CITY COUNCIL/CEMETERY DISTRICT BOARD - REGULAR MEETING

MONDAY, OCTOBER 13, 2025

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

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

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

Chris Mann, City Manager/General Manager
Thomas D. Jex, City Attorney/District Board Counsel

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

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

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

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

CLOSED SESSION
Presented By: Thomas D Jex, City Attorney

RECOMMENDATION:

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

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

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

FLAG SALUTE

MOMENT OF SILENCE AND REFLECTION

PRESENTATIONS
Other recognitions/presentations.

DEPARTMENT REPORTS

Community Development Department Update
Presented By: Robert Flores, Planning Department

RECOMMENDATION:
Receive the update.

PUBLIC COMMENTS
*This is the time when the City Council/Cemetery District Board receives general public comments regarding any items or matters within the jurisdiction that **do not** appear on the agenda. Per the Brown Act, City Council/ Cemetery District Board members are not allowed to respond to public comments not on the agenda. If you would like to be contacted, please leave your email or contact number on the public comment card.*

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

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

1.1 City Council - August 26, 2025 - Special Meeting
Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Approve the minutes as presented.

1.2 City Council/ Cemetery District Board Minutes - September 10, 2025 - Regular Meeting
Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Approve the minutes as presented.

1.3 September 2025 City Warrant Register

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Years 2024/2025 and 2025/2026:
1. Warrant Register dated 9-2-2025 in the amount of $31.50
2. Warrant Register dated 9-4-2025 in the amount of $125,599.40
3. Warrant Register dated 9-9-2025 in the amount of $1,035.30
4. Warrant Register dated 9-11-2025 in the amount of $459,879.86
5. Warrant Register dated 9-18-2025 in the amount of $650,866.81.
6. Warrant Register dated 9-25-2025 in the amount of $2,175,257.65.
7. Wire Transfer Register dated 9-30-2025 in the amount of $56,094.15.
8. Payroll Register dated 10-1-2025 in the amount of $511,785.25.

1.4 September 2025 Cemetery Warrant Register

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Years 2024/2025 and 2025/2026:
1. Warrant Register dated 9-4-2025 in the amount of $1,235.46.
2. Warrant Register dated 9-11-2025 in the amount of $2,988.55.
3. Warrant Register dated 9-18-2025 in the amount of $1,218.90.
4. Warrant Register dated 9-25-2025 in the amount of $290.01.

1.5 August 2025 City Treasury Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the City Treasury Report for August 2025.

1.6 August 2025 Cemetery Treasury Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the Treasury Report for August 2025.

1.7 2nd Reading of Ordinance No. 254 - City Parks and Open-Space Prohibitions Amendment

Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:

Adopt an Ordinance entitled:

ORDINANCE NO. 254

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 12.12 (CITY PARKS AND OPEN-SPACE AREAS) OF THE WILDOMAR MUNICIPAL CODE

1.8 First Amendment to Agreement for Services with CivicPlus, LLC, for Additional Product Services (CivicRec, SeeClickFix, Single Sign-On)

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

Authorize the City Manager to execute the First Amendment to Agreement for Services with CivicPlus, LLC

1.9 Streambed Alteration Agreement with the California Department of Fish and Wildlife for the Clinton Keith Rd. Widening Project (CIP 025-1)

Location: Clinton Keith Rd. (Hidden Springs Rd. to Copper Craft Dr.)

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

Authorize the City Manager or his designee to execute a Streambed Alteration Agreement with the California Department of Fish and Wildlife for the Clinton Keith Rd. Widening Project, and authorize the City Manager or his designee to approve and execute any revisions to the Agreement that do not increase the City's costs or obligations under the Agreement.

1.10 Clinton Keith Road Slope Easement Vacation (Chiquito Battery Energy Storage Facility)

Location: APN 380-150-019 (vacant land northeast of 22800 Grand Ave, Wildomar, CA 92595)

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

Adopt a Resolution entitled:

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA SUMMARILY VACATING A CITY SLOPING EASEMENT AND RESERVING AND EXEMPTING CERTAIN EASEMENTS THEREIN FROM SUCH VACATION, PURSUANT TO STREETS AND HIGHWAYS CODE CHARTER 4, ARTICLE 2, SECTION 8330 ET SEQ.

1.11 Background Check Policy for Commissioners and Committee Members
Presented By: Janet Morales , Administrative Services Department

RECOMMENDATION:
Adopt the Background Check Policy for Commissioners and Committee Members.

1.12 Purchase of Riverpark Mitigation Bank Credits for the Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2)
Location: Bundy Canyon Rd. (Oak Canyon Dr. to Harvest Way)
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the City Manager to execute a Mitigation Credit Purchase Agreement between the City of Wildomar and EIP III Credit Co., LLC (Riverpark Mitigation Bank Sponsor) for the Bundy Canyon Rd. Improvement Project, Segment 2 (Project)

1.13 Formation and Designation of Tax Zone O of Community Facilities District No. 2025-S (Services) for Camelia
Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:
That the City Council adopt the following Resolution:

RESOLUTION NO. 2025 -____
RESOLUTION OF CITY COUNCIL OF THE CITY OF WILDOMAR DECLARING ITS INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2025-S (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 MAINTENANCE AND PUBLIC SAFETY SERVICES

1.14 Notice of Completion - Marna O'Brien Rubberized Play Surface Project (CIP 102)
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Adopt a Resolution entitled:

RESOULTION NO. 2025 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACCEPTING THE MARNA O'BRIEN RUBBERIZED PLAY SURFACE PROJECT (CIP 102) AS COMPLETE AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

1.15 Construction Contract Award - Bundy Canyon Road/Harvest Way Traffic Signal Project (CIP 088) and Signalized Intersection Improvements Project (CIP 089)

Location: Grand Avenue and Corydon Road, Bundy Canyon Road and Orange Street, Bundy Canyon Road and Harvest Way
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

1. Authorize the City Manager to execute a construction contract with PTM General Engineering Services, Inc. in the amount of $927,027 for the Bundy Canyon Road/Harvest Way Traffic Signal Project (CIP 088) and Signalized Intersection Improvements Project (CIP 089) ("Projects") and waive any informality or irregularity in the bid.

2. Authorize the Public Works Director/City Engineer to approve change orders not to exceed 10% of the construction contract amount, in the amount of $92,703 (contingency).

3. Authorize the Public Works Director/City Engineer to execute a work order with Geocon West, Inc. in the amount of $3,000 for material testing services for CIP 088.

4. Authorize the Public Works Director/City Engineer to execute a work order with TKE Engineering, Inc. in the amount of $91,161 for Construction Management services for the Projects.

5. Approve a supplemental appropriation for Fund 201 (Measure A) to increase $45,000 in revenue and expenditures for CIP 088.

6. Approve a deappropriation of Fund 510 (Bond Proceeds) to decrease $500,000 from CIP 088.

7. Approve a supplemental appropriation for Fund 506 (HSIP) to increase $142,400 in revenue and expenditures for CIP 089.

8. Approve a deappropriation of Fund 201 (Measure A) to decrease $117,400 from CIP 089.

9. Make a finding that the Projects, CIP 088 and CIP 089, are exempt from the Multiple Species Habitat Conservation Plan (MSHCP) fees.

10. Approve the plans and designs of both the Bundy Canyon Road & Harvest Way Traffic Signal Project (CIP 088) and the Signalized Intersection Improvements Project (CIP 089).

11. Adopt a Resolution entitled:

RESOLUTION 2025 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA APPROVING PROJECT PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, AND AWARDING A CONSTRUCTION CONTRACT FOR THE BUNDY CANYON ROAD/HARVEST WAY TRAFFIC SIGNAL PROJECT (CIP 088) AND SIGNALIZED INTERSECTION IMPROVEMENTS PROJECT (CIP 089)

("PROJECTS") AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH PTM GENERAL ENGINEERING SERVICES, INC.

1.16 Resolution of Issuance CFD 2025-1 (Camelia)

RECOMMENDATION:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2025-___

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT 2025-1 (CAMELIA) 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

2. Adopt a Resolution entitled:

RESOLUTION NO. 2025-___

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $10,000,000 WITHIN PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR

1.17 Budget Adjustment - Palomar St. Widening (Phase 2) and Cemetery Improvements (Phase 1) Projects (CIP 028-2, 067-1)

Location: Palomar St. (Wildomar Trail to Ione Ln.), Gruwell St. (Palomar St. to Orange St.), and the Wildomar Cemetery

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

1. Approve supplemental appropriations to add revenues and expenditures towards the Palomar St. Widening (Phase 2) Project (CIP 028-2) as follows:
    - Measure A (Fund 201)
        - Increase expenditures by $153,000
    - TDA Fund (Fund 202)
        - Increase revenues by $161,100
        - Increase expenditures by $161,100
    - DIF Roads (Fund 440)
        - Increase expenditures by $56,085
    - Capital Reinvestment (Fund 500)
        - Increase revenues by $86,750
        - Increase expenditures by $86,750
    - TUMF (Fund 503)
        - Increase revenues by $898,269
        - Increase expenditures by $898,269
    - Misc. State Funds (Fund 507)
        - Increase revenues by $13,500
        - Increase expenditures by $13,500
    - Bond Proceeds (Fund 510 - CFD 2017-2)
        - Increase revenues by $172,401
        - Increase expenditures by $172,401
    - Bond Proceeds (Fund 510 - General)
        - Increase revenues by $1,060,476
        - Increase expenditures by $1,060,476

2. Approve a construction contract contingency increase from 5% to 10% and authorize the Public Works Director/City Engineer to approve change orders not to exceed 10% of the construction contract amount, in the amount of $769,569 (contingency).

2. PUBLIC HEARINGS

2.1 Resolution of Formation CFD 2025-2 (Westpark Promenade)

Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2025-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

2. Adopt a Resolution entitled:

RESOLUTION NO. 2025-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $17,000,000 WITHIN COMMUNITY FACILITEIS DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR AND CALLING AN ELECTION THEREIN

3. Adopt a Resolution entitled:

RESOLUTION NO. 2025-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR CERTIFYING ELECTION RESULTS

4. Introduce and read by title only:

ORDINANCE NO. 2025-___

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR AUTHORIZING THE LEVY OF SPECIAL TAXES

2.2 **Development Code Amendment No. 2025-05A (Sheds & Accessory Dwelling Units) - Introduce Ordinance revising Title 17 (Development Code) of the Wildomar Municipal Code**

Location: Citywide

Presented By: Abdu Lachgar , Planning Department

RECOMMENDATION:

1. Determine that Development Code Amendment (DCA) No. 2025-05A, and associated Ordinance No. [next in order], is exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the common sense exemption, Section 15061(b)(3) of the CEQA Guidelines.

2. Introduce Ordinance No. ___ and conduct the first reading by title only for ordinance, based on the necessary finding within, entitled:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING DEVELOPMENT CODE AMENDMENT NO. 2025-05A TO REVISE VARIOUS CHAPTERS WITHIN TITLE 17 (DEVELOPMENT CODE) OF THE WILDOMAR MUNICIPAL CODE, INCLUDING CHAPTER 17.185 (ACCESSORY STRUCTURES) AND CHAPTER 17.195 (ACCESSORY DWELLING UNITS)

3. Direct the City Clerk to schedule the second reading of Ordinance No. ____ at the next regular City Council meeting or as soon thereafter as feasible.

3. GENERAL BUSINESS

3.1 Introduction, First Reading, and setting of the Public Hearing for the 2025 California Building Standards Code Update

Presented By: Scott Burns , Building and Safety Department

RECOMMENDATION:

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

ORDINANCE NO._____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 15.08, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38 AND 15.52 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2025 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE), WITH SPECIFIED APPENDICES, AND INCLUDING ALL AMENDMENTS THERETO.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 8.28 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2025 CALIFORNIA FIRE CODE AND CREATION OF CHAPTER 8.30 TO ADOPT THE 2025 WILDLAND-URBAN INTERFACE CODE EDITIONS OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE)

3. Set the public hearing for November 12, 2025, to hear testimony in these matters.

COUNCIL COMMUNICATIONS

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

CITY MANAGER/GENERAL MANAGER REPORT

1. Potential Future Agenda Item: Shipping Container Ordinance

FUTURE AGENDA ITEMS

Future Agenda Items

RECOMMENDATION:

Title- Councilmember-Anticipated Date

1. Expand Pavement Management/Road Rehab Program for private/public roads - Marquez - Nov. 2025
2. Street Lighting Options for certain neighborhoods - Marquez - In process
3. Discuss potential Public Safety Subcommittee - DePhillippo - TBD
4. ~~Shed Setback from property line - DePhillippo - Oct. 2025~~
5. Policy for private maintenance on walls due to graffiti - Morabito - TBD
6. Anti-loitering Options - Morabito - TBD
7. Sober-living home Ordinance - Moore - TBD

ADJOURNMENT

PARTICIPATION

MEETINGS

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

VIEW THE MEETING

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

2. Watch Live
wildomar.gov/129/Agendas-Videos-Watch-Live or stream on YouTube.com/@CityofWildomar

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

PARTICIPATE IN THE MEETING

1. Fill out the speaker card located on the table near the entrance of the chambers.

2. Submit the speaker card to the City Clerk/Cemetery District Board Secretary in the basket located at the front of the chambers.

3. When the City Clerk/ Cemetery District Board Secretary calls your name, please come up to the front podium.

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

ACCOMMODATIONS

In compliance with the Americans with Disabilities Act, if requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk/ Cemetery District Board Secretary either in person or by phone at 951-677-7751 x210, no later than 10:00 a.m. on the day preceding the scheduled meeting.

REPORTS

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

AFFIDAVIT OF POSTING

I, Janet Morales, Wildomar City Clerk/ Cemetery District Board Secretary, 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 Wildomar.gov.

Janet Morales, CMC
City Clerk
Dated: October 9, 2025

CITY OF WILDOMAR
REGULAR MEETING
DEPARTMENT REPORT

Meeting Date: October 13, 2025

SUBJECT: Community Development Department Update

SUBMITTED BY: Robert Flores, Interim Community Development Department

PREPARED BY: Robert Flores, Interim Community Development Department

ACTION:
Receive the update.

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: October 13, 2025

SUBJECT: City Council - August 26, 2025 - Special Meeting

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. 08-26-2025 Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL - SPECIAL MEETING
TUESDAY, AUGUST 26, 2025
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

WORKSHOP: 10:00 AM

CALL TO ORDER - SPECIAL MEETING - WORKSHOP

The Special Meeting was called to order at 10:00 a.m.

ROLL CALL

Members in attendance: Ashlee DePhillippo, Carlos Marquez, and Bridgette Moore

Members absent: Joseph Morabito, and Dustin Nigg

1) WORKSHOP

1.1) Discussion/Workshop featuring Sam Toles (CiviSocial) - The Voice Session which focuses on aligning the overarching voice and branding of City communications.

CiviSocial representative Toles presented the discussion/workshop.

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

ADJOURN THE CITY COUNCIL MEETING

There being no further business, the Special Meeting was adjourned at 11:30 a.m

Submitted by:



Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.2
Meeting Date: October 13, 2025

SUBJECT: City Council/ Cemetery District Board Minutes - September 10, 2025 - Regular Meeting

SUBMITTED BY: Janet Morales, City Clerk

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. 09-10-2025- Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, SEPTEMBER 10, 2025
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

Closed Session: 4:00 PM | Regular Session 6:00 PM

CALL TO ORDER – CLOSED SESSION

The Regular Closed Session was called to order by Mayor DePhillippo at 4:00 p.m.

ROLL CALL

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

Members absent: Bridgette Moore

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(d)(2) and (e)(3) to confer with legal counsel with regard to two matters of potential exposure to litigation. The Government Code claims are available for public inspection with this closed session agenda item and with agenda item#1.7.

2. 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: 33767 Raciti Road, Wildomar CA (APN 366-320-050) Agency negotiators: Interim City Manager Chris Mann Negotiating parties: Mark

Lamont Smith Under negotiation: Instruction regarding price and terms of payment

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

RECONVENE INTO OPEN SESSION

The City Council reconvened into open session at 6:01 p.m. with all members present.

ANNOUNCEMENTS

City Attorney Jex stated that the City Council met in Closed Session. The City Council provided authorization to reject the Angie Garcia claim in item #1. There were no reportable actions on items # 2 and 3.

ADJOURN CLOSED SESSION

There being no further business, Mayor DePhillippo adjourned the Closed Session at 6:01 p.m.

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

The Joint Regular Meeting of the Wildomar City Council and the Wildomar Cemetery District was called to order by Mayor/Chair DePhillippo at 6:01 p.m.

ROLL CALL

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

Members absent: None.

Staff in attendance: Interim City Manager Mann, City Attorney Jex, City Clerk Morales, Administrative Services Director Schrader, Interim Community Development Director Flores, Community Services Director Torres, Public Works Director/City Engineer Farag, Economic Development Director Davidson, Senior Planner Lachgar, Code Enforcement Manager Berroteran, Human Resources Manager Wolf, Assistant to the City Manager Gorham, and Building Official Burns.

FLAG SALUTE

The flag salute was led by Captain Boydd

MOMENT OF SILENCE AND REFLECTION

PRESENTATIONS

1. Proclamation - Constitution Week
2. Introductions: Police Captain Boydd
3. Recognition of City Clerk Morales

DEPARTMENT REPORTS

Flock (ALPR) Camera Update

PUBLIC COMMENTS

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

1. Denise Lanier representing Thrifting 4 Gifting.
2. John Hume, resident.
3. Jim McIlrath
4. Bob Hall

APPROVAL OF THE AGENDA AS PRESENTED

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

Motion Approved: 5 - 0

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

1) CONSENT CALENDAR

Mayor Pro Tem Marquez and Councilmember Morabito requested to pull agenda item #1.8 for a presentation.

James Prestininzi, representing Harwood Building Supplies, provided public comment in opposition of item #1.6.

Jessica Hume, resident, provided public comment in favor of item #1.7.

John Hume, resident, provided public comment in favor of item #1.7.

Moved by Dustin Nigg; seconded by Bridgette Moore to approve all the Consent Calendar items except for item #1.8.

Motion Approved: 5 - 0

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

1.1) City Council/ Cemetery District Board Minutes - August 13, 2025 - Regular Meeting

Approved the minutes as presented.

1.2) August 2025 City Warrant Register

Approved the following:

For Fiscal Years 2024/2025 and 2025/2026:
1. Warrant Register dated 8-7-2025 in the amount of $711,221.40
2. Warrant Register dated 8-14-2025 in the amount of $163,259.88
3. Warrant Register dated 8-21-2025 in the amount of $1,281,493.29
4. Warrant Register dated 8-28-2025 in the amount of $217,327.34
5. Wire Transfer Register dated 7-31-2025 in the amount of $524,814.16
6. Payroll Register dated 8-1-2025 in the amount of $498,240.70

1.3) August 2025 Cemetery Warrant Register

Approved the following:

For Fiscal Years 2024/2025 and 2025/2026:
1. Warrant Register dated 8-7-2025 in the amount of $3,987.22
2. Warrant Register dated 8-14-2025 in the amount of $793.74
3. Warrant Register dated 8-21-2025 in the amount of $200.00
4. Warrant Register dated 8-28-2025 in the amount of $452.18

1.4) July 2025 City Treasury Report

Approved the City Treasury Report for July 2025.

1.5) July 2025 Cemetery Treasury Report

Approved the Cemetery Treasury Report for July 2025.

1.6) Development Code Amendment No. 2025-04 (Gas Stations, Car Washes, and Storage Uses) - Second Reading and Adoption of Ordinance No. 253 revising Title 17 (Development Code) of the Wildomar Municipal Code

1. Determined that Development Code Amendment No. 2025-04, and its adopting Ordinance No. 253, are exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the commonsense exemption, Section 15061(b)(3) of the CEQA Guidelines; and

2. Conducted a second reading by title only and adopt Ordinance No. 253 amending Title 17 (Development Code) of the Wildomar Municipal Code, as entitled:

ORDINANCE NO. 253
AN ORDINANCE OF THE WILDOMAR CITY COUNCIL AMENDING WILDOMAR MUNICIPAL CODE TITLE 17 (ZONING) TO RESTRICT AND REGULATE CAR WASHES, SERVICES STATIONS, AND STORAGE FACILITIES; ENABLE THE ESTABLISHMENT OF OVERLAY ZONES; AND ESTABLISH THE HISTORIC AND DOWNTOWN OVERLAY DISTRICT

1.7) Rejection of Blackseries RV, Inc. Government Act Claim

1. Adopted a Resolution entitled:

RESOLUTION NO. 2025 - 44
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AUTHORIZING THE INTERIM CITY MANAGER, OR DESIGNEE, TO TAKE ALL NECESSARY ACTIONS TO REJECT THE AUGUST 19, 2025, GOVERNMENT CLAIMS ACT CLAIM FILED BY BLACKSERIES RV, INC.; and

2. Authorized the Interim City Manager, or designee, to take all necessary actions to reject the attached Government Claims Act (Gov. Code, § 810 et seq.) (the "Act") claim (the "Claim") filed by Blackseries RV, Inc. (the "Claimant") on August 19, 2025.

1.8) Consultation Services for Preparation of a Strategic Plan

Administrative Services Director Schrader presented the staff report.

Moved by Dustin Nigg; seconded by Bridgette Moore to Authorize staff to post the Request for Proposal on PlanetBids, for response by, and evaluation of, qualified consultants.

Motion Approved: 5 - 0

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

1.9) Resolutions Authorizing the Citys Participation in Two National Opioid Litigation Settlements: (1) In re: Purdue Pharma L.P., et al., Debtors (Chapter 11), U.S. Bankruptcy Court Southern District of New York, Case No. 19-23649; and (2) In re: National Prescription Opiate Litigation, MDL No. 2804, Case No. 1:17-md-2804 (Multi-District Litigation)

1. Adopted a Resolution entitled:

RESOLUTION NO. 2025 - 45
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR APPROVING THE CITY'S PARTICIPATION IN A NATIONAL LITIGATION SETTLEMENT WITH PURDUE PHARMA L.P. AND THE SACKLER FAMILY, AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS FOR THE SETTLEMENT, AND DIRECTING PAYMENT OF SETTLEMENT FUNDS TO RIVERSIDE COUNTY; and

2. Adopted a Resolution entitled:

RESOLUTION NO. 2025 - 46
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR APPROVING THE CITY'S PARTICIPATION IN A NATIONAL LITIGATION SETTLEMENT WITH ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SYN PHARMA, AND ZYDUS, AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS FOR THE SETTLEMENT, AND DIRECTING PAYMENT OF SETTLEMENT FUNDS TO RIVERSIDE COUNTY

1.10) Funding Agreement with the Western Riverside County Conservation Authority (RCA) for Replacement Property for the Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2)

Authorized the Interim City Manager to execute the Funding Agreement between the City and RCA.

1.11) Acceptance of a Drainage Easement for the Westpark Promenade Development Project (Project 21-0075)

Authorized the Public Works Director/City Engineer to accept a Drainage Easement Deed for the Westpark Promenade Development Project (Project 21-0075).

1.12) Establishment of Community Facilities District No. 2025-2 (Westpark Promenade)

1. Adopted a Resolution entitled:

RESOLUTION NO. 2025 - 47
RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) 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

2. Adopted a Resolution entitled:

RESOLUTION NO. 2025 - 48
RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO

EXCEED $17,000,000 WITHIN PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR

1.13) Sole Source for Master License Agreement with Symbium for software to comply with Senate Bill (SB) 379

Approved the sole source and authorize the Interim City Manager to execute a Master License Agreement with Symbium.

1.14) Chiquito Battery Energy Storage Facility (BESS) Community Benefit Agreement

Authorized the Interim City Manager to execute and enter into a Community Benefit Agreement with Chiquito Grid, LLC.

1.15) Community Development Block Grant (CDBG) 2025/2026 Supplemental Agreement for Mission Trail/Sedco Sidewalk Phase III Project (CIP 044-3)

1. Adopted a Resolution entitled:

RESOLUTION NO. 2025 - 49
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACCEPTING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2025/2026 IN THE AMOUNT OF $129,415 FOR THE SEDCO SIDEWALK PROJECT PHASE III (3.WD.23-25, CIP 044-3)

2. Approved a supplemental appropriation adding $129,415 in expenditures and increasing budgeted revenues by $129,415 for funds as identified in the Fiscal Impact and Account Code sections of this staff report, to allocate the necessary additional funds to the Project.

2) PUBLIC HEARINGS

There were no public hearings scheduled.

3) GENERAL BUSINESS

3.1) Ordinance amending Chapter 12.12 of the Wildomar Municipal Code related to City Parks and Open-Space prohibitions.

Community Services Director Torres presented the staff report.

There were no public comments.

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

ORDINANCE NO. 254
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,

CALIFORNIA, AMENDING CHAPTER 12.12 (CITY PARKS AND OPEN-SPACE AREAS) OF THE WILDOMAR MUNICIPAL CODE

Motion Approved: 5 - 0

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

3.2) Health Benefit Allotment Contribution Structure

Human Resources and Risk Manager Wolf presented the staff report.

There were no public comments.

Moved by Dustin Nigg; seconded by Carlos Marquez to
1. Approve a Resolution entitled:

RESOLUTION NO. 2025 - 50
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ESTABLISHING THE CITY'S HEALTH BENEFIT ALLOTMENT CONTRIBUTION STRUCTURE AND UPDATING THE PERSONNEL RULES TO REFLECT THE OPTION FOR CASH-IN-LIEU

2. Approve a supplemental appropriation totaling $9,593 to cover the cost of additional health coverage for the remainder of the year which will be allocated to the funds as follows: $804.54 in General Fund 100, $4,412.52 in Gas Tax 200, $735.25 in Measure AA 120, $2,781.84 in Measure Z 690, and $858.53 in Cemetery Fund 300.

3. Approve an amendment to the Resolution with the following amended language: 30% cash-in-lieu for employees who waive the full health benefit allotment and to reallocate the surplus of budgeted funds to assist with employees who are signed up for health coverage for employee + 1 and employee + family.

Motion Approved: 5 - 0

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

COUNCIL/BOARD COMMUNICATIONS

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

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

CITY MANAGER/GENERAL MANAGER REPORT

Interim City Manager Mann presented the report.

FUTURE AGENDA ITEMS

Added:

Anti-loitering Options - Morabito
Sober-living home Ordinance - Moore

ADJOURNMENT

There being no further business, Mayor/Chair DePhillippo made a statement against political violence, then adjourned the City Council/Cemetery District Board Meeting at 7:41 p.m. to an adjourned regular meeting on September 24, 2025, at 4:15 p.m.

Submitted by:



_____

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.3
Meeting Date: October 13, 2025

SUBJECT: September 2025 City Warrant Register

SUBMITTED BY: Nicholas Neidiffer, Accountant I

PREPARED BY: Nicholas Neidiffer, Accountant I

ACTION:
Approve the following:

For Fiscal Years 2024/2025 and 2025/2026:
1. Warrant Register dated 9-2-2025 in the amount of $31.50
2. Warrant Register dated 9-4-2025 in the amount of $125,599.40
3. Warrant Register dated 9-9-2025 in the amount of $1,035.30
4. Warrant Register dated 9-11-2025 in the amount of $459,879.86
5. Warrant Register dated 9-18-2025 in the amount of $650,866.81.
6. Warrant Register dated 9-25-2025 in the amount of $2,175,257.65.
7. Wire Transfer Register dated 9-30-2025 in the amount of $56,094.15.
8. Payroll Register dated 10-1-2025 in the amount of $511,785.25.

SUMMARY:
September 2025 City Warrant Register

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

FISCAL IMPACT:
These Warrant, Wire Transfer and Payroll Registers will have a budgetary impact in the amount and fiscal year noted in the recommendation section of this report. These costs are included in the Fiscal Years 2024/2025 and 2025/26 Budgets.

ATTACHMENTS:
September 2025 City Warrant Register.pdf

Transaction Name	Bill Date	Payment Date	Amount (Credit)	Vendor	Memo
Bill #427575	6/30/2025	9/2/2025	31.50	INTERPRETERS UNLIMITED	Spanish and Chinese Mandarin Interpreter 5/09/25 WI251260045, WI251290032
Bill #4238736198	7/31/2025	9/4/2025	159.64	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #1C9R-6G9L-NFJJ	6/30/2025	9/4/2025	223.42	AMAZON CAPITAL SERVICES	Amazon Supply Purchases: Billing Period 06/01/25-06/30/25
Bill #000696	6/30/2025	9/4/2025	369.74	LEER TRUCK ACCESSORY SHOP	Maint. Dept. Work Truck - Hitch & Receiver, June 2025
Bill #2025-816 - 2025-858	5/31/2025	9/4/2025	38,759.00	TKE ENGINEERING INC	Contractual Services May 2025
Bill #87862357	8/15/2025	9/4/2025	120.00	OCCUPATIONAL HEALTH CENTERS OF, CALIFORNIA,A MEDICAL CORP	Physical Exam w/Rapid eCup Preemployment Screening Mw-Pw
Bill #87782791	8/11/2025	9/4/2025	106.00	OCCUPATIONAL HEALTH CENTERS OF, CALIFORNIA,A MEDICAL CORP	Physical Exam w/Rapid eCup Pre Employment Screening Mw-Pw
Bill #2020112720	7/31/2025	9/4/2025	10,071.99	ABSOLUTE INTERNATIONAL, SECURITY INC	Security Service July 2025
Bill #PG000043002	8/27/2025	9/4/2025	9,242.00	GENERAL CODE	Municode Update
Bill #90425	9/4/2025	9/4/2025	100.00	FRANCHISE TAX BOARD	Withholding Order
Bill #8294Add8	9/1/2025	9/4/2025	46.00	LIFTOFF, LLC	Office 365 Renewals
Bill #342019468-00001	8/22/2025	9/4/2025	1,518.63	VERIZON WIRELESS	Verizon 07/23/25-08/22/25
Bill #342019468-00002	8/22/2025	9/4/2025	40.01	VERIZON WIRELESS	Verizon 07/23/25-08/22/25
Bill #5288495701	8/25/2025	9/4/2025	1,022.28	CINTAS CORPORATION	City Hall First Aid & Safety Supply Restocking
Bill #43916	8/12/2025	9/4/2025	303.41	LOGO JOE'S	City Council Apparel
Bill #IN00516381	8/27/2025	9/4/2025	195.74	BOOT BARN HOLDINGS	Maint. Worker Safety Boots - Christy Bowen
Bill #INV00516378	8/27/2025	9/4/2025	250.00	BOOT BARN HOLDINGS	Maint. Worker Safety Boots - Joshua Cortez
Bill #INV00516379	8/27/2025	9/4/2025	185.95	BOOT BARN HOLDINGS	Maint. Worker Safety Boots - Paul Guerrero
Bill #INV00516380	8/27/2025	9/4/2025	250.00	BOOT BARN HOLDINGS	Maint. Worker Safety Boots - Alejandro Cibrian
Bill #AR051968	6/30/2025	9/4/2025	10,365.97	CITY OF MURRIETA	June 2025 Homeless Outreach Services
Bill #082725-9129	8/27/2025	9/4/2025	1,419.35	EDISON	07/29/25-08/26/25 Elec - 32637 Gruwell (FS61)
Bill #082625-5471	8/26/2025	9/4/2025	15.29	EDISON	07/28/25-08/25-25 CFD Zone 5 36551 Elizabeth (Irrigation Meter)
Bill #082725-6091	8/27/2025	9/4/2025	117.34	EDISON	07/29/25-08/26/25 Elec 21347 Como St (Little League)
Bill #2025 - 9	9/2/2025	9/4/2025	86.68	Coalition for Controlling Ins. Costs in California Schools Health and Welfare Trust	Employee Assistance - Sep 2025
Bill #82725	8/27/2025	9/4/2025	2,280.00	HOLLYS DOOR REPAIR	(2) Panic Hardware for suite 101 and 111
Bill #13800221	8/25/2025	9/4/2025	1,340.76	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/15/25-08/15/25 Water Zone 42 Loc 01 M1
Bill #13800472	8/25/2025	9/4/2025	305.34	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/15/25-08/15/25 Water Zone 42 Loc 03 M3
Bill #13800473	8/25/2025	9/4/2025	238.08	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/15/25-08/15/25 Water Zone 42 Loc 02 M2
Bill #13807098	8/27/2025	9/4/2025	369.88	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/19/25-08/19/25 Water Zone 3 Loc 25 M1
Bill #13810120	8/27/2025	9/4/2025	683.81	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/19/25-08/19/25 Water 24707 Prelipp Rd
Bill #13810530	8/27/2025	9/4/2025	424.83	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/19/25-08/19/25 Water City Hall
Bill #2025-582 - 2025-626	4/30/2025	9/4/2025	44,206.00	TKE ENGINEERING INC	Development Review - April 2025
Bill #9125	9/1/2025	9/4/2025	50.00	INLAND EMPIRE BLUE BELLES	Councilmember Moore's ticket to the Inland Empire Blue Event
Bill #39980126	8/26/2025	9/4/2025	214.24	GREAT AMERICA FINANCIAL SERVIC	Canon Color Copier Syst. #019-1780554
Bill #042825-6801	8/27/2025	9/4/2025	15.87	EDISON	07/29/25-08/26/25 CFD 2013-1 Zone 10
Bill #309203/3	8/22/2025	9/4/2025	10.31	ACE HARDWARE	Facilities Supplies-Outlet
Bill #158993418	7/13/2025	9/4/2025	468.00	EVERON, LLC.	Fire Alarm Monitoring 07/13/25-10/12/25
Bill #309202/3	8/22/2025	9/4/2025	23.84	ACE HARDWARE	Facilities Supplies
Bill #81225	8/12/2025	9/9/2025	1,035.30	EXPLORER POST 881	Special Event: National Night Out Bike Reimbursement
Bill #309192/3	8/19/2025	9/11/2025	64.03	ACE HARDWARE	Supplies
Bill #309198/3	8/21/2025	9/11/2025	22.72	ACE HARDWARE	Facilities Supplies-LED Flashlight
Bill #309200/3	8/21/2025	9/11/2025	7.98	ACE HARDWARE	Department Supplies - Marna
Bill #309194/3	8/20/2025	9/11/2025	6.53	ACE HARDWARE	Facilities Supplies-Fasteners
Bill #309012/3	6/30/2025	9/11/2025	2.48	ACE HARDWARE	Facilities Supplies
Bill #13982	8/29/2025	9/11/2025	310.00	RIGHTWAY	FS61 Septic Pumping
Bill #309222/3	8/29/2025	9/11/2025	36.14	ACE HARDWARE	Maintenance & Repair for Fire Station-Spray for Repair

Bill #17562	9/8/2025	9/11/2025	184.78	PRINT POSTAL	Business Cards
Bill #91125	9/11/2025	9/11/2025	100.00	FRANCHISE TAX BOARD	Withholding Order
Bill #309208/3	8/25/2025	9/11/2025	30.98	ACE HARDWARE	Facilities Supplies
Bill #250919COW2	8/27/2025	9/11/2025	450.00	ARTOVATOR	Deposit for Mariachi Night 09/19/25
Bill #90425	6/30/2025	9/11/2025	12,192.77	WASTE MANAGEMENT	Delinquent Trash Charges Rcvd FY2024-25 from County
Bill #25-1389	9/3/2025	9/11/2025	480.00	GATES SOUND	Service call for the Sound System
Bill #272917	9/2/2025	9/11/2025	1,903.66	INNOVATIVE DOCUMENT SOLUTIONS	8/01/25-8/31/25 Contract Copier Services Maintenance/Repairs, Ink/Toner (7 copiers)
Bill #79701	8/19/2025	9/11/2025	144.00	AMERICAN FORENSIC NURSES	Blood Draw (2)
Bill #79711	8/19/2025	9/11/2025	144.00	AMERICAN FORENSIC NURSES	Blood Draw (2)
Bill #3009	8/8/2025	9/11/2025	1,200.00	FORENSIC NURSES OF SOCAL, INC.	Police Dept -Sexual Assault Exam - SART 8/7/25 Case WI252170010
Bill #3011	8/11/2025	9/11/2025	1,200.00	FORENSIC NURSES OF SOCAL, INC.	Police Dept -Sexual Assault Exam - SART 8/10/25 Case WI252220004
Bill #3007	8/5/2025	9/11/2025	800.00	FORENSIC NURSES OF SOCAL, INC.	Dry Run Exam, Nurse dispatched by law enforcement with incomplete exam, case # WI25210001, 8/4/25
Bill #840833	6/30/2025	9/11/2025	70.00	DEPARTMENT OF JUSTICE	March 2025 Blood Alcohol Analysis (1)
Bill #840785	8/20/2025	9/11/2025	210.00	DEPARTMENT OF JUSTICE	July 2025 Blood Alcohol Analysis (6)
Bill #6039481/1	8/13/2025	9/11/2025	6,206.84	BMW MOTORCYCLES OF RIVERSIDE	BMW Motorcycle Maintenance - Sheriff
Bill #72125A	7/25/2025	9/11/2025	393.60	SUNRUN INSTALLATIONS SERVICES, INC.	Partial Refund for Permit BEL-24-4167
Bill #72125B	7/21/2025	9/11/2025	404.40	SUNRUN INSTALLATIONS SERVICES, INC.	Partial Refund of Permit BEL-24-4154
Bill #72125C	7/21/2025	9/11/2025	393.60	SUNRUN INSTALLATIONS SERVICES, INC.	Partial Refund of Permit BEL-24-4309
Bill #SEP 2025	9/1/2025	9/11/2025	8,263.50	ANIMAL FRIENDS OF THE VALLEY,, INC.	Animal Control Service September 2025
Bill #40073060	9/8/2025	9/11/2025	402.61	GREAT AMERICA FINANCIAL SERVIC	Canon Color Copier Syst. #020-1472515
Bill #12925	3/31/2025	9/11/2025	107,025.00	RIVERSIDE COUNTY EXECUTIVE, OFFICE	Animal Shelter/Operations 3rd Quarter, January - March 2025
Bill #82825	8/28/2025	9/11/2025	132,987.00	RIVERSIDE COUNTY EXECUTIVE, OFFICE	Animal Shelter/Operations 2nd Quarter, October - December 2025
Bill #082825-2458	8/28/2025	9/11/2025	434.42	EDISON	Electricity Charges from 07/11/25-08/27/25
Bill #090225-4610	9/2/2025	9/11/2025	136.69	EDISON	08/01/25-08/31/25 Electric CFD 2013-001 Zone 3
Bill #090225-0962	9/2/2025	9/11/2025	261.75	EDISON	08/01/25-08/31/25 Electric CFD 2013-001 Zone 2
Bill #090225-1757	9/2/2025	9/11/2025	211.26	EDISON	08/01/25-08/31/25 Electric CFD 2013-001 Zone 3
Bill #090225-7504	9/2/2025	9/11/2025	35.74	EDISON	08/01/25-08/31/25 CFD 2013-1 Orange/Corazza
Bill #090225-4845	9/2/2025	9/11/2025	68.34	EDISON	08/01/25-08/31/25 CFD Zone 2
Bill #090225-4487	9/2/2025	9/11/2025	56.56	EDISON	08/01/25-08/31/25 20505 Palomar St (Marna)
Bill #090225-9127	9/2/2025	9/11/2025	258.63	EDISON	08/01/25-08/31/25 Electric CFD 2013-001 Zone 5
Bill #090225-7694	9/2/2025	9/11/2025	232.44	EDISON	08/01/25-08/31/25 CFD Zone 3
Bill #090225-4293	9/2/2025	9/11/2025	6,300.40	EDISON	08/01/25-08/31/25 CSA 103 Sales Acquisition
Bill #090225-8975	9/2/2025	9/11/2025	136.68	EDISON	08/01/25-08/31/25 CFD Zone 3
Bill #80725	8/7/2025	9/11/2025	625.00	ERIC BURNS	Payment for Claim #2025-004
Bill #13803131	8/26/2025	9/11/2025	200.56	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/17/25-08/17/25 Water Zone 3 Loc 23 M1
Bill #71224	6/30/2025	9/11/2025	141,108.00	RIVERSIDE COUNTY EXECUTIVE, OFFICE	Animal Shelter Debt Service Payment for FY24/25
Bill #13803338	8/26/2025	9/11/2025	101.50	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/17/25-08/17/25 Water Zone 30 Loc 2
Bill #13803378	8/26/2025	9/11/2025	111.31	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/17/25-08/17/25 Water Zone 3 Loc 49 M1
Bill #13803634	8/26/2025	9/11/2025	174.76	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/17/25-08/17/25 Water Zone 51 Loc 01
Bill #13803800	8/26/2025	9/11/2025	671.86	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/17/25-08/17/25 Water 21400 Palomar St Little League
Bill #13803841	8/26/2025	9/11/2025	1,689.79	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/17/25-08/17/25 Water Water Windsong Park
Bill #13804350	8/26/2025	9/11/2025	826.06	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/17/25-08/17/25 Water Water Zone 3 Loc 29 M1
Bill #13804428	8/26/2025	9/11/2025	278.74	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/17/25-08/17/25 Water Water Zone 3 Loc 29 M2
Bill #13804431	8/26/2025	9/11/2025	326.07	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/17/25-08/17/25 Water Water Zone 30 Loc 1
Bill #13804530	8/26/2025	9/11/2025	420.55	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/17/25-08/17/25 Water Water Zone 42 & 47 M1
Bill #13804924	8/26/2025	9/11/2025	188.34	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/17/25-08/17/25 Water 22450 1/2 Cervera Rd
Bill #13805166	8/26/2025	9/11/2025	157.17	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/17/25-08/17/25 Water 22450 Cervera Rd

