of municipalities, special districts and redevelopment agencies as well as various not-for-profit organizations. He joined Rogers, Anderson, Malody & Scott, LLP in July 2001. Currently, Mr. Manno serves as a technical reviewer for the GFOA ACFR Award program. Since 2010, Mr. Manno has been serving as a technical volunteer on the California Special Districts Association Audit Committee and is also on the Association's fiscal committee providing accounting and fiscal program guidance. Also, Mr. Manno has done presentations on fraud.

In addition, he is part of the California State Society of Certified Public Accountants Governmental Accounting and Auditing Committee which meets periodically to discuss current events, pronouncements, etc.

Education/licenses

Bachelor of Science, Business Administration – California State University, San Bernardino
Certified Public Accountant – State of California
Chartered Global Management Accountant – American Institute of Certified Public Accountants

Related professional experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

City of El Cajon*	Town of Yucca Valley	City of La Mesa*	City of La Verne
City of Sierra Madre*	City of Fillmore*	City of Chino*	City of 29 Palms
City of Moreno Valley*	City of Beaumont*	City of San Marcos*	City of Loma Linda*
City of Claremont	City of Perris*	City of Exeter*	City of Woodlake*
City of San Jacinto*	City of Menifee	City of Rolling Hills Est.	City of Poway*

Mr. Manno has completed over 170 hours of continuing professional education courses over the past three years of which the following select courses are relevant to this engagement:

- ♦ Audits of State and Local Governments
- ♦ Government Accounting and Auditing Update
- ♦ OMB Supplement Addendum and Latest Covid-19

Professional affiliations

Mr. Manno is a member of the following organizations:

- ♦ American Institute of Certified Public Accountants (AICPA)
- ♦ California Society of Certified Public Accountants (CalCPA)
- ♦ Association of Government Accountants (AGA)
- ♦ Association of Certified Fraud Examiners (ACFE)
- ♦ Government Finance Officers Association (GFOA)
- ♦ California Special Districts Association (CSDA)
- ♦ California Society of Municipal Finance Officers (CSMFO)

Partner, supervisory, and staff qualifications and experience (continued)



Terry P. Shea, CPA
Quality Control Partner

Professional experience

Mr. Shea began his career with Thomas, Byrne and Smith in 1981. He spent five years with the firm primarily working on audits of municipalities, special districts, redevelopment and other governmental agencies. He joined Rogers, Anderson, Malody & Scott, LLP in 1987 where he has completed governmental audits including municipalities and provided financial consulting services for various cities.

Education/licenses

Bachelor of Arts – California State University, Fullerton
Certified Public Accountant – State of California

Related professional experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

City of La Mesa*	City of Loma Linda*	City of Riverside*	City of Grand Terrace*
City of San Jacinto*	City of El Cajon*	City of Palm Desert*	City of 29 Palms
City of Indian Wells	City of Corona*	City of Coachella	City of Fillmore*
City of Norco	City of Goleta	City of Redondo Beach	City of Indio*
City of Poway	City of Menifee	City of Aliso Viejo	City of Fontana*

Mr. Shea served as the Interim Finance Director for the City of Perris from July 1998 to October 2001. He currently serves as the Contract Finance Director for one Riverside County city and one Los Angeles County city.

Continuing professional education

Mr. Shea has completed over 120 hours of continuing professional education courses in the past three years, of which, the following select courses are relevant to this engagement:

- ◆ Foundations in Governmental Accounting
- ◆ Governmental and Not-for-Profit Conference
- ◆ Governmental Auditing Skills
- ◆ Audits of State and Local Governments

Professional affiliations

Mr. Shea is a member of the following professional organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ Government Finance Officers Association (GFOA)
- ◆ California Society of Municipal Finance Officers (CSMFO)

Partner, supervisory, and staff qualifications and experience (continued)



Brad A. Welebir, CPA, CGMA, MBA
Concurring Partner

Professional experience

Mr. Welebir joined Rogers, Anderson, Malody & Scott, LLP in 2004. He primarily provides audits and advisory services to governmental agencies, small to mid-sized businesses, and not-for-profit organizations. Mr. Welebir serves as a technical reviewer for the GFOA ACFR Award program. He also serves as the CalCPA Inland Empire chapter chair of the governmental accounting and auditing committee and as the representative for the chapter at the state committee.

Education/licenses

Master of Business Administration, Accounting Emphasis – California State University, Fullerton
Bachelor of Arts in Business Administration – La Sierra University
Certified Public Accountant – State of California
Chartered Global Management Accountant – American Institute of Certified Public Accountants

Related professional experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

City of Twentynine Palms	City of Loma Linda*	City of San Bernardino	City of La Verne
City of Sierra Madre*	City of Fillmore*	City of Poway*	City of Poway
City of Moorpark*	City of Rosemead	City of Redondo Beach*	City of San Marcos*
City of Claremont	Town of Yucca Valley	City of Aliso Viejo	City of San Jacinto*

Continuing professional education

Mr. Welebir has completed over 120 hours of continuing professional education courses in the past three years of which the following select courses are relevant to this engagement:

- ◆ Governmental Accounting and Auditing Update
- ◆ Single Audit Update
- ◆ Auditing Fraud Risk in the Current Environment
- ◆ Annual Conference Sessions
- ◆ GAAP Update

Professional affiliations

Mr. Welebir is a member of the following professional organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ Government Finance Officers Association (GFOA)
- ◆ California Society of Municipal Finance Officers (CSMFO)
- ◆ California Special Districts Association (CSDA)

Partner, supervisory, and staff qualifications and experience (continued)



Brianna Schultz, CPA, CGMA
Audit Manager

Professional Experience

Ms. Schultz began her career with Rogers, Anderson, Malody & Scott, LLP in July 2014, and had over three years' experience with another public accounting firm serving the same industry. During her time with the firm, she has worked primarily on audits of municipalities, special districts and redevelopment agencies, as well as various non-profit organizations.

Education

Bachelor of Science – California State University, San Bernardino
Certified Public Accountant – State of California
Chartered Global Management Accountant – American Institute of Certified Public Accountants

Related Professional Experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

City of Menifee	City of Aliso Viejo	City of Claremont*	City of Chino*
City of Glendora*	City of Rolling Hills Est.	City of San Bernardino	City of Sierra Madre*
City of La Verne*	City of Loma Linda*	City of South Pasadena*	City of West Covina*
City of La Mesa*	City of Baldwin Park	City of El Cajon*	City of Hawthorne*

Ms. Schultz obtained the AICPA's *Advanced Single Audit Certificate* in 2019 and the *Intermediate Single Audit Certificate* in 2017. She served as the contract Interim Accounting Manager for the City of Glendora in 2016 and the Senior Accountant for the City of Rancho Cucamonga in 2015. Additionally, she is a reviewer for the GFOA ACFR Program.

Continuing Professional Education

Ms. Schultz has completed over 100 hours of continuing professional education courses over the past two years of which the following select courses are relevant to this engagement:

- ◆ COVID-19 Impact on Payroll and Payroll Fraud
- ◆ Uniform Guidance Update 2021
- ◆ What You Need to Know About the Changes to Yellow Book

Professional Affiliations

Ms. Schultz is a member of the following organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ Government Finance Officers Association (GFOA)
- ◆ California Society of Municipal Finance Officers (CSMFO)

Partner, supervisory, and staff qualifications and experience (continued)



Thao Le, CPA
Supervisor

Professional Experience

Ms. Le began her career with Rogers, Anderson, Malody & Scott, LLP in September 2018. During her time with the firm, she has demonstrated a strong understanding of generally accepted accounting principles and governmental auditing standards through performing tests of internal controls and compliance of municipalities, special districts and various non-profit organizations. As a Supervisor, she will work closely with the engagement partner and manager to meet clients financial reporting needs. Her responsibilities include planning the audit, supervising the staff assigned to the engagement, and performing reviews of all workpapers prepared for the engagement. In addition, she will also be responsible for the preparation of any required reports.

Education

Master of Business Administration from California State University, San Bernardino
Bachelor of Arts in Business Administration from California State University, Fullerton
Certified Public Accountant – State of California

Related Professional Experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

City of Beaumont	City of Calabasas	City of El Cajon	City of Hawthorne
City of La Mesa	City of La Verne	City of Loma Linda	City of Menifee
City of San Dimas	City of South Pasadena	City of West Covina	City of Fillmore
City of Aliso Viejo	City of Claremont	City of Poway	City of San Jacinto

Continuing Professional Education

Ms. Le has completed the following select courses that are relevant to this engagement:

- ◆ 2020 GAAP, GAAS, & SSARS Update
- ◆ COVID-19 Issues for Government Accountants and Auditors
- ◆ GASB Lease Change
- ◆ Audits of State and Local Government
- ◆ Uniform Guidance: New Single Audit Requirements

Professional Affiliations

Ms. Le is a member of the following organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ California Society of Municipal Finance Officers (CSMFO)

CITY OF WILDOMAR

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Similar engagements with other governmental entities

Entity:	City of El Cajon
Scope of work:	City ACFR*/Successor Agency/Public Financing Authority/Single Audit/GANN limit/Measure O
Date:	Years ending June 30, 2008 - present
Engagement partner:	Mr. Scott Manno/Mr. Terry Shea
Total hours:	Approximately 400 hours each year
Contact person:	Ms. Victoria Danganan, Finance Manager, (619) 441-1763
Entity:	City of San Jacinto
Scope of work:	Financial Audit/ Single Audit/Successor Agency
Date:	Years ending June 30, 2011 - present
Engagement partner:	Mr. Scott Manno/Mr. Terry Shea
Total hours:	Approximately 300 hours each year
Contact Person:	Mr. Tom Prill, Deputy City Manager, (951) 487-7330
Entity:	City of San Bernardino
Scope of work:	Financial Audit/ACFR/Single Audit
Date:	Years ending June 30, 2020 - present
Engagement partner:	Mr. Terry Shea
Total hours:	Approximately 550 hours each year
Contact person:	Ms. Barbara Whitehorn, Finance Director, (909) 384-5242
Entity:	City of Menifee
Scope of work:	Financial Audit/ACFR*
Date:	Years ending June 30, 2014 - present
Engagement partner:	Mr. Scott Manno/Mr. Terry Shea
Total hours:	Approximately 275 hours each year
Contact person:	Ms. Wendy Preece, Deputy Finance Director, (951) 672-6777
Entity:	Town of Yucca Valley
Scope of work:	Financial Audit/ACFR*/Successor Agency
Date:	Years ending June 30, 2008 - present
Engagement partner:	Mr. Scott Manno/Mr. Brad Welebir
Total hours:	Approximately 350 hours each year
Contact person:	Mr. Curtis Yakimow, Town Manager (760) 369-7207
Entity:	City of Rolling Hills Estates
Scope of work:	Financial Audit/ACFR
Date:	Years ending June 30, 2019 - present
Engagement partner:	Mr. Scott Manno
Total hours:	Approximately 250 hours each year
Contact person:	Mr. Mike Whitehead, Admin. Services Director, (310) 377-1577, ext.112

* = received GFOA award.

See Attachment A for a listing of current and recent government clients served.

CITY OF WILDOMAR

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Approach to the audit

Services to be provided

The City desires the auditor to express an opinion(s) on the fair presentation of the financial statements for the following: the City of Wildomar, Wildomar Measure Z Park Fund, Wildomar Cemetery District, and the Measure AA Fund in accordance with generally accepted accounting principles.

In addition, we shall:

- Apply certain limited procedures related to Management's Discussion and Analysis and Required Supplementary Information and provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules, if applicable.
- Provide opinions as to the compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Uniform Guidance). RAMS is to provide an "in-relation-to" report on the Schedule of Expenditures of Federal Awards based on the auditing procedures applied during the audit of the financial statements.
- Test compliance with Article XIIIB pertaining to the City's appropriation limit and prepare an Agreed-Upon Procedures report to the City Council regarding compliance.
- Prepare the Annual Financial Transaction Report (currently we utilize a sub-contractor for this), if requested.

Our audit(s) will be in accordance with:

- Generally Accepted Auditing Standards as promulgated by the American Institute of Certified Public Accountants, including requirements found in the most recent AICPA audit guide *Audits of State and Local Governments*.
- *Government Auditing Standards* issued by the Comptroller of the United States of America.
- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Uniform Guidance).
- Any other applicable standards for other items outlined in the Scope of Work to be performed and/or reports to be issued.

Reports to be issued:

- A report on the fair presentation of the financial statements in conformity with GAAP.
- A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards* (material weaknesses or significant deficiencies).
- A report in compliance with requirements applicable to each major federal program and internal control over compliance in accordance with the *Uniform Guidance*.
- Prepare Management Letter that includes significant and less significant (i.e., reportable and non-reportable) recommendations for improvements to internal control.
- We will issue reports to those charged with governance (SAS 114 letters) as required by auditing standards.

RAMS will also perform the following:

- Make an immediate, written notification of all irregularities and illegal acts or indication of illegal acts of which we become aware to the following: City Manager and City Attorney.

Approach to the audit (continued)

Engagement approach

Our engagement approach for your audit will be developed, in part, by using established goals which will enable measurement of the audits progress by the engagement partner and lead auditor. This involves frequent communication between the partner and the engagement team to ensure that all audit objectives are achieved in accordance with our goals and that any issues which may arise are communicated and dealt with on a timely basis. In addition, our in-depth knowledge and expertise in governmental accounting and auditing has allowed us to identify key audit and accounting risks in the government environment. More importantly, the approach provides for a complete reassessment of the control environment in each year's audit and thus enables us to respond to any needed risk assessment changes.

Our engagement approach has been developed and refined over many years. The foundation of our approach revolves around the following:

- **Knowledge and experience.** We have been auditing governmental entities like the City, both large and small, for over 74 years. This experience has allowed us to gain in-depth knowledge of the governmental environment which in turn allows us to perform a more efficient and effective audit. It also enables us to perform detailed risk assessment procedures allowing us to identify significant audit risk areas within the City and its control environment.
- **Intelligent design:** As discussed later in our proposal, all our audits are designed to be intelligent using our powerful audit software/data analytic tools (Engagement and *Teammate Analytics*). This allows us to analyze large amounts of data in seconds increasing both the efficiency and, more importantly, the effectiveness of all our audit engagements.
- **Oversight.** Professional judgment is not developed overnight. Our partners, managers and supervisors have been deeply involved in governmental audits on a continuous basis for most of their professional careers. By having direct partner and manager oversight, we can design audit strategies that result in effective and efficient audits.
- **Timeliness.** Deadlines are not just "dates" to us, they are professional commitments. All required deadlines will be met.
- **Open communication.** Open lines of communication with all parties (the engagement team members and City Management and staff) throughout the audit process helps to eliminate "surprises." Proper planning and proper use of experienced engagement personnel tend to provide for an effective and efficient audit process. Consequently, inefficiencies, disruptions, and lack of understanding are kept to a minimum.
- **Availability.** All engagement team members are available throughout the year for any questions or additional consultation. City staff will have direct access to the partner, manager, and other supervisory staff at all times during the engagement, as well as after.
- **Cost effectiveness.** Our customized audit approach and procedures and our experienced auditors help to reduce your overall audit costs while still providing an effective audit and high-quality reports.
- **Risk based approach.** Our detailed risk assessment procedures will consist of activities performed to obtain an understanding of the City and its environment, including its internal control. Evidence from these activities will provide the basis for our assessment of risks of material misstatement at the financial statement and relevant assertion levels. While performing our risk assessment procedures and we may choose to perform further audit procedures concurrently with risk assessment procedures as deemed necessary. In addition, risk assessment procedures will provide some of the necessary evidence about the relevant assertions related to classes of transactions, account balances, or disclosures and about the operating effectiveness of controls.

Approach to the audit (continued)

As indicated in the previous section of the proposal, the overall objective of the engagement with the City is to conduct an audit of the financial statements in accordance with required auditing standards and the expression of an opinion(s) on those financial statements. Beyond that initial objective, we believe that our engagement approach provides certain other value-added characteristics, at no additional cost, that will benefit the City over the long-term:

- All our audits are designed to be performed in an efficient and effective way to minimize disruption to the office operations.
- We offer practical observations and recommendations relating to internal control issues, implementation of accounting standards and the policies and procedures regarding both.
- We identify opportunities for operating efficiencies which can be used to decrease operating costs of the City.

Timeline

Audit approach and proposed audit segmentation

The following is a summary of the audit team's audit approach for the engagement. The audit will be divided into the following segments:

Segment 1 - Interim testing - planning, pre-audit administration, and internal control testing

During this phase of the audit, our principal objectives will be to gather information about the City and its environment, including its internal control over financial reporting.

In order to achieve the desired objectives of this phase of the audit, we will:

- Meet with the City's staff in order to determine convenient dates in which we can begin our audit and to discuss the assistance to be provided by the City's staff.
- Hold brainstorming sessions with engagement team members to discuss the susceptibility of the City's financial statements to material misstatement and fraud.
- Review and evaluate the City's accounting and reporting processes by reviewing the prior year's audit workpapers, any City-prepared documents such as budgets, in-house financial reports, policies and procedures manuals, minutes of governance meetings, etc., and by using various analytical procedures. Analytical procedures will enhance our understanding of the City and will help us identify areas that may need further assessment and additional testing.
- Review and retain copies of any pertinent local, state and federal statutes, regulations, or charters that apply to the City.
- Evaluate the design of controls that are relevant to the audit by obtaining a thorough understanding of the City's internal controls over financial reporting and compliance by documenting key internal control components, utilizing questionnaires, walkthroughs, inquiring of the City's personnel, and observing and reviewing key supporting documentation (a more thorough explanation of this process is discussed later in the technical proposal).
- Test controls, if control risk is to be assessed below maximum, by selecting a sample of transactions within the audit area being tested and reviewing supporting documentation to determine whether the relevant controls are in place and functioning properly.

Timeline (continued)

- Document and review with management, any findings noted during the testing of internal controls and provide a preliminary management letter that will include our recommendations for improving any weaknesses in operations. The letter will also include suggestions for improving the efficiency of the City's operations.
- Utilize our powerful audit data analytic software allowing us to analyze large amounts of data in seconds and focusing on areas/transactions that are red flagged.

In addition, we will perform the following procedures related to IT General Controls that "touch" financial data:

- *Security access (including physical) controls:* evaluate the general system security settings and password parameters; evaluate the process for adding, deleting, and changing security access; evaluate the access capabilities of various types of users; evaluate access controls to networks and financial applications; evaluate access controls related to data files; and evaluate physical access to networks, servers, etc.
- *Computer operations:* Evaluate backup and recovery processes and review processes of identifying and handling operational problems.
- *System development and system changes:* Evaluate processes related to system development and system changes (if applicable).
- *Application testing:* We will determine if the testing of application controls is deemed necessary based on our professional judgment in the planning stages of the engagement.

This phase of the engagement for the audit will be performed by the audit supervisor and two staff accountants with direct supervision by the audit manager and partner.

Segment 2 - Year-end testing - substantive testing

During this phase of the audit, our principal objectives will be to assess the risk of material misstatement at the financial statement level and specific assertions, design overall responses to assessed risks and further audit procedures, perform substantive tests, and complete the audit and evaluate audit findings, if applicable.

In order to achieve the desired objectives of this phase of the audit, we will:

- Identify significant risks and develop a detailed audit plan using the results in Segment 1.
- Design substantive tests of account balances designed and modified specifically for the City's operations and assessed level of risk. Substantive procedures will consist of testing material balance sheet accounts, material revenue and expenditure/expense accounts along with various analytical procedures as deemed necessary. In addition, various accounts may be confirmed with outside parties (cash, investments, etc.).
- Determine whether our testing supports the assessed level of risk initially assigned at the financial statement level and at the assertion level.

This phase of the engagement for the audit will be performed by the audit supervisor and two staff accountants with direct supervision by the audit manager and partner.

If any proposed audit adjustments are noted during this phase, we will discuss and explain them, in detail, with the appropriate level of management prior to posting.

CITY OF WILDOMAR

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Timeline (continued)

Segment 3 - Reporting - report preparation/audit conclusion (workpaper review)

During this phase of the audit, our principal objectives will be to evaluate whether the financial statements, taken as a whole, are free from material misstatement and form an opinion(s) and issue our report.

In order to achieve the desired objectives of this phase of the audit, we will:

- Determine whether, based on our substantive testing and other procedures, the financial statements, taken as a whole, are free of material misstatement. This will provide the basis for our opinion(s).
- Review all audit workpapers to ensure that the audit was performed in accordance with the required standards (GAAS, GAGAS, etc.) and prepare drafts of all required reports by the agreed-upon dates.
- Conduct an independent review of the financial statement draft by the engagement's quality control partner and issue all reports by the agreed-upon dates.

This phase of the engagement will be performed by the audit supervisor and one staff accountant with direct supervision by the audit manager and partner. In addition, the engagement's quality control partner will perform a detailed quality control review of the financial statements.

The above procedures are a general list of procedures to be performed. After our initial review of the City and our detailed risk assessment, we will customize the engagement and gear it towards the needs of the City and the audit itself. In doing so, we will determine which procedures to perform relative to our risk assessment. All our audits are customized to each entity, helping to ensure a complete, effective, and efficient audit. The foundation of the above approach is based on open communication coupled with a strong knowledge of the City's operations and detailed planning at the initial stages of the audit.

Our firm is dedicated to performing a timely audit engagement. Prior to the start of the audit, we will meet with City staff and decide on adequate timeframes, agreed upon by both the City and us, for the performance of the audit and the release of the financial statements. *We will dedicate the necessary resources to meet any agreed upon time frames.*

Level of staff and approximate number of hours assigned to each segment

Segment	Partner	Manager	Senior	Staff	Total
Segment 1	6	5	17	62	90
Segment 2	12	8	27	82	129
Segment 3	15	7	24	19	65
Totals*	33	20	68	163	284

* = excludes Single Audit, GANN Limit and SCR hours

Sample sizes (including for compliance testing)

Our sample sizes will be determined in accordance with the AICPA's *Audit and Accounting Guide, Audit Sampling*, and will be selected using professional judgment or our TeamMate Analytics software, depending upon circumstance, as permitted by Statement on Auditing Standards. Our methods are designed to provide the most audit coverage without expending excess time. Our sample sizes will depend upon our preliminary assessment of control risk, our planned substantive testing and analytical procedures as well as our professional judgement.

Timeline (continued)

We utilize our Computer Aided Audit Tools (CAAT) software, Teammate Analytics, to draw our audit samples. The software allows us to generate random samples, systematic samples, stratified samples, attributes samples as well as monetary unit samples (also called probability-proportional-to-size or dollar unit sampling).

Intelligent audit technology

Our audits are designed to be intelligent using our powerful audit software tools (Engagement and Teammate Analytics). In addition, all audit team members are linked to each other using wireless connections which enables them to share information at an almost real-time speed. Below are some of the benefits of our audit technologies:

- ***We utilize Teammate Analytics, a suite of more than 200 dynamic Computer Aided Audit Tools (CAATs). This allows us to analyze large amounts of data in seconds. Using data received directly from the City, we can perform the following: search for duplicate checks, detect transactions occurring on holidays/weekends or during unusual hours, perform Benford's Law analysis, and identify instances when a vendor has issued multiple invoices with sequential references along with many other tests. The software empowers our audit teams with the ability to perform powerful, meaningful data analysis which will build upon our other value-added services.***
- We can create our own analytical schedules allowing for easy analysis of current balances to prior year balance, current vs budget balance, thus reducing significant City staff time.
- Once your trial balances and financial statements are entered into our software, we can observe your financial statements in the field allowing us to notice any variances and address them immediately.
- We link the financial statement schedules directly to our audit software trial balances, and as a result, we can provide the City with fund financial statements almost immediately after importing the trial balances.
- We can provide the City with our audited trial balances which show the coding of the financial statement schedules for ease of review for City staff. These reports show each account coded to a specific financial statement line item/function as well as journal entries posted during the audit.
- We have the capability to perform effective and efficient audits remotely as well.

Analytical procedures

In order to properly utilize analytical procedures, industry background and knowledge are needed. With our firm's long history and qualified staff, we believe we have the necessary knowledge and experience to effectively apply analytical procedures. We will utilize analytical review procedures throughout our audit of the City.

- During the *interim* phase of our audit, we will compare current and prior year unadjusted balances to determine which areas may need additional analysis; we will also compare current year actual amounts to the City's annual budget (both original and adopted).
- During the *final* phase of our audit, we will perform procedures like those mentioned above, as well as compare certain financial ratios for current and prior years. We will also conduct certain "reasonableness" tests. Any significant variances are investigated further through inquiry and other substantive testing as deemed necessary until resolved to our satisfaction.
- Finally, after we have completed our fieldwork, we will compare current and prior year audited balances, keeping in mind expected relationships obtained from our knowledge of the City, similar entities and the general economic environment. In addition, we may choose to use various other analytical techniques such as trend analysis, etc.

Unlike other audit firms, we use analytical procedures to supplement our substantive testing, not supplant them.

Timeline (continued)

Understanding of internal control over financial reporting

Our approach to obtaining an understanding of the City's internal control over financial reporting will be performed in accordance with professional standards as promulgated by the American Institute of Certified Public Accountants -- our understanding will include the *Control Environment*, *Risk Assessment*, *Control Activities*, *Information and Communication*, and *Monitoring*. We will use customized procedures which we have developed internally to evaluate your internal control systems. By combining our customized procedures and our detailed knowledge of the City and its environment, we will be able to provide constructive feedback in areas we feel need improvement. In addition to our customized procedures, we will also perform the following:

Control Environment. Through inquiry of the City's personnel, prompted by questionnaires, personal knowledge, and review of the minutes of the governing body meetings, we will obtain an understanding of managements and the governing body's attitudes, awareness, and actions concerning the control environment, focusing on the substance of the controls rather than their form.

Risk Assessment. Through inquiry of the City's personnel and the use of questionnaires, we will obtain sufficient knowledge of the City's risk assessment process to understand how management considers risks relevant to financial reporting objectives and decides upon actions to address those risks. This will include understanding how management identifies risks, estimates the significance of these risks, assesses the likelihood of their occurrence, and relates them to financial reporting.

Control Activities. Certain control procedures will be documented during our analysis of the control environment and the accounting system. However, many specific control procedures will still need to be documented that will focus primarily on the City's major transaction cycles. As mentioned above, we will test the City's control procedures on which we intend to rely on for safeguarding assets from unauthorized use or disposition and detecting/preventing unauthorized transactions. Any flow charts, organizational charts and any other manuals, programs, and financial and management information systems will be analyzed during this process.

Information and Communication. Through inquiry of the City's personnel, we will identify the major types of transactions engaged in by the City. We will become familiar with the treatment of those transactions, including how the transactions are initiated, the related accounting records, and the manner of processing the transactions. Finally, we will obtain an understanding of the City's financial reporting process used to prepare financial reports, including the approaches used in making accounting estimates and disclosures.

Monitoring. Through inquiry of the City's personnel and the use of questionnaires, we will obtain sufficient knowledge of the major types of activities the City uses to monitor internal control over financial reporting. We will also determine how those activities are used to initiate corrective actions.

CITY OF WILDOMAR

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Timeline (continued)

Approach in determining applicable laws and regulations

We understand the importance of laws and regulations in planning an audit of a local governmental entity and design all our audits to ensure we test transactions for compliance. As part of our audit process, our audit team will obtain an understanding of the laws and regulations that will have a direct and material effect on the City's financial statements. In determining which laws and regulations are applicable to the City's financial statement audit, we will consult the following sources:

- AICPA Audit and Accounting Guide, *Audits of State and Local Governments*
- California Government Code (investments, GANN limit requirements, etc.)
- Applicable State of California laws
- U.S. Government Accountability Office's *Government Auditing Standards* (The Yellow Book), latest revision
- Applicable contracts/grants of the City
- *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (OMB Uniform Guidance)

After consulting the applicable sources, we will design our audit to provide reasonable assurance of detecting material instances of noncompliance while continuing to refer to the applicable compliance guideline to ensure changes in compliance are not missed.

Auditing in a remote environment

The availability and use of technology has had a significant impact on the accounting and auditing profession, allowing us to provide professional services across longer distances and more timely than ever before. We have continued to evolve our ability to serve our clients remotely throughout the COVID-19 pandemic and have experienced new efficiencies for both auditor and auditee. We anticipate continuing to perform substantially all our audit work remotely and will work with the City to maximize the remote efficiencies using technology. If the City would like members of the audit team on-site, we will work with City management on determining an acceptable staffing level.

We maintain regular and routine contact with our clients throughout the audit planning, fieldwork, and conclusion phases of the audit with the use of email, phone calls, secure portals, video conferencing, project tracking schedules, and any other means necessary to ensure the timely completion of the audit by any agreed-upon deadlines. Our audit team is very responsive to our clients and we encourage our clients to connect with us throughout the year for any matters that may affect the audit or of a general accounting nature. We have found this to be mutually beneficial for both our clients and the annual audit work.

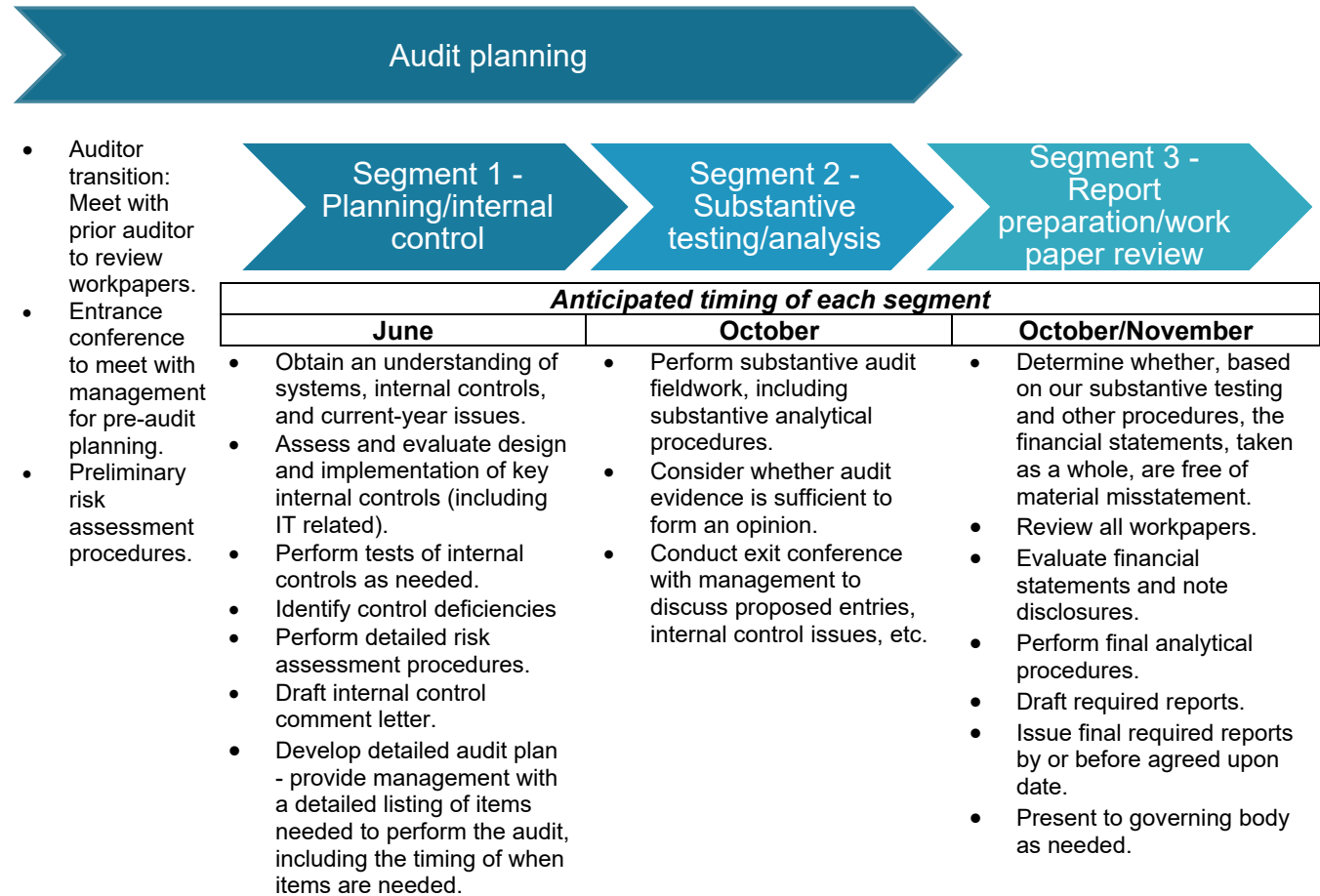
Remote auditing has many benefits some tangible, as listed above, others intangible. In performing remote audits, we are bettering our employee's quality of life by reducing unnecessary travel time, reducing traffic congestion on our local freeways while also helping to improve Southern California's air quality.

CITY OF WILDOMAR

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Timeline (continued)

Proposed audit timing



Condition of records

Our proposed fee assumes the following: the City will be adequately prepared for the audit and the City's financial operations and working trial balance will be consistent from year to year. If, after we receive the working trial balances, we notice there are excessive new accounts over the prior year; or if there are excessive subsequent journal entries; prepared by client workpapers do not agree to the working trial balances, there are new funds/functions within the City, etc., or other changes that necessitate a significant amount of time to address, we will need to come to an agreed upon change order to address any possible additional costs incurred by the firm. If the need for additional work comes to our attention, we will immediately notify City staff. If you choose to have us perform the additional work, then such work will be performed at the same hourly rates applicable to the audit and set forth in an addendum to the contract between the City and our firm.

Management is also responsible for the implementation of new standards issued by the Governmental Accounting Standards Board. We will provide reasonable assistance in the preparation of the items, but any significant time needed to complete the financial statements will be billed separately.

Our proposed fee is also dependent on all items requested being completed in the format requested or in a mutually agreed upon format and uploaded to the Engagement Organizer hosted by our firm in a timely manner in accordance with the agree-upon audit timeline.

GOVERNMENT CLIENTS SERVED

<u>Government Client</u>	<u>Years Served</u>		<u>CSMFO/ GFOA Awards</u>	<u>Successor Agency</u>	<u>Housing Authority</u>
City of El Cajon	06/30/07	to 06/30/21	Yes	Yes	Yes
City of Exeter	06/30/17	to 06/30/21			
City of Woodlake	06/30/17	to 06/30/21			
Town of Yucca Valley	06/30/08	to 06/30/21	Yes	Yes	Yes
City of La Verne	06/30/11	to 06/30/21	Yes	Yes	Yes
City of San Jacinto	06/30/11	to 06/30/21		Yes	Yes
City of Twentynine Palms	06/30/11	to 06/30/21	Yes	Yes	Yes
City of La Mesa	06/30/11	to 06/30/21		Yes	Yes
City of Menifee	06/30/14	to 06/30/21	Yes		
City of San Marcos	06/30/14	to 06/30/21	Yes	Yes	Yes
City of Loma Linda	06/30/13	to 06/30/21	Yes	Yes	Yes
City of Sierra Madre	06/30/12	to 06/30/21	Yes	Yes	Yes
City of Hawthorne	06/30/16	to 06/30/21	Yes	Yes	Yes
City of Aliso Viejo	06/30/16	to 06/30/21	Yes	No	No
City of Claremont	06/30/16	to 06/30/21	Yes	Yes	Yes
City of Thousand Oaks	06/30/18	to 06/30/21	Yes	Yes	Yes
City of South Pasadena	06/30/18	to 06/30/20		Yes	Yes
City of Rolling Hills Estates	06/30/19	to 06/30/21	Yes		
City of Calabasas	06/30/20	to 06/30/21	Yes		
City of San Bernardino	06/30/20	to 06/30/21	Yes		
City of Ojai	06/30/20	to 06/30/21			
City of Beaumont	06/30/20	to 06/30/21	Yes		
City of Moreno Valley	06/30/20	to 06/30/21	Yes		
City of Lawndale	06/30/20	to 06/30/21			
Town of Windsor	06/30/19	to 06/30/20			
City of San Dimas		06/30/21			
City of Imperial Beach		06/30/21			
City of Coachella	Agreed upon procedures				
City of Canyon Lake	Accounting support				
City of Yucaipa	Accounting support				
City of Angels Camp	Accounting support				
City of Grand Terrace	Accounting support				
Crestline Village Water District	04/30/96	to 04/30/21			
Crestline-Lake Arrowhead Water	06/30/98	to 06/30/21			
San Bernardino Valley Muni Water District	06/30/04	to 06/30/21			
Elsinore Valley Municipal Water District	06/30/15	to 06/30/21	Yes		
Pine Cove Water District	06/30/10	to 06/30/21			
Idyllwild Water District	06/30/11	to 06/30/21			
Big Bear Area Regional Wastewater	06/30/12	to 06/30/21	Yes		
Mojave Water Agency	06/30/19	to 06/30/21	Yes		
Beaumont Cherry Valley Water District	12/31/17	to 12/31/20	Yes		
Rosamond Community Services District	06/30/15	to 06/30/21			
Rossmoor Community Services District	06/30/05	to 06/30/21			
Rim of the World Park & Rec. District	06/30/06	to 06/30/21			
Heartlands Communications Fac Auth	06/30/07	to 06/30/21			
Heartlands Fire Training Authority	06/30/07	to 06/30/21			

GOVERNMENT CLIENTS SERVED (continued)

<u>Government Client</u>	<u>Years Served</u>			<u>CSMFO/ GFOA Awards</u>	<u>Successor Agency</u>	<u>Housing Authority</u>
Consolidated Fire Agencies	06/30/14	to	06/30/21			
Successor Agency to the County of SB	06/30/14	to	06/30/21			
Riverside County Habitat Con. Agency	06/30/15	to	06/30/21			
Santa Ana Watershed Association	12/31/09	to	12/31/20			
Capistrano Bay Community Services District	06/30/13	to	06/30/21			
Ventura County Public Fin Authority	06/30/12	to	06/30/21			
Nipomo Community Services District	06/30/16	to	06/30/21	Yes		
SBIAA	06/30/17	to	06/30/21			
WRCOG	06/30/17	to	06/30/21	Yes		
San Diego Workforce Partnership	06/30/16	to	06/30/21			
Rubidoux Community Services District	06/30/16	to	06/30/21			
Conejo Recreation and Park District	06/30/19	to	06/30/21			
Upper San Gabriel Valley MWD	06/30/19	to	06/30/21	Yes		
March Joint Powers Authority	06/30/19	to	06/30/21			
Chino Basin Desalter Authority	06/30/19	to	06/30/21	Yes		
Mountains Recreation and Conservation	06/30/19	to	06/30/21			
Palos Verdes Peninsula Transit Authority	06/30/19	to	06/30/21			
Yucca Valley Airport District	06/30/20	to	06/30/21			
West Basin Municipal Water District	06/30/20	to	06/30/21	Yes		
Crestline Sanitation District	Accounting support					
Running Springs Water District	Accounting support					
Phelan Pinon Hills Community Services District	Accounting support					

City prepared schedule request (electronic versions, if possible)

Below is a standard list of prepared by client schedules. It is a broad, general list which will be specifically tailored to both the needs of the City and our firm.