Bill #13806257	8/26/2025	9/11/2025	414.40	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/17/25-08/17/25 Water Zone 62 - 22933 Delca
Bill #13806343	8/26/2025	9/11/2025	117.02	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/17/25-08/17/25 Water Zone 67 - Arnnett & Catt Rd
Bill #13806752	8/26/2025	9/11/2025	217.11	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	07/17/25-08/17/25 CFD 2022-1 NE Wildomar Trail/Margaret Ln
Bill #090525-1202	8/31/2025	9/11/2025	25.14	EDISON	08/01/25-08/31/25 Hidden Springs/Clinton Keith
Bill #090525-0828	8/31/2025	9/11/2025	177.61	EDISON	08/01/25-08/31/25 Electric Wildomar City Lamps
Bill #WILD-02.0 - 11	8/31/2025	9/11/2025	292.50	PLACEWORKS	August 2025 Contractual Svc - GP Update/EIR
Bill #WILD-01.0 - 11	8/31/2025	9/11/2025	2,387.50	PLACEWORKS	August 2025 Contractual Svc - Project Related
Bill #WILD-01-12 - 11	8/31/2025	9/11/2025	20,325.50	PLACEWORKS	August 2025 Contractual Svc - The Bluffs at Hidden Springs Specific Plan and EIR
Bill #10826988068	7/24/2025	9/11/2025	1,854.92	DELL MARKETING L.P.	Laptop for Celina Robles
Bill #10825506250	7/16/2025	9/11/2025	180.08	DELL MARKETING L.P.	2nd Monitor for Abdu
Bill #10826374491	7/21/2025	9/11/2025	3,072.61	DELL MARKETING L.P.	Laptops for Clerks
Bill #90525	9/5/2025	9/11/2025	52.22	KRAMER MATT	Mileage Reimbursement: 08/23/25-9/05/25
Bill #91025	9/10/2025	9/11/2025	114.01	KRAMER MATT	2025 APA Membership (Planning Dept)
Bill #2025-805REV	5/31/2025	9/18/2025	3,370.50	TKE ENGINEERING INC	Traffic Engineering - May 2025
Bill #309145/3	7/31/2025	9/18/2025	490.47	ACE HARDWARE	Road Maintenance Equipment - Chainsaw
Bill #309189/3	8/18/2025	9/18/2025	4.74	ACE HARDWARE	Road Maintenance Program Equipment - Steel Nails
Bill #309196/3	8/20/2025	9/18/2025	6.70	ACE HARDWARE	Road Maintenance Program Equipment - O Ring
Bill #309209/3	8/25/2025	9/18/2025	36.95	ACE HARDWARE	Road Maintenance Program Equipment - Garden Sprayer
Bill #309210/3	8/25/2025	9/18/2025	167.31	ACE HARDWARE	Road Maintenance Program Equipment - Gloves, Digital Measuring Tape
Bill #SL251314	6/30/2025	9/18/2025	5,647.66	DEPARTMENT OF TRANSPORTATION	TS Maintenance April 2025 - June 2025
Bill #34095	7/31/2025	9/18/2025	93.75	ARCHITERRA DESIGN GROUP	Plan Check Review - July 2025
Bill #96758	7/17/2025	9/18/2025	625.31	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	PW Road Maint. - Traffic & Street Signs Materials (Concrete, Barricade, Sign), July 2025
Bill #96840	7/30/2025	9/18/2025	415.97	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	PW Road Maint. - Traffic & Street Signs Materials (Signs, supplies), July, 2025
Bill #97036	8/18/2025	9/18/2025	762.34	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	PW Road Maint. - Traffic & Street Signs Materials (Signs, supplies), August, 2025
Bill #TL0000017823	4/30/2025	9/18/2025	797.81	COUNTY OF RIVERSIDE, TLMA	TMLA-SLF - Apr, 2025
Bill #309218/3	8/28/2025	9/18/2025	55.94	ACE HARDWARE	Facilities Supplies - Square, Extra Keys
Bill #9335984782	8/31/2025	9/18/2025	150.07	CINTAS CORPORATION	SD Eyewash Service Agreement
Bill #44507	7/21/2025	9/18/2025	3,560.00	G.M. SAGER CONSTRUCTION CO., INC.	PW Road Maint. - Pavement & Shoulder Maint.
Bill #4241688089	8/28/2025	9/18/2025	246.96	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #300656	9/8/2025	9/18/2025	900.00	LCW LIEBERT CASSIDY WHITMORE	Liebert Library Annual Subscription July 1,2025 - June 30, 2026
Bill #90325	9/3/2025	9/18/2025	5,000.00	LEONARDO BELTRAN	CIP 026-2 Bundy Canyon-Temporary Construction Easement
Bill #90325	9/3/2025	9/18/2025	1,605.39	CHARTER COMMUNICATIONS HOLDINGS, LLC	Charter Spectrum R-20 Relocation of Coax and Fiber
Bill #090225-7481	9/2/2025	9/18/2025	522.78	EDISON	07/15/25-08/31/25 Electricity for CSA Districts
Bill #9925	9/9/2025	9/18/2025	58.10	LUNA, CAMERON	Mileage Reimbursement: 08/25/25-09/04/25
Bill #INV-2660	7/21/2025	9/18/2025	439,736.00	CALIFORNIA INTERGOVERNMENTAL, RISK AUTHORITY	Work Comp, Gen Liability & Employment Pract Liability FY25/26
Bill #34218-34237	8/31/2025	9/18/2025	6,051.40	ARCHITERRA DESIGN GROUP	August 2025 Plan Check Services
Bill #2025-08-13	8/13/2025	9/18/2025	134.06	SERIOUSLY STICKERS	200- 3x3 - Wildomar Logos
Bill #8330Add9	9/13/2025	9/18/2025	46.00	LIFTOFF, LLC	Office 365 (2) additional Microsoft Licenses
Bill #254919501090125	9/1/2025	9/18/2025	755.33	CHARTER COMMUNICATIONS	Spectrum Backup Internet
Bill #91125	9/11/2025	9/18/2025	77.54	SOCALGAS	08/08/25-09/09/25 Gas - Fire Dept 32637 Gruwell
Bill #90725	9/7/2025	9/18/2025	502.25	PITNEY BOWES	Postage Meter Refill 09/07/25
Bill #91125	9/11/2025	9/18/2025	183.28	MATTHEW OLSEN	Meal Reimbursement for SET Officer Training
Bill #82725	8/27/2025	9/18/2025	750.00	DISCOUNT HAULING AND CLEANUP, SERVICES	Service Call for Code Enforcement on Property
Bill #17582	9/2/2025	9/18/2025	988.54	PRINT POSTAL	Code Enforcement Forms
Bill #SCAG FY26 0187	7/1/2025	9/18/2025	5,423.00	SOUTHERN CALIFORNIA, ASSOC. OF GOVT.	Membership Dues Assessment for Fiscal Year 2025-26

Bill #FY25/26-018	9/15/2025	9/18/2025	500.00	CITY OF CANYON LAKE	City of Wildomar - 2025 Battle of the Cities Golf Tournament Team Registration
Bill #441587	8/28/2025	9/18/2025	375.00	AT&T	LEA Tracking Numbers
Bill #1038	9/8/2025	9/18/2025	25,000.00	DISRUPTER MEDIA CONSULTANTS	Social Media Training
Bill #4267	8/31/2025	9/18/2025	3,200.00	INFINITY TECHNOLOGIES	GIS Services FY25/26
Bill #4337A	9/11/2025	9/18/2025	11,300.00	INFINITY TECHNOLOGIES	August 2025 Monthly IT Services
Bill #4337B	8/13/2025	9/18/2025	198.00	INFINITY TECHNOLOGIES	August 2025 Datto Office 365 Backup Service
Bill #4337C	9/15/2025	9/18/2025	912.00	INFINITY TECHNOLOGIES	August 2025 Proofpoint Essentials Advance
Bill #182941	7/31/2025	9/18/2025	400.25	DATA TICKET, INC.	July 2025 Daily Citation Processing
Bill #182290	7/31/2025	9/18/2025	375.00	DATA TICKET, INC.	July 2025 Online Access to Citation Processing Center
Bill #82625	8/26/2025	9/18/2025	435.55	TIMELESS CONSTRUCTION GROUP INC.	Partial Refund for Cancelled Permit BAR-25-0204
Bill #91625	9/16/2025	9/18/2025	5,496.00	BUNDY CANYON SUPER STORAGE	Annual Payment for Storage Units C15 & A7
Bill #INV0000235997	9/15/2025	9/18/2025	4,233.00	ARMADA ADMINISTRATORS	October 2025 ArmadaCare Premium
Bill #15650	7/11/2025	9/18/2025	6,096.25	INTELLI-TECH	Fortinet Switch 48 Port
Bill #188866201090725	9/7/2025	9/18/2025	5.30	CHARTER COMMUNICATIONS	Cable through 10/07/25 - FS61
Bill #201351	9/11/2025	9/18/2025	384.99	PORTER RENTS, LLC	Equipment Rentals
Bill #89683	9/11/2025	9/18/2025	290.00	RIVERSIDE TRANSIT AGENCY	Code Enforcement Bus Passes for Homeless Outreach
Bill #40073061	9/8/2025	9/18/2025	244.94	GREAT AMERICA FINANCIAL SERVIC	Canon Color Copier Syst. #016-1585799
Bill #091125-2529	9/11/2025	9/18/2025	224.43	EDISON	08/12/25-09/10/25 22378 Bundy Canyon Rd
Bill #201350	9/11/2025	9/18/2025	462.60	PORTER RENTS, LLC	Equipment Rentals
Bill #201362	9/11/2025	9/18/2025	403.20	PORTER RENTS, LLC	Equipment Rentals
Bill #0011749076	8/31/2025	9/18/2025	392.65	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - DCA 2025-04 - Service Station
Bill #0011749077	8/3/2025	9/18/2025	367.71	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - GPA 2025-01 Safety Element Update
Bill #011750731	8/14/2025	9/18/2025	433.51	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - DCA 2025-05
Bill #0011752114	8/23/2025	9/18/2025	560.63	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - CIP 088/089 Request for Bids
Bill #0011751958	8/25/2025	9/18/2025	2,637.39	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - Ordinance 252 - Cannabis
Bill #845145	9/5/2025	9/18/2025	49.00	DEPARTMENT OF JUSTICE	August 2025 Fingerprint Apps (1)
Bill #300927	9/11/2025	9/18/2025	64.21	AFLAC, REMITTANCE PROCESSING, CENTER	September 2025 Suplemental Insurance
Bill #91525	9/15/2025	9/18/2025	1,100.00	PARTY MEXICAN STYLE	Special Event: Mariachi Night live Music
Bill #002756	9/12/2025	9/18/2025	931.50	BEST MECHANICAL BULL	Special Event: Mariachi Night Mechanical Bull
Bill #JJ2138	7/22/2025	9/18/2025	2,130.00	JOLLY JUMPS	National Night Out - Inflatables
Bill #091225-3487	9/12/2025	9/18/2025	543.55	EDISON	08/13/25-09/11/25 23873 Clinton Keith Rd Suite 103
Bill #091225-8408	9/12/2025	9/18/2025	16.13	EDISON	08/13/25-09/11/25 35711 Capistrano St
Bill #091225-3123	9/12/2025	9/18/2025	210.66	EDISON	08/13/25-09/11/25 23873 Clinton Keith Rd Suite 109
Bill #091225-7255	9/12/2025	9/18/2025	442.92	EDISON	08/13/25-09/11/25 23873 Clinton Keith Rd Suite 110
Bill #091225-2838	9/12/2025	9/18/2025	1,707.45	EDISON	08/13/25-09/11/25 Electric City Hall
Bill #091225-5636	9/12/2025	9/18/2025	211.30	EDISON	08/13/25-09/11/25 Electric Suite 101
Bill #1771	9/3/2025	9/18/2025	550.00	HONOR PLUMBING CO	Service - Maintenance/Repair
Bill #001079	8/31/2025	9/18/2025	1,025.00	GOPHER SQUAD	August 2025 Pest Control Services
Bill #9925	9/9/2025	9/18/2025	2,250.00	GUARDIAN PLUMBERS	Service - Maintenance/Repair
Bill #435875	9/15/2025	9/18/2025	803.50	RIGHTWAY SITE SERVICES, INC.	09/11/25-10/08/25 Porta /Washstn- Windsong 2 scheduled Services
Bill #172819519-0001	8/15/2025	9/18/2025	798.82	SUNBELT RENTALS, INC.	Equipment Rental - Skid Steer
Bill #4237998570	7/24/2025	9/18/2025	159.64	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #91025	9/10/2025	9/18/2025	75,032.50	RIVERSIDE COUNTY EXECUTIVE, OFFICE	FY 25/26 Shelter Debt Service Payment
Bill #91725	9/17/2025	9/18/2025	1,256.08	WESTERN RIVERSIDE COUNTY, RCA	July 2025 MSHCP Fees
Bill #25-636	7/22/2025	9/18/2025	7,500.00	CT CONCRETE CUTTING, INC.	34856 The Farm Rd Guard Rail Removal and Replacement
Bill #925	7/25/2025	9/18/2025	9,990.00	INTERSTATE STRIPING, INC.	Legend and Stop Bar painting-Various Locations
Bill #96752	7/17/2025	9/25/2025	697.63	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	PW Road Maint. - Traffic & Street Signs Materials (Signs), July, 2025
Bill #46655	9/2/2025	9/25/2025	9,600.00	MURRIETA CHAMBER OF COMMERCE	Strategic Partnership 2025-2026
Bill #83125	8/31/2025	9/25/2025	3,106.20	HDL SOFTWARE LLC.	August 2025 HdL Fees

Bill #RS7111661	8/31/2025	9/25/2025	58.95	CORODATA RECORDS, INC.	Standard Record Storage Carton 8/01/25-8/31/25
Bill #RS7080241	6/30/2025	9/25/2025	58.95	CORODATA RECORDS, INC.	Standard Record Storage Carton 3/01/25-3/31/25
Bill #RS7061367	12/31/2024	9/25/2025	58.95	CORODATA RECORDS, INC.	Standard Record Storage Carton 12/01/24-12/31/24
Bill #RS7026090	8/31/2024	9/25/2025	53.95	CORODATA RECORDS, INC.	Standard Record Storage Carton 8/01/24-8/31/24
Bill #4240176129	8/14/2025	9/25/2025	214.12	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #201501	9/17/2025	9/25/2025	820.02	PORTER RENTS, LLC	Equipment Rentals
Bill #201545	9/18/2025	9/25/2025	149.46	PORTER RENTS, LLC	Equipment Rentals
Bill #RINV29991	9/16/2025	9/25/2025	2,109.69	SITE SERVICES OF AMERICA	Event restrooms, Fencing, Delivery & Removal
Bill #INUS044607	8/14/2025	9/25/2025	24,000.00	PLACER LABS, INC.	Location Based Services & Analytics 08/15/25-08/14/26
Bill #082317220X250913	9/13/2025	9/25/2025	173.99	DIRECT TV	09/12/25-10/11/25 Cable Services - City Hall
Bill #8011799714	8/25/2025	9/25/2025	360.31	STERICYCLE, INC	Contractual Shredding Svc
Bill #5276472103	6/30/2025	9/25/2025	1,392.14	CINTAS CORPORATION	City Hall First Aid & Safety Supplies
Bill #5283630901	7/30/2025	9/25/2025	1,394.97	CINTAS CORPORATION	City Hall First Aid & Safety Supplies
Bill #7144	9/9/2025	9/25/2025	7,220.00	INLAND EMPIRE A/V RENTALS	Stage, Sound & Lighting - Mariachi Night 2025
Bill #091925	9/19/2025	9/25/2025	605,318.40	VAN ENGINEERING	CIP028-2 Palomar Widening & CIP067-1 Cemetery Frontage Construction Progress Payment #7
Bill #W10822140101	9/19/2025	9/25/2025	20,885.72	ZONES IT SOLUTIONS INC.	Microsoft Office 365 Renewals
Bill #GC00131871	9/17/2025	9/25/2025	2,045.00	GENERAL CODE	Ecode360 Annual Maintenance Through 8/31/2026
Bill #102143392	9/22/2025	9/25/2025	964.74	ORACLE AMERICA, INC.	Oracle Services 08/18/25-09/16/25
Bill #96959	8/6/2025	9/25/2025	403.60	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	Equipment for City Event, August 2025
Bill #TMDL-26-12	9/1/2025	9/25/2025	30,386.00	AUTHORITY	LE & CL TMDL Task Force Contribution for FY2025-26
Bill #13853496	9/17/2025	9/25/2025	535.69	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	08/11/25-09/10/25 Water CFD 2013-1, Zone 2
Bill #13847265	9/16/2025	9/25/2025	131.84	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	08/10/25-09/08/25 Water Zone 3 Loc 7 M1
Bill #13847278	9/16/2025	9/25/2025	211.88	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	08/10/25-09/08/25 Water Heritage Pk (Autumn Oak)
Bill #13850548	9/17/2025	9/25/2025	957.66	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	08/11/25-09/10/25 Water Zone 3 Loc 25 M1
Bill #13850549	9/17/2025	9/25/2025	1,396.52	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	08/11/25-09/10/25 Water Zone 3 Loc 25 M2
Bill #13852321	9/17/2025	9/25/2025	139.17	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	08/11/25-09/10/25 Water Zone 3 Loc 24 M1
Bill #13853654	9/17/2025	9/25/2025	232.31	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	08/11/25-09/10/25 Water Malaga Gateway Pk
Bill #091725-7633	9/17/2025	9/25/2025	88.73	EDISON	08/18/25-09/16/25 32975 Willow Bay Rd TC1
Bill #091725-5249	9/17/2025	9/25/2025	35.04	EDISON	08/18/25-09/16/25 32975 Willow Bay Rd
Bill #091725-0022	9/17/2025	9/25/2025	120.18	EDISON	08/18/25-09/16/25 22628 Wildomar Trail
Bill #091725-3767	9/17/2025	9/25/2025	13.96	EDISON	08/18/25-09/16/25 31160 Clinton Keith Rd LS3
Bill #091525-3047	9/15/2025	9/25/2025	88.30	EDISON	08/14/25-09/14/25 34311 Mission Trail TC1
Bill #091525-3243	9/15/2025	9/25/2025	36.49	EDISON	08/14/25-09/14/25 31818 Central St LS3
Bill #091525-5361	9/15/2025	9/25/2025	84.81	EDISON	08/14/25-09/14/25 31818 Central TC1
Bill #091525-7372	9/15/2025	9/25/2025	77.37	EDISON	08/14/25-09/14/25 24211 Clinton Keith Rd TC1
Bill #091525-8688	9/15/2025	9/25/2025	81.78	EDISON	08/14/25-09/14/25 21458 Grand Ave TC1
Bill #091525-3950	9/15/2025	9/25/2025	32.92	EDISON	08/14/25-09/14/25 34311 Mission Trail LS3
Bill #091525-4237	9/15/2025	9/25/2025	484.29	EDISON	08/14/25-09/14/25 Electricity Suite 111
Bill #40149807	9/17/2025	9/25/2025	233.40	GREAT AMERICA FINANCIAL SERVIC	Canon Color Copier Syst. #018-1765784
Bill #25-1387	8/29/2025	9/25/2025	480.00	GATES SOUND	Troubleshooting and Repair for Livestream video Issue
Bill #235732	6/30/2025	9/25/2025	951,983.13	COUNTY OF RIVERSIDE, FIRE DEPARTMENT	Fire Protection Services 04/01/25-6/30/2025
Bill #SH0000048900	7/23/2025	9/25/2025	438,960.86	RIVERSIDE COUNTY, SHERIFF'S DEPARTMENT	Contract Law Enforcement BP#1 7/1/2025 through 07/23/25
Bill #1779	9/19/2025	9/25/2025	3,361.39	PARENTO AGENCY LLC BEN	Parento Coverage Nov 2025 - Jan 2026
Bill #092425	9/24/2025	9/25/2025	252.00	EMILY WOLF	Travel Per Diem
Bill #092425	9/24/2025	9/25/2025	252.00	KACIE DERUSO	Travel Per Diem
Bill #92225	9/22/2025	9/25/2025	750.00	DUSTIN THOMPSON PHOTOGRAPHY	Mariachi Fest & Playground, Ribbon Cutting Photos
Bill #51438827	8/26/2025	9/25/2025	1,150.83	MIKE'S PREMIUM JUMPERS LLC	Mariachi Night - Inflatables
Bill #230892	9/25/2025	9/25/2025	61,612.31	CALPERS	October 2025 PERS Health Premiums
		TOTAL:	**3,412,670.52**		

City of Wildomar
Wire Transfer Register
9/30/2025

ACH Date	Payee	Description	Amount
9/8/2025	Frontier Communications	Monthly Phone and Internet Services	$ 449.20
9/15/2025	Viasat, Inc.	Cemetery Phone and Internet	$ 177.53
9/15/2025	Viasat, Inc.	Cemetery Phone and Internet	$ 417.53
9/15/2025	Frontier Communications	Monthly Phone and Internet Services	$ 74.99
9/16/2025	Frontier Communications	Monthly Phone and Internet Services	$ 169.99
9/19/2025	US Bank	Credit Card Statement Payment - Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	$ 48,333.33
9/22/2025	Enterprise Fleet Management	Monthly City Vehicle Lease Payment	$ 5,645.96
9/26/2025	Frontier Communications	Monthly Phone and Internet Services	$ 72.03
9/26/2025	Frontier Communications	Monthly Phone and Internet Services	$ 753.59
		TOTAL	$ 56,094.15

City of Wildomar
Payroll Warrant Register
10/1/2025

ACH Date	Payee	Description		Amount
9/11/2025	Staff Payroll	8/23/2025-9/5/2025	$	244,446.21
9/25/2025	Staff Payroll	9/6/2025-9/19/2025	$	254,238.67
10/1/2025	Council Payroll	9/1/2025-9/30/2025	$	13,100.37
		TOTAL	**$**	**511,785.25**

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.4
Meeting Date: October 13, 2025

SUBJECT: September 2025 Cemetery Warrant Register

SUBMITTED BY: Nicholas Neidiffer, Accountant I

PREPARED BY: Nicholas Neidiffer, Accountant I

ACTION:
Approve the following:

For Fiscal Years 2024/2025 and 2025/2026:
1. Warrant Register dated 9-4-2025 in the amount of $1,235.46.
2. Warrant Register dated 9-11-2025 in the amount of $2,988.55.
3. Warrant Register dated 9-18-2025 in the amount of $1,218.90.
4. Warrant Register dated 9-25-2025 in the amount of $290.01.

SUMMARY:
September 2025 Cemetery Warrant Register

DISCUSSION:
The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

ACCOUNT CODE:
300, 302

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 Years 2024/25 and 2025/26 Budgets.

ATTACHMENTS:
September 2025 Cemetery Warrant Register.pdf

Transaction Name	Bill Date	Payment Date	Fund Line	Amount (Debit)	Amount (Credit)	Vendor	Memo
Bill #1C9R-6G9L-NFJJ	6/30/2025	9/4/2025	300 - Cemetery	48.90	0.00	AMAZON CAPITAL SERVICES	Cemetery - Equipment Maintenance/Repair
Bill #1C9R-6G9L-NFJJ	6/30/2025	9/4/2025	300 - Cemetery	9.36	0.00	AMAZON CAPITAL SERVICES	Cemetery - Supplies
Bill #434070	8/27/2025	9/4/2025	300 - Cemetery	452.18	0.00	RIGHTWAY SITE SERVICES, INC.	(2) Cemetery Restroom Maintenance/ Service 8/25/25-9/21/25
Bill #342019468-00001	8/22/2025	9/4/2025	300 - Cemetery	14.97	0.00	VERIZON WIRELESS	07/23/25-08/22/25 Cemetery/Comm Svs
Bill #342019468-00001	8/22/2025	9/4/2025	300 - Cemetery	38.83	0.00	VERIZON WIRELESS	07/23/25-08/22/25 Cemetery
Bill #342019468-00001	8/22/2025	9/4/2025	300 - Cemetery	38.83	0.00	VERIZON WIRELESS	07/23/25-08/22/25 Cemetery
Bill #409939	8/21/2025	9/4/2025	300 - Cemetery	107.88	0.00	STAUFFERS LAWN EQUIPMENT	Equipment Maint/Repair
Bill #409941	8/21/2025	9/4/2025	300 - Cemetery	28.25	0.00	STAUFFERS LAWN EQUIPMENT	Facilities Supplies
Bill #409940	8/21/2025	9/4/2025	300 - Cemetery	206.40	0.00	STAUFFERS LAWN EQUIPMENT	Equipment Maint/Repair
Bill #082725-7258	8/27/2025	9/4/2025	300 - Cemetery	276.61	0.00	EDISON	07/29/25-08/26/25 Elec 21400 Palomar (Cemetery)
Bill #309195/3	8/20/2025	9/4/2025	300 - Cemetery	13.25	0.00	ACE HARDWARE	Cemetery Department Repair Supplies
Bill #410630	8/29/2025	9/11/2025	300 - Cemetery	120.47	0.00	STAUFFERS LAWN EQUIPMENT	Equip/Maint. Repair - Weedeater Tune-up
Bill #13803701	8/26/2025	9/11/2025	300 - Cemetery	2,868.08	0.00	ELSINORE VALLEY MUNICIPAL, WATER DISTRIC	07/17/25-08/17/25 Cemetery Water Services
Bill #9335984782	8/31/2025	9/18/2025	300 - Cemetery	150.08	0.00	CINTAS CORPORATION	SD Eyewash Service Agreement
Bill #001079	8/31/2025	9/18/2025	300 - Cemetery	270.00	0.00	GOPHER SQUAD	Wildomar Cemetery - Pest Control Services
Bill #172819519-0001	8/15/2025	9/18/2025	300 - Cemetery	798.82	0.00	SUNBELT RENTALS, INC.	Equipment Rental
Bill #8011799714	8/25/2025	9/25/2025	300 - Cemetery	132.30	0.00	STERICYCLE, INC	Contractual Shredding Svc
Bill #0518710073513	9/23/2025	9/25/2025	300 - Cemetery	157.71	0.00	PRIMO BRANDS	Cemetery Drinking Water Services 08/21/25-09/20/25
			TOTAL:	**5,732.92**			

SUBJECT: August 2025 City Treasury Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Approve the City Treasury Report for August 2025.

SUMMARY:
August 2025 City Treasury Report

DISCUSSION:
Attached is the Treasury Report for Cash and Investments for the month of August 2025. The City utilizes both the California State Treasurer's Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP) for city investments.

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

Over this month, the City earned $130,990.83 in interest from its investment accounts.

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

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

ATTACHMENTS:

August 2025 City Treasury Report.pdf

CITY OF WILDOMAR
TREASURY REPORT FOR
CASH AND INVESTMENT PORTFOLIO
August 2025

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 10,234,891.62	$ 1,696,766.19	(3,670,000.48)	$ 8,261,657.33	4.12866%
		TOTAL	$ 10,234,891.62	$ 1,696,766.19	$ (3,670,000.48)	$ 8,261,657.33	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	AVERAGE DAYS TO MAT.	STATED RATE
100	LOCAL AGENCY INVESTMENT FUND	$ 5,288,557.93	$ 5,288,557.93	$ 5,288,557.93	12.43%	N/A	4.251%
Various	CAMP POOL	$ 12,897,391.62	$ 12,897,391.62	$ 12,897,391.62	30.32%	N/A	4.400%
Various	CAMP MANAGED ACCOUNT	$ 23,777,161.62	$ 23,777,161.62	$ 24,346,982.64	57.24%	927	4.370%
	TOTAL	$ 41,963,111.17	$ 41,963,111.17	$ 42,532,932.19	100.00%		

CITY	TOTAL CASH AND INVESTMENTS	$ 50,794,589.52

BREAKDOWN

FUND		ISSUER	BEGINNING BALANCE	+ PURCHASES	+ INTEREST DEPOSITED	(-) WITHDRAWALS/ SALES	ENDING BALANCE	STATED RATE
100	General	LOCAL AGENCY INVESTMENT FUNDS	$ 5,288,557.93	$ 0.00	$ 0.00	$ 0.00	$ 5,288,557.93	4.251%
100	General	CAMP POOL	$ 5,548,143.44	$ 0.00	$ 20,750.90	$ 0.00	$ 5,568,894.34	4.400%
115	ARPA	CAMP POOL	$ 342,863.05	$ 0.00	$ 1,282.36	$ 0.00	$ 344,145.41	4.400%
120	AA	CAMP POOL	$ 3,751,496.16	$ 0.00	$ 14,031.17	$ 0.00	$ 3,765,527.33	4.400%
461	DIF Park Imp.	CAMP POOL	$ 2,758,487.72	$ 0.00	$ 10,317.16	$ 0.00	$ 2,768,804.88	4.400%
301	Endowment	CAMP POOL	$ 448,342.79	$ 0.00	$ 1,676.87	$ 0.00	$ 450,019.66	4.400%
100	General	CAMP MANAGED ACCOUNT	$ 6,459,313.58	$ 0.00	$ 22,650.38	$ 0.00	$ 6,481,963.96	4.370%
110	Dev. Agrmnt.	CAMP MANAGED ACCOUNT	$ 2,433,992.98	$ 0.00	$ 8,498.95	$ 0.00	$ 2,442,491.93	4.370%
120	AA	CAMP MANAGED ACCOUNT	$ 6,567,408.78	$ 0.00	$ 22,996.23	$ 0.00	$ 6,590,405.01	4.370%
201	Measure A	CAMP MANAGED ACCOUNT	$ 1,221,773.95	$ 0.00	$ 4,263.11	$ 0.00	$ 1,226,037.06	4.370%
212	Waste Svcs.	CAMP MANAGED ACCOUNT	$ 1,088,628.80	$ 0.00	$ 3,811.18	$ 0.00	$ 1,092,439.98	4.370%
300	Cemetery	CAMP MANAGED ACCOUNT	$ 1,088,628.80	$ 0.00	$ 3,811.18	$ 0.00	$ 1,092,439.98	4.370%
420	Public Fac.	CAMP MANAGED ACCOUNT	$ 521,724.30	$ 0.00	$ 1,820.44	$ 0.00	$ 523,544.74	4.370%
421	Police Fac.	CAMP MANAGED ACCOUNT	$ 521,724.30	$ 0.00	$ 1,820.44	$ 0.00	$ 523,544.74	4.370%
440	DIF Roads	CAMP MANAGED ACCOUNT	$ 2,733,414.73	$ 0.00	$ 9,619.58	$ 0.00	$ 2,743,034.31	4.370%
461	DIF Park Imp.	CAMP MANAGED ACCOUNT	$ 1,057,619.02	$ 0.00	$ 3,640.88	$ 0.00	$ 1,061,259.90	4.370%
		TOTAL	$ 41,832,120.34	$ 0.00	$ 130,990.83	$ 0.00	$ 41,963,111.17	

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

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

Heidi Schrader — **Heidi Schrader**
City Treasurer

9/8/2025 — **Date**

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.6
Meeting Date: October 13, 2025

SUBJECT: August 2025 Cemetery Treasury Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Approve the Treasury Report for August 2025.

SUMMARY:
August 2025 Cemetery Treasury Report

DISCUSSION:
Attached is the Treasury Report for Cash and Investments for the month of August 2025.

ACCOUNT CODE:
300-1011
301-1011

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

ATTACHMENTS:
August 2025 Cemetery Treasury Report.pdf

WILDOMAR CEMETERY DISTRICT
TREASURY REPORT FOR
CASH AND INVESTMENT PORTFOLIO
August 2025

DISTRICT INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
301	CAMP POOL	$ 450,019.66	$ 450,019.66	$ 450,019.66	28.68%	N/A	4.400%
300	CAMP MANAGED ACCOUNT	$ 1,092,439.98	$ 1,092,439.98	$ 1,118,871.76	71.32%	927	4.370%
	TOTAL	$ 1,542,459.64	$ 1,542,459.64	$ 1,568,891.42	100.00%		

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	+ INTEREST DEPOSITED	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
301	CAMP POOL	$ 448,342.79	$ -	$ 1,676.87	$ -	$ 450,019.66	4.400%
300	CAMP MANAGED ACCOUNT	$ 1,088,628.80	$ -	$ 3,811.18	$ -	$ 1,092,439.98	4.370%
	TOTAL	$ 1,536,971.59	$ -	$ 5,488.05	$ -	$ 1,542,459.64	

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

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

Heidi Schrader
Heidi Schrader
City Treasurer

9/8/2025
Date

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.7
Meeting Date: October 13, 2025

SUBJECT: 2nd Reading of Ordinance No. 254 - City Parks and Open-Space Prohibitions Amendment

SUBMITTED BY: Daniel Torres, Community Services Director

ACTION:
Adopt an Ordinance entitled:

ORDINANCE NO. 254

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 12.12 (CITY PARKS AND OPEN-SPACE AREAS) OF THE WILDOMAR MUNICIPAL CODE

DISCUSSION:
The City Council approved the first reading of Ordinance No. 254 at the September 10, 2025 City Council meeting. At this time, staff is recommending that the City Council adopt Ordinance No. 254.

FISCAL IMPACT:
The fiscal impact of this ordinance amendment will be the fabrication and installation of signage necessary to enforce the overnight parking prohibition. The estimated cost of $650.00 can be accommodated within the existing Community Services Department budget without requiring additional appropriations. By shifting the rental process to administrative staff, the City may generate additional revenue through expanded access to park facilities by community organizations. Staff estimates this adjustment could result in approximately $1,500.00 in additional annual rental income.

ATTACHMENTS:
Chapter 12.12.010 - Ordinance Amendment

ORDINANCE NO. 254

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 12.12 (CITY PARKS AND OPEN-SPACE AREAS) OF THE WILDOMAR MUNICIPAL CODE

WHEREAS, the City Council of the City of Wildomar, pursuant to police powers delegated to it by the California Constitution, has the authority to enact legislation that promotes the public health, safety, and general welfare of its residents; and

WHEREAS, the City desires to make amendments to Chapter 12.12 City Parks and Open Space Areas, of the Wildomar Municipal Code, to address overnight parking and solicitation within city parks; and

WHEREAS, these amendments are authorized by the authority under Section 326.5 of the Penal Code; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT OF CHAPTER 12.12 OF THE WILDOMAR MUNICIPAL CODE

Section 12.12.010 of Chapter 12.12 of the Wildomar Municipal Code is amended in its Section B to read as follows:

B. Within the boundaries of any such park or open-space area it is unlawful:

1. To drive or otherwise operate a vehicle or to ride a bicycle upon any surface other than those appropriately signed, maintained and open to the public for purposes of such travel, except that vehicles may use such temporary parking areas as may be designated by appropriate signs. This provision does not apply to any vehicle being used for authorized City business, nor to any police or other emergency vehicle performing an authorized mission, nor to a vehicle which is within a park or open-space area pursuant to written permission of the City. This provision does not apply to any wheelchair carrying a physically incapacitated person;

2. To throw upon, along, or across any public street or driveway any snowball or any object capable of causing personal injury or damage to personal property, or to throw any such snowball or object at or toward or in the vicinity of any vehicle standing or moving along, upon, or across any such street or driveway;

3. To hitch or pull by any vehicle upon, along or across any public street or driveway, a toboggan, sled, skis or any other type of winter sports equipment; or for any person to use a toboggan, sled, skis or any other type of winter sports equipment upon, along or across any public street or driveway; or for any person to hitch or pull by any vehicle anyone on a skateboard or skates;

4. To operate or drive any vehicle at a speed in excess of 15 miles per hour or in a reckless manner;

5. To leave standing overnight any unoccupied vehicle, tent, or unoccupied trailer, . Enforcement personnel may tag or tow such vehicles or trailers suspected of violating this provision.;

6. To practice, carry on, conduct, or solicit for any trade, occupation, business, or profession; or to sell or offer for sale any merchandise, article, or anything whatsoever. This provision shall not apply to any person acting pursuant to written authorization granted by the City;

7. To cause, permit, or allow any animal owned or possessed by anyone, or any animal in the custody or control of any person, to be present except:
    a. Equine animals being led or ridden under reasonable control upon a bridle path or trail authorized and provided for such purpose,
    b. Equine or other animals which are hitched or fastened at a place expressly authorized and designated for such purpose,
    c. Dogs or cats when caged, or when led by a cord or chain not more than six feet long, or when confined by the interior of a vehicle,
    d. Dogs which have been specially trained and are being used by blind or disabled persons to aid and guide them in their movements,
    e. Small pets which are continuously kept on the person of the possessor at all times,
    f. In connection with activities authorized by the City and in accordance with all conditions attached to such authorization,
    g. Fowl or animals turned loose at the direction or with the written permissionof the City;
8. To own, or have custody, possession, or control of any animal and to fail to collect, pick up, and remove all fecal matter or debris promptly after it has been deposited by the animal. This provision shall not apply to guide dogs for the blind or disabled persons;

9. To disturb the peace and quiet therein by any undue loud or unusual noise, or by tooting, blowing, or sounding any automobile siren, horn or signal or any noise-making device, or by any tumultuous conduct;

10. To cut, break, injure, deface, or disturb any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench, structure, apparatus, or property; or to pluck, pull up, cut, take, or remove any shrub, bush, plant, or flower; or to mark or write upon, paint, or deface in any manner any building, monument, fence, bench, or other structure. This provision shall not apply to any employee or contractor of the City acting within the scope of such employment or contract;

11. To violate any regulation for any park or open-space area as established by the City;

12. To cut or remove, any wood, turf, grass, soil, rock, sand, gravel, or fertilizer. This provision shall not apply to any employee or contractor of the City acting within the scope of such employment or contract;

13. Commercial solicitations in any manner or for any purpose therein, or to sell or offer for sale any goods, wares, or merchandise therein, or to distribute or to pass out any handbill, advertising matter or literature therein for a commercial purpose provided that the provisions of this subsection shall not be deemed nor construed to prohibit the doing of any such act by any concession operating under lease granted by the City Staff ;

14. To make or kindle a fire except in stoves, fire circles, or other facilities specifically provided by the City for such purpose. No fire shall be lit or maintained between the hours of 10:00 p.m. and 6:00 a.m. except by written permission of the City;

15. To be present before or after the posted closing time, except when lawfully in attendance at an event approved by the City or as a paid camper;

16. To cook any meal except in areas authorized and provided by the City for such use;

17. To dispose of dishwater or other waste liquids, or dispose of any garbage, empty container, or other solid waste material other than in receptacles or other facilities provided for such disposal;

18. To play or bet at or against any game which is played, conducted, dealt, or carried on with cards, dice, or other device for money, chips, shells, credit or any other thing of or redeemable for value; or to maintain or exhibit any gambling table or other instruments of gambling or gaming. This provision shall not apply to simulated gambling games or to bingo games when conducted by a nonprofit

organization during fund raising events pursuant to written permission of the City and in compliance with all other applicable law;

19. To discharge a firearm, or play or engage in model airplane flying, driving of golf balls, archery, or any game of a hazardous nature, except at such location as shall be specifically set apart and authorized by the City for such purpose;

20. To act in a riotous, boisterous, threatening or indecent manner, or to use abusive, threatening, profane or indecent language in such a manner as to disturb the public peace or to materially disrupt the quiet enjoyment of such park or open-space area or of nearby properties;

21. To distribute any handbill or circular, or to post, place or erect any bill, notice, paper, or advertising device or matter of any kind, except pursuant to written permission of the City;

22. To hold any meeting, service, concert, exercise, parade, or exhibition without prior written authorization from the City; except that this provision shall not be construed to deprive any person of a right protected by state or federal law;

23. To hunt, frighten, chase, set a snare for, catch, injure, or maltreat any domestic or other animal, or to fish with hook and line, seine, trap, spear or net, or by any other means, in any pond, lake, stream, or water, except a place authorized and provided for such purpose. This provision shall not apply to law enforcement personnel, animal control officers, or City employees or contractors acting within the scope of their official duties or contract obligations;

24. To urinate or defecate in other than a permanent or temporary restroom; or to use any restroom, washroom, or dressing facility when it has been designated for persons of the opposite sex. This provision shall not apply to children six years of age or younger when accompanied into such facility by an adult;

25. To ride any skateboard or bicycle, except at or on locations authorized and provided for such purpose; and elsewhere within a park or open-space area skateboards shall be carried and bicycles shall be dismounted and pushed;

26. To cause the amplification of sound, except pursuant to written permission of the City and in compliance with the following condition: the location of each bandstand or gathering and the position of each loudspeaker shall be as specified in writing by the City so as to cause the least amount of disturbance to other persons, both within and without the park or open-space area.

SECTION 2. **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

Adoption of this ordinance is not a project within the meaning of section 15378 of the CEQA Guidelines because it will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and it involves continuing administrative activities under Section 15378(b)(2) of the CEQA Guidelines.

SECTION 3. SEVERABILITY

If any portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance.

SECTION 4. EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 5. CITY CLERK ACTION

The City Clerk is authorized and directed to cause this ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code 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 10th day of September 2025

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.8
Meeting Date: October 13, 2025

SUBJECT: First Amendment to Agreement for Services with CivicPlus, LLC, for Additional Product Services (CivicRec, SeeClickFix, Single Sign-On)

SUBMITTED BY: Jason Farag, Public Works Director/City Engineer

PREPARED BY: Jason Farag, Public Works Director/City Engineer

ACTION:
Authorize the City Manager to execute the First Amendment to Agreement for Services with CivicPlus, LLC

SUMMARY:
Under an existing agreement with the City, CivicPlus, LLC, provides the City with municipal website services. CivicPlus also offers separate municipal software applications for Community Services (CivicRec) and for Public Works Service Requests (SeeClickFix). This amendment will add the two products/applications, CivicRec and SeeClickFix, to the existing services agreement.

BACKGROUND:
On November 9, 2022, the City of Wildomar entered into an Agreement with CivicPlus, LLC, for municipal website services. CivicPlus offers various technology/software solutions for local governments including, but not limited to, municipal website services, recreation management, and resident service request management.

DISCUSSION:
311 CRM (SeeClickFix)
As the City continues to develop and grow, there is an increase in Public Works maintenance needs and requests. Currently, the public can submit maintenance services requests to the City in-person, by phone, by email, or through a fillable form on the City's website. As these requests are received, staff evaluate the requests and determine if the requests are valid and require City action. If so, urgent requests are forwarded to maintenance staff for evaluation and completion, or for non-urgent requests, a work order is created so that the work can be programmed into the routine maintenance schedule. The City's current process involves various steps and manual processes which are inefficient.

With the City's recent transition from contract Public Works maintenance services to in-house maintenance services and as the City continues to develop its Public Works maintenance program, there is the need to implement improved tracking and dispatching of service requests to ensure that requests received from the public are recorded and tracked consistently. Improved tracking can help the City more efficiently manage the requests, obtain

data on the number of requests, the types of requests, and report on the status of requests. Improved tracking can also reduce the amount of time staff spend in gathering records in response to records requests or claims. In addition, it is also important for the City to track time and materials used to address service requests. Tracking this data would help the City monitor and manage its inventory of materials which would help staff better anticipate when materials must be re-stocked/re-ordered. This tracking would also provide the City with data to help budget more accurately in future fiscal years.

CivicPlus offers a 311 Customer Relationship Management (CRM) system for managing services requests. Their system, commonly known as SeeClickFix, includes functionality that would improve the City's tracking and processing of services requests. Among other features, some key features offered in SeeClickFix include tracking of maintenance time and materials used to address service requests, mapping integration of service requests with Geographic Information Systems (GIS), and a built-in email system that allows staff to communicate with the public directly from within the system. The system also includes a mobile application that is available in mobile app stores so that residents can easily submit service request from their phones, attach photos of the request, and locate the request on a map to help staff better identify the location. These features will significantly reduce the amount of staff time spent on each service request, will help staff more efficiently manage and schedule maintenance, will reduce the amount of time spent on records requests and reporting, and can provide better service to the public. This system can also be used for maintenance requests at the City's municipal facilities, including parks and the cemetery.

CivicRec

The City of Wildomar currently maintains four parks, encompassing approximately 15 acres of parkland, which offer a variety of amenities, including sports fields, picnic areas, and reservation-based facilities, through the Community Services Department. At present, the reservation process for sports field allocations, park layout adjustments, and lighting requests requires the submittal of paper forms. Each request is manually reviewed, processed, and approved by staff. Additionally, fee calculations and rental payments are handled separately through an external payment portal, creating inefficiencies for both residents and staff.

To modernize and optimize this process, staff recommends the implementation of a recreation management software system. CivicPlus also offers a recreation management software system known as CivicRec. CivicRec would automate and centralize reservations, rentals, and payments within a single integrated platform. Users would be able to browse park facilities, check availability, submit requests, create accounts for expedited future use, and complete payments online. For staff, the system reduces repetitive data entry, minimizes manual approvals, and reallocates staff time to higher-value tasks. The software is capable of performing routine reservation checks, conflict detection, and payment validation, with automated confirmations issued electronically and only exceptions routed for staff review.

CivicRec also includes a built-in finance module that streamlines collections, refunds, invoicing, and reporting. In addition, the system generates real-time utilization statistics, revenue reports, and performance dashboards, providing data to support informed decisions such as pricing adjustments and identification of underutilized amenities. Importantly, the platform is scalable to support future park expansion, additional facilities, and increasing community demand without creating a proportional increase in staff workload.

Agreement Amendment

The addition of SeeClickFix (311 CRM) and CivicRec is advantageous to the City due to their direct integration with the City's existing CivicEngage platform. By consolidating the municipal website, resident service requests, and recreation reservations under the CivicPlus suite, the City can streamline operations and provide a consistent experience for both residents and staff. Integration under one vendor offers significant benefits, including Single Sign-On access for staff, simplified technical support and billing, and uniform reporting and data management tools across applications. This approach not only enhances operational efficiency but also improves customer service for the community. The CivicPlus system is scalable, allowing the City to expand services if needed in the future. Furthermore, CivicPlus has offered the City discounts on both the SeeClickFix and CivicRec products. As a result, staff recommends that the City proceed with the acquisition of these two applications.

A proposed First Amendment to the Agreement with CivicPlus (Amendment) is included as Attachment A. The Amendment includes the addition of the two applications, SeeClickFix and CivicRec, into the Agreement as well as the addition of the Single Sign-On feature. The products included in the Amended Agreement will renew on the same date, simplifying billing, but the City will have the option to terminate the use of any one of the products independently of the others.

A Sole Source Form has also been completed detailing the procurement process for these services. A copy of the Sole Source Form is included as Attachment B. Staff recommends that the City Council approve the sole sourcing for these services and authorize the City Manager to execute the Amendment.

ACCOUNT CODE:
CivicRec Fund Account: 100-4610-58110
SeeClickFix Fund Account: 200-4500-58110
Single Sign-On Fund Account: 100-4250-58110

FISCAL IMPACT:
Funds for the CivicRec, SeeClickFix, and the Single Sign-On feature are included in the adopted FY 25/26 budget. The total annual cost for all three services is $48,950.94. The individual product costs are listed below.

- One Time Costs
  - CivicRec: $13,173
  - SeeClickFix: $0.00
  - Single Sign-On: $1,575
- Prorated Costs for Initial Term (through December 5, 2025)
  - CivicRec: $1,205.89
  - SeeClickFix: $1,097.60
  - Single Sign-On: $230.05
- Annually Recurring Costs
  - CivicRec: $17,240
  - SeeClickFix: $30,135.94
  - Single Sign-On: $1,575

The One-Time Costs and the Prorated Costs for Initial Terms will be due upon signing the Agreement. The Annually Recurring Costs for the first year will be due either at product launch

or by March 1, 2026, with future annual costs due on December 6 of each year. The annually recurring costs are subject to an annual 5% increase as already identified in the Agreement.

ATTACHMENTS:
A - Amendment
B - CivicPlus Sole Source Form

FIRST AMENDMENT TO

AGREEMENT FOR SERVICES

By and Between

CITY OF WILDOMAR

And

CIVICPLUS, LLC

FIRST AMENDMENT TO

AGREEMENT FOR SERVICES

This First Amendment to the Agreement for Services ("First Amendment") is entered into as of October 13, 2025 ("Amendment Effective Date") by and between the CITY OF WILDOMAR, a California municipal corporation ("City" or "Customer"), and CIVICPLUS, LLC, a Kansas limited liability company ("Service Provider" or "CivicPlus"). City and Service Provider are sometimes hereafter referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City and Service Provider entered into that certain Agreement for Services dated December 6, 2022 (the "Agreement") for the provision of CivicEngage services.

B. City desires to obtain, and Service Provider desires to provide, additional products and services described in the Statements of Work dated August 12, 2025 (the "SOW"), attached hereto as Exhibit.E and incorporated by reference, on the terms and conditions set forth in the Agreement except as stated herein. Notwithstanding section 34 to the Agreement, to the extent that there is any conflict amongst the terms of the Agreement, Exhibit E hereto, Terms and/or Policies applicable to the additional products and services designated in Exhibit E, this Amendment shall control.

C. The Parties wish to amend the Agreement to update the scope of services, compensation, and related provisions to incorporate the additional products and services, and to co-term such products with the Agreement's existing term.

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF THE AGREEMENT.

The additional products and services described in Exhibit.E shall have an initial term commencing at the Effective Date—that is the date both parties sign the Amendment and run for the remainder of the current Term of the Agreement, co-termed with all existing products and services. The renewal provisions in the Agreement shall not apply to the additional products and services listed in Exhibit E. The products and services listed in

Exhibit A shall be renewable for 1 year term(s) by providing written notice of the option to renew to CivicPlus no later than 30 days before the end of the then current Term. For purposes of removing ambiguity, the Master Services Agreement referenced in the Statements of Work attached hereto as Exhibit A does not apply.

SECTION 2. SCOPE OF SERVICES.
The Scope of Services in the Agreement is hereby amended to include the 311 CRM (SeeClickFix) product services and the Recreation Management (CivicRec) product services, together with all related modules, integrations, and features as described in Exhibit.E. These products and services shall be provided in accordance with the terms of the Agreement. The SOW attached hereto as Exhibit.E shall be deemed an additional exhibit to the Agreement.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT
The Compensation provisions of the Agreement are hereby amended to include the pricing and payment terms for the additional products and services described in Exhibit.E to this Amendment, as set forth in the Statement of Work dated August 12, 2025. Such pricing includes all applicable one-time and annual recurring fees for the Recreation Management (CivicRec) product services and the 311 CRM (SeeClickFix) product services.

The total compensation for the additional products and services shall include (i) a prorated Year 1 investment of Seventeen Thousand Two Hundred Eighty One Dollars and Ninety-Nine cents (USD $17,281.99), and (ii) annual recurring services of Forty-Eight Thousand Nine Hundred Fifty Dollars and Ninety-Four Cents (USD $48,950.94), subject to any applicable annual uplifts as provided in the Agreement.

The initial term of the additional products and services shall be October 13, 2025 through December 5, 2025, with renewal each December 6 thereafter for the remainder of the Agreement Term. Billing terms shall be as follows: the prorated Initial Term in the amount of $17,281.99 shall be invoiced upon execution, and the first full year of service, inclusive of applicable uplift in the amount of $50,419.47, shall be invoiced on the earlier of (i) the Launch Date or (ii) March 16, 2026.

Annual Recurring Services under this Amendment for the Products and Services listed in Exhibit E shall be invoiced on the start date of each relevant calendar year. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 3% annual increase beginning in year 3 of service, if applicable. Client will pay all invoices within 45 days of the date of such invoice.

All invoicing and payment for these additional products and services shall be in accordance with the invoicing schedule and payment terms stated in the Statement of

Work, and the total compensation under the Agreement is increased accordingly to reflect these amounts

SECTION 6. OWNERSHIP OF DOCUMENTS AND DATA.
Section 6 of the Agreement is hereby reaffirmed and shall apply to all products and services provided under this First Amendment. Without limitation, all Customer Data generated, processed, stored, or otherwise associated with the additional products and services shall be deemed Customer Data for purposes of the Agreement and shall be handled, accessed, and maintained in strict accordance with Section 6 except as set forth herein.

For the CivicRec and SeeClickFix Products, CivicPlus will not delete Customer Data or Customer Content during the term of this Agreement unless directed to do so by the Customer. Customer Data will be maintained in the ordinary course of operation of the Services, which are not designed to serve as an archival or records management system, and may therefore retain only the most recent version of certain records (e.g., release forms). The City acknowledges that CivicPlus does not control the type of data the City chooses to solicit, collect, or store in the Services, and CivicPlus has no obligation to identify or manage data subject to specific statutory or regulatory retention requirements. Upon termination of the applicable SOW, CivicPlus's obligations as data custodian will end, and data will be handled exclusively as provided in Section 6 of the Agreement. The City, as data owner and controller, remains solely responsible for ensuring compliance with all applicable data retention and records management laws, including exporting and preserving Customer Data as necessary prior to termination.

Contractor and its Employees and Subcontractors shall be limited to accessing only that City Content necessary to perform the Services under the Agreement and this Amendment.

CivicPlus will not modify Customer Data or disclose Customer Data, except in order to provide the Services; to prevent or address service or technical problems in connection with support matters; as specifically directed or expressly permitted in writing by Customer; or if compelled by law For clarity, CivicPlus may process de-identified or aggregated information derived from Customer Data for internal analytics, security, and service improvement purposes, provided such information does not identify Customer or any individual,[and cannot be manipulated to re-identify a Customer or any invididual.CivicPlus implements and maintains industry-standard management practices, technologies and security, including, but not limited to, technical, physical, and administrative security measures updated to keep up with emerging threats to protect the integrity, safety and security, including, but not limited to, protection from unauthorized access, destruction, use, modification, or disclosure, of data that is

processed through the Services,including but not limited to personal information of citizens (“City Data”) in both physical and electronic form. CivicPlus shall not knowingly take any action, or omit to take a commercially reasonable action, that would cause City Data to become vulnerable to unauthorized access by third parties.

CivicPlus shall implement and maintain a program for managing actual unauthorized disclosures of, access to, or use of City Data in its Products and Services described in Exhibit E (“Data Incident”). In case of an actual confirmed Data Incident, solely arising from the negligence, malicious actions, omissions, or misconduct of CivicPlus or its employees, CivicPlus shall:

(i) Promptly, and in any case in a manner to ensure notice within 72 hours of CivicPlus’s discovery, notify City;

(ii) Cooperate with City and law enforcement agencies, where applicable, to investigate and resolve the Data Incident, including providing reasonable assistance to City in notifying injured third parties; and

(iii) Otherwise comply with applicable laws governing data breach notification and response.

In the event of an actual confirmed Data Incident not caused by CivicPlus , CivicPlus shall provide notice to City within 72 hours of its actual notice of same, and will reasonably cooperate with City, including by providing available information to support City’s investigation and response, and assisting as reasonably requested to meet City’s legal obligations.

City and CivicPlus will coordinate in good faith on the content of any intended public statements or required notices for the affected individuals and/or notices to the relevant authorities regarding the Data Incident.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) for third party claims that arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the extent of any negligent error or omission or willful misconduct, or fraud 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.

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 reasonable 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 extent of Service Provider's negligence, willful misconduct, or fraud in the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider. This indemnity includes indemnity for claims against City arising from Service Provider's sole failure to comply with data privacy and/or security related obligations specified in the Agreement and/or Amendment.

SECTION 20. TERMINATION.

Section 20 of the Agreement shall continue to apply to the Agreement in its entirety, including the additional products and services. Notwithstanding the foregoing, City may elect not to renew any individual product or service by providing written notice to Service Provider at least sixty (60) days prior to the end of the then-current term for such product or service.

SECTION 35. MISCELLANEOUS.

Section 35 of the Agreement is hereby amended to include the following additional product-specific terms, as applicable:

(a) 311 CRM (SeeClickFix) Product Terms

The Customer agrees to use the SeeClickFix Services in compliance with all applicable laws and regulations, including, without limitation, the Telephone Consumer Protection Act. The Customer is solely responsible for the content of messages created or delivered through the Service, whether by the Customer or by end-users, and CivicPlus shall bear no responsibility or liability for such content.

CivicPlus does not own Customer Data. The Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property

ownership or right to use all Customer Data, and CivicPlus shall not be liable for deletion, correction, destruction, damage, loss, or failure to store any Customer Data. CivicPlus reserves the right to withhold, remove, and/or discard Customer Data without notice for any breach, including, without limitation, non-payment. Upon termination for the Customer's breach, the Customer's right to access or use Customer Data ceases immediately, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

CivicPlus will provide access to the Services via mobile applications, internet, and an embeddable interactive widget for public reporting and alerts on non-emergency issues. End users may post content including words and photos ("User Content"). While governed by CivicPlus' published Terms of Use and Privacy Policy, CivicPlus may not control the exact nature of User Content and reserves the right, but not the obligation, to moderate and edit it. CivicPlus will manage the User Content and Customer Data in compliance with the SeeClickFix Data Retention Policy and CivicPlus Terms of Use. The Customer retains sole discretion over any solicitation, collection, storage, or use of end-user personally identifiable information (PII), and assumes all responsibility for such actions.

Admin user logins are for designated individuals ("Admin Users") and may not be shared. The Customer is responsible for maintaining the confidentiality and use of all Admin User credentials and all electronic communications under its account, and shall promptly notify CivicPlus of any unauthorized access, loss, or theft. The Conversations/SeeClickFix Pro text messaging services include unlimited lines and up to 25,000 messages per month; excess usage will be billed at $0.01 per message in arrears. API usage must comply with the CivicPlus API Acceptable Use Policy.

(b) Recreation Management (CivicRec) Product Terms

The Customer's Annual Recurring Services Fees under the applicable Statement of Work are based on the Predicted Processing Volume for the prior year. Beginning with the first Renewal Term, CivicPlus may audit the Customer once every twelve (12) months to determine actual processing volume. If Actual Processing Volume exceeds Predicted Processing Volume, CivicPlus will notify the Customer of the increase in Annual Fees, which shall take effect the first of the month following such notice.

Use of the CivicPlus Payments Solution is subject to the applicable Pay solution terms. All forms used in Document Management Services must be created in Document Management and may not be unencrypted or exported to unencrypted modules. The Customer is solely responsible for maintaining an accurate public-facing privacy policy and is strongly encouraged to complete a Privacy Impact Statement.

For the duration of the applicable Statement of Work, CivicPlus shall serve as "Data Custodian" responsible for security controls, and the Customer shall serve as "Data Owner" responsible for operational and privacy-specific controls. CivicPlus cannot detect or prevent unauthorized access via valid log-in credentials issued by the Customer. The Services are not intended for collection or storage of credit card or other financial information and are not PCI DSS or HIPAA compliant.

Cost Recovery Services are provided for informational purposes only and do not guarantee outcomes. Any consulting provided by CivicPlus is limited to implementing and optimizing the software; no legal, financial, or professional advice is provided. The Customer is solely responsible for actions taken based on the information from these Services and agrees to comply with all applicable laws in its use of the Services.

CivicPlus Payments Processing Agreement: For Embedded Payments

For consistency and ease of review of these terms, the City is referred to as the Merchant, and the CivicPlus Payments platform shall be referred to as the Platform. For card payments, CivicPlus will redirect any payment processing to the Payment Processor, and the Payment Processor presents the payment form page and processes the card payment. CivicPlus does not transmit, process, or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI-compliant controls for the system components and applications that provide the redirection services only.

1. Processing Services. In addition to our hosted software as a service solutions and any other related services offered by CivicPlus, the CivicPlus Platform offers embedded payments processing services, which include credit card, debit card, ACH, and other payment processing services, as may be offered from time-to-time (collectively the Processing Services).

2. Fees and Taxes. Related to the Processing Services, CivicPlus will charge, via the Payment Processor, the Merchant the fees listed on the applicable Platform SOW signed by the Merchant (Processing Fees). All Processing Fees payable under this agreement are exclusive of taxes.

3. As a condition of CivicPlus enabling Platform Processing Services, Merchant agrees to provide CivicPlus with accurate and complete information related to the Merchant's use of the Platform Processing Services via the CivicPlus Payments Onboarding form (the Onboarding Form) and authorizes CivicPlus to share such information and transaction information with the CivicPlus embedded payment processor, Rainforest (Payment Processor) pursuant to our Privacy Policy, attached as an Exhibit to the Agreement. Transaction information from payors will

be collected for processing of transactions by the Payment Processor in accordance with the Payment Processor's terms applicable to the payments, set forth below. Merchant shall inform CivicPlus, in writing, of any changes to the information provided on the Merchant's Onboarding Form. With respect to the Bank Account information, Merchant is solely responsible for making such changes expeditiously on the appropriate change request form provided by CivicPlus; any modifications to the Bank Account information provided must be signed by an authorized signer.

4. Fair use policy: CivicPlus may increase the Card Transaction Volume Fee or Transaction Per Item Fee listed on the applicable Platform SOW if the Merchants:

    a. American Express credit card payment dollar volume exceeds twenty percent (20%)

    b. Corporate credit card payment volume exceeds ten percent (10%) of total monthly credit card payments

    c. Credit card payments for transactions amount greater than one thousand dollars ($1,000.00) exceed three percent (3%) of total monthly credit card payments. Such increases shall become effective only after CivicPlus has provided Merchant written notice setting forth the changes.

5. Payment Processor Processing Terms and Conditions. By using the Processing Services, the Merchant further agrees to the Payment Processor's Processing Terms and Conditions available at https://legal.rainforestpay.com/processingterms, which may be amended at any time on notice. For the sake of transparency, these processing terms and the reserved right for amendment are non-negotiable due to the nature of payment processing services. The Merchant must utilize commercially-reasonable efforts to ensure that all payment-related activities carried out by the Merchant or its end-users conducting transactions through the Processing Services meet the requirements of PCI DSS. For the sake of clarity, the Merchant shall not solicit payment data from its end-users anywhere outside of the Platform portal.

6. Term. The term of this Payment Processing Agreement is set forth on the Merchant's applicable Platform SOW.

7. No Liability. In no event shall the Platform be liable to the Merchant for any claims, losses, or damages resulting from:

- Merchant's non-compliance with: these terms, the Payment Processor's Processing Terms and Conditions, or regulatory requirements (for example, PCI DSS, AML (Anti-Money Laundering), KYC (Know Your Customer)).
- Security breaches or data loss occurring within the Merchant-controlled systems.
- Fraudulent activities related to the Merchant's use of the Platform, including chargebacks, fraud, or misuse of payment data.

8. Financial Liability & Transaction Fees
    - If the Merchant account experiences excessive chargebacks or fraudulent activities, CivicPlus reserves the right to assess additional fees or terminate the agreement with immediate effect. For all additional Platform fee increases, CivicPlus will provide the Merchant with 30 days written notice of any fee modifications before the changes take effect. For all foregoing Platform fee increases, the Merchant shall have 60 days after the fee modifications become effective to contest the changes. If the Merchant does not notify CivicPlus of their disapproval within this 60-day period, the changes will be deemed accepted by the Merchant.
    - The Platform will deduct all fees owed under the SOW prior to disbursing any remaining amounts to the Merchant. If specifically requested by the Merchant, CivicPlus may, in its sole discretion, switch the Merchant from net funding to gross funding in the Platform; in such event, CivicPlus may establish a reserve fund or security deposit from the Merchant to mitigate risks of chargebacks or disputes. If, under gross funding, CivicPlus's attempts to debit fees owed from the Merchant's account are unsuccessful, CivicPlus reserves the right to switch the Merchant from gross funding to net funding in the Platform.
9. Termination for Cause. CivicPlus may terminate or suspend Platform Processing Services if:
    - The Merchant violates these terms, the Payment Processor's Processing Terms and Conditions, or any compliance or regulatory obligations.
    - Fraudulent activity or data security breaches are detected on the Merchant account.
    - Merchant fails to adhere to underwriting requirements or risk management protocols.

10. Amendments to Risk Policies. CivicPlus reserves the right to update or modify risk management policies and procedures, including security protocols and compliance requirements, to align with evolving industry standards or legal obligations. The Merchant agrees to comply with such updates upon reasonable notice.

AudioEye Managed for Recreation Management (formerly, CivicRec)

Activation

Upon Activation, AudioEye to begin tracking usage analytics. AudioEye to conduct, at least, monthly ongoing and continuous monitoring based on the usage analytics tracked by AudioEye. This always-on monitoring ensures that the pages being accessed by end-users – the pertinent pages relative to the end-user's experience - are being regularly prioritized and evaluated for accessibility conformance. For the duration of the Term of the agreement between the Parties, AudioEye will maintain the always-on monitoring service.

To ensure compliance with ADA Title II and III, Section 504, Section 508 Information and Communication Technology, and any future changes in conjunction with ADA-related laws & guidelines, and any applicable state laws, AudioEye tests against internationally recognized W3C WCAG 2.1 Level AA Success Criteria. These tests are conducted through, both, automated and manual processes, which are facilitated and managed through the Digital Accessibility Platform ("DAP"), AudioEye's proprietary system for facilitating the Ally Managed Service solution.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. For any Success Criteria that cannot be met through the application of fixes facilitated through the Digital Accessibility Platform and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Customer's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing Reseller and/or Customer to implement fixes within the product source ("Source Remediation").

AudioEye Managed

Features/Services	Details

WCAG Accessibility Reports	Reporting available upon request for point-in-time compliance status and WCAG conformance level.
Automated Global Remediations	Certain common issues of accessibility can be programmatically detected and remediated by AudioEye Dynamic Remediation Technology.
Monitoring	Ongoing evaluation and continuous WCAG testing.
Accessibility Toolbar	Web Personalization Tools that allow end-users to customize their user experience to meet their individual needs. The internationally recognized accessibility icon marks the entrance to the AudioEye Toolbar.
Certification Statement	AudioEye Trusted Certification, which is an attestation of a site owner's ongoing commitment to digital inclusion as defined by WCAG Success Criteria. Includes AudioEye Trusted Certification badge.
Accessibility Statement (if applicable)	Standardized accessibility messaging site owners may utilize on their site informing visitors of the digital inclusion efforts underway.
Training (On-Demand Webinar Archive)	User access to an archive of recorded Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking.
Live Training Webinars	User access to Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking.
Manual Assistive Technology (AT) Testing	Site-level technical analysis and functional usability testing (manual testing) conducted by Assistive Technology testers.
Site Remediation	Automated and manual test results provide feedback for AudioEye Engineers to develop custom, site-specific remediations to fix

	issues of accessibility. Remediations scripts are served via AudioEye Dynamic Remediation Technology.
Sustainable Testing & Remediation Plan	Official accessibility auditor documentation to assist the site owner in addressing any accessibility complaints.

International Language Support

27 Languages/Dialects supported for display within the Ally Toolbar. Valid language attributes must be present in the source. Supported languages include:

- Arabic
- Cantonese (Hong Kong S.A.R.)
- Catalan (Catalan)
- Chinese (Taiwan)
- Chinese (People's Republic of China)
- Czech (Czech Republic)
- Danish (Denmark)
- Dutch (Netherlands)
- English (United States)
- English (United Kingdom)
- Finnish (Finland)
- French (France)
- French (Canada)
- German (Germany)
- Greek (Greece)
- Hungarian (Hungary)
- Italian (Italy)
- Japanese (Japan)
- Korean (Korea)
- Norwegian (Norway)
- Polish (Poland)
- Portuguese (Portugal)
- Portuguese (Brazil)
- Russian (Russia)
- Spanish (Spain)
- Spanish (Mexico)
- Swedish (Sweden)

Web Accessibility Compliance Representations & Warranties

AudioEye continually monitors the relevant World Wide Web Consortium's (W3C) WCAG to improve conformance with WCAG guidelines and to eradicate issues of accessibility that may impede access for persons with disabilities.

AudioEye periodically monitors current law and practice regarding digital accessibility compliance including, but not limited to the ADA and other similar state and international laws.

AudioEye has and will continue to take steps necessary to help improve and maintain equal access to Customer website(s).

AudioEye monitors Customer website(s) and/or the platform hosting Customer website(s) to take the steps necessary to improve conformance with WCAG standards.

AudioEye evaluates Customer website(s) and/or the platform hosting Customer website(s) on a periodic basis to improve conformance with WCAG standards.

AudioEye periodically reviews automated and manual test results to develop remediations to Customer website(s) and/or the platform hosting Customer website(s) to increase conformance with WCAG Success Criteria.

AudioEye provides support and training resources and hosts training seminars that promote accessibility best practices including, but not limited to, universal design, WCAG Success Criteria, video captioning, and document remediation.

AudioEye works with and/or takes measures to provide product stakeholders in charge of managing the platform hosting Customer website(s) with information a) to improve the accessibility of the platform hosting Customer website(s), the site template, and web components that comprise Customer website(s), b) to incorporate accessibility into the design process, and c) to better ensure an optimal user experience for individuals with disabilities.

AudioEye supports a 24/7 help desk for site visitors, which enables them to report accessibility issues and grievances should they be encountered. AudioEye prioritizes the remediation of validated issues as submitted via the Help Desk.

AudioEye provides technical analysis and functional usability testing (manual testing) of Customer website(s) and/or the platform hosting Customer website(s), which is conducted by assistive technology (AT) testers.

Via proprietary and patented AudioEye Dynamic Remediation Technology, AudioEye remediates issues of accessibility identified within Customer website(s) and/or the platform hosting Customer website(s) and conducts retesting of issues to validate usability of remediated content and functionality.

AudioEye provides limited to full implementation of the AudioEye Toolbar, which provides web personalization tools permitting site visitors to customize their user experience to meet individual needs.

Assumptions

To streamline communication during the project, Customer will be assigned an account manager who will be responsible for the quality and timeliness of all deliverables. The account manager will oversee and track the progress of the entire project and will be available to escalate concerns.

Website/Platform updates or structural changes that impact existing CSS ID/class selector attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included with the AudioEye Services.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with Customer and any visual changes implemented through the AudioEye Services require sign-off from Customer . In many cases, these changes are implemented by Customer at the source. For deficiencies impacting visual display or site structure/features/functions, AudioEye to obtain written permission from Customer to provision and apply the required fixes. AudioEye shall not be held liable for delays impacting, if applicable, delivery timelines pertaining to Customer supplying AudioEye with written approvals.

For any Success Criteria that cannot be met through the application of fixes facilitated through the AudioEye Services and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates, via CivicPlus, with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Customer's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing CivicPlus to implement fixes within the CMS product source (“Platform Remediation”).

For each project, the start date of Activation is determined by AudioEye.

AudioEye shall issue an AudioEye Trusted Certification indicating that Customer has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG. If applicable, certification statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand source feedback reports to inform end-users

about features/functions that do not conform to the target standard and/or remain a work in a progress.

Common exclusions resulting in conformance clarifications, as documented through source feedback reports, include: flash objects, highly visual/dynamic display widgets/modules, high volume content changes, maps, inaccessible PDFs, videos without captioning and/or audio descriptions, and 3rd party content.

Customer Responsibilities

Customer will identify a project lead to function as a single point of contact for the project.

Customer will make all reasonable efforts to address conformance exclusions indicated within the source remediation report.

Customer will make all reasonable efforts to educate AudioEye on the specific technical constraints of its Web environment, including details about its publication and hosting environments. Prior to execution of this Agreement, Customer to inform AudioEye of anticipated traffic exceeding 20 million monthly impressions. Customer understands and agrees that AudioEye will charge Customer the following overage fees, to be billed at the end of the current month, in which the overage occurred: $52 per million impressions above and beyond the monthly allotment. Please note: some single page requests may make multiple requests to AudioEye, and, therefore, trigger multiple impressions (i.e. iFrames on the page).

Customer to provide advanced notification to AudioEye prior to implementing or removing the AudioEye JavaScript within their web environment, including but not limited to Customer's production, staging, UAT, development, and/or sandbox environment(s).

Customer will provide AudioEye with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Customer receives a legal demand letter or is served a legal notice, Customer may request a sustainable testing and remediation (STAR) plan (auditor notification letter) to inform plaintiff of the proactive steps already taken and being taken by Customer to ensure digital inclusion. Should plaintiff continue to pursue their legal efforts, Customer may request consulting or legal support services, which may be separate from and in addition to the Services included in this SOW.

Customer will make all reasonable efforts to send project and accessibility stakeholders to attend online accessibility training presentations provided by AudioEye.

Change Control Procedures

To make a change to this SOW, Customer will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Customer an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services (“Change Order”) stated within this SOW. AudioEye will continue performing the services in accordance with this SOW until the CivicPlus and Customer agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without Customer's prior written authorization.

REMAINDER UNCHANGED.
Except as specifically modified and amended in this First Amendment, the terms of the Agreement remain in full force and effect and binding upon the parties.

EFFECTIVE DATE.
This First Amendment shall not become effective until it has been executed by the authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Amendment Effective Date.

CITY OF WILDOMAR
By: _____
Name:
Title:

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CIVICPLUS, LLC
By: _____
Name:
Title:

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-106003-1
Date: 8/12/2025 1:24 PM
Expires On: 10/24/2025

Client:
City of Wildomar, CA

Bill To:
WILDOMAR CITY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jake Andrade	(858) 762-3733	jake.andrade@civicplus.com		Net 45

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Recreation Management Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -219.52
1.00	Recreation Management Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -219.52
1.00	Recreation Management Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -512.21
1.00	Web Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -365.87
1.00	SeeClickFix 311 CRM Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -3,312.70

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Recreation Management Premium	Premium Package -Project Coordination -Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant	USD 3,885.00
4.00	Recreation Management Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	USD 3,000.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
4.00	Recreation Management Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	USD 3,000.00
1.00	Cost Recovery Software Implementation	Cost Recovery Software Implementation	USD 1,838.00
1.00	Cost Recovery Software Training	Training (Virtual) Up to 2 Hours	USD 500.00
1.00	CivicPlus Payments	CivicPlus Payments to be applied to product	USD 0.00
1.00	Terminal Ingenico Link 2500	Terminal Ingenico Link 2500	USD 460.00
1.00	Terminal Ingenico Lane 3000	Terminal Ingenico Lane 3000	USD 490.00
1.00	CRM: Platform IdP Integration Implementation Fee	Platform IdP Integration Implementation Fee	USD 1,575.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Recreation Management Lighting Integration	Recreation Management can schedule lighting at ball fields that are controlled by Skylogix or Musco lighting systems.	USD 1,500.00
1.00	Recreation Management GIS Integration	GIS Integration - Integrate with GIS software to continually provide updated address information into the new system. ArcGIS from ESRI is only option. We do not support other GIS options.	USD 1,500.00
1.00	Recreation Management Annual Fee	Recreation Management Annual Fee	USD 4,500.00
1.00	Document Management	Document Management Module: Enabled to allow customers to upload documents and staff to manage records.	USD 3,500.00
1.00	Recreation Management AudioEye Enterprise	AudioEye Enterprise for Recreation Management	USD 2,500.00
1.00	Cost Recovery Software Annual Fee (Rec Customer)	Cost Recovery Software Annual Fee	USD 3,500.00
1.00	CivicPlus Payments - Merchant Fees (MFTCPA)	Per Tran .30 | ACH 1% | ACH Max $5 | ACH Reject $15 | CC 3% | AMEX 3.5% | Dispute $15	USD 0.00
1.00	Terminal Support Annual Fee	Terminal Service Annual Fee -Per Terminal	USD 120.00
1.00	Terminal Support Annual Fee	Terminal Service Annual Fee -Per Terminal	USD 120.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	SeeClickFix 311 CRM Pro	Unlimited gov user licenses for the SeeClickFix 311 CRM system that includes request management, constituent management, and a multi-channel communications inbox.	USD 22,635.94
1.00	SeeClickFix 311 CRM Marketplace App	Branded marketplace mobile app to expand SeeClickFix 311 CRM Request or Pro modules. Requires customer to stay up to date with Google and Apple requirements.	USD 6,000.00
1.00	CRM: Platform IdP Integration Annual Fee	Platform IdP Integration Annual Fee	USD 1,575.00
1.00	SeeClickFix 311 CRM Connector for ArcGIS (1-way)	One-way integration to a Feature Service within ArcGIS to display your SeeClickFix 311 CRM service request data in internal reports, public maps and Open Data Portals	USD 1,500.00

~~List Price - Initial Term Total~~	~~USD 23,331.54~~

Total Investment - Prorated Year 1	USD 17,281.99
Annual Recurring Services (Subject to Uplift)	USD 48,950.94

Total Days of Quote:54

Initial Term	Remaining Term: 10/13/2025 - 12/5/2025, Renewal Term 12/6 each calendar year. Promotion extends the Remaining term and additional 12 months past 12/6.
Initial Term Invoice Schedule	Total Investment - Prorated Year 1 to be invoiced upon signing. Annual Recurring Services (Subject to Uplift) for 12/6/2025 - 12/5/2026 to be invoiced upon product launch or 3/16/2026, if earlier.

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule for Municipal Websites (CivicEngage) and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

*See Amendment Signature Page for Signatures

City of Wildomar
JUSTIFICATION OF SOLE SOURCE/ SOLE BRAND REQUEST

☒ SOLE SOURCE: Item is manufactured and/or only distributed by one vendor.
☐ SOLE BRAND: Bids will be solicited for the requested brand only.

VENDOR/BRAND NAME**: CivicPlus**
BRIEF DESCRIPTION OF PURCHASE: CivicRec, **SeeClickFix Pro**

Please answer all questions in detail in order to prevent delays in evaluation.

1. Why is the acquisition restricted to this good/service/supplier? (Explain why the acquisition cannot be competitively bid.)

- **CivicRec is the Recreation Management App and SeeClickFix is the Citizen Service Request App provided by CivicPlus. The City already contracts with CivicPlus for the CivicEngage website package. Adding these two products from CivicPlus will provide a single managed multi-product implementation. Using the CivicPlus Recreation Management App (CivicRec) and the Citizen Request App (SeeClickFix) will provide streamlined and consistent integration between these three products all owned by CivicPlus.**

2. What are the consequences of not purchasing the good/service or contracting with the proposed supplier?

- **Similar Apps from another provider will not have the seamless integration with the other CivicPlus products being implemented by the City. Purchasing from another vendor will also require separate agreements with multiple vendors, and separate billing and invoicing cycles. Consolidating these products under CivicPlus keeps them all under one agreement and the same billing cycle.**

3. What market research was conducted to substantiate no competition, including evaluation of other items considered? (Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The names, addresses and phone numbers of suppliers contacted and the reasons for not considering them must be included or an explanation of why the survey or effort to identify other goods/services was not performed.)

- **None. Staff worked directly with CivicPlus on procuring these as a "Single Source" because of other software products from the vendor the City currently has, and due to account credits that the vendor has offered for the implementation of CivicGov. SeeClickFix is also a well-known and widely used application by other agencies for reporting of citizen requests. The City's nearest neighbors, the City of Lake Elsinore and the City of Murrieta, both use the application. Regarding Civic Rec, City staff have discussed software integration with municipalities, and both the Cities of Corona and Temecula use Civic Engage with CivicRec as their recreation software.**

4. How was the price offered determined to be fair and reasonable? (Explain what the basis was for comparison and include cost analyses as applicable.

- **SeeClickFix: The City received an initial population-based quote from the vendor. The City completed an independent cost analysis based on pricing from the City of Lake Elsinore and the City of Murrieta for their SeeClickFix subscriptions. The analysis demonstrated that the City's per-resident costs would be significantly greater than those of the neighboring cities. The City challenged the vendor on the quoted pricing. The vendor confirmed that the**

neighboring cities were on legacy pricing due to having acquired the product/subscription before SeeClickFix was purchased by CivicPlus. Therefore, the same pricing could not be matched. However, the vendor has offered an approximate 30% annually recurring discount price from their original quote, and offered 50% off for the first year of the program. The City also completed a cost analysis to estimate the time and FTE equivalent cost for continuing to manage service requests manually (current process). The vendor's proposed annual costs are estimated to be less than or equivalent to the costs for the City to continue with the current manual process, and therefore it was determined that the product is a cost-effective option that will provide better service to the community and better management of service requests to the City.

- **CivicRec: Staff began the search for recreation software in early 2024 after the annual CPRS conference. The city was looking for alternative methods for handling and streamlining park shelter, sports field, and room rentals. Similarly, the general cost range of recreational software was compared to the current staff time for manually processing reservations and payments. Staff met with the vendor for a demo and estimated cost. Upon review, it was determined that the software was time and cost-efficient.**

5. Describe any cost savings realized, or costs avoided by acquiring the goods/services from this supplier.

- **SeeClickFix: The City is receiving an annually recurring discount of about 30% on the program, and another 50% off the first year for the program. The City also completed a cost analysis to estimate the time and FTE equivalent cost for continuing to manage service requests manually (current process). The vendor's proposed annual costs are estimated to be less than or equivalent to the costs for the City to continue with the current manual process, and therefore it was determined that the product is a cost-effective option that will provide better service to the community and better management of service requests to the City.**
- **CivicRec: The realized savings will be in FTE from both Community Services and Administrative Services Departments. The current time allocated to staff for handling reservation forms and recording and processing payments will be nearly eliminated. For the Community Services Department, the part-time Recreation Leader is spending the majority of their scheduled hours focusing on processing and responding to the services the software will provide.**
- **In addition, the City received account credits related to the implementation of CivicGov which can be used towards these two new products, or towards the CivicEngage product.**

I am aware of the City of Wildomar requirements for competitive bidding established in the municipal code Chapter 3.24 Purchasing of Supplies and Equipment. As an authorized department representative, I have gathered the required technical information and have made a concentrated effort to review comparable/equal equipment.

Requestor and Department Head:	Print & Sign	Public Works/Eng. Department	10/6/2025 Date
Requestor and Department Head:	Print & Sign	Department	Date
PURCHASING:	Print & Sign		Date

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.9
Meeting Date: October 13, 2025

SUBJECT:	Streambed Alteration Agreement with the California Department of Fish and Wildlife for the Clinton Keith Rd. Widening Project (CIP 025-1)
SUBMITTED BY:	Jason Farag, Public Works Director/City Engineer
PREPARED BY:	Jason Farag, Public Works Director/City Engineer

ACTION:
Authorize the City Manager or his designee to execute a Streambed Alteration Agreement with the California Department of Fish and Wildlife for the Clinton Keith Rd. Widening Project, and authorize the City Manager or his designee to approve and execute any revisions to the Agreement that do not increase the City's costs or obligations under the Agreement.

SUMMARY:
As part of the Clinton Keith Rd. Widening Project, the City must enter into a Streambed Alteration Agreement with the California Department of Fish and Wildlife (CDFW) to authorize the City to perform construction in certain environmentally sensitive areas of the Project.

BACKGROUND:
Included in the 5-Year Capital Improvement Program (CIP) is the Clinton Keith Rd. Widening Project (Project, CIP 025-1). The Project includes the widening and pavement rehabilitation of Clinton Keith Rd. between Hidden Springs Rd. and Copper Craft Dr., just past the eastern City limits. The City is currently completing the right-of-way acquisition, environmental permitting, and design for the Project to prepare it for construction.

DISCUSSION:
The design of the Project includes construction in environmentally sensitive areas that require regulatory permits from various regulatory agencies including the State Water Quality Control Board (SWQCB), the California Department of Fish and Wildlife (CDFW), and the US Army Corp of Engineers (USACOE). The City's consultant has been working with these regulatory agencies to obtain the necessary permits to authorize the Project construction to occur in the environmentally sensitive areas. The CDFW requires the City to execute a Streambed Alteration Agreement (Agreement) as part of the permit issuance process. The Agreement establishes the measures that must be taken to protect fish and wildlife resources, avoidance and minimization measures, compensatory measures, and reporting measures. A copy of the Agreement is included as Attachment A. Staff recommends that the City Council authorize the City Manager or his designee to execute the Agreement and to also approve and execute revisions to the Agreement that do not increase the City's obligations or costs under the Agreement.

FISCAL IMPACT:

There are adequate funds included in the existing FY 25/26 budget for the Project (CIP 025-1) to cover the cost of the permitting process. Funding for these expenditures will come from the Transportation Uniform Mitigation Fee (TUMF) fund account (Fund 503) and/or the Development Impact Fee (DIF) Roads fund account (Fund 440).

This Agreement will require off-site compensatory mitigation, which will require the City to purchase credits from mitigation banks. Mitigation credits for this Agreement are currently estimated to cost $942,378. There are adequate funds included in the existing budget to purchase the credits and staff proposes to use TUMF to cover the cost for these credits, as the credits are TUMF eligible expenses. However, these costs are significantly greater than originally estimated and may require additional funding to be added to the Project at the time a construction contract award is made and actual construction costs are known.

Any necessary budget adjustments for the Project will be presented to the City Council at the time a construction contract award is brought forward for consideration/approval.

ATTACHMENTS:
A - Streambed Alteration Agreement

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
INLAND DESERTS REGION
3602 INLAND EMPIRE BLVD, SUITE C-220
ONTARIO, CA 91764

STREAMBED ALTERATION AGREEMENT
EPIMS-RIV-55629-R6
WARM SPRINGS CREEK

CITY OF WILDOMAR
CLINTON KEITH ROAD WIDENING PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and City of Wildomar (Permittee) or as represented by Jason Farag.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on December 17, 2024, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The Clinton Keith Road Widening Project (Project) is located near multiple unnamed tributaries to Warm Springs creek, in the County of Riverside, State of California; Latitude 33.59789, Longitude -117.24108; Township 6 South, Range 4 West. The Project is located within Assessor's Parcel Number 376-249-160.

PROJECT DESCRIPTION

The Project is limited to widening two miles of Clinton Keith Road from Arya Road to the City's easterly limits. The Project will construct new culverts, culvert replacements, and necessary Right of Way (ROW) requirements for the City and future residential development (storm drains, sidewalks, concrete curbs, gutters, ADA ramps, driveway approaches, CMU retaining walls, catch basins, rock bioswales, headwalls, and storm

drains. Direct permanent impacts of 0.324-acre to riparian/riverine resources will include clearing and grubbing for construction access, including the removal of two Fremont cottonwood trees; grading and earthwork import, construction of pipe culvert headwalls and drain pipes, and construction of grouted riprap. Temporary impacts of 0.081-acre to riparian/riverine resources will include re-contouring temporary access roads and hydroseeding areas of cleared vegetation.