Interim request list

1. General items:

- a. Preliminary trial balances with *current year budget* and *actual* and *prior year actual* (preferably in Excel)
- b. Copy of the current budget
- c. Access to payroll related files and reports
- d. Copy of any significant employee contracts (city manager, department heads, etc.)
- e. Non-payroll cash disbursements register (including checks and wire transfers) from 7/1/XX – current so that we can pick our sample for testing
- f. List of credit cards with names of those assigned
- g. Access to invoices and bank statements
- h. Access to cash receipts and supporting reports
- i. Access to minutes up to the date of our interim procedures
- j. Report showing top ten vendors and amount of annual purchases with each of these vendors
- k. Schedule of legal expenditures, also include attorney name, address and contact
- l. Both the accounting and funding PERS Actuarial Reports applicable for the current fiscal year
- m. Copies of any programmatic audits done throughout year (i.e., gas tax audit, Measure A/I, etc.)

2. Perm file:

- a. Chart of accounts, if updated
- b. Employee listing
- c. Council member listing (include any finance type committees)
- d. Copy of bank signature cards/bank documents – if updated during the current year.
- e. Copy of insurance/bonding documents
- f. Copy of revenue agreements
- g. Personnel policies and procedures
- h. Accounting policies and procedures
- i. Copies of official statements of any newly issued or previously issued outstanding debt.

3. Cash and investments
 - a. Copy of annually adopted investment policy
 - b. The Treasurer's Reports from July 1 of the year under audit through the most current month
 - c. Bank reconciliations through the end of the month of most current month
 - d. Interest apportionment schedules, including journal entries
 - e. Copy of bank signature cards/bank documents – if updated during the current year.
4. Single audit:
 - a. Copies of notifications from agencies regarding previous year's single audit reports, if applicable
 - b. Preliminary schedule of federal expenditures
 - c. Grant documents and documentation (FEMA, CDBG, etc.).

Year end request list

1. Trail balances (all funds):
 - a. Working trial balance – by fund and account
 - b. Revenue and expenditure/expense summary reports (budget vs. actual) – by fund
2. General items:
 - a. Updated list of current employees
 - b. Copy of budget adjustments, preferably in excel, by fund
 - c. List of credit cards with names
 - d. Copy of prior year GFOA/CSMFO award comments, if applicable
 - e. GANN limit calculation and approving resolution
 - f. Schedule of vendors, including year to date payments
 - g. Schedule of approved, posted journal entries, including closing entries and access to them
 - h. Access to council meeting minutes
3. Cash and investments:
 - a. Reconciliation of cash and investments lead schedule to bank reconciliation
 - b. Detailed supporting schedules for cash and investments for footnote disclosure, including year-end credit ratings, etc.
 - c. June bank reconciliation for all bank and investment accounts, including a supporting list of outstanding checks and deposits in transit
 - d. June investment report

4. Receivables:
 - a. Lead schedule of accounts receivable
 - b. Supporting documents for any allowance for doubtful accounts, if applicable
 - c. Lead schedule for due from other governments with analysis of subsequent cash receipts
 - d. Supporting schedule of accounts receivable with reconciliation to subsidiary ledger
 - e. Aging report for accounts receivable
 - f. Supporting schedule for interest receivable
5. Deferred revenue:
 - a. Lead schedule and supporting documents for deferred revenues
6. Capital assets:
 - a. Lead schedule of changes in capital assets and accumulated depreciation – by type
 - b. Combining schedules of changes in capital assets and accumulated depreciation – by type (land, CIP, WIP, building, etc) with reconciliations to capital outlay and other supporting detail for additions and deletions
 - c. Calculation of gain/loss on disposal of capital and other assets
 - d. Depreciation schedules/detailed listings of capital assets at year-end (including original costs, useful lives, current and accumulated depreciation)
7. Fiduciary fund activity:
 - a. Schedule of changes in funds
8. Prepaid costs and other assets:
 - a. Lead schedule of prepaid costs – by fund
9. Inter-fund activities:
 - a. Lead schedule of due to/from other funds (with reasons for significant balances)
 - b. Lead schedule of inter-fund transfers (with reasons for significant transfers)
10. Accounts payable:
 - a. Lead schedule of accounts payable – by fund and account
 - b. Supporting schedule of accounts payable with reconciliation to subsidiary ledger (detailed list by vendor)
 - c. Supporting schedule of retentions payable – by fund and vendor
 - d. Current OPEB information
11. Accrued liabilities:
 - a. Lead schedule of accrued liabilities – by fund and account
 - b. Supporting schedule of accrued payroll
 - c. Analytical review of payroll accrual with reconciliation to subsequent payroll register

12. Long-term liabilities/deferred amounts:

- a. Lead schedule of changes in long-term liabilities (including amounts due within one year)
- b. Supporting schedules of principal, interest and proceeds of debt – by fund
- c. Premium/discount amortization schedules
- d. Supporting schedule of master leases
- e. Supporting schedule of changes in comp. absences – by type and employee
- f. Supporting schedule of workers compensation/self insurance claims payable and fund balance designation
- g. Pension/OPEB valuations, CalPERS tool, etc. (including related deferred amounts)
- h. Supporting schedule of interest payable

13. Lease commitments, if applicable:

- a. Schedule of lease commitments
- b. Schedule of leased assets, showing cost and accumulated depreciation
- c. Copy of lease agreement(s)

14. Analytical review:

- a. Preliminary analytical review of revenues and expenditures

13. Revenues and expenditures/expenses:

- a. Lead schedule of all significant revenues (property taxes, sales tax, etc) – by fund and accounts
- b. Lead schedule of interest revenue
- c. Interest allocation schedule
- d. Schedule of tax increment received by the RDA

16. Budget and fund balance:

- a. Schedule of changes in budgeted revenues and expenditures – by fund
- b. Schedule of changes in budgeted transfers
- c. Fund balance reconciliation

17. Single audit, if required:

- a. Schedule of federal financial assistance
- b. Copies of grant agreements
- c. Schedule of all revenues recognized and deferred



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

MARCH 24, 2022

CITY OF WILDOMAR
COMPREHENSIVE DOLLAR COST BID
PROFESSIONAL AUDITING SERVICES
FOR THE FISCAL YEARS ENDING JUNE 30, 2022, 2023 AND 2024

CONTACT PERSONS:

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San Bernardino, CA 92408

LICENSE #2596
FEIN 95-2662063

City of Wildomar

AUDIT WORK COST PROPOSAL FORM

In accordance with the Request for Proposal for Audit Services issued by the City of Wildomar, Rogers, Anderson, Malody & Scott, LLP hereby submits the following cost proposal:

Service	2021-2022	2022-2023	2023-2024
City Audit and Related Reports	\$ 26,450	\$ 26,450	\$ 27,575
Measure Z Park Fund Report	5,220	5,220	5,455
Wildomar Cemetery District Report	5,220	5,220	5,455
Measure AA Fund Report	3,570	3,570	3,680
Single Audit* Report, if applicable	5,100	5,100	5,250
GANN limit review report	500	500	520
Annual State Controllers Report	2,000	2,000	2,060
Out of pocket expenses	-	-	-
Total for Fiscal Year (not-to-exceed)	\$ 48,060	\$ 48,060	\$ 49,995

* = for the first major program, each additional major program \$3,750.

As stated in our technical proposal, we believe our fee estimate provides a fair and reasonable investment, commensurate with level of service provided and the experience of the audit team members. While we may not be the lowest bidder, that is not our objective. We focus on delivering the best value and price our prospective engagements accordingly. However, we do not want fees alone to be an obstacle in the City's selection of their auditor. We would be happy to discuss and negotiate such fee issues and responsibilities with you.

Certification: Scott W. Manno, CPA, CGMA is entitled to represent Rogers, Anderson, Malody & Scott, LLP, empowered to submit the bid, and is authorized to sign a contract with the City of Wildomar. In addition, we can comply with the requirements of the professional services



Scott W. Manno, CPA, CGMA
Partner



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

Estimate of Cost

Name of Firm: Rogers Anderson Malody & Scott, LLP

Address: 735 E. Carnegie Drive, Suite 100
San Bernardino, CA 92408

Contact name: Scott W. Manno, CPA, CGMA

Contact Phone # 909.889.0871 Fax #: 909.889.5361

Contact email: smanno@ramscpa.net

Auditors Standard Hourly Billing Rates			
Position	2021- 2022	2022- 2023	2023 -2024
Partner	\$ 270	\$ 270	\$ 285
Manager	\$ 185	\$ 185	\$ 190
Supervisory	\$ 145	\$ 145	\$ 150
Staff accountant	\$ 110	\$ 110	\$ 115
Clerical	\$ 65	\$ 65	\$ 70



AGREEMENT FOR SERVICES

By and Between

**THE CITY OF WILDOMAR,
a municipal corporation**

and

**ROGERS ANDERSON MALODY & SCOTT, LLP
a California Limited Liability Partnership**

**AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
ROGERS ANDERSON MALODY & SCOTT, LLP**

This Agreement for Services ("Agreement") is entered into as of this 13th day of April 2022 by and between the City of Wildomar, a municipal corporation ("City") and Rogers Anderson Malody & Scott, a California limited liability partnership ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by direct negotiations and proposal, the performance of the services defined and described particularly in Section 2 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for three years, with the option of extending the engagement for an additional two years, commencing on the date first ascribed above.

SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 2. ADDITIONAL SERVICES.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, for the City Audit and Related Reports and all Other Agreed Upon Reports shall not exceed One Hundred Forty Six Thousand One Hundred Fifteen (\$146,115.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

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

approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission.

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

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

SECTION 4. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 5. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider, except those items defined as audit documentation under professional standards promulgated by the American Institute of Certified Public Accountants (AICPA), which will be the property of Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents. Any audit documentation, as described above, will be provided upon written request from the City under direct supervision of Service Provider.

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

All Final Work Product developed by Service Provider in the course of providing

the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider, except those items defined as audit documentation under professional standards promulgated by the American Institute of Certified Public Accountants (AICPA), which will be the property of Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such Final Work Product if paid for by the City. This provision specifically excludes Service Providers' work notes and drafts, which are owned by Service Provider, not City.

SECTION 6. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

SECTION 7. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 8. STANDARD OF PERFORMANCE.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Service Provider's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 9. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

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

SECTION 10. PREVAILING WAGE LAWS

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

SECTION 11. NONDISCRIMINATION.

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

SECTION 12. UNAUTHORIZED ALIENS.

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

SECTION 13. CONFLICTS OF INTEREST.

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

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

(c) City understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the

completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Service Provider. Service Provider shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Service Provider, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Service Provider gives City notice of such court order or subpoena.

(c) If Service Provider, or any officer, employee, agent or subcontractor of Service Provider, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Service Provider for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Service Provider's conduct.

Service Provider shall promptly notify City should Service Provider, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Service Provider shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 15. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from

and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

(c) Indemnification from Sub-Service Providers. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Service Provider or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 16. INSURANCE.

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

SECTION 17. ASSIGNMENT.

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

SECTION 18. CONTINUITY OF PERSONNEL.

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

SECTION 19. TERMINATION OF AGREEMENT.

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

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

(c) If either Service Provider or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Service Provider, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 20. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include

the timeframe in which Service Provider may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 21. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 23. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Wildomar
Attn: City Manager
23873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

To Service Provider: Rogers Anderson Malody & Scott, LLP
Attn: Scott W. Manno, CPA, CGMA
735 E. Carnegie Dr., Suite 100
San Bernardino, CA 92408

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

SECTION 24. AUTHORITY TO EXECUTE.

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

SECTION 25. ADMINISTRATION AND IMPLEMENTATION.

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

SECTION 26. BINDING EFFECT.

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

SECTION 27. AMENDMENT.

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

SECTION 28. WAIVER.

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

SECTION 29. LAW TO GOVERN; VENUE.

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

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

SECTION 30. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 31. ENTIRE AGREEMENT.

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

SECTION 32. SEVERABILITY.

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

SECTION 33. CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

Dan York
City Manager

ATTEST:

Janet Morales, CMC
City Clerk

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

By: _____

By: _____

Its: _____

Its: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	NUMBER OF PAGES
<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> OTHER _____	_____
_____	_____

SIGNER IS REPRESENTING:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	NUMBER OF PAGES
<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> OTHER _____	_____
_____	_____

SIGNER IS REPRESENTING:

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

EXHIBIT "A"
SCOPE OF SERVICES

See attached Rogers Anderson Malody & Scott, LLP Technical Proposal

EXHIBIT "B"
COMPENSATION

See attached Rogers Anderson Malody & Scott, LLP Cost Proposal

Exhibit C

Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Service Provider has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Service Provider's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Agreement work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work. A copy of the claims reporting requirements must be submitted to the City for review.

If the Service Provider maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

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

Notice of Cancellation

Service Provider shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required 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, Service Provider shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Service Provider hereby grants to City a waiver of any right to subrogation which any insurer of said Service Provider may acquire against the City by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Service Provider, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Service Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The

policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Service Provider shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Service Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Service Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Service Provider shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.10
CONSENT CALENDAR
Meeting Date: April 13, 2022

TO: Mayor and City Council Members

FROM: Dan York, City Manager
Daniel Torres, Community Services Director

SUBJECT: Consideration of Adoption of a City Flag Display Policy

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council consider and adopt the attached City Flag Display Policy

BACKGROUND:

The proposed Flag Display Policy sets forth the procedures and standards for the display of flags at City facilities, including the display of commemorative flags at City Hall, Marna O'Brien Park, Fire Station 61, and Wildomar Cemetery District.

DISCUSSION:

City Hall has one flag pole and the City has historically displayed the United States Flag, the California State Flag, and the Wildomar City Flag. These flags are also displayed at other City facilities such as Marna O'Brien Park, Fire Station 61 and the Wildomar Cemetery District. However, the City does not have a Council adopted policy regarding the display of such flags or the display of commemorative flags.

Staff has prepared a draft City Flag Display Policy relating to the display of flags for Council's consideration. The draft Flag Display Policy outlines the procedures and standards for the display of flags at City facilities, including the display of commemorative flags at City Hall Marna O'Brien Park, Fire Station 61, and Wildomar Cemetery District. As set forth in the proposed policy, commemorative flags may be displayed only after being authorized by the City Council and as an expression of the City's official sentiments. Upon City Council authorization of the display of a commemorative flag, the City would display it at City Hall and/or at the sites previously mentioned during the designated period.

The City's flagpoles are not intended to serve as a forum for free expression by the public. Rather, the City's flagpoles are to be used exclusively by the City, where the City Council may display a commemorative flag as a form of government expression. The City will not display a commemorative flag based on a request from a third party, nor will the City use its flagpoles to sponsor the expression of a third party. Instead, the policy states that

such flag, as an expression of the City's official sentiments, must be requested by a member of the City Council itself.

The Government Speech Doctrine, defined by the United States Supreme Court, establishes that a government organization, such as the City of Wildomar, may advance its own expression without requiring viewpoint neutrality when the government itself is the speaker, so long as its expression does not show religious preference or encourage a certain vote in an election. Therefore, the City could take action, based on the proposed Policy, to display a commemorative flag as a form of government expression, so long as the commemorative flag does not show religious preference or encourage a certain vote in an election. Consequently, if the City Council authorizes display of a commemorative flag, the display of the commemorative flag would be an exercise of government expression, where the City is the speaker (i.e., government speech).

FISCAL IMPACT:

None

ATTACHMENTS:

City Flag Display Policy

CITY OF WILDOMAR POLICY ON DISPLAY OF FLAGS

I. Purpose

- A. The Wildomar City Council desires to establish clear guidelines regarding:
 - 1. The outdoor display of the United States Flag, the California State Flag, and the City of Wildomar Flag at City facilities or City-owned or City-maintained flagpoles; and
 - 2. The outdoor display of commemorative flags at the Wildomar City Hall and [REDACTED]
- B. In adopting this Policy, the City Council desires to reflect the dignity of the flags flown on flagpoles or displayed at City-owned or City-maintained facilities, as well as the role of the Wildomar City Hall as an inclusive gathering location and local symbol of government and democracy.
- C. In adopting this Policy, the City Council declares that flagpoles owned or maintained by the City of Wildomar are not intended to serve as a forum for free expression by the public, but rather as a non-public forum for the display of the United States, State of California, City of Wildomar, and any commemorative flag authorized by the City Council as an expression of the City Council's official sentiments (government speech).

II. Policy

- A. Conformance with Federal and State Regulations. Flags shall be displayed in accordance with Federal and State statutes and regulations, including, but not limited to, United States Code, Title 4, Chapter 1 and California Government Code section 430 et seq., and this Policy.
 - 1. Per California Government Code section 431(a), the Flag of the United States and the Flag of the State of California shall be prominently displayed upon or in front of public buildings of the City.
 - 2. Per California Government Code section 434.7, any Flag of the United States or Flag of California that the City purchases must be made in the United States.
 - 3. The United States Flag may only be flown at half-staff in accordance with the guidelines set forth at <https://www.usa.gov/flag>. The State of California Flag shall be flown at half-staff if the United States Flag is flown at half-staff or on order of the Governor.

- B. City Facilities other than the Wildomar City Hall. At facilities that the City owns or maintains (other than facilities maintained by other governmental entities), there may be one flagpole where the United States Flag shall be flown and the State of California flag may be flown as described in Section II.
- C. Wildomar City Hall.
1. There shall be flagpoles at the Wildomar City Hall to fly the following flags in the manner described below: Flag of the United States, Flag of the State of California, Flag of the City of Wildomar, and any approved commemorative flag.
 2. The City of Wildomar Flag shall fly at half-staff if either the United States or California Flag is at half-staff. The Mayor may order the City of Wildomar Flag to fly at half-staff at the death of a current or former City Council Member or current City staff member or a historically significant member of the community.
 3. Commemorative Flag.
 - a. As expression of the City's official government speech, the City Council may authorize the display of a commemorative flag to fly at the Wildomar City Hall and [REDACTED] flagpoles only.
 - b. The City Council shall only consider a request to display a commemorative flag if the request is made by a member of the Wildomar City Council and another City Council member agrees to place the discussion to authorize such display on the agenda for a regular or special City Council meeting. Requests to fly a commemorative flag by members of the public will not be considered.
 - c. At a noticed and agendized City Council meeting, a majority of Council Members must agree to display the commemorative flag.
 - d. Commemorative flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than thirty (30) consecutive days.
 - e. Commemorative flags must be either purchased by the City or temporarily donated for the City's use and must be clean, without holes and tears, and be made of an all-weather fabric.

Commemorative flags must be the same size or smaller than the United States and California flags that are flown. The City will not be responsible for the condition of the commemorative flag once flown.

- f. If any other flag is flown at half-staff, the commemorative flag will also be flown at half-staff.
- g. A “commemorative flag” as defined in this Policy shall mean a flag that identifies with a specific historical event, cause, nation or group of people that the City Council chooses to honor or commemorate consistent with the City’s mission and priorities. The following are not allowed as Commemorative Flags and will not be considered by the City Council:
 - i. Flags of a particular religious movement or creed to avoid the appearance of City government endorsing religion or a particular religious movement or creed;
 - ii. Flags of a political party to avoid the appearance of City government endorsing a political party; and
 - iii. Flags advocating a certain outcome in an election.

III. Procedures

- A. No other flag shall be placed above the United States Flag and no other flag shall be larger than the United States Flag. Other flags may be flown at the same height and in the same size, in accordance with this Policy. Where both the United State Flag and the California State Flags are flown, they shall be of the same size.
- B. Flags should be hoisted briskly and lowered ceremoniously. The United States Flag should be hoisted first and lowered last.
- C. Flags shall be displayed during operating hours on all days on which the City is open for business, and on national and State holidays. Flags may be displayed twenty-four (24) hours a day as long as they are illuminated during darkness.
- D. Flags shall not be displayed during inclement weather, unless all-weather flags are used and are illuminated during darkness.
- E. When flags are displayed on a single pole, the order from top to bottom shall be: the United States Flag, the California State Flag, and, if displayed, the City of Wildomar Flag.

- F. When the flags are flown from adjacent flag poles, the United States Flag shall be flown at the highest point of honor, which is the furthest point to the left from the standpoint of the observer ("the flag's right").
- G. When a flag is displayed at half-staff, it shall first be hoisted to the peak for a moment and then lowered to half-staff position. Before being lowered at the end of the day or when taken down, the flags shall again be hoisted to the peak for a moment and then fully lowered.

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #1.11

CONSENT CALENDAR

Meeting Date: April 13, 2022

TO: Mayor and City Council Members

FROM: Robert Howell, Administrative Services Director

SUBJECT: Adopting an Administrative Policy: “Family Care & Medical Leave, and Pregnancy Disability Leave Policy.”

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the adoption of the City of Wildomar’s “Family Care & Medical Leave, and Pregnancy Disability Leave Policy,” and remove all references to the Family Medical Leave Act (FMLA) from the City’s Personnel Rules.

DISCUSSION:

The City, in its Personnel Rules, references the California Family Rights Act (CFRA), the Family Medical Leave Act (FMLA) and the California Pregnancy Disability Law (PDL), and refers staff to an Administrative Policy for guidance. However, upon a review of the City’s Administrative Policies by the City’s The City Attorney’s office, it was noticed that the City had not created an Administrative Policy for these laws. Part of the reason of the review was that the CFRA had been updated in January 2021 to include employers with as few as 5 employees.

The Administrative Policy, along with the related forms, creates the process to follow and the guidance for Human Resources to give staff when a City employee needs a leave of absence for a qualifying reason under the CFRA or PDL.

The City Attorney’s office has also recommended that all references to the FMLA be stricken from the City’s Personnel Rules as the City is not subject to the FMLA because the City has fewer than 50 employees.

Staff has reviewed the Administrative Policy and the related forms with The City Attorney’s office and concurs with the recommended policy, forms, and Personnel Rules changes. The proposed policy and its related forms are attached for your review.

FISCAL IMPACT:

There is no fiscal impact with the adoption of the proposed policy and forms.

Submitted by:
Robert Howell
Administrative Services Director

Approved by:
Dan York
City Manager

ATTACHMENTS:

Family Care & Medical Leave, and Pregnancy Disability Leave Policy
CFRA Notice of Eligibility for Non-Pregnancy Related Leave
CFRA/PDL Certification of Health Care Provider for Employee's Serious Health Condition
CFRA Certification of Health Care Provider for a Family Member's Serious Health Condition
Certification of Qualifying Exigency for Military Family Leave
CFRA Designation Notice for Leave other than Pregnancy Related
PDL Notice of Eligibility and Rights & Responsibilities for Pregnancy Related Leave
PDL Designation Notice for Pregnancy Related Leave

CITY OF WILDOMAR

FAMILY CARE & MEDICAL LEAVE, AND PREGNANCY DISABILITY LEAVE POLICY

I. PURPOSE:

To provide employees with information about and establish guidelines for the taking of family care and medical leave, in accordance with the California Family Rights Act ("CFRA"), and the California Pregnancy Disability Leave Law ("PDL").

II. POLICY:

To the extent not already provided for under current leave policies and provision, the City of Wildomar (the "City") will provide family and medical care leave for eligible employees as required by state law. Additional definitions and other provisions governing employees' rights and obligations under the CFRA and the PDL not specifically set forth below are set forth in the California Department of Fair Employment and Housing's CFRA regulations (2 C.C.R. § 11087 *et seq.*) and PDL regulations (2 C.C.R. § 11035 *et seq.*). This Policy is deemed to include such regulatory provisions, including subsequent revisions to such regulatory provisions.

III. FAMILY CARE AND MEDICAL LEAVE:

A. Eligibility: To be eligible for CFRA leave, an employee must have been employed by the City for at least 12 months prior to the date on which the CFRA leave is to commence, and have worked at least 1,250 hours over the 12-month period preceding the CFRA leave.

B. Qualifying Reasons for CFRA Leave: Employees meeting the eligibility requirements under Section III.A. may take CFRA leave for any of the following qualifying reasons:

1. The birth of a child of the employee and in order to care for such child.
2. The placement of a child with the employee for adoption or foster care of the child by the employee and in order to care for that child.
3. Providing care for a spouse, child, parent, grandparent, grandchild, sibling, or domestic partner with a serious health condition.
4. The employee's own serious health condition.

CFRA also provides for military exigency leave, which is addressed under Section V of this Policy. The PDL also provides for leave for employees with a serious health condition on account of pregnancy, childbirth, or related medical conditions, and that leave is addressed under Section IV.

C. Child: Leave may be taken under Section B.1., B.2., or B.3 under CFRA by an employee for a "child" who is any of the following: 1) a biological child; 2) an adopted child; 3) a foster child; 4) a stepchild; 5) a legal ward of the employee; 6) a child to whom the employee stands in loco parentis; 7) a child of a domestic partner

D. *In loco parentis:*

1. For purposes of this Policy an employee stands *in loco parentis* by providing day-to-day care or financial support with demonstrated intent of assuming the

responsibilities typically held by a parent.

2. Whether an employee stands *in loco parentis* to a child for purposes of this Policy will be determined by the City on a case-by-case basis, and the City may require reasonable documentation to support an employee's claim of providing either day-to-day care or financial support for the child.

E. Spouse: The definition of spouse expressly includes individuals in lawfully recognized same sex marriages, common law marriages and marriages that were validly entered into outside of the United States if they could have been entered into at least one state. In addition, the regulatory definition of spouse has moved from “state of residence” rule to “place of celebration” rule in which to look to the law of the place in which the marriage was entered into as opposed to the law of the state where the employee resides.

F. Parent: Parent means a biological, foster or adoptive parent, a stepparent, a legal guardian, other person who stood *in loco parentis* to the employee when the employee was a child, or parent-in-law. A biological or legal relationship is not necessary for a person to have stood *in loco parentis* to the employee as a child.

G. Domestic Partner: A registered domestic partner as defined by Family Code 297 through 297.5.

1. Two adults who have chosen to share one another's lives in an intimate and committed caring relationship.
2. Domestic partnership is established in the state of California when both persons file a Declaration of Domestic Partnership with the Secretary of State and the time of the filing all of the following requirements are met:
 - a. Neither persons are married to someone else nor is a member of another domestic partnership unless otherwise terminated, dissolved, or adjudged a nullity;
 - b. Both persons are at least 18 years of age and are not related by blood in any way that would prevent them from being married in California; and
 - c. Both persons are capable of consenting to domestic partnership.

H. Serious Health Condition: A serious health condition is an illness, injury, impairment, or physical or mental condition that involves the employee or a Covered Family Member¹ that makes the employee unable to work. Specifically it involves either inpatient care or continuing treatment or supervision by health care provider as follows:

1. “*Inpatient care*” means a stay in a hospital, hospice, or residential medical care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits the person to the facility with the expectation that the person will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

¹ For purposes of this Policy, a “covered family member” means: 1) a child as defined in Section III.C; 2) a parent as defined in Section III. F; 3) a spouse as defined in Section III.E, 4) a domestic partner as defined in Section III.G; 5) a Sibling; 6) a Grandparent; and/or 7) a Grandchild.

2. “*Continuing treatment or supervision by a health care provider*” means and includes any one or more of the following:
 - a. Treatment by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider, with the first visit being within seven days of the first day of incapacity;
 - b. In-person treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider; or
 - c. Any period of incapacity, or treatment for such incapacity, due to a chronic serious health condition, whether or not in-person treatment is received during that time, or whether the resulting absence lasts fewer than three days. A chronic serious health condition is one which:
 - i. Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider; and
 - ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - iii. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, *etc.*).
 - d. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease; or
 - e. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for either:
 - i. Restorative surgery after an accident or other injury; or
 - ii. A condition that would likely result in a period of incapacity of more than three consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, *etc.*), severe arthritis (physical therapy), or kidney disease (dialysis).
3. “*Incapacity*” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

- I. **Amount of Leave Entitlement:** Provided that all applicable conditions of Section III are met, an employee may take a maximum of 12 workweeks of CFRA leave in a rolling 12-month period measured backwards from the date the employee uses any CFRA leave.

1. Employees taking CFRA leave for the birth, adoption, or foster care of their child must initiate and complete any CFRA leave within one year of the birth of the child or placement of the child with the employee for adoption or foster care.
2. An employee's CFRA leave does not need to be consecutive, but can be cumulative within a 12-month period.
3. Industrial injury leaves and all non-industrial injury leaves are CFRA leaves if they qualify as serious health conditions.

J. Concurrent Use of Accrued Paid Leaves: Leave taken under this Policy is unpaid. Employees may elect or may be required to use their accrued leave balances concurrently with CFRA leave, as provided below. When an employee elects or is required to use the employee's accrued leave balances, the employee may specify in writing the order in which the employee would prefer to exhaust accrued leave balances. If the employee fails to designate the order of exhaustion, the City will exhaust the leave balances in the following order: sick leave (subject to the terms of Section III.J.1., below), vacation, banked holiday, floating holiday, management leave. The paid leave shall run concurrently with the CFRA leave and shall not extend the employee's entitlement to CFRA leave.

1. **Sick leave:** Employees are required to coordinate all accumulated sick leave concurrently when CFRA leave is taken for the employee's own serious health condition. Employees may elect to so coordinate their accumulated sick leave when CFRA leave is taken for any other reason under Section III.B. of this Policy.
2. **Other paid leaves:** Employees are required to coordinate all other accrued paid leaves of absence, including but not limited to, compensatory time off, management leave, vacation, and holiday leave, when taking CFRA leave for any reason.
3. **Coordination with Wage Replacement Plans:** If an employee who is on CFRA leave is also receiving a wage replacement payment from Short Term Disability, Long Term Disability, and/or Workers' Compensation, the employee and the City may mutually agree to coordinate the employee's accrued paid leaves with the amount received from the wage replacement plan, up to an amount equal to the employee's regular salary.

K. Intermittent or Reduced Schedule Leave: Intermittent CFRA leave is leave taken on an as-needed basis in increments of minutes, hours, or days. A reduced schedule CFRA leave involves a reduction in the number of hours per day or per week that an employee regularly works, with the employee substituting CFRA time for hours not worked. The minimum CFRA leave increment that can be taken by an employee is 0.25 hours.

1. **Calculation of Intermittent or Reduced Schedule Leave:** The maximum equivalent number of hours to which an employee is entitled during the 12-week period will be based on the employee's regularly scheduled workweek. For example, an employee who is regularly scheduled to work 40 hours per workweek will be entitled to a maximum of 480 hours of CFRA leave, whereas, an employee who is regularly scheduled to work 32 hours per workweek will be entitled to a maximum of 384 hours of CFRA leave. In calculating this amount for employees with a varying schedule, the City will use an average of the employee's workweeks within the 12-month period immediately preceding the intermittent or reduced schedule leave.

2. **Impact on Salary:** Where permitted by applicable state and federal wage and hour laws, the City may make deductions from an employee's salary for all hours of leave taken as intermittent leave, unless the employee is entitled or required to coordinate paid leave. Such deductions do not affect the employee's classification as exempt or nonexempt for purposes of the Fair Labor Standards Act.
3. **Inclusion of Scheduled Overtime:** If an employee normally would be required to work overtime hours, but is unable to do so because of a CFRA-qualifying reason that limits the employee's ability to work overtime, the hours that the employee would have been required to work may be counted against the employee's CFRA entitlement, as the employee would be considered to be using intermittent or reduced schedule leave. For example, if an employee is normally required to work 50 hours in a particular workweek, but because of a CFRA-qualifying reason, the employee works only 40 hours that week, the employee would use 10 hours of CFRA-protected leave out of the 50-hour workweek.
4. **Conditions for Taking Intermittent or Reduced Schedule Leave**
 - a. CFRA leave taken for the employee's own serious health condition, or the serious health condition of the covered family member, as defined in Footnote 1 above, or for military caregiver leave under Section V.B. of this policy, may be taken intermittently or on a reduced leave schedule when medically necessary (as distinguished from voluntary treatments and procedures).
 - b. Military exigency leave under section V.A. of this Policy may be taken on an intermittent or reduced schedule basis without limitation.
 - c. Leave taken following the birth, adoption, or placement of foster care of a child may be taken on an intermittent or reduced schedule basis, subject to the conditions set forth in Section III.K.6., below.
5. **Temporary Transfer:**
 - a. **Required by the City:** The City may require that the employee temporarily transfer to an available alternative position for which the employee is qualified and which provides equivalent pay and benefits and that better accommodates recurring leave periods than the employee's regular position.
 - b. **Requested by Employee:** An employee on intermittent or reduced schedule CFRA leave for foreseeable and planned medical treatments may request a transfer to an open and available position for which the employee is qualified, if the duties of that position would better accommodate the employee's intermittent or reduced schedule CFRA leave. Transfers will not be considered under this Section when the intermittent or reduced schedule CFRA leave is unscheduled, such as in the case of chronic conditions.
6. **Leave Taken for Baby Bonding:** The basic minimum duration of a leave taken for the birth, adoption, or foster care of a child shall be two weeks. However, the City will also grant two requests for shorter leave periods in the applicable one-year period.

L. Employee Notice: Employees requesting leave under the CFRA must notify their supervisor in accordance with the rules set forth below. Employees will provide the

supervisor with sufficient information to make the City aware that the employee needs CFRA leave, and the anticipated timing and duration of that leave. Supervisors must forward any such requests to Talent Attraction and Development for review and approval. Employees may also provide notice of requested CFRA leave to Talent Attraction and Development directly.

1. **Foreseeable Events:** An employee must provide the City with at least 30 days' advance notice before the date the leave is to begin, or must provide notice as soon as is practicable, normally the same business day or next business day if the employee is off work when the employee learns of the need for leave. If the employee provides less than 30 days' advance notice, the City may require explanation of why 30 days' advance notice was not practicable.
 - a. In any case in which the need for CFRA leave is foreseeable based on one of the circumstances listed below in sub-section b., the employee shall make a reasonable effort to schedule any planned medical treatment or supervision so as not to unduly disrupt the operations of the City. However, any such scheduling shall be subject to the approval of the health care provider of the employee or the covered family member as defined in Footnote 1 above.
 - b. The need for leave is considered "foreseeable" when it is taken for any of the following reasons:
 - i. Planned medical treatment for a serious health condition of the employee.
 - ii. Planned medical treatment for a serious health condition of a family member.
 - iii. An expected birth, or placement for adoption or foster care.
 - c. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to delay the taking of the leave by up to 30 days after the date the employee provides notice of the need for CFRA leave.
2. **Unforeseeable Events:** If an employee requires CFRA leave for an unforeseeable event, the employee is required to provide notice to the City as soon as is practicable.
3. **Notice of Intermittent/Reduced Schedule Leave:** The notice requirements for foreseeable intermittent or reduced schedule leaves shall be the same as for other foreseeable leaves, and the notice requirements for unforeseeable intermittent or reduced schedule leave shall be the same as for other unforeseeable leaves.
4. **Contents of Notice:** All requests for CFRA leave should include the anticipated date(s) and duration of the leave and be sufficient to make the City aware that the employee needs leave under the CFRA. The employee must state the reason the leave is needed, by reference to the list in Section III.B. of this Policy. When the employee provides notice, it may not contain sufficient information for the City to determine whether the employee's leave could be for a CFRA-qualifying purpose. In such cases, the City may follow up with the employee for additional information, and the employee is required to respond to the same. However, the employee shall not be required to provide the City with a diagnosis.

5. **Changes to Dates of Leave:** The employee must advise the City as soon as practicable when the employee learns that the dates of the CFRA leave may change.
6. **Requests for Extension:** Any requests for extensions of a CFRA leave must be received at least five business days before the date on which the employee was originally scheduled to return to work, where practicable, and must include the revised anticipated date(s) and duration of the CFRA leave. If the employee has exhausted the employee's leave entitlement under Section III.I., the City will evaluate on a case-by-case basis whether additional leave may be available as a reasonable accommodation for the employee's own serious health condition; however, any such additional leave shall not be subject to the provisions of this Section III.

M. City Response to a Request for CFRA Leave or Request for Extension - Eligibility Notice: Within five business days of an employee's request to take CFRA leave, the City shall provide the employee with a written Eligibility Notice. The Eligibility Notice is not a designation of the employee being on CFRA Leave. The Eligibility Notice shall include the following information:

1. Whether the employee is eligible to take CFRA leave. If the employee is ineligible for CFRA leave, the notice will include the reason(s) why the employee is ineligible.
2. Whether the employee has exhausted the employee's 12-week CFRA entitlement.
3. Whether additional information, such as a medical certification, is required from the employee in order to process the employee's request for CFRA leave or request for extension.
4. The employee's rights and responsibilities under the CFRA, which will include a statement of whether the employee is required to provide a medical certification or recertification. A statement requiring a medical certification will also advise the employee of the anticipated consequences of the employee's failure to provide adequate notice.
5. If the employee has requested an extension of leave for the employee's own serious health condition but has exhausted the leave entitlement under Section III.I., the City will advise whether additional leave will be granted as a reasonable accommodation; however, any such additional leave shall not be subject to the provisions of this Section III.