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include:

BIRDS: least bell's vireo (*Vireo bellii pusillus*), burrowing owl (*Athene cunicularia*), red-tailed hawk (*Buteo jamaicensis*), red-shouldered hawk (*Buteo lineatus*), bushtit (*Psaltriparus minimus*), California horned lark (*Eremophilia alpestris*), cedar waxwing (*Bombycilla cedrorum*), turkey vulture (*Cathartes aura*), mourning dove (*Zenaida macroura*), California scrub-jay (*Aphelocoma californica*), American crow (*Corvus brachrhynchos*), American kestrel (*Falco sparverius*), house finch (*Haemorhous mexicanus*), lesser goldenfinch (*Spinus psaltria*), ring-billed gull (*Larus delewarensis*), western meadowlark (*Sturnella neglecta*), northern mockingbird (*Mimus polygottos*), California thrasher (*Toxostoma redivivum*), American pipit (*Anthus rubescens*), California quail (*Callipepla californica*), yellow-rumped warbler (*Setophaga coronata*), oak titmouse (*Baeolophus inornatus*), grasshopper sparrow (*Ammodramus savannarum*), song sparrow (*Melospiza melodia*), California towhee (*Melozone crissalis*), spotted towhee (*Piplio masculatus*), white-crowned sparrow (*Zonotrichia leucophrys*), Nuttal's woodpecker (*Dryobates nuttallii*), acorn woodpecker (*Melanerpes formicovorus*), blue-gray gnatcatcher (*Polioptila caerulea*), coastal California gnatcatcher (*Polioptila californica californica*), ruby-crowned kinglet (*Corthylio calendula*), red-breasted nuthatch (*Sitta canadensis*), Anna's hummingbird (*Calypte anna*), Costa's hummingbird (*Calypte costae*), Allen's hummingbird (*Selaphorus sasin*), Bewick's wren (*Thryomanes bewickii*), black phoebe (*Sayornis nigricans*), Say's phoebe (*Sayornis saya*), Cassin's kingbird (*Tyrannus vociferans*),
PLANTS: laurel sumac (*Malosma laurina*), lemonade berry (*Rhus intergrifolia*), Western ragweed (*Ambrosia psilostachya*), California sagebrush (*Artemisia californica*), California mugwort (*Artemisia douglasiana*), coyote brush (*Baccharis pilularis*), mulefat (*Baccharis salicfolia*), common sandaster (*Corethrogyne filaginifolia*), brittlebush (*Encelia farinosa*), goldenbush (*Ericameria sp.*), Canada horseweed (*Erigeron canadensis*), leafy fleabane (*Erigeron foliosus var. foliosus*), sawtooth goldenbush (*Hazardia squarrosa*), common sunflower (*Helianthus annus*), telegraph weed (*Heterotheca grandiflora*), Menzies' goldenbush (*Isocoma menziesii*), cudweed (*Pseudognaphalium sp.*), wire lettuce (*Stephanomeria sp.*), small-flowered fiddleneck (*Amsinckia menziesii*), black mustard (*Brassica nigra*), hedge mustard (*Sisymbrium sp.*), valley cholla (*Cylindropuntia bernardina*), coast cholla (*Cylindropuntia prolifera*), coastal pricklypear (*Opuntia littoralis*), honeysuckle (*Lonicera sp.*), goosefoot (*Chenopodium sp.*), dodder (*Cuscuta sp.*), Missouri gourd (*Cucurbita foetidissima*), turkey-mullein (*Croton setiger*), rattlesnake sandmat (*Euphorbia albomarginata*), euphorbia (*Euphorbia sp*), American bird's foot trefoil (*Acmispon americanus*), deerweed (*Acmispon glaber*), lotus (*Acmispon sp.*), Pomona milkvetch (*Astragalus pomonensis*), redbud (*Cercis occidentalis*), palo verde (*Parkisonia sp.*), coast live oak (*Quercus agrifolia*), phacelia (*Phacelia sp.*), white sage (*Salvia apiana*), chia sage (*Salvia columbariae*), black sage (*Salvia mellifera*), vinegarweed (*Trichostema lanceolatum*), bushmallow (*Malacothamnus sp.*), red maids (*Calandrinia menziesii*), desert wishbone bush (*Mirabilis laevis*), poppy (*Eschscholzia sp.*), pittosporum

(*Pittosporum sp.*), chaparral beard tongue (*Keckiella antirrhinoides*), California sycamore (*Platanus racemosa*), gilia (*Gilia sp.*), California buckwheat (*Erigonum fasciculatum*), rose and white buckwheat (*Erigonum gracillimum*), hoaryleaf ceanothus (*Ceanothus crassifolius*), chamise (*Adensostoma fasciculatum*), toyon (*Heteromeles arbutifolia*), monkeyflower (*Diplacus sp.*), Fremont cottonwood (*Populus fremontii*), Goodding's black willow (*Salix gooddingii*), Arroyo willow (*Salix lasiolepis*), willow (*Salix sp.*), blue elderberry (*Sambucus mexicana*), Mexican rush (*Juncus mexicanus*), mariposa lily (*Calochortus sp.*);
MAMMALS: coyote (*Canis latrans*), woodrat (*Neotoma sp.*), desert cottontail (*Sylvilagus audubonii*), California ground squirrel (*Otospermophilius beecheyi*);
REPTILES: common side-blotched lizard (*Uta stansburiana*), western fence lizard (*Sceloporus occidentalis*);
INSECTS: Crotch's bumble bee (*Bombus crotchii*), western honeybee (*Apis mellifera*), painted lady (*Vanessa cardui*);

The adverse effects the Project could have on the fish or wildlife resources identified above include: disturbance from Project activity, reduction and loss of habitat coverage, composition, distribution, and cross-pollination/reproductive opportunity; changes in the bed, bank, or channel. The Project will temporarily impact 0.081-acre and permanently impact 0.324-acre associated with unnamed tributaries to Warm Springs Creek. The Project will impact a total of 0.402 acre of stream bed, bank, and channel, which are the limits of the Project impacts authorized under this agreement (Table 1).

Table 1.

IMPACTS	Permanent Impacts (acres)	Temporary Impacts (acres)
Riparian Resources	0.053	0.018
Riverine Resources	0.271	0.063
TOTAL	0.324	0.081

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.

1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.

1.5 Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code Section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act 1918, as amended (16 U.S.C. § 703 et seq.). The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.

1.6 Additional Project Impacts. Permittee shall submit to CDFW a request to amend this Agreement if any additional impacts to Fish and Game Code section 1602 resources, or additional operations and maintenance activities not identified in this Agreement are anticipated. No additional impacts to Fish and Game Code section 1602 resources are authorized unless the impacts and/or activities are expressly authorized by CDFW by amendment to this Agreement.

1.7 Notify CDFW Prior to Work. Permittee shall notify CDFW by email **at least five (5) working days prior to initiation of Project activities**. See contact information below.

1.8 Reporting of Violations. Permittee shall report any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, to the CDFW contact identified below within 48 hours of the violation occurring.

1.9 Dead or Injured Species. Permittee shall report any dead or injured CESA- or ESA- listed threatened, endangered, or fully protected species, or species of special concern found along roads or in Project areas to CDFW within 24 hours via email according to contact information below. The Permittee shall report the

location, cause of death or injury, species found, and any other relevant information.

1.10 Compliance with other Agencies. The Agreement does not relieve the Permittee of responsibilities for compliance with applicable federal, state, or local laws, ordinances or grant conditions.

1.11 Work According to Plans. Final stamped engineered design plans shall be submitted to CDFW **a minimum of 30 days prior to start of Project activities**, for review by CDFW prior to Project start. The final plans shall be based on the Project design plans submitted to CDFW in the notification package. If the submitted Project plans differ substantially from the Project description, Permittee shall provide CDFW a detailed, written description of the changes made. CDFW may require an amendment to this Agreement or submission of a new notification prior to starting the Project if the Project designs have changed from those submitted in the Notification Package.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

General Wildlife Protection and Prevention Measures

2.1 Designated Biologist(s) and Biological Monitor(s). Permittee shall submit to CDFW for review and approval the names, qualifications, business addresses, and contact information of any qualified biologists (Designated Biologist(s)) and Biological Monitor(s) that will be utilized to conduct species/habitat surveys, biological monitoring, or mitigation planning and implementation activities **at least 30 days** before initiating ground- or vegetation- disturbing activities. Permittee shall specify the proposed responsibilities of each Designated Biologist(s) and/or Biological Monitor(s) and provide clear evidence of knowledge, experience, and capability of performing those proposed duties. Optional CDFW biologist resume form available here: https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=202869.

2.1.1 A qualified Designated Biologist(s) is an individual who holds a bachelor's degree from an accredited university and 1) is knowledgeable in relevant species' life histories and ecology, 2) can correctly identify relevant species, 3) has conducted field surveys for relevant species, 4) is familiar with relevant survey protocols, and 5) is knowledgeable of state and federal laws regarding the protection of sensitive species.

2.1.2 A Biological Monitor(s) is an individual who shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this Project, experience with construction-level biological monitoring, be able to recognize species that

may be present within the Project area and be familiar with the habitats and behaviors of those species.

2.2 Responsibility of the Designated Biologist(s). The Designated Biologist(s) shall be responsible for monitoring activities addressed by this Agreement, including, but not limited to all activities that result in clearing, grading, drilling, and/or other ground-disturbing activities. To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall confirm and monitor the limits of Project activities addressed by this Agreement.

2.3 Authority of Designated Biologist(s). To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall have the authority to immediately halt any activity that does not comply with this Agreement, order any reasonable measure to avoid the violation of any measure of this Agreement, and directly contact CDFW for any reason. If the Designated Biologist(s) determines that the Project may have an adverse effect on any special-status species (threatened, endangered, candidate, species of special concern, etc.), they shall halt construction and notify the appropriate agencies immediately. Unless authorized by CDFW, the Designated Biologist(s) shall not have the authority to handle any special-status species (threatened, endangered, candidate, species of special concern, etc.).

2.4 Authority of Biological Monitor(s). The Permittee or Designated Biologist shall designate a person to monitor on-site compliance with all conditions of this Agreement. The Biological Monitor shall halt Project Activities to comply with the terms of this Agreement and otherwise avoid impacts to species or habitats.

2.5 Delineate Work Area Boundary. In consultation with the Designated Biologist(s), Permittee shall clearly delineate the outer perimeter of the work areas and access routes with appropriate fencing, signage, and/or flagging to prevent damage to adjacent habitats **prior to start of Project activities**. The delineation materials shall be in place during all periods of operation and all persons employed or otherwise working on the Project site shall be instructed about the restrictions. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.

2.6 Environmentally Sensitive Areas. The Designated Biologist shall determine and clearly delineate any necessary avoidance and/or buffer areas with appropriate fencing, signage, and/or flagging. The delineation materials shall be visibly discernable from the ‘standard work area boundary’ materials and all persons employed or otherwise working on the Project site shall be instructed about the restrictions associated with these environmentally sensitive areas. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or

become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.

2.7 Wildlife Species. To avoid impact to any non-listed wildlife species, a Designated Biologist shall inspect the project area prior to any project activities. Any individuals found shall not be harassed and shall be allowed to leave the project area unharmed. If needed, a Designated Biologist may guide, handle, or capture an individual non-listed wildlife species to move it to a nearby safe location within nearby refugium, or it shall be allowed to leave the project site of its own volition. Capture methods may include hand, dip net, lizard lasso, snake tongs and snake hook. If the wildlife species is discovered or is caught in any pits, ditches, or other types of excavations, the Designated Biologist shall release it into the most suitable habitat near the site of capture.

2.8 Educational Program. Permittee shall conduct an education program (Education Program) for all persons employed or otherwise working on the Project **prior to performing any work on site**. The Education Program shall consist of a presentation from a Designated Biologist(s) that includes a discussion of the biology of the habitats and species identified in this Agreement and present at the Project site. The Designated Biologist(s) shall also include as part of the Education Program information about the distribution and habitat needs of any protected species that may be present, legal protections for those species, penalties for violations and Project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on site. The Permittee shall prepare and distribute wallet-sized cards or a fact sheet that contains this information for workers to carry on site. Upon completion of the Education Program, employees shall sign a form stating they attended the Education Program and understand all protection measures. These forms shall be filed at the worksite offices and be available to CDFW upon request. The Education Program shall be repeated annually for part of the Project extending more than one (1) year. Copies of the Education Program's materials shall be maintained at the Project site for workers to reference as needed.

2.8.1 Invasive Species Education Program. Permittee shall include an invasive species education program for all persons working on the Project **prior to the performing any work on site**. The invasive species education program shall consist of a presentation from a Designated Biologist(s) that includes a discussion of the invasive species currently present within the Project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion shall include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The invasive species education program shall also include a

discussion of Best Management Practices (BMPs) to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.

2.9 Daily Clearance Survey. Before the start and end of daily Project activities. The Designated Biologist or Biological Monitor shall survey the Project area to ensure wildlife incidentally trapped due to project activities are allowed to escape.

2.9.1 Excavated Areas. At the end of each workday, Permittee shall, with the oversight of the Designated Biologist(s) or a trained construction management staff, secure any open trench or excavated area within the Project area addressed by this Agreement such that animals are unable to enter and become entrapped. The excavated areas must be secured using appropriate site- and species-specific methods, such as, placing plywood or other barrier materials over the excavated area, placing an escape ramp of suitable material and at an angle no greater than 30 degrees at each end of the open trench/excavated area, or installing temporary fencing around the perimeter of trenches or holes.

2.9.2 Check for Wildlife in Pipes/Construction Materials. Permittee shall visually inspect all sections of pipe/construction materials for the presence of wildlife sheltering within them prior to the pipe sections being placed in the trench and attached together or shall have the ends capped while stored on site to prevent wildlife from entering. After attaching the pipe sections to one another, whether in the trench or not, the exposed end(s) of the pipeline shall be capped at the end of each day during construction to prevent wildlife from entering and being trapped in the pipeline. All pipes, hoses, or similar structures less than 12 inches in diameter shall be closed or covered to prevent animal entry.

Nesting Bird Protection

2.10 Nesting Birds. It is the Permittee's responsibility to avoid impacts to nesting birds. Permittee shall ensure that impacts to nesting birds are avoided by assigning a Designated Biologist to complete pre-construction surveys, determine/establish appropriate avoidance and minimization measures, and monitor the efficacies of these measures. The Designated Biologist must have experience with conducting bird surveys using appropriate survey methodology (e.g., Ralph et al. 1993[1]) and United States Fish and Wildlife Service [USFWS] and/or CDFW-accepted species-specific survey protocols, available here: https://wildlife.ca.gov/conservation/survey-protocols; nesting surveying techniques, recognizing breeding and nesting behaviors, locating nests and

[1] Ralph, C.J., G.R. Geupel, P. Pyle, T.E. Martin, and D.F. DeSanta. 1993. Handbook of field methods for monitoring land birds. General Technical Report PSW-GTR 144. USDA Forest Service Pacific Southwest Research Station. Albany, CA.

breeding territories, and identifying nesting stages and nest success (e.g., Martin and Geupel 1993[2])

2.10.1 Nesting Bird Pre-construction Surveys. Surveys shall be conducted by the Designated Biologist at the appropriate time of day/night, during appropriate weather conditions, **within three (3) days prior to the initiation of Project activities** addressed by this Agreement. Surveys shall encompass all suitable areas including trees, shrubs, bare ground, burrows, cavities, and structures. Survey duration shall take into consideration the size of area subject to this Agreement; density, and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. Pre-construction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior (e.g., copulation, carrying of food or nest materials, nest building, removal of fecal sacks, flushing suddenly from atypically close range, agitation, aggressive interactions, feigning injury or distraction displays, or other behaviors). If a nest is suspected, but not confirmed, the Designated Biologist shall establish a disturbance-free buffer until additional surveys can be completed, or until the location can be inferred based on observations. The Designated Biologist shall not risk failure of the nest to determine the exact location or status and will make every effort to limit the nest to potential predation as a result of the survey/monitoring efforts (e.g., limit number of surveyors, limit time spent at/near the nest, scan the site for potential nest predators before approaching, immediately depart nest area if indicators of stress or agitation are displayed). If a nest is observed, but thought to be inactive, the Designated Biologist shall monitor the nest for one hour (four hours for raptors during the non-breeding season) prior to approaching the nest to determine status. The Designated Biologist shall use their best professional judgement regarding the monitoring period and whether approaching the nest is appropriate. Results of pre-construction surveys shall be provided to CDFW at least one business day prior to commencement of Project activities. Results of ongoing monitoring surveys shall be provided to CDFW upon request.

2.10.2 Buffers. When an active nest is confirmed, the Designated Biologist shall immediately establish a conservative buffer surrounding the nest based on their best professional judgement and experience. The buffer shall be delineated to ensure that its location is known by all persons working within the vicinity but shall not be marked in such a manner that it attracts predators. Once the buffer is established, the Designated Biologist shall document baseline behavior, stage of reproduction, and existing site

[2] Martin, T.E. and G.R. Geupel. 1993. Nest-monitoring plots: methods for locating nests and monitoring success. Journal of Field Ornithology 64:507-514.

conditions, including vertical and horizontal distances from proposed work areas, visual or acoustic barriers, and existing level of disturbance. The Designated Biologist shall monitor the nest at the onset of Project activities addressed by this Agreement, and at the onset of any changes in Project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If the Designated Biologist determines that Project activities may be causing an adverse reaction, the Designated Biologist shall adjust the buffer accordingly.

2.10.3 Ongoing Monitoring. The Designated Biologist shall be onsite daily to monitor all existing nests, the efficacy of established buffers, and to document any new nesting occurrences. The Designated Biologist shall document the status of all existing nests, including the stage of reproduction and the expected fledge date. If a nest is suspected to have been abandoned or failed, the Designated Biologist shall monitor the nest for a minimum of one hour (four hours for raptors), uninterrupted, during favorable field conditions. If no activity is observed during that time, the Designated Biologist may approach the nest to assess the status.

2.10.4 Securing Site. The Permittee, under the direction of the Designated Biologist, may also take steps to discourage nesting on the Project site, including moving equipment and materials daily, covering material with tarps or fabric, and securing all open pipes and construction materials. The Designated Biologist shall ensure that none of the deterrent materials pose an entanglement risk to birds or other species. The Designated Biologist shall include a detailed account of any steps taken to discourage nesting within the Project site in the summary reports.

2.10.5 Reporting. The Designated Biologist shall be responsible for providing summary reports, where relevant, to CDFW no less than once weekly regarding the nesting species identified onsite, discovery of any of new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. If Project activities result in the abandonment of, or damage to a nest, Permittee shall notify CDFW within 24 hours of detection.

Burrowing Owl Protection

2.11 Burrowing Owl. Permittee shall ensure that impacts to burrowing owls are avoided through the implementation of pre-construction surveys, ongoing monitoring, and if necessary, establishment of minimization and mitigation measures.

2.11.1 Burrowing Owl Habitat Assessment. **Prior to the initiation of Project activities**, Permittee shall conduct a burrowing owl habitat assessment

consistent with the 2006 Burrowing Owl Survey Instructions[3]. A habitat assessment shall be conducted by Designated Biologist(s) knowledgeable of burrowing owl sign, habitat, ecology, and field identification of the species, during appropriate weather conditions, **at least thirty (30) calendar days prior** to the initiation of Project activities. The assessment shall consist of walking the Project site to identify the presence of burrowing owl habitat [4]. If habitat is found on the Project site, then walk a 150-meter (approximately 500 feet) buffer zone around the Project boundary, if permission to access the buffer area has been obtained. If access permission cannot be obtained, visually inspect the adjacent habitat areas with binoculars or spotting scopes. Survey duration shall take into consideration the size of the property; density, and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. A report summarizing the results of the habitat assessment shall be submitted to CDFW within 10 days of survey completion.

2.11.2 Focused Survey for Burrowing Owls. If the burrowing owl habitat assessment identifies burrowing owl habitat onsite, Permittee shall have a qualified Designated biologist, pre-approved by CDFW, perform a survey for burrowing owls **between 30 and 60 days** prior to any Project impacts. If the Project site is in within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Burrowing Owl Survey Area, the following is required. A minimum of one site visit must occur, but additional visits may be warranted depending on the results of the first site visit. Surveys conducted during the breeding season March 1 - August 31 are required to describe if, when, and how the site is used by burrowing owls. All surveys shall be conducted as described in Parts A and B below. Surveys shall be conducted during weather that is conducive to observing owls outside their burrows and detecting burrowing owl sign. Surveys will not be accepted if they are conducted during rain, high winds (> 20 mph), dense fog, or temperatures over 90

[3] Western Riverside County Multiple Species Habitat Conservation Plan (RCA). 2006. Burrowing Owl Survey Instructions for the Western Riverside Multiple Species Habitat Conservation Plan Area. Available for download at: https://www.wrc-rca.org/species/survey_protocols/burrowing_owl_survey_instructions.pdf

[4] Burrowing owls use a variety of natural and modified habitats for nesting and foraging that is typically characterized by low-growing vegetation. Burrowing owl habitat includes but is not limited to, short or sparse vegetation (at least at some time of year), presence of burrows, burrow surrogates or presence of fossorial mammal dens, well-drained soils, and abundant and available prey. Vegetation and features may include native and non-native grassland, interstitial grassland with shrub lands, shrub lands with low density shrub cover, golf courses, drainage ditches, earthen berms, unpaved airfields, pastureland, dairies, fallow fields, and agricultural use areas. Burrowing owls typically use burrows made from fossorial (adapted for burrowing or digging) mammals such as ground squirrels or badgers, and often manmade structures such as earthen berms; cement culverts; cement, asphalt, rock, or wood debris piles; or openings beneath cement or asphalt pavement

°F. Part B surveys shall be conducted in the morning one hour before sunrise to two hours after sunrise or in the early evening two hours before sunset to one hour after sunset. Count and map all burrowing owl sightings, occupied burrows, and burrows with owl sign. Record the location of all owls including numbers of pairs and juveniles and any behavior such as courtship and mating. Map the extent of all suitable habitat. Owl signs may not be detectable if surveys under Part A are conducted within 5 days following rain. Absence of burrowing owl sign cannot be used to confirm absence of the species if the focused burrow survey (Part A) is conducted within 5 days of rain; therefore, in this instance, completion of all four focused burrowing owl surveys (Part B) is required.

Part A: Focused Burrow Surveys
A focused burrow survey that includes natural burrows or suitable man-made structures needs to be conducted as described below.

1. A systematic survey for burrows including burrowing owl sign shall be conducted by walking through suitable habitat over the entire survey area (i.e., the Project site and within 150 meters). Pedestrian survey transects need to be spaced to allow 100% visual coverage of the ground surface. The distance between transect center lines should be no more than 30 meters (approximately 100 ft.) and should be reduced to account for differences in terrain, vegetation density, and ground surface visibility. To efficiently survey Projects larger than 100 acres, it is recommended that two or more qualified surveyors conduct concurrent surveys.

2. The location of all suitable burrowing owl habitat, potential owl burrows, burrowing owl signs, and any owls observed shall be recorded and mapped, including GPS coordinates. If the survey area contains natural or man-made structures that could potentially support burrowing owls, or owls are observed during the burrow surveys, the systematic surveys shall continue as described in Part B. If no potential burrows are detected, no further surveys are required. A written report including photographs of the Project site, location of burrowing owl habitat surveyed, location of transects, and burrow survey methods shall be prepared and submitted to CDFW.

Part B: Focused Burrowing Owl Surveys
Focused Burrowing Owl Surveys shall consist of site visits on four separate days at least one week apart. The first one may be conducted concurrent with the Focused Burrow Survey.

1. Upon arrival at the survey area and prior to initiating the walking surveys, surveyors using binoculars or spotting scopes shall scan all suitable habitat, location of mapped burrows, owl sign, and owls, including perch locations to ascertain owl presence. This is particularly important if access has not been granted for adjacent areas with suitable habitat.

2. A survey for owls and owl sign shall then be conducted by walking through suitable habitat over the entire Project site and within the adjacent 150 m (approx. 500 feet), if permission to access the buffer area has been obtained. These "pedestrian surveys" should be spaced to allow 100% visual coverage of the ground surface. The distance between transect center lines should be no more than 30 meters (approx. 100 feet.) and should be reduced to account for differences in terrain, vegetation density, and ground surface visibility. To efficiently survey projects larger than 100 acres, it is recommended that two or more qualified surveyors conduct concurrent surveys. It is important to minimize disturbance near occupied burrows during all seasons.

3. If access is not obtained, then the area adjacent to the Project site shall also be surveyed using binoculars or spotting scopes to determine if owls are present in areas adjacent to Project site. This 150-meter buffer zone is included to fully characterize the population. If the site is determined not to be occupied, no further surveys are required except as described below.

2.11.3 Burrowing Owl Focused Survey Results. Permittee shall submit the survey methodology and results **within ten days** of survey completion and at least **twenty-one days prior** to commencement of Project activities addressed by this Agreement to CDFW Inland Deserts Region at the address below under Contact Information. Results shall discuss the survey methodology, transect width, duration, conditions, and results of the survey. Appropriate maps showing burrow locations shall be included. If the report indicates further surveys are not required, then the report should state the reason(s) why further focused burrowing owl surveys are not necessary.

2.11.4 Burrowing Owl Pre-Construction Inspection. If burrows or suitable burrowing owl habitat is found onsite, Permittee shall have a qualified biologist, pre-approved by CDFW, inspect all burrows that exhibit typical characteristics of owl activity within **three (3) days prior** to any ground disturbing or site-preparation activities. Evidence of owl activity may include presence of owls themselves, burrows, and owl signs at burrow entrances such as pellets, whitewash or other "ornamentation," feathers, prey remains, etc. If owl presence is difficult to determine, Permittee

shall monitor the burrows with motion-activated trail cameras for at least 24 hours to evaluate burrow occupancy. If it is evident that the burrows are actively being used, Permittee shall not commence activities until no sign is present that the burrows are being used by adult or juvenile owls or following CDFW approval of a Burrowing Owl Plan. CDFW shall be notified in writing of detection of active burrows **within three (3) days**.

2.11.5 Burrowing Owls Observed During Construction. If burrowing owls are observed within Project Site(s) during Project implementation and construction, Permittee shall notify CDFW immediately in writing at the address below under Contact Information (reference SAA# EPIMS-RIV-55629-R6). Further, Permittee shall be responsible for implementing appropriate avoidance and mitigation measures, including burrow avoidance, passive or active relocation, or other appropriate mitigation measures as identified in the Burrowing Owl Plan.

2.11.6 Burrowing Owl Plan. If burrowing owls are detected on the Project site, the Permittee shall prepare a Burrowing Owl Plan that shall be submitted to CDFW for review and approval **at least 30 days prior to** initiation of Project activities. If burrowing owls are detected after Project activities have been initiated, a Burrowing Owl Plan shall be submitted to CDFW for review and approval **within two weeks of detection** and no Project activity shall continue within 1000 feet of the burrowing owls until CDFW approves the Burrowing Owl Plan. The Burrowing Owl Plan shall describe proposed avoidance, relocation, monitoring, minimization, and/or mitigation actions. If the site is within an MSHCP Criteria Area, then at least 90 percent of the area with long-term conservation value shall be included in the MSHCP Conservation Area. If the Project site (including adjacent areas) supports three or more pairs of burrowing owls and supports greater than 35 acres of suitable habitat and is non-contiguous with MSHCP Conservation Area lands, at least 90 percent of the area with long-term conservation value and burrowing owl pairs shall be conserved onsite. The Burrowing Owl Plan shall include the number and location of occupied burrow sites and details on proposed buffers if avoiding the burrowing owls or information on the adjacent or nearby suitable habitat available to owls for relocation. If no suitable habitat is available nearby for relocation, details regarding the creation and funding of artificial burrows (numbers, location, and type of burrows) and management activities for relocated owls shall also be included in the Burrowing Owl Plan. The Permittee shall implement the Burrowing Owl Plan following CDFW review and approval.

Crotch's Bumble Bee

2.12 Crotch's Bumble Bee – Habitat Mapping. **No less than 120 days prior** to the initiation of activities addressed by this Agreement, Permittee shall complete and

submit to CDFW for review and comment a baseline habitat mapping report encompassing Fish and Game Code section 1602 resources (including channel side slopes) identified under this Agreement. Mapping will identify habitat alliances following Sawyer et al. (2009[1]) and the report will identify species composition for each mapped alliance. Results of the habitat mapping effort shall be submitted to CDFW.

2.13 Crotch's Bumble Bee – Surveys. If habitat mapping identifies the presence of plants (e.g., genera *Antirrhinum, Phacelia, Clarkia, Cordylanthus, Dendromecon, Eschscholzia, Eriogonum, Hypericum, Lantana, Lupinus, Salvia, Asclepias, Cirsium, Monardella, Keckiella, Acmispon, Euthamia, Ehrendorferia, Vicia,* and/or *Trichostema*) or other suitable habitat (i.e. nesting, foraging, and overwintering habitat), Permittee shall:

2.13.1 Retain an appropriately qualified biologist to prepare a draft survey plan, and conduct surveys for Crotch's bumble bee. The name and qualifications of the proposed biologist shall be submitted to CDFW for review and comment prior to preparation of the draft survey plan or commencement of surveys. The qualifications shall clearly identify direct experience conducting surveys for and identification of Crotch's bumble bee.

2.13.2 **No Less than 90 days prior to initiation of Project activities within suitable habitat addressed by this Agreement**, the qualified biologist shall prepare and submit to CDFW for review and comment a draft survey plan for Crotch's bumble bee. Survey methodology shall generally follow the U.S. Fish and Wildlife Service protocol for the Rusty Patched bumble bee (USFWS 2019[2]). Crotch's bumble bee are typically active between March and September, with peak activity coinciding with peak forage blooming periods. CDFW recommends the completion of multiple surveys, coinciding with the peak blooming periods of the plant genera listed in Measure 2.11. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's bumble bee be detected within the Project area. The survey plan shall be submitted to CDFW.

2.13.3 The qualified biologist shall complete surveys for Crotch's bumble bee, following the CDFW-reviewed survey plan. Following completion of surveys, and **no less than 30 days prior to initiation of Project activities within suitable habitat addressed by this Agreement, survey results shall be submitted to CDFW** for review and comment. Survey results will describe the number and timing of surveys, and results of survey efforts. **If Crotch's bumble bee are detected during surveys, Project activities shall NOT occur in any occupied habitat areas and the qualified biologist shall immediately notify CDFW** via the email

addresses and phone number listed below under Contact Information.

2.13.4 Permittee shall conduct flight/forage and nest search surveys for the species in the following manner:

2.13.4.1 Surveys shall be conducted during the appropriate season, between February 1 and October 31.

2.13.4.2 Work sites containing any one or more of the following habitat requisites shall be surveyed: flowering vegetation, any potential preferred nectar plants, small mammal burrows, bunch grasses, thatch, brush piles, old bird nests, dead trees.

2.13.4.3 During the flight survey effort, if bumble bees are observed using any animal burrow entrances, the approved qualified biologist will block/cover any burrow entrance with a sandbag/jar/vial (or similar) of appropriate size and return in 30 minutes to determine if the bees are potential Crotch's bumble bee and if a potential nest could be present. If bumble bees are observed using bunch grasses, thatched annual grasses, brush piles, old bird nests, dead trees, or hollowed logs, the resource area will be flagged and monitored by the approved qualified biologist for 15 minutes to determine if a potential nest could be present.

2.13.5 To reduce potential impacts to Crotch's bumble bee to the greatest extent feasible the following measures shall be included in the Crotch's bumble bee survey plan:

2.13.5.1 If during vegetation removal and ground clearing activities an overwintering or dead Crotch's bumble bee is observed, activities shall immediately stop, and a 100 ft Environmentally Sensitive Area boundary will be erected. A Crotch's bumble bee approved qualified biologist will be notified and will evaluate the site. CDFW will be immediately notified thereafter for consultation.

Best Management Practices

2.14 Best Management Practices. Permittee shall actively implement BMPs to prevent erosion and the discharge of sediment and pollutants during Project activities. BMPs shall be monitored and repaired if necessary to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of non- native plant materials. Fiber rolls or erosion control mesh shall be made of

loose- weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread. Permittee shall ensure BMPs do not pose a barrier to wildlife movement and shall be installed to allow for the safe passage of wildlife movement, particularly of less vagile species (such as small mammals and reptiles), out of the Project area. Long, continuous lengths of silt-fencing or other BMP materials installed without gaps can create a barrier to wildlife movement, trapping wildlife within the Project area. Areas of safe passage can be easily accommodated by leaving small gaps between parallel and overlapping lengths of BMPs.

2.14.1 If work is performed within the stream channel during the winter storm period, the Permittee shall monitor the five (5) day weather forecast. If it is forecasted for any precipitation, work activities shall involve the securing of the site, so as no materials may enter or be washed into the stream. The site shall be completely secured one (1) day prior to precipitation, unless prior written approval has been provided by CDFW. During period of precipitation, no construction activities may occur; activities involving the preventing of materials from entering the stream or being washed downstream may be conducted.

Equipment and Vehicles

2.15 Equipment and Vehicles. Any equipment or vehicles driven and/or operated within or adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life. No equipment maintenance shall be done within or near any stream, channel, or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.

2.16 Clean Equipment Prior to Entering Area Regulated by Agreement. All equipment shall be free of materials deleterious to aquatic life including noxious and nuisance weeds, aquatic invasive species, oil, grease, hydraulic fluid, soil, and other debris. The Permittee shall follow equipment washing guidelines certify that decontamination, as specified in the sub-measures below, has been completed, and shall require operator of equipment to re-certify equipment upon reentry to areas by this Agreement after contact with water and/or wet soil from a stream or lake in areas outside those regulated under this Agreement.

2.16.1 Clean and Inspect Equipment Prior to Entering Stream. Permittee shall inspect all vehicles, tools, waders and boots, and other Project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to initially entering areas regulated by this Agreement. Any contaminants shall be cleaned prior to any work within a streambed and shall be maintained daily. In addition, equipment shall be cleaned daily to ensure pollutants and non-natives are not introduced into mitigation areas

or spread throughout Project sites.

2.16.2 Decontamination of Project Equipment. Prior to initially entering, and upon reentering areas subject to the this Agreement, Permittee shall decontaminate all tools, waders and boots, vehicles, trailers, and other equipment that will be used in areas regulated by this Agreement and make contact with water or wetted soils. Permittee shall decontaminate Project gear and equipment utilizing one of four methods: drying, using a hot water soak, hot-water pressure washing, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to hard to reach areas and clean areas with a stiff-bristled brush to remove all plant, seeds, soil, and other organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water and all plant, seeds, and soil), preferably in the sun, for a minimum of 48 hours. To decontaminate using hot water, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of 5 minutes or by pressure washing with hot water 140°F minimum at the point of contact or 155°F at the nozzle. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of 8 hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used in contact with water or wet soil within a different watershed, and returned to the Project site.

2.16.3 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other Project gear and equipment in a designated location where runoff can be contained and not allowed to pass into any river, lake, or stream and associated riparian areas and other sensitive habitat areas. Cleaning of equipment may occur at a location that contains and recycles resulting wastewater.

2.17 Stationary Equipment. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as extra booms, absorbent pads, skimmers, shall be on site prior to the start of construction.

2.18 Staging and Storage Areas. Staging/storage areas for equipment and materials shall be located outside of the stream/lake. Any materials placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life shall be removed from the Project site prior to inundation by high flows.

Trash and Pollution Measures

2.19 Trash Abatement and Refuse Removal. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at the end of each work day to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs. Upon completion of Project activities within each Project location, Permittee shall remove and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.

2.20 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.

2.20.1 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil may be washed back into a lake, streambed, or flowing stream where it may impact streambed habitat and aquatic or riparian vegetation.

2.20.2 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any lake, streambed, or flowing stream.

2.20.3 No equipment maintenance shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.

2.21 Spill Containment. All activities performed in or near a stream shall have absorbent materials designated for spill containment and cleanup activities on-site for use in an accidental spill. If a spill occurs the Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the cleanup activities. CDFW shall also be notified within 24 hours by the Permittee and consulted regarding clean-up procedures.

Invasive Species

2.22 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: https://www.cal-ipc.org/plants/inventory/.

2.23 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the Project site is

discovered during Project activities by submitting a completed Suspect Invasive Species Report (available online at: https://wildlife.ca.gov/Conservation/Invasives/Report) and photos to the Invasive Species Program by email at: invasives@wildlife.ca.gov. Notification may also be provided by calling (866) 440- 9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall provide mitigation for permanent and temporary impacts through a combination of 3.1 and Measure 3.2 or Measure 3.3 and each sub-measure thereafter.

3.1 Habitat Restoration – On-site (On-site Temporary Restoration). To compensate for the temporary impacts of 0.081 acre of fish and wildlife resources subject to Fish and Game Code section 1600 et seq., Permittee shall restore no less than 0.081 acre of in-kind streambed and associated habitat.

3.1.1 Restoration of Temporary Impacts. Upon completion of construction activities, Permittee shall restore all temporary impacts to pre-project conditions or better. Restoration activities should include, but not be limited to: contouring the ground surface to pre-impact grade; removing all construction related materials, trash, and debris; and replacing any natural materials/refugia moved during Project activities. Photo documentation and reporting of restoration efforts will be included in the Project Completion Report.

3.2 Habitat Rehabilitation and/or Restoration – Onsite (Mitigation Site). Permittee shall compensate for permanent impacts of 0.324 acre to stream bed, bank, and channel, through the acquisition, and perpetual conservation and management of a “Mitigation Site”, or several mitigation sites, containing no less than 0.972 acre of streambed and stream-associated habitat within Western Riverside County.

The Permittee shall prepare, or fund the preparation of, a Habitat Mitigation and Monitoring Plan (HMMP) to be reviewed and approved by CDFW; and a Long-Term Management Plan (LTMP) designed to sustain or surpass the habitat quality of the Mitigation Site in perpetuity. Permittee shall also establish long-term management funding (Measure 3.2.7 through 3.2.12). Permanent protection and funding for perpetual management of Habitat Management lands must be complete **prior to initiation of Project activities, or within 18 months of starting Project activities if Security is provided.**

3.2.1 Habitat Acquisition and Protection. Permittee shall obtain written approval from CDFW for the proposed Mitigation Site(s) with a minimum of 0.972 acre of onsite streambed and stream-associated habitat. Permittee shall submit a proposed Mitigation Site, including pertinent biological resources

information and a preliminary title report, for CDFW review and approval **no later than five months prior to the start of Project activities OR four months following start of Project activities if Security is provided.**

3.2.2 Mitigation Site Conservation Easement. After CDFW approval of the Mitigation Site and no later than four months prior to the start of Project activities OR six months following start of Project activities **if Security is provided**. Permittee shall provide to CDFW, for review and approval, a draft Conservation Easement (CE) prepared using a CDFW-provided CE template, a preliminary title report, and a Phase I environmental assessment. Permittee shall also provide the necessary documents specified in the *CDFW Habitat Management Land Acquisition Package Checklist for Third Party Beneficiary (TPB) Project Applicants* or a revised version to be provided by CDFW, in preparation for conservation easement(s) recordation. All documents conveying the Mitigation Site(s) and all conditions of title are subject to the review and approval of CDFW prior to recordation of the CE. Permittee shall ensure the preservation and long-term management of the CDFW-approved 0.972 acre of streambed and stream-associated habitat within the Mitigation Site(s) through recordation of a conservation easement(s). Permittee shall record a CE approved by CDFW with an entity, to be approved by CDFW in its sole discretion, acting as grantee for the CE. Permittee shall also provide the necessary documents requested by CDFW for due diligence review at the time the grantee is proposed. CDFW shall be expressly named in the CE as a third-party beneficiary. The CE shall expressly require implementation of the LTMP by the grantor, and land manager, as authorized by the grantor and landowner, and shall expressly require the grantee to monitor implementation of the LTMP. Permittee shall record the CE after CDFW approval of the CE and all associated documents prior to the start of Project activities OR within 18 months following start of Project activities **if Security is provided.** Permittee shall be responsible for all costs associated with the CE, including recording, CE monitoring, and long-term management costs.

3.2.3 Mitigation Site Land Manager. After CDFW approval of the Mitigation Site and no later than four months prior to the start of Project activities OR six months following start of Project activities **if Security is provided**, Permittee shall obtain CDFW approval of a land manager entity to manage the Mitigation Site. Permittee shall identify separate entities to fulfill the grantee and land manager roles and shall not identify the same entity to fulfill both roles. Permittee shall also provide the necessary documents requested by CDFW for due diligence review at the time the land manager is proposed. Permittee shall also obtain CDFW approval of an interim Mitigation Site land manager if they are different than the long-term Mitigation site manager. The interim and/or long-term land managers

may be the landowner or another party approved by CDFW. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW, for review and approval, of any subsequent changes in the land manager within 30 days of the change.

3.2.4 Start-Up Activities. Permittee shall provide for the implementation of start-up activities, including the initial site protection of the CDFW-approved Mitigation Site(s). Start-up activities include, at a minimum: 1) preparing both a HMMP and a LTMP for CDFW approval, 2) conducting baseline biological assessment and land survey report during the first growing season, 3) developing and transferring to the Geographic Information Systems (GIS) data if applicable, 4) establishing initial fencing (if necessary), 5) conducting initial removal of litter and debris, and 6) installing signage.

3.2.5 Habitat Mitigation and Monitoring Plan. **After CDFW approval of the Mitigation Site and no later than four months prior to the start of Project activities OR six months following start of Project activities if Security is provided,** Permittee shall submit to CDFW for review and written approval a Habitat Mitigation and Monitoring Plan (HMMP). At a minimum, the HMMP shall include the following:

3.2.5.1 Restoration Specialist. Preparation of the HMMP shall be by persons with expertise in southern California ecosystems and native plant re-vegetation techniques (restoration specialist). Planting, maintenance, monitoring, and reporting activities shall be overseen by the restoration specialist familiar with restoration of native plants.

3.2.5.2 Site Description. A description of the physical conditions and vegetation communities including a map and GIS shapefiles. Photo-documentation of restored areas shall be provided before and after restoration.

3.2.5.3 Planting Plan. Details of the site preparation consisting of a detailed contouring/grading plan and details of native plant installation (Planting Plan), including the type and number of materials to be used (e.g., local native seeds, cutting, and/or container stock), source(s) of the materials, planting location, methods of installation, and a local California native plant palette. This Planting Plan shall include plantings of both overstory and understory vegetation as appropriate. All seeded/planted species installed shall include only local California native container plants and cuttings and shall be typical of the existing native plant species present within, or immediately adjacent to the site. The Planting Plan shall have adequate detail regarding the sampling

plan so that it can be duplicated by different people and shall include a sample data collection sheet that shows appropriate data to be collected per the proposed sampling methodology.

3.2.5.4 Native Plant Sources. Plant material for revegetation shall be derived from cuttings, materials salvaged from disturbed areas, and/or seeds obtained from randomly selected native trees and shrubs occurring locally within the same drainages. Any replacement tree/shrub stock, if used, which cannot be grown from cuttings or seeds, shall be obtained from a native plant nursery, be ant-free, and shall not be inoculated to prevent heart rot.

3.2.5.5 Sampling Techniques. The sampling techniques (e.g., quadrats, transects, or relevé) to be used to collect quantitative/qualitative data (e.g., vegetation relative/absolute cover, density, diversity indices, recruitment, survivorship, etc.) for baseline conditions and to establish and measure success criteria.

3.2.5.6 Survey Timing. The primary monitoring surveys to determine the success of restoration efforts (survival, cover, and growth of plants) shall be conducted at a minimum twice annually, preferably in May and September.

3.2.5.7 Maintenance Activities. A description of maintenance operations with particular emphasis on invasive species control and watering methods and schedules; details on any irrigation to be used, if applicable, that includes method of watering; sprinkler placement, if applicable; and timing/schedule; irrigation may only be used to help the plants become established during the first three years following planting. Watering/ irrigation of the site shall be discontinued at least two years prior to completion of the monitoring period.

3.2.5.8 Corrective Actions: A description of corrective actions to be taken when restoration measures do not meet the proposed targets.

3.2.5.9 Success Criteria. The HMMP shall identify the success criteria for the Mitigation Site and shall be compared against an appropriate reference site with as good or better-quality habitat then the pre-Project impact site. The reference site shall be approved by CDFW. The success criteria shall include percent relative and absolute cover (invasive and native vegetation), species diversity, abundance, and any other measures of success deemed appropriate by CDFW. Permittee shall be responsible for any cost incurred during the restoration/mitigation

or in subsequent corrective measures.

3.2.5.10 Reporting. Permittee shall have the qualified restoration specialist monitor the recovery of plant, wildlife, and aquatic resources in the area following mitigation implementation. Monitoring of plant, wildlife, and aquatic resources shall be done twice a year as outlined in the HMMP, through the term of restoration. The results and analysis shall be submitted with the annual restoration monitoring report to CDFW by February 1 of each year after mitigation implementation for at least 5 years and until mitigation success criteria have been met. This report shall include the status and any success trends (i.e., comparison throughout the 5 years of monitoring) for the success criteria outlined in the HMMP. Photos from designated photo stations shall be included.

3.2.5.11 Mitigation Success. After the fifth monitoring year, if the site has met the success criteria outlined in the HMMP, CDFW may request a site visit to determine if the mitigation portion of the Agreement is deemed complete. The site should be free of trash and any irrigation infrastructure shall be removed if it was used.

3.2.5.12 Property Analysis Record for Establishment and Success of Restoration Site. The Permittee shall prepare a Property Analysis Record (PAR), or PAR-equivalent analysis (hereinafter "Habitat Restoration PAR") negotiated with the approved restoration ecologist to calculate the amount of funding necessary to ensure planning and engineering, restoration, monitoring, and legal fees for the establishment and success of mitigation sites subject to this Agreement. The analysis should include but is not limited to funding for adaptive invasive species management, trespass, monitoring, and fire management. Permittee shall submit the results of the Habitat Restoration PAR to CDFW for review and approval.

3.2.6 Mitigation Site Long Term Management Plan. **After CDFW approval of the mitigation Site and no later than three months prior to the start of Project activities OR seven months following start of Project activities if Security is provided,** Permittee shall provide a Long-Term Management Plan (LTMP) to CDFW for review and written approval. The LTMP be implemented in perpetuity and shall be designed to sustain or surpass the habitat quality of the Mitigation Site(s) upon achieving HMMP success criteria as approved by CDFW in writing. At a minimum, the LTMP shall identify: 1) a description of the physical conditions of the Mitigation Site upon achieving HMMP success criteria, including water resources and habitat types, and a map that identifies the location of the site; 2) goals

related to sustaining habitat quality, wildlife usage, and overall function of the Mitigation Site; and 3) specific tasks and management strategies proposed to meet those goals, including but not limited to fencing, invasive species management, trash and trespass control, and resource monitoring using a monitoring and management schedule, adaptive management plans, strategies to address foreseeable site disturbances (e.g., dumping, wildfires, unauthorized recreational activities, etc.), and maintenance of signage and fencing. The Permittee shall be responsible for implementing the LTMP and shall submit a Management Report every five years documenting, at a minimum: 1) management activities completed within the previous five-year term, including: (a) any remedial measures completed, (b) details of invasive species management including: (i) species and location where they were treated and/or removed, (ii) the amount and frequency of removal, and (iii) the techniques used, (c) fencing information (d) resource monitoring, adaptive management strategies developed and how they were implemented, and (d) enforcement activity necessary; 2) an assessment of overall habitat quality within the Mitigation Site, including: (a) any changes to native and non-native vegetation cover, (b) any shifts in habitat type, (c) any loss of habitat cover, (d) any change in water resources, and (e) any new invasive species observed; and 3) an evaluation of the success or failure of management strategies implemented and any changes to management strategies proposed in response to the successes or failures. The Management Report shall include photos documenting the management activities.

3.2.7 Mitigation Site Endowment Fund. Permittee shall ensure that the Mitigation Site is perpetually managed, maintained, and monitored by the land manager as described in this Agreement, the CE, and the LTMP approved by CDFW. After obtaining CDFW approval of the Mitigation Site, Permittee shall provide long-term management funding for the perpetual management of the Mitigation Site by establishing a separate long-term management fund (Endowment) for the site. The Endowment is a sum of money, held in a CDFW-approved fund that provides funds for the perpetual management, invasive species control (as needed), monitoring, and other activities on the Mitigation Site consistent with the management plan(s) required by Measure 3.2.4. Endowment as used in this Agreement shall refer to the endowment deposit and all interest, dividends, other earnings, additions, and appreciation thereon. The Endowment shall be governed by this Agreement, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the Mitigation Site according to LTMP. The long-term land manager shall be obligated to manage and monitor the Mitigation Site in perpetuity to preserve their conservation values in accordance with this

Agreement, the CE, and the LTMP. Such activities shall be funded through the Endowment.

3.2.8 Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be an entity qualified pursuant to Government Code sections 65965-65968, as amended, and approved in writing by CDFW in its sole discretion. Permittee shall submit to CDFW a written proposal for an Endowment Manager along with a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). CDFW shall notify Permittee in writing of its approval or disapproval of the proposed Endowment Manager. If CDFW does not approve the proposed Endowment Manager, it shall provide Permittee with a written explanation of the reasons for its disapproval.

3.2.9 Endowment Funds Deposit. After obtaining CDFW written approval of the Mitigation Sites, LTMP, and Endowment Manager, Permittee shall prepare in coordination with the land manager, a Long-Term Management Endowment PAR (or PAR-equivalent analysis) to calculate the amount of funding necessary to ensure the long-term management of the Mitigation Site (Endowment Deposit Amount) consistent with the LTMP and **to fund the grantee for CE monitoring**. The Permittee shall submit to CDFW for review and approval the results of the Long-Term Management Endowment PAR before transferring funds to the Endowment Manager and **no later than three months prior to the start of Project activities OR seven months following start of Project activities if Security is provided.**

3.2.10 Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the Long-Term Management Endowment PAR and adjust for any additional administrative, periodic, or annual fee. The capitalization rate used to calculate the PAR shall be 3.5% or less, unless otherwise approved in writing by CDFW.

3.2.11 Endowment Buffers/Assumptions. Permittee shall include in the Long-Term Management Endowment PAR assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:

3.2.11.1 10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.

3.2.11.2 Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three

years after full funding.

3.2.11.3 Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.

3.2.12 Transfer Long-term Endowment Funds. Permittee shall transfer the Long-Term Endowment Funds to the Endowment Fund Manager upon CDFW approval of the Endowment Deposit Amount identified above **prior to the start of Project activities OR within 18 months following start of Project activities if Security is provided**. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this Agreement, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

3.3 Habitat Re-establishment /Rehabilitation – Offsite (Mitigation Bank). Permittee shall compensate for the acres of permanent impacts to stream bed, bank, and channel, through the acquisition of no less than 0.486 acre of streambed or riparian habitat re-establishment and 0.486 acre of rehabilitation credits through a mitigation bank within Western Riverside County, that has been approved in writing by CDFW. Written CDFW approval of the mitigation bank is required **prior to purchase of credits**. Mitigation credits shall be purchased, and receipt provided to CDFW, **at least 30 days prior to the initiation of Project activities or within 12 months following start of Project activities if Security is provided**, which includes staging and site preparation, unless security is provided pursuant to Measure 3.4. **If mitigation credits are not available for purchase within 10 months following start of Project activities, then Measure 3.2 shall be implemented instead of the purchase of mitigation credits and shall be completed within 18 months following start of Project activities if Security is provided.**

3.4 Security. If permanent protection and funding for perpetual management of compensatory habitat is not complete prior to the initiation of Project activities, Permittee shall provide financial security in the form of a Letter of Credit (LOC) (LOC Form provided upon request), or other form of security approved by CDFW, for an amount sufficient for CDFW or its contractors to complete land acquisition, property enhancement/restoration, initial management and site protection, and perpetual management and monitoring of the 0.972-acre Mitigation Site. The LOC shall be submitted to CDFW for approval and shall be executed no later than 30 days prior to initiation of Project activities.

3.4.1 Draft Copy of LOC. The Permittee shall provide a draft copy of the LOC, or other form of security approved by CDFW, to CDFW at the address listed below for review and approval [no later than 60 days prior to initiation of Project activities and] prior to execution of security. The LOC shall not be executed

without CDFW's prior approval.

3.4.2 Expiration of LOC. In the event that the LOC will expire before the mitigation obligations have been met, the Permittee shall be responsible for providing CDFW a new LOC to replace the existing LOC at least sixty (60) days prior to the expiration date.

3.4.3 Execution of LOC. If CDFW will hold a cash security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (please request for a template from the CDFW scientist assigned to this Project). Otherwise, upon execution of the LOC, or other form of security approved by CDFW, the Permittee shall provide the original to the address listed on the LOC template, and one copy of the executed document to CDFW at the address listed below.

3.4.4 The LOC, or other form of security approved by CDFW, shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to complete the compensatory mitigation measures of this Agreement.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Notification at the Start and End of Work. The Permittee shall notify CDFW, in writing, at least five (5) days prior to re-initiation of Project-related activities and at least five (5) days prior to completion of Project and mitigation activities. Permittee shall document compliance with all pre-Project Conditions of Approval before starting work through submitting a copy of the MMRP table with notes showing current implementation status and date of completion of each mitigation measure. Notification shall be sent to the email address: R6LSAReporting@wildlife.ca.gov, Reference # EPIMS-RIV-55629-R6, and cc: Enola.Fulgencio@wildlife.ca.gov.

4.2 Reporting. All surveys, pre- and post- construction notifications, monitoring reports, and any other required communication between the Permittee and CDFW shall be submitted in digital copy to R6LSAReporting@wildlife.ca.gov. Please reference # EPIMS-RIV-55629-R6 and cc: Enola.Fulgencio@wildlife.ca.gov. The electronic files shall include GIS shapefiles, along with the appropriate metadata, of the Project area and any mitigation areas. If CDFW requests hard copies of any documentation, Permittee shall mail hard copies to 3602 Inland Empire Blvd., Suite C- 220, Ontario, CA 91764, Attn: Lake and Streambed Program. Please reference # EPIMS-RIV-55629-R6.

4.3 List of Designated Biologist(s). The Permittee shall submit a proposed list of Designated Biologist(s) to CDFW for review at least 30 days prior to Project start.

CDFW will provide a written response within 21 days of Permittee submittal, unless a shortened review period is otherwise agreed to by CDFW in writing (email or letter). The list may be updated at any time by CDFW or the Permittee with the prior approval of CDFW.

4.4 Nesting Bird, Burrowing Owl, and Least Bell's Vireo Survey Report. Prior to commencement of Project activities addressed by this Agreement, the Permittee shall submit to CDFW the results of pre-construction nesting bird, burrowing owl, and least Bell's vireo surveys completed pursuant to this Agreement.

4.5 Nesting Bird Summary Report. Permittee shall prepare and submit to CDFW a summary of nesting species identified onsite, discovery of nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. Summary reports shall be submitted on a weekly basis until there is no further evidence of nesting activity. If the Project results in the abandonment of or damage to a nest, Permittee shall notify CDFW within 24 hours.

4.6 Pre-construction Sensitive Plant Survey Report. Prior to commencement of Project activities addressed by this Agreement, the Permittee shall submit to CDFW the results of pre-construction vegetation and sensitive plant surveys completed pursuant to this Agreement.

4.7 Crotch's Bumble Bee – Habitat Mapping Report. No less than 120 days prior to initiation of activities addressed by this Agreement, Permittee shall submit a baseline habitat report of the project site (including channel side slopes). The report will identify habitat alliances following Sawyer et al. (2009), as well as species composition. A map of habitat alliances will be included in the report and GIS files of the habitat mapping will be submitted to CDFW with the report.

4.8 Crotch's' Bumble Bee – Survey Plan. If habitat mapping identifies the presence of suitable habitat, no less than 90 days prior to initiation of project activities addressed by this Agreement, Permittee shall submit to CDFW for review and comment a survey plan for Crotch's' bumble bee. The survey plan shall be created in coordination with the Designated Biologist. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's' bumble bee be detected within the project area.

4.9 Crotch's' Bumble Bee – Survey Results. Survey results shall be submitted to CDFW within 30 days completion of survey efforts. The report will be prepared by the Designated Biologist and will describe survey results.

4.10 Diversion Plan. If Project activities are proposed at any time when flowing water is present, or reasonably anticipated, no later than 30 days prior to commencement of Project activities addressed by this Agreement, Permittee shall submit to CDFW for review and approval a detailed water diversion/dewatering plan. Dewatering structures may include the use of sand

bags, Port-a dams, water bladder dams, K-rails, or driven sheet metal coffer dams. CDFW will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. Permittee may not commence dewatering of a stream/diversion of water without explicit approval from CDFW.

4.11 On-site Resource Updates. Permittee shall provide updates on the status/outcome of any new or previously identified resource, and any adjustments made to applied avoidance, minimization, and mitigation measures, and any other pertinent information. Summaries shall be submitted on a monthly basis during periods of Project activity until Project completion or monitoring is complete. Monitoring reports of any passively relocated species shall also be included. The updates shall be provided to CDFW as a Status Report in EPIMS, and any unsupported file type shall be emailed to the addresses below. CDFW may adjust the rate of updates in writing. If the Project results in the abandonment of or damage to a resource, Permittee shall notify CDFW within 24 hours via phone call or email at the contact information listed below.

4.12 Photo Documentation. The Permittee shall include, at minimum, pre-Project and post-Project color photographs taken from fixed locations of all Project areas within or directly adjacent to stream habitat. Two photo monitoring points shall be established at each stream impact area. Each photo point shall have an unobstructed view of the disturbed streambed area. Photo documentation shall be performed from each photo point prior to Project initiation and after Project completion. These photos shall be included in the Project Completion Report.

4.13 Project Completion Report. Permittee shall provide a Project Completion Report to CDFW via EPIMS no later than one month after the Project is fully completed. The Project Completion Report shall summarize all Project activities including the implementation of all items specified in Section 2 of this Agreement. This report shall include, at minimum, photo documentation, avoidance/minimization measures implemented, biological survey notes (including construction monitoring), and a summary of temporary and permanent restoration efforts with photo documentation. Permittee shall include a copy of the Mitigation and Monitoring Reporting Plan table with notes showing status and date of implementation for each of the mitigation measures. Notification shall be submitted via EPIMS and emailed to: R6LSAReporting@wildlife.ca.gov, please reference Notification No. EPIMS-RIV-55629-R6, and cc: Enola.Fulgencio@wildlife.ca.gov.

4.14 Notification to CNDDB. If any special-status or listed species are/have been observed on or in proximity to the Project site, Permittee shall submit California Natural Diversity Data Base (CNDDB) forms and maps to the CNDDB within five working days of the sightings. The CNDDB form is available online at: https://www.wildlife.ca.gov/Data/CNDDB/Submitting-Data. A digital copy of this information shall also be emailed within five days to CDFW. Please reference Notification No. EPIMS-RIV-55629-R6.

4.15 Compliance. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's mitigation, monitoring, and reporting efforts. CDFW may, at its sole discretion, review relevant documents maintained by the Permittee, interview the Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through Environmental Permit Information Management System (EPIMS) as instructed by CDFW.

To Permittee:

City of Wildomar
EPIMS-RIV-55629-R6
Clinton Keith Road Widening Project
23873 Clinton Keith Rd., Suite 110
Wildomar, CA 92595
jfarag@cityofwildomar.org

To CDFW:

Department of Fish and Wildlife
Inland Deserts Region
EPIMS-RIV-55629-R6
Clinton Keith Road Widening Project
R6LSAReporting@wildlife.ca.gov
cc: Enola.Fulgencio@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq*. (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at https://www.wildlife.ca.gov/Conservation/CEQA/Fees.

TERM

This Agreement shall expire on March 18, 2030, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term.

Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

A. Exhibit A. Regional Location of Clinton Keith Road Widening Project

B. Exhibit B. Project Site Map of Clinton Keith Road Widening Project

C. Exhibit C. Project Impact Map of Clinton Keith Road Widening Project

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's EPIMS, the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Exhibit A



Exhibit A. Regional Location of Clinton Keith Road Widening Project

Exhibit B

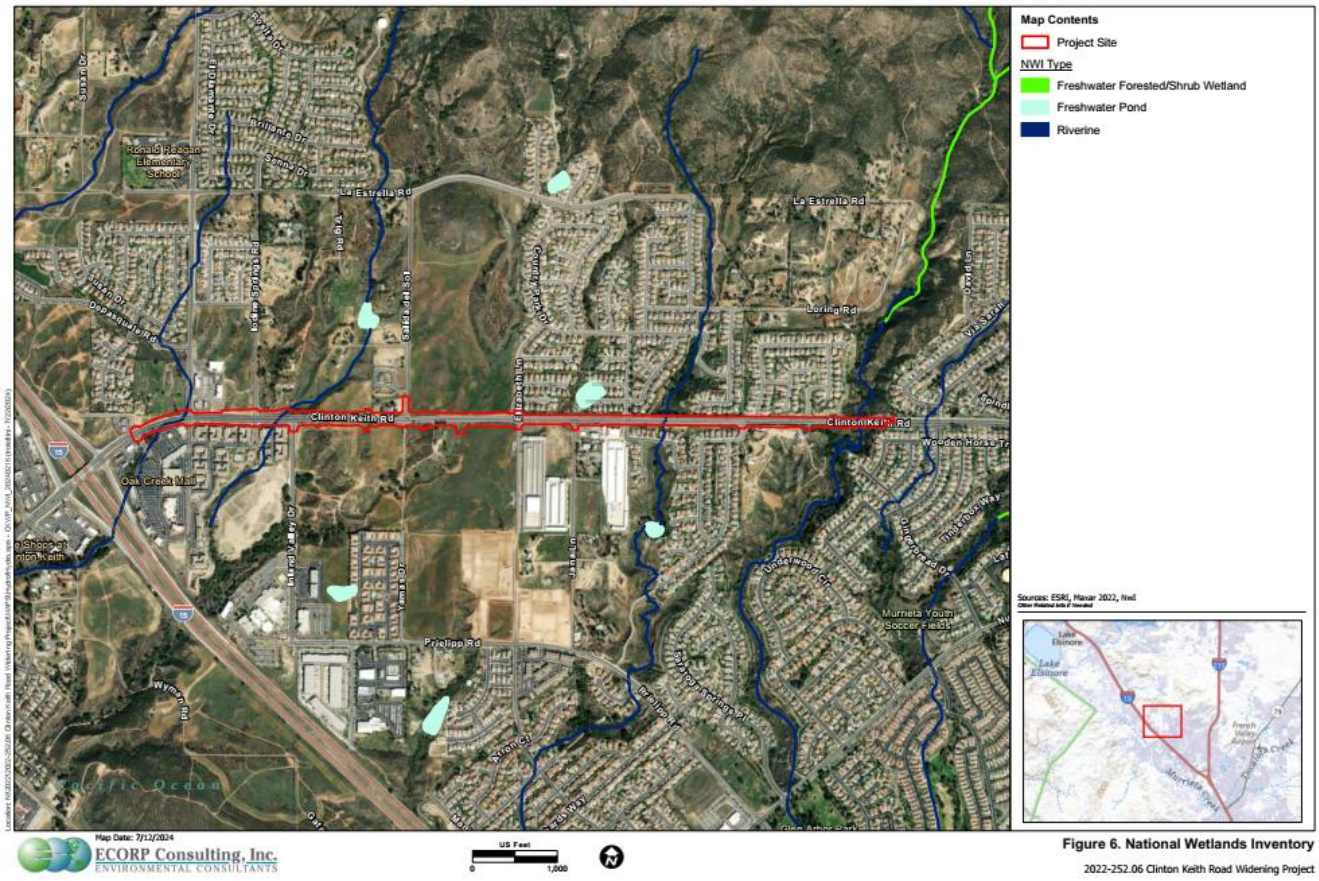
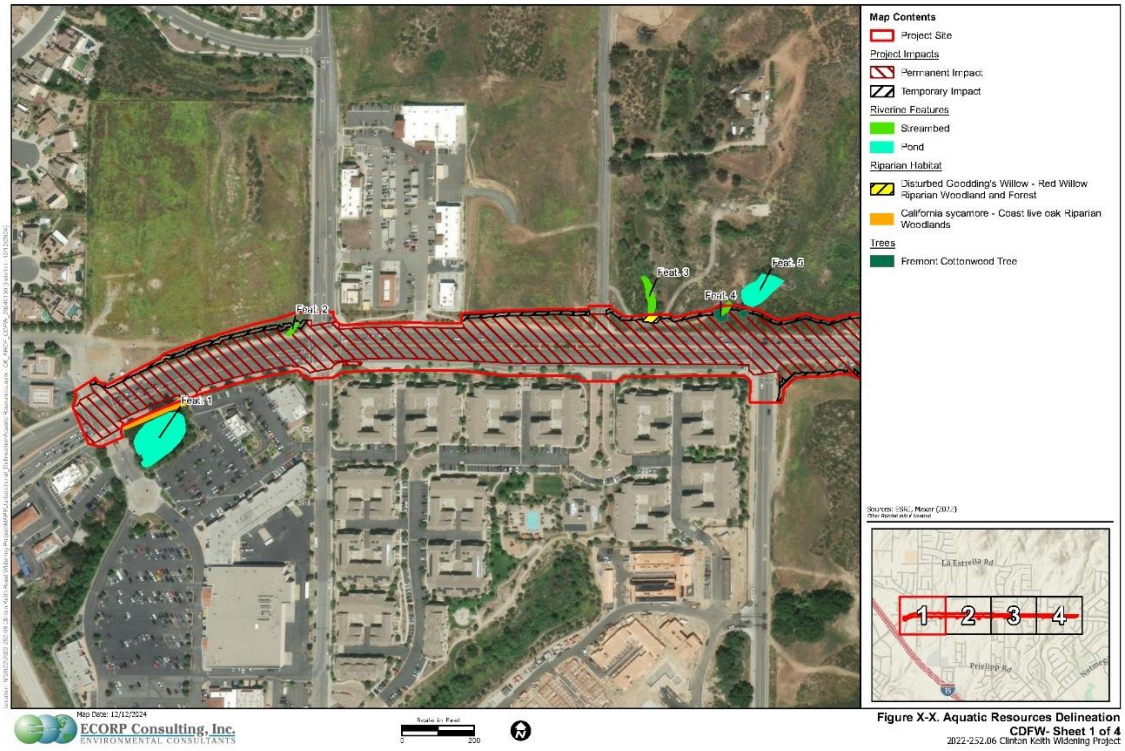


Exhibit B. Project Site Map of Clinton Keith Road Widening Project

Exhibit C



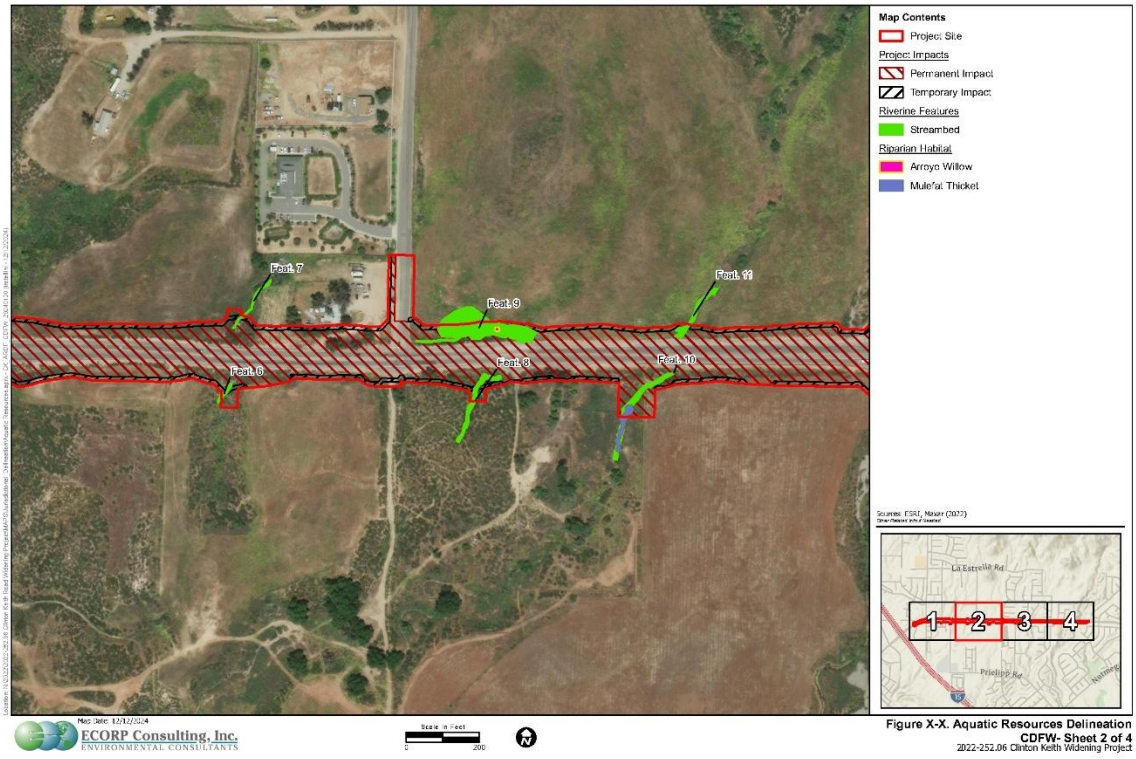
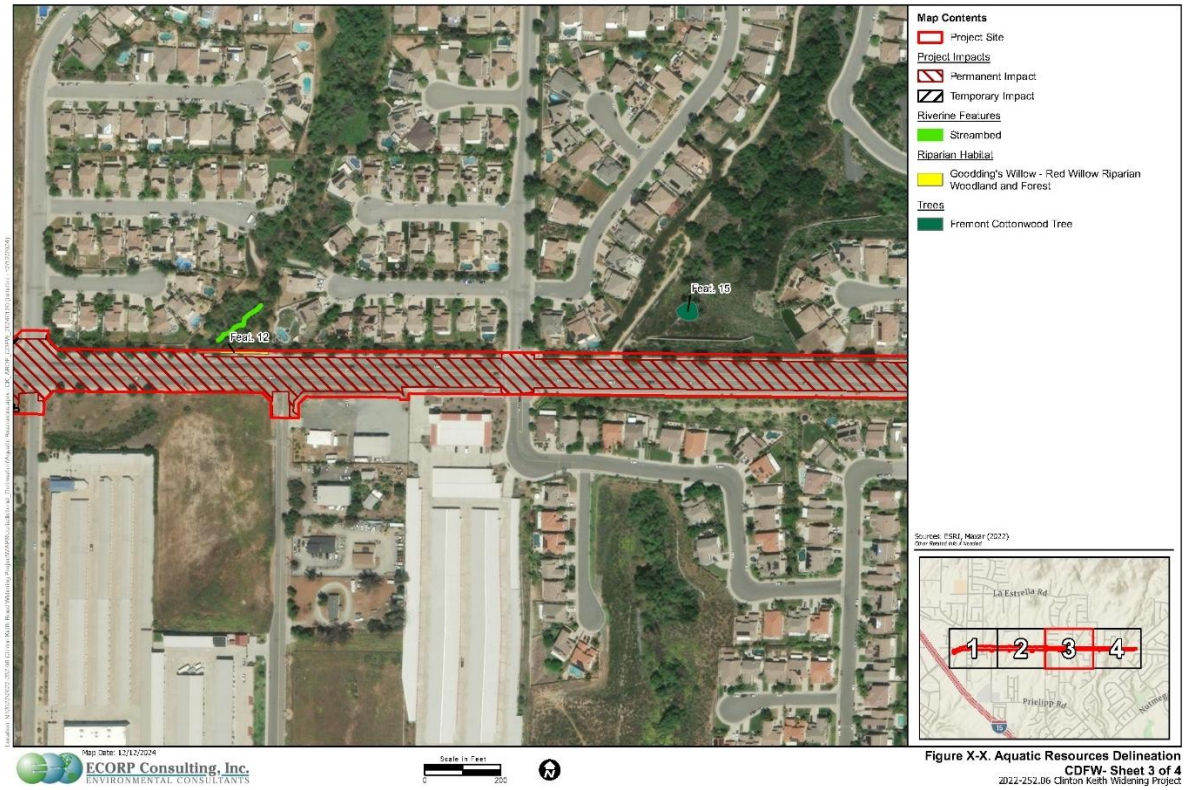


Exhibit C. Project Impact Map of Clinton Keith Road Widening Project (Sections 1 & 2)



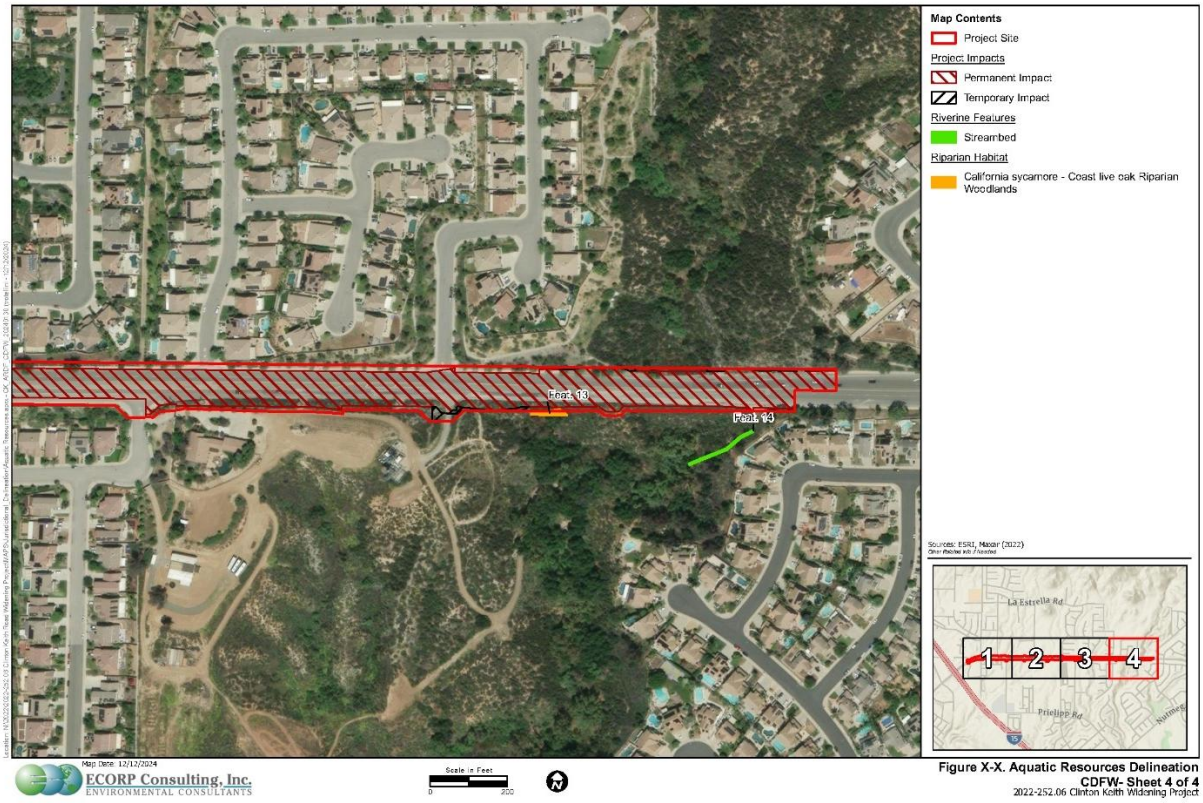


Exhibit C. Project Impact Map of Clinton Keith Road Widening Project (Sections 3 & 4)

Exhibit 3

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

MITIGATION MONITORING AND REPORTING PLAN (MMRP)

LAKE OR STREAMBED ALTERATION AGREEMENT

LAKE OR STREAMBED ALTERATION AGREEMENT NO. EPIMS-RIV-55629-R6
PERMITTEE: City of Wildomar
PROJECT: Clinton Keith Road Widening Project

PURPOSE OF THE MMRP

The purpose of the MMRP is to ensure that the impact mitigation measures required by the Department of Fish and Wildlife (CDFW) for the above-referenced Lake or Streambed Alteration Agreement EPIMS No. RIV-55629-R6 (Agreement) are properly implemented, and thereby to ensure compliance with, section 15097 of the California Code of Regulations and section 21081.6 of the Public Resources Code. A table summarizing the mitigation measures required by Fish and Game Code 1600 et seq. is attached. This table is a tool for use in monitoring and reporting on implementation of mitigation measures, but the descriptions in the table do not supersede the mitigation measures set forth in the Agreement, and the omission of a permit requirement from the attached table does not relieve the Permittee of the obligation to ensure the requirement is performed.

OBLIGATIONS OF PERMITTEE

Permittee has the primary responsibility for monitoring compliance with all mitigation measures and for reporting to CDFW on the progress in implementing those measures. These monitoring and reporting requirements are set forth in the Agreement itself and are summarized at the front of the attached table.

VERIFICATION OF COMPLIANCE, EFFECTIVENESS

CDFW may, at its sole discretion, verify compliance with any mitigation measure or independently assess the effectiveness of any mitigation measure.

TABLE OF MITIGATION MEASURES

Table 1. The following items are identified for each Mitigation Measure: Mitigation Measure number (#), Mitigation Measure Submittal, Timeline for Submittal, Date Submitted to CDFW, Date Reviewed or Approved by CDFW, and Notes on Status. The # column indicates the mitigation measure number in the Agreement. The Mitigation Measure column summarizes the mitigation, monitoring, and reporting requirements contained in the Agreement. The Timeline column shows the date or phase when each mitigation measure will be implemented. The Responsible Party column identifies the entity that is primarily responsible for implementing the mitigation measure. The Status/Date/Initials column shall be completed by the Permittee during preparation of each Status Report and the Final Mitigation Report. The Permittee must identify the implementation status of each mitigation measure, the date that status was determined, and the initials of the person determining that status.

#	Mitigation Measures	Implementation Schedule	Responsible Party	Status/Date/Initials
Pre-project Activities				
1.8	Notify CDFW Prior to Work	Minimum of 5 days before commencing ground- or vegetation-disturbing activities.	Permittee	
2.1	Designated Biologist(s) and Biological Monitor(s) (approval)	Minimum of 45 days before commencing ground- or vegetation-disturbing activities.	Permittee	
2.5	Delineate Work Area Boundary	Before commencing ground- or vegetation-disturbing activities.	Permittee	
2.8	Educational Program	Before commencing ground- or vegetation-disturbing activities.	Permittee	
2.8.1	Invasive Species Education Program	Before commencing ground- or vegetation-disturbing activities.	Permittee	
2.10.1	Pre-construction Surveys	Three days before commencing ground- or vegetation-disturbing activities.	Permittee	

#	Mitigation Measures	Implementation Schedule	Responsible Party	Status/Date/Initials
2.13.1	Burrowing Owl Habitat Assessment	Before commencing ground- or vegetation-disturbing activities.	Permittee	
2.13.2	Focused Survey for Burrowing Owls	30-60 days before commencing ground- or vegetation-disturbing activities.	Permittee	
2.13.3	Burrowing Owl Pre-Construction Inspection	Within 3 days before commencing ground- or vegetation-disturbing activities.	Permittee	
2.13.4	Burrowing Owl Survey Results	Within 10 days of survey completion and minimum of 21 days before commencing ground- or vegetation-disturbing activities	Permittee	
2.13.6	Burrowing Owl Plan	At least 30 days before commencing ground- or vegetation-disturbing activities.	Permittee	
1.11	Work According to Plans	At least 30 days before commencing ground- or vegetation-disturbing activities.	Permittee	
3.3	Habitat Re-establishment/Rehabilitation – Offsite Mitigation Bank	At least 30 days before commencing ground or vegetation distribution activities	Permittee	
3.2.2	Mitigation Site Conservation Easement (approval)	18 months before commencing ground- or vegetation-disturbing activities.	Permittee	

#	Mitigation Measures	Implementation Schedule	Responsible Party	Status/Date/Initials
3.2.3	Mitigation Site Land Manager (approval)	Four months before commencing ground- or vegetation-disturbing activities or six months following the start of project activities if security is provided.	Permittee	
3.2.5	Habitat Mitigation and Monitoring Plan (approval)	Four months before commencing ground- or vegetation-disturbing activities or six months following the start of project activities if security is provided.	Permittee	
3.2.6	Mitigation Site Long Term Management Plan (approval)	Three months before commencing ground- or vegetation-disturbing activities or seven months following the start of project activities if security is provided.	Permittee	
3.2.9	Endowment Funds Deposit (approval)	Three months before commencing ground- or vegetation-disturbing activities or seven months following the start of project activities if security is provided.	Permittee	
3.2.12	Transfer Long-term Endowment Funds (approval)	Prior to commencing ground- or vegetation-disturbing activities or within 18 months following the start of project activities if security is provided.	Permittee	

#	Mitigation Measures	Implementation Schedule	Responsible Party	Status/Date/Initials
3.4	Security (approval)	At least 30 days prior to the initiation of project activities.	Permittee	
3.4.1	Draft Copy of LOC (approval)	No later than 60 days prior to initiation of project activities and prior to execution of security.	Permittee	
3.4.2	Expiration of LOC	At least 60 days prior to the expiration date.	Permittee	
4.1	Notification at the Start and End of Work	At least 5 days prior to initiation of project-related activities and at least 5 days prior to completion of project and mitigation activities.	Permittee	
4.3	List of Designated Biologist(s) (approval)	At least 45 days prior to initiation of Project-related activities	Permittee	
4.4	Nesting Bird, Burrowing Owl, and Least Bell's Vireo Survey Report	At least one business day prior to commencement of Project activities	Permittee	
4.5	Nesting Bird Summary Report	On a weekly basis until there is no further evidence of nesting activity. If the Project results in the abandonment of or damage to a nest, Permittee shall notify CDFW within 24 hours	Permittee	
4.10	Diversion Plan (approval)	Minimum of 30 days before commencing ground- or vegetation-disturbing activities.	Permittee	

#	Mitigation Measures	Implementation Schedule	Responsible Party	Status/Date/Initials
4.11	On-site Resource Updates	On a monthly basis during periods of Project activity until Project completion or monitoring is complete	Permittee	
4.14	Notification to CNDDB	Within 5 working days of the sightings.	Permittee	
During Project Operations				
2.9.1	Excavated Areas	At the end of each workday.	Permittee/ Biologists	
4.2	Reporting	No less than once weekly.	Permittee	
2.11	Least Bell's Vireo	Approximate starting date of March 15th	Permittee	
2.13.5	Burrowing Owls Observed During Construction	During project implementation and construction.	Permittee	
3.1	Habitat Rehabilitation and/or Restoration – On-site (Temporary)	Within 18 months of starting project activities if security is provided.	Permittee	
3.2	Habitat Rehabilitation and/or Restoration – On-site (Permanent)	Within 18 months of starting project activities if security is provided.	Permittee	
Post-project Activities				
4.13	Project Completion Report.	No later than one month after the Project is fully completed.	Permittee	

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.10
Meeting Date: October 13, 2025

SUBJECT: Clinton Keith Road Slope Easement Vacation (Chiquito Battery Energy Storage Facility)

SUBMITTED BY: Jason Farag, Public Works Director/City Engineer

PREPARED BY: Jason Farag, Public Works Director/City Engineer

ACTION:
Adopt a Resolution entitled:

RESOLUTION NO. 2025-____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA SUMMARILY VACATING A CITY SLOPING EASEMENT AND RESERVING AND EXEMPTING CERTAIN EASEMENTS THEREIN FROM SUCH VACATION, PURSUANT TO STREETS AND HIGHWAYS CODE CHARTER 4, ARTICLE 2, SECTION 8330 ET SEQ.

SUMMARY:
Vacating of a slope easement on the northerly side of Clinton Keith Road, between Palomar Street and Grand Avenue, affecting APN 380-150-019 (Chiquito Battery Storage Facility).

BACKGROUND:
Prior to City incorporation, the County obtained a non-exclusive easement for slope purposes across a portion of Lot 57 of Block K on File in Book 4, Page 174 of Maps, Records of San Diego County. This easement is located within APN 380-150-019, which is the site of the approved Chiquito Battery Energy Storage Facility (Project). The easement is blanket in nature, meaning that it covers the entire property. The easement allows for sloping and roadway purposes.

DISCUSSION:
As part of the development of the Project, the property owner/developer has requested that the City terminate the slope easement so that they can proceed with the development of their site as entitled. Clinton Keith Rd. at this location is almost at its full width, with the Development Project responsible to provide additional widening and frontage improvements to bring the north side of the road to the ultimate width per the General Plan. The roadway elevation and the property elevation are close enough such that a roadway slope does not currently exist on the property and would not reasonably be required in the future. As a result, the City no longer needs the easement for sloping and roadway purposes and the easement may be vacated. The City will reserve from the vacation two Southern California Edison electric utility easements and two easements benefiting the City for street widening and bridge purposes and street and drainage purposes.

Staff recommends that the City Council adopt the attached Resolution to vacate the slope

easement while reserving certain other easements.

FISCAL IMPACT:
Costs associated with this easement vacation are covered by developer fees for the Project.

ATTACHMENTS:
Resolution

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA SUMMARILY VACATING A CITY SLOPING EASEMENT AND RESERVING AND EXEMPTING CERTAIN EASEMENTS THEREIN FROM SUCH VACATION, PURSUANT TO STREETS AND HIGHWAYS CODE CHARTER 4, ARTICLE 2, SECTION 8330 ET SEQ.

WHEREAS, through County of Riverside ("County") Instrument No. 2011-6711, Burt Taylor and Eva J. Taylor granted a "blanket" easement to the County for sloping and roadway purposes ("Subject Property"); and

WHEREAS, Streets and Highways Code § 8308 defines a "street" and "highway" to include "sloping easements"; and

WHEREAS, in 2008, the City of Wildomar ("City') assumed the subject easement from the County though its incorporation and annexation of County property pursuant to Streets and Highways Code § 989 and Government Code §§ 57329 and 57385; and

WHEREAS, the City has not utilized the Subject Property and desires to abandon the easement and convey it back to the underlying property owner ("Property Owner"); and

WHEREAS, pursuant to Streets and Highways Code § 8334, summary vacation may occur when an excess right-of-way of a street or highway is not required for street or highway purposes; and

WHEREAS, the Subject Property's proposed vacation area is legally described in Exhibit "A" ("Vacation Area"); and

WHEREAS, Exhibit "A" is incorporated into this Resolution by reference; and

WHEREAS, Streets and Highways Code § 8340 et seq. allows the City to reserve and exempt from vacation certain easements; and

WHEREAS, the City seeks to reserve from vacation two existing Southern California Edison (the "SCE Reserved Easements") electric utility easements in the Vacation Area and two easements benefitting the City, respectively for street widening and bridge purposes and street and drainage purposes (the "City Reserved Easements"); and

WHEREAS, the SCE Reserved Easements are respectively described in the legal descriptions attached hereto as Exhibits "B" and "C," which are incorporated by reference, and the City Reserved Easements are respectively described in the legal

descriptions attached hereto as Exhibits “D” and “E,” which are incorporated by reference; and

WHEREAS, pursuant to Streets and Highways Code § 8351, upon vacation, title to the property previously subject to the easement reverts to the owner of the fee free from the easement; and

WHEREAS, the City desires that the Subject Property/Vacation Area be summarily vacated to return the underlying fee to the Property Owner, subject to the reservation and exemption of the SCE Reserved Easements and City Reserved Easements from such vacation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. *Findings*.

A. *Incorporation.* The findings in the recitals above are incorporated herein by reference as if set forth in full.

B. *General Plan Conformity*. The City Council finds that the vacation of the Vacation Area is consistent with the City’s General Plan, in accordance with Government Code § 65402. The vacation of the Vacation Area is consistent with the General Plan as it will further General Plan Goal CI 1 which seeks to establish a “well-connected transportation network that is safe, comfortable, efficient, and accessible by users of all ages, abilities, and modes of travel, including pedestrians, bicyclists, drivers, equestrians, transit users, and movers of commercial goods.” Here, the efficient use of City streets and highways supports the efficient use of the streets in the Vacation Area as the roadbed has been sufficiently developed and graded, and the City no longer requires the Vacation Area for street or highway purposes.

C. *Vacation Basis.* Pursuant to Streets and Highways § 8334, the sloping easement in the vacation areas constitutes an excess right-of-way not required for street or highway purposes because it is unnecessary for the present and prospective public use.

D. *Environmental Review.* That the actions taken pursuant to this Resolution are categorically exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to § 15305 of the CEQA Guidelines, for minor alterations to land.

SECTION 2. *Vacation.*

A. *Vacation.* Based on the findings above, the City Council summarily vacates the Vacation Area pursuant to Streets and Highways Code Chapter 4, Article 2, § 8334.

B. *Reservation of Easements.* Notwithstanding subsection A, above, the SCE Reserved Easements and City Reserved Easements are reserved and exempted from the vacation of the Vacation Area ordered herein, pursuant to Streets and Highways Code § 8340 et seq.

SECTION 3. *Direction*. Pursuant to Streets and Highways Code § 8336, the City Clerk is directed to record a certified copy of this Resolution, attested by the City Clerk under seal, in the office of the Riverside County Recorder.

SECTION 4. *Effectiveness*. This Resolution will take effect upon adoption. Pursuant to Streets and Highways Code § 8336 the summary vacation of the Easement will be effective upon recordation of this Resolution in the office of the Riverside County Recorder. From and after the date this Resolution is recorded, the Vacation Area will no longer constitute a right of way for street or highway purposes.

PASSED, APPROVED, AND ADOPTED this 13th day of October, 2025.