N. Medical Certification and Recertification: Any request for CFRA leave for an employee's own serious health care condition or for CFRA leave to care for a family member with a serious health condition must be supported by medical certification from the treating health care provider. Employees are encouraged to use the City's medical certification form to ensure that all pertinent information is obtained. Any request for an extension of CFRA leave also must be supported by a medical certification from the treating health care provider. Again, employees are encouraged to use the City's medical certification to ensure that all pertinent information is obtained.

1. **Timing of Request for Medical Certification:** The City will request medical certification:
 - a. Within five business days after an employee requests foreseeable leave;
or

- b. Within five business days after an employee provides notice of an unforeseeable leave, or within five business days after an unforeseeable leave commences, whichever is later.
- 2. **Timing for Employee's Return of the Medical Certification:** All medical certifications and recertifications must be returned to the City within 15 days from the City request, regardless of whether the leave is foreseeable or unforeseeable. Exceptions to this may be granted when it is not practicable to provide the certification or recertification within 15 days, despite the employee's diligent, good faith efforts to do so.
- 3. **Certification for Serious Health Condition of Covered Family Member:** The employee must have the patient's treating health care physician complete a medical certification form when requesting family leave to care for a Covered Family Member (as defined in Footnote 1, above) with a serious health condition. Employees are encouraged to use the City's medical certification form to ensure that all pertinent information is obtained.
 - a. **Medical Recertification:** If the employee requests additional leave beyond the time period which the health care provider originally estimated that the employee needed to take care of a Covered Family Member, the City may request a recertification from the employee.
- 4. **Certification for the Employee's Own Serious Health Condition:**
 - a. **First Opinion:** The employee must have the employee's health care physician complete a medical certification form when requesting CFRA leave for the employee's own serious health condition. Employees are encouraged to use the City's medical certification form to ensure that all pertinent information is obtained.
 - b. **Second and Third Opinions:** If the City has reason to doubt the validity of the certification provided by the employee, the City may require the employee to obtain a second opinion from a doctor of the City's choosing at the City's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the City may require a third opinion, also at the City's expense, performed by a mutually agreeable doctor who will make a final determination that shall be binding on both the City and the employee.
 - c. **Medical Recertification:** The City may request recertification of a medical condition upon the expiration of the time period which the health care provider originally estimated, if additional CFRA leave is requested.
- 5. **Certification for an Employee's Return to Work:**
 - a. **Returning from a Continuous Leave:** As a condition of restoration to the employee's former position, an employee taking continuous leave under the CFRA is required to provide the City with certification from the employee's health care provider stating that the employee is able to resume essential work functions. An employee who fails to provide the certification may have reinstatement delayed.
 - b. **Returning from an Intermittent or Reduced Schedule Leave:** In addition to the requirement in Section 5.a., above, if the employee is on intermittent or reduced schedule leave, the City may require a fitness for

duty certification at fixed intervals not exceeding every 30 days if there are reasonable safety concerns. "Reasonable safety concerns" means a reasonable belief of significant risk of harm to the employee or others.

- c. **Contents of Certification:** The City will provide the employee with a form and a copy of the employee's job description for the employee health care provider to review in completing the fitness for duty certification, and employees are encouraged to use the City's form to ensure that all pertinent information is obtained. The employee must provide a complete and sufficient fitness for duty certification. If the employee's health care provider releases the employee back to work with restrictions, the City will engage in the interactive process to determine what reasonable accommodation, if any, will permit the employee to return to work in accordance with the ADA and the FEHA.
- 6. **Employee's Failure to Provide a Medical Certification or Recertification:** If the employee fails to timely provide a complete and sufficient medical certification when requested, the request for CFRA leave may be denied, delayed until a sufficient certification is provided. Employees will be advised of these consequences in connection with any request by the City for medical certification or recertification.
- O. **City's Designation of Leave:** Absent extenuating circumstances, within five business days after the City has acquired enough information to determine whether the employee's request qualifies for CFRA leave, the City will provide the employee with a written Designation Notice.
 - 1. **Designating Leave as CFRA-Qualifying:** If the leave is designated as being CFRA-qualifying, the Designation Notice will contain, but is not limited to, the following information:
 - a. A statement that the leave is being designated as CFRA leave;
 - b. The amount of leave being counted as CFRA leave, if known;
 - c. Whether accrued paid leave will be used during the leave, and that any paid leave used will count as CFRA leave;
 - d. Whether a medical certification or recertification will be required to release the employee to return to work; and
 - e. Whether a job description or description of essential duties is attached to the Designation Notice for the health care provider to use in completing the medical certification or recertification to release the employee to return to work.
 - 2. **Unable to Designate:** If the City is unable to determine whether the leave requested is CFRA-qualifying because more information is needed, the employee will be informed that
 - a. The medical certification is incomplete or insufficient, and the City will provide a list of deficiencies and explain the employee's opportunity to cure said deficiencies; or
 - b. A second or third medical opinion is being required.

3. **Not Designating Leave as CFRA-Qualifying:** If the City has determined that the employee's leave does not qualify as CFRA leave, or that employee has exhausted the 12-week CFRA entitlement, the City will notify the employee in writing that the leave is not being designated as CFRA leave, and the reason for the denial.

P. Employment Benefits and Protection:

1. **Previously Accrued Benefits and Seniority Status:**

- a. Leave under the CFRA will not result in the loss of any employment benefits accrued before the date the leave commenced.
- b. Leave under the CFRA will not constitute a break in service or otherwise cause the employee to lose longevity or seniority, even if other paid or unpaid leave constitutes a break in service for purposes of establishing longevity or seniority, or for layoff, recall, promotion, job assignment, or seniority-related benefits.

2. **No Accrual of Leave or Seniority during Unpaid CFRA Leave:**

- a. An employee on unpaid CFRA leave shall not accrue any additional paid leave time. Thus, employees will not accrue vacation leave, sick leave, management leave, nor will they be paid for holidays during the unpaid leave.
- b. The time off on unpaid CFRA leave shall not count as time worked for purposes of establishing additional seniority for purposes of layoff, recall, promotion, job assignment, and other seniority-related benefits.
- c. However, during the time that an employee supplements the employee's unpaid CFRA leave with paid leave, the employee will continue to accrue leaves and benefits in accordance with the provisions of the City's policy governing those leaves of absence (*i.e.*, when coordinating with sick leave, the rules governing sick leave will apply with regard to the employee's benefits).

3. **Maintenance of Health Insurance of the Employee:** Employees will continue to receive the same medical benefits while on CFRA leave for up to 12 workweeks, or longer depending on the basis for the qualifying leave, in a 12-month period. The City shall be responsible for the continued payment of the City's share of the cost of the employee's health benefits during the leave period. Benefits for absences beyond the allotted period will be handled in the same manner as benefits for employees on any other type of unpaid leave of absence. An employee who notifies the City that the employee does not intend to return to work from the CFRA leave is not entitled to medical benefits provided by the City as if the employee were on a CFRA leave and instead is entitled to the benefits provided to employees who are on an unpaid leave of absence for any other reason.

4. **Maintenance of Benefits Requiring Employee Contributions:**

- a. During any period of unpaid leave, unless otherwise prohibited by applicable law, an employee may elect to discontinue health insurance coverage for the employee, a spouse, registered domestic partner, and/or any dependent(s) as well as any other benefits offered or sponsored by the City to which the employee is required to make monthly contributions. Employees must notify the City in writing of such an election.

- b. An employee will continue to be responsible for making the payment of monthly contributions for which the City has not received advanced notice of election to discontinue. If any premium amounts are increased or decreased for other employees similarly situated, the employee will be required to pay the new premium rates.
 - c. All monthly contributions are due and payable to the City at the same time as they would be if made through payroll deduction.
 - d. If any monthly contributions are not received within 30 days of their due date, the City has the option to either discontinue said benefit(s) or continue said benefit(s) by making the monthly contributions on the employee's behalf.
 - e. Upon the employee's return to work, the City is entitled to seek reimbursement from the employee for the employee's share of any monthly contributions made on the employee's behalf.
 - f. Employees included in a pension or retirement plan may continue to make contributions in accordance with the terms of the plan during the period of leave. However, the City shall not be required to make plan payments for employees during the leave period which is unpaid, and the unpaid leave period shall not be counted for purposes of time accrued under the plan.
 - g. If the City provides a new health plan or benefits or changes health plans or benefits while an employee is on CFRA leave, the City will give written notice to the employee to advise that the employee is subject to the new or changed plan/benefits in the same manner, and to the same extent, as if the employee were not on leave.
5. **Failure to Return from Leave:** The City may recover the entire premium it paid for maintaining health insurance benefits for an employee during any period of unpaid leave if the employee fails to return to work promptly upon the expiration of a leave for a reason other than the continuation, recurrence or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the employee's control.

Q. Reinstatement:

- 1. **Restoration to Position:** When an employee returns from a leave under the CFRA, the employee will be restored to the position held when the leave began, or to a comparable position, with equivalent (i.e. virtually identical) employment benefits, pay, and other conditions of employment.

The duties of the position must be capable of being performed in the same or similar geographic location, and involve the same or substantially similar duties as the position held when leave began, with responsibilities that entail substantially equivalent skill, effort, responsibility.
- 2. **Denial of Restoration Rights:** The City may refuse to reinstate an employee to the employee's pre-leave position at the conclusion of a CFRA leave when the employee's position and any comparable position have ceased to exist because of legitimate business reasons unrelated to the employee's CFRA leave. In this case, the City shall reasonably accommodate the employee through alternative means that will not cause undue hardship to the City's operation. The City may

offer the employee any other position that is available and suitable. The City is not required to create new employment that would not otherwise be created, discharge or transfer another employee, or promote another employee who is not qualified to perform the job.

3. **Opportunity to Fulfill Missed Requirements:** If an employee is unable to attend a necessary course, renew a license, or is otherwise adversely affected in terms of fulfilling minimum requirements or qualifications for the position as a result of the CFRA leave the employee will be given a reasonable opportunity to fulfill those requirements or qualifications upon returning to work from CFRA leave.
4. **Accommodation Upon Returning from Leave:** Nothing in this section prevents the City from accommodating an employee's request for any change in shifts, schedule, position, or geographic location. Similarly, nothing in this section prohibits the City from offering a promotion to a better position, or from providing a reasonable accommodation pursuant to its obligations under the Americans with Disabilities Act and the Fair Employment and Housing Act.

IV. PREGNANCY DISABILITY LEAVE OR TRANSFER.

A. Eligibility and Duration:

1. Eligibility:

- a. Any employee who is disabled on account of pregnancy, childbirth, or related medical conditions may take a pregnancy-related disability leave, regardless of the number of hours worked or her length of employment with the City.
- b. An employee's pregnancy-related disability is not considered a serious health condition under the CFRA and is not counted against an employee's CFRA leave eligibility.

2. **Amount of Leave Entitlement:** An eligible employee may take a pregnancy-related disability leave for the period of disability, up to four months (an equivalent of 17 1/3 weeks). An employee is entitled to take off the number of days or hours that the employee would normally work during 17 1/3 weeks of employment. For example, an employee, who regularly works 40 hours per week is entitled to take 693 hours of leave, and an employee who regularly works 20 hours per week, would be entitled to 346.5 hours of leave.

3. **Temporary Transfer:** Any employee affected by conditions related to pregnancy, childbirth, or related medical conditions is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties upon the certification of the employee's health care provider that the transfer is medically advisable, if the transfer can be reasonably accommodated.

4. **Reasonable Accommodation:** The City will provide reasonable accommodation to an employee who is affected by pregnancy, childbirth or related medical conditions as required by law.

- ##### B. Use of Accrued Leave:
- An employee taking pregnancy-related disability leave must coordinate any available sick leave with her pregnancy-related disability leave. An employee taking pregnancy-related disability leave may, at her option, coordinate any other accumulated paid leaves, including, but not limited to, vacation time, holiday pay, compensatory time off, or management leave with her pregnancy-related disability leave.

The paid leave shall run concurrently with the pregnancy-related disability leave, and shall not extend the employee's entitlement to pregnancy-related disability leave beyond the amount specified in Section IV.A.2 of this Policy.

C. Notice: An employee should notify her supervisor of her need for pregnancy-related disability leave or transfer as soon as she is aware of the need for such leave.

1. **Foreseeable Events:** Where the need for pregnancy-related disability leave or transfer is foreseeable, the employee must provide at least 30 days' advance notice to the City of the need for pregnancy-related disability leave or transfer. If the leave or transfer is required in connection with any planned, non-emergency medical treatment or supervision, the employee shall consult with the City and make a reasonable effort to schedule any such planned medical treatment or supervision to minimize disruption to the City's operations, subject to the approval of the health care provider of the employee.
2. **Unforeseeable Events:** For non-emergency events that are not foreseeable 30 days in advance, or when 30 days' advance notice is not practicable, the employee must notify the City as soon as practicable under the circumstances, ordinarily within two business days after the employee learns of the need for leave.
3. **Notice of Intermittent Leave:** In the event that an employee requires intermittent pregnancy-related disability leave, she shall notify the City of the anticipated dates for the absences as much in advance as possible.
4. **Failure to Provide Notice:** If the employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to delay the employee's right to take the CFRA leave for up to 30 days after the date the employee provides notice of the need for pregnancy-related disability leave or transfer; provided, however, that the delay would not endanger the employee's health, pregnancy, or health of the employee's co-workers.

D. Contents of Notice or Request for Extension:

1. All requests for pregnancy-related disability leave or transfer should include the anticipated timing and duration of the leave or transfer and be sufficient to make the City aware that the employee requires a pregnancy-related disability leave or transfer. Any requests for extensions of a pregnancy-related disability leave or transfer must be received at least five business days before the date on which the employee was originally scheduled to return to work, where practicable, and must include the revised anticipated date(s) and duration of the pregnancy-related disability leave or transfer.
2. If the employee has exhausted her leave entitlement under Section IV.A.2., the City will evaluate on a case-by-case basis whether additional leave may be available as a reasonable accommodation; however, any such additional leave shall not be subject to the provisions of this Section IV.

E. Intermittent or Reduced Schedule Leave: Pregnancy-related disability leave can be taken on an intermittent or on a reduced schedule basis when medically advisable, as determined by the employee's health care provider. The minimum pregnancy-related disability leave increment that can be taken by an employee is fifteen minutes. If pregnancy-related disability is taken on an intermittent or reduced schedule basis and it is foreseeable based on planned medical treatment because of pregnancy, the City retains the discretion to temporarily transfer the employee to an alternative position, for which the

employee is qualified, with equivalent pay and benefits, which better accommodates the employee's leave schedule, but need not have equivalent duties.

- F. City Response to a Request for Pregnancy-Related Disability Leave or Transfer or Request for Extension:** Within five business days of an employee's request for pregnancy-related disability leave or transfer, the City shall provide the employee with a written Eligibility Notice, which shall conform to the provisions of Section III.M. The Eligibility Notice shall also inform the employee of her additional rights under the California PDL. If the employee has exhausted her leave entitlement under Section IV.A.2., the City will advise whether additional leave will be granted as a reasonable accommodation; however, any such additional leave shall not be subject to the provisions of this Section IV.

G. Medical Certification:

1. **Timing of Certification:** Any request for pregnancy-related disability leave or transfer must be supported by a medical certification from a health care provider.
 - a. For foreseeable pregnancy-related disability leaves or transfers, employees will provide the required medical certification before the leave/transfer begins. When this is not possible, employees must provide the required certification within 15 days, unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial or delay of foreseeable pregnancy-related disability leaves or transfers until such certification is provided.
 - b. In the case of unforeseeable leaves, failure to provide the required medical certification within 15 days of being requested to do so may result in a denial of the employee's continued leave until certification is eventually provided. Any request for an extension of the leave/transfer must also be supported by an updated certification.
2. **Contents of the Certification for Pregnancy-Related Leave:** Employees are encouraged to use the City's medical certification when requesting pregnancy-related disability leave to ensure that all pertinent information is obtained. The following information must be included: (1) date the employee became or will become disabled due to pregnancy; (2) the probable duration of the period or periods of disability; and (3) an explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, to the successful completion of her pregnancy, or to other persons.
3. **Contents of the Certification for Pregnancy-Related Transfers:** Employees are encouraged to use the City's medical certification when requesting pregnancy-related disability transfer to ensure that all pertinent information is obtained. The medical certification for pregnancy-related transfer shall include: (1) a description of the requested transfer or reasonable accommodation; (2) the date the need for the transfer or reasonable accommodation became medically advisable; (3) the probable duration of the need for the transfer or reasonable accommodation; and (4) an explanatory statement that, due to the disability, the transfer or reasonable accommodation is medically advisable.
4. **No Second/Third Opinions Allowed:** There will not be a second or third opinion regarding pregnancy-related disability leave or transfer.
5. **Return to Work Certification:** As a condition of restoration to her former position, an employee taking leave under the PDL is required to provide the City with

certification from her health care provider stating that she is able to resume her original job duties.

- H. **City's Designation of Leave:** Once an employee requests pregnancy-related disability leave or transfer, Talent Attraction and Development shall notify the employee in writing whether the requested leave or transfer is approved and qualifies as pregnancy-related disability leave or transfer. This designation shall comply with the provisions of Section III.O., and shall also inform the employee of any additional rights and obligations under the California Pregnancy Disability Leave Law.
- I. **Employment and Benefits Protection:** The provisions set forth in Section III.P. of this Policy regarding employment and benefits protection in connection with CFRA leave also apply to all pregnancy-related disability leaves, except that where the City's policy permits employees on paid leave and/or unpaid leave to accrue seniority, employees on paid and/or unpaid pregnancy-related disability leaves shall also accrue seniority.
- J. **Reinstatement:** Upon the completion of the employee's pregnancy-related disability leave or transfer period, and upon submission of the return to work notice, the employee shall be returned to the same position she previously held, or to a comparable position as permitted by law. However, for pregnancy-related disabilities, there is no reinstatement exception for key employees.

V. **MILITARY EXIGENCY LEAVE.**

The CFRA provides for military exigency leave. The City permits employees who have a covered military family member in the Armed Forces (including the National Guard or Reserves) to take up to twelve workweeks of CFRA leave due to a qualifying exigency resulting from the covered military family member's active military duty (or call to active duty status) in support of a contingency operation.

1. **Definitions:**

- a. **Armed Forces:** The Army, Navy, Air Force, Marine Corps, or Coast Guard, including the National Guard and Reserves.
- b. **Covered Active Duty or Call to Active-Duty Status:** One of the following:
 - i. For a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; or
 - ii. For a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation under a provision of law referred to in section 101(a)(13)(B) of Title 10, United States Code.
- c. **Covered Military Family Member:** An employee may take leave under CFRA for the employee's spouse, domestic partner, child or a parent who is a member of the Armed Forces and is on Covered Active Duty or Call to Active Duty Status.
- d. **Covered Military Family Member's Child:** The biological, adopted, or foster child, stepchild, legal ward, or child for whom the Military Family

Member stands *in loco parentis*, within the meaning of Section III.D. of this Policy, who is either under the age of 18 or who is aged 18 or older but incapable of self-care because of a physical or mental disability at the time leave under this Section V.A. is to commence.

- e. **Covered Military Family Member's Parent:** The biological, adoptive, step, or foster father or mother, or an individual who stood *in loco parentis*, within the meaning of Section III.D. of this Policy, to a Covered Military Family Member who was under 18 years of age.

2. **Qualifying Reasons for Military Exigency Leave:** Military exigency leave can be taken for the following non-medical, non-routine activities only:

- a. **Short-Notice Deployment Activities:** If a Covered Military Family Member receives seven or less calendar days' notice prior to the date of deployment, an employee may take CFRA leave to address any issue arising from an impending call or order to active duty in support of a contingency operation. The employee may take CFRA leave for up to seven days beginning on the date the Covered Military Family Member receives the notice of impending call or order to active duty.
- b. **Military Events and Related Activities:** An employee may take CFRA leave to attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty status of the Covered Military Family Member. An employee may also take CFRA leave to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or American Red Cross that are related to the active duty or call to active duty status of a Covered Military Family Member.
- c. **Childcare and School Activities:** An employee may take CFRA leave for the following reasons, if the reason is necessitated by the Covered Military Family Member's active duty or call to active duty status, or circumstances arising from it:
 - i. To make alternative childcare arrangements of a Covered Military Family Member's Child;
 - ii. To provide childcare for a Covered Military Family Member's Child on an urgent, immediate need basis, but not on a regular, routine, or everyday basis;
 - iii. To enroll in or transfer a Covered Military Family Member's Child in a new school or day care facility; and/or
 - iv. To attend meetings with staff at a school or day care facility, such as regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, for a Covered Military Family Member's Child.
- d. **Financial and Legal Arrangements:** An employee may take CFRA leave in order to make or update financial or legal arrangements to address the Covered Military Family Member's absence while on active duty or call to active duty status; and/or to act as the Covered Military Family Member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the

Covered Military Family Member is on active duty or call to active duty status (up to a period of 90 days following the termination of the Covered Military Family Member's active duty status).

- e. **Counseling Activities:** An employee may take CFRA leave to attend counseling, provided that:
 - i. The need for counseling arises from the Covered Military Family Member's active duty or call to active duty;
 - ii. Such counseling is provided by someone other than a health care provider; and
 - iii. The counseling is for the employee, the Covered Military Family Member, and/or the Covered Military Family Member's Child. (Note that if medical counseling is needed due to a serious health condition, the employee may be able to take CFRA leave under Section III instead.)
- f. **Rest and Recuperation Activities:** If a military member is granted short-term, temporary, rest and recuperation leave during the period of deployment, an employee may take CFRA leave to spend time with the military member. An employee may take CFRA leave for this purpose for up to fifteen calendar days for each instance of rest and recuperation, beginning on the date the Covered Military Family Member commences each instance of rest and recuperation leave.
- g. **Post-Deployment Activities:** An employee may take CFRA leave to attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following termination of the Covered Military Family Member's active duty status. An employee may also take CFRA leave to address issues that arise from the death of a Covered Military Family Member while on active duty status, such as meeting and recovering the body of, making funeral arrangements for, or attending funeral services for the Covered Military Family Member.
- h. **Parental Care:** An employee may take CFRA leave for care of a Covered Military Family Member's Parent who is incapable of self-care.
 - i. "Incapable of self-care" means that the individual requires active assistance to provide daily self-care in three or more of the following activities: caring appropriately for one's grooming and hygiene; bathing; dressing; eating; cooking; cleaning; shopping; taking public transportation; paying bills; maintaining a residence; using telephones and directories; using a post office; or other activities or instrumental activities of daily living.
 - ii. An employee may take parental care leave for the following purposes when the need arises from the covered active duty or call to active duty of the Covered Military Family Member:
 - A. To arrange for alternative care of the Covered Military Family Member's Parent from the existing care arrangement;

- B. To provide care for the Covered Military Family Member's Parent on an urgent, immediate need basis (as opposed to a routine, regular, or everyday basis);
 - C. To admit to or transfer to a care facility the Covered Military Family Member's Parent; or
 - D. To attend meetings with staff at a care facility, such as meetings with hospice or social service workers, that are not regular or routine.
- i. **Additional Activities:** An employee may take CFRA leave for another form of exigency, provided that:
 - i. The reason for the leave arises out of the Covered Military Family Member's active duty or call to active duty;
 - ii. The City and the employee mutually agree that such leave shall be considered taken for a qualifying exigency; and
 - iii. The City and employee mutually agree on the timing and duration of the leave.

3. **Employee Notice of Need for Military Exigency Leave.**

- a. **Timing of Notice:** Employees are required to give notice of the need for military exigency leave as soon as practicable under the circumstances.
- b. **Content of Notice:** Employees are required to provide the City with sufficient information, depending on the situation, to notify the City as to the anticipated timing and duration of the leave, that a Covered Military Family Member is on active duty or call to active duty status, and that one of the qualifying exigencies in Section V.2. is present.
- c. **Updates from Employee:** The employee is required to advise the City as soon as is practicable when the dates of leave or other circumstances change.

4. **City Response to Notice of Need for Military Exigency Leave:** The City will request any additional, necessary information needed to process the employee's request and will also follow the procedures set forth under Section III of this Policy in responding to an employee's notice that employee has a need for military exigency leave.

5. **Certification of Need for Military Exigency Leave:** The City will request certification of the employee's need for military exigency leave when it provides notice under Section III., and will provide the employee with a form to complete or an explanation of the information needed. Employees requesting military exigency leave for the first time for a particular active duty or call to active duty are also required to provide the City with a copy of the military member's active duty orders.

a. **Required Information for Certification:**

- i. A signed statement or description by the employee of the facts supporting the request for leave for one or more of the reasons set forth in Section V.2 and any available supporting written

documentation, including, but not limited to, meeting announcements, appointment confirmations, or a copy of a bill for services.

- ii. The approximate date on which the reason for the leave commenced, or will commence.
 - iii. The applicable timeframe.
 - A. If for a single, continuous period of time, the beginning and end dates for the employee's absence from work;
 - B. If on an intermittent or reduced schedule basis, the estimated frequency and duration of the employee's absences.
 - iv. For leave involving a meeting with a third party, appropriate contact information for the individual or entity, such as name, title, organization, address, telephone number, fax number, and email address, as well as a brief description of the purpose of the meeting.
 - v. For leave involving rest and recuperation activities, a copy of the Covered Military Family Member's Rest and Recuperation orders, or other documentation issued by the military indicating that the Covered Military Family Member has been granted Rest and Recuperation leave and identifying the dates of that Rest and Recuperation leave.
- b. **Timing of City's Notice of Required Certification:** The City will request the certification in accordance with the timeframes set forth in Section III.N. of this Policy.
- c. **Insufficient or Incomplete Certification:** Employees are required to provide a complete and sufficient certification. If an employee provides an incomplete or insufficient certification, the City will give the employee written notice of the deficiencies and seven calendar days to cure the deficiencies, unless seven days is not practicable, despite the employee's diligent, good faith efforts. The employee's leave may be denied if the employee fails to provide timely a required certification.
- d. **Verification of Certification:** The City may verify the employee's certification by contacting the appropriate Department of Defense unit to verify the military member is on active duty or call to active duty status. If the exigency involves meeting with a third party, the City may contact the entity or individual with whom the employee is meeting to verify the meeting or appointment schedule and the nature of the meeting. The City will not request additional information. No permission from the employee is required for such verification.

VI. EMPLOYEE RESPONSIBILITIES AND DUTY TO COOPERATE

Employees are expected to fully cooperate with the City in meeting the obligations and requirements set forth under this Policy, as well as those set forth in state law. An employee's cooperation includes, but is not limited to, timely completion of all requested forms and responding to all inquiries for additional information. Cooperation also requires that an employee respond to the City's inquiries for information to determine whether the employee is requesting leave under the CFRA or PDL. Employees are also required to consult with the City and make a reasonable effort to schedule foreseeable treatments so as to not unduly disrupt the City's operations. Employees on family care or medical leave will respond to the City's reasonable inquiries and keep the City updated as to the status of the employee's family care or medical leave.

Failure to cooperate with the City or failure to meet the employee's responsibilities may result in a delay in granting the employee's leave, a denial of leave, and/or a denial of the protections and benefits afforded by CFRA or PDL. Employees who have questions about their responsibilities under this Policy will direct their inquiries to Talent Attraction and Development.

CITY OF WILDOMAR
NOTICE OF ELIGIBILITY AND RIGHTS & RESPONSIBILITIES –
NON-PREGNANCY-RELATED LEAVE
(CALIFORNIA FAMILY RIGHTS ACT)

[Part A – NOTICE OF ELIGIBILITY]

TO: _____
Employee
FROM: _____
Name of Employer Representative
DATE: _____

On _____, you informed us _____ and/or provided us with a note from _____ dated _____ specifying that _____. Based on this information the City understands that you may be unable to work due to:

- _____ The birth of a child, or placement of a child with you for adoption or foster care;
- _____ Your own serious health condition;
- _____ Time during which you are needed to care for your ____ spouse; ____ domestic partner; ____ minor child; ____ adult child; ____ child of domestic partner; ____ parent or parent-in-law, ____ sibling, ____ grandparent, ____ grandchild due to their serious health condition.
- _____ A qualifying exigency arising out of the fact that your ____ spouse/domestic partner; ____ son or daughter; ____ parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- _____ Time during which you are needed to care for your ____ spouse; ____ son or daughter; ____ parent; or ____ next of kin who is a covered servicemember with a serious injury or illness.

Depending on the circumstances, your leave may qualify for CFRA.

This Notice is to inform you that you:

- _____ **Are** eligible for CFRA leave (see Part B below for Rights and Responsibilities).
- _____ **Are not** eligible for CFRA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
 - _____ You have not met the CFRA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately ____ months towards this requirement.
 - _____ You have not met the CFRA's 1,250-hours-worked requirement. As of the first date of requested leave, you will have worked approximately _____ hours towards this requirement.

[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING CFRA LEAVE]

As explained in Part A, you meet the eligibility requirements for taking CFRA leave. However, in order for us to determine whether your absence qualifies as CFRA leave we request the following information (only checked blanks apply):

- _____ Sufficient certification to support your request for CFRA leave. A certification form that sets forth the information necessary to support your request is enclosed.
- _____ Sufficient documentation to establish the required relationship between you and your family member.
- _____ Other information needed: _____

_____ No additional information requested

You must provide any requested information to HR Administrator Sherri Stanton by _____.

Once we obtain the information specified above, we will inform you, within 5 business days, whether your leave is approved, and if approved, whether it will be designated as CFRA leave, and count towards your CFRA leave entitlement. If sufficient information is not provided in a timely manner, your leave may be delayed or denied.

If we determine that your requested leave qualifies as CFRA leave, you will have the following **responsibilities** in connection with your CFRA leave (only checked blanks apply):

_____ You will be required to contact Sherri Stanton at (951) 677-7751 ext. 240 to make arrangements to continue to make your share of the premium payments on your health insurance benefits while you are on leave. You have a minimum 30-day grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during CFRA leave and recover these payments from you upon your return to work.

_____ You will be required to use your available sick _____ vacation _____ banked holiday _____ floating holiday _____ management leave _____ other(s) _____ during your CFRA absence. This means that you will receive your paid leave and the leave will also be considered protected CFRA leave and counted against your CFRA leave entitlement.

_____ While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every _____.

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated in Part A, you will be required to notify HR Administrator Sherri Stanton at (951) 677-7751 ext. 240 at least two workdays prior to the date you intend to report for work.

If we determine that your leave qualifies as CFRA leave you will have the following **rights** while on CFRA leave:

- You have a right under the CFRA for up to 12 weeks of unpaid leave in a 12-month period calculated as a "rolling" 12-month period measured backward from the date of any CFRA leave usage.

When medically necessary, leave may be taken on an intermittent or a reduced work schedule. If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks, and you must conclude the leave within one year of the birth or placement for adoption or foster care.

- Your health benefits must be maintained during any period of unpaid CFRA leave under the same conditions as if you continued to work.
- Except as otherwise provided by Section III.Q of the Policy, you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from CFRA-protected leave. (If your leave extends beyond the end of your CFRA entitlement, you do not have return rights under CFRA.)
- If you do not return to work following CFRA leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to CFRA leave; or 2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your CFRA leave.
- If we have not identified as a "responsibility" above that you must use accrued paid leave while taking your unpaid CFRA leave entitlement, you may choose to have sick _____ vacation _____ banked holiday _____ floating holiday _____ management leave _____ other(s) _____ run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid CFRA leave.

_____ For a copy of conditions applicable to sick/vacation/other leave usage please refer to _____ available at: _____.

_____ Applicable conditions for use of paid leave: _____

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT SHERRI STANTON AT (951) 677-7751 EXT. 240.

CITY OF WILDOMAR
CERTIFICATION OF HEALTH CARE PROVIDER FOR
EMPLOYEE'S SERIOUS HEALTH CONDITION
(CALIFORNIA FAMILY RIGHTS ACT/PREGNANCY DISABILITY LEAVE LAW)

SECTION I: For Completion by the EMPLOYER

Employer name and contact: **City of Wildomar**
Human Resources Department, Attn: Sherri Stanton
Phone: (951) 677-7751 ext. 240; FAX: (951) 514-2916

Employee's job title: _____

Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

The California Family Rights Act (CFRA), and Pregnancy Disability Leave Law (PDL) provide that an employer may require an employee seeking protections under one or more of the CFRA/PDL because of a need for leave due to a serious health condition or disability due to pregnancy to submit a timely, complete, and sufficient medical certification issued by the employee's health care provider. If requested by the City, your response is required to obtain or retain the benefit of CFRA/PDL-protected leave. Failure to provide sufficient detail may result in delay or denial of designation of your requested leave as CFRA/PDL-qualifying.

Please complete the information below and then have your health care provider complete Section III of this certification. The certification must be returned to the City's Human Resources Department on or before by close of business.

Your Name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under either the CFRA, or PDL. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine coverage.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by that law. To comply with the GINA, we ask that when you are responding to this request for medical information, **do not provide any genetic information** such as an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, or genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Limit your responses to the condition for which the employee is seeking leave and do not disclose diagnosis without the patient's permission. Space is provided for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name: _____

Type of practice / Medical specialty: _____

Business address: _____

Telephone () _____ **Fax ()** _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Was the patient admitted, or will the patient be admitted, for an overnight stay in a hospital, hospice, or residential medical care facility?

___ Yes If so, dates of admission: _____

___ No

PART A: MEDICAL FACTS (continued)

2. Date(s) you have treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition?

☐ Yes ☐ No

Was medication, other than over-the-counter medication, prescribed? ☐ Yes ☐ No.

Has the patient been referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)? ☐ Yes ☐ No

If so, state the nature of such treatments and expected duration of treatment:

3. Is the medical condition pregnancy? ☐ Yes. If so, expected delivery date: _____

☐ No

4. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the patient's essential functions or a job description, answer these questions based upon the patient's own description of his/her job functions.

Is the patient unable to perform any job functions due to the condition? ☐ Yes. ☐ No.

If so, identify the job functions the patient is unable to perform:

5. Describe other relevant medical facts, if any, related to the condition for which the patient seeks leave (such medical facts may include symptoms affecting the patient's ability to perform job functions; or any regimen of continuing treatment such as the use of specialized equipment. Do not specify diagnosis, other than pregnancy, unless permitted by the patient.):

PART B: AMOUNT OF LEAVE NEEDED

1. **Will the patient be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery?** ___ Yes ___ No.

If so, estimate the beginning and ending dates for the period of incapacity: _____

2. **Will the patient need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the patient's medical condition?** ___ Yes ___ No.

If so, are the treatments or the reduced number of hours of work medically necessary?
___ Yes ___ No.

Estimate **treatment schedule, if any**, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Estimate the **part-time or reduced work schedule the patient needs, if any**:

_____ hour(s) per day; _____ days per week from _____ through _____

3. **Will the condition cause episodic flare-ups periodically prevent the patient from performing his/her job functions?** ___ Yes ___ No.

Is it medically necessary for the patient to be absent from work during the flare-ups?

___ Yes ___ No. If so, explain: _____

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

[illegible]

Date _____

SECTION I: For Completion by the EMPLOYER

Employee's Name: _____

SECTION II: For Completion by the EMPLOYEE

Page 1 of 5

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the CFRA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine CFRA coverage.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by that law. To comply with the GINA, we ask that when you are responding to this request for medical information **do not provide any genetic information** such as an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, or genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Limit your responses to the condition for which the patient needs leave and **do not disclose underlying diagnosis without the patient's permission**. Space is provided for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's Name: _____

Business Address: _____

Telephone:(____) _____ **Fax:**(____) _____

PART A: MEDICAL FACTS

1. **Approximate Date Condition Commenced:** _____

Probable Duration of Condition: _____

Was the patient admitted, or will the patient be admitted, for an overnight stay in a hospital, hospice, or residential medical care facility?

___ Yes If so, dates of admission: _____

___ No

2. **Date(s) you treated the patient for condition:**

Will the patient need to have treatment visits at least twice per year due to the condition? ___ Yes ___ No

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)? ___ Yes ___ No. If so, state the nature of such treatments and expected duration of treatment:

PART A: MEDICAL FACTS (continued)

3. Is the medical condition pregnancy? ☐ No ☐ Yes. If so, expected delivery date: _____

4. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms or any regimen of continuing treatment such as the use of specialized equipment). Do not specify diagnosis without the consent of the patient:

PART B: AMOUNT OF CONTINUOUS CARE NEEDED FROM THE EMPLOYEE: Note: For purposes of this Part and Part C, a patient may be considered as "needing care" from the employee if one or more of the following circumstances apply. It need not be the case that the employee is the only individual or family member available to provide the care:

- The patient is unable to care for his/her own safety or basic medical, hygienic, or nutritional needs or safety;
- The patient is unable to transport himself/herself to treatment locations;
- The patient would benefit from psychological comfort and reassurance offered by the employee while receiving care at home or on an inpatient basis;
- The patient needs the employee's assistance in making changes for provision of care, such as transfer to a nursing home.

1. Will the patient need care from the employee for a single continuous period of time, including any time for treatment and recovery? ☐ No ☐ Yes.