Ashlee DePhillippo, Mayor

ATTEST:

Janet Morales, CMC, City Clerk

APPROVED AS TO FORM:

Thomas D. Jex, City Attorney

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

I, Janet Morales, City Clerk of the City of Wildomar, do hereby certify that the foregoing Resolution No. 2025-__ was duly adopted by the City Council of the City of Wildomar at a regular meeting thereof, held on the ___ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Janet Morales, CMC
City Clerk
City of Wildomar

EXHIBIT "A"

VACATION AREA LEGAL DESCRIPTION

That portion of Lot 57, Block K as shown on Map of Blocks K, L and M, Elsinore, California on file in Book 4, page 174 of Maps, Records of San Diego County, California, more particularly described as follows:

Beginning at the most southerly corner of that certain parcel of land conveyed to Hugh Bell and Jacob Forst by deed recorded June 13, 1966 as Instrument No. 60864, Official Records of Riverside County, California;

Thence S. 37°08'02" W., along the southeasterly line of said Lot 57, a distance of 249.76 feet to the beginning of a tangent curve concave northwesterly and having a radius of 1970.00 feet;

Thence northeasterly along the arc of said curve through a central angle of 7°17'01", a distance of 250.43 feet to a point of intersection in the southwesterly line of said certain parcel of land conveyed to Hugh Bell and Jacob Forst;

Thence S. 52°51'58" E., along the southwesterly line of said certain parcel of land conveyed to Hugh Bell and Jacob Forst, a distance of 15.90 feet to the point of beginning.

Containing 0.030 acres, more or less.

Reference is made to Right of Way Map No. 798 RR on file in the Office of the County Surveyor of Riverside County, California.

The undersigned hereby grants to the County of Riverside the privilege and right to extend and maintain variable excavation slopes on the land of the undersigned beyond the limits of the above described 60-foot strip of land where required for the construction and maintenance of a 40-foot width of roadbed.

EXHIBIT "B"

FIRST SCE RESERVED EASEMENT

EASEMENT AND RIGHTS INCIDENTAL THERETO FOR PUBLIC UTILITIES TO SOUTHERN CALIFORNIA EDISON COMPANY, AS SET FORTH IN A DOCUMENTS RECORDED SEPTEMBER 23, 1992, INSTRUMENT NO. 358320 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY AND DESCRIBED BELOW

A strip of land, 25.00 feet wide, lying within that portion of Lot 57 in Block "K" of Elsinore, as shown by map on file in Book 4, page 174 of Maps, in the office of the County Recorder of the County of San Diego, as described in that certain Grant Deed to Stanley B. Smith and Verna I. Smith, husband and wife, recorded October 21, 1980, as Instrument No. 194728 of Official Records, in the office of the County Recorder of said Riverside County.

The curved Southeasterly line of said strip of land, 25.00 feet wide, being coincident with the curved Northwesterly line of Clinton Keith Road, as said curved Northwesterly line is shown on map of Record of Survey, filed in Book 67, page 95, of Records of Survey, in the office of said County Recorder.

EXHIBIT "C"

SECOND SCE RESERVED EASEMENT

EASEMENT AND RIGHTS INCIDENTAL THERETO FOR PUBLIC UTILITIES TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, AS SET FORTH IN A DOCUMENT RECORDED APRIL 12, 1991 AS INSTRUMENT NO. 91-120469 OF OFFICIAL RECORDS AND DESCRIBED BELOW.

The Southeasterly 25.00 feet of that portion of Lot 57 in Block "K" of Elsinore, as shown by map on file in Book 4, page 174 of Maps, in the office of the County Recorder of the County of San Diego, as described in that certain Grant Deed to Joseph R. Blake and Lois F. Blake, husband and wife, recorded July 19, 1977, as Instrument No. 135186 of Official Records, in the office of the County Recorder of said Riverside County.

The curved Southeasterly line of said strip of land, 25.00 feet wide, being coincident with the curved Northwesterly line of Clinton Keith Road.

EXHIBIT "D"

FIRST CITY RESERVED EASEMENT

EASEMENT AND RIGHTS INCIDENTAL THERETO FOR WIDENING CLINTON KEITH ROAD AND BRIDGE AT MURRIETA CREEK TO COUNTY OF RIVERSIDE, AS SET FORTH IN A DOCUMENT RECORDED DECEMBER 9, 1998, AS INSTRUMENT NO. 535071, OF OFFICIAL RECORDS AND DESCRIBED BELOW.

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED TO STANLEY B. SMITH ET. UX, BY DEED RECORDED OCTOBER 21, 1980, AS INSTRUMENT NUMBER 194728, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 67, PAGE 95, ALL RECORDS OF THE RECORDER, RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF LOT 57 IN BLOCK "K" OF ELSINORE, AS PER MAP RECORDED IN BOOK 4, PAGE 174 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, LYING IN THE LA LAGUNA RANCHO AND IN PROJECTED SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND AVENUE (80.00 FEET WIDE) AND CLINTON KEITH ROAD (85.00 FEET WIDE) AS SHOWN ON SAID RECORD OF SURVEY;

THENCE N. 37°07'59" E., ALONG THE CENTERLINE OF SAID CLINTON KEITH ROAD, A DISTANCE OF 534.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2000.00 FEET;

THENCE N. 52°52'01" W., AT RIGHT ANGLES TO LAST SAID COURSE, A DISTANCE OF 30.00 FEET, TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF A GRANT DEED TO THE COUNTY OF RIVERSIDE RECORDED JANUARY 22, 1970, AS INSTRUMENT NUMBER 6711, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1970.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, BEING 30.00 FEET NORTHWESTERLY OF AND CONCENTRIC TO, SAID CENTERLINE OF CLINTON KEITH ROAD, FROM AN INITIAL RADIAL LINE BEARING OF S. 52°52'01" E., THROUGH A CENTRAL ANGLE OF 01°01'19", A DISTANCE OF 35.14 FEET, TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID DEED RECORDED OCTOBER 21, 1980, AS INSTRUMENT NUMBER 194728, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING;**

THENCE N. 52°51'28" W., ALONG THE SOUTHWESTERLY LINE OF SAID DEED RECORDED OCTOBER 21, 1980, AS INSTRUMENT NUMBER 194728, A DISTANCE OF 25.00 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1945.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE, BEING 55.00 FEET NORTHWESTERLY OF AND CONCENTRIC TO, SAID CENTERLINE OF CLINTON KEITH ROAD, FROM AN INITIAL RADIAL BEARING OF S. 53°54'08" E., THROUGH A CENTRAL ANGLE OF 06°15'54", A DISTANCE OF 212.68 FEET, TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID DEED RECORDED OCTOBER 21, 1980, AS INSTRUMENT NUMBER 194728;

THENCE S. 58°14'02" E., ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 25.01 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1970.00 FEET, SAID CURVE ALSO BEING THE NORTHWESTERLY LINE OF SAID GRANT DEED TO COUNTY OF RIVERSIDE RECORDER JANUARY 22, 1970, AS INSTRUMENT NUMBER 671 AND THE SOUTHEASTERLY LINE OF SAID DEED RECORDED OCTOBER 21, 1980, AS INSTRUMENT NUMBER 194728;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE, BEING 30.00 FEET NORTHWESTERLY OF AND CONCENTRIC TO, SAID CENTERLINE OF CLINTON KEITH ROAD AND ALONG THE SOUTHEASTERLY LINE OF SAID DEED, FROM AN INITIAL RADIAL LINE BEARING S. 60°08'34" E., THROUGH A CENTRAL ANGLE OF 06°15'14", A DISTANCE OF 215.02 FEET TO THE **TRUE POINT OF BEGINNING.**

EXHIBIT "E"

SECOND CITY RESERVED EASEMENT

EASEMENT AND RIGHTS INCIDENTAL THERETO FOR PUBLIC ROAD AND DRAINAGE PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICES PURPOSES TO THE COUNTY OF RIVERSIDE, AS SET FORTH IN A DOCUMENT RECORDED JUNE 22, 1998 AS INSTRUMENT NO. 253765, OF OFFICIAL RECORDS AND DESCRIBED BELOW.

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JOSEPH R. BLAKE ET AL, BY DEED RECORDED APRIL 5, 1993, AS INSTRUMENT NUMBER 125412, RECORDS OF THE RECORDER, RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF LOT 57 IN BLOCK "K" OF ELSINORE, AS PER MAP RECORDED IN BOOK 4, PAGE 174 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, LYING IN THE LA LAGUNA RANCHO AND IN PROJECTED SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND AVENUE (84.00 FEET WIDE) AND CLINTON KEITH ROAD (85.00 FEET WIDE) AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 76, PAGE 7, RECORDS OF THE RECORDER, RIVERSIDE COUNTY, CALIFORNIA;

THENCE N 37°07'59"E, ALONG THE CENTERLINE OF SAID CLINTON KEITH ROAD, A DISTANCE OF 534.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2000.00 FEET;

THENCE N 52°52'01"W, AT RIGHT ANGLES TO LAST SAID COURSE, A DISTANCE OF 30.00 FEET, TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY OF SAID CLINTON KEITH ROAD PER DEED RECORDED JANUARY 22, 1970, AS INSTRUMENT NUMBER 6711, AND THE SOUTHEASTERLY LINE OF SAID DEED RECORDED APRIL 5, 1993, AS INSTRUMENT NUMBER 125412, ALL RECORDS OF THE RECORDER, RIVERSIDE COUNTY, CALIFORNIA, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE S 37°07'59"W, ALONG SAID SOUTHEASTERLY LINE AND SAID NORTHWESTERLY RIGHT OF WAY, 30.00 FEET NORTHWESTERLY OF, AND PARALLEL WITH THE CENTERLINE OF SAID CLINTON KEITH ROAD, A DISTANCE OF 90.04 FEET, TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID DEED RECORDED APRIL 5, 1993, AS INSTRUMENT NUMBER 125412;

THENCE N 52°49'33"W, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 40.00 FEET TO A POINT THAT IS 70.00 FEET NORTHWESTERLY OF, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID CLINTON KEITH ROAD;

THENCE N 37°07'59"E, ALONG A LINE THAT IS 70.00 FEET NORTHWESTERLY OF, AND PARALLEL WITH THE CENTERLINE OF SAID CLINTON KEITH ROAD, A DISTANCE OF 90.01 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1930.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, BEING 70.00 FEET NORTHWESTERLY OF, AND CONCENTRIC TO, SAID CENTERLINE OF CLINTON KEITH ROAD, THROUGH A CENTRAL ANGLE OF 01°02 36", A DISTANCE OF 35.14 FEET, TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID DEED RECORDED APRIL 5, 1993, AS INSTRUMENT NUMBER 125412;

THENCE S 52°51'28"E, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 40.00 FEET, TO A POINT OF INTERSECTION WITH SAID NORTHWESTERLY LINE OF DEED RECORDED JANUARY 22, 1970, AS INSTRUMENT NUMBER 6711, SAID LINE ALSO BEING THE SOUTHEASTERLY LINE OF SAID DEED RECORDED APRIL 5, 1993, AS INSTRUMENT NUMBER 125412 AND ALSO BEING A POINT OF INTERSECTION WITH A NONTANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1970.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID NONTANGENT CURVE, BEING 30.00 FEET NORTHWESTERLY OF, AND CONCENTRIC TO, SAID CENTERLINE OF CLINTON KEITH ROAD, AND ALONG SAID SOUTHEASTERLY LINE, FROM AN INITIAL RADIAL LINE BEARING S 53°53'20"E, THROUGH A CENTRAL ANGLE OF 01°01'19", A DISTANCE OF 35.14 FEET, TO THE TRUE POINT OF BEGINNING.

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.11
Meeting Date: October 13, 2025

SUBJECT: Background Check Policy for Commissioners and Committee Members

SUBMITTED BY: Janet Morales, City Clerk

PREPARED BY: Janet Morales

ACTION:
Adopt the Background Check Policy for Commissioners and Committee Members.

BACKGROUND:
The city currently appoints members to various advisory bodies, including the Planning Commission, Measure Z Oversight Advisory Committee, and Measure AA Oversight Advisory Committee. Members often represent the city in community settings and have access to city facilities, staff, and sensitive information.

To ensure the integrity and safety of city operations, staff recommends implementing a formal policy stipulating that all commission and committee appointments are conditional pending successful completion of a background check.

DISCUSSION:
The proposed policy establishes a clear, consistent process for conducting background checks for all applicants to city commissions and committees. The policy outlines the disqualifying factors and applicant rights as mandated by law.

The policy applies to all applicants who are selected to serve on a City Commission or Committee. Temporary, ceremonial, or ad-hoc advisory groups may be exempt if determined by the City Council. All appointments made will be conditional upon a successful completion of a background check.

The background check will consist of a criminal history search through the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI) via Live Scan Fingerprinting. The City Clerk will review results in consultation with the City Attorney, and results will be reported to the City Council and the applicant as either "qualified" or "not qualified". No information will be disclosed except as required by law.

The policy will take effect for all appointments made on or after October 13, 2025, upon its adoption.

FISCAL IMPACT:
The fiscal impact is minimal. The cost per background check is $49. There are currently 15 appointed members, so the total maximum cost per year is less than $750.

ATTACHMENTS:

1. Background Check Policy

City of Wildomar
Background Check Policy for Commissioners and Committee Members
October 13, 2025

I. PURPOSE

The purpose of this policy is to establish uniform procedures for conducting background checks on individuals selected to serve on the City of Wildomar's ("City") Commissions and Committees. The intent of this policy is to define, describe and address the procedure of background checks to promote transparency and ensure that individuals serving in advisory and decision-making roles meet standards of ethical conduct and responsibility.

II. AUTHORITY

This policy is adopted pursuant to the City's general authority to regulate the qualifications of its appointed officials. The policy shall be interpreted consistent with relevant requirements under the California Fair Chance Act (Government Code §12952) and other applicable privacy, labor, and California laws. This policy is adopted pursuant to City Council Resolution approved on October 13, 2025, and shall remain in effect until amended or repealed by the City Council.

III. APPLICABILITY

This policy applies to all applicants who are selected to serve on a City Commission or Committee. Temporary, ceremonial, or ad-hoc advisory groups may be exempt if determined by the City Council.

IV. REQUIREMENTS

a. **Background Checks**: All applicants shall be subject to the same criminal background checks that prospective city employees are subject to as a condition of employment. Failure to submit to the required criminal background check within the time prescribed shall result in the automatic rejection of the subject applications and/or forfeiture of the applicant's appointment status.

b. **Conditional Appointment:** All appointments shall be conditional upon successful completion of a background check.

c. **Scope of Check:** Criminal history through the California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) via Live Scan Fingerprinting.

d. **Authority:** Results shall be reviewed by the City Clerk in consultation with the City Attorney. Results will be reported to the City Council and the applicant as either "qualified" or "not qualified".

V. DISQUALIFYING FACTORS

Criminal Convictions – A person may be ineligible to serve as a member of any advisory board or commission if he or she has been convicted of any state or federal felony offense or any crime of moral turpitude. Moral turpitude includes dishonesty (e.g., fraud, perjury) as well as crimes involving other sorts of moral depravity, such as child molestation.

Prior to disqualifying any member of any advisory board or commission, the City shall notify the applicant or current member of any advisory board or commission, in writing, of its decision to disqualify. The City shall identify the conviction and provide conviction report/writings.

The applicant or current member of any advisory board or commission shall have five business days to respond with additional information. Applicants may also submit evidence challenging accuracy of report or of rehabilitation or mitigating circumstances.

After reviewing all the information that has been provided to the City, the City Manager or designee will conduct a reassessment and issue a final determination letter.

VI. APPLICANT RIGHTS

a. All applicants shall be informed in writing of the background check requirements before appointment. A signed authorization is required prior to initiating a background check. Results shall remain confidential in accordance with California State law.

b. The city will not automatically provide a copy of the report obtained by the DOJ or FBI. All background check information will be kept confidential to the maximum extent possible and required under applicable law and will be disclosed only to those with a valid need to know. The City complies with all applicable federal, state, and local laws regarding background checks. Applicants may request a copy of their background check directly from the DOJ or FBI.

VII. RECORD RETENTION

Background check records shall be maintained by the Human Resources Department or City Clerk in a secure manner and in compliance with Government Code §34090 et seq. and applicable retention schedules. Records shall not be disclosed except as required by law.

VIII. EFFECTIVE DATE

This policy shall apply to all appointments made on or after October 13, 2025, and shall remain in effect until modified or repealed by the City Council

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.12
Meeting Date: October 13, 2025

SUBJECT:	Purchase of Riverpark Mitigation Bank Credits for the Bundy Canyon Rd. Improvement Project, Segment 2 (CIP 026-2)
SUBMITTED BY:	Jason Farag, Public Works Director/City Engineer
PREPARED BY:	Jason Farag, Public Works Director/City Engineer

ACTION:
Authorize the City Manager to execute a Mitigation Credit Purchase Agreement between the City of Wildomar and EIP III Credit Co., LLC (Riverpark Mitigation Bank Sponsor) for the Bundy Canyon Rd. Improvement Project, Segment 2 (Project)

SUMMARY:
As part of the Bundy Canyon Rd. Improvement Project, Segment 2, the City must purchase mitigation credits to offset impacts to certain natural drainage areas. This agreement will allow the City to purchase the required credits.

BACKGROUND:
Included in the Fiscal Year 2025/2026 Capital Improvement Program is the Bundy Canyon Rd. Improvement Project, Segment 2 (Project). The Project proposes to improve Bundy Canyon Rd. between Oak Canyon Dr. and Harvest Way by reconstructing and realigning the road, widening the road to four lanes, including a two-way left turn lane/striped median and turn pockets, constructing a Class 1 Multi-Use Trail, and constructing one new traffic signal among other related roadway improvements. To provide the improvements, disturbance and modifications of existing natural drainage courses under the jurisdiction of regulatory agencies including the California Department of Fish and Wildlife (CDFW), the State Water Quality Control Board (SWQCB), and the US Army Corps of Engineers (USACOE) are required. These modifications result in the loss of existing wetlands habitat.

DISCUSSION:
In conformance with the California Environmental Quality Act, an Environmental Impact Report (EIR) was prepared for the Project. The environmental evaluation identified drainage areas and habitat that will be impacted by the Project and will require permits from the State and Federal Agencies who regulate the streams (U.S. Army Corp of Engineers, the State/Regional Water Quality Control Board, and the California Department of Fish and Wildlife). The permits require the identification of the permanent area of disturbance and its mitigation. Mitigation can be achieved by replacing the lost wetlands habitat area with the Project or purchasing a specified amount of lost area from an available off-site mitigation bank. The option of replacing and maintaining the lost wetland area requires on-going maintenance and monitoring which would result in on-going costs to the City for several years after the completion of the Project. Since it is not practical for the City to replace and maintain the lost wetland area and due to the on-going costs, purchase from a mitigation bank is generally the

selected option. Mitigation banks create and maintain wetland areas so that agencies do not have to provide these areas on their own. Mitigation banks sell these areas in the form of credits. The purchase of credits is a one-time expense and a one-time action to satisfy that portion of the Project's regulatory permit requirements.

Each of the regulatory agencies determines the amount of impacted area to be mitigated with their permit and the mitigation bank to be used. For this Project, the following mitigation requirements were determined by the permits issued:

- 0.22 acre of reestablishment credits
- 0.08 acre of rehabilitation and/or restoration credits

The mitigation bank determines the cost per credit (or cost per one acre) to establish and maintain the bank.

The mitigation credits needed for the Project have been unavailable from mitigation credits have been unavailable for some time and obtaining the credits is a pre-requisite to construction. Staff has recently received notification that there are some credits now available from the Riverpark Mitigation Bank (Bank). To secure the credits, a purchase agreement with the Bank sponsor must be processed. Credits are currently available at a cost of $961,611 per credit, or $288,483 for the 0.30 acres/credits needed for the Project.

Staff recommends that the City Council authorize the City Manager to execute an Agreement for Sale of Credits (Agreement) for the Bundy Canyon Rd. Improvement Project, Segment 2. A copy of the Agreement is included as Attachment A. The Agreement is with the Bank Sponsor, EIP III Credit Co., LLC, which has developed the Riverpark Mitigation Bank.

FISCAL IMPACT:

The cost of the mitigation required for the agreement is $288,483. This expenditure is TUMF eligible and there are adequate TUMF funds in the adopted FY 25/26 budget for this expense.

ATTACHMENTS:

A - Agreement for Sale of Credits (Bundy Canyon Rd.)

Riverpark Mitigation Bank

AGREEMENT FOR SALE OF CREDITS

This Agreement is entered into this ____ day of _____ 2025, by and between EIP III CREDIT CO., LLC, a Delaware limited liability company (Bank Sponsor) and CITY OF WILDOMAR, a Municipal Corporation (Project Proponent), jointly referred to as the "Parties," as follows:

RECITALS

A. The Bank Sponsor has developed the Riverpark Mitigation Bank (Bank) located in Riverside County, California; and

B. The Bank has been developed pursuant to a Bank Enabling Instrument (BEI) entered into by and between Bank Sponsor, the Los Angeles District of the U.S. Army Corps of Engineers (USACE) (File No. SPL-2015-00318), United States Fish and Wildlife Service (USFWS), the California Regional Water Quality Control Board, Region 8 (Regional Water Boards), and the California Department of Fish and Wildlife (CDFW) (Tracking No. 1798-2015-01-R6), on December 17, 2019, and

C. Project Proponent is seeking to implement the project described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact Riverine Wetland, and seeks to compensate for the loss of Riverine Wetland by purchasing Credits from Bank Sponsor; and

D. Project Proponent has been authorized by CDFW: EPIMS-RIV-29893-R6 and SWRCB: WDID No. SB23051IN to purchase from the Bank 0.22 re-establishment CDFW mitigation Credit, and 0.08 rehabilitation CDFW mitigation Credit, upon confirmation by the Bank Sponsor of Credit availability/adequate balance of Credits remaining for Transfer; and

E. Project Proponent desires to purchase from Bank Sponsor and Bank Sponsor desires to sell to Project Proponent 0.22 re-establishment CDFW mitigation Credit and 0.08 rehabilitation CDFW mitigation Credit;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Sponsor hereby sells to Project Proponent and Project Proponent hereby purchases from Bank Sponsor 0.22 re-establishment CDFW mitigation Credit and 0.08 rehabilitation CDFW mitigation Credit. The Bank Sponsor will upon receipt of the Purchase Price deliver to Project Proponent an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The Purchase Price for said Credits shall be paid by ACH payment or wire transfer of funds according to written instructions provided by Bank Sponsor to Project Proponent.

2. The sale and transfer herein are not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Proponent shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Credits sold, or the Bank. Pursuant to the BEI and any amendments thereto, Bank Sponsor shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Proponent. Bank Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Proponent shall be non-refundable, non-transferable, and non-assignable to any project other than the one listed herein and shall not be used as compensatory mitigation for any other project or purpose, except as set forth herein.

5. Project Proponent must exercise his/her/its right to purchase the Credits within 60 days of the date this Agreement is provided to the Project Proponent. Without Bank Sponsor approval, after the 60-day period this Agreement will be considered null and void.

6. Upon purchase of the Credits specified in Recital D above, the Bank Sponsor shall submit to the parties listed in the Notices section of the BEI, copies of the: a) Agreement for Sale of Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated ledger must detail: i) Project Proponent; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Permitting Agency File/Tracking Number; vi); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The ledger should include all sales data from bank establishment to the present.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

BANK SPONSOR

EIP III CREDIT CO., LLC, a Delaware limited liability company

By: _____
Name: Joseph Williams
Its: Assistant Director of Markets

PROJECT PROPONENT

CITY OF WILDOMAR, a Municipal Corporation

By: _____
Name: Chris Mann
Its: City Manager

Exhibit "A"
DESCRIPTION OF PROJECT TO BE MITIGATED

Name of Project:
Bundy Canyon Rd. Improvement Project, Segment 2

Project Location:
Bundy Canyon Rd. between Oak Canyon Dr. and Harvest Way, Wildomar, CA

Permitting Agencies File/Tracking Number:
CDFW: EPIMS-RIV-29893-R6
SWRCB: WDID No. SB23051IN
USACE: SPL-2019-00974-CLB – No mitigation required

Project Description:
This project will reconstruct, realign, and widen Bundy Canyon Rd. between Oak Canyon Dr. to Harvest Way. The project will widen the road from two lanes to four lanes with a two-way left-turn lane/striped median, add shoulders, add a Class 1 Multi-Use Trail, and install new traffic signal, along with other related roadway improvements.

Species/Habitat Affected:
Wetland: 0.01 acre
Stream Channel: 0.036 acre
Riparian Zone: 0.042 acre

Credits to be Purchased:
0.22 re-established Waters of the State
0.08 rehabilitated Waters of the State

Method of payment:
Wire Transfer ____ ACH Payment _X_

Exhibit “B”
BILL OF SALE

Contract # 25__-RP

Permitting Agency File/Tracking No(s). CDFW: EPIMS-RIV-29893-R6 and SWRCB: WDID No. SB23051IN.

In consideration of $288,483.00, receipt of which is hereby acknowledged, EIP III Credit Co., LLC (Bank Sponsor), does hereby bargain, sell and transfer to CITY OF WILDOMAR (Project Proponent), for the Bundy Canyon Rd. Improvement Project (Segment 1) project, 0.22 re-establishment CDFW mitigation Credit and 0.08 rehabilitation CDFW mitigation Credit, in the Riverpark Mitigation Bank in Riverside County, California, developed, and approved under the authority of the Los Angeles District of the U.S. Army Corps of Engineers (USACE), United States Fish and Wildlife Service (USFWS), the California Regional Water Quality Control Board, Region 8 (Regional Water Boards), and the California Department of Fish and Wildlife (CDFW), as mitigation for the Project described in Attachment 1.

Bank Sponsor represents and warrants that it has good title to the Credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Bank Sponsor covenants and agrees with the Project Proponent to warrant and defend the sale of the Credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: _____

EIP III CREDIT CO., LLC, a Delaware limited liability company

SAMPLE

By: _____
Name: Joseph Williams
Its: Assistant Director of Markets

Attachment 1
Riverpark Mitigation Bank
WETLAND CREDITS: PAYMENT RECEIPT

PROJECT PROPONENT INFORMATION

Name:
City of Wildomar

Address:
23873 Clinton Keith Rd., Suite 110
Wildomar, CA 92595
(951) 677-7751

Contact:
Jason Farag, Director of Public Works
Email: jfarag@cityofwildomar.org
(951) 677-7751 x219

PROJECT INFORMATION

Project Description:
This project will reconstruct, realign, and widen Bundy Canyon Rd. between Oak Canyon Dr. to Harvest Way. The project will widen the road from two lanes to four lanes with a two-way left-turn lane/striped median, add shoulders, add a Class 1 Multi-Use Trail, and install new traffic signal, along with other related roadway improvements.

Project Location:
Bundy Canyon Rd. between Oak Canyon Dr. and Harvest Way, Wildomar, CA

Agency File/Tracking Number(s):
CDFW: EPIMS-RIV-29893-R6
SWRCB: WDID No. SB23051IN
USACE: SPL-2019-00974-CLB – No mitigation required

Species/Habitat Affected:
Wetland: 0.01 acre
Stream Channel: 0.036 acre
Riparian Zone: 0.042 acre

Credits to be Purchased:
0.22 re-established Waters of the State
0.08 rehabilitated Waters of the State

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.13
Meeting Date: October 13, 2025

SUBJECT: Formation and Designation of Tax Zone O of Community Facilities District No. 2025-S (Services) for Camelia

SUBMITTED BY: Heidi Schrader, Administrative Services Director

PREPARED BY: Heidi Schrader, Administrative Services Director

ACTION:
That the City Council adopt the following Resolution:

RESOLUTION NO. 2025 -____

RESOLUTION OF CITY COUNCIL OF THE CITY OF WILDOMAR DECLARING ITS INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2025-S (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 MAINTENANCE AND PUBLIC SAFETY SERVICES

SUMMARY:
Adoption of this resolution declares the City's intention to establish a new services CFD (CFD 2025-S) and authorizes the levy of a special tax to help pay some of the costs of providing maintenance and public safety services

BACKGROUND:
KB Home Cal Management Services LLC, a Delaware limited liability company (the Developer), owns 22.15 gross acres of property within the City which is proposed to be developed into 163 single family residential homes. Such property is generally located to the southeast of a newly established intersection of Washington Avenue and a newly extended Jefferson Avenue, on the border of the City to the City of Murrieta. The Developer has requested that the City form a community facilities district to encompass the property in accordance with the Mello-Roos Community Facilities Act of 1982, as amended (the Act), to finance the costs of certain maintenance services and public safety services through the levy of special taxes.

DISCUSSION:
Pursuant to the Developer's request, the City proposes to designate the property described in Attachment A of the Resolution of Intention to Establish Community Facilities District No. 2025-S (Attachment 1) as territory for annexation to CFD No. 2025-S in the future (the Potential Annexation Area). A parcel or parcels within such territory may be annexed and subjected to the special tax of CFD No. 2025-S only with the unanimous consent and approval of the owner or owners of the parcel or parcels at the time of annexation or in compliance with other procedures established by the Act. The potential annexation area includes the boundaries of the entire City. Attachment A of the Resolution of Intention also designates the

Developer property as Tax Zone O (Original), which would be the first property to be included within CFD No. 2025-S. Special taxes within that zone will be levied in accordance with the Rate and Method of Apportionment (the RMA) described in Attachment C to the Resolution of Intention.

The special taxes are based on the expected increase in demand that each parcel of real property within proposed CFD No. 2025-S will place on certain City services, including existing police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services and the maintenance of certain public facilities and property in the City as a result of the development of the land proposed for inclusion in CFD 2025-S. The RMA also makes provisions for the levy of a contingent special tax for certain services expected to be funded through a property owner association for applicable projects in the event that such property owner association fails to perform such services.

The Resolution of Intention is the first step in the process of forming CFD No. 2025-S. The Resolution of Intention declares the City's intention to establish CFD No. 2025-S and calls for a public hearing. A public hearing on the matter will take place on December 10, 2025, and at that time the Council will formally consider approval to form CFD No. 2025-S and hold elections on the approval of the special taxes for Tax Zone O.

The current expectation is that additional territory will be annexed to CFD 2025-S in the future in accordance with the provisions of the Act. Any property so annexed will be subject to the special tax levy of CFD No. 2025-S to finance the maintenance services and public safety services. If established and subject to necessary Council and voter approvals, CFD No. 2025-S will annually levy special taxes on all of the taxable property within CFD 2025-S in accordance with the RMA as attached to the Resolution of Intention. Such special taxes will be used to pay for the costs of maintenance services and public safety services benefitting the property in CFD 2025-S and administration thereof.

FISCAL IMPACT:
There is no fiscal impact associated with forming CFD 2025-S as it is paid out of a deposit from the Developer.

The RMA provides that the annual special tax rates for maintenance services will be $520 per unit for single family and multi-family residential property and $5,494 per acre for non-residential property. The annual special tax rates for public safety services are $668 per unit for single family residential property and $410 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 $88 per unit for single family and multi-family residential property and $930 per acre for non residential property.

All of the special tax rates will increase annually at the rates set forth in the RMA.

ATTACHMENTS:

1 Resolution of Intention to Establish CFD No. 2025-S (Services).docx

RESOLUTION NO. 2025-___

RESOLUTION OF CITY COUNCIL OF THE CITY OF WILDOMAR DECLARING ITS INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2025-S (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 MAINTENANCE AND PUBLIC SAFETY SERVICES

WHEREAS, the City of Wildomar (the "City") has received a petition (the "Petition") signed by the owner of more than ten percent of the land within the boundaries of which is proposed for inclusion in a proposed community facilities district which meets the requirements of Sections 53318 and 53319 of the Government Code of the State of California (the "Government Code"); 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 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. 2025-S (Services) of the City of Wildomar" ("Community Facilities District No. 2025-S" 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 police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services and costs of maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, as described in the appendices to Attachment "A" and in Attachment "B" hereto and incorporated herein by this reference (the "Services"), and (2) finance the incidental expenses to be incurred in connection with forming and administering the District and financing the Services (the "Services Incidental Expenses"); and

WHEREAS, pursuant to Sections 53329.6 and 53339 et seq. of the Act and in accordance with the request of the owner submitting the Petition, the City Council proposes to designate the property described in Attachment "A" hereto and incorporated herein by this reference as territory proposed for annexation to Community Facilities District No. 2025-S in the future (the "Potential Annexation Area"), with the condition that a parcel or parcels within such territory may be annexed and subjected to the special tax of Community Facilities District No. 2025-S only with the unanimous consent and approval of the owner or owners of the parcel or parcels (the "Unanimous Consent and Approval") at the time of annexation or in compliance with other procedures established by the Act; and

WHEREAS, the City Council further intends to approve an estimate of the costs of the Services and the Services Incidental Expenses for Community Facilities District No. 2025-S; and

WHEREAS, it is the intention of the City Council to consider financing the Services and the Services Incidental Expenses through the formation of Community Facilities District No. 2025-S and the levy of a special tax to pay for such Services and Services Incidental Expenses; and

WHEREAS, it is the intention of the City Council to consider financing the Services and the Services Incidental Expenses through the annexation of additional property within the Potential Annexation Area to the District and the levy of a special tax within the property so annexed to pay for the Services and the Services Incidental Expenses, provided that the special tax levies are approved by the Unanimous Consent and Approval of the owner or owners of the parcel or parcels in accordance with Sections 53329.6 and 53339 et seq. of the Act, and approval of the City Council acting as the legislative body of the District at the time of annexation;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, DOES HEREBY FIND, DETERMINE AND RESOLVE 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 initial legal boundaries of Community Facilities District No. 2025-S shall be those described in the map titled "Proposed Boundary Map" in Attachment "A" hereto, which boundaries shall, upon recordation of the boundary map for proposed Community Facilities District No. 2025-S, include the entirety of any parcel subject to taxation by the District. The City Council further proposes to designate the Potential Annexation Area described in the map titled "Boundaries – Potential Annexation Area" in Attachment "A" hereto as property proposed for annexation into the District in the future, by submittal of Unanimous Consent and Approval of the owner or owners of such parcel or parcels, as approved by the City Council acting as the legislative body of the District at the time that such parcel or parcels are annexed to the District.

The proposed boundaries of the District and the Potential Annexation Area are depicted on the maps of proposed Community Facilities District No. 2025-S which is included in Attachment "A" hereto. The City Clerk is hereby directed to sign the original maps of the proposed boundaries and Potential Annexation Area and record them with all proper endorsements thereon with the County 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. 2025-S (Services) of the City of Wildomar."

SECTION 4. The Services proposed to be provided for the benefit of Community Facilities District No. 2025-S 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, including the Potential Annexation Area, 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, including the Potential Annexation Area, to understand what the funds of the District may be used to finance. The Services Incidental Expenses expected to be incurred include the costs of planning the Services, the costs of forming the District, the cost of levying and collecting a special tax within the proposed District and the cost of administration.

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 Services Incidental Expenses. Notwithstanding the foregoing, the District shall not record a special tax lien on property within the Potential Annexation Area until the owner or owners of the parcel or parcels thereof have given their unanimous approval of the parcel's or parcels' annexation to the District. The rate and method of apportionment and manner of collection of the special taxes 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 that may be levied against each parcel.

The maximum special tax for Services shall increase 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.

The special taxes are based on the expected demand that each parcel of real property within proposed Community Facilities District No. 2025-S 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 police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services and the maintenance of certain public facilities and property 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 taxes 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. 2025-S, the proposed rate and method of apportionment of the special taxes to finance the Services and the Services Expenses shall be held 6:00 p.m., or as soon thereafter as practicable, on December 10, 2025, 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 (excluding the Potential Annexation Area) 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. 2025-S and the Potential Annexation Area, may appear and be heard.

SECTION 9. Each City officer who is or will be responsible for administering the proposed Community Facilities District No. 2025-S, 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. 2025-S and an estimate of the cost of providing those services, and an estimate of the fair and reasonable cost of Services 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. 2025-S. 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. 2025-S. The City Clerk is further directed to mail a copy of the Notice to each landowner within the initial 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 October, 2025:

Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that Resolution No. _____ was adopted by the City Council of the City of Wildomar, California, at the Regular meeting of October 13, 2025 and that the same was adopted by the following vote:

AYES:

NOES:

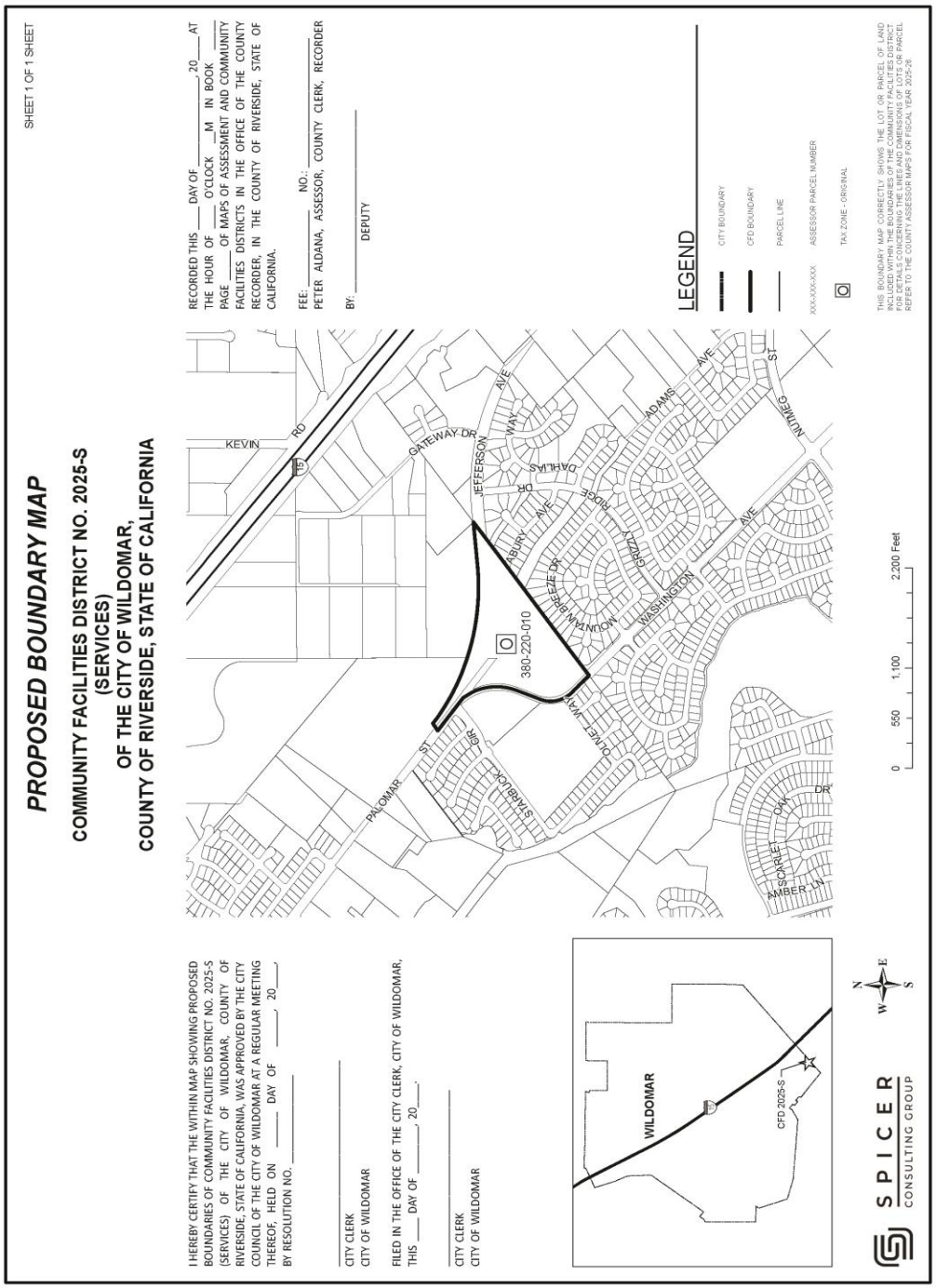
ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

ATTACHMENT A

Proposed Boundaries
Community Facilities District No. 2025-S (Services)
of the City of Wildomar,
Riverside County, California



BOUNDARIES - POTENTIAL ANNEXATION AREA

SHEET 1 OF 1 SHEET

COMMUNITY FACILITIES DISTRICT NO. 2025-S
(SERVICES)
CITY OF WILDOMAR,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES), CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY 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____.

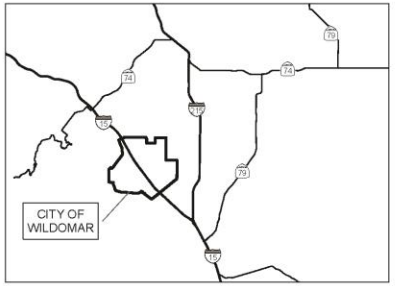
_____
CITY CLERK
CITY OF WILDOMAR

RECORDED THIS ____ DAY OF _____, 20____ AT THE HOUR OF ____ O'CLOCK __M IN BOOK _____ PAGE _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____ NO.: _____
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY





LEGEND

ANNEXATION BOUNDARY

N
W E
S

SPICER
CONSULTING GROUP

ATTACHMENT B

Types of Services
to be Financed by
Community Facilities District No. 2025-S (Services)
of the City of Wildomar

The services which may be funded with proceeds of the special tax of CFD No. 2025-S, as provided by Section 53313 of the Act, will include some or all of the costs attributable to public safety and maintenance services. Capitalized terms used and not defined herein shall have the meanings set forth in the Rate and Method of Apportionment of Special Tax for CFD No. 2025-S.

These services include: (i) police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services and (ii) the costs of maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, all as further described in the Rate and Method of Apportionment of Special Tax for CFD No. 2025-S.

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 and to establish an operating reserve for the costs of services as determined by the Administrator.

The above services shall be limited to those provided within the boundaries of CFD No. 2025-S and the Potential Annexation Area of CFD No. 2025-S for the benefit of the properties within the boundaries of CFD No. 2025-S and the Potential Annexation Area of CFD No. 2025-S, 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. 2025-S only to the extent that they are in addition to those provided in the territory of CFD No. 2025-S before CFD No. 2025-S was created.

ATTACHMENT C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES) OF THE CITY OF WILDOMAR

RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2025-S (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. 2025-S (Services) of the City of Wildomar (the "CFD No. 2025-S" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2025, in an amount determined by the City Council of the City of Wildomar, acting ex officio as the legislative body of CFD No. 2025-S, by applying the rates and method of apportionment set forth below. All of the real property in CFD No. 2025-S, 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. 2025-S 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. 2025-S, or any designee thereof associated with fulfilling the CFD No. 2025-S disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2025-S 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. 2025-S for any other administrative purposes of CFD No. 2025-S, 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 January 1st 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 May 1st 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. 2025-S"** means Community Facilities District No. 2025-S (Services) of the City of Wildomar.

"CFD Boundary Map" means a recorded map of the CFD that indicates by a boundary line the extent of the territory identified to be subject to the levy of Special Taxes.

"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. 2025-S 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 of Taxable Property: (i) that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit(s) for vertical construction has been 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 May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Maintenance Services" means the services permitted under the Act including, without limitation, street sweeping, traffic signal maintenance, the maintenance of landscaping and lighting of publicly owned parks, parkways, streets, roads and open spaces, graffiti abatement, flood and storm protection services, and the operation of storm drainage systems contained within the boundaries of CFD No. 2025-S and the City as set forth in Appendix B.

"Maintenance Services (Contingent)" means the Maintenance Services described above and permitted under the Act, contained within CFD No. 2025-S and the City, which are proposed to be maintained and paid for through the Property Owner Association, and all to which the City has been granted an easement allowing such maintenance in any Fiscal Year following a Failure to Perform as defined in Section C.3. hereof.