If yes, estimate the beginning and ending dates for this period of time: _____

2. Will the patient require follow-up treatments, including any time for recovery? ☐ No ☐ Yes.

If yes, estimate treatment schedule, if any, and the expected period over which appointments will be needed. Include the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

PART C: AMOUNT OF INTERMITTENT CARE NEEDED FROM THE EMPLOYEE

Note: For purposes of this Part, a patient may be considered as needing intermittent care from the employee if one or more of the following circumstances apply:

- The serious injury/illness may have irregular flare-ups for which the employee is needed to provide care;
- The nature of arrangements made for the patient means that the need for participation by the employee in his/her care is intermittent, such as where other care is normally available, or where care responsibilities are shared with others.

1. Based on either of the above circumstances, will the employee be needed to provide care for the patient on an intermittent basis? ☐ No ☐ Yes

If yes, based on the patient's medical history and your knowledge of the medical condition, please estimate the approximate frequency and duration of the intermittent care that the patient may need over the next 6 months (e.g. once every 3 months lasting 1-2 days), or describe circumstances affecting frequency and duration:

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

Other circumstances affecting frequency and duration of the patient's need for care by the employee:_____

[illegible]

[illegible]

Date _____

CITY OF WILDOMAR
CERTIFICATION OF QUALIFYING EXIGENCY
FOR MILITARY FAMILY LEAVE

SECTION I: EMPLOYER INFORMATION

Employer name: **CITY OF WILDOMAR**

Contact Information: **Human Resources Department, Attn: Sherri Stanton**
Phone: (951) 677-7751 ext. 240; FAX: (951) 514-2916

SECTION II: EMPLOYEE INFORMATION

INSTRUCTIONS to the EMPLOYEE: Please complete Section II fully and completely. The CFRA permit the City to require that you submit a timely, complete, and sufficient certification to support a request for CFRA leave due to a qualifying exigency. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as "unknown," or "indeterminate" may not be sufficient to determine CFRA coverage. If requested by the City, your response is required to obtain or retain the benefit of CFRA-protected leave. Failure to provide sufficient detail may result in delay or denial of designation of your requested leave as CFRA-qualifying.

You must return this form to Human Resources Department on or before _____ by close of business. If you send by fax, please use a cover sheet marked "Confidential."

Employee Name: _____
First Middle Last

Name of covered military family member on active duty or call to active-duty status in support of a contingency operation:

First Middle Last

Relationship of covered military family member to you: _____

Period of covered military family member's active duty: _____

A complete and sufficient certification to support a request for CFRA leave due to a qualifying exigency includes written documentation confirming a covered military family member's active duty or call to active-duty status in support of a contingency operation. Please check one of the following:

_____ A copy of the covered military family member's active-duty orders is attached.

_____ Other documentation from the military certifying that the covered military family member is on active duty (or has been notified of an impending call to active duty), is attached.

_____ I have previously provided the City with sufficient written documentation confirming the covered military family member's active duty or call to active-duty status.

PART A: QUALIFYING REASON FOR LEAVE

1. Describe the reason you are requesting CFRA leave due to a qualifying exigency (including the specific reason you are requesting leave):

2. A complete and sufficient certification to support a request for CFRA leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming an appointment with a counselor or school official or staff at a care facility, or a copy of a bill for services for the handling of legal or financial affairs. Is written documentation supporting this request for leave attached?

☐ Yes ☐ No ☐ None Available

PART B: AMOUNT OF LEAVE NEEDED

1. Approximate date exigency commenced: _____

Probable duration of exigency: _____

2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency?
☐ Yes ☐ No

If yes, estimate the beginning and ending dates for the period of absence:

3. Will you need to be absent from work periodically to address this qualifying exigency? ☐ Yes ☐ No

Estimate schedule of leave, including the dates of any scheduled meetings or appointments:

Estimate the frequency and duration of each appointment, meeting, or leave event, including any travel time (*i.e.*, 1 deployment-related meeting every month lasting 4 hours):

Frequency: _____ times per _____ week(s) _____ months(s)

Duration: _____ hours _____ day(s) per event.

PART C: EXIGENCIES INVOLVING THIRD PARTIES

If leave is requested to meet with a third party (such as to arrange for childcare or parental care, to attend counseling, to attend meetings with school, childcare, or parental care providers, to make financial or legal arrangements, to act as the covered military family member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address, and appropriate contact information of the individual or entity with whom you are meeting (*i.e.*, either the telephone or fax number or email address of the individual or entity). This information may be used by the City to verify that the information contained on this form is accurate.

Name of Individual: _____ Title: _____

Organization: _____

Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

Describe nature of meeting: _____

PART D: EMPLOYEE CERTIFICATION

I certify that the information I provided above is true and correct.

Signature of Employee

Date

CITY OF WILDOMAR
DESIGNATION NOTICE – LEAVE OTHER THAN PREGNANCY-RELATED
(CALIFORNIA FAMILY RIGHTS ACT)

TO: _____
Employee
FROM: _____
Name of Employer Representative
DATE: _____

We have reviewed your request for leave under the California Family Rights Act ("CFRA") and any supporting documentation you have provided. We received your most recent information on _____ and have decided:

____ Your leave request is approved beginning _____ through _____. All leave taken for this reason will be designated as:

You are required to notify us as soon as practicable if dates of scheduled leave change, are extended, or were initially unknown. Based on the information you have provided to date; we are providing the following information about the amount of time that will be counted against your leave entitlement:

____ Provided there is no deviation from your anticipated leave schedule, the following number of ____ hours, ____ days, or ____ weeks will be counted against your leave entitlement: _____

____ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your leave entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the same 30-day period).

As of _____, you have accrued the following paid leave(s) in the amount(s) specified:

Sick ____ Vacation ____ Comp Time ____ Floating Holiday ____ Admin leave ____ Other(s) _____

____ You have requested to use the following paid leave(s) during your leave. Any paid leave taken for this reason will count against your leave entitlement and will be exhausted in the following specified order.

Sick ____ Vacation ____ Comp Time ____ Floating Holiday ____ Admin leave ____ Other(s) _____

____ We are requiring you to use the following paid leave(s) during your leave. Any paid leave taken for this reason will count against your leave entitlement and will be exhausted in the following specified order.

Sick ____ Vacation ____ Comp Time ____ Floating Holiday ____ Admin leave ____ Other(s) _____

____ You will be required to present a medical certification releasing you to work, with or without restrictions, to be restored to employment. If such certification is not received by _____, your return to work may be delayed until certification is provided. A list of the essential functions of your position ____ is ____ is not attached. If attached, the medical release must address your ability to perform these functions and also identify the restrictions, if any, to which you are subject in returning to work.

____ **The certification you have provided is not complete and sufficient to determine whether or not the CFRA applies to your request.** The following information is needed to determine whether your request is approved:

You must provide the requested information to [NAME] in Human Resources, by no later than _____
_____, or your leave may be delayed or denied.

____ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

____ **Your leave request is Not Approved because**

____ The CFRA does not apply to your leave request because:

_____.

____ You have exhausted your ☐ CFRA leave entitlement(s) in the applicable 12-month period.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT SHERRI STANTON
IN HUMAN RESOURCES AT (951) 677-7751 EXT. 240.

CITY OF WILDOMAR

**NOTICE OF ELIGIBILITY AND RIGHTS & RESPONSIBILITIES FOR PREGNANCY-RELATED LEAVE
(PREGNANCY DISABILITY LEAVE LAW)**

[PART A – NOTICE OF ELIGIBILITY]

TO: _____
Employee

FROM: _____
Name of Employer Representative

DATE: _____

On _____, you informed us that you need a leave of absence because you are or will be impaired by one or more conditions related to pregnancy, childbirth, or other related medical conditions, starting on _____ and continuing until _____.

This Notice is to inform you that you:

_____ **Are eligible for a Pregnancy Disability Leave (PDL)** (see Part B below for Rights and Responsibilities).

_____ **Are not eligible for PDL** due to a bona fide occupational qualification

_____ **Are not eligible for PDL** because you have exceeded the maximum PDL leave duration allowable by law (17 1/3 weeks)

[PART B-RIGHTS AND RESPONSIBILITIES FOR TAKING PDL]

Under the California Fair Employment and Housing Act, if you are disabled by pregnancy, childbirth, or related medical conditions, you are eligible to take a pregnancy disability leave. Time off needed for prenatal or postnatal care, severe morning sickness, doctor-ordered bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, childbirth, postpartum depression, loss or end of pregnancy, or recovery from childbirth or loss or end of pregnancy would all be covered.

If you are affected by pregnancy or a related medical condition, you are also eligible for reasonable accommodation, such as transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable. **Please check the appropriate box to advise whether you are interested in a pregnancy-related transfer or other reasonable accommodation.** ☐ Yes ☐ No.

As explained in Part A, you meet the eligibility requirements for taking PDL. However, in order for us to determine whether your absence qualifies as PDL leave we request the following information (only checked blanks apply):

_____ Sufficient certification to support your request for PDL leave. A certification form that sets forth the information necessary to support your request is enclosed.

_____ Other information needed: _____

_____ No additional information requested

You must provide any requested information to Human Resources within 15 calendar days or by

_____.

Once we obtain the information specified above, we will inform you, within 5 business days, whether your leave has been approved, and if so, whether your leave will be designated as PDL leave, and count towards your PDL/ leave entitlement. If sufficient information is not provided in a timely manner, designation of your leave as PDL -qualifying may be delayed or denied.

CONTINUED ON NEXT PAGE

If we determine that your requested leave qualifies as PDL leave, you will have the following **responsibilities** in connection with your PDL:

- _____ You will be required to contact **Human Resources at (951) 677-7751** to make arrangements to continue to make your share of the premium payments on your health insurance benefits while you are on leave. You have a minimum 30-day grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during PDL leave and recover these payments from you upon your return to work.
- _____ You will be required to use your available sick leave during your PDL absence. This means that you will receive your paid leave and the leave will also be considered protected PDL leave and counted against your PDL leave entitlement.
- _____ You will not be required to use your available sick leave.

If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on the first page of this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.

If we determine that your leave qualifies as PDL leave you will have the following **rights** while on PDL leave:

- You will have a right under the PDL for up to four months, or the working days in one-third of a year or 17 1/3 weeks, depending on your period of actual disability.
- PDL leave does not need to be taken in one continuous period of time but can be taken on an as-needed basis. When medically necessary, leave may be taken on an intermittent or a reduced work schedule.
- Your health benefits must be maintained under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from PDL-protected leave. (If your leave extends beyond the end of your PDL entitlement, you do not have return rights under PDL. However, within 1 year of delivery, you may be entitled to up to an additional 12 weeks for baby bonding under the California Family Rights Act. **Human Resources** can provide you with more information regarding your potential CFRA leave entitlement.)
- If you do not return to work following PDL leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle you to PDL or CFRA leave; 2) the use of up to 12 weeks of CFRA leave to which you are entitled for baby bonding; or 3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your PDL leave.
- If we have not informed you above that you have a "responsibility" to use accrued paid leave while taking your unpaid PDL leave entitlement, you have the right to have sick ____ vacation ____ banked holiday ____ floating holiday ____ management leave ____ other(s) _____ run concurrently with your unpaid leave entitlement, provided you meet any applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid PDL leave.

_____ For a copy of conditions applicable to sick/vacation/other leave usage please refer to _____
_____ available at: _____.

_____ Applicable conditions for use of paid leave: _____

**IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE
TO CONTACT HUMAN RESOURCES AT (951) 677-7751 EXT. 240.**

CITY OF WILDOMAR

**DESIGNATION NOTICE – PREGNANCY-RELATED LEAVE
(PREGNANCY DISABILITY LEAVE LAW)**

To: _____

Date: _____

We have reviewed your request for leave under the Pregnancy Disability Leave Law ("PDL") and any supporting documentation that you have provided. We received your most recent information on _____ and _____ have decided:

_____ **Your leave request is approved. All leave taken for this reason will be designated as PDL leave.**

You are required to notify us as soon as practicable if dates of scheduled leave change, are extended, or were initially unknown. Based on the information you have provided to date we are providing the following information about the amount of time that will be counted against your leave entitlement:

_____ Provided there is no deviation from your anticipated leave schedule, the following number of ☐ hours,
☐ days, or ☐ weeks will be counted against your leave entitlement: _____

_____ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your leave entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the same 30-day period).

To date, you have accrued the following paid leave(s) in the amount(s) specified:

Sick _____ Vacation _____ Banked Holiday _____ Floating Holiday _____ Mgmt. leave _____ Other(s) _____

_____ You have requested to use the following paid leave(s) during your leave. Any paid leave taken for this reason will count against your leave entitlement and will be exhausted in the following specified order:

Sick _____ Vacation _____ Banked Holiday _____ Floating Holiday _____ Mgmt. leave _____ Other(s) _____

_____ We are requiring you to sick leave during your leave. Any paid sick leave taken for this reason will count against your leave entitlement and will be exhausted accordingly.

_____ You will be required to present a medical certification that you are able to return to work, with or without restrictions, before you may be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position _____ **is** _____ **is not** attached. If attached, the medical certification must address your ability to perform these functions.

_____ **The certification you have provided is not complete and sufficient to determine whether or not the PDL applies.** The following information is needed to determine whether your request is approved:

You must provide the requested information to Human Resources within 15 calendar days or no later than _____, or your leave may be delayed or denied.

_____ **Your leave request is Not Approved because:**

_____ The PDL does not apply to your leave request because:

_____ You have exhausted your PDL leave for your current pregnancy.

**IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE
TO CONTACT HUMAN RESOURCES AT (951) 677-7751 EXT. 240.**

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.12
CONSENT CALENDAR
Meeting Date: April 13, 2022

TO: Mayor and City Council Members

FROM: Dan York, City Manager

SUBJECT: Establishment of Community Facilities District No. 2022-1 (Services)

STAFF REPORT

RECOMMENDATION:

That the City Council adopt the following Resolution:

RESOLUTION NO. 2022 - ____

RESOLUTION OF CITY COUNCIL OF THE CITY OF WILDOMAR DECLARING ITS INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX ON PROPERTY WITHIN THE DISTRICT TO PAY THE COSTS OF PROVIDING CERTAIN PUBLIC SERVICES

BACKGROUND:

CAL Hearthstone Lot Option Pool 01, L.P., as the land banking entity of Lennar Homes (the “Developer”), owns 20 gross acres of property in the City which is proposed to be developed into 136 single family residential homes. Such property is generally located on the southwestern corner of Elizabeth Lane and Bunny Trail. The Developer has requested that the City form a community facilities district (“CFD No. 2022-1” or the “District”) to encompass such property in accordance with the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), to finance the costs of certain maintenance and safety services through the levy of special taxes.

The Developer has requested that the boundaries of CFD No. 2022-1 include the area described in Attachment A of the Resolution of Intention to Establish CFD No. 2022-1 presented at this meeting (the “Resolution of Intention”), and that special taxes be levied within the boundaries of the District in accordance with the Rate and Method of Apportionment (the “RMA”) described in Attachment C to the Resolution of Intention. The Resolution of Intention is the first step in the process of forming CFD No. 2022-1. The attached Resolution declares the City’s intention to establish CFD No. 2022-1 and calls for a public hearing. A public hearing on the matter will take place on June 8, 2022, and at that time the Council will formally consider approval to form CFD No. 2022-1 and hold elections on the approval of the special taxes.

The current expectation is that additional territory will be annexed to the District in the future in accordance with the provisions of the Act. Any property so annexed will be subject to the special tax levy of the District to finance the maintenance and safety services.

FISCAL IMPACT

The Developer has made a deposit to pay for the costs of the formation proceedings which may be reimbursed to the Developer in accordance with a reimbursement agreement with the Developer. If established and subject to necessary Council and voter approvals, CFD No. 2022-1 will annually levy special taxes on all of the taxable property within the District in accordance with the RMA (as attached to the Resolution of Intention). Such special taxes will be used to pay for the costs of safety and maintenance services benefitting the property in the District and administration of the District.

The RMA provides that the annual special tax rates for maintenance services will be \$408 per unit for single family and multi-family residential property and \$5,267 for per acre for non-residential property.

The annual special tax rates for safety services are \$430 per unit for single family residential property and \$305 per unit for multi-family residential property.

The RMA also provides for a contingent special tax that will only be levied in the event that the applicable property owner association does not provide the required maintenance services. The annual special tax rates for contingent services will be \$264 per unit for single family and multi-family residential property and \$3,372 for per acre for non-residential property.

All of the special tax rates above will increase annually at the rates set forth in the RMA.

Submitted and Approved by:
Dan York
City Manager

ATTACHMENTS:

1. Resolution of Intention to Establish CFD 2022-1
2. Landowner Petition

RESOLUTION NO. _____

**RESOLUTION OF CITY COUNCIL OF THE CITY OF
WILDOMAR DECLARING ITS INTENTION TO ESTABLISH
COMMUNITY FACILITIES DISTRICT NO. 2022-1
(SERVICES) OF THE CITY OF WILDOMAR, TO
AUTHORIZE THE LEVY OF A SPECIAL TAX ON
PROPERTY WITHIN THE DISTRICT TO PAY THE COSTS
OF PROVIDING CERTAIN PUBLIC SERVICES**

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

WHEREAS, the City Council of the City (the “City Council”) desires to adopt this resolution of intention as provided in Section 53321 of the Government Code of the State of California to establish a community facilities district consisting of the territory described in Attachment “A” hereto and incorporated herein by this reference, which the City Council hereby determines shall be known as “Community Facilities District No. 2022-1 (Services) of the City of Wildomar” (“Community Facilities District No. 2022-1” or the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the “Act”) to (1) finance the services described in Attachment “B” hereto and incorporated herein by this reference (the “Services”), and (2) finance the expenses to be incurred in connection with forming and administering the District and financing the Services as described in the rate and method of apportionment and manner of collection of the special taxes attached hereto as Attachment “C” (the “Administrative Expenses”); and

WHEREAS, the City Council further intends to approve an estimate of the costs of the Services and the Administrative Expenses for Community Facilities District No. 2022-1; and

WHEREAS, it is the intention of the City Council to consider financing the Services and the Administrative Expenses through the formation of Community Facilities District No. 2022-1 and the levy of special taxes to pay for such Services and Administrative Expenses; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR
HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:**

Section 1. The above recitals are true and correct.

Section 2. A community facilities district is proposed to be established under the terms of the Act. It is further proposed that the boundaries of the community facilities district shall be the legal boundaries as depicted and described in Attachment “A” hereto, which boundaries shall, upon recordation of the boundary map for the District, include the

entirety of any parcel subject to taxation by the District, and as depicted on the map of the proposed Community Facilities District No. 2022-1 which is on file with the Clerk of the Board. The City Clerk is hereby directed to sign the original map of the District and record it with all proper endorsements thereon with the Assessor-County Clerk-Recorder of the County of Riverside within 15 days after the adoption of this resolution, all as required by Section 3111 of the Streets and Highways Code of the State of California.

Section 3. The name of the proposed community facilities district shall be "Community Facilities District No. 2022-1 (Services) of the City of Wildomar."

Section 4. The Services proposed to be provided for the benefit of Community Facilities District No. 2022-1 are public services as defined in the Act, and this City Council finds and determines that the Services to be financed are in addition to those provided in the territory of the District at the present time and do not supplant services already available within the territory of the District at the present time. The City Council hereby finds and determines that the description of the Services herein is sufficiently informative to allow taxpayers within the proposed District to understand what the funds of the District may be used to finance. The Administrative Expenses expected to be incurred are described in the rate and method of apportionment and manner of collection of the special taxes attached hereto as Attachment "C."

Section 5. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with the procedures contained in the Act a separate special tax, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and the Administrative Expenses. The rate and method of apportionment and manner of collection of the special taxes are described in detail in Attachment "C" attached hereto (the "Rate and Method"), which Attachment "C" is incorporated herein by this reference. Attachment "C" allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

Each of the special taxes for Services as set forth in the Rate and Method may be increased to the extent permitted in the Rate and Method. The special tax for Services may be levied for such period as the Services are needed, as further described in Attachment "C" hereto, provided that under no circumstances will such special tax be increased with respect to residential property as a consequence of delinquency or default by the owner of any other parcel or parcels within the District by more than ten percent.

The special taxes are based on the expected demand that each parcel of real property within proposed Community Facilities District No. 2022-1 will place on the Services. The City Council hereby determines that the proposed Services are necessary to meet the increased demand placed upon the City and the existing services in the City as a result of the development of the land proposed for inclusion in the District. The City Council hereby determines the Rate and Method set forth in Attachment "C" to be reasonable. The special tax is apportioned to each parcel on the foregoing basis

pursuant to Section 53325.3 of the Act and such special taxes are not on or based upon the value or ownership of real property.

Section 6. A public hearing (the "Hearing") on the establishment of the proposed Community Facilities District No. 2022-1, the proposed Rate and Method to finance the Services and the Administrative Expenses shall be held at 7:00 p.m., or as soon thereafter as practicable, on June 8, 2022, at the City Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California 92595. Should the City Council determine to form the District, a special election will be held to authorize the levy of the special taxes in accordance with the procedures contained in Government Code Section 53326. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the proposed District. Ballots for the special election may be distributed by mail or by personal service.

Section 7. The City Council does not intend to make any adjustment in property taxation pursuant to Sections 53313.6 and 53313.7 of the Act.

Section 8. At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within proposed Community Facilities District No. 2022-1, may appear and be heard.

Section 9. Each City officer who is or will be responsible for administering the proposed Community Facilities District No. 2022-1, if it is established, is hereby directed to study the proposed District and, at or before the time of the above-mentioned Hearing, file a report with the City Council containing a brief description of services by type which will in his or her opinion be required to meet adequately the needs of Community Facilities District No. 2022-1 and an estimate of the cost of providing those services, and an estimate of the fair and reasonable cost of Administrative Expenses to be incurred.

Section 10. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in creating Community Facilities District No. 2022-1. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

Section 11. The City Clerk is hereby directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of proposed Community Facilities District No. 2022-1. The City Clerk is further directed to mail a copy of the Notice to each landowner within the boundaries of the District at least 15 days prior to the Hearing. The Notice shall contain the text or a summary of this Resolution, the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a

description of the protest rights of the registered voters and landowners in the proposed district and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 12. This Resolution shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 13th day of April, 2022.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales, CMC
City Clerk

A-1

A-1

The property in the District is described as follows:

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

Assessor Parcel Number: 380-250-049

ATTACHMENT B

Types of Services to be Financed by Community Facilities District No. 2022-1 (Services) of the City of Wildomar

The services which may be financed with proceeds of the special tax of CFD No. 2022-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance, servicing; or both of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2022-1; as well as local roads within residential subdivisions located within CFD No. 2022-1; and any portions adjacent to the properties within CFD No. 2022-1; and

(d) police protection services, including but not limited to criminal justice services, and fire protection and suppression services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services shall be limited to those provided within the boundaries of CFD No. 2022-1 or for the benefit of the properties within the boundaries of CFD No. 2022-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2022-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2022-1 before CFD No. 2022-1 was created.

ATTACHMENT C

RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR

Special Taxes (defined below) shall be levied on and collected from each Assessor's Parcel (defined below) in Community Facilities District No. 2022-1 (Services) of the City of Wildomar (the "CFD No. 2022-1" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2022, in an amount determined by the City Council of the City of Wildomar, acting ex officio as the legislative body of CFD No. 2022-1, by applying the rates and method of apportionment set forth below. All of the real property in CFD No. 2022-1, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

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

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on any Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2022-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2022-1, or any designee thereof associated with fulfilling the CFD No. 2022-1 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2022-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-1 for any other administrative purposes of CFD No. 2022-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means the City Manager of the City of Wildomar, or his or her designee.

"Approved Property" means all Assessor's Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 of preceding the Fiscal Year in which the Special Tax is being levied and for which no building permit for new

construction has been issued on or prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Assessor’s Parcel” means a lot or parcel of land that is identifiable by an Assessor’s Parcel Number by the County Assessor of the County of Riverside.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means that identification number assigned to a parcel by the County Assessor of the County.

“Building Permit” means the first legal document issued by the City giving official permission for new construction. For purposes of this definition, “Building Permit” may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor’s Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator

“Building Square Footage” or **“BSF”** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Taxable Property after issuance of a building permit for expansion or renovation of such building.

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

“CFD” or **“CFD No. 2022-1”** means Community Facilities District No. 2022-1 (Services) of the City of Wildomar.

“City” means the City of Wildomar.

“Contingent Services” means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(3) that a Property Owners’ Association fails to adequately provide such services.

“County” means the County of Riverside.

“Developed Property” means all Assessor’s Parcels that: (i) are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) have an Assessor’s Parcel Number from the County shown on an Assessor’s Parcel Map for the individual lot included on the Final Map, and (iii) a Building Permit for new construction was issued on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Exempt Property” means all Assessors’ Parcels designated as being exempt from the Special Tax as provided for in Section G.

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

“Fiscal Year” means the period from and including July 1st of any year to and including the following June 30th.

“Land Use Category” or **“LUC”** means, any of the categories contained in Section B hereof to which an Assessor’s Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor’s Parcel as of March 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Maximum Special Tax” means the Maximum Special Tax A, Maximum Special Tax B, and/or Maximum Special Tax C (Contingent), as applicable.

“Maximum Special Tax A” means the Maximum Special Tax A, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor’s Parcel within CFD No. 2022-1.

“Maximum Special Tax B” means the Maximum Special Tax B, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor’s Parcel within CFD No. 2022-1.

“Maximum Special Tax C (Contingent)” means for each Assessor’s Parcel and each Fiscal Year, the maximum Special Tax C (Contingent), as determined in accordance with Section C below that can be levied on such Assessor’s Parcel in such Fiscal Year.

“Multi-Family Residential Property” or **“MFR”** means any Assessor’s Parcel of residential property that consists of a building or buildings comprised of attached Residential Units available for rental, but not purchase, by the general public and under common management.

“Non-Residential Property” or **“NR”** means, all Assessor’s Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor’s Parcel is Non-Residential Property.

“Property Owner’s Association” or **“POA”** means the property owner’s association or homeowner’s association established to maintain certain services within a Tax Zone.

“Proportionately” means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual

Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

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

“Residential Property” means all Assessor’s Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

“RMA” means this Rate and Method of Apportionment of Special Taxes.

“Service(s)” means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed.

“Single Family Residential Property” or “SFR” means any residential property that consists of a building comprised of attached or detached residential units available for purchase or rent by the general public.

“Special Tax(es)” means the Special Tax A and/or Special Tax B and/or Special Tax C (Contingent) to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property.

“Special Tax A” means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax A Requirement.

“Special Tax A Requirement” means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads, and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for bonds or other forms of indebtedness.

“Special Tax B” means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property to fund the Special Tax B Requirement.

“Special Tax B Requirement” means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal

Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) fire protection and suppression services, (iii) fund an operating reserve for the costs of Services as determined by the Administrator, and (iv) Administrative Expenses. Under no circumstances shall the Special Tax B Requirement include funds for bonds or other forms of indebtedness.

“Special Tax C (Contingent)” means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax C (Contingent) Requirement, if required.

“Special Tax C (Contingent) Requirement” means that amount required in any Fiscal Year, if the POA is unable to maintain the Contingent Service(s) to: (i) pay the costs of Contingent Services incurred or otherwise payable in the Calendar Year commencing in such Fiscal Year; (ii) fund an operating reserve for the costs of Contingent Services as determined by the Administrator; less a credit for funds available to reduce the annual Special Tax C (Contingent) levy as determined by the Administrator. Under no circumstances shall the Special Tax C (Contingent) Requirement include funds for bonds or other forms of indebtedness.

“Taxable Property” means all Assessor’s Parcels within CFD No. 2022-1, which are not Exempt Property.

“Taxable Unit” means a Residential Unit, Building Square Footage, or an Acre.

“Tax Zone” means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax.

“Tax Zone Original” means the geographic area the specific area identified on the CFD Boundary Map as Tax Zone Original.

“Tract(s)” means an area of land within a subdivision identified by a particular tract number on a Final Map approved for the subdivision.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor’s Parcels of Taxable Property within CFD No. 2022-1 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor’s Parcels of Developed Property and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

C. MAXIMUM SPECIAL TAX RATES

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax A and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as each annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcels, the Special Tax A, Special Tax B, and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the applicable Tax Zone below or as included in Appendix A as each annexation occurs.

1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this RMA shall be updated to reflect the Maximum Special Tax A for Developed Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Developed Property for such Tract or Tracts as specified in such updated Appendix A for the annexed property which shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2022-2023 for a Residential Unit of Developed Property within the Tax Zone Original are identified in Table 1 below:

**TABLE 1
MAXIMUM SPECIAL TAX A RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023**

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	\$408
		Multi-Family Residential Property	RU	\$408
		Non-Residential Property	Acre	\$5,267

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property in Table 2 is specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, the Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax A for Approved Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per Residential Unit for Approved Property within Tax Zone Original is identified in Table 2 below:

**TABLE 2
MAXIMUM SPECIAL TAX A RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023**

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	\$408
		Multi-Family Residential Property	RU	\$408
		Non-Residential Property	Acre	\$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method adopted shall be updated to reflect the Maximum Special Tax A for Undeveloped Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per acre of Undeveloped Property within Tax Zone Original is identified in Table 3 below:

**TABLE 3
MAXIMUM SPECIAL TAX A RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023**

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Acre	\$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B

The Special Tax B is an annual Special Tax that shall be levied on Developed Property to fund the Special Tax B Requirement.

a. Developed Property

(i) Maximum Special Tax B

The Maximum Special Tax B for Fiscal Year 2022-2023 for each Land Use Category within Tax Zone Original is shown in Table 4. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax B for the Tract or Tracts annexed and the Special Tax B shall be levied up to the Maximum Special Tax B for Developed Property for such Tract or Tracts as specified in such updated Appendix A.

**TABLE 4
MAXIMUM SPECIAL TAX B RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023**

Land Use Category	Unit	Maximum Special Tax B
Single Family Residential Property	RU	\$430
Multi-Family Residential Property	RU	\$305

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

The Special Tax B shall not be levied on Approved or Undeveloped Property.

3. Special Tax C (Contingent)

The City Council shall levy Special Tax C (Contingent) only in the event the POA defaults in its obligation to maintain the Contingent Services, which default shall be deemed to have occurred, as determined by the Administrator, in each of the following circumstances:

- (a) The POA files for bankruptcy;
- (b) The POA is dissolved;
- (c) The POA ceases to levy annual assessments for the Contingent Services; or
- (d) The POA fails to provide the Contingent Services at the same level as the City provides similar services and maintains similar improvements throughout the City and within ninety (90) days after written notice from the

City, or such longer period permitted by the City Manager, fails to remedy the deficiency to the reasonable satisfaction of the City Council.

a. Developed Property

(i) Maximum Special Tax C (Contingent)

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Taxable Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Developed Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 5 below:

**TABLE 5
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023**

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	\$261
		Multi-Family Residential Property	RU	\$261
		Non-Residential Property	Acre	\$3,372

(ii) Increase in the Maximum Special Tax C (Contingent)

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax C (Contingent) that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax C (Contingent) that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of

property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 6 below:

**TABLE 6
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023**

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36299	Single Family Residential Property	RU	\$261
		Multi-Family Residential Property	RU	\$261
		Non-Residential Property	Acre	\$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 7 below:

TABLE 7
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36299	Acre	\$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year in which Special Tax A is authorized to be levied, the Council shall determine the Special Tax A Requirement and shall levy the Special Tax A on all Assessor's Parcels of Taxable Property until the aggregate amount of Special Tax A equals the Special Tax A Requirement. The Special Tax A shall be levied for each Fiscal Year within each Tax Zone as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

2. Special Tax B

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the Council shall determine the Special Tax B Requirement and shall levy the Special Tax B until the aggregate amount of Special Tax B equals the Special Tax B Requirement.

The Special Tax B shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B to satisfy the Special Tax B Requirement.

3. Special Tax C (Contingent)

Commencing with the first Fiscal Year in which Special Tax C (Contingent) is authorized to be levied and for each following Fiscal Year, the City Council shall determine the Special Tax C (Contingent) Requirement for each Tax Zone, if any, and shall levy the Special Tax on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax C (Contingent) equals the Special Tax C (Contingent) Requirement for such Tax Zone. The Special Tax C (Contingent) shall be levied for each Fiscal Year as follows:

First: The Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax C (Contingent) to satisfy the Special Tax C (Contingent) Requirement;

Second: If additional moneys are needed to satisfy the Special Tax C (Contingent) Requirement after the first step has been completed, the Special Tax C (Contingent) shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax C (Contingent) for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax C (Contingent) Requirement after the first two steps has been completed, the Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax C (Contingent) for Undeveloped Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2022-1 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed.

F. TERM OF SPECIAL TAX

For each Fiscal Year, the Special Taxes shall be levied as long as the Services are being provided.

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2022-1, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their

utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; or (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator. No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for CFD No. 2022-1, is an Exempt Property.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax(es) that is disputed. A representative(s) of CFD No. 2022-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax(es) shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2022-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

APPENDIX A

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

TAX ZONE ORIGINAL FY 2022-2023 MAXIMUM SPECIAL TAX RATES

Taxable Property	Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)
Developed Property	Single Family Residential	RU	\$408	\$430	\$261
Approved Property	Single Family Residential	RU	\$408	N/A	\$261
Undeveloped Property	N/A	Acre	\$5,267	N/A	\$3,372

MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE

FOR DEVELOPED PROPERTY

Tax Zone	Fiscal Year Included	Tract	No. of Taxable Units	LU C	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)	Subdivider
Original	2022-23	TR 36299	136	SF R	RU	\$408	\$430	\$261	Lennar Homes

ESCALATION OF MAXIMUM SPECIAL TAXES

Maximum Special Tax A - On each July 1, the Maximum Special Tax A for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

Maximum Special Tax B - On each July 1, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

Maximum Special Tax C (Contingent) - On each July 1, the Maximum Special Tax C (Contingent) for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

PETITION TO THE CITY COUNCIL OF THE CITY OF
WILDOMAR REQUESTING INSTITUTION OF PROCEEDINGS
FOR ESTABLISHMENT OF A COMMUNITY FACILITIES
DISTRICT (COMMUNITY FACILITIES DISTRICT NO. 2022-1
(SERVICES) OF THE CITY OF WILDOMAR)

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

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

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

4. The Owner requests that the proposed District be used to finance the services described in Exhibit C hereto (the "Services") and the expenses to be incurred in connection with forming and administering the District and financing the Services (the "Administrative Expenses").

5. The Owner further requests that the City Council authorize the levy of special taxes in the District to pay the costs of the Services and Administrative Expenses.


Dated: February 18, 2022

CAL HEARTHSTONE LOT OPTION POOL 01, L.P.,
a Delaware limited partnership

By: Cal Hearthstone PBLO GP, LLC,
a Delaware limited liability company,
its General Partner

By: Cal Hearthstone Public Builder Lot Option, LLC,
a Delaware limited liability company,
its Sole Member

By: Hearthstone Professionals – CS, L.P.,
a Delaware limited partnership,
its Member Manager

By: 

Steven C. Porath
Authorized Person

EXHIBIT A

BOUNDARY MAP

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

SHEET 1 OF 1 SHEET

RECORDED THIS ____ DAY OF ____ 20 ____ AT
THE HOUR OF ____ O'CLOCK ____ M IN BOOK
PAGE ____ OF MAPS OF ASSESSMENT AND COMMUNITY
FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY
RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA.

FEE: ____ NO.: ____
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: ____
DEPUTY

LEGEND
--- CFD BOUNDARY
--- PARCEL LINE
--- CITY BOUNDARY
XXX-XXXXXX ASSESSOR PARCEL NUMBER
☐ TAX ZONE - ORIGINAL

380-250-049

BUNNY TRAIL LN
ELIZABETH LN
JANA LN
PRELIPP RD

0 250 500 1,000 Feet

THIS BOUNDARY MAP CORRECTLY SHOWS THE BOUNDARIES
OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS
CONCERNING THE LINES AND DIMENSIONS OF LOTS OR
PARCEL REFER TO THE COUNTY ASSESSOR'S MAPS FOR
FISCAL YEAR 2022-23.

CITY CLERK
CITY OF WILDOMAR

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

CITY CLERK
CITY OF WILDOMAR

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2022-1
(SERVICES), OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE
OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL
OF THE CITY OF WILDOMAR AT A REGULAR MEETING
THEREOF, HELD ON ____ DAY OF ____ 20 ____
BY RESOLUTION NO. ____

WILDOMAR
CFD 2022-1

EXHIBIT B

LEGAL DESCRIPTION

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

Assessor Parcel Number: 380-250-049

EXHIBIT C

Types of Services to be Financed by Community Facilities District No. 2022-1 (Services) of the City of Wildomar

The services which may be financed with proceeds of the special tax of CFD No. 2022-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance, servicing; or both of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2022-1; as well as local roads within residential subdivisions located within CFD No. 2022-1; and any portions adjacent to the properties within CFD No. 2022-1; and

(d) police protection services, including but not limited to criminal justice services, and fire protection and suppression services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services shall be limited to those provided within the boundaries of CFD No. 2022-1 or for the benefit of the properties within the boundaries of CFD No. 2022-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2022-1 only to the extent that they are in

addition to those provided in the territory of CFD No. 2022-1 before CFD No. 2022-1 was created.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.13
CONSENT CALENDAR
Meeting Date: April 13, 2022

TO: Mayor and City Council Members

FROM: Dan York, City Manager

SUBJECT: Establishment of Community Facilities District No. 2022-2 (Horizon Place)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt the following Resolutions:

RESOLUTION NO. 2022 - __

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2022-2 (HORIZON PLACE) OF THE CITY OF WILDOMAR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COSTS OF ACQUIRING OR CONSTRUCTING CERTAIN FACILITIES AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS

And

RESOLUTION NO. 2022 - __

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF WILDOMAR TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED \$10,000,000 WITHIN PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2022-2 (HORIZON PLACE) OF THE CITY OF WILDOMAR

BACKGROUND:

CAL Hearthstone Lot Option Pool 01, L.P., as the land banking entity of Lennar Homes (the “Developer”), owns 20 gross acres of property in the City which is proposed to be developed into 136 single family residential homes. Such property is generally located on the southwestern corner of Elizabeth Lane and Bunny Trail. The Developer has requested that the City form a community facilities district (“CFD No. 2022-2” or the “District”) to encompass such property in accordance with the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), to finance the costs of certain public improvements through the levy of a special tax and the issuance of bonds. The maximum amount of bonded indebtedness proposed is \$10 million.

The Developer has requested that the boundaries of CFD No. 2022-2 include the area described in Attachment A of the Resolution of Intention to Establish CFD No. 2022-2 presented at this meeting (the “Resolution of Intention”), and that special taxes be levied within the boundaries of the District in accordance with the Rate

and Method of Apportionment (the “RMA”) described in Attachment C to the Resolution of Intention. The Resolution of Intention is the first step in the process of forming CFD No. 2022-2. The attached Resolutions declare the City’s intention to establish CFD No. 2022-2, its intention to incur bonded indebtedness by CFD No. 2022-2, and calls for a public hearing. A public hearing on the matter will take place on June 8, 2022, and at that time the Council will formally consider approval to form CFD No. 2022-2, and hold elections on the approval of the special taxes and the need to incur bonded indebtedness within CFD No. 2022-2.

FISCAL IMPACT

The Developer has made a deposit to pay for the costs of the formation proceedings which may be reimbursed to the Developer in accordance with a reimbursement agreement with the Developer. If established and subject to necessary Council and voter approvals, CFD No. 2022-2 will annually levy special taxes on all of the taxable property within the District in accordance with the RMA (as attached to the Resolution of Intention). Such special taxes will be used to pay for the costs of facilities, debt service on bonds and administration of CFD No. 2022-2. Any bonds issued by CFD No. 2022-2 are not obligations of the City and will be secured solely by the special taxes levied within CFD No. 2022-2.

The RMA provides that the annual special tax rates will range from \$2,963 for home sizes less than 1,400 square feet to \$3,300 for home sizes greater than 1,600 square feet, which rates escalate at 2% per year.

Submitted and Approved by
Dan York
City Manager

ATTACHMENTS:

1. Resolution of Intention to Establish CFD 2022-2
2. Resolution of Intention to Incur Debt
3. Landowner Petition
4. Reimbursement Agreement

RESOLUTION NO. 2022-__

**RESOLUTION OF INTENTION OF THE CITY COUNCIL OF
THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY
FACILITIES DISTRICT NO. 2022-2 (HORIZON PLACE) OF
THE CITY OF WILDOMAR, TO AUTHORIZE THE LEVY OF
A SPECIAL TAX TO PAY THE COSTS OF ACQUIRING OR
CONSTRUCTING CERTAIN FACILITIES AND TO PAY
DEBT SERVICE ON BONDED INDEBTEDNESS**

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

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

WHEREAS, the City Council further intends to approve an estimate of the costs of the Facilities and the Incidental Expenses for Community Facilities District No. 2022-2; and

WHEREAS, it is the intention of the City Council to consider financing the Facilities and the Incidental Expenses through the formation of Community Facilities District No. 2022-2 and the issuance of bonded indebtedness in an amount not to exceed \$10,000,000 with respect to the Facilities and the Incidental Expenses and the levy of a special tax to pay for the Facilities and the Incidental Expenses (the “Special Tax”) and to pay debt service on the bonded indebtedness, provided that the bond sale and such Special Tax levy are approved at an election to be held within the boundaries of Community Facilities District No. 2022-2;

WHEREAS, the City desires to enter into a reimbursement agreement with Lennar Homes of California, LLC, a California limited liability company (the “Developer”), the form of which is on file with the City Clerk (the “Reimbursement Agreement”), to provide for the

reimbursement of certain amounts advanced by the Developer in connection with the formation of the District;

WHEREAS, the District and the Developer propose to enter into joint community facilities agreements (the “JCFAs”) with each of Elsinore Valley Municipal Water District (the “Water District”) and Lake Elsinore Unified School District (the “School District”) relating to certain facilities proposed to be financed by the District and owned and operated by the Water District and the School District, as applicable, and the District expects to enter into the JCFAs prior to the approval of the issuance of bonds pursuant to the Act.

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

Section 1. The above recitals are true and correct.

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

Section 3. The name of the proposed community facilities district shall be “Community Facilities District No. 2022-2 (Horizon Place) of the City of Wildomar.”

Section 4. The Facilities proposed to be provided within Community Facilities District No. 2022-2 are public facilities as defined in the Act, which the City, the Water District, with respect to certain water and sewer facilities, and the School District, with respect to certain school facilities, are authorized by law to construct, acquire, own and operate. The City Council hereby finds and determines that the description of the Facilities herein is sufficiently informative to allow taxpayers within the proposed District to understand what the funds of the District may be used to finance. The Incidental Expenses expected to be incurred include the cost of planning and designing the Facilities, the costs of forming the District, issuing bonds and levying and collecting the Special Tax within the proposed District. The Facilities may be acquired from one or more of the property owners within the District as completed public improvements or may be constructed from bond or Special Tax proceeds.

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

purchase arrangement if the District hereafter determines that such arrangement is of benefit to the District.

Section 5. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with the procedures contained in the Act the Special Tax, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for: (i) the Facilities and Incidental Expenses; and (ii) the principal and interest and other periodic costs on bonds or other indebtedness issued to finance the Facilities and Incidental Expenses, including the establishment and replenishment of any reserve funds deemed necessary by the District, and any remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash). The rate and method of apportionment and manner of collection of the Special Tax are described in detail in Attachment "C" attached hereto, which Attachment "C" is incorporated herein by this reference. Attachment "C" allows each landowner within the District to estimate the maximum amount of the Special Tax that may be levied against each parcel. In the first year in which such Special Tax is levied, the levy shall include an amount sufficient to repay to the District all amounts, if any, transferred to the District pursuant to Section 53314 of the Act and interest thereon.

If the Special Tax is levied against any parcel used for private residential purposes, (i) the maximum Special Tax rate shall be specified as a dollar amount which shall be calculated and established not later than the date on which the parcel is first subject to the Special Tax because of its use for private residential purposes and shall not be increased over time, except as set forth in Attachment "C" hereto, (ii) such Special Tax not shall be levied after fiscal year 2062-63, as described in Attachment "C" hereto, and (iii) under no circumstances will the Special Tax levied in any fiscal year against any such parcel used for private residential uses be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the District by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

The Special Tax is based on the expected demand that each parcel of real property within proposed Community Facilities District No. 2022-2 will place on the Facilities and on the benefit that each parcel derives from the right to access the Facilities. The City Council hereby determines that the proposed Facilities are necessary to meet the increased demand placed upon the City and the existing infrastructure in the City as a result of the development of the land proposed for inclusion in the District. The City Council hereby determines the rate and method of apportionment of the special tax with respect to the Special Tax set forth in Attachment "C" to be reasonable. The Special Tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not on or based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2022-2 shall become for any reason exempt, wholly or partially, from the levy of the Special Tax specified on Attachment "C," the City Council shall, on behalf of Community Facilities District No. 2022-2, cause the levy to be increased, subject to the limitation of the maximum Special Tax for a parcel as set forth in Attachment "C," to the extent necessary upon the remaining

property within proposed Community Facilities District No. 2022-2 which is not exempt in order to yield the Special Tax revenues required for the purposes described in this Section 5. The obligation to pay the Special Tax may be prepaid only as set forth in Section G of Attachment "C" hereto.

Section 6. A public hearing (the "Hearing") on the establishment of the proposed Community Facilities District No. 2022-2, the proposed rate and method of apportionment of the Special Tax and the proposed issuance of bonds to finance the Facilities and the Incidental Expenses shall be held at 6:00 p.m., or as soon thereafter as practicable, on June 8, 2022, at the City Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California 92595. Should the City Council determine to form the District, a special election will be held to authorize the issuance of the bonds and the levy of the Special Tax in accordance with the procedures contained in Government Code Section 53326. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the proposed District. Ballots for the special election may be distributed by mail or by personal service.

Section 7. At the time and place set forth above for the Hearing, the City Council will receive testimony as to whether the proposed Community Facilities District No. 2022-2 shall be established and as to the method of apportionment of the special tax and shall consider:

(a) if an ad valorem property tax is currently being levied on property within proposed Community Facilities District No. 2022-2 for the exclusive purpose of paying principal of or interest on bonds, lease payments or other indebtedness incurred to finance construction of capital facilities; and

(b) if the capital facilities to be financed and constructed by Community Facilities District No. 2022-2 will provide the same services as were provided by the capital facilities mentioned in subsection (a); and

(c) if the City Council makes the findings specified in subsections (a) and (b) above, it will consider appropriate action to determine whether the total annual amount of ad valorem property tax revenue due from parcels within Community Facilities District No. 2022-2, for purposes of paying principal and interest on the debt identified in subsection (a) above, shall not be increased after the date on which Community Facilities District No. 2022-2 is established, or after a later date determined by the City Council with the concurrence of the legislative body which levied the property tax in question.

Section 8. At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within proposed Community Facilities District No. 2022-2, may appear and be heard.

Section 9. Each City officer who is or will be responsible for providing the Facilities within proposed Community Facilities District No. 2022-2, if it is established, is hereby

directed to study the proposed District and, at or before the time of the above-mentioned Hearing, file a report with the City Council containing a brief description of the public facilities by type which will in his or her opinion be required to meet adequately the needs of Community Facilities District No. 2022-2 and an estimate of the cost of providing those public facilities, including the cost of environmental evaluations of such facilities and an estimate of the fair and reasonable cost of any Incidental Expenses to be incurred.

Section 10. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in creating Community Facilities District No. 2022-2. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

Section 11. The City Clerk is hereby directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of proposed Community Facilities District No. 2022-2. The City Clerk is further directed to mail a copy of the Notice to each of the landowners within the boundaries of the District at least 15 days prior to the Hearing. The Notice shall contain the text or a summary of this Resolution, the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed district and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 12. The reasonably expected maximum principal amount of the bonded indebtedness to be incurred by the District for the Facilities and Incidental Expenses is Ten Million Dollars (\$10,000,000).

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

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

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

PASSED, APPROVED AND ADOPTED this 13th day of April, 2022.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales, CMC
City Clerk

ATTACHMENT A

BOUNDARY MAP

PROPOSED BOUNDARY MAP
COMMUNITY FACILITIES DISTRICT NO. 2022-2
(HORIZON PLACE)
OF THE CITY OF WILDOMAR,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 1 SHEET

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2022-2 (HORIZON PLACE) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON ____ DAY OF ____ 20____ BY RESOLUTION NO. ____.

CITY CLERK _____
CITY OF WILDOMAR

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

CITY CLERK _____ OF WILDOMAR
CITY _____

RECORDED THIS ____ DAY OF ____ 20____ AT THE HOUR OF ____ O'CLOCK ____ M IN BOOK ____ PAGE ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____ NO.: _____
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____ DEPUTY

THIS BOUNDARY MAP CORRECTLY SHOWS THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS OF THE DISTRICT, REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2021-22.

SPICER CONSULTING
P.L.L.C.

LEGEND

- CFD BOUNDARY
- PARCEL LINE
- CITY BOUNDARY
- ASSESSOR PARCEL NUMBER

The property in the District is described as follows:

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

Assessor Parcel Number: 380-250-049

ATTACHMENT B

Types of Facilities to Be Financed by Community Facilities District No. 2022-2 (Horizon Place) of the City of Wildomar

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

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

- a. The cost of engineering, planning and designing the Facilities;
- b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and
- c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

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

ATTACHMENT C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 2022-2 (HORIZON PLACE) OF THE CITY OF WILDOMAR

A Special Tax (all capitalized terms not otherwise defined herein are defined in Section A, "Definitions", below) shall be applicable to each Assessor's Parcel of Taxable Property located within the boundaries of the City of Wildomar Community Facilities District No. 2022-2 (Horizon Place) of the City of Wildomar ("CFD No. 2022-2"). The amount of Special Tax to be levied in each Fiscal Year on an Assessor's Parcel shall be determined by the City Council of the City of Wildomar, acting in its capacity as the legislative body of CFD No. 2022-2, by applying the appropriate Special Tax for Developed Property, Approved Property, Undeveloped Property, and Provisional Undeveloped Property that is not Exempt Property as set forth below. All of the real property, unless exempted by law or by the provisions hereof in Section F, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2022-2: the costs of computing the Special Taxes and preparing the Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting Special Taxes to the Trustee; the costs of the Trustee (including legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2022-2 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2022-2 or any designee thereof of complying with continuing disclosure requirements of the City, CFD No. 2022-2 and any major property owner associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements

and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2022-2 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses. Administration Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2022-2 for any other administrative purposes of CFD No. 2022-2, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

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

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

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

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

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

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

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax of CFD No. 2022-2 has been pledged.

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

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

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

"CFD" or "CFD No. 2022-2" means Community Facilities District No. 2022-2 (Horizon Place) of the City of Wildomar established by the City under the Act.

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

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

"City Council" means the City Council of the City of Wildomar, acting as the legislative body of CFD No. 2022-2.

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

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

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

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

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

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

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

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

“Maximum Special Tax” means for each Assessor’s Parcel, the maximum Special Tax, determined in accordance with Section D below, that can be levied by CFD No. 2022-2 on such Assessor’s Parcel.

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

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

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

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

“Proportionately” means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Assessor’s Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Assessor’s Parcels of Approved Property, and (iii) Undeveloped Property or Provisional Undeveloped Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Assessor’s Parcels of Undeveloped Property or Provisional Undeveloped Property, as applicable.

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

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

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

“RMA” means this Rate and Method of Apportionment of Special Taxes.

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

"Special Tax" or "Special Taxes" means any of the special taxes authorized to be levied within CFD No. 2022-2 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement " means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to replenish any reserve funds established in association with the Bonds (provided that the same amount was not previously levied), (v) an amount up to any anticipated shortfall (based on the prior year's delinquency rate) due to Special Tax delinquencies and (vi) for the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2022-2 or the payment of debt service on Bonds anticipated to be issued, provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Approved Property or Undeveloped Property as set forth in Steps Two or Three of Section E., less (vii) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to the Indenture.

"Taxable Property" means all Assessor's Parcels within CFD No. 2022-2, which are not Exempt Property.

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

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

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

B. SPECIAL TAX

Commencing Fiscal Year 2022-2023 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property, up to the applicable Maximum Special Tax, to fund the Special Tax Requirement.

C. ASSIGNMENT TO LAND USE CATEGORY FOR SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2022-2023, each Assessor's Parcel within CFD No. 2022-2 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Approved Property, Undeveloped Property or Provisional Undeveloped Property.

Assessor's Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property. Each Assessor's Parcel of Residential Property shall further be classified as a Single Family Residential Property or Multifamily Property.

Each Assessor's Parcel of Single Family Residential Property shall be further assigned to a Land Use Category based on its Building Square Footage.

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

D. MAXIMUM SPECIAL TAX

1. Developed Property

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

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

a. Assigned Special Tax

Each Fiscal Year, each Assessor's Parcel of Single Family Residential Property, Multifamily Property or Non-Residential Property shall be subject to an Assigned Special Tax. The Assigned Special Tax for Fiscal Year 2022-2023 applicable to an Assessor's Parcel of Developed Property shall be determined pursuant to Table 1 below.

TABLE 1
ASSIGNED SPECIAL TAX FOR DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Land Use Category	Taxable Unit	Building Square Footage	Assigned Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	Less than 1,400 sq. ft	\$2,963.00
2. Single Family Residential Property	RU	1,400 sq. ft to 1,600 sq. ft	\$2,992.00
3. Single Family Residential Property	RU	Greater than 1,600 sq. ft	\$3,300.00
4. Multifamily Property	Acre	N/A	\$44,644.00
5. Non-Residential Property	Acre	N/A	\$44,644.00

On each July 1, commencing July 1, 2023, the Assigned Special Tax rate for Developed Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

b. Multiple Land Use Categories

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

c. Backup Special Tax

The Backup Special Tax for an Assessor's Parcel within a Final Map classified as Single Family Residential Property shall be \$3,453 per Residential Unit.

Notwithstanding the foregoing, if all or any portion of the applicable Final Maps and/or condominium plan contained within the boundaries of CFD No. 2022-2 is subsequently changed or modified, then the Backup Special Tax for Single Family Residential Property or Approved Property in such Final Map or condominium plan area that is changed or modified shall be recalculated as follows:

1. Determine the total Backup Special Taxes anticipated to apply to the changed or modified Final Map or condominium plan area prior to the change or modification.
2. The result of paragraph 1 above shall be divided by the total number of Residential Units constructed and/or anticipated to be constructed within such changed or

modified Final Map or condominium plan area, as reasonably determined by the CFD Administrator.

The result of paragraph 2 is the Backup Special Tax per Residential Unit which shall be applicable to Assessor's Parcels of Single Family Residential Property or Approved Property in such changed or modified Final Map or condominium plan area contained within the boundaries of CFD No. 2022-2.

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

On each July 1, commencing July 1, 2023, the Backup Special Tax rate shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

2. Approved Property

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

The Maximum Special Tax for each Assessor's Parcel of Approved Property not expected to be classified as Single Family Residential Property shall be \$44,644 per Acre.

On each July 1, commencing July 1, 2023, the Maximum Special Tax rate for Approved Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

3. Undeveloped Property and Provisional Undeveloped Property

The Maximum Special Tax for each Assessor's Parcel of Undeveloped Property and Provisional Undeveloped Property shall be \$44,644 per Acre.

On each July 1, commencing July 1, 2023, the Maximum Special Tax rate for Undeveloped Property and Provisional Undeveloped Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing Fiscal Year 2022-2023 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property in accordance with the following steps:

Step One: Prior to the first issuance of Bonds, the Special Tax shall be levied at 100% of the applicable Assigned Special Tax rates on Developed Property and (ii) subsequent to the first issuance of Bonds, the Special Tax shall be levied

Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax rates in Table 1 to satisfy the Special Tax Requirement.

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

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

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

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

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

F. EXEMPTIONS

The City shall classify as Exempt Property, in the chronological order in which they become exempt, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public

uses, (vi) Assessor's Parcels which are classified as Non-Residential Property or (vii) Assessor's Parcels restricted to other types of public uses determined by the City Council, provided that no such classification would reduce the sum of all Taxable Property to less than 9.47 Acres.

Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than 9.47 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than 9.47 Acres will be classified as Provisional Undeveloped Property, and will be subject to Special Tax pursuant to Step Five in Section E.

G. PREPAYMENT OF SPECIAL TAX

The following additional definitions apply to this Section G:

"CFD Facilities" means \$8,000,000 expressed in 2022 dollars, which shall increase by the Construction Inflation Index on July 1, 2023, and on each July 1 thereafter, or such lower amount (i) determined by the City Council as sufficient to provide the facilities under the authorized bonding program for CFD No. 2022-2, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to finance additional facilities to be supported by Special Tax levied under this RMA.

"Construction Fund" means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are available for expenditure to acquire or construct facilities eligible to be financed by CFD No. 2022-2.

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

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

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

1. Prepayment in Full

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

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

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

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

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For an Assessor's Parcel of Developed Property, compute the Maximum Special Tax for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for the Assessor's Parcel as though it was already designated as Developed Property, based upon the Building Permit which has been issued for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has not been issued, or Provisional Undeveloped Property, compute the Maximum Special Tax for the Assessor's Parcel.
3. Divide the Maximum Special Tax derived pursuant to paragraph 2 by the total amount of Maximum Special Taxes that could be levied assuming build out of all

Assessor's Parcels of Taxable Property based on the applicable Maximum Special Tax for Assessor's Parcels of Developed Property not including any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.

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

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

6. Determine the Future Facilities Costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Prepayment in Part

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

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

These terms have the following meaning:

PP = Partial Prepayment Amount

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

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

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

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax shall be levied on all Assessor's Parcels subject to the Special Tax pursuant to Section E. The Special Tax shall cease not later than the 2064-2065 Fiscal Year, however, Special Taxes will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined (i) that all the required interest and principal payments on the CFD No. 2022-2 Bonds have been paid; (ii) all authorized facilities of CFD No. 2022-2 have been acquired and all reimbursements to the developer have been paid, (iii) no delinquent Special Taxes remain uncollected and (iv) all other obligations of CFD No. 2022-2 have been satisfied.

I. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2022-2 may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

J. APPEALS OF SPECIAL TAXES

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

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

RESOLUTION NO. 2022-__

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF WILDOMAR TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED \$10,000,000 WITHIN PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2022-2 (HORIZON PLACE) OF THE CITY OF WILDOMAR

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

Whereas, the City Council estimates that the amount required to finance the Facilities and Incidental Expenses is approximately \$10,000,000; and,

Whereas, in order to finance the Facilities and Incidental Expenses, the City Council intends to authorize the issuance of bonds in the maximum aggregate principal amount of \$10,000,000, the repayment of which is to be secured by special taxes levied in accordance with Section 53328 of the Act on all property in the proposed Community Facilities District No. 2022-2, other than those properties exempted from taxation in the rate and method of apportionment set forth in Attachment "C" to the Resolution of Intention to Establish.

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

Section 1. The above recitals are true and correct.

Section 2. It is necessary to incur bonded indebtedness within the boundaries of proposed Community Facilities District No. 2022-2 in an amount not to exceed \$10,000,000 to finance the costs of the Facilities and Incidental Expenses, as permitted by the Act.

Section 3. The indebtedness will be incurred for the purpose of financing the costs of the Facilities and the Incidental Expenses, including, but not limited to, the funding of reserve funds for the bonds, the financing of costs associated with the issuance of the

bonds and all other costs and expenses necessary to finance the Facilities which are permitted to be financed pursuant to the Act.

Section 4. It is the intent of the City Council to authorize the sale of bonds in one or more series, in the maximum aggregate principal amount of \$10,000,000 and at a maximum interest rate not in excess of 12 percent per annum, or a higher rate not in excess of the maximum rate permitted by law at the time that the bonds are issued. The term of the bonds of each series shall be determined pursuant to a resolution of this City Council acting in its capacity as the legislative body of the District authorizing the issuance of the bonds of such series, but such term shall in no event exceed 35 years from the date of issuance of the bonds of such series, or such longer term as is then permitted by law.

Section 5. A public hearing (the "Hearing") on the proposed issuance of bonded indebtedness shall be held at 6:00 p.m. or as soon thereafter as practicable, on June 8, 2022, at the City Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California 92595.

Section 6. At the time and place set forth in this Resolution for the Hearing, any interested persons, including all persons owning land or registered to vote within proposed Community Facilities District No. 2022-2, may appear and be heard.

Section 7. The City Clerk is hereby directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed Community Facilities District No. 2022-2. Such publication shall be completed at least seven days prior to the date of the Hearing. The City Clerk is further directed to mail a copy of the Notice to each of the landowners within the boundaries of proposed Community Facilities District No. 2022-2 at least 15 days prior to the Hearing.

PASSED, APPROVED AND ADOPTED this 13th day of April, 2022:

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales, CMC
City Clerk

ATTACHMENT A

Types of Facilities to Be Financed by Community Facilities District No. 2022-2 (Horizon Place) of the City of Wildomar

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

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

- a. The cost of engineering, planning and designing the Facilities;
- b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and
- c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

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

PETITION TO THE CITY COUNCIL OF THE CITY OF
WILDOMAR REQUESTING INSTITUTION OF PROCEEDINGS
FOR ESTABLISHMENT OF A COMMUNITY FACILITIES
DISTRICT (COMMUNITY FACILITIES DISTRICT NO. 2022-2
(HORIZON PLACE) OF THE CITY OF WILDOMAR)

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

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

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

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

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

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

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

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

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

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


Dated: February 18, 2022

CAL HEARTHSTONE LOT OPTION POOL 01, L.P.,
a Delaware limited partnership

By: Cal Hearthstone PBLO GP, LLC,
a Delaware limited liability company,
its General Partner

By: Cal Hearthstone Public Builder Lot Option, LLC,
a Delaware limited liability company,
its Sole Member

By: Hearthstone Professionals – CS, L.P.,
a Delaware limited partnership,
its Member Manager

By: 

Steven C. Porath
Authorized Person

EXHIBIT A

BOUNDARY MAP

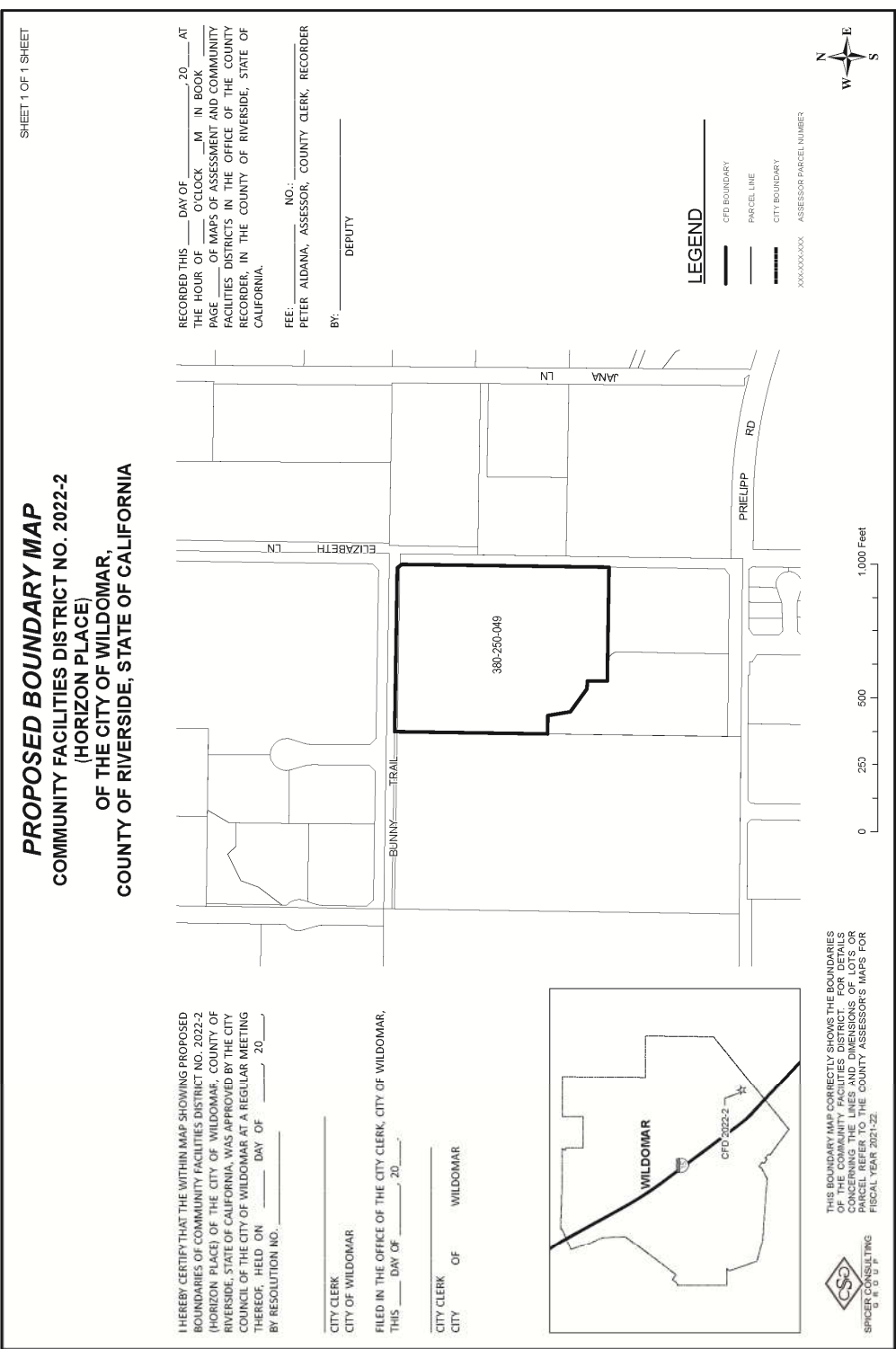


EXHIBIT B

LEGAL DESCRIPTION

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

Assessor Parcel Number: 380-250-049

**REIMBURSEMENT AGREEMENT
RE PROPOSED
COMMUNITY FACILITIES DISTRICT NO. 2022-2
(HORIZON PLACE) OF THE CITY OF WILDOMAR**

THIS REIMBURSEMENT AGREEMENT RE PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2022-2 (HORIZON PLACE) OF THE CITY OF WILDOMAR (the "Agreement") dated as of March 9, 2022 is entered into by and between the City of Wildomar, a general law city organized and existing under the laws and constitution of the State of California (the "City"), and Lennar Homes of California, LLC, a California limited liability company (the "Developer").

RECITALS:

A. The Developer is developing approximately 20 acres of land described in Exhibit A attached hereto (the "Property") for which the Developer desires to include within proposed Community Facilities District No. 2022-2 (Horizon Place) of the City of Wildomar (the "District") to be established by the City pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act").

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

Developer	Lennar Homes of California, LLC 980 Montecito Drive, Suite 302 Corona, California 92879 Attention: Paul Kim Telephone: (951) 539-2753
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City:	City of Wildomar 23873 Clinton Keith Road Wildomar, California 92595 Attn: Assistant City Manager/Public Works Director Telephone: (951) 677-7751 Email: dyork@cityofwildomar.org
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With a copy to: Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Brian Forbath, Esq.
Telephone: (949) 725-4193
Email: bforbath@sycr.com

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

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

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

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

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

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

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

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

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

15. Termination. This Agreement shall terminate and be of no further force and effect on December 31, 2026 unless expressly amended by the parties; provided, however, that the Developer's obligations under Section 5 shall survive the termination and the City's obligation to provide reimbursement in accordance with Section 3 for expenses incurred prior to the termination date shall also survive termination.

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

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

By: _____
Assistant City Manager

ATTEST:

By: _____
Janet Morales, City Clerk

Lennar Homes of California, LLC
a California limited liability company

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
Thomas D. Jex

EXHIBIT A

DESCRIPTION OF PROPERTY

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

Assessor Parcel Number: 380-250-049

FACILITIES MAINTENANCE AND FUNDING AGREEMENT

by and between

**THE CITY OF WILDOMAR,
a municipal corporation**

and

**LENNAR HOMES OF CALIFORNIA, LLC,
a California limited liability company**

DATED _____, 2022

FACILITIES MAINTENANCE AND FUNDING AGREEMENT

THIS FACILITIES MAINTENANCE AND FUNDING AGREEMENT (“**Agreement**”) is made and entered into this day of _____, 2022 (“**Effective Date**”), by and between LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability company (“**Developer**”), and the CITY OF WILDOMAR, a California municipal corporation (“**City**”), with reference to the following facts:

RECITALS

- A. Reference is made to that certain real property situated in the City of Wildomar, County of Riverside, State of California, located within Tract Map No. 36672 recorded May 27, 2021 as Document No. 2021-0324787 attached hereto as Exhibit “A” (“**Project Site**”). The Project Site consists of Lot 1 (owned by the Developer), Lot 2 (the Commercial Site, as defined below, owned by an entity unaffiliated with the Developer), and Lot 3 (owned by the Developer).
- B. Lot 1 and Lot 3 of the Project Site (“**Development Area**”) are being developed as 136 multi-family residential units by the Developer.
- C. Lot 2 of the Project Site is not owned by the Developer, but is planned for future commercial development by the current or future owner thereof (herein, Lot 2 shall be referred to as the “**Commercial Site**”).
- D. With respect to the Development Area, the Developer expects to transfer its management responsibilities of the Development Area to a Home Owners Association (“**HOA**”), a California nonprofit mutual benefit corporation, which HOA shall be financially responsible for all the onsite private landscaping, drainage, street, lighting and recreation improvements as shown on Exhibit “B” attached hereto (the “**Onsite Maintenance**”).
- E. In connection with its development of the Development Area as a residential community, the Developer has prepared plans for the construction of certain offsite public improvements, which include, among other things, landscape and irrigation, street improvements, and street lights (“**Plans**”). The Plans provide for installation of certain offsite street, sidewalk, landscape and irrigation, and street light improvements (“**Offsite Facilities**”). The Offsite Facilities will serve both the Development Area and the Commercial Site.
- F. The Offsite Facilities being installed by the Developer that are adjacent to the Commercial Site are shown on Exhibit “C” attached hereto (the area adjacent to the Commercial Site where Offsite Facilities are being installed shall be referred to herein as the “**City Maintenance Area**”).
- G. The City and the Developer desire to enter into this Agreement to provide for (i) the maintenance of the Offsite Facilities prior to City Acceptance (as defined herein), (ii) following City Acceptance, the maintenance of the Offsite Facilities outside of the City Maintenance Area by the Services CFD (as defined herein), (iii) following City Acceptance, the funding of the maintenance of the Offsite Facilities in the City Maintenance Area by the HOA until development of the Commercial Site, and (iv) the release of the HOA’s responsibility to fund the maintenance of the Offsite Facilities in the City Maintenance Area upon annexation of the Commercial Site into the Services CFD.

- H. The City has formed, or will form, the “City of Wildomar Community Facilities District No. 2022-1 (Services)” (“**Services CFD**”) over the Development Area. The Services CFD will be authorized to maintain, among other things, all of the Offsite Facilities. Until the Commercial Site is annexed into the Services CFD, the Services CFD will require that the HOA provide funding for the maintenance of the Offsite Facilities located in the City Maintenance Area, as described in this Agreement.
- I. Upon development of the Commercial Site, the City will require the owner of such Commercial Site to annex into the Services CFD. The HOA’s financial responsibility for the Offsite Facilities in the City Maintenance Area shall cease upon the annexation of the Commercial Site into the Services CFD, as further detailed in this Agreement.

AGREEMENT

NOW, THEREFORE, the City and the Developer (each a “**Party**” and, collectively, the “**Parties**”) hereby agree as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to assure the maintenance, repair, safe operation and, if and when necessary, replacement of the Offsite Facilities by the City in the City Maintenance Area at the expense of the HOA in accordance with the Maintenance Standards (defined in Section 7 below) set forth herein until the HOA is released from its obligations by the annexation of the Commercial Area into the Services CFD.

2. **OFFSITE FACILITIES AS A BENEFIT.** The Developer agrees that the Offsite Facilities are a requirement of the development of the Development Area and provide benefit to the overall Project Site and that City’s maintenance, repair, safe operation and, if and when necessary, replacement thereof in accordance with this Agreement is necessary for approval of the Developer's Development Area.

3. **DEVELOPER’S RESPONSIBILITIES PRIOR TO CITY ACCEPTANCE.** Developer, at its sole expense, shall install and maintain the Offsite Facilities until such Offsite Facilities are turned over to and accepted by the City (“**City Acceptance**”). Upon City Acceptance of the Offsite Facilities, the Developer shall no longer have any responsibility for the maintenance of the Offsite Facilities, and the Services CFD shall maintain the Offsite Facilities (subject to the funding assistance of the HOA as described in Section 5).

4. **CONDITIONS OF CITY ACCEPTANCE.** Prior to, and as a condition of, the City Acceptance of the Offsite Facilities, the Developer shall (i) assign this Agreement to the HOA and provide a copy of the assignment to the City, and (ii) provide the City with an HOA budget that includes the Annual Maintenance Obligation (as defined in Section 5).

5. **HOA FUNDING OF THE ANNUAL MAINTENANCE OBLIGATION.** The budget for the Offsite Facilities in the City Maintenance Area is \$14,946.30 for fiscal year 2022-2023, as shown on Exhibit “D” (“**Annual Maintenance Obligation**”). The Annual Maintenance Obligation shall increase on each July 1, commencing on July 1, 2023 by (y) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area measured from March of the previous year to March of the current year, or (z) by two percent (2.0%), whichever is greater, but in no event greater than 6%. Until released as set forth in Section

6, the HOA shall include one-twelfth of the amount of Annual Maintenance Obligation in its monthly HOA dues and make semi-annual payments to the City on January 1 and July 1 of each year equal to 50% of the Annual Maintenance Obligation ("**Annual HOA Payments**").

6. RELEASE OF THE HOA. The Annual HOA Payments shall continue until such time as the Commercial Site is annexed into the Services CFD as evidenced by the recordation of the "Notice of Special Tax Lien" recorded against the Commercial Site (herein, the "**Lot 2 Annexation**"). Upon the Lot 2 Annexation, the City shall release the HOA from any making any further Annual HOA Payments to the City and this Agreement shall terminate.

7. MAINTENANCE STANDARDS. The following standards (collectively, "**Maintenance Standards**") shall be complied with by the City and its maintenance staff, contractors and subcontractors in connection with the required maintenance of the Facilities:

a. The Offsite Facilities shall be maintained in compliance with the Plans and Final Map, in good condition, and in accordance with the custom and practice generally applicable to public rights-of-way and public property within the City.

b. The maintenance of the Offsite Facilities shall include, but not be limited to: watering/irrigation; fertilization; periodic trimming, mowing, and/or edging of grass and lawn areas; pruning of trees, shrubs, and other vegetation; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance, safe road conditions and visibility, and irrigation coverage; removal and replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees, street light maintenance including energy charges, operation, maintenance, and administrative costs of streetlights, maintenance, administration and inspections.

c. Clean-up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from Offsite Facilities and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

d. Lighting maintenance shall include prompt replacement of inoperable light bulbs, repair and replacement of damaged light fixtures and timely payment of electrical costs to Southern California Edison.

8. TERM. This Agreement shall commence immediately upon the Effective Date and shall continue until the Lot 2 Annexation occurs as described in Section 6.