"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. 2025-S.

"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. 2025-S.

"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.

"Safety Services" means the services permitted under the Act including, without limitation, police and fire protection, ambulance and paramedic services provided within the boundaries of CFD No. 2025-S and the City as set forth in Appendix C.

"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. 2025-S 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 all Parcels of Residential Property, other than Multi-Family Residential Property.

"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. 2025-S in the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services, (ii) fund an operating reserve for the costs of Maintenance Services as determined by the Administrator, and (iii) 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 the amount required in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2025-S for Safety Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Safety Services, (ii) amount necessary to fund an operating reserve for the costs of Safety Services as determined by the CFD Administrator, and (iii) Administrative Expenses applicable to the Special Tax B. 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 to pay for certain costs as required to meet the needs of CFD No. 2025-S for Maintenance Services (Contingent) in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services

(Contingent), (ii) amount necessary to fund an operating reserve for the costs of Maintenance Services (Contingent) as determined by the CFD Administrator, and (iii) Administrative Expenses applicable to the Special Tax C (Contingent). Under no circumstances shall the Special Tax C (Contingent) Requirement include funds for bonds or other forms of indebtedness. The Special Tax C (Contingent) Requirement, if initiated, will be applied to all Assessor's Parcels in addition to, and not in lieu of, the Special Tax A Requirement.

"Taxable Property" means all Assessor's Parcels within CFD No. 2025-S, 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. Appendix D identifies the Tax Zone in CFD No. 2025-S at formation; additional Tax Zones may be created when property is annexed into the CFD.

"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. 2025-S 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, 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 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 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. No Special Tax B shall be levied on Non-Residential Property.

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. 2025-S, 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 2025-2026 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 2025-2026

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 37156	Single Family Residential Property	RU	$520
		Multi-Family Residential Property	RU	$520
		Non-Residential Property	Acre	$5,494

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2026 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. 2025-S, 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 2025-2026 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 2025-2026

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 37156	Single Family Residential Property	RU	$520
		Multi-Family Residential Property	RU	$520
		Non-Residential Property	Acre	$5,494

On each July 1, commencing on July 1, 2026 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. 2025-S, 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 2025-2026 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 2025-2026

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax A
Original	TR 37156	Acre	$5,494

On each July 1, commencing on July 1, 2026 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 2025-2026 for each Land Use Category within Tax Zone Original is shown in Table 4. When additional property is annexed into CFD No. 2025-S, 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 2025-2026

Land Use Category	Unit	Maximum Special Tax B
Single Family Residential Property	RU	$668
Multi-Family Residential Property	RU	$410

On each July 1, commencing on July 1, 2026 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 may levy the Special Tax C (Contingent), applicable to all Zones, commencing in the first Fiscal Year following the occurrence of any of the following events (each such event, a “Failure to Perform”):

a. the Property Owner Association files a voluntary petition in bankruptcy or the approval by a court of competent jurisdiction of a petition applicable to the Property Owner Association of any proceedings instituted under the Federal Bankruptcy Code, as amended;

b. the Property Owner Association is dissolved;

c. the Property Owner Association fails to levy annual assessments sufficient to fund (i) the maintenance for the then Property Owner Association owned and/or Property Owner Association maintained Maintenance Services (Contingent) or (ii) the replacement of such facilities related to the Maintenance Services (Contingent) in accordance with (A) the requirements of the then current reserve funding plan of the Property Owner Association performed pursuant to California Civil Code Section 5550 or (B) if California Civil Code 5550 is no longer applicable, the requirements of the then applicable law and/or regulations governing the Property Owner Association's requirements to budget for and finance such replacement; or

d. the Property Owner Association fails to maintain the Maintenance Services (Contingent) at the same level as defined within the Property Owner Association maintenance specifications. In the event the Property Owner Association maintenance specifications do not meet the City maintenance requirements, the City Council will have sole discretion to determine the required level of maintenance required for purposes of this section.

In the event of the occurrence of a Failure to Perform described in "c." or "d." above, the City shall give the Property Owner Association written notice of such event. If such Failure to Perform is reasonably capable of being cured within sixty (60) days from the date of such notice, the Property Owner Association shall have such period of time to cure such Failure to Perform prior to the levy by the City Council of Special Tax C (Contingent). If such Failure to Perform is such that it is reasonably capable of being cured, but not within such sixty (60) day period and the Property Owner Association (i) initiates corrective action within such sixty (60) day period, and (ii) diligently, continually, and in good faith works to effect a cure of such Failure to Perform as soon as possible, then the Property Owner Association shall have such additional time, as is reasonably necessary, to cure such Failure to Perform prior to the levy by the City Council of Special Tax C (Contingent).

The City Council may suspend the levy of Special Tax C (Contingent) if the Property Owner Association has cured the Failure to Perform to the satisfaction of the City Council and the Property Owner Association has agreed to such conditions as the City Council may find necessary to minimize the occurrence of such Failure to Perform in the future. In the event the City Council initiates the Special Tax C (Contingent), it will apply to all Assessor's Parcels of Taxable Property in addition to, and not in lieu of, the Special Tax A.

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. 2025-S, 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 2025-2026 within Tax Zone Original is identified in Table 5 below:

TABLE 5
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
DEVELOPED PROPERTY
FISCAL YEAR 2025-2026

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 37156	Single Family Residential Property	RU	$88
		Multi-Family Residential Property	RU	$88
		Non-Residential Property	Acre	$930

(ii) Increase in the Maximum Special Tax C (Contingent)

On each July 1, commencing on July 1, 2026 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. 2025-S, 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 2025-2026 within Tax Zone Original is identified in Table 6 below:

TABLE 6
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
APPROVED PROPERTY
FISCAL YEAR 2025-2026

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 37156	Single Family Residential Property	RU	$88
		Multi-Family Residential Property	RU	$88
		Non-Residential Property	Acre	$930

On each July 1, commencing on July 1, 2026 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. 2025-S, 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 2025-2026 within Tax Zone Original is identified in Table 7 below:

TABLE 7
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2025-2026

Tax Zone	Tract	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 37156	Acre	$930

On each July 1, commencing on July 1, 2026 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 2025-2026 and for each following Fiscal Year in which Special Tax A is authorized to be levied, the City 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 have 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 2025-2026 and for each following Fiscal Year, the City 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 have 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. 2025-S 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. 2025-S, 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. 2025-S, 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. 2025-S 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. 2025-S 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. 2025-S
(SERVICES)

TAX ZONE ORIGINAL
FY 2025-2026 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	$520	$668	$88
Approved Property	Single Family Residential	RU	$520	N/A	$88
Undeveloped Property	N/A	Acre	$5,494	N/A	$930

MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE FOR DEVELOPED PROPERTY

Tax Zone	Fiscal Year Included	Tract	No. of Taxable Units	LUC	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)	Subdivider
Original	2025-26	TR 37156	163	SFR	RU	$520	$668	$88	KB Home

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.

APPENDIX B

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES)

DESCRIPTION OF AUTHORIZED MAINTENANCE SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2025-S, 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-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. 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 and traffic signals; 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 stormwater treatment facilities and appurtenant improvements. 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 and servicing 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. 2025-S; as well as local roads within residential subdivisions located within CFD No. 2025-S; and any portions adjacent to the properties within CFD No. 2025-S; and

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 may be financed by proceeds of the special tax of CFD No. 2025-S only to the extent that they are in addition to those provided in the territory of CFD No. 2025-S before CFD No. 2025-S was created or those provided in the territory annexed to CFD No. 2025-S before the territory was annexed, as applicable.

APPENDIX C

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES)

DESCRIPTION OF AUTHORIZED SAFETY SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2025-S, as provided by Section 53313 of the Act, will include some or all of the costs attributable to public safety.

These services include police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic 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 and to establish an operating reserve for the costs of services as determined by the Administrator.

The above services shall be limited to those provided within the boundaries of CFD No. 2025-S for the benefit of the properties within the boundaries of CFD No. 2025-S and said services may be financed by proceeds of the special tax of CFD No. 2025-S only to the extent that they are in addition to those provided in the territory of CFD No. 2025-S before CFD No. 2025-S was created.

APPENDIX D

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES)

PROPOSED BOUNDARIES AND POTENTIAL ANNEXATION AREA BOUNDARIES

PROPOSED BOUNDARY MAP

SHEET 1 OF 1 SHEET

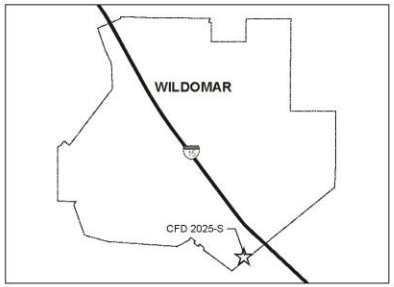
COMMUNITY FACILITIES DISTRICT NO. 2025-S
(SERVICES)
OF THE CITY OF WILDOMAR,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON _____ DAY OF _____, 20____, BY RESOLUTION NO. _____

_____
CITY CLERK
CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS ____ DAY OF _____, 20____.

_____
CITY CLERK
CITY OF WILDOMAR





RECORDED THIS ____ DAY OF _____, 20____ AT THE HOUR OF ____ O'CLOCK __M IN BOOK _____ PAGE _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____ NO.: _____.
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY

LEGEND

- CITY BOUNDARY
- CFD BOUNDARY
- PARCEL LINE
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER
- TAX ZONE - ORIGINAL

THIS BOUNDARY MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2025-26.

SPICER CONSULTING GROUP

N W E S

0 550 1,100 2,200 Feet

BOUNDARIES - POTENTIAL ANNEXATION AREA

COMMUNITY FACILITIES DISTRICT NO. 2025-S
(SERVICES)
CITY OF WILDOMAR,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

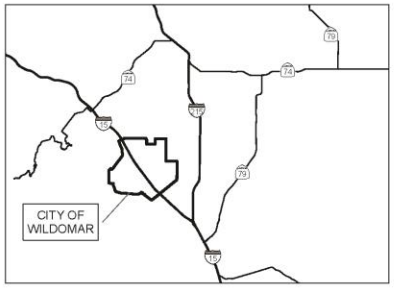
SHEET 1 OF 1 SHEET

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES), CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY 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
CITY OF WILDOMAR





RECORDED THIS ____ DAY OF _____, 20____ AT THE HOUR OF ____ O'CLOCK __M IN BOOK _____ PAGE _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: _____ NO.: _____
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY

LEGEND

ANNEXATION BOUNDARY

N
W E
S

SPICER
CONSULTING GROUP

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.14
Meeting Date: October 13, 2025

SUBJECT: Notice of Completion - Marna O'Brien Rubberized Play Surface Project (CIP 102)

SUBMITTED BY: Jason Farag, Public Works Director/City Engineer

PREPARED BY: Cameron Luna, Associate Engineer

ACTION:
Adopt a Resolution entitled:

RESOULTION NO. 2025 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACCEPTING THE MARNA O'BRIEN RUBBERIZED PLAY SURFACE PROJECT (CIP 102) AS COMPLETE AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

SUMMARY:
This item will accept the Marna O'Brien Rubberized Play Surface Project as complete, authorize the filing of a Notice of Completion, and begin the one-year warranty period for the Project.

BACKGROUND:
The Marna O'Brien Park Rubberized Play Surface Project (Project, CIP 102) included the removal and replacement of existing mulch/wood chip material at the Park's playground with a new rubberized safety surface. On May 14, 2025, the City Council approved the Project and agreed to incorporate the rubberized safety surface materials donated by the Wildomar Community and Parks Foundation (WCPF), a local non-profit organization. On June 12th, 2025, the City Council approved and adopted the current Capital Improvement Program (FY 2025/2026 CIP) which included the Project's construction budget. On July 9th, 2025, the City Council awarded a construction contract to R.E. Schultz Construction, Inc. (RESC) in the amount of $71,700 for the Project. The City Council also authorized the Public Works Director to approve change orders not to exceed 5% of the construction contract amount, in the amount of $3,585. The Project was completed within the 45 working days provided to the Contractor and a ribbon cutting event was held at Marna O'Brien Park on September 19, 2025.

DISCUSSION:
RESC has completed the proposed improvements in accordance with the contract documents, and the project is ready for filing of the Notice of Completion (NOC) with the Riverside County Recorder. If no liens or claims have been filed within 30 days of filing the NOC, the City will release the remaining 5% retention funds to the contractor. Overall, the project construction was delivered within the number of working days allowed in the contract.

City staff recommends the City Council adopt the attached resolution to accept the Project as complete and authorize staff to file the attached NOC (Attachment A) with the Riverside County Recorder within 30 days.

FISCAL IMPACT:
Construction costs were funded by DIF Park Improvements (Fund 461). The original construction contract amount was $71,700. With the authorized 5% contingency, the total authorized construction total was $75,285. A contingency of 3.69% ($2,645) was necessary to address unforeseen items during construction of the project. The final construction cost was $74,345, and the project was completed $940 below the approved budget.

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

ATTACHMENTS:
Resolution
A - Notice of Completion

RESOLUTION NO. 2025 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACCEPTING THE MARNA O'BRIEN RUBBERIZED PLAY SURFACE PROJECT (CIP 102) AS COMPLETE AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE RIVERSIDE COUNTY RECORDER

WHEREAS, on July 9th, 2025 the City Council awarded a construction contract to R.E. Schultz Construction, Inc. for the Marna O'Brien Rubberized Play Surface Project (CIP 102) ("Project"); and

WHEREAS, R.E. Schultz Construction, 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 R.E. Schultz Construction, Inc.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council, in regular session assembled on October 13th, 2025, that:

The Project is accepted as complete. Within 30 days of the date of this Resolution, the Public Works Director/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 October 2025

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
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 110
Wildomar, CA 92595
Attn: City Clerk

The Above Space For Recorder's Use Only

NOTICE OF COMPLETION
Civil Code 3093

1. Prime Contractor: R.E. Schultz Construction, Inc.

2. Project Name: Marna O'Brien Rubberized Play Surface Project (CIP 102)

3. Date of Completion (Acceptance): October 13, 2025

4. Description of Work or Materials Furnished: Removal and replacement of existing mulch/wood chip material at the Park's playground with a new rubberized safety surface as indicated in the Project Plans and Specifications.

5. Site Location: 20505 Palomar Street, Wildomar, CA 92595

6. Owner's Property Interest in Site is: In Fee

7. Owner: City of Wildomar, 23873 Clinton Keith Road, Suite 110, Wildomar, CA 92595

City of Wildomar:

Dated: _____, 2025

_____
Jason Farag
Public Works Director/City Engineer

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 October, 2025.

City of Wildomar:

_____
Jason Farag
Public Works Director/City Engineer

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.15
Meeting Date: October 13, 2025

SUBJECT:	Construction Contract Award - Bundy Canyon Road/Harvest Way Traffic Signal Project (CIP 088) and Signalized Intersection Improvements Project (CIP 089)
SUBMITTED BY:	Jason Farag, Public Works Director/City Engineer
PREPARED BY:	Cameron Luna, Associate Engineer

ACTION:
1. Authorize the City Manager to execute a construction contract with PTM General Engineering Services, Inc. in the amount of $927,027 for the Bundy Canyon Road/Harvest Way Traffic Signal Project (CIP 088) and Signalized Intersection Improvements Project (CIP 089) ("Projects") and waive any informality or irregularity in the bid.

2. Authorize the Public Works Director/City Engineer to approve change orders not to exceed 10% of the construction contract amount, in the amount of $92,703 (contingency).

3. Authorize the Public Works Director/City Engineer to execute a work order with Geocon West, Inc. in the amount of $3,000 for material testing services for CIP 088.

4. Authorize the Public Works Director/City Engineer to execute a work order with TKE Engineering, Inc. in the amount of $91,161 for Construction Management services for the Projects.

5. Approve a supplemental appropriation for Fund 201 (Measure A) to increase $45,000 in revenue and expenditures for CIP 088.

6. Approve a deappropriation of Fund 510 (Bond Proceeds) to decrease $500,000 from CIP 088.

7. Approve a supplemental appropriation for Fund 506 (HSIP) to increase $142,400 in revenue and expenditures for CIP 089.

8. Approve a deappropriation of Fund 201 (Measure A) to decrease $117,400 from CIP 089.

9. Make a finding that the Projects, CIP 088 and CIP 089, are exempt from the Multiple Species Habitat Conservation Plan (MSHCP) fees.

10. Approve the plans and designs of both the Bundy Canyon Road & Harvest Way Traffic Signal Project (CIP 088) and the Signalized Intersection Improvements Project (CIP 089).

11. Adopt a Resolution entitled:

RESOLUTION 2025 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA APPROVING PROJECT PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, AND AWARDING A CONSTRUCTION CONTRACT FOR THE BUNDY CANYON ROAD/HARVEST WAY TRAFFIC SIGNAL PROJECT (CIP 088) AND SIGNALIZED INTERSECTION IMPROVEMENTS PROJECT (CIP 089) ("PROJECTS") AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH PTM GENERAL ENGINEERING SERVICES, INC.

SUMMARY:

Award a construction contract for the Bundy Canyon Road/Harvest Way Traffic Signal Project (CIP 088) and Signalized Intersection Improvements Project (CIP 089), make a finding that the Projects are exempt from the MSHCP fees, approve the plans and designs of the Projects, and approve budget adjustments and task orders related to the contract.

BACKGROUND:

The City's current Capital Improvement Program (FY 2025/2026 CIP) and City budget were approved and adopted in June 2025. Included in the adopted FY 2025/2026 CIP and budget is the Bundy Canyon Road/Harvest Way Traffic Signal Project (CIP 088) and Signalized Intersection Improvements Project (CIP 089) (Projects). The Projects include the installation of a new traffic signal at Bundy Canyon Road and Harvest Way, and safety improvements to two existing signalized intersections: Bundy Canyon Road and Orange Street, and Grand Avenue and Corydon Road.

DISCUSSION:

A combined bid package for the Projects which included construction plans, technical specifications, and bid documents were prepared and advertised for construction bids. The Projects were combined into one bid opportunity due to similar funding sources and scopes of work. This includes but is not limited to: install new traffic signal poles and video detection equipment, modify existing traffic signals, install illuminated street name signs, remove conflicting street lights, construct AC Dike, remove and install signing and striping at designated locations, and all items not mentioned but indicated in the Plans, Specifications, and the Technical Specifications within the Contract Documents. The Projects were advertised for bids on June 26, 2025. Bids were accepted until 3:00 pm on September 9, 2025. The City Clerk received three (3) timely bids, as summarized in Table 1 below.

Table 1 - Bid Summary for Project

CONTRACTOR	BID AMOUNT
Crosstown Electrical & Data Inc.	$950,923.00
Ferreira Coastal Construction Co.	$936,421.00
PTM General Engineering Services, Inc.	$927,027.00

The advertised project included two (2) bid schedules. "Schedule A" was the bid schedule for CIP 088 and "Schedule B" was the bid schedule for CIP 089. The combined "Schedule A + B" was used as the basis of establishing the lowest responsive bidder. The Engineer's Estimate for "Schedule A + B" was $1,268,750. Staff has reviewed the bid packages submitted by the bidders, checking the bid packages for compliance with the contract documents and has

determined that PTM General Engineering Services, Inc. (PTM) is the responsible bidder submitting the lowest responsive bid. No material irregularities were found in any of the bids received. The PTM bid contained a minor $7 arithmetic error and included numeric totals for each of the requested bid items. Staff and legal counsel have determined the PTM bid did not contain any errors or irregularities that would provide PTM with any advantage over any other bidders and recommend a determination that any irregularities are not material and should be waived.

The Experience/Qualifications Statement that was submitted with the bid documents indicate that PTM has engaged in contracting under the current name for eighteen (18) years and has not failed to satisfactorily complete a contract. A list of three (3) completed projects were listed for reference, all of which are public works projects ranging in value from $541,041 to $1,035,500. These projects were completed for the Cities of Monterey Park, Lynwood, and Covina. PTM holds a valid Class A General Contractor's license in the State of California, with no enforcement actions listed. Their license expires on February 28, 2027. PTM's Bid Proposal is included as Attachment A.

The construction contract allows 185 working days to complete the required work: 45 working days to obtain project approvals for traffic signal materials and to complete pre-construction activities, and 140 working days for construction. If approved, the Notice to Proceed (NTP) is planned to be issued to the contractor on October 14, 2025. Based on issuing a NTP on this date, the contract completion is projected to be May 14, 2025 (barring time extensions due to change orders or inclement weather). Staff recommends the City Council authorize the City Manager to execute the Construction Contract with PTM. The Contract is included as Attachment B.

Staff also recommends the City Council authorize the Public Works Director/City Engineer to approve change orders not to exceed 10% of the construction contract amount, in the amount of $92,703 (contingency).

Staff also recommends the City Council authorize the Public Works Director/City Engineer to execute a work order with Geocon West, Inc. ("Geocon") in the amount of $3,000 for material testing services for the Projects. Geocon is the city's on-call firm for geotechnical services and has previously provided technical assistance to the City for several Capital Improvement Projects under their existing agreement. As part of the CIP 088 scope of work, geotechnical services are needed for inspecting the new traffic signal's concrete foundations. Geocon's work order is included as Attachment C.

Staff also recommends the City Council authorize the Public Works Director/City Engineer to execute a work order with TKE Engineering, Inc. ("TKE") in the amount of $91,161 for Construction Management services for the Projects. TKE is one of the city's on-call engineering firms and has previously provided technical assistance for several Capital Improvement Projects under their existing agreement. TKE's work order is included as Attachment D.

ACCOUNT CODE:

Budget Amendments

CIP 088

- Measure A (Fund 201)
  - Expenditures = $45,000
- Bond Proceeds (Fund 510)
  - Revenues = ($500,000) (Reduction)
  - Expenditures = ($500,000) (Reduction)

CIP 089

- Measure A (Fund 201)
  - Expenditures = ($117,400) (Reduction)
- HSIP (Fund 506)
  - Revenues = $142,400
  - Expenditures = $142,400

Approved Combined Project Budgets in CIP Booklet: $1,550,000

Combined Project Budget Adjustment: ($430,000)

New Total Combined Project Budgets: $1,120,000

ENVIRONMENTAL ANALYSIS:

MSHCP

Beginning July 1, 2008, the RCA started requiring that locally funded Capital Improvement Projects contribute applicable MSHCP fees within 90-days of construction contract award. Fees outside the public right of way are calculated on a cost per acre of disturbed area basis, while fees for typical right of way improvement projects are five percent of construction costs. Staff has determined the project to be exempt from MSHCP fees as it falls under the definition of "Maintenance projects" provided in the MSHCP Mitigation Fee Implementation Manual. Maintenance Projects are exempt from paying MSHCP fees under the MSHCP Fee Program. Therefore, staff recommends that the City Council find that the Projects are exempt from paying MSHCP fees.

CEQA

A Notice of Exemption (NOE) was recorded for each of the Projects on October 9th, 2024. Copies of the NOEs are included as Attachment E.

FISCAL IMPACT:

The City's current Capital Improvement Program (FY 2025/2026 CIP) and City budget were approved and adopted in June 2025. Included in the adopted FY 2025/2026 CIP was an overall construction budget for the Projects of $1,550,000. This budget accounted for both Construction and Construction Admin/Inspection costs. The Contractor's bid of $927,027 is within the overall project budget.

As a result of favorable bid results, staff recommends that the City Council approve a budget

adjustment to appropriate $45,000 in Measure A funds and deappropriate $500,000 in Bond Proceed funds for CIP 088. As a result of favorable bid results and additional Highway Safety Improvement Program (HSIP) funds being made available from Caltrans, Staff recommends that the City Council approve a budget adjustment to appropriate an additional $142,400 in HSIP funds and deappropriate $117,400 in Measure A funds for CIP 089. The revised overall construction budget for the Projects is $1,120,000. This request accounts for $92,703 in contingency funds being requested and $100,000 budgeted for Construction Admin/Inspection costs. The Projects will be fully funded by $790,500 in HSIP funds and $329,500 in Measure A funds. Updated CIP Project Detail Sheets for the Projects are included as Attachment F, and a summary of project funding by project task is included below.

Construction Funding
Measure A (Fund 201) = 229,500
HSIP (Fund 506) = 790,500

Construction Administration/Inspection Funding
Measure A (Fund 201) = 100,000

ATTACHMENTS:
1. Resolution
A - CIP 088/089 Bid Proposal - PTM
B - CIP 088/089 Contract - PTM
C - CIP 088 Geocon Work Order
D - CIP 088/089 TKE Work Order
F - CIP 088/089 Detail Sheet Update (FY 25-26 to 29-30)
E.1 - Notice of Exemption (CIP 088)
E.2 - Notice of Exemption (CIP 089)

RESOLUTION NO. 2025 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA APPROVING PROJECT PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, AND AWARDING A CONSTRUCTION CONTRACT FOR THE BUNDY CANYON ROAD/HARVEST WAY TRAFFIC SIGNAL PROJECT (CIP 088) AND SIGNALIZED INTERSECTION IMPROVEMENTS PROJECT (CIP 089) ("PROJECTS") AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH PTM GENERAL ENGINEERING SERVICES, INC.

WHEREAS, On January 9, 2023 City Staff approved Task Orders for On-Call Design Professional Services with TKE Engineering for the Bundy Canyon Road/Harvest Way Traffic Signal Project (CIP 088) and Signalized Intersection Improvements Project (CIP 089) ("Projects"); and

WHEREAS, a Notice of Exemption for each of the Projects was approved by the Planning Director on October 8th, 2024 and filed with the County of Riverside County Clerk on October 9th, 2024 as Documents No. E-202401114 and E-202401115; and

WHEREAS, Plans, Specifications, and Contract Documents were prepared for the Projects and accepted by the Public Works Director and City staff on October 31, 2024 and May 28, 2025; and

WHEREAS, as part of the required public bidding procedures on August 13, 2025, the City advertised the Projects to solicit bids for construction of the Projects; and

WHEREAS, on September 9, 2025, the City received a total of three bid proposals from contractors for the construction of the Projects; and

WHEREAS, on September 9, 2025, PTM General Engineering Services, Inc. submitted the lowest bid proposal for construction of the Projects from among the three bid proposals; and

WHEREAS, City staff has reviewed and evaluated the bid proposal and verified references and recommends PTM General Engineering Services, Inc. as the lowest responsive and responsible bidder for the construction of the Projects;

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Wildomar City Council, in regular session assembled on October 13th, 2025, that:

1. The City Council accepts and exercises its discretion to approve the Plans, Specifications, and Contract Documents for the Bundy Canyon Road/Harvest Way Traffic Signal Project (CIP 088) and the Signalized Intersection Improvements Project (CIP 089); and
2. The City Council delegates its discretionary authority to the City Manager, City Engineer, and the Public Works Director to approve future revisions to the Plans,

Specifications, and Contract Documents for the Projects; and

3. The City Council waives any irregularities in the bid proposal submitted by PTM General Engineering Services, Inc. for the Projects and authorizes the City Manager to execute a Construction Contract with PTM General Engineering Services, Inc. for the construction of the Projects.

PASSED, APPROVED, AND ADOPTED this 13th day of October 2025

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

RECIEVED
SEP 09 2025
CITY OF WILDOMAR

Bidder:
PTM General Engineering Services, Inc.
5942 Acorn St.
Riverside, CA 92504
(951) 722-5678
CSLB: 891265 DIR: 1000001433

RECIEVED
SEP 09 2025
CITY OF WILDOMAR
@ 2:58 PM

City of Wildomar
Attn: City Clerk
23873 Clinton Keith Rd, Ste 106
Wildomar, CA 92595
T: 951.677-7751

Time of Bid: 3:00 ppm
Date of Bid: 09.09.25
Description: Bundy Canyon Road and Harvest Way Traffic Signal Project & Signalized Intersection Improvements Project
CIP: 088 HSIPSL-5484(018)/089 HSIPSL-5484(015)

BID ENCLOSED – DO NOT OPEN WITH REGULAR MAIL.

Section A.
Bidder's Checklist

All items on the Bidder's Checklist must be initialed and dated for the Proposal to be considered complete. The City of Wildomar reserves the right to award a Contract in a manner and on the basis which will best serve the City, taking into consideration the information in the statement of bidder's Experience/Qualifications and past work history with the City.

The bidders' attention is especially called to the following Bid Proposal Forms which must be executed in full as required.

PART I. Bid Schedule and Bid Form

Bid Schedule

The unit prices bid must be shown in the space provided. The total bid price must be shown in the space provided.

Initial: _____ Date: 9.8.25

Bid Form

To be filled in and signed by the bidder.

Initial: _____ Date: 9.8.25

PART II. Bond Accompanying Bid

This bond is to be executed by the bidder and the surety company unless bid is accompanied by cash. The amount of this bond shall be not less than ten percent (10%) of the total amount bid and may be shown in dollars or on a percentage basis.

Initial: _____ Date: 9.8.25

PART III. Non-Collusion Affidavit

A Non-Collusion Affidavit must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: 9.8.25

PART IV. Experience/Qualifications

A statement of the Bidder's Experience/Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: 9.8.25

PART V. Designation of Subcontractors

A Designation of Subcontractors must be filled out and submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: 9.8.25

PART VI. Insurance Requirements

Part III, Insurance Section and Exhibit B of the Agreement for Construction Services, for this project have been read and understood.

Initial: _____ Date: 9.8.25

PART VII. Project Inspection

The bidder certifies that he has toured the project site, and is familiar with the work involved.

Initial: _____ Date: 9.8.25

PART VIII. Bond Requirements

The bidder understands that a performance bond issued by an approved surety equaling one hundred percent (100.0%) of the Contract amount will be required. A payment bond equaling one hundred percent (100.0%) of the Contract amount will also be required.

Initial: _____ Date: 9.8.25

PART IX. Completion

The City makes no guarantee as to the method of work chosen by the bidder. It is the bidder's responsibility to plan and schedule the work in order to complete the work in the time specified.

Initial: _____ Date: 9.8.25

PART X. Addenda

The bidder acknowledges that he must sign and attach any applicable addenda to the bid proposal.

Initial: _____ Date: 9.8.25

Section B.
Bid Proposal Form

Proposal To: The Honorable Mayor and City Council

City of Wildomar

Wildomar, California

The undersigned bidder hereby proposes to furnish and deliver all necessary labor, tools, material, tax, transportation, services, equipment and other means of construction to perform the work required for the completion of the project entitled **BUNDY CANYON ROAD AND HARVEST WAY TRAFFIC SIGNAL PROJECT & SIGNALIZED INTERSECTION IMPROVEMENTS PROJECT (CIP 088/089)**, in accordance with the plans, specifications and other contract documents, together with all Addenda issued by the City of Wildomar prior to the opening of the bid proposals, if any, now on file at the office of the City Clerk located at 23873 Clinton Keith Road, Suite 110, Wildomar, California, 92595. The amount set forth on the Bid Schedule includes all labor, materials, transportation and services necessary to complete said work, including State of California and local sales or use taxes, license or permit fees, if any.

Said bidder declares that it has read the accompanying Invitation to Bid and Instructions to Bidders, has carefully examined the location(s) of the proposed work, and has examined all contract documents, drawings and addenda issued by the City, and that it will contract with the City to construct and complete the project in satisfactory condition, has completed the Bidder's checklist and all other bid documents set forth in Part II, Sections B through G.

If awarded the Contract, the bidder expressly agrees to begin work not later than fifteen (15) days after being notified in writing by the City Engineer to commence work on the project. The Bidder further agrees to complete all work required under the Contract within **One Hundred Forty (140) Working Days**, as that term is defined in Section 4 of the Agreement, upon the issuance of the Notice to Proceed for Construction, and to accept in full payment therefore the price indicated on the Bid Schedule.

The bidder acknowledges it understands that a waiting period from time of bid opening until award may be sixty (60) days during which time the bid may not be withdrawn. The bidder further acknowledges that it has adjusted the bid price to include all possible items which may influence the proposal during the waiting period. Requests for bid price change due to the delay shall not be agreed to by the City.

As provided in the Bidder's Checklist, enclosed is a ( ) cash deposit, ( ) cashier's check, (x) surety bid bond (check as appropriate) in an amount of not less than ten percent (10.0%) of the amount of the bid. If a bid bond was submitted, the name of the Surety is Nationwide Mutual Insurance in an amount not less than ten percent (10%) of the amount bid. If the enclosure is a check or bond, it is made payable to the City of Wildomar.

The undersigned bidder agrees that the enclosed cash deposit, cashier's check, or surety bond accompanying this proposal, shall be left on deposit with the fund out of which the expenses of preparation and printing of the plans and specifications, estimates of cost, and publication of notice are paid. The undersigned bidder further agrees that this amount is the measure of the liquidated damages which the City will sustain by the default of the undersigned through failure to execute and deliver the above agreement and bonds within ten (10) days of written notice of the award of the contract to the undersigned and that the money or surety bond so deposited shall be collectible and become the property of the City in case of such default.

As required by the Public Contract Code section 4104, the subcontractors listed on the Designation of Subcontractors form constitute each subcontractor and the address and location of place of business of the mill, shop or office of each subcontractor who will perform work or labor or render service to the undersigned bidder in or about the construction of the work hereinabove described in excess of one-half of one percent (0.5%) of the total bid or, in the case of bids or offers for the construction of streets or highways, including bridges in excess of one half of one percent (0.5%) of the Contractor's total bid or ten thousand dollars ($10,000.00), whichever is greater, and the portion of said work which will be done by each subcontractor, if the contract for the said work is awarded to the undersigned.

All bidders shall complete all of the following:

Contractor's Name (Printed): PTM General Engineering Services Inc.

Bidders Signature:

Bidder's Name (Printed): Elizabeth H. Mendoza

Bidders Title: President / CFO

Address: 5942 Acorn St, Riverside, CA 92504

Phone Number: 951.722.5678

Email Address: elizabeth@ptm-eng.com

Date: 9.8.25

Contractor's License Number: 891265

Contractor's License Classification: Class A; C10

Contractor's License Exp. Date: Exp. 02.28.2027

(NOTE TO BIDDERS: No bid shall be valid unless signed by the person making the bid. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and signed by one of the partners; if the same is a corporation, the bid should be signed by the corporation by its properly authorized officer or officers.)

Section C.
Bid Schedule

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the City Engineer. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

SCHEDULE A:
BUNDY CANYON ROAD AND HARVEST WAY TRAFFIC SIGNAL PROJECT
(CIP 088, HSIPSL-5484(018))

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price
1	Mobilization, Demobilization, Bonds, Insurance and Miscellaneous	LS	1	11,000	11,000
2	Traffic Control System	LS	1	13,000	13,000
3	Water Pollution Control Plan	LS	1	1,250	1,250
4	Construction Surveys	LS	1	1000	1000
5	Utility Verification (Potholing)	LS	1	750	750
6	Public Notification	LS	1	750	750
7	Remove Existing Tree and Roots	EA	1	3,000	3000
8	Remove and Salvage Existing Traffic Sign	EA	1	35	35
9	Construct Asphalt Concrete Dike per County of Riverside Std. 212	LF	170	85	14,450
10	Sandblast All Existing Conflicting Striping	LS	1	9,885	9885
11	Install Pavement Marking and Striping	LS	1	22,475	22,475
12	Furnish and Install Sign as Noted	EA	5	625	3,125
13	Traffic Signal Installation at Bundy Canyon Road and Harvest Way, per Plan	LS	1	350,750	350,750

SCHEDULE A: BUNDY CANYON ROAD AND HARVEST WAY TRAFFIC SIGNAL PROJECT (CIP 088, HSIPSL-5484(018))					
Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price
	TOTAL BID PRICE SCHEDULE A				431,470 ⁻⁻

SCHEDULE B: TRAFFIC SIGNAL UPGRADES PROJECT (CIP 089, HSIPSL-5484(015))					
Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price
14	Mobilization, Demobilization, Bonds, Insurance and Miscellaneous	LS	1	13,000	13,000
15	Traffic Control System	LS	1	15,742	15,742 ⁻⁻
16	Construction Surveys	LS	1	1500	1500 ⁻⁻
17	Utility Verification (Potholing)	LS	1	750	750 ⁻⁻
18	Public Notification	LS	1	750	750 ⁻⁻
19	Sandblast All Existing Conflicting Striping	LS	1	8,125	8,125 ⁻⁻
20	Install Pavement Marking and Striping	LS	1	17,565	17,565 ⁻⁻
21	Furnish and Install Sign as Noted Per Plan	EA	1	625 ⁻⁻	625 ⁻⁻
22	Traffic Signal Installation at Bundy Canyon Road and Orange Street, per Plan	LS	1	207500	207500 ⁻⁻
23	Traffic Signal Installation at Corydon Road and Grand Ave, per Plan	LS	1	230000 ⁻⁻	230,000 ⁻⁻
	TOTAL BID PRICE SCHEDULE B				495,557 ⁻⁻
	TOTAL BID PRICE SCHEDULE A + SCHEDULE B				927,020 ⁻⁻

TOTAL BID PRICE "SCHEDULE A" IN WORDS:

_____

TOTAL BID PRICE "SCHEDULE B" IN WORDS:

_____

TOTAL BID PRICE "SCHEDULE A + SCHEDULE B" IN WORDS:

_____

_____

NOTE: The award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid. The lowest responsive bid shall be determined by the TOTAL BID PRICE for SCHEDULE A + SCHEDULE B, as calculated from Unit Prices.

Contractor's Name (Printed): PTM General Engineering Services Inc.

Bidders Signature: _____
(Same Signature as on Proposal)

Bidders Name (Printed): Elizabeth H. Mendoza

Bidders Title: President / CFO

Date: 9.8.25

Section D.
Bidder's Bond

We PTM GENERAL ENGINEERING SERVICES, INC. as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY as Surety are bound unto the City of Wildomar, hereafter referred to as "Oblige", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Oblige for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for BUNDY CANYON ROAD AND HARVEST WAY TRAFFIC SIGNAL PROJECT & SIGNALIZED INTERSECTION IMPROVEMENTS PROJECT (CIP 088/089)

(Copy here the exact description of work, including location, as it appears on the proposal)

for which bids are to be opened at CITY COUNCIL CHAMBERS, 23873 CLINTON KEITH ROAD, SUITE 106, WILDOMAR, CA., 92595 on SEPTEMBER 9, 2025

(Insert place where bids will be opened)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Oblige, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Oblige and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: SEPTEMBER 5, 2025

By Elizabeth H. Mendoza President /CFO
Principal

*By
Surety BRITTON CHRISTIANSEN ,ATTORNEY-IN-FACT

Business Address
5942 ACORN ST.
RIVERSIDE, CA 92504

Business Address
ONE WEST NATIONWIDE BLVD., 1-14-301
COLUMBUS, OH 43215-2220

CERTIFICATE OF ACKNOWLEDGMENT

City of Wildomar

County of _____ SS

On this _____ day of _____ in the year 2025 before me, a notary public in and for the county and state aforesaid, personally appeared _____
Attorney-in-Fact

known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of _____, and acknowledgment to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as Attorney-in-Fact.

(SEAL)

_____
Notary Public

***Note: The signature of the Surety must be done before a Notary Public and acknowledgements with appropriate seals attached hereto. Also the Surety must be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."**

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified In Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 5th day of SEPTEMBER, 2025.

Assistant Secretary

BDJ 1(04-24)00

NL-33

№ 3201

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

AMENDED

Certificate of Authority

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

NATIONWIDE MUTUAL INSURANCE COMPANY

of COLUMBUS, OHIO *, organized under the laws of* OHIO *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:* FIRE, MARINE, SURETY, DISABILITY, PLATE GLASS, LIABILITY, WORKMEN'S COMPENSATION, COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, SPRINKLER, TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS insurance, *as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

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

IN WITNESS WHEREOF, *effective as of the* 18TH *day of* APRIL, 19 72, *I have hereunto set my hand and caused my official seal to be affixed this* 18TH *day of* APRIL, 19 72.

INSURANCE COMMISSION STATE OF CALIFORNIA

RICHARDS D. BARGER
Insurance Commissioner

By John J. Faber
JOHN J. FABER *Deputy*

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

FORM CB-3

41021-505 3-70 300 DUP © OSP

CLEAR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — CIVIL CODE § 1189

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

State of California)

County of Riverside)

On 9.8.25 (Date) before me, Yee Ping Leung, Notary Public (Here Insert Name and Title of the Officer)

Personally appeared Elizabeth H. Mendoza (Name(s) of Signer(s))

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

YEE PING LEUNG
COMM # 2416239
RIVERSIDE County
California Notary Public
Comm Exp Sept. 16, 2026

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 Yee Ping Leung (Signature of Notary Public)

Place Notary Seal Above

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

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

Description of Attached Document

Title or Type of Document _____ Document Date _____

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

Capacity(ies) Claimed by Signer(s)

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

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

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

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

State of California)
County of SAN LUIS OBISPO)

On SEP 0 5 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared BRITTON CHRISTIANSEN,
Name(s) of Signer(s)

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

MCKENZIE SALAZAR
Notary Public - California
San Luis Obispo County
Commission # 2459004
My Comm. Expires Aug 13, 2027

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 MSalazar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

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

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Section E.
Non-Collusion Affidavit

STATE OF CALIFORNIA)
)

COUNTY OF RIVERSIDE)

I, the undersigned, an authorized representative of Elizabeth H. Mendoza, being first duly sworn, deposes and says that the forgoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor's Name (Printed): PTM General Engineering Services Inc.

Bidders Signature: _____
(Same Signature as on Bid Proposal Form)

Bidder Name (Printed): Elizabeth H. Mendoza

Bidders Title: President / CFO

Date: 9.8.25

Subscribed and sworn to before me

this 8th day of September, 2025.

See Attached

_____
Signature of Notary Public

CLEAR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Riverside)

On 9.8.25 (Date) before me, Yee Ping Leung, Notary Public (Here Insert Name and Title of the Officer)

Personally appeared Elizabeth H. Mendoza (Name(s) of Signer(s))

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

YEE PING LEUNG
COMM # 2416239
RIVERSIDE County
California Notary Public
Comm Exp Sept. 16, 2026

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 Yee Ping Leung (Signature of Notary Public)

Place Notary Seal Above

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

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

Description of Attached Document

Title or Type of Document _____ Document Date _____

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

Capacity(ies) Claimed by Signer(s)

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

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Section F.
Experience/Qualifications Statement

The bidder has been engaged in the contracting business, under the present business name for 18 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 30+ years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows:

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
2024	City of Monterey Park - Traffic Signal Installation	$1,035,500.00	City of Monterey Park Mr. Okan Demirci 714.319.6137
2024	Traffic Signal Imp at Imperial & Atlantic	$429,029.00	City of Lynwood Mr. Mir Fattahi 949.351.6505
2024	Traffic Signal Imp at Covina Blvd & Barranca Ave	$541,041.00	City of Covina Mr. Rafael Fajardo 626.384.5490

Move references available upon request.

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location
	See Attached List,		
	All in good condition & M Riverside, Calif.		

Contractor's Name (Printed): PTM General Engineering Services Inc.