~~9. INDEMNIFICATION. The City shall indemnify, defend and hold the Developer and HOA, including their boards, officers, agents and employees harmless from liens, claims, demands, actions, causes of action, obligations, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees (individually, a "**Claim**" and collectively, "**Claims**"), which may arise from or in any manner relate to any work performed or services provided under this Agreement by the City, or the City's contractors, subcontractors, agents or employees, including, but not limited to, the performance of any and all services related to the City Maintenance Area. Notwithstanding the forgoing, the City shall not be~~

~~obligated under this Agreement to defend and/or indemnify the Developer or HOA to the extent that any Claim is caused by the negligence or willful misconduct of the Developer, HOA, or its agents or employees. The obligation to provide indemnity pursuant to this Section 9 shall survive termination of this Agreement pursuant to Section 6.~~

10.9. ASSIGNMENT BY CITY. The City shall have the right at its option to assign its rights and obligations under this Agreement to a municipal services district or other public agency without consent of the HOA or Developer.

11.10. ASSIGNMENT BY DEVELOPER.

- a. Assignment to Successor Developer. The Developer may assign its obligations under this Agreement to a successor developer only with the prior written approval of the City. In connection with any such assignment, the Developer and its assignee, the successor developer, shall execute and deliver to the City a written assignment and assumption agreement in a form acceptable to the City Attorney.
- b. Assignment to HOA. The Developer may assign its obligations under this Agreement to the HOA without the prior written approval of the City. In connection with any such assignment, the Developer and its assignee, the HOA, shall execute and deliver to the City a written assignment and assumption agreement in a form acceptable to the City Attorney.
- c. Release of Developer. Upon delivery of the assignment and assumption agreement between the developer and a successor developer or HOA, Developer shall be relieved of the performance of any further duties or obligations under this Agreement arising after such assignment and the Developer shall be released from any further liability under this Agreement.

12.11. NOTICES. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:	Lennar Homes of California, LLC Attn: Geoffrey Smith 980 Montecito Drive, Suite 302 Corona, CA 92879
To the City:	City of Wildomar 23873 Clinton Keith Road, Suite 201 Wildomar CA 92595 Attn: Public Works Director/City Engineer
With a copy to:	City of Wildomar 23873 Clinton Keith Road, Suite 201 Wildomar CA 92595 Attn: City Attorney

~~13.~~12. MISCELLANEOUS.

a. Entire Agreement, Amendments. This Agreement contains the entire understanding and agreement of the Parties. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement.

b. Paragraph Headings. Paragraph headings as used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning hereof.

c. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California. Venue shall be the County of Riverside.

d. Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the Parties.

e. Exhibits. Any and all exhibits and schedules attached or to be attached hereto are hereby incorporated and made a part of the Agreement by reference.

f. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.

g. Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

h. No Agency Relationship. Neither the Developer nor any of the Developer's agents, contractors or subcontractors are or shall be considered to be agents of City in connection with the performance of any of the Developer's obligations under this Agreement.

i. Attorneys' Fees and Costs. Either Party may bring an action to enforce or require performance of the terms of this Agreement, and the prevailing Party in such suit or proceeding shall be entitled to recover from the other Party's reasonable costs and expenses, including attorneys' fees.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first stated above.

DEVELOPER

LENNAR HOMES OF CALIFORNIA, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

CITY

CITY OF WILDOMAR,
a municipal corporation

Dan York, City Manager

ATTEST:

Janet Morales, City Clerk

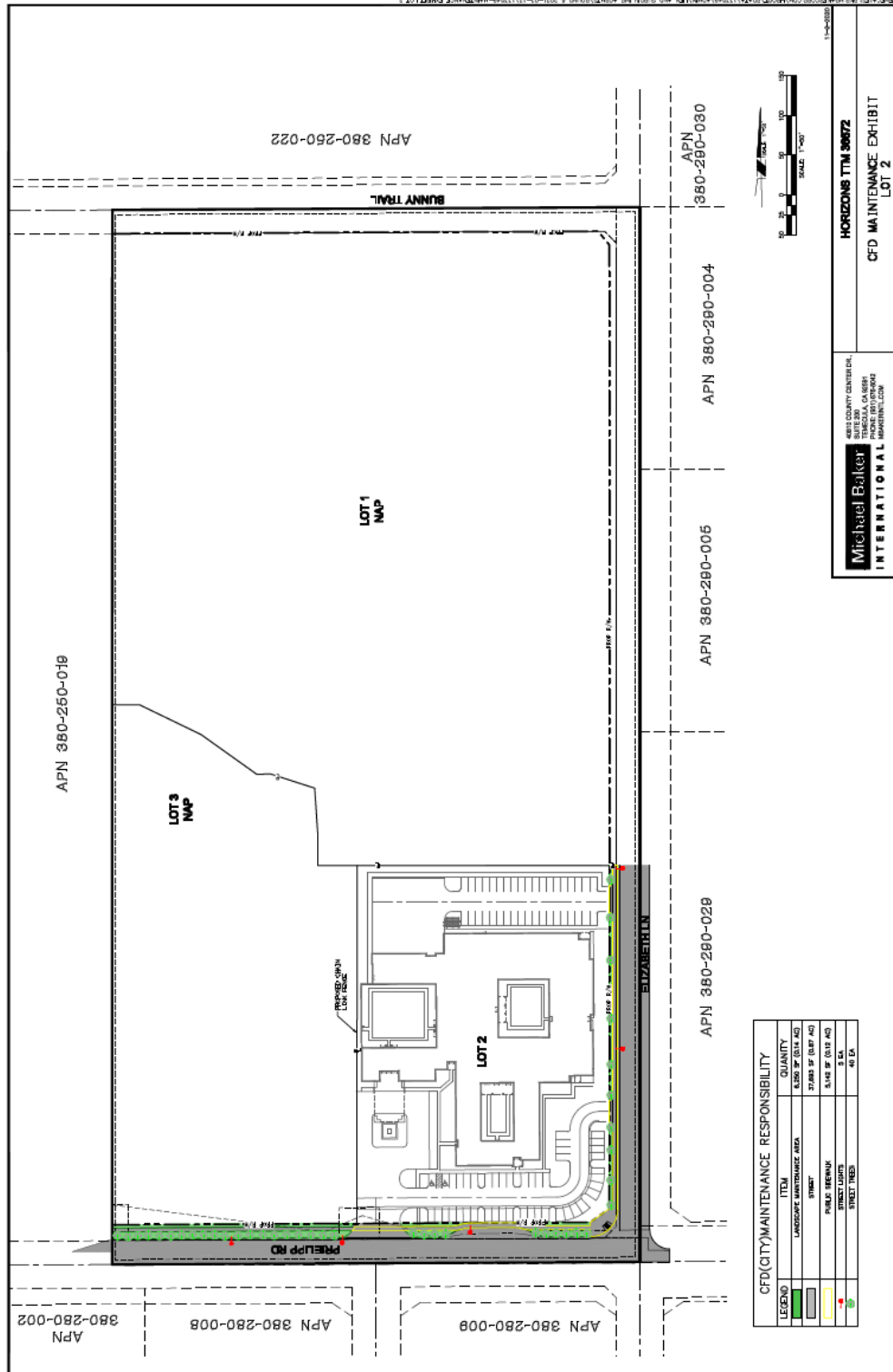
Exhibit “A”

**Project Site
TRACT MAP NO. 36672**

\\forecast11.bcr.maine.gov\com\hroot\data\33549\ADMIN\LEN AND STUBIN\ROUND 6 2021-02-12\33549-MAINTENANCE EXHIBIT LOT 1 AND 3 HOLDING CHAD\ADACH 2/19/21 10:45 AM



Exhibit "C" City Maintenance Area



CFD(CITY)MAINTENANCE RESPONSIBILITY		
LEGEND	ITEM	QUANTITY
	LANDSCAPE MAINTENANCE AREA	6,500 SF (20.1 A)
	STREET	2,000 SF (5.8 A)
	PARKING LOT	1,000 SF (2.9 A)
	STREET TREES	2 EA
	STREET TREES	40 EA

Michael Baker
INTERNATIONAL

6000 COUNTY CENTER DR.
SUITE 200
THIRDELL, CA 95061
PH: (925) 255-1000
WWW.MBI-INTERNATIONAL.COM

HORIZONS TTM 38072
CFD MAINTENANCE EXHIBIT
LOT 2

Exhibit “D”
Annual Maintenance Obligation for
Offsite Facilities in County
Maintenance Area
Fiscal Year 2022-2023

Description	Total
Landscaping	\$4,375.00
Street lighting	\$1,975.45
Streets	\$6,104.80
Reserves	\$1,245.53
Administration	\$1,245.53
Total	\$14,946.30

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #2.1

PUBLIC HEARING

Meeting Date: April 13, 2022

TO: Mayor and Members of the City Council

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Zoning Ordinance Amendment No. 2022-01: A proposed code amendment to require a conditional use permit for gasoline and diesel service stations with the concurrent sale of beer and wine for off-premises consumption

STAFF REPORT

RECOMMENDATION:

The Planning Commission recommends the City Council introduce and approve the first reading of an Ordinance entitled:

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION IN ACCORDANCE WITH SECTION 15061(B)(3) OF CEQA AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 2022-01 TO MODIFY CHAPTERS 17.88; 17.92; 17.96; 17.108; AND 17.248 OF THE WILDOMAR MUNICIPAL CODE REQUIRING A CONDITIONAL USE PERMIT FOR GASOLINE AND DIESEL SERVICE STATIONS WITH THE CONCURRENT SALE OF BEER AND WINE FOR OFF-PREMISES CONSUMPTION

DISCUSSION:

The planning department is proposing a code amendment that will modify Chapters 17.88 (I-P zone); 17.92 (M-SC zone); 17.96 (M-M zone); 17.108 (M-H zone) and 17.248 (Alcoholic Beverage Sales) of the Wildomar Municipal Code requiring a conditional use permit for gasoline and diesel service stations with the concurrent sale of beer and wine for off-premise consumption. Currently, these zones allow gasoline and diesel service stations, but they do not allow concurrent beer and wine sales for off-premise consumption, even though the C-1/C-P and C-P-S commercial zones allow for this.

To address this disparity, the proposed code amendment will add a Conditional Use Permit (CUP) requirement for gasoline and diesel service stations with the concurrent sale of beer and wine for off-premise consumption in these industrial zones. The proposed changes will create consistency for gas stations locating in our commercial and industrial zones.

Under the current industrial zones noted above, an Applicant desiring to establish a gas station with concurrent sale of beer and wine must process a General Plan Amendment and Zone Change from Industrial to Commercial to achieve this. This current process adds about 3 - 4 months to the development review process and an additional cost of \$15,000 (for the GPA/ZC).

In reviewing other gas station proposals with concurrent beer and wine sales, staff believes a gas station with concurrent beer and wine sales in a commercial zone is not that different from gas stations in the industrial zones. This particular use has very similar operating procedure and is eligible for an ABC license whether it's located in the commercial or industrial zone provided an applicant received a CUP.

Under the proposed code amendment, a CUP would now be required for a gas station with concurrent beer and wine sales in both the commercial and industrial zones resulting in uniformity and fairness. Staff believes this is a reasonable approach and presented such to the Planning Commission.

Planning Commission Review/Action:

The Planning Commission reviewed the proposed code amendment at its March 2, 2022 meeting. There was one public speaker (Ms. Gina Castanon) opposed to the code amendment since the city was initiating a general plan update. The Commission all supported the code amendment. After Commission discussion, they voted unanimously 5 – 0 to adopt PC Resolution No. 2022-07 recommending City Council approval of Zoning Ordinance Amendment No. 2022-01.

ENVIRONMENTAL/CEQA DISCUSSION:

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a review of the potential environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 2022-01. Based on this review, the Planning Department has determined that the adoption of the proposed amendment, which provides for more restrictive permits for gasoline and diesel service stations with the concurrent sale of beer and wine for off-premises consumption has no potential to impact the environment. The proposed amendment does not preclude gasoline and diesel service stations from going through a full CEQA review during the CUP entitlement process.

Therefore, Zoning Ordinance Amendment No. 2022-01 meets the criteria to be exempt from CEQA pursuant to Section 15061(b)(3), which states that CEQA applies only to projects that have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Given this, the Planning Commission has recommended the City Council adopt the general rule exemption as stated above.

ZOA NO. 2022-01 FINDINGS OF FACT:

In accordance with the provisions of Chapter 17.280 of the Zoning Ordinance, the Planning Commission recommends the City Council make the following findings in support of approving Zoning Ordinance Amendment No. 2022-01.

- A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

Evidence: The proposed code amendment is consistent with the City of Wildomar General Plan in that requiring a conditional use permit (CUP) for gasoline and diesel service stations with the concurrent sale of beer and wine for off-premises consumption is a permitted use in the commercial and industrial zones. Further, the findings for a CUP are intended to protect the health, safety and welfare of the community and surrounding land uses, and adoption of this code amendment furthers this protection. The amendment is also consistent with the Zoning Ordinance in that the City is allowed to amend its list of conditionally permitted uses from time to time to address changes in the marketplace and to keep up with current trends.

FISCAL IMPACT:

There is no fiscal impact from approval of ZOA No. 2022-01.

PUBLIC NOTICING:

In accordance with Chapter 17.04 and 17.280 of the Wildomar Municipal Code, the Planning Department on April 1, 2022 published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the April 13, 2022 City Council hearing where the Council discuss Zoning Ordinance Amendment No. 2022-01. Since this code amendment is not a development project, the provisions of Ordinance 135 requiring public hearing sign boards do not apply.

Respectfully Submitted,
Daniel A. York
City Manager

Reviewed By,
Thomas D. Jex
City Attorney

ATTACHMENTS:

- A. Draft City Council Ordinance No. ____ for ZOA No. 2022-01

INCORPORATED HEREIN BY REFERENCE THE FOLLOWING:

- City of Wildomar General Plan and General Plan EIR
- City of Wildomar Zoning Ordinance (Title 17 of the WMC)

ATTACHMENT A

**Draft Council Ordinance No. ____
for
ZOA 2022-01**

DRAFT ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A GENERAL RULE EXEMPTION IN ACCORDANCE WITH SECTION 15061(B)(3) OF CEQA AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 2022-01 TO MODIFY CHAPTERS 17.88; 17.92; 17.96; 17.108; AND 17.248 OF THE WILDOMAR MUNICIPAL CODE REQUIRING A CONDITIONAL USE PERMIT FOR GASOLINE AND DIESEL SERVICE STATIONS WITH THE CONCURRENT SALE OF BEER AND WINE FOR OFF-PREMISES CONSUMPTION

WHEREAS, in accordance with Chapter 17.280 of the Wildomar Municipal Code and California Government Code, Section 65800, et seq., the City Council has the authority to take action on the proposed Zoning Ordinance Amendment No. 2022-01; and

WHEREAS, the Planning Commission held a public hearing on March 2, 2022 for Zoning Ordinance Amendment No. 2022-01, and adopted PC Resolution No. 2022-07 recommending City Council approval of Zoning Ordinance Amendment No. 2022-01; and

WHEREAS, in accordance with Section 17.280.040 of the Wildomar Municipal Code, the Planning Department, on April 1, 2022, published a legal notice in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the City Council public hearing set for April 13, 2022, regarding Zoning Ordinance Amendment No. 2022-01; and

WHEREAS, in accordance with Section 17.280.040 of the Wildomar Municipal Code, the City Council conducted a duly noticed public hearing on April 13, 2022, at which time interested persons had an opportunity to testify in support of, or opposition to Zoning Ordinance Amendment No. 2022-01, and at which time the City Council received public testimony concerning Zoning Ordinance Amendment No. 2022-01.

THE CITY COUNCIL OF THE CITY OF WILDOMAR HEREBY DOES ORDAIN AS FOLLOWS:

SECTION 1: ENVIRONMENTAL DETERMINATION.

In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, et seq. ("CEQA")), a review of the potential environmental impacts was conducted by the Planning Department for Zoning Ordinance Amendment No. 2022-01. Based on this review, the Planning Department has determined that the adoption of the proposed amendment, which provides for more restrictive permits for gasoline and diesel service stations with the concurrent sale of beer and wine for off-premises consumption has no potential to impact the environment. The proposed amendment does not preclude gasoline and diesel service stations from going

through a full CEQA review during the CUP entitlement process. Therefore, Zoning Ordinance Amendment No. 2022-01 meets the criteria to be exempt from CEQA pursuant to Section 15061(b)(3), which states that CEQA applies only to projects that have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Given this, the City Council hereby determines that Zoning Ordinance Amendment No. 2022-01 has no potential to negatively impact the environment and adopts the general rule exemption as stated above.

SECTION 2. REQUIRED ZONING ORDINANCE AMENDMENT FINDING.

In accordance with Chapter 17.280 of the Wildomar Municipal Code, the City Council hereby makes the following findings approving Zoning Ordinance Amendment No. 2022-01.

- A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

Evidence: The proposed code amendment is consistent with the City of Wildomar General Plan in that requiring a conditional use permit (CUP) for gasoline and diesel service stations with the concurrent sale of beer and wine for off-premises consumption is a permitted use in the commercial and industrial zones. Further, the findings for a CUP are intended to protect the health, safety and welfare of the community and surrounding land uses, and adoption of this code amendment furthers this protection. The amendment is also consistent with the Zoning Ordinance in that the City is allowed to amend its list of conditionally permitted uses from time to time to address changes in the marketplace and to keep up with current trends.

SECTION 3. AMENDMENT TO THE MUNICIPAL CODE

Section 17.88.010.C (I-P Zone) of the Wildomar Municipal Code is hereby amended to add a new use permitted with a conditional use permit as follows:

5. Automobile and diesel service stations, with the concurrent sale of beer and wine for off-premises consumption.

SECTION 4. AMENDMENT TO THE MUNICIPAL CODE

Section 17.92.020.C (M-SC Zone) of the Wildomar Municipal Code is hereby amended to add a new use permitted with a conditional use permit as follows:

20. Gasoline and diesel service stations, with the concurrent sale of beer and wine for off-premises consumption.

SECTION 5. AMENDMENT TO THE MUNICIPAL CODE

Section 17.96.020.C (M-M Zone) of the Wildomar Municipal Code is hereby amended to add a new use permitted with a conditional use permit as follows:

23. Gasoline and diesel service stations, with the concurrent sale of beer and wine for off-premises consumption.

SECTION 6. AMENDMENT TO THE MUNICIPAL CODE

Section 17.108.020.C (M-H Zone) of the Wildomar Municipal Code is hereby amended to add a new use permitted with a conditional use permit as follows:

19. Gasoline and diesel service stations, with the concurrent sale of beer and wine for off-premises consumption.

SECTION 7. AMENDMENT TO THE MUNICIPAL CODE

Section 17.248.020 (Permitted Zoning) is hereby amended to add a new subsection to read as follows:

- C. The sale of beer and wine for off-premises consumption in conjunction with gasoline and diesel service stations shall only be allowed in the following zones, provided a conditional use permit has been approved pursuant to Chapter 17.200: C-1/C-P, C-P-S, C-R, I-P, M-SC, M-M and M-H zones.

SECTION 8. SEVERABILITY

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

SECTION 9. EFFECTIVE DATE.

This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 10. CITY CLERK ACTION

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Chapter 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and posting procedure authorized under Government Code Chapter 39633(c).

INTRODUCED AND APPROVED FOR FIRST READING this 13th, day of April, 2022.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #3.1

GENERAL BUSINESS

Meeting Date: April 13, 2022

TO: Honorable Mayor and City Council Members

FROM: Dan York, City Manager
Raul Berroteran, Code Enforcement Supervisor

SUBJECT: Ordinance Repealing and Replacing Chapter 15.40 of the Wildomar Municipal Code – Adopting International Property Maintenance Code by reference

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council introduce and waive further reading of an Ordinance entitled:

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AMENDING THE WILDOMAR
MUNICIPAL CODE BY REPEALING CHAPTER 15.40
“UNIFORM CODE FOR THE ABATEMENT OF
DANGEROUS BUILDINGS” AND ADDING CHAPTER 15.40
“INTERNATIONAL PROPERTY MAINTENANCE CODE”

BACKGROUND:

On November 10, 2021, the City Council established a Homeowner Association (HOA) ad-hoc subcommittee consisting of former Councilmember Swanson and Mayor Benoit to guide staff in evaluating HOA procedures for new development projects in the City. They held their first meeting on February 23, 2022. As the discussion progressed, the subcommittee discussed their desire to address property maintenance citywide. The IPMC (International property maintenance code) was identified as a possible solution to citywide property maintenance issues.

The City adopted the Uniform Code for the Abatement of Dangerous Buildings in 2008. This code is no longer maintained or updated by the now-dissolved International Conference of Building Officials. The subcommittee and the city staff favored the IPMC code amendment and recommended that it be brought to Council for approval. The International Property Maintenance Code (IPMC) Regulates the maintenance of existing

buildings and contains clear and specific property maintenance and property improvement provisions. The City may utilize the IPMC to abate property maintenance issues accurately for private property and HOA associations should they not adhere to the code.

DISCUSSION:

The proposed ordinance would replace the Uniform Code for the Abatement of Dangerous Buildings with the IPMC. The Ordinance adopts by reference the entire IPMC to the extent it does not conflict with existing Codes and Ordinances. The IPMC regulates and governs the conditions and maintenance of all property, buildings and structures by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use.

The proposed ordinance further keeps City codes current as the IPMC is reviewed and amended bi-annually. The 2021 edition of the International Property Maintenance Code contains clear and specific language for property maintenance and property improvement conditions. The purpose of the code is to establish minimum requirement for maintenance of existing buildings through model code regulations.

The IPMC contains provisions for the application, enforcement and administration of requirements of the code and identifies which buildings and structure come under its purview. It sets forth due process requirements when corrective action needs to be taken. The IPMC provides requirements for exterior property areas as well as interior and exterior elements of structures intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure, and to maintain a building's structural and weather-resistant performance.

The IPMC has further provisions to combat blight in residential neighborhoods. Here are the ten common violations that exist in front yards: 1) Overgrown vegetation, 2) inoperable vehicles, 3) Outdoor storage (accumulation of rubbish and garbage), 4) Missing and peeling paint, 5) Broken windows, 6) Harboring rodents, 7) Deterioration of roofs, 8) Vacant structure and land, 9) Premises identification (missing address numbers), 10) Exterior gates.

The IMPC also establishes minimum performance requirements for all mechanical and electrical equipment, appliances and system and provides minimum standards for the safety of such facilities. Moreover, the IPMC addresses fire hazards that arise as the result of a building's occupancy and provides minimum requirements for fire safety issues that are most likely to arise in older buildings.

Finally, it outlines, where relevant, who is responsible for complying with the various provisions of the code.

Government Code Section 50022.2 provides the procedures for adopting an ordinance that adopts by reference other codes. This section requires that a public hearing on the proposed ordinance be set after the first reading of the ordinance is conducted. The public hearing is scheduled for the City Council meeting of May 11, 2022.

Submitted & Approved by:
Dan York, City Manager
Raul Berroteran, Code Enforcement Supervisor

ATTACHMENTS:

Ordinance No. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA AMENDING THE WILDOMAR MUNICIPAL CODE BY REPEALING CHAPTER 15.40 "UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS" AND ADDING A NEW CHAPTER 15.40 "INTERNATIONAL PROPERTY MAINTENANCE CODE;"

WHEREAS, each city in California is authorized to adopt codes by reference under Government Code section 50022.2; and

WHEREAS, the City Council wishes to adopt the 2021 edition of the International Property Maintenance Code, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and

NOW, THEREFORE, the City Council of the City of Wildomar ordains as follows:

SECTION 1. That certain document, copies of which are on file in the office of the City Clerk of the City of Wildomar, being marked and designated as the International Property Maintenance Code, 2021 edition, as published by the International Code Council, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and, except to the extent they conflict with existing City Codes and Ordinances, each and all of the regulations, provisions, penalties, conditions and terms of the 2021 International Property Maintenance Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this Ordinance; and as may be modified by ordinance of the City Council.

SECTION 2, Findings. The City Council finds as follows:

- A. Chapter 15.40 of the Wildomar Municipal Code adopts by reference the 2021 International Property Maintenance Code to replace the 1977 Uniform Code for the Abatement of Dangerous Buildings.
- B. The Uniform Code for the Abatement of Dangerous Buildings is no longer maintained or updated.
- C. It is now necessary to repeal and replace Chapter 15.40 to adopt by reference the International Property Maintenance Code

SECTION 3. Amendment of Chapter 15.40.

Chapter 15.40 entitled “Uniform Code for the Abatement of Dangerous Buildings” of the Wildomar Municipal Code is hereby repealed in its entirety and replaced with the following Chapter 15.40 entitled “International Property Maintenance Code” and restated to read as follows:

“Chapter 15.40 International Property Maintenance Code

Section 15.40.010 Adopted by Reference

Except as hereinafter changed or modified, the 2021 Edition of the International Property Maintenance Code as published by the International Code Council, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said International Property Maintenance Code shall be on file in the office of the City Clerk.”

SECTION 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT.

The City Council finds that adoption of this ordinance is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., “CEQA,” and 14 Cal. Code Reg. §§ 15000 et seq., “CEQA Guidelines”) under the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment, and in this case it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines § 15061(b)(3).)

SECTION 5. SEVERABILITY.

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

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect thirty (30) days from its passage by the City Council.

Within 15 days of adoption of this Ordinance, the City Clerk shall certify to the adoption of this Ordinance and cause it to be published in a newspaper of general circulation printed and published within the City of Wildomar, in accordance with Government Code § 36933.

SECTION 7. That nothing in this Ordinance or in the 2021 edition of the International Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

SECTION 8. PUBLICATION.

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and posting procedure authorized under Government Code Section 36933(c).

INTRODUCED AND APPROVED FOR FIRST READING this 13th day of April, 2022

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item 3.2
GENERAL BUSINESS
Meeting Date: April 13, 2022

TO: Mayor and City Council Members

FROM: Robert A. Howell, Administrative Services Director

PREPARED BY: Adam J. Jantz, Administrative Analyst II

SUBJECT: FY 2021-22 3rd Quarter Budget Report

STAFF REPORT

RECOMMENDATIONS:

Staff recommends that the City Council review and approve the Fiscal Year 2021-22 3rd Quarter Report, and adopt a Resolution entitled:

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,
AUTHORIZING AMENDMENTS TO THE FY 2021-22 BUDGETED REVENUES AND
EXPENSES

3rd QUARTER BUDGET REPORT

BACKGROUND:

This 3rd Quarter budget report for Fiscal Year 2021-22 reflects the Finance Division of the Administrative Services Department's continued efforts to provide timely, accurate, and understandable financial information to assist the City Council with the decision-making process. All funds have been reviewed in preparing this report.

The 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 Other and Non-General Funds.

The primary purposes of this 3rd Quarter 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 that materially impact fund balances

DISCUSSION:

The City Council has approved adjustments on October 9, 2021, and February 9, 2022, on the June 9, 2021 adopted budget.

For the 3rd Quarter Budget Report, the City proposes the following adjustments to revenues:

Revenue Adjustments				
Fund	Adjusted Budget	Recommended		Proposed Budget
		Adjustments		
General	\$ 15,209,800	\$ 12,700		\$ 15,222,500
Measure AA	\$ 3,477,600	\$ 1,523,900		\$ 5,001,500
ARPA	\$ 4,453,000	\$ -		\$ 4,453,000
General Plan Update	\$ -	\$ 250,000		\$ 250,000
Cemetery	\$ 705,800	\$ 17,600		\$ 723,400
Remaining Non-General	\$ 16,911,000	\$ 59,100		\$ 16,970,100
Total:	\$ 40,757,200	\$ 1,863,300		\$ 42,620,500

The General Fund revenues are proposed to increase a net of \$12,700 due to higher Motor Vehicle License Fees received. On Measure AA, staff is recommending an increase of \$1,523,900 to the sales and use tax revenues based on the 7-month actuals received. This would move the Measure AA sales and use tax revenues from \$3,476,100 to \$5,000,000.

Staff is recommending \$250,000 be added to the new General Plan Update Fund (Fund 125) as a Transfer-In from the General Fund to reflect the use of Cannabis Sales Tax as a funding mechanism for the update.

For Non-General Funds, staff recommends an increase of \$17,600 in Cemetery revenue due to high activity, and an increase of \$59,100 for CFD 2013-1 Zone 19 to fully fund the Zone.

Expenditure Adjustments				
Fund	Adjusted Budget	Recommended		Proposed Budget
		Adjustments		
General	\$ 15,336,600	\$ 283,500		\$ 15,620,100
Measure AA	\$ 4,350,400	\$ 12,000		\$ 4,362,400
ARPA	\$ 1,127,200	\$ 42,800		\$ 300,400
General Plan Update	\$ 557,000	\$ -		\$ 5,442,500
Cemetery	\$ 948,600	\$ -		\$ 3,516,000
Remaining Non-General	\$ 18,540,100	\$ 5,400		\$ 11,962,200
Total:	\$ 40,859,900	\$ 343,700		\$ 41,203,600

Staff is recommending a net increase of \$283,500 in General Fund expenditures. A transfer-out of \$250,000 to the General Plan Update Fund to reflect the use of Cannabis sales tax revenue. The remaining amount of the expenditure increase is for non-Departmental recurring contractual services expenses for additional janitorial costs, City Hall security service patrols, and increased IT services.

Staff is recommending an increase of \$42,800 to the American Rescue Plan Act (ARPA) Fund to account for Covid-19 related expenses. Staff is recommending an increase to the Measure AA Fund of \$12,000 due to increased legal expenses that are related to homelessness activity.

Staff is also recommending an increase of \$5,400 in the CFD 2013-1 Maintenance Fund (Fund 260) due to increase electrical expenses.

These proposed changes reflect the Administrative Services Department's efforts to provide accurate financial information to the public and City Council, and to assist with the decision-making process.

FISCAL IMPACT:

MID-YEAR BUDGET REPORT:

\$12,700 General Fund Revenue Net Increase
\$283,500 General Fund Expenditures Net Increase
\$1,773,900 Other General Fund Revenue Net Increase
\$54,800 Other General Fund Expenditures Net Increase
\$76,700 Non-General Fund Revenue Net Increase
\$5,400 Non-General Fund Expenditures Net Increase

Submitted by:

Robert A. Howell
Administrative Services Director

Approved by:

Daniel A. York
City Manager

ATTACHMENTS:

Resolution 2022-XX
FY 2021-22 3rd Quarter Budget Financial Reports and Proposed Adjustments

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2021-22 BUDGETED REVENUES AND EXPENSES

WHEREAS, The City of Wildomar Biennial Budget for FY 2021-22 and FY 2022-23 was approved by the Wildomar City Council on June 9th, 2021;

WHEREAS, The Wildomar City Council approved on June 30th, 2021, the Authorized Position Schedules for FY 2021-22 and FY 2022-23;

WHEREAS, The City of Wildomar FY 2020-21 Budget was amended and approved by the Wildomar City Council on October 13th, 2021;

WHEREAS, The City of Wildomar FY 2020-21 Budget was amended and approved by the Wildomar City Council on February 9th, 2022;

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar authorizes the amendment to the FY 2021-22 Budgets increasing the total amount of projected revenues to \$42,620,500 and total projected expenditures to \$41,203,600.

PASSED, APPROVED, AND ADOPTED this 13th day of April, 2022.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales, CMC
City Clerk



Total City of Wildomar Budget Summary

FY 2021-22 Budget Review
3rd Quarter FY2021-22

	Beginning Fund Balance	Approved Revenues	Proposed 3rd Quarter Revenue Adjustments	Estimated Funds Available	Approved Appropriations	Proposed 3rd Quarter Expenditure Adjustments	Estimated Available Fund Balance
	6/30/2021	2021-22	2021-22	2021-22	2021-22	2021-22	6/30/2022
General Fund							
100 General Fund	\$ 2,404,172	\$ 15,209,800	\$ 12,700	\$ 17,626,672	\$ 15,336,600	\$ 283,500	\$ 2,006,572
110 Development Agreement	40,620	389,600	-	430,220	82,500	-	347,720
115 ARPA Fund	-	4,453,000	-	4,453,000	1,127,200	42,800	3,283,000
120 Measure AA	3,275,441	3,477,600	1,523,900	8,276,941	4,350,400	12,000	3,914,541
125 General Plan Update	-	-	250,000	250,000	557,000	-	(307,000)
Total General Funds	5,720,233	23,530,000	1,786,600	31,036,833	21,453,700	338,300	9,244,833
Non-General Funds							
200 Gas Tax	(702,825)	952,500	-	249,675	936,200	-	(686,525)
201 Measure A	228,181	703,100	-	931,281	804,700	-	126,581
203 TDA Fund	-	575,000	-	575,000	575,000	-	-
210 AQMD	208,645	46,000	-	254,645	51,800	-	202,845
251 LLMD 89-1C	1,033,435	332,000	-	1,365,435	467,500	-	897,935
252 CSA-22	(90,517)	31,400	-	(59,117)	45,500	-	(104,617)
253 CSA-103	(277,893)	173,700	-	(104,193)	199,500	-	(303,693)
254 CSA-142	99,245	36,800	-	136,045	34,800	-	101,245
255 Measure Z Parks Fund	226,672	429,900	-	656,572	477,000	-	179,572
259 CFD 2017-1 DIF Deferral	21,238	89,300	-	110,538	83,800	-	26,738
260 CFD 2013-1 Maintenance	245,433	54,200	-	299,633	54,100	5,400	240,133
261 CFD 2013-1 Annex 1 Zone 3	340,962	61,500	-	402,462	69,500	-	332,962
262 CFD 2013-1 Annex 2 Zone 4	(2,186)	300	-	(1,886)	1,200	-	(3,086)
263 CFD 2013-1 Annex 3 Zone 5	164,160	40,700	-	204,860	40,600	-	164,260
264 CFD 2013-1 Annex 4 Zone 6	-	-	-	-	-	-	-
265 CFD 2013-1 Annex 5 Zone 7	-	-	-	-	-	-	-
266 CFD 2013-1 Annex 6 Zone 8	33,654	8,900	-	42,554	8,900	-	33,654
267 CFD 2013-1 Annex 7 Zone 9	51,012	11,100	-	62,112	11,100	-	51,012
268 CFD 2013-1 Annex 8 Zone 10	-	-	-	-	-	-	-
269 CFD 2013-1 Spec Tax B	197	126,100	-	126,297	17,300	-	108,997
270 CFD 2013-1 Zone 11	51,344	16,800	-	68,144	16,800	-	51,344
271 CFD 2013-1 Zone 13	2,220	1,200	-	3,420	1,100	-	2,320
272 CFD 2013-1 Zone 14	19,382	6,900	-	26,282	6,800	-	19,482
273 CFD 2013-1 Zone 15	25,693	16,500	-	42,193	16,500	-	25,693
274 CFD 2013-1 Zone 16	6,702	7,000	-	13,702	7,000	-	6,702
275 CFD 2013-1 Zone 17	-	-	-	-	-	-	-
276 CFD 2013-1 Zone 18	19,304	19,800	-	39,104	19,800	-	19,304
277 CFD 2013-1 Zone 19	14,692	15,700	59,100	89,492	15,600	-	73,892
278 CFD 2013-1 Zone 20	-	-	-	-	-	-	-
279 CFD 2013-1 Zone 21	-	2,400	-	2,400	2,400	-	-
280 Grants	(164,633)	375,000	-	210,367	300,400	-	(90,033)
281 SLESF	-	150,000	-	150,000	150,000	-	-
282 CDBG	(33,245)	35,000	-	1,755	32,500	-	(30,745)
283 PEG Grant	54,963	35,000	-	89,963	26,800	-	63,163
284 Streetlights	150,957	175,400	-	326,357	173,700	-	152,657
290 COVID-19	-	-	-	-	-	-	-
300 Cemetery	1,175,462	705,800	17,600	1,898,862	948,600	-	950,262
301 Cemetery Endowment	281,808	59,000	-	340,808	-	-	340,808
302 Cemetery CIP	16,137	50,000	-	66,137	50,000	-	16,137
410 Administrative Svs - Dif	(94,379)	4,600	-	(89,779)	15,000	-	(104,779)
420 Public Facilities - Dif	376,903	34,800	-	411,703	-	-	411,703
421 Police - Dif	515,996	20,600	-	536,596	-	-	536,596
422 Animal Shelter - Dif	(725,133)	19,600	-	(705,533)	48,800	-	(754,333)
423 Corporate Yard - Dif	(11,731)	7,200	-	(4,531)	-	-	(4,531)
430 Fire Facilities - Dif	727,266	39,900	-	767,166	-	-	767,166
440 Trans & Roads - Dif	3,123,035	434,700	-	3,557,735	1,732,400	-	1,825,335
450 Trans & Signals - Dif	507,657	53,600	-	561,257	534,100	-	27,157
451 Drainage - Dif	765,958	144,400	-	910,358	123,600	-	786,758
460 Park Land Acquisitions-Dif	(117,536)	46,800	-	(70,736)	-	-	(70,736)
461 Park Improvements-Dif	699,791	307,700	-	1,007,491	256,800	-	750,691
470 Community Center - Dif	315,050	37,200	-	352,250	-	-	352,250
480 Multi-purpose Trails - Dif	352,023	68,300	-	420,323	-	-	420,323
490 Library - Dif	52,617	-	-	52,617	19,000	-	33,617
500 RMRA Capital Projects	756,107	714,300	-	1,470,407	1,100,000	-	370,407
501 Capital Reinvestment	-	259,300	-	259,300	259,300	-	-
502 RCFC Fund	(77,489)	206,300	-	128,811	206,300	-	(77,489)
503 TUMF Fund	(529,305)	5,445,100	-	4,915,795	5,442,500	-	(526,705)
504 CMAQ Fund	-	-	-	-	-	-	-
505 MSRC Fund	-	-	-	-	-	-	-
506 HSIP Fund	(26,158)	81,900	-	55,742	65,000	-	(9,258)
507 Misc State Funded Projects	-	440,900	-	440,900	440,900	-	-
508 Local Capital Grants	(202,470)	3,516,000	-	3,313,530	3,516,000	-	(202,470)
Total Non-General Funds	\$ 9,608,405	\$ 17,227,200	\$ 76,700	\$ 26,912,305	\$ 19,406,200	\$ 5,400	\$ 7,500,705
Total City Funds	\$ 15,328,638	\$ 40,757,200	\$ 1,863,300	\$ 57,949,138	\$ 40,859,900	\$ 343,700	\$ 16,745,538
Total Adjusted Revenue: \$ 42,620,500 Total Adjusted Expenditures: \$ 41,203,600							

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100 General Fund						
3100 Sales & Use Tax	2,433,100	1,664,469	768,631	68%	195,000	2,628,100
3104 Pass-Through Property Tax	175,000	65,523	109,477	37%	-	175,000
3105 Property Tax-Secured	4,304,700	2,478,608	1,826,092	58%	-	4,304,700
3106 Property Tax-Unsecured	187,300	187,226	74	100%	-	187,300
3107 Property Tax-Prior Year	126,700	109,185	17,515	86%	-	126,700
3108 Property Tax-HOPTR	43,800	20,610	23,190	47%	-	43,800
3109 Property Tax-Supplemental, SBE	68,600	17,164	51,436	25%	-	68,600
3110 Real Property Transfer Tax	203,700	172,269	31,431	85%	-	203,700
3113 Property Tax-Misc Adjustments	1,000	763	237	76%	-	1,000
3120 Franchise Fee-Solid Waste	380,000	255,572	124,428	67%	-	380,000
3121 Franchise Fee-Electricity	388,000	-	388,000	0%	-	388,000
3122 Franchise Fee-Gas	93,000	-	93,000	0%	-	93,000
3123 Franchise Fee Cable-Charter	180,000	95,993	84,007	53%	-	180,000
3124 Franchise Fee-Telecomm-Frontier	110,000	42,673	67,327	39%	-	110,000
3200 Business Registration Fee	50,000	36,275	13,725	73%	-	50,000
3201 NPDES Inspection Fee	8,000	1,950	6,050	24%	-	8,000
3210 Planning Fee	500	500	-	100%	-	500
3220 Cannabis Application Fee	96,000	45,474	50,526	47%	-	96,000
3221 Cannabis Regulatory Fee	214,000	124,789	89,211	58%	-	214,000
3230 Develop/Engineering Permit Fee	8,000	5,111	2,889	64%	-	8,000
3235 Encroachment Permit	92,900	73,901	18,999	80%	-	92,900
3240 Building & Safety Fee	350,000	331,495	18,505	95%	-	350,000
3244 MSHCP Admin Fee	2,700	216	2,484	8%	-	2,700
3250 Fire Fees	65,500	36,231	29,269	55%	-	65,500
3260 Private Development Fee - Pln & Bld	903,500	537,812	365,688	60%	-	903,500
3261 Development Engineering Fee	540,800	230,491	310,309	43%	-	540,800
3268 Code Enforcement Revenue	45,000	26,063	18,937	58%	-	45,000
3270 Fines & Forfeitures	55,000	24,124	30,876	44%	-	55,000
3271 AMR Fines	20,000	5,142	14,858	26%	-	20,000
3300 Abandoned Property Registration	1,000	300	700	30%	-	1,000
3310 Public Safety Revenue	16,000	10,865	5,135	68%	-	16,000
3320 Special Event Revenue	3,000	1,458	1,542	49%	-	3,000
3321 Community Room Rental Fee	500	100	400	20%	-	500
3324 RTA Bus Pass	200	120	80	60%	-	200
3500 Motor Vehicle License Fee	30,000	42,760	(12,760)	143%	12,800	42,800
3501 Vehicle License Fee Replacement SB130	2,960,000	1,480,670	1,479,330	50%	-	2,960,000
3525 SB90 State Mandated Cost Reimb	15,000	15	14,985	0%	-	15,000
3535 County/Special Dist. Reimb.	16,500	12,175	4,325	74%	-	16,500
3800 Interest Income	20,000	10,306	9,694	52%	-	20,000
3803 NSF Fees	100	-	100	0%	-	100
3810 Settlement Proceeds	59,100	59,028	72	100%	-	59,100
3848 Breakfast with Santa	1,700	1,687	14	99%	-	1,700
3850 Miscellaneous Income	15,000	3,720	11,280	25%	-	15,000
3852 Donations	3,100	3,020	80	97%	-	3,100
3856 Community Clean-Up Reimb.	3,200	3,143	57	98%	-	3,200
3900 Transfers In	723,300	-	723,300	0%	-	723,300
3903 DAERF Administrative Services Fees	200	-	200	0%	-	200
3960 Canyon Lake Building Services	195,100	-	195,100	0%	(195,100)	-
Total General Fund	15,209,800	8,218,995	6,990,805	54%	12,700	15,222,500

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110 Development Agreement						
3222 Cannabis Development Agreement Fee	142,000	97,320	44,680	69%		142,000
3232 Development Agreement Fee	247,500	-	247,500	0%		247,500
3800 Interest Income	100	-	100	0%		100
Total Development Agreement	389,600	97,320	292,280	25%	-	389,600
115 ARPA Fund						
3540 American Rescue Plan Act Revenue	4,453,000	4,452,984	16	100%	-	4,453,000
Total ARPA Fund	4,453,000	4,452,984	16	100%	-	4,453,000
120 Measure AA Fund						
3100 Sales & Use Tax	3,476,100	3,228,956	247,144	93%	1,523,900	5,000,000
3800 Interest Income	1,500	-	1,500	0%	-	1,500
Total Measure AA Fund	3,477,600	3,228,956	248,644	93%	1,523,900	5,001,500
125 General Plan Update Fund						
3100 Sales & Use Tax	-	-	-		-	-
3800 Interest Income	-	-	-		-	-
3900 Transfers In	-	-	-		250,000	250,000
Total General Plan Update Fund	-	-	-		250,000	250,000
200 Gas Tax						
3503 Gas Tax 2103	286,600	207,210	79,390	72%	-	286,600
3505 Gas Tax 2105	210,500	140,331	70,169	67%	-	210,500
3506 Gas Tax 2106	131,700	90,250	41,450	69%	-	131,700
3507 Gas Tax 2107	267,700	155,439	112,261	58%	-	267,700
3508 Gas Tax 2107.5	6,000	6,000	-	100%	-	6,000
3900 Transfers In	50,000	-	50,000	0%	-	50,000
Total Gas Tax	952,500	599,230	353,270	63%	-	952,500
201 Measure A						
3520 Measure A Revenue	703,000	324,758	378,242	46%	-	703,000
3800 Interest Income	100	-	100	0%	-	100
3850 Miscellaneous Income	-	67	(67)	0%	-	-
Total Measure A	703,100	324,825	378,275	46%	-	703,100
203 TDA Fund						
3524 TDA Article 3 Rev	575,000	-	575,000	0%	-	575,000
Total TDA Fund	575,000	-	575,000	0%	-	575,000
210 AQMD						
3510 AQMD-AB2766	46,000	23,363	22,637	51%		46,000
Total AQMD	46,000	23,363	22,637	51%	-	46,000

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251 LLMD 89-1C						
8181 Zone 181 Special Assessment	26,400	13,305	13,095	50%		26,400
8803 Zone 3 Special Assessment	107,700	55,678	52,022	52%		107,700
8818 Zone 18 STL Special Assessment	900	778	122	86%		900
8826 Zone 26 STL Special Assessment	1,200	513	687	43%		1,200
8827 Zone 27 STL Special Assessment	1,400	593	807	42%		1,400
8829 Zone 29 Special Assessment	1,100	432	668	39%		1,100
8830 Zone 30 Special Assessment	33,900	18,373	15,527	54%		33,900
8835 Zone 35 STL Special Assessment	100	(60)	160	-60%		100
8842 Zone 42 Special Assessment	36,000	18,265	17,735	51%		36,000
8850 Zone 50 STL Special Assessment	400	71	329	18%		400
8851 Zone 51 Special Assessment	8,500	4,500	4,000	53%		8,500
8852 Zone 52 Special Assessment	68,600	36,983	31,617	54%		68,600
8859 Zone 59 Special Assessment	5,400	2,634	2,766	49%		5,400
8862 Zone 62 Special Assessment	18,400	9,335	9,065	51%		18,400
8867 Zone 67 Special Assessment	7,900	4,179	3,721	53%		7,900
8870 Zone 70 STL Special Assessment	1,300	710	590	55%		1,300
8871 Zone 71 Special Assessment	11,400	5,659	5,741	50%	-	11,400
8872 Zone 71 Spec. Assess-Lighting	500	135	365	27%		500
8873 Zone 73 STL Special Assessment	900	343	557	38%		900
Total LLMD 89-1C	332,000	172,428	159,572	52%	-	332,000
252 CSA-22						
3550 Special Assessment	31,400	16,183	15,217	52%	-	31,400
Total CSA-22	31,400	16,183	15,217	52%	-	31,400
253 CSA-103						
3557 Special Assessment - Street Lights	151,100	78,128	72,972	52%	-	151,100
3558 Special Assessment - Landscape	22,600	11,588	11,012	51%	-	22,600
Total CSA-103	173,700	89,716	83,984	52%	-	173,700
254 CSA-142						
3550 Special Assessment	36,800	18,298	18,502	50%	-	36,800
Total CSA-142	36,800	18,298	18,502	50%	-	36,800
255 Measure Z Park						
3320 Special Event Revenue	26,400	5,703	20,697	22%	-	26,400
3550 Special Assessment	392,700	191,881	200,819	49%	-	392,700
3553 Marna O'Brien Park-Facility Rent	10,000	9,307	693	93%	-	10,000
3555 Windsong Park-Facility Rent	100	25	75	25%	-	100
3800 Interest Income	200	-	200	0%	-	200
3852 Donations	500	500	-	100%	-	500
Total Measure Z Park	429,900	207,415	222,485	48%	-	429,900
259 CFD 2017-1 DIF Deferral						
3552 Special Assessment	89,300	43,263	46,037	48%	-	89,300
Total CFD 2017-1	89,300	43,263	46,037	48%	-	89,300

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260 CFD 2013-1						
3551 Special Assessment Tax - Zone 1	33,200	15,783	17,417	48%	-	33,200
3552 Special Assessment Tax - Zone 2	21,000	11,162	9,838	53%	-	21,000
Total CFD 2013-1	54,200	26,945	27,255	50%	-	54,200
261 CFD 2013-1 Zn 3						
3551 Special Assessment Tax A- Maintenance	61,500	30,880	30,620	50%	-	61,500
Total CFD 2013-1 Annex 1 Zn 3	61,500	30,880	30,620	50%	-	61,500
262 CFD 2013-1 Zn 4						
3551 Special Assessment Tax A- Maintenance	300	24	276	8%	-	300
Total CFD 2013-1 Annex 2 Zn 4	300	24	276	8%	-	300
263 CFD 2013-1 Zn5						
3551 Special Assessment Tax A- Maintenance	40,700	20,519	20,181	50%	-	40,700
Total CFD 2013-1 Annex 3 Zn5	40,700	20,519	20,181	50%	-	40,700
266 CFD 2013-1 Zn8						
3551 Special Assessment Tax A- Maintenance	8,900	4,852	4,048	55%	-	8,900
Total CFD 2013-1 Annex 6 Zn8	8,900	4,852	4,048	55%	-	8,900
267 CFD 2013-1 Zn9						
3551 Special Assessment Tax A- Maintenance	11,100	5,529	5,571	50%	-	11,100
Total CFD 2013-1 Annex 7 Zn9	11,100	5,529	5,571	50%	-	11,100
269 CFD 2013-1 Special Tax B						
3552 Special Assessment Tax B- Public Safety	126,100	70,541	55,559	56%	-	126,100
Total CFD 2013-1 Special Tax B	126,100	70,541	55,559	56%	-	126,100
270 CFD 2013-1 Zn11						
3551 Special Assessment Tax A- Maintenance	16,800	8,419	8,381	50%	-	16,800
Total CFD 2013-1 Zn11	16,800	8,419	8,381	50%	-	16,800
271 CFD 2013-1 Zn13						
3551 Special Assessment Tax A- Maintenance	1,200	474	726	40%	-	1,200
Total CFD 2013-1 Zn13	1,200	474	726	40%	-	1,200
272 CFD 2013-1 Zn14						
3551 Special Assessment Tax A- Maintenance	6,900	6,848	52	99%	-	6,900
Total CFD 2013-1 Zn14	6,900	6,848	52	99%	-	6,900

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273 CFD 2013-1 Zn15						
3551 Special Assessment Tax A- Maintenance	16,500	8,267	8,233	50%		16,500
Total CFD 2013-1 Zn15	16,500	8,267	8,233	50%	-	16,500
274 CFD 2013-1 Zn16						
3551 Special Assessment Tax A- Maintenance	7,000	2,426	4,574	35%		7,000
Total CFD 2013-1 Zn16	7,000	2,426	4,574	35%	-	7,000
276 CFD 2013-1 Zn18						
3551 Special Assessment Tax A- Maintenance	19,800	7,425	12,375	38%		19,800
Total CFD 2013-1 Zn18	19,800	7,425	12,375	38%	-	19,800
277 CFD 2013-1 Zn19						
3551 Special Assessment Tax A- Maintenance	15,700	37,385	(21,685)	238%	59,100	74,800
Total CFD 2013-1 Zn19	15,700	37,385	(21,685)	238%	59,100	74,800
279 CFD 2013-1 Zn21						
3551 Special Assessment Tax A- Maintenance	2,400	1,112	1,288	46%		2,400
Total CFD 2013-1 Zn21	2,400	1,112	1,288	46%	-	2,400
280 Grants						
3540 Grant Revenue	375,000	-	375,000	0%	-	375,000
Total Grants	375,000	-	375,000	0%	-	375,000
281 SLESF						
3521 SLESF Revenue	150,000	111,285	38,715	74%	-	150,000
Total SLESF	150,000	111,285	38,715	74%	-	150,000
282 CDBG						
3540 Grant Revenue	35,000	-	35,000	0%		35,000
Total CDBG	35,000	-	35,000	0%	-	35,000
283 Public Education & Government (PEG) Fund						
3125 PEG Fee - Cable-Charter Comm	35,000	19,315	15,685	55%		35,000
Total PEG	35,000	19,315	15,685	55%	-	35,000
284 Streetlight Fund						
3700 Streetlight Pole Cost Reimbursement	173,900	-	173,900	0%	-	173,900
3800 Interest Income	1,500	-	1,500	0%	-	1,500
Total Streetlight	175,400	-	175,400	0%	-	175,400

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300 Cemetery						
3104 RPTTF Redevelopment Property Tax	21,000	10,493	10,507	50%		21,000
3105 Property Tax-Secured	509,200	302,299	206,901	59%		509,200
3106 Property Tax-Unsecured	22,800	22,727	73	100%		22,800
3107 Property Tax-Prior Year	3,500	6,911	(3,411)	197%	4,600	8,100
3108 Property Tax-HOPTR	5,300	2,502	2,798	47%		5,300
3109 Property Tax-Supplemental, SBE	13,400	5,162	8,238	39%		13,400
3111 Property Tax-Teeter	9,800	-	9,800	0%		9,800
3113 Property Tax-Misc Adjustments	200	93	107	46%		200
3800 Interest Income	1,500	-	1,500	0%		1,500
3850 Miscellaneous Income	100	-	100	0%		100
4100 Cemetery - Plots	82,000	66,280	15,720	81%		82,000
4101 Cemetery - Vaults	7,000	8,481	(1,481)	121%	3,000	10,000
4102 Cemetery - Niche Walls	1,000	-	1,000	0%		1,000
4103 Cemetery - Open/Close	16,000	19,125	(3,125)	120%	4,000	20,000
4104 Cemetery - Setting fees	3,000	3,980	(980)	133%	2,000	5,000
4105 Cemetery - Out of District	8,000	9,500	(1,500)	119%	2,000	10,000
4106 Cemetery - Vases	1,000	1,400	(400)	140%	1,000	2,000
4107 Saturday Service Fees	1,000	1,386	(386)	139%	1,000	2,000
Total Cemetery	705,800	460,337	245,463	65%	17,600	723,400
301 Cemetery Endowment						
3536 Endowment	55,000	46,020	8,980	84%		55,000
3800 Interest Income	4,000	2,239	1,761	56%		4,000
3801 Gain or Loss on Investment	-	(8,205)	8,205	0%		-
Total Cemetery Endowment	59,000	40,053	18,947	68%	-	59,000
302 Cemetery CIP						
3900 Transfer In	50,000	-	50,000	0%	-	50,000
Total Cemetery CIP	50,000	-	50,000	0%	-	50,000
410 Admin DIF						
3561 DIF-Single Family Residence	4,600	1,952	2,648	42%		4,600
Total Admin DIF	4,600	1,952	2,648	42%	-	4,600
420 Public Facilities DIF						
3561 DIF-Single Family Residence	30,100	26,986	3,114	90%		30,100
3563 DIF-Commercial	4,700	4,645	55	99%		4,700
Total Public Facilities DIF	34,800	31,632	3,168	91%	-	34,800
421 Police DIF						
3561 DIF-Single Family Residence	17,800	17,127	673	96%		17,800
3563 DIF-Commercial	2,800	2,755	45	98%		2,800
Total Police DIF	20,600	19,882	718	97%	-	20,600
422 Animal Shelter DIF						
3561 DIF-Single Family Residence	19,600	23,106	(3,506)	118%		19,600
Total Animal Shelter DIF	19,600	23,106	(3,506)	118%	-	19,600

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423 Corp Yard DIF						
3561 DIF-Single Family Residence	6,200	-	6,200	0%		6,200
3563 DIF-Commercial	1,000	954	46	95%		1,000
Total Corp Yard DIF	7,200	954	6,246	13%	-	7,200
430 Fire Facilities DIF						
3561 DIF-Single Family Residence	34,500	33,198	1,302	96%		34,500
3563 DIF-Commercial	5,400	5,311	89	98%		5,400
Total Fire Facilities DIF	39,900	38,509	1,391	97%	-	39,900
440 Trans-Roads DIF						
3561 DIF-Single Family Residence	242,100	232,990	9,110	96%		242,100
3563 DIF-Commercial	192,600	192,581	19	100%		192,600
Total Trans-Roads DIF	434,700	425,571	9,129	98%	-	434,700
450 Trans-Signals DIF						
3561 DIF-Single Family Residence	31,500	30,354	1,146	96%		31,500
3563 DIF-Commercial	22,100	22,002	98	100%		22,100
Total Trans-Signals DIF	53,600	52,356	1,244	98%	-	53,600
451 Drainage DIF						
3561 DIF-Single Family Residence	144,400	96,988	47,412	67%		144,400
Total Drainage DIF	144,400	96,988	47,412	67%	-	144,400
460 Park Land Acquisition DIF						
3561 DIF-Single Family Residence	46,800	45,044	1,756	96%		46,800
Total Park Land Acquisition DIF	46,800	45,044	1,756	96%	-	46,800
461 Park Improvements DIF						
3561 DIF-Single Family Residence	307,700	275,723	31,977	90%		307,700
Total Park Improvements DIF	307,700	275,723	31,977	90%	-	307,700
470 Community Ctr DIF						
3561 DIF-Single Family Residence	37,200	35,854	1,346	96%		37,200
Total Community Ctr DIF	37,200	35,854	1,346	96%	-	37,200
480 Multipurpose Trails DIF						
3561 DIF-Single Family Residence	59,100	56,889	2,211	96%		59,100
3563 DIF-Commercial	9,200	9,111	89	99%		9,200
Total Multipurpose Trails DIF	68,300	66,000	2,300	97%	-	68,300

City of Wildomar
Revenue Group Budget Report
3rd Quarter Report FY 2021/22
July 1st, 2021 to March 31st, 2022

<u>Account Number</u>	<u>Budget</u>	<u>9 Month Actuals</u>	<u>Remaining Budget</u>	<u>% Received</u>	<u>Requested Budget Change</u>	<u>Proposed Budget</u>
500 RMRA Capital Projects						
3540 RMRA Revenue	714,300	371,184	343,116	52%		714,300
Total RMRA Capital Projects	714,300	371,184	343,116	52%	-	714,300
501 Capital Reinvestment						
3541 EVMWD Reimb. Payments	59,300	-	59,300	0%	-	59,300
3900 Transfer In	200,000	-	200,000	0%		200,000
Total Capital Reinvestment	259,300	-	259,300	0%	-	259,300
502 RCFC Fund						
3540 Grant Revenue	206,300	-	206,300	0%		206,300
Total RCFC	206,300	-	206,300	0%	-	206,300
503 TUMF Fund						
3540 Grant Revenue	5,445,100	509,680	4,935,420	9%		5,445,100
Total TUMF	5,445,100	509,680	4,935,420	9%	-	5,445,100
506 HSIP Fund						
3540 Grant Revenue	16,900	16,852	48	100%		16,900
3900 Transfers In	65,000	-	65,000	0%		65,000
Total HSIP	81,900	16,852	65,048	21%	-	81,900
507 Misc State Funded Projects						
3540 Grant Revenue	440,900	-	440,900	0%		440,900
Total Misc State Funded Projects	440,900	-	440,900	0%	-	440,900
508 Local Capital grants-Misc						
3540 Grant Revenue	3,516,000	-	3,516,000	0%		3,516,000
Total Local Capital Grants-Misc	3,516,000	-	3,516,000	0%	-	3,516,000
Total	\$ 40,757,200	\$ 20,366,901	\$ 20,390,299	50%	1,863,300	\$ 42,620,500

CITY OF WILDOMAR
Expenditure Status Report
3rd Quarter FY 2021-22
July 1, 2021 to March 31, 2022

Fund	Budget	9 Month Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
General Fund						
100 General Fund						
General Government						
City Council	\$ 320,500	\$ 121,632	\$ 198,868	38%	\$ -	\$ 320,500
City Manager	638,000	247,458	390,542	39%	-	638,000
City Clerk	282,000	88,971	193,029	32%	-	282,000
City Attorney	104,400	31,960	72,440	31%	-	104,400
Economic Development	316,800	129,482	187,318	41%	-	316,800
Administrative Services	719,800	369,132	350,668	51%	-	719,800
Human Resources	137,900	61,013	76,887	44%	-	137,900
Community Services	69,100	15,015	54,085	22%	-	69,100
O'Brien Park	1,500	-	1,500	0%	-	1,500
Ball Fields	23,700	7,645	16,055	32%	-	23,700
11 Acre Park	900	-	900	0%	-	900
27 Acre Park	2,400	789	-	33%	-	2,400
Non-Departmental/Facilities	1,267,100	666,009	601,091	53%	283,500	1,550,600
General Government Total	3,884,100	1,739,106	2,144,995	45%	283,500	4,167,600
Community Development						
Community Development Administration	187,200	44,915	142,285	24%	-	187,200
Planning Commission	13,600	9,963	3,637	73%	-	13,600
Building and Safety	617,400	310,174	307,226	50%	-	617,400
Planning	318,100	126,657	191,443	40%	-	318,100
Private Development	475,400	389,442	85,958	82%	-	475,400
Development Engineering	558,100	211,560	346,540	38%	-	558,100
Cannabis Compliance	77,400	349	77,051	0%	-	77,400
Code Enforcement	424,900	205,314	219,586	48%	-	424,900
Community Development Total	2,672,100	1,298,373	1,373,727	49%	-	2,672,100
Public Works/Engineering	675,000	148,136	526,864	22%	-	675,000
Public Safety						
Office of Emergency Mgmt	25,100	560	24,540	2%	-	25,100
Police	5,319,700	2,205,542	3,114,158	41%	-	5,319,700
Fire	2,264,500	481,877	1,782,623	21%	-	2,264,500
Animal Control	496,100	309,817	186,283	62%	-	496,100
Public Safety Total	8,105,400	2,997,797	5,107,603	37%	-	8,105,400
100 General Fund Total	15,336,600	6,183,410.84	9,153,189	40%	\$ 283,500	15,620,100

CITY OF WILDOMAR
Expenditure Status Report
3rd Quarter FY 2021-22
July 1, 2021 to March 31, 2022

Fund	Budget	9 Month Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
110 Development Agreement						
Bundy Canyon/Sellers Traffic Signal CIP077	82,500	-	82,500	0%	-	82,500
Total Development Agreement	82,500	-	82,500	0%	-	82,500
115 American Rescue Plan Act						
General Government	900,600	263,663	636,937	29%	85,100	985,700
Public Works	6,500	5,785	715	89%	6,500	13,000
Public Safety	215,800	31,235	184,565	14%	(49,000)	166,800
Cemetery	4,300	2,988	1,312	69%	200	4,500
Total ARPA	1,127,200	303,672	823,528	27%	42,800	1,170,000
120 Measure AA						
Public Works/Engineering	500,000	237,857	262,143	48%	-	500,000
Palomar/Clinton Keith Sidewalk CIP059	231,400	-	231,400	0%	-	231,400
Right-of-Way Enhancement Program CIP066	100,000	-	100,000	0%	-	100,000
Bundy/Sellers Traffic Signal CIP077	30,400	-	30,400	0%	-	30,400
Bundy/Monte Vista Traffic Signal CIP078	133,600	-	133,600	0%	-	133,600
Monte Vista/Wall at Line C Basin CIP079	25,000	3,015	21,985	12%	-	25,000
New Fire Station Site Planning CIP093	50,000	-	50,000	0%	-	50,000
Palomar Widening CIP028-2	115,000	-	115,000	0%	-	115,000
Auditing/Admin Services	2,800	2,750	50	98%	-	2,800
Non-Departmental/City Facilities	100	52	48	52%	-	100
Bundy Canyon/Scott Road Widening	274,500	1,434	273,066	1%	-	274,500
Slurry Seal	200,000	200,000	-	100%	-	200,000
Code Enforcement	126,300	4,170	122,130	3%	-	126,300
Police	886,300	406,391	479,909	46%	-	886,300
Fire	1,518,000	338,840	1,179,160	22%	-	1,518,000
Community Services-Homeless Program	157,000	129,543	27,457	83%	12,000	169,000
Total Measure AA	4,350,400	1,324,053	3,026,347	30%	12,000	4,362,400
125 General Plan Update						
General Plan Update	557,000	-	557,000	0%	-	557,000
Total General Plan Update	557,000	-	557,000	0%	-	557,000
All General Funds Total:	21,453,700	7,811,136	13,642,564	36%	338,300	21,792,000

CITY OF WILDOMAR
Expenditure Status Report
3rd Quarter FY 2021-22
July 1, 2021 to March 31, 2022

Fund	Budget	9 Month Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
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Non-General Funds

200-GAS TAX

Public Works/Engineering	936,200	391,887	544,313	42%	-	936,200
Total Gas Tax	936,200	391,887	544,313	42%	-	936,200

201-MEASURE A

Public Works/Engineering	804,700	210,136	594,564	26%	-	804,700
Total Measure A	804,700	210,136	594,564	26%	-	804,700

203 TDA

Palomar/Clinton Keith Sidewalk & Bike Trail CIP059	275,000	-	275,000	0%	-	275,000
Bundy Canyon Sidewalk & Bike Lane CIP092	300,000	-	300,000	0%	-	300,000
Total TDA	575,000	-	575,000	0%	-	575,000

210 AQMD

Public Works/Engineering	6,800	-	6,800	0%	-	6,800
Right-of-Way Enhancement Program CIP066	45,000	-	45,000	0%	-	45,000
Total AQMD	51,800	-	51,800	0%	-	51,800

251 LLMD 89-1C

General Government	-	1,012	(1,012)	0%	-	-
Public Works/Engineering Streetlights	-	8,604	(8,604)	0%	-	-
Zone 3 Landscaping	116,200	64,171	52,029	55%	-	116,200
Zone 18	600	-	600	0%	-	600
Zone 26	700	-	700	0%	-	700
Zone 27	1,300	252	1,048	19%	-	1,300
Zone 29	1,400	536	864	38%	300	1,700
Zone 30	15,100	4,385	10,715	29%	(300)	14,800
Zone 35	300	-	300	0%	-	300
Zone 42	29,800	13,543	16,257	45%	-	29,800
Zone 50	300	-	300	0%	-	300
Zone 51	11,600	2,427	9,173	21%	-	11,600
Zone 52	14,800	5,429	9,371	37%	-	14,800
Zone 59 Streetlights	2,200	218	1,982	10%	300	2,500
Zone 59 Landscape	700	750	(50)	107%	(300)	400
Zone 62	14,400	3,364	11,036	23%	-	14,400
Zone 67	4,100	719	3,381	18%	-	4,100
Zone 70	600	-	600	0%	-	600
Zone 71 Streetlights	300	-	300	0%	-	300
Zone 71 Landscape	4,500	2,318	2,182	52%	-	4,500
Zone 73 Streetlights	500	-	500	0%	-	500
Zone 181 Streetlights	1,600	353	1,247	22%	-	1,600
Zone 181 Landscape	4,500	634	3,866	14%	-	4,500
CIP091 Catch Basin Retrofit Project	242,000	600	241,400	0%	-	242,000
LLMD 89-1C Total	467,500	109,315	358,185	23%	-	467,500

252 CSA-22

Street Lights	45,500	7,616	37,884	17%	-	45,500
CSA-22	45,500	7,616	37,884	17%	-	45,500

CITY OF WILDOMAR
Expenditure Status Report
3rd Quarter FY 2021-22
July 1, 2021 to March 31, 2022

Fund		Budget	9 Month Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
253 - CSA 103							
	Landscape & Drainage	19,200	7,987	11,213	42%	-	19,200
	Street Lights	180,300	27,307	152,993	15%	-	180,300
	CSA-103	199,500	35,294	164,206	18%	-	199,500
254 - CSA 142							
	Public Works	3,100	-	3,100	0%	-	3,100
	Street Lights	31,700	4,864	26,836	15%	-	31,700
	CSA-142	34,800	4,864	29,936	14%	-	34,800
255 Measure Z - Parks							
	Community Services	85,400	29,448	55,952	34%	-	85,400
	City Manager	17,600	7,293	10,307	41%	-	17,600
	City Clerk	9,200	3,835	5,365	42%	-	9,200
	O'Brien Park	210,200	100,310	109,890	48%	-	210,200
	Heritage Park	66,500	25,103	41,397	38%	-	66,500
	Windsong Park	67,200	29,912	37,288	45%	-	67,200
	Malaga Park	20,900	8,523	12,377	41%	-	20,900
	Total Measure Z Park	477,000	204,424	272,576	43%	-	477,000
CFD's							
259	CFD 20171 DIF Deferral	83,800	2,042	81,758	2%	-	83,800
260	CFD 2013-1 Maintenance	54,100	29,654	24,446	55%	5,400	59,500
261	CFD 2013-1 Annex 1 Zone 3	69,500	3,829	65,671	6%	-	69,500
262	CFD 2013-1 Annex 2 Zone 4	1,200	691	509	58%	-	1,200
263	CFD 2013-1 Annex 3 Zone 5	40,600	2,421	38,179	6%	-	40,600
266	CFD 2013-1 Annex 6 Zone 8	8,900	867	8,033	10%	-	8,900
267	CFD 2013-1 Annex 7 Zone 9	11,100	-	11,100	0%	-	11,100
269	CFD 2013-1 Spec Tax B	17,300	-	17,300	0%	-	17,300
270	CFD 2013-1 Zone 11	16,800	354	16,446	2%	-	16,800
271	CFD 2013-1 Zone 13	1,100	-	1,100	0%	-	1,100
272	CFD 2013-1 Zone 14	6,800	-	6,800	0%	-	6,800
273	CFD 2013-1 Zone 15	16,500	-	16,500	0%	-	16,500
274	CFD 2013-1 Zone 16	7,000	-	7,000	0%	-	7,000
276	CFD 2013-1 Zone 18	19,800	-	19,800	0%	-	19,800
277	CFD 2013-1 Zone 19	15,600	-	15,600	0%	-	15,600
279	CFD 2013-1 Zone 21	2,400	-	2,400	0%	-	2,400
	Total CFD's	372,500	39,859	332,641	11%	5,400	377,900
280-Grants							
280-430	Housing Element Study 2020/21	131,200	-	131,200	0%	-	131,200
280-xxx	CalRecycle SB1383 Grant	50,000	-	50,000	0%	-	50,000
280-962	CalRecycle CCPP Grant	10,000	-	10,000	0%	-	10,000
280-990	Multi-Family Design Guidelines	16,300	-	16,300	0%	-	16,300
280-991	Zoning Consistency Program	92,900	34,181	58,719	37%	-	92,900
	Total Grants	300,400	34,181	266,219	11%	-	300,400
281-SLESF-COPS Grant							
		150,000	-	150,000	0%	-	150,000
	SLESF	150,000	-	150,000	0%	-	150,000
282-CDBG							
	Sedco Sidewalk Improvement III	32,500	7,971	24,529	25%	-	32,500
	CDBG	32,500	7,971	24,529	25%	-	32,500

CITY OF WILDOMAR
Expenditure Status Report
3rd Quarter FY 2021-22
July 1, 2021 to March 31, 2022

Fund		Budget	9 Month Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
283 PEG Grant							
	Services and Equipment	26,800	1,500	25,300	6%	-	26,800
	Total PEG Grant	26,800	1,500	25,300	6%	-	26,800
284 Streetlight							
	Public Works	173,700	-	173,700	0%	-	173,700
	Total Streetlight Fund	173,700	-	173,700	0%	-	173,700
290 COVID-19							
	General	-	2,450	(2,450)		-	-
	Total COVID-19 Fund	-	2,450	(2,450)	0%	-	-
300 Cemetery							
		948,600	300,836	647,764	32%	-	948,600
	Cemetery	948,600	300,836	647,764	32%	-	948,600
302-Cemetery Capital Improvement Projects							
	Cemetery Frontage Improvements CIP067-1	50,000	23,229	26,771	46%	-	50,000
	Cemetery CIP	50,000	23,229	26,771	46%	-	50,000
410-Admin DIF							
		15,000	23,762	(8,762)	158%	-	15,000
	Total Admin DIF	15,000	23,762	(8,762)	158%	-	15,000
422-Animal Shelter DIF							
		48,800	-	48,800	0%	-	48,800
	Total Animal Shelter DIF	48,800	-	48,800	0%	-	48,800
440-Trans-Road DIF							
		1,732,400	117,515	1,614,885	7%	-	1,732,400
	Total Trans - Road DIF	1,732,400	117,515	1,614,885	7%	-	1,732,400
450- Trans -Signals DIF							
	Bundy Canyon/Orchard St. Traffic Signal CIP075	36,000	-	36,000	0%	-	36,000
	Bundy Canyon/Sellers TS CIP 077	276,100	-	276,100	0%	-	276,100
	Bundy Canyon/Monte Vista TS CIP 078	222,000	-	222,000	0%	-	222,000
	Total Trans - Signals DIF	534,100	-	534,100	0%	-	534,100
451- Drainage DIF							
	Storm Drain Line F Extension CIP039	123,600	-	123,600	0%	-	123,600
	Bundy Canyon Rd. Widening CIP026	-	17,330	(17,330)		-	-
	Total Drainage DIF	123,600	17,330	106,270	14%	-	123,600
461- Park Improvements DIF							
	New 27 Acre Park	256,800	24,652	232,149	10%	-	256,800
	Total Park Improvement DIF	256,800	24,652	232,149	10%	-	256,800
490-Library DIF							
		19,000	774	18,226	4%	-	19,000
	Total Library DIF	19,000	774	18,226	0%	-	19,000

CITY OF WILDOMAR
Expenditure Status Report
3rd Quarter FY 2021-22
July 1, 2021 to March 31, 2022

Fund		Budget	9 Month Actual Expenditure	Remaining Budget	Percent Used	Requested Budget Change	Proposed Budget
500-RMRA Capital Projects							
500-057	Pavement Rehab Program CIP057	930,000	350,339	579,661	38%	-	930,000
500-060	Lemon St Drainage and Pavement CIP060	170,000	-	170,000	0%	-	170,000
	Total RMRA Capital Projects	1,100,000	350,339	749,661	32%	-	1,100,000
501-Capital Reinvestment							
501-410	ERP Replacement	200,000	-	-	0%	-	200,000
501-909	Bundy Canyon EVMWD Reimbursement	59,300	10,396	-	0%	-	59,300
	Total Capital Reinvestment	259,300	10,396	248,904	4%	-	259,300
502-Riverside County Fund Control (RCFC) - Local							
502-039	Line F Extension CIP039	206,300	161,046	45,254	78%	-	206,300
	Total RCFC	206,300	161,046	45,254	78%	-	206,300
503-Transformation Uniform Mitigation Fee (TUMF) - Local							
503-001	Palomar/Clinton Keith Bike Path CIP059	1,396,300	180,848	1,215,452	13%	-	1,396,300
503-039	Line F Extension CIP039	81,900	-	81,900	0%	-	81,900
503-909	Bundy Canyon/Scott Rd Widen CIP026	1,462,200	440,048	1,022,152	30%	-	1,462,200
503-070	Bundy Canyon/I-15 Interchange Study CIP070	512,300	-	512,300	0%	-	512,300
503-078	Baxter Rd/I-15 Interchange Study CIP074	512,400	-	512,400	0%	-	512,400
503-090	Bundy Canyon West - Widen & ATP CIP090	30,000	-	30,000	0%	-	30,000
503-092	Bundy Canyon Widening Sidewalks CIP092	42,000	450	41,550	1%	-	42,000
503-912	Palomar Widening CIP028	628,500	137,982	490,518	22%	-	628,500
503-913	Clinton Keith Widen CIP025	776,900	32,938	743,962	4%	-	776,900
	Total TUMF	5,442,500	792,266	4,650,234	15%	-	5,442,500
506-Highway Safety Improvement Program (HSIP) - Federal							
506-088	Harvest Way/Bundy Canyon TS CIP088	27,000	-	27,000	0%	-	27,000
506-089	Traffic Signal Retrofits & Upgrd. CIP089	38,000	-	38,000	0%	-	38,000
	Total HSIP	65,000	-	65,000	0%	-	65,000
507-State Funded Capital Projects - Miscellaneous - State							
507-051	Local Road Safety Plan CIP051	31,500	685	30,815	2%	-	31,500
507-909	Bundy Canyon CIP026 - CalOES Funding	409,400	-	409,400	0%	-	409,400
	Total Miscellaneous State Funded Projects	440,900	685	440,215	0%	-	440,900
508-Local Capital Grants							
508-909	Bundy Canyon Widening CIP026 RCTC	3,516,000	911,911	2,604,089	26%	-	3,516,000
	Total Local Capital Grants	3,516,000	911,911	2,604,089	26%	-	3,516,000
Non-GF Funds Total:		\$19,406,200	\$3,784,237	\$15,621,963	19.50%	5,400	\$19,411,600
Grand Total- All Funds		\$40,859,900	\$11,595,373	\$29,264,527	28%	\$ 343,700	\$ 41,203,600

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #3.3

GENERAL BUSINESS

Meeting Date: April 13, 2022

TO: Mayor and Members of the City Council

FROM: Wildomar Disaster Council (WDC)

SUBJECT: Extension of the Temporary Use Permit (TUP) regulations for outdoor commercial activities.

STAFF REPORT

RECOMMENDATION:

The Wildomar Disaster Council (WDC) recommends that the City Council adopt an Uncodified Urgency Ordinance entitled:

ORDINANCE NO. _____

AN UNCODIFIED URGENCY ORDINANCE OF THE CITY
COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,
REGARDING TEMPORARY USE PERMITS FOR
OUTDOOR COMMERCIAL ACTIVITIES

BACKGROUND:

The City Council on August 12, 2020 adopted Council Resolution No. 2020-51 to implement a temporary use permit process for outdoor commercial activities (i.e., parking lot dining) so that these businesses (primarily restaurants) can continue to service customers outdoors. This resolution was adopted as a direct result of a health order from the California Department of Public Health issued on July 12, 2020 to close indoor operations at certain businesses, including but not limited to, dine-in restaurants to curb the COVID-19 infection rates. On June 15, 2021 the color-coded tier system (a blueprint for a safer economy) was removed and indoor dining became available without restrictions.

DISCUSSION:

As Wildomar's local businesses attempt to transition out of the pandemic-imposed constraints, they continue to face the additional challenge of recovering from significant economic impacts especially in an inflationary cycle. In order to assist with the economic recovery of local Wildomar businesses that were impacted by the restrictions on indoor dining, staff is proposing the City Council adopt an Uncodified Urgency Ordinance (Attachment A) that will keep the temporary use permit process for outdoor commercial operations (e.g.; parking lot dining, etc.) through September 1, 2022. At the end of this

period, all temporary outdoor commercial operations will need to cease, and facilities removed from the property. Upon adoption of the urgency ordinance, City Council Resolution No. 2020-51 (approved on August 12, 2020) will automatically be repealed and superseded by the new Ordinance.

FISCAL IMPACT:

There are no fiscal impacts.

Respectfully Submitted,
Daniel A. York
City Manager

Reviewed By,
Thomas D. Jex
City Attorney

ATTACHMENTS:

- A. City Council Ordinance No. _____
- B. City Council Resolution 2020-51

ATTACHMENT A

City Council Ordinance

ORDINANCE NO. ____

**AN UNCODIFIED URGENCY ORDINANCE OF THE CITY
COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,
REGARDING TEMPORARY USE PERMITS FOR
OUTDOOR COMMERCIAL ACTIVITIES**

**THE CITY COUNCIL OF THE CITY OF WILDOMAR, STATE OF CALIFORNIA
ORDAINS AS FOLLOWS:**

SECTION 1. FINDINGS

The City Council finds and determines:

A. Between March 4, 2020 and March 17, 2020, the Governor of California, the Board of Supervisors of the County of Riverside, the President of the United States, and the City Council of the City of Wildomar declared an emergency in response to the COVID-19 (Corona Virus Disease 19).

B. On July 12, 2020, the California Department of Public Health ordered the closure of indoor operations at certain businesses, including but not limited to dine-in restaurants, to curb the COVID-19 infection rates.

C. On August 12, 2020, the City Council adopted its Resolution 2020-51 for the purpose of protecting life and property impacted by State orders shutting down certain indoor commercial operations and implementing a temporary use permit process for outdoor commercial activities pursuant to the authority granted by all applicable laws including, but not limited to, Government Code Section 8634 and Wildomar Municipal Code Chapter 2.32.

D. As of June 15, 2021, certain indoor commercial operations are no longer restricted by the State Department of Public Health.

E. As Wildomar's local businesses attempt to transition out of the pandemic-imposed constraints, they are facing the additional challenge of recovering from significant economic impacts in an inflationary cycle.

F. Pursuant to the authority granted by all applicable laws including, but not limited to, the police powers granted by the California Constitution and Government Code Section 36937(b), for the immediate preservation of the public peace, health and safety, which is dependent, in part, on the economic recovery of local businesses that were impacted by the restrictions on certain indoor commercial operations, and therefore, based on the preceding findings, the City Council desires to continue a temporary use permit process for outdoor commercial activities.

SECTION 2. APPLICABLE CODE SECTION

The temporary use permit process contained in Section 17.172.220 of the Wildomar Municipal Code may be utilized by the City to approve temporary outdoor commercial operations until September 1, 2022. The requirement of Section 17.172.220(A)(2) that a temporary use be “in conjunction with the repair or construction of streets, highways, or public utilities, for a period of time not to exceed six months” is hereby waived with respect to temporary uses proposed by businesses under this Ordinance.

SECTION 3. REPEAL AND SUPERSESSION

Resolution No. 2020-51 is hereby repealed and superseded by this Ordinance.

SECTION 4. EFFECTIVE DATE

Pursuant to Government Code Section 36937, this Ordinance shall take effect immediately upon its adoption and shall remain in effect until September 1, 2022, unless sooner repealed, rescinded or superseded by action of the City Council.

SECTION 5. CERTIFICATION

The City Clerk shall certify the adoption of this Ordinance and shall cause a certified Ordinance to be filed in the Office of the City Clerk.

PASSED, APPROVED AND ADOPTED this 13th day of April, 2022.

Ben J. Benoit
Mayor

APPROVED AS TO FORM:

ATTEST:

Thomas D. Jex
City Attorney

Janet Morales, CMC
City Clerk

RESOLUTION NO. 2020 - 51

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR
REGARDING TEMPORARY USE PERMITS FOR OUTDOOR
COMMERCIAL ACTIVITIES**

WHEREAS, on March 4, 2020, Governor Newsom of the State of California declared a State of Emergency in response to the COVID-19 (Corona Virus Disease 19); and

WHEREAS, on March 10, 2020, the Board of Supervisors of the County of Riverside proclaimed the existence of a local emergency for all of Riverside County in response to the outbreak of the COVID-19 in California and in Riverside County; and,

WHEREAS, on March 11, 2020 the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the continued spread and the effects of COVID-19; and

WHEREAS, Government code section 8630, et seq., and Chapter 2.32 [Disaster Relief] of the Wildomar Municipal Code ("WMC") empower the City Council to declare and proclaim a local emergency within the City; and,

WHEREAS, On March 17, 2020, the City Council of the City of Wildomar adopted a Resolution declaring a local state of emergency ("Local Emergency") which now exists in the City of Wildomar due to COVID-19; and,

WHEREAS, pursuant to Government Code section 8634, during a local emergency the governing body of a political subdivision, or officials designated thereby, may promulgate orders and regulations necessary to provide for the protection of life and property; and

WHEREAS, on July 12, 2020 the California Department of Public Health ordered the closure of indoor operations at certain businesses, including but not limited to dine-in restaurants, in an effort to curb the COVID-19 infection rates; and

WHEREAS, to protect life and property impacted by State orders shutting down certain indoor commercial operations, as those orders exist now or may exist in the future, the City Council desires to implement a temporary use permit process for outdoor commercial activities pursuant to the authority granted by all applicable laws including, but not limited to, Government Code Section 8634 and Wildomar Municipal Code Chapter 2.32.

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

SECTION 1. **Applicable Code Section**

The temporary use permit process contained in Section 17.172.220 of the Wildomar Municipal Code may be utilized by the City to approve temporary outdoor commercial operations for businesses required by the California Department of Public Health to cease or reduce their indoor operations due to COVID-19. The requirement of Section 17.172.220(A)(2) that a temporary use be "in conjunction with the repair or construction of streets, highways, or public utilities, for a period of time not to exceed six months" is hereby waived with respect to temporary uses proposed by businesses under this Resolution.

SECTION 2. **Effective Date.**

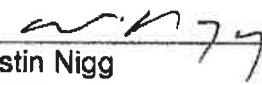
This Resolution shall take effect immediately and remain in effect until repealed, rescinded or superseded by action of the City Council.

SECTION 3. **Certification.**

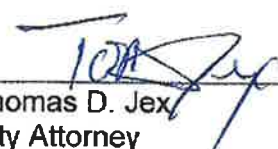
The City Clerk shall certify the adoption of this Resolution and shall cause a certified Resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED AND ADOPTED this 12th day of August, 2020.

CITY OF WILDOMAR


Dustin Nigg
Mayor

APPROVED AS TO FORM:


Thomas D. Jex
City Attorney

ATTEST:


Janet Morales
Acting City Clerk



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


I, Janet Morales, Acting City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2020 – 51 was duly adopted at a regular meeting held on August 12, 2020 by the City Council of the City of Wildomar, California, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None


Janet Morales
Acting City Clerk
City of Wildomar



CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.4
GENERAL BUSINESS
Meeting Date: April 13, 2022

TO: Mayor and City Council Members

FROM: Kimberly Davidson, Economic Development Director

SUBJECT: Draft Legislative Platform

STAFF REPORT

RECOMMENDATION:

Staff is seeking input for the Draft Legislative Platform.

DISCUSSION:

The city would like to proactively support or oppose legislation which have current or future impacts on local government.

This Legislative Platform, once finalized, will provide guidance on bills to track, letters to send, and discussions to have with local representatives.

Comments and suggestions will be taken into consideration for the final Legislative Platform to be brought back to Council once complete for recommended adoption.

FISCAL IMPACT:

There are no fiscal impacts. Legislative Representation is included in the adopted operating budget [100-410-4120-52115].

Submitted by:
Kimberly Davidson
Economic Development Director

Approved by:
Dan York
City Manager

ATTACHMENTS:

Draft Legislative Platform

City of Wildomar



2022 Legislative Platform STATE & FEDERAL

WILDOMAR CITY COUNCIL

2022



Ben J. Benoit
Mayor
District 1



Joseph Morabito
Mayor Pro Tem
District 3



Ashlee DePhillippo
Council Member
District 5



Bridgette Moore
Council Member
District 4



Dustin Nigg
Council Member
District 2

COUNCIL LONG-TERM GOALS:

- Open, informed, and democratic public decisions;
- Responsive and appropriate legislation and policy;
- Effective and efficient execution of adopted laws and regulations;
- Provide legislative leadership beneficial to the residents and businesses of the City and enhance quality of life for residents, businesses and visitors alike and the value of the properties within the City.

WILDOMAR DISTRICT MAP

(as of November 2022)

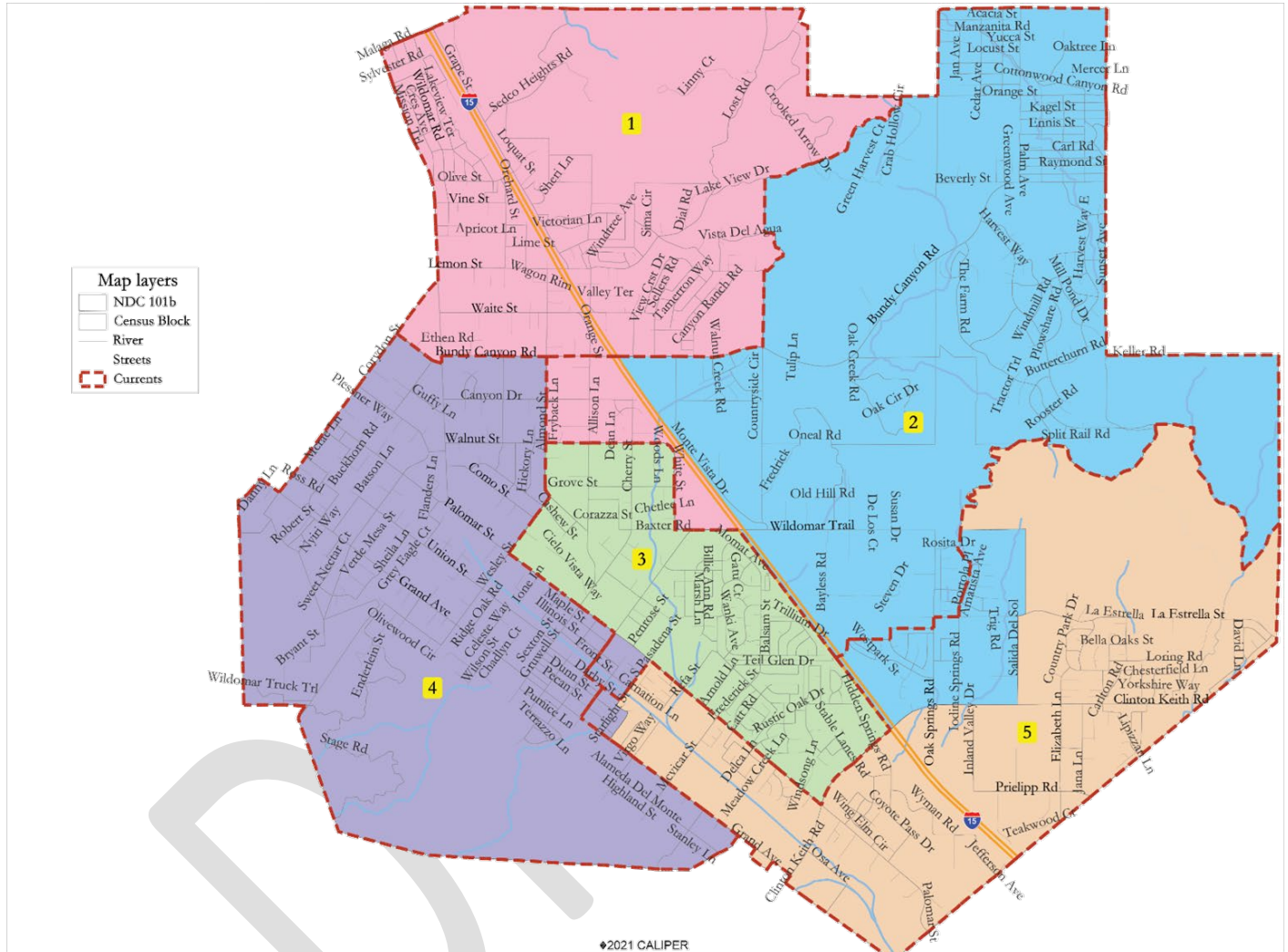


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2022 Legislative Platform	5

DRAFT



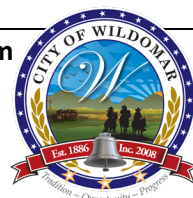
Introduction

Wildomar incorporated on July 1, 2008, and the community prides itself in being a mix of old and new. Founded in 1886 with the establishment of the Post Office and Elementary School, Wildomar was an outpost for the pony express and a stop for the Southern California Railroad.

Located along Interstate 15 in Southwest Riverside County, Wildomar is the gateway to the beautiful and historic Santa Rosa Plateau within the Cleveland National Forest. Wildomar is a growing community with a population of just over 37,000 and offers spacious rural living charm but also has several new residential developments. This area offers small-town charm with easy access to shopping, cultural activities, entertainment, and recreation. The City's location along the I-15 corridor places it in an advantageous position for future business and commercial development.

Purpose

The primary purpose of a Legislative Platform is to adopt official City positions on matters affecting Wildomar at the local, regional, state, and federal levels. The approved platform allows City staff and legislative advocates to address and track issues in a timely manner pursuant to established procedures.



2022 Legislative Platform

The 2022 Legislative Platform reflects the Wildomar City Council's declared policy positions. The purpose of the platform is to further advance the adopted goals and objectives of the City Council by providing direction and guidance to City officials and staff while considering legislation pending at the state and federal levels. The platform will enable City staff to efficiently affect legislative bills based on the overarching principles of prudent fiscal stability, protection of local control and transparent government.

Overarching Guidelines

1. **Preservation of Local Control**

Support measures that preserve and protect the City's general law powers and duties to enact legislation and policy direction concerning local affairs. Oppose measures that reduces, eliminates, preempts local control or authority, or conflicts with other legislative priorities.

2. **Promotion of Fiscal Stability**

Support measures that promote fiscal stability, predictability, and financial independence. Support measures that preserve and promote the City's revenue base. Oppose measures that shift local funds to the County, State or Federal government without offsetting benefit, or imposes penalties on cities.

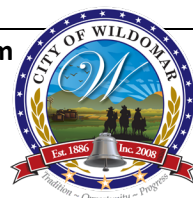
3. **Support Funding Opportunities**

Support measures that allow the City to compete for its fair share of regional, State and Federal funding including competitive grants and other funding programs. Support measures that promote dedicated funding streams at the regional, State and Federal levels allowing the City to maximize local revenues, offset and leverage capital expenditures, and maintain City goals and standards.

1. **General Government**

Oppose all legislation which preempts local control including, but not limited to, land-use planning, formation of a charter city and local public meeting procedures. Support legislation which provides greater local control, including but not limited to, reorganization of special districts, labor relations, city council vacancies, and interagency cooperation.

- a. Support legislation that would support new financing tools and programs that would encourage economic development through tax increment financing.
- b. Oppose legislation to decrease Federal Community Block Grant funding.
- c. Support legislation to hold the State of California and State agencies to the same transparency and accountability standards as cities.



- d. Support legislation promoting alternative and electronic posting and noticing of public hearings and meetings, including online posting.
- e. Support tort reform efforts specific to ending frivolous lawsuits aimed at municipalities.
- f. Support measures that provide relief to businesses and the City due to impacts of a natural disaster, wild fire or pandemic.
- g. Oppose any measure that imposes upon local government mandated employee benefits that are more properly decided at the local level.

2. **Local Government Finance**

Oppose any measure that would make local agencies more dependent on the State or Federal Government for financial stability and policy direction.

- a. Oppose all realignment efforts by the State when the full and necessary funding is not appropriated in advance.
- b. Oppose measures that would impose State and Federal mandated costs for which there is no guarantee of local reimbursement or offsetting benefits (i.e., unfunded mandates).
- c. Oppose any measure that restricts or limits a public entity's ability to use tax-exempt debt or tax increment financing for the purchase or construction of public purpose improvements.
- d. Support efforts which make funds to support public facilities more available to local municipalities including, but not limited to libraries and open space.
- e. Oppose any measure that would divert local funds to the State, or any other entity, to balance the State's, or any other entity's, budget.
- f. Oppose efforts that either increase the City's liability or decrease outside parties' liability concerning municipal finances.
- g. Oppose any change in tax allocations, which would negatively affect local government.
- h. Support legislation to stabilize State and local government financing, to increase funding to local agencies in an equitable manner, and to permit the most cost-efficient management of State-mandated programs.
- i. Support a statutory or constitutional redistribution of property tax revenues which more equitably reflects local government responsibilities.



- j. Oppose legislation which would reduce local discretion over locally imposed taxes such as transient occupancy tax.
- k. Oppose legislation which would restrict or eliminate the availability of traditional government financing instruments or practices.
- l. Support legislation that would redistribute State and Federal revenues to better meet local government responsibilities.
- m. Support any measure that would provide greater local control over how local funds are expended.
- n. Oppose any attempts or measures that seek to weaken taxpayer protections, or whose purpose is to raise tax revenues at the expense of the residential or business community.
- o. Oppose any legislation regarding short-term residential rentals that creates a cost burden to local government services.
- p. Oppose legislation that limits power of local government to negotiate indemnification protection in public contracts.
- q. Oppose legislation that would prohibit, or limit, local governments' ability to contract out for the provision of services.

3. Economic Development

Support legislation that supports local businesses and industry, including measures that remove barriers allowing local industries to sell goods and services locally and internationally (i.e., free trade agreements).

- a. Support additional efforts to provide local governments with the tools necessary for economic development and/or redevelopment.
- b. Support legislation and efforts to re-establish tax increment financing and other economic development tools.
- c. Support all attempts to encourage higher education and Career Technical Education (CTE) as well as vocational and skilled certification opportunities.

4. Transportation

Call upon the federal government to fix the outdated, inefficient, and insolvent highway trust fund and support measures that provide local and regional funding opportunities for local transportation and system projects.



- a. Support legislation that provides for a more equitable distribution of Federal and State highway funds for local right-of-way maintenance.
- b. Oppose measures that attempt to raise Federal and/or State revenues for transportation funding through new or increased taxes or fees.
- c. Support legislation that encourages the responsible implementation of alternative fuels/electric vehicles and support funding opportunities for related infrastructure at the local level.

5. Land Use Planning

Oppose any effort to lessen local control of local agencies to prepare, adopt and implement fiscal plans for orderly growth, development, beautification, and conservation of local planning areas, including, but not limited to, the regulatory authority over land use, zoning, subdivisions, annexations, and redevelopment areas.

- a. Oppose legislation that penalizes a city if units identified in the Regional Housing Need Assessment (RHNA) are not constructed.
- b. Oppose legislation, regulatory proposals, or administrative actions that limit or eliminate local discretionary review of the installation of any public utilities, including but not limited to broadband/wireless equipment or any wireless technology facilities on public infrastructure or in the public right of way.
- c. Oppose legislation that would allow for more than one residential unit in single-family residential zones, excluding accessory dwelling units.

6. Law Enforcement and Judicial

Oppose legislation that would impede local law enforcement from addressing crime problems and recovering costs resulting from a crime committed by the guilty party; oppose any effort to lessen local control of local law enforcement agencies.

- a. Oppose legislation that limits and/or hinders local law enforcement from effectively preventing crime.
- b. Support legislative efforts that address the negative impacts and associated costs of any legislation that increases criminal activity or limits local law enforcement activities.



7. Fire Service

Oppose any legislation that restricts local authority jurisdiction over the enforcement of fire and life safety regulations.

- a. Support legislation that requires maintenance of defensible space in any area that could be prone to wildfire.
- b. Support measures that provide funding to local agencies for training, effective disaster preparedness, homeland security, and emergency planning.

8. Social Service Programs

Support legislation providing an equitable distribution of State and Federal program resources to prevent and treat substance abuse, address homelessness and mental health issues.

- a. Oppose all efforts of social service and program realignment where funding has not been fully appropriated.
- b. Support legislation that addresses the complex issues of homelessness from a regional perspective that employ best practice strategies to reduce the number of people experiencing homelessness.
- c. Support legislation that would provide increased funding to public safety agencies to enhance training to address community needs such as substance abuse, mental health issues and homelessness.

9. Resource Conservation and Management

Support measures which increase the water supply or improve water quality within the region and oppose legislation that imposes undue hardship on local agencies to implement environmental regulations.

- a. Support efforts that encourage the use of energy and water conservation techniques, as long as those measures do not contain unnecessary punitive measures to residents, business owners and local agencies.
- b. Support legislation that would protect consumers and small business owners and end excessive energy and water charges.
- c. Support legislation promoting local control of current and future waste treatment facilities, hazardous materials rules, and regulations, and providing funds for site planning.



- d. Support measures which provide greater local control in meeting the environmental needs of the community, i.e., recycling/reclaiming of natural resources and energy efficiency measures.

10. Parks and Recreation Programs

Support legislation that maintains local control and provides adequate and consistent funding to support the acquisition, development, and operation and maintenance requirements of recreation, parks, and community services agencies at the local, State, and Federal levels.

- a. Support legislation that provides funding to support public art, both performing and visual.
- b. Support legislation that provides funding or otherwise promotes programs to address and increase the level of physical activity within our community.
- c. Support legislation that provides funding for beautification programs at the local level.
- d. Oppose legislation that directs park and recreation funds only to disadvantaged communities without including underserved communities.

11. Regional Governance

Support legislation that reflects a positive, collective, and cohesive approach to regional solutions, as long as local control is maintained.

- a. Support measures that would provide enhanced transparency and performance evaluation of county-run programs and services. Support efforts to provide equitable funding from counties to cities to address public health, including mental health and homelessness issues. Support efforts to enhance communication between counties and cities.



CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.5
GENERAL BUSINESS
Meeting Date: April 13, 2022

TO: Mayor and City Council Members
FROM: Janet Morales, City Clerk
SUBJECT: Committees, Commissions, and Boards Appointment

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

1. Review the current list of committees, commissions, and boards and update appointments as necessary.
2. Add and appoint two members to serve on the Finance Subcommittee.

DISCUSSION:

At the December 15, 2021 City Council Meeting, staff brought the appointment list of the Council Committees, Commissions and Boards for approval. On March 16, 2022, former Councilmember Swanson resigned and Councilmember DePhillippo was appointed. It would be appropriate to review the list of committees, commissions and board and make updates to the appointments as necessary.

In addition, staff is recommending that the City Council re-add the Finance Subcommittee and appoint two members to serve. The purpose of the subcommittee would be to review and make recommendations on issues that would affect the City and District finances before they are brought to the full Council/Board for consideration.

Submitted by:
Janet Morales, CMC
City Clerk

Approved by:
Daniel York
City Manager

ATTACHMENTS:

List of committees, commissions, and boards as of 12/15/2021



CITY COUNCIL COMMITTEES, COMMISSIONS, BOARDS

Reviewed and Re-appointed/Re-designated 12-15-21

EVMWD

Joseph Morabito

Marsha Swanson

Meets on the second Monday of every other month at 8:00 a.m. at either their offices or City Hall (rotates every other month)

Intergovernmental Relations Subcommittee

Ben Benoit

Marsha Swanson

Lake Elsinore Unified School District

Bridgette Moore

Dustin Nigg

Franchise Subcommittee

Ben Benoit

Marsha Swanson

REGIONAL COMMITTEES, COMMISSIONS, BOARDS

League of California Cities

Meets annually at the League Annual Conference.

Dustin Nigg, Voting Delegate

Ben J. Benoit, Alternate

PARSAC

Meets in May and December in Sacramento.

Robert Howell, Director

Janet Morales, Alternate

RCA

Ben J. Benoit

Western Riverside County Regional Conservation Authority Joseph Morabito, Alternate

Meets the first Monday of each month at 1:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

RCHCA**Riverside County Habitat Conservation Agency**

Meets the third Thursday Quarterly at 11:00 a.m. at the WRCOG office, 3390 University Ave., Suite 200, Riverside.

Joseph Morabito
Dustin Nigg, Alternate

RCTC**Riverside County Transportation Commission**

Meets the second Wednesday of each month at 9:30 a.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

Ben J. Benoit
Joseph Morabito, Alternate

RTA**Riverside Transit Agency**

Meets the fourth Thursday of each month at 3:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

Bridgette Moore
Joseph Morabito, Alternate

SCAG**Southern California Association of Governments**

Meets annually in June of each year.

Joseph Morabito
Dustin Nigg, Alternate

Southwest Community Financing Authority**(Animal Shelter)**

Meets as needed.

Joseph Morabito
Dustin Nigg, Alternate

WCE**Western Community Energy**

Meets the second Wednesday of each month at 1:00 p.m. at the WRCOG office, 3390 University Ave., Suite 200, Riverside.

Ben J. Benoit
Dustin Nigg, Alternate

WRCOG**Western Riverside Council of Governments**

Meets the first Monday of each month at 2:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

Ben J. Benoit
Dustin Nigg, Alternate

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item # 3.6

CONSENT CALENDAR

Meeting Date: April 13, 2022

TO: Mayor and City Council Members

FROM: Daniel Torres, Community Services Director

SUBJECT: Surveillance Camera Exchange and Installation

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve:

1. Return procured surveillance cameras and use credited amount towards camera units with one year storage capacity,
2. The utilization of Infinity Technologies for the installation of new cameras.

BACKGROUND:

On the April 14, 2021, City Council meeting, council approved a decision package that funded the replacement of existing security cameras at City Parks and the implementation of additional cameras at other City and Cemetery operated Facilities that was not to exceed \$30,000.00. The current cameras are at the end of their service life and the integrated technology is obsolete in these models. Due to product age and scarcity, replacing existing cameras with the same model type in place would be more expensive without providing the benefits of newer technology that is currently available. The technology is a valuable tool that assists in the effort to reduce criminal activity and help in any criminal investigations.

DISCUSSION:

The procurement of the indoor and outdoor camera models came with a 5-year subscription for a cloud license for remote monitoring network accessible cameras. Per Government Code 34090 a city after one (1) year, may destroy recordings of routine video monitoring. The cameras have a thirty (30) day storage capacity and would require obtaining additional cloud space for longer storage retention. For the City to obtain one year cloud space for the eighteen (18) cameras would be a yearly fiscal impact of \$15,000.00 and \$75,000.00 over the course of five (5) years. The vendor of the city procured camera has agreed to accept back the eighteen (18) cameras and credit \$29,959.31 towards the purchase of camera units with the appropriate storage space which will be \$76,600.76. With the applied credit the city would pay \$46,641.45; a saving of \$28,358.55 if the yearly cloud storage option was to be purchased.

While the procured cameras provide integrated technology compared to the now obsolete units located at Marna O'Brien Park, Windsong Park and the Wildomar Cemetery District,

it does require a higher level of support for installation. The City's current IT provider, Infinity Technologies, have worked with the procured camera units for other municipalities and understand the process for proper installation. Infinity Technologies has quoted the installation of the cameras at the City's multiple locations at \$20,335.51 and an administrative cost of \$3,750.00. The installation would integrate similar locations and designs from the older units.

FISCAL IMPACT:

Measure AA - \$9,020.00

Measure Z - \$40,866.00

Cemetery District - \$20,843.00

Submitted by:
Daniel Torres
Community Services Director

Approved by:
Dan York
City Manager

**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
MARCH 9, 2022**

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The Regular meeting of March 9, 2022, of the Wildomar Cemetery District was conducted pursuant to Assembly Bill 361, through a hybrid format of in-person at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California, and virtual attendance via videoconferencing, and was called to order by Chair Benoit at 9:14 p.m.

District Roll Call showed the following:

Members in attendance: Trustees Moore, Nigg, Swanson, Vice Chair Morabito, Chair Benoit

Members absent: None

Staff in attendance: General Manager York, District Counsel Jex, Clerk of the Board Morales, Planning Director Bassi, Administrative Services Director Howell, Project Consultant Riley, Economic Development Director Davidson, Cemetery District Manager Torres, Senior Engineer Farag, Senior Project Manager Repke and Development Manager Stadnik.

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 as presented.

4.0 CONSENT CALENDAR

A MOTION was made by Trustee Moore seconded by Trustee Nigg, to approve the Consent Calendar.

MOTION carried, 5-0, by the following vote:

YEA: Moore, Nigg, Swanson, Vice Chair Morabito, Chair Benoit
NAY: None
ABSTAIN: None
ABSENT: None

4.1 Minutes – February 9, 2022 Regular Meeting

Approved the Minutes as presented.

4.2 Warrant Register

Approved the following:

1. Warrant Register dated 02-03-2022 in the amount of \$1,131.92.
2. Warrant Register dated 02-10-2022 in the amount of \$1303.28.
3. Warrant Register dated 02-24-2022 in the amount of \$1,225.93.

4.3 Treasurer's Report

Approved the Treasurer's Report for January 2022.

4.4 FY 2020-21 Audited Financial Statements

Received and filed the FY 2020-21 Audited Financial Statements.

5.0 PUBLIC HEARINGS

There were no items scheduled.

6.0 GENERAL BUSINESS

6.1 FY21/22 Mid-Year Cemetery Update

Chair Benoit read the title.

Community Services Director Torres presented the staff report.

It was the consensus of the Board of Trustees to receive and file the report.

GENERAL MANAGER REPORT

There was no report given.

FUTURE AGENDA ITEMS

There were no future agenda items added.

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

There being no further business, Chair Benoit declared the meeting adjourned at 9:21 p.m.

Submitted by:

Approved by:

Janet Morales, CMC
Clerk of the Board

Ben J. Benoit
Chair

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.2
CONSENT CALENDAR
Meeting Date: April 13, 2022

TO: Chairperson and Members of the Board of Trustees

FROM: Robert Howell, Administrative Services Director

SUBJECT: Warrant Register

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 03-03-2022 in the amount of \$7,045.86.
2. Warrant Register dated 03-10-2022 in the amount of \$1,096.81.
3. Warrant Register dated 03-24-2022 in the amount of \$25.00.
4. Warrant Register dated 03-31-2022 in the amount of \$1,630.80.

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 2021/22 Budget.

Submitted by:
Robert Howell
Administrative Services Director

Approved by:
Dan York
General Manager

ATTACHMENTS:

Voucher List 03/03/2022
Voucher List 03/10/2022
Voucher List 03/24/2022

Voucher List 03/31/2022

Voucher List
City of Wildomar

Page: 1

03/10/2022 10:17:27AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214798	3/10/2022	000367 CINTAS CORPORATION	4112131621		STAFF UNIFORM & TOWEL MAINTENANCE	94.03
Total :						94.03
214799	3/10/2022	000483 EATON BROTHERS CORP.	100128		LIFETIME VASE, BRONZE COLOR (12)	629.79
Total :						629.79
214800	3/10/2022	000012 ELSINORE VALLEY MUNICIPAL, WATER D	11551303		01/17/22-02/17/22 CEMETERY WATER SERVICE	791.39
Total :						791.39
214801	3/10/2022	000941 FRONTIER	21922		02/19/22-03/18/22 CEMETERY VOICE/INTERNE	65.98
Total :						65.98
214802	3/10/2022	000412 POLYGUARD & CO	55828		CEMETERY DEPARTMENTAL SUPPLIES	5,253.00
Total :						5,253.00
214803	3/10/2022	001101 SIGNS BY TOMORROW	28167		CORRUGATED PLASTIC SIGNS	206.68
Total :						206.68
214804	3/10/2022	000790 SPARKLETTS	22622		CEMETERY DRINKING WATER THROUGH 02/26/22	4.99
Total :						4.99
7 Vouchers for bank code : wf						Bank total : 7,045.86
7 Vouchers in this report						Total vouchers : 7,045.86

Voucher List
City of Wildomar

Page: **1**

03/17/2022 11:12:41AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214828	3/17/2022	000088 ACE HARDWARE	306487/3		CEMETERY DEPT SUPPLIES	78.22
Total :						78.22
214829	3/17/2022	000367 CINTAS CORPORATION	4112815167		STAFF UNIFORM & TOWEL MAINTENANCE	94.03
			4113514780		STAFF UNIFORM & TOWEL MAINTENANCE	94.03
Total :						188.06
214830	3/17/2022	000011 CR&R INC.	344900		MARCH 2022 WASTE SERVICES - 3 YD COMMERC	345.54
Total :						345.54
214831	3/17/2022	000094 STAUFFERS LAWN EQUIPMENT	279905		CEMETERY DEPT SUPPLIES	50.00
			279942		CEMETERY EQUIPMENT	434.99
Total :						484.99
4 Vouchers for bank code : wf						Bank total : 1,096.81
4 Vouchers in this report						Total vouchers : 1,096.81

Voucher List
City of Wildomar

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Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214867	3/31/2022	000367 CINTAS CORPORATION	4114195485		STAFF UNIFORM & TOWEL MAINTENANCE	94.03
			5101281695		CEMETERY FIRST AID & SAFETY	1,031.49
					Total :	1,125.52
214868	3/31/2022	000367 CINTAS CORPORATION	4114881193		STAFF UNIFORM & TOWEL MAINTENANCE	94.03
					Total :	94.03
214869	3/31/2022	000186 RIGHTWAY	299440		03/14/22-04/10/22 CEMETERY RESTROOM MAIN	411.25
					Total :	411.25
3 Vouchers for bank code : wf					Bank total :	1,630.80
3 Vouchers in this report					Total vouchers :	1,630.80

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Bank code :		wf				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214870	3/31/2022	000367 CINTAS CORPORATION	5101281695		CEMETERY FIRST AID & SAFETY	1,031.49
Total :						1,031.49
214871	3/31/2022	000367 CINTAS CORPORATION	4114195485		STAFF UNIFORM & TOWEL MAINTENANCE	94.03
			4114881193		STAFF UNIFORM & TOWEL MAINTENANCE	94.03
Total :						188.06
2 Vouchers for bank code : wf						Bank total : 1,219.55
2 Vouchers in this report						Total vouchers : 1,219.55

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: April 13, 2022

TO: Chairperson and Members of the Board of Trustees
FROM: Robert Howell, City Treasurer
SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Treasurer's Report for February 2022.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of February 2022.

FISCAL IMPACT:

None.

Submitted by:
Robert Howell
City Treasurer

Approved by:
Daniel York
General Manager

ATTACHMENTS:

Treasurer's Report

**WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
February 2022**

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	\$ 260,591.35	\$ 260,591.35	\$ 260,591.35	100.00%	0	Variable
TOTAL	\$ 260,591.35	\$ 260,591.35	\$ 260,591.35	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	\$ 263,968.80	\$ -	\$ (3,377.45)	\$ 260,591.35	Variable
TOTAL	\$ 263,968.80	\$ -	\$ (3,377.45)	\$ 260,591.35	

TOTAL INVESTMENT	\$ 260,591.35
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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.

Robert Howell

Robert Howell
Administrative Services Director

3/30/2022

Date