Bidders Signature:

Bidders Name (Printed): Elizabeth H. Mendoza
(Same Signature as on Bid Proposal Form)

Bidders Title: President / CFO

Date: 9.8.25

PTM	Insurance	Year	Vehicle Description	Make
PERSONEL VEHICLE:				
		2023	Wrangler Unlimted Sahara	Jeep
		2021	GMC Sierra 1500 Truck	GMC
		2017	Audi	Audi
		2017	Cadillac XT5	Cadillac
		2015	Volkswagen Beetle / Jade	Volkswagen
		1972	GMC 1500 Pickup Truck	GMC
OFFICE VEHICLE:				
		2021	Savana Cargo Van	GMC
		2010	Ford Escape	Ford
		2013	Focus Sedan / (Brian Jr. old car)	Ford
		2022	Landmaster L4 Utility Cart	American
		2016	Nissian Frontier 2.5 Pickup Truck	Nissian
	***	2009	F150 Extended Cab Pickup Truck	Ford
PU 16		2004	F150 Pickup Truck	Ford
PU 13		2022	F-250 Pickup Truck	Ford
PU 12		2019	Silverado 2500 Pickup Truck	Chevrolet
PU 11		2019	Silverado 2500 Pickup Truck	Chevrolet
PU 3		2006	F-150 Truck	Ford
WORK TRUCK:				
		2022	6500 TRUCK	Chevrolet
WT 9		2020	Silverado 6500HD Flatbed	Chevrolet
WT 7		2019	F550 Flatbed	Ford
WT 6		2019	NRR Isuzu Work Truk	Isuzu
WT 5		2019	NRR Isuzu Work Truk	Isuzu
WT 4	RECOVERED	2016	Isuzu Work Truck	Isuzu
CRANE:				
CR 2	IM #20	2020	Peterbilt 348 Giuffre Crane	Peterbilt
CR2.1	IM#20		Manitex 2892C O&D Boom Crane	
BUCKET TRUCK:				
BT 3		2003	F-550 Bucket Truck	Ford
BT 3.1			2900 Tower Platform	Challenger
BT 2		2019	F-550 Bucket Truck	Ford
BT2.1			2019 Attachment: Terex Ut Model: LT40	Terex
VACUUM TRUCK				
VT 1		2023	MD642 Truck	MACK
VT 2		2004	5500 Vacuum Truck (Crane System Removed)	Chevrolet
VT 2V		2011	FX30 FOLDER MISSING	Ditchwitch
DUMP TRUCK:				
DT2 2		2019	348 Load King Dump Truck	Peterbilt
DT2 1		2018	Load King Dump Truck	Peterbilt
DT1 3		2019	Silverado Dump Truck	Chevrolet
FLAT-BED:				
FB 5		2023	F55O TRUCCK	FORD

FB 3		2023	F550 Truck	Ford
		2013	Durastar Flatbed 4300 Dump Truck	Internationa
		2020	Silverado 5500HD Flatbed	Chevrolet
BACKHOE & SKIDSTEERS:				
		2024	CX17C Compact Excavator Mini-Ex #3	CASE
		2023	CX17C Compact Excavator Mini-Ex #2	CASE
BH580 2	IM #63	2021	580 Super N Backhoe	CASE
CX37	IM #56	2019	CX37C Compact Excavator Mini-Ex	CASE
BH580 1	IM #31	2018	580 Super N Backhoe	CASE
S650	IM #26	2014	Bobcat Model S650 Loader	Bobcat
S650A			Auger attachment	Bobcat
S650B	IM #28		9BH Backhoe (attachment for 2014 Loader)	Bobcat
	IM #2	2006	Bobcat 30C Auger (attachment for S205 Loader	Bobcat
	STOLEN	2023	CX17C Compact Excavator Mini-Ex #1	CASE
DIRECTIONAL DRILL:				
JT20	IM #32	2018	Directional Drill / JT20 Jet Trac	Ditch Witc
	IM #33		Rock/Anchors/Umbrella	
	IM #34		FM5 Mudmixer (2018 DD attachment)	
	IM #35		Recon1 Tracker 29KHZ Beacon(2018 DD attachment)	
JT922	IM	2013	Directional Drill/JT922 Jet Trac	Ditch Witch
	IM		FM5 Fluid Mud Mixing System (2013 DD)	Ditch Witch
FORKLIFT:				
	IM	2023	H5OUT Propane Forklift	Hyster
SD80	IM # 42		Sellick SD-80 Forklift Model 113272600	Sellick
H60XM	IM #24	2000	Hyster H60XM Forklift	Hyster
YF12	IM #36	1994	Yale YF12 Forklift	Yale
ARROWBOARD:				
AB 12				National Signal
(AB 8)	IM #17	1997	National Signal S96	National Sign
AB 6		2019	Solar Arrowboard Curve w/STD Deck	National Sign
AB 5		2019	Solar Arrowboard Curve w/STD Deck	National Sign
AB 4		2018	WTSP Solar Trailer Arrowboard	Wanco
AB 3		2018	WTSP Solar Trailer Arrowboard	Wanco
AB 2		2018	WTSP Solar Trailer Arrowboard	Wanco
AB 1		2018	WTSP Solar Trailer Arrowboard	Wanco
	IM #13	2003	National Signal Towable Message Board	National
	IM #29		Highway Safety 25 Light Arrowboard, Solar	
CMS BOARD:				
CMS 7	IM #54	2020	PCMS	Wanco
CMS 6	IM #55	2020	PCMS	Wanco
CMS 5		2018	WVT3 Solar Trailer CMS message board	Wanco
CMS 4		2018	WVT3 Solar Trailer CMS message board	Wanco
CMS 3		2018	WVT3 Solar Trailer CMS message board	Wanco
CMS 2		2018	WVT3 Solar Trailer CMS message board	Wanco

CMS 1	IM #41	2018	WVT3 Solar Trailer CMS message board
SPEED RADAR TRAILER:			
RT 1	IM #53	2020	WSDT-TF Speed Radar Trailer
RT 2	IM #52	2020	WSDT-TF Speed Radar Trailer
LIGHT TOWER:			
		2017	RL4 Light Tower TEREX Kohler
LT 7		2018	RL4 Light Tower TEREX Genie
LT 6		2016	NL5000 Light Tower
LT 1	IM #46	2019	WLTT LED Light Tower Diesel Light Tower
CONCRETE MIXER TRAILER:			
CT 1	IM # 51	2019	MC12PH Concrete Mixer
TRAILER:			
		2018	T40 T/A Equipment Trailer
		2020	Snake River Trailer
		2019	Snake River Trailer
TR 12		2018	614SLT Equipment Trailer
		2000	Wheeler Reeler Model 60 Trailer
TR 8		2018	Towmaster T20D Trailer (Directional Drill JT20)
TR 7		2015	Towmaster TC-12D Trailer (Bobcat Loader S650)
TR 6	IM	2013	Equipment Trailer (Directional Drill JT922)
TR 5	IM	2010	Vacuum Trailer VT16LP Model LP55 Vermeer 500gal
TR 5V			Vacuum 500 gallon
TR 3		2006	Felling Trailer (2018 CASE Backhoe BH 580)
TR 2		2003	Trailer Equipment Trailer
TR 1		1997	Mighty Mover MM03H Trailer
TR 11	STOLEN	2019	FB5 Equipment Trailer
TR 10	STOLEN	1998	Trailer 2627
AIR COMPRESSOR:			
	IM #61	2021	DS185T4F Compressor 185CFM
	IM #62	2021	DS185T4F Compressor 185CFM
*	IM #25		Ingresoll-Rand Skid Mounted Air Compressor
*			Air Compressor /PDS185
WT 7A	IM # 57	2019	Utility Air Compressor 185CFM
WT 6A	IM #14	2007	P185R Compressor
WT 3A	IM #12	2007	P185R Compressor
AC 2	IM #23	1999	Airman Model PDS185S
SKID MOUNTED VACUUM:			
FX20		2011	FX20 150 gallon Vacuum
FX 30		2011	FX30 Vacuum (trailer dismantled)
MISCELLANEOUS EQUIPMENT			
	IM #58	2020	Hammerhead 3" CAT Piercing Tool Model: 30822
	IM #59	2019	Hammerhead 3" CAT Piercing Tool Model: 30822
			14" Cut Off Saw -
			14" Cut Off Saw
	IM #37		Champ 430V Breaker

Section G.
Designation of Subcontractors

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one half of one percent (0.5%) of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways including bridges in excess of one half of one percent (0.5%) of the Contractor's total bid of ten thousand dollars ($10,000.00), whichever is greater. The prime Contractor shall list the portion of the work which will be done by such subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

SUBCONTRACTOR				PORTION OF WORK	% OF TOTAL BID AMOUNT	PORTION OF TOTAL BID AMOUNT ($)
Name	Chris' Company	CSLB #	374600	Marking Striping	6%	61,835.
Location	2380 S. Lilac Ave Bloomington CA 92316	DIR #	1000000306			
Name		CSLB #				
Location		DIR #				
Name		CSLB #				
Location		DIR #				
Name		CSLB #				
Location		DIR #				

Contractor's Name (Printed): PTM General Engineering Services Inc.

Bidders Signature:

Bidders Name (Printed): Elizabeth H. Mendoza

(Same Signature as on Bid Proposal Form)

Bidders Title: President / CFO

Date: 9.8.25

ADDENDUM No. 1
For
Request For Bids for BUNDY CANYON ROAD AND HARVEST WAY TRAFFIC SIGNAL PROJECT & SIGNALIZED INTERSECTION IMPROVEMENTS PROJECT (CIP 088/089)

The following amendments and clarifications are made to the Request for Proposals for Professional Services. Addendum 1 must be signed and returned with proposal.

Item 1 – Response to Proposer's Questions

Question 1:

When is the tentative start date of the project?

Response:

Should the lowest responsive and responsible bid be recommended for award by City Staff, a Contract Agreement could be recommended at the October 8, 2025 City Council meeting. Following approval of the Contract by City Council, there are two separate Notices To Proceed (NTP) that will be issued. Page 11 of the Bid Documents, under • **Time of Completion**, specifies:

"A Notice To Proceed for ordering traffic signal materials and equipment will be issued immediately following the Contract Agreement being fully executed by both parties. The time allowed for this period is **Forty Five (45) working days**. This period shall be used by the Contractor to confirm utility locations, provide project submittals or other supporting documentation for review and acceptance and procure material and equipment to perform the Work. After receiving the proof of traffic signal material and equipment orders from Contractor, City will issue a Notice to Proceed for Construction. The time allowed for the completion of the work is **One Hundred Forty (140) Working Days** following the day that the written Notice to Proceed for Construction (NTP) is issued from the City."

Question 2:

How much is the engineer's estimate? (duplicate questions received)

Response:

$1,268,750 for "Schedule A + Schedule B"

Question 3:

Is there a budget for allowance?

Response:

There is no budget for allowance.

Approved By: Cameron Luna (Aug 29, 2025 08:23:09 PDT) DATE: Aug 29, 2025

Cameron Luna, Project Manager

PTM General Engineering Services Inc

Acknowledged By: Elizabeth A. Mendez DATE: 9.8.25

Proposer's Signature President/CFO

ADDENDUM NO. 1 MUST BE SIGNED AND RETURNED WITH PROPOSAL

PTM General Engineering Services, Inc.

Resolution to Negotiate Contract(s)

RESOLVED, that the President of this Corporation does hereby authorize and empower the Corporate President/CFO and/or Vice President/Secretary to enter into a contract, in the name of and in behalf of this Corporation, upon such terms and conditions as may be agreed upon, at the sole discretion of the President/CFO and/or Vice President/Secretary.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of PTM General Engineering Services Inc., a corporation duly formed pursuant to the laws of the state of California and that the foregoing is a true record of a resolution duly adopted at a meeting of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on February 26, 2025, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 26th of February 2025.

Brian Mendoza

Corporate Secretary

Corporate Seal

Brian Mendoza

Vice President

Elizabeth H. Mendoza

President/CFO

PUBLIC WORKS CONTRACT

This contract ("**Contract**") is effective as of _____, and is between the CITY OF WILDOMAR, a California municipal corporation ("**Owner**"), and PTM GENERAL ENGINEERING SERVICES, a California corporation ("**Contractor**"), collectively referred to as the "**Parties**" and individually a "**Party**."

Recitals. This Contract is entered into with respect to the following facts:

Owner received Contractor's Proposal for the Work involved **Bundy Canyon Road And Harvest Way Traffic Signal Project & Signalized Intersection Improvements Project** ("**Project**"), which is more fully described in the Contract Documents.

Contractor represents and warrants that it is fully qualified to perform all of the Work required to complete the Project.

Contractor agrees to perform all such Work in the time and manner set forth in the Contract Documents.

The City Council has awarded the Contract to Contractor.

Contract Documents. This Contract consists of the following documents ("**Contract Documents**"), all of which are made a part of this Contract:

Contractor's Proposal (for reference purposes only)

Notice to Proceed

This Contract

Verification of California Contractor's License

Contractor's Certificate Regarding Workers' Compensation

Security for payment (labor and materials)

Security for performance

Certificate(s) of Insurance

Bid Documents (including attached plans and drawings)

Other documents (list here)

Exhibit A – Compensation

Exhibit B – Insurance

The Work.

The Work ("**Work**") to be performed by the Contractor is described in the Contract Documents.

In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar Work.

Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work, including any incidental Work that is not expressly shown or described in the Contract Document but is required for the successful completion of the Work.

Contractor must perform all of the Work in strict accordance with the Contract Documents.

Time to Perform the Work.

Commencement Date will be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Final Completion Date: Within 140 working days of date of Construction Notice to Proceed.

Time is of the essence with respect to Contractor's Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.

Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor and not reasonably anticipated by the parties. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of Owner, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

If Contractor is delayed by any cause beyond Contractor's control, Owner may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify Owner in writing within 48 hours of the cause and identify the extent of the delay, how such delay interferes with Contractor's performance of the Work, and the impact of the delay on the Project's schedule's critical path through the submission of a "**Time Impact Evaluation**" (**TIE**).

TIE Format and Contents. Each TIE must include a written narrative and a schedule diagram depicting how the delay or other impact affects other schedule activities. The schedule diagram must show how Contractor proposes to incorporate and mitigate the delay or other impact in the schedule and how it impacts the current schedule update critical path or otherwise. Contractor is also responsible for establishing time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main

sequence of scheduled activities to enable Owner to evaluate the impact of the delay, including any impacted Work activities, to the scheduled critical path.

Contractor is responsible for all costs associated with preparing TIE's, and the process of incorporating TIE's into the current schedule update.

Liquidated Damage Amounts.

As liquidated damages for delay Contractor must pay Owner one thousand dollars ($1,000.00) for each calendar day that expires after the time specified for Contractor to achieve Final Completion of the entire Work, until achieved.

Scope of Liquidated Damages.

Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages will be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

Liquidated damages for delay will cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages will not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to this Contract, a sum representing then-accrued liquidated damages.

Compensation and Payment.

Subject to any limitations provided in the Contract Documents, Owner agrees to pay Contractor, as full consideration for the faithful performance and successful completion of all Work under the Contract Documents, including all labor, materials, equipment furnished in connection therewith, the compensation set forth in Exhibit A ("**Compensation**"), which is made a part of this Contract.

Contractor must furnish to Owner a Pay Estimate for the Work performed in accordance with the Contract Documents. Contractor may not submit a Pay Estimate more often than once every 30 days.

Owner will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. Owner may require Contractor to provide a release of all undisputed Contract amounts contained in the Pay Estimate.

If Owner disputes any item on a Pay Estimate, Owner will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.

Except as to any charges for the Work performed that Owner disputes and excluding the Owner's standard five-percent (5%) retention on all approved progress payments, Owner will cause Contractor to be paid within 30 days of the date of the Pay Estimate or the date that Contractor furnishes Owner with a release of all undisputed Contract amounts, whichever occurs later. If the Project is paid for in whole or in part with federal funds, progress payments made to Contractor will not be subject to the five-percent retention noted above.

In the event there is any claim specifically excluded by Contractor from the operation of any release, Owner may retain an amount not to exceed the amount of the excluded claim.

Labor Code and Prevailing Wage Requirements.

Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's Work per Labor Code section 1810. Contractor will forfeit the statutory penalty to Owner for each Worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such Worker is required or permitted to Work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.

Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of Worker needed to execute this Contract are available for download from the State website: http://www.dir.ca.gov/OPRL/dprewagedetermination.htm.

Contractor must post at the Work site, or if there is no regular Work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at Owner's main office and available to Contractor and any other interested party upon request.

Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all Workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to Owner for each Worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the Worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount

paid to each Worker for each calendar day, or portion thereof, for which each Worker was paid less than the prevailing wage rate.

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's Work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public Works in apprenticeable occupations.

Contractor has reviewed and agrees to comply with any applicable provisions for any public Work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). Owner hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: http://www.dir.ca.gov/dlse/cmu/cmu.html.

Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for Work that qualifies as a "public Work" only to subcontractors which are at that time registered and qualified to perform public Work pursuant to Labor Code Section 1725.5. Contractor must obtain proof of such registration from all such subcontractors. Where the prime contract is less than $15,000 for maintenance Work or less than $25,000 for construction, alternation, demolition or repair Work, such registration is not required.

In addition to submitting the certified payrolls and related documentation to the City, the contractor and all subcontractors are required to submit certified payroll and related documents electronically to the California Department of Industrial Relations (DIR). Failure to submit payrolls to the DIR when mandated by the Project parameters will also result in the withholding of progress, retention and final payment. Certified payroll information for this project must be submitted electronically through LCPtracker. No hard copy payrolls will be accepted.

No contractor or subcontractor may be listed on a bid proposal for a public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Non-Discrimination. Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section and must include these non-discrimination provisions in all subcontracts for performance of the Work.

General Legal Compliance.

In performing the Work, Contractor must comply with all applicable federal, state, and local statutes, laws, regulations, and ordinances including, but not limited to, OSHA requirements.

Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law.

Contractor must maintain a valid California Contractor's License throughout the term of this Contract.

Clayton and Cartwright Act Assignments. In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time Owner tenders final payment to Contractor, without further acknowledgement by the Parties.

Independent Contractor. Contractor is and will at all times remain as to Owner a wholly independent contractor. Neither Owner nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of Owner.

Indemnification.

Contractor agrees to the fullest extent permitted by law (including, without limitation, California Civil Code section 2782) to (1) immediately defend, (2) indemnify, and (3) hold harmless Owner and its officers, directors, employees, agents, contractors, consultants, and other parties Working on Owner's behalf (collectively, "**Owner indemnified parties**") from and against, any and all claims and liabilities, regardless of the nature or type, that directly or indirectly arise out of, pertain to, or relate to performance of the Work under this

Contract by Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract, resulting from any cause whatsoever except for the sole negligence, active negligence, of willful misconduct of Owner (collectively, "**Claims**"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.

Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend Owner in all legal, equitable, administrative, or special proceedings, with counsel approved by Owner, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any Owner indemnified party. If it is finally adjudicated that liability was caused by the sole negligence, active negligence, or willful misconduct of any Owner indemnified party, then Contractor may submit a claim to Owner for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Owner indemnified party.

Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the Owner's legal counsel to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. Owner will use its best efforts to avoid duplicative attorney Work or appearances in order to keep defense costs to a reasonable minimum.

Contractor agrees that settlement of any Claim will require the consent of Owner. Owner agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify Owner for the costs of any such settlement as required under this Contract.

Contractor's obligation to indemnify Owner applies unless it is finally adjudicated that the liability was caused by the sole, negligence, active negligence, or willful misconduct of a Owner indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole negligence, active negligence, or willful misconduct of an Owner indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.

For the purposes of this section, "Owner" includes the City of Wildomar's officers, officials, board members, employees and agents.

The provisions of this section will survive the expiration or earlier termination of this Contract.

Insurance. Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit B ("**Insurance**"), which is made a part of this Contract.

Notice.

All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To Owner: City of Wildomar
23873 Clinton Keith Road, Suite 210
Wildomar, CA 92595
Attention: Jason Farag
Phone: (951) 677-7751 ext. 219
Email: jfarag@wildomar.gov

To Contractor: PTM General Engineering Services Inc
5942 Acorn St.
Riverside, California 92504
Attention: Elizabeth H. Mendoza
Phone: (951) 722-5678
Email: Elizabeth@ptm-eng.com

Notice will be deemed effective on the date personally delivered or transmitted by facsimile, or such other electronic means as may be agreed to by the parties. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

Any Party may change its notice information by giving notice to the other Party in compliance with this section, before the change in notice information becomes effective.

Owner Rights of Termination and to Complete the Work.

Termination for Cause (Default). The occurrence of any of the following is a default by Contractor under this Contract:

Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time specified or any permitted extension.

Contractor fails to complete the Work on time.

Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Contractor fails to supply enough properly skilled Workers or proper materials to complete the Work in the time specified.

Contractor fails to make prompt payment to any subcontractor or for material or labor.

Contractor breaches or fails to perform any obligation or duty under the Contract and such breach or failure remains uncorrected following Owner's notice to Contractor of the breach.

Upon the occurrence of a default by Contractor, Owner will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice of default, or makes satisfactory arrangements acceptable to Owner for the correction or elimination of such default, as determined by Owner, Owner may thereafter terminate this Contract by serving written notice termination on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.

In event of any such termination, Owner will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the surety does not give Owner written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, Owner may take over the Work and prosecute the same to completion by separate contract or by any other method Owner may deem advisable, at the sole cost and expense of Contractor. Contractor and the surety will be liable to Owner for any and all excess costs or other damages incurred by Owner in completing the Work.

If Owner takes over the Work as provided in this Section, Owner may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.

If Owner takes over the Work, Owner may also take possession of outstanding materials on order for the completion of the project, upon payment to the vendor. All excess costs incurred by Owner in obtaining such materials, will be the responsibility of the Contractor.

Termination for Convenience. Owner may terminate performance of the Work under the Contract in accordance with this clause in whole, or from time to time in part, if Owner determines that termination is in Owner's best interest. Termination will be effected by Owner delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract is terminated, and the effective date of the termination.

Contractor must comply with Owner's direction regarding the effective date of the termination, the extent of the termination, and must stop Work on the date and to the extent specified.

Contractor will be entitled to a total payment on account of the Contract Work so terminated, measured by (i.) the actual cost to Contractor for Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of Work performed, and (ii.) offset by payments made and other Contract credits. In connection with any such calculation; provided, however, Owner retains all rights and remedies under the Contract including, without limitation, claims, indemnities, setoffs/offsets, or back charges.

Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

Project Documents. All product/material data sheets, shop drawings, submittals, submittal logs, samples, invoices, purchase orders, operation and maintenance manuals and instructions, RFIs, RFI logs, maps, models, notes, photographs, reports, studies and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of Owner. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to Owner in its possession, but may retain copies of any of the Project Documents it may desire.

Change Orders and Claims

The Public Contract Code including, without limitation, Section 7105(d)(2), and Government Code section 930.2 and following, apply to all procedures for changes, time extensions, change orders (time or compensation) and claims.

Any change, waiver, or omission to implement the contract change order and claim procedures will have no legal effect unless expressly permitted in a fully executed change order approved by Contractor and Owner.

Resolution of Construction Claims (PCC § 20104 and following)

Public Contract Code section 20104 and following, specifies required provisions on resolving contract claims less than $375,000, which are set forth below, and constitute a part of this Contract.

For the purposes of this section, "claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. In order to qualify as a claim, the written demand must state that it is a claim submitted under Section 17 of the Contract and be submitted in compliance with all requirements of this Section.

Separate Contractor claims that together total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this Section.

A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.

This section does not apply to tort claims, and nothing in this section is intended nor may it be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.

Claims Procedure under Public Contract Code § 20104 and following:

The claim must be in writing, submitted in compliance with all requirements of the Contract including, without limitation, the time prescribed by and including the documents necessary to substantiate the claim. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims under the Contract.

For claims of fifty thousand dollars ($50,000) or less, Owner will respond in writing within 45 days of receipt of the claim, or Owner may request in writing within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses or claims Owner may have against Contractor. If additional information is thereafter required, it must be requested and provided in accordance with this section upon mutual agreement of Owner and Contractor. Owner's written response to the claim, as further documented, must be submitted to Contractor within 15 days after receipt of further documentation or within a period of time no greater than taken by Contractor in producing the additional information, whichever is greater.

For claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner will respond in writing within 60 days of receipt of the claim, or Owner may request in writing within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses or claims Owner may have against Contractor. If additional information is thereafter required, it must be requested and provided in accordance with this section, upon mutual agreement of Owner and Contractor; Owner's written response to the claim, as further documented, must be submitted to Contractor within 30 days after receipt of further documentation or within a period of time no greater than taken by Contractor in producing the additional information, whichever is greater.

Meet and Confer: If Contractor disputes Owner's written response, or Owner fails to respond within the time prescribed above, Contractor must notify Owner, in writing, either within 15 days of receipt of Owner's response or within 15 days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within 30 days for settlement of the dispute. Following the meet and confer conference, if the

claim or any portion remains in dispute, Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed will be tolled from the time Contractor submits its written claim as set forth in this section, until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

Claims Process under Public Contract Code § 9204:

Upon receipt of a claim pursuant to this section, Owner must conduct a reasonable review of the and, within a period not to exceed 45 days, must provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this subsection.

The Contractor must furnish reasonable documentation to support the claim.

If Owner needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, Owner will have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the claim will be processed and made within 60 days after Owner issues its written statement. If Owner fails to issue a written statement, subsection 17.6.3 above will apply.

If the Contractor disputes Owner's written response, or if Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, Owner will schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Owner must provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after Owner issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, will be submitted to nonbinding mediation, with Owner and the Contractor sharing the associated costs equally. Owner and Contractor must mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party will select a mediator and those mediators will select

a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party will bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute will be subject to applicable procedures outside this section.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized must conform to the timeframes in this section.

This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

Failure by Owner to respond to a claim from contractor within the time periods described in this section or to otherwise meet the time requirements of this section will result in the claim being deemed rejected in its entirety. A claim that is denied by reason of Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, will not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

Amounts not paid in a timely manner as required by this section will bear interest at seven percent per annum.

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the contractor may present to Owner a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on its own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for Work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to Owner must furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor must notify the subcontractor in writing as to whether the Contractor presented the claim to Owner and, if the Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

General Provisions.

Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.

Assignment. Contractor may not assign this Contract without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

Third Party Beneficiaries. Contractor's subcontractor must agree to be bound to the terms of the Contract Documents to the extent of their scope of Work, including but not limited to, terms regarding indemnity and dispute resolution, and must agree that Owner is deemed an express third party beneficiary of their subcontracts. Nothing in this Contract, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Contract.

Binding Effect. This Contract is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.

Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and Owner prior to the execution of this Contract.

Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the Board of Directors of Owner or Owner Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

Audit/Inspection Of Records. Contractor shall maintain all documents and records prepared by or furnished to Contractor during the course of performing the Work for at least three (3) years following completion of the Work. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records and job cost reports/data documenting all labor, materials, equipment and Work furnished under this Contract, and invoices, payrolls, records and all other data related to matters covered by this Contract. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from any such records, and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after Owner makes the final or last payment or within three (3) years after any pending issues and disputes between Owner and Contractor regarding this Contract Agreement are resolved, whichever is later.

Counterparts, Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. This Contract and any amendments will be considered executed when the signature of a party is delivered by electronic transmission. Such electronic signature will have the same effect as an original signature.

Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by Owner of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

Governing Law and Venue. This Contract shall be deemed to have been executed in the City where the Project is located. Enforcement of this Agreement shall be governed by the laws of the State where the Project is located, excluding its conflict of laws rules. In the event of litigation between the parties, venue in state trial courts will be in the County of Riverside.

The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

OWNER: CITY OF WILDOMAR

_____
Chris Mann, Interim City Manager

ATTEST:

_____
Janet Morales, City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex, City Attorney

CONTRACTOR: PTM GENERAL ENGINEERING SERVICES, INC.
(If not an individual, two signatures are required)

_____
Elizabeth H. Mendoza, President/CFO

_____
Brian Mendoza, Vice President/Secretary

EXHIBIT A

COMPENSATION

The total compensation under this Contract may not exceed:

The sum of Nine Hundred Twenty Seven Thousand, Twenty Seven Dollars and Zero Cents ($927,027.00)

ISSUED IN TWO (2) ORIGINAL COUNTERPARTS

BOND NUMBER 7901265563

PREMIUM:$10,915.00 IS SUBJECT TO CHANGE BASED ON FINAL CONTRACT PRICE.

PERFORMANCE BOND

On _____, the City of Wildomar, a California municipal corporation ("**OWNER**"), awarded a contract ("**Contract**") to PTM GENERAL ENGINEERING SERVICES, INC. ("**CONTRACTOR**" or "**PRINCIPAL**"), for the Work ("**Work**") identified as BUNDY CANYON ROAD AND HARVEST WAY TRAFFIC SIGNAL PROJECT & SIGNALIZED INTERSECTION IMPROVEMENTS PROJECT

The Contract and related documents ("**Contract Documents**") are incorporated and made a part of this performance bond.

Under the Contract, CONTRACTOR is required to furnish this bond providing for the faithful performance of the Work

NOW, THEREFORE, we, CONTRACTOR, as PRINCIPAL, and NATIONWIDE MUTUAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of OHIO and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto OWNER, in the sum of NINE HUNDRED TWENTY SEVEN THOUSAND TWENTY SEVEN NO/100 dollars ($ 927,027.00), lawful money of the United States of America, this sum being not less than one hundred percent (100%) of the estimated amount payable by OWNER under the terms of the Contract , PRINCIPAL and SURETY, bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, by this instrument.

BOND CONDITIONS

1. PRINCIPAL will perform the Work the identified in the Contract. OWNER has estimated the required amount of the bond as shown above.

2. PRINCIPAL's performance of the Work will be done in accordance with the Contract Documents. Should PRINCIPAL fail to satisfactorily complete all required Work within the time allowed, OWNER may, at its sole discretion, either (1) cause all required Work to be done and the parties executing this bond will be firmly bound for the payment of all necessary costs for the performance of this Work or (2) make demand upon the SURETY to complete the required Work in which event the SURETY will commence completion of the Work within 30 days of the OWNER'S demand unless otherwise agreed in a writing signed by the parties.

3. PRINCIPAL will guarantee the Work against any defective Work, labor or materials for a period of one year following the completion and acceptance of the Work by OWNER.

4. This bond is conditioned upon and guarantees due compliance with all applicable law.

5. SURETY agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of

the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.

6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:

A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and

B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

7. In case suit is brought upon this bond, the court will award and SURETY must pay, in addition to the face amount of this bond, all costs and reasonable attorney's fees incurred by OWNER in successfully enforcing any obligation under this bond.

IN WITNESS THEREOF, we have hereunto set our hands and seals this 16TH day of SEPTEMBER, 2025.

PRINCIPAL PTM General Engineering Services Inc.

By Elizabeth H. Mendoza

Title President / CFO

Address 5942 ACORN ST.

RIVERSIDE, CA 92504

951-710-1000
Telephone Number

Signature

SURETY

By BRITTON CHRISTIANSEN

Title ATTORNEY-in-FACT

Address 575 PRICE ST. #207

PISMO BEACH, CA 93449

805-343-7434

Telephone Number

Signature BRITTON CHRISTIANSEN, ATTORNEY-in-FACT

* **ALL SIGNATURES ON THIS PERFORMANCE BOND MUST BE NOTARIZED USING APPROPRIATE 8½" x 11" NOTARY ACKNOWLEDGEMENT FORM.**

** **Appropriate modifications will be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.**

*** **Corporations must affix corporate seal.**

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss
On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 16th day of SEPTEMBER, 2025.

Assistant Secretary

BDJ 1(04-24)00

CLEAR

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

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

State of California)

County of Riverside)

On 9.17.25 (Date) before me, Yee Ping Leung, Notary Public (Here Insert Name and Title of the Officer)

Personally appeared Elizabeth H. Mendoza (Name(s) of Signer(s))

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

YEE PING LEUNG
COMM # 2416239
RIVERSIDE County
California Notary Public
Comm Exp Sept. 16, 2026

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 Yee Ping Leung (Signature of Notary Public)

Place Notary Seal Above

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

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

Description of Attached Document

Title or Type of Document _____ Document Date _____

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

Capacity(ies) Claimed by Signer(s)

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

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

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

State of California)
County of SAN LUIS OBISPO)

On SEP 16 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared BRITTON CHRISTIANSEN
Name(s) of Signer(s)

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

MCKENZIE SALAZAR
Notary Public - California
San Luis Obispo County
Commission # 2459004
My Comm. Expires Aug 13, 2027

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 MSalazar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

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

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

ISSUED IN TWO (2) ORIGINAL COUNTERPARTS

BOND NUMBER 7901265563

PREMIUM IS INCLUDED IN PERFORMANCE BOND.

PAYMENT BOND

On _____, the City of Wildomar, a California municipal corporation ("**OWNER**"), awarded a contract ("**Contract**") to PTM GENERAL ENGINEERING SERVICES, INC. ("**CONTRACTOR**" or "**PRINCIPAL**"), for the Work ("**Work**") identified as BUNDY CANYON ROAD AND HARVEST WAY TRAFFIC SIGNAL PROJECT & SIGNALIZED INTERSECTION IMPROVEMENTS PROJECT

PRINCIPAL is required to furnish a bond under the Contract to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law.

PRINCIPAL and NATIONWIDE MUTUAL INSURANCE COMPANY, a corporation incorporated under the laws of the State of OHIO and licensed by the State of California to execute bonds and undertakings as sole surety ("**SURETY**"), are held and firmly bound unto OWNER in the sum of NINE HUNDRED TWENTY SEVEN THOUSAND TWENTY SEVEN NO/100 dollars ($927,027.00), lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

BOND CONDITIONS

1. PRINCIPAL will construct the Work identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. OWNER has estimated the required amount of the bond as shown above.

2. If PRINCIPAL, its heirs, executors, administrators, successors, assigns or subcontractors fail to pay any of the persons named in California Civil Code section 3181, or any amounts due under the California Unemployment Insurance Code with respect to Work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors under Unemployment Insurance Code section 13020, with respect to Work or labor performed under the Contract, SURETY will pay for the same in an amount not exceeding the penal sum specified in this bond.

3. This bond inures to the benefit of any of the persons named in Civil Code section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. In case suit is successfully brought upon this bond, SURETY further agrees to pay all reasonable attorneys' fees and costs in an amount fixed by the court.

4. This bond is conditioned upon and guarantees due compliance with all applicable law.

5. SURETY agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of

the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.

6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:

A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and

B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

IN WITNESS THEREOF, we have hereunto set our hands and seals this 16TH day of SEPTEMBER, 2025.

PRINCIPAL PM General Engineering Services Inc

By Elizabeth H. Mendoza

Title President / CFO

Address 5942 ACORN ST.

RIVERSIDE, CA 92504

951-710-1000
Telephone Number

Signature

SURETY

By BRITTON CHRISTIANSEN

Title ATTORNEY-in-FACT

Address 575 PRICE ST. #207

PISMO BEACH, CA 93449

805-343-7434

Telephone Number

Signature BRITTON CHRISTIANSEN, ATTORNEY-in-FACT

* **ALL SIGNATURES ON THIS PAYMENT BOND MUST BE NOTARIZED USING APPROPRIATE 8½" x 11" NOTARY ACKNOWLEDGEMENT FORM.**

** **Appropriate modifications will be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.**

*** **Corporations must affix corporate seal.**

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

SEAL

STATE OF NEW YORK COUNTY OF KINGS: ss
On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 16th day of SEPTEMBER, 2025.

Assistant Secretary

BDJ 1(04-24)00

CLEAR

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

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

State of California)

County of Riverside)

On 9.17.25 (Date) before me, Yee Ping Leung, Notary Public (Here Insert Name and Title of the Officer)

Personally appeared Elizabeth H. Mendoza (Name(s) of Signer(s))

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

YEE PING LEUNG
COMM # 2416239
RIVERSIDE County
California Notary Public
Comm Exp Sept. 16, 2026

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 Yee Ping Leung (Signature of Notary Public)

Place Notary Seal Above

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

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

Description of Attached Document

Title or Type of Document _____ Document Date _____

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

Capacity(ies) Claimed by Signer(s)

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

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

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

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

State of California)
County of SAN LUIS OBISPO)

On SEP 16 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared BRITTON CHRISTIANSEN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

MCKENZIE SALAZAR
Notary Public - California
San Luis Obispo County
Commission # 2459004
My Comm. Expires Aug 13, 2027

Signature MSalazar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

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

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

CERTIFICATE REGARDING

WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract.

FIM Consulting Engineering Svcs. Inc
Elizabeth H. Mendoza
Name (print or type) President/CFO

9.17.25
Date

Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/16/2025

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

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

PRODUCER

McRae Associates Insurance Services
1265 N. Manassero St Suite 303
Anaheim, CA 92807

CONTACT NAME: Maricela Aguirre
PHONE (A/C, No, Ext): (714)779-6999 FAX (A/C, No): (714)779-6903
E-MAIL ADDRESS: maricela@mcraeinsurance.insure

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	ADMIRAL INSURANCE COMPANY	24856
INSURER B :	EVEREST NATIONAL INSURANCE COMPANY	10120
INSURER C :	Admiral Insurance Company	24856
INSURER D :	Ace American Insurance Co	22667
INSURER E :	ATLANTIC SPECIALTY INSURANCE COMPANY	27154
INSURER F :	GREAT AMERICAN INSURANCE CO	16691

INSURED

PTM GENERAL ENGINEERING SERVICES, INC.
PO BOX 7745
RIVERSIDE, CA 92503

COVERAGES CERTIFICATE NUMBER: 00000180-0 REVISION NUMBER: 99

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Deductible $5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	CA000033335-07	01/29/2025	01/29/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / X SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Deduc. Comp/Coll. $2,000	Y	Y	CF1CA00225-221	02/09/2025	02/09/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ 0	Y	Y	GX000005151-04	01/29/2025	01/29/2026	EACH OCCURRENCE AGGREGATE In Excess of	$ $ $	5,000,000 5,000,000 GL & Aut
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	C73853096	08/01/2025	08/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	2,000,000 2,000,000 2,000,000
E	IM / LEASED & RENT.			710-03-95-03-00	07/10/2025	07/10/2026	LIMITS		300,000
F	BUILDERS RISK POLICY			IMP25710650200	05/23/2025	05/23/2026	LIMIT		$500,000

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

PROJECT DESC: BUNDY CANYON RD. & HARVEST WAY TRAFFIC SIGNAL PROJECT (CIP 088) & SIGNALIZED INTERSECTION IMPROVEMENTS PROJECT (CIP 089) (PTM JOB P25-18)

CITY OF WILDOMAR, ITS OWNER, ITS OFFICIALS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED WITH RESPECTS TO THE ABOVE-MENTIONED POLICIES PERATTACHED ENDORSEMENT(S). COVERAGE IS PRIMARY & NON-CONTRIBUTORY AS REQUIRED BY WRITTENCONTRACT, PER ATTACHED ENDORSEMENT FORMS. WAIVER OF

(continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER

CITY OF WILDOMAR
23873 CLINTON KEITH RD. STE 110
Wildomar, CA 92595

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(MAG)

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
McRae Associates Insurance Services		PTM GENERAL ENGINEERING SERVICES, INC.
POLICY NUMBER N/A		
CARRIER Multiple Carriers	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
SUBROGATION APPLIES, IF REQUIRED BY WRITTEN CONTRACT.

* SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, A 30 DAY WRITTEN NOTICE WILL BE ISSUED.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/28/2025

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

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

PRODUCER	CONTACT NAME: Maricela Aguirre
PATRICK MCRAE INSURANCE SERVICES 1265 N. MANASSERO SUITE 303 ANAHEIM HILLS CA 92807	PHONE (A/C, No, Ext): (714) 779-6999 FAX (A/C, No): (714) 779-6903 E-MAIL ADDRESS: certrequest@mcraeinsurance.insure

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CRUM & FORSTER SPECIALTY INSURANCE COMPANY	44520
INSURER B : UNDERWRITERS AT LLOYD'S, LONDON	AA1122000
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	
PTM GENERAL ENGINEERING SERVICES, INC. PO BOX 7745 RIVERSIDE CA 92503	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y	Y	SEO-130598 2ND TIER-GOING OVER PRIMARY EXCESS	01/29/2025	01/29/2026	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	CONTRACTORS POLLUTION LIABILITY			ENP0011784-01	08/24/2025	08/24/2026	LIMIT OF INS. $1,000,000 EACH INCIDENT $2,000,000 POL. AGG.	

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

Certificate holder and Description is the same as listed on the first certificate.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
P.T.M. GENERAL ENGINEERING SERVICES, INC. 5942 ACORN STREET, RIVERSIDE, CA 92504	Policy Number Symbol: WLR Number: C73853096
Policy Period 8/1/2025 TO 8/1/2026	Effective Date of Endorsement 8/1/2025

Issued By (Name of the Insurance Company)
Ace American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization:

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   ALL CALIFORNIA OPERATIONS

3. Premium:
   The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: $0

Patti D. Otanez
Authorized Agent

WC 90 03 75 (05/18)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that is an owner or manager of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the Named Insured is performing ongoing operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

© Insurance Services Office, Inc., 2012

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that is an owner or manager of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products-completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	All locations except locations where "your work" is or was related to a job or project involving single-family dwellings, multi-family dwellings (other than rental apartments in an apartment building: (a) originally constructed and at all times used for such purpose, or (b) converted from a commercial building), condominiums, townhomes, townhouses, time-share units, fractional-ownership units, cooperatives and/or any other structure or space used or intended to be used as a residence.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2011

3. **Limits of Insurance**

   a. The amount we will pay for damages is limited as described below with respect to damages covered under this endorsement:

      (1) The Aggregate Limit shown in the Schedule is the most we will pay for the sum of all damages because of "property damage";

      (2) The Each Occurrence Limit shown above is the most we will pay for the sum of all damages because of "property damage" arising out of any one "occurrence";

      (3) Supplementary Payments will reduce the Each Occurrence and Aggregate Limits of Insurance shown in the Schedule; and

      (4) All sums we pay for damages or Supplementary Payments under this endorsement will reduce the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

4. **Other Insurance**

   This insurance is excess over any other valid and collectible Property or Inland Marine insurance available to you, either as a Named Insured or an Additional Insured, whether primary, excess, contingent or any other basis.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

(Insurance Services Office Endorsement CG 20 01 04 13)

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and
(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

(Insurance Services Office Endorsement CG 24 04 05 09)

SCHEDULE

Name Of Person Or Organization:
Any person or organization, but only if the following conditions are met: (1) You have expressly agreed to the waiver in a written contract; and (2) The injury or damage first occurs subsequent to the execution of the written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Includes copyrighted material of Insurance Services Office, Inc., with its permission, 2009, 2012 & 2013.

POLICY NO.: CF1CA00225-221

COMMERCIAL AUTO
ECA 04 521 04 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

SCHEDULE

Name Of Additional Insured Organization
ALL ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED TO BE NAMED AS AN ADDITIONAL INSURED ON THIS POLICY WITH REGARD TO THEIR OPERATION, MAINTENANCE OR USE OF A COVERED "AUTO".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to the **Who Is An Insured** paragraph under Section **II – Liability Coverage**:

The organization shown in the Schedule with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such organization to this policy as an additional insured in order to comply with the terms of a written "insured contract" or written agreement. This does not apply when such contract or agreement:

A. Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or

B. Is executed after the date of "loss".

This paragraph does not apply if:

1. The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
2. You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

Copyright, Everest Reinsurance Company, 2014
Includes copyrighted material of Insurance Services Office, Inc.,
used with its permission

COMMERCIAL AUTO
ECA 24 503 02 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "ACCIDENT".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for an "accident" or "loss", provided that you are required under a written agreement to waive your rights of recovery. The written agreement must be made prior to the date of the "accident" or "loss". This waiver applies only to the person or organization shown in the Schedule above.

Copyright, Everest Reinsurance Company, 2014
Includes copyrighted material of Insurance Services Office, Inc., used with its permission.

COMMERCIAL AUTO
ECA 24 509 04 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION – BLANKET

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Paragraph **c.** of the **Other Insurance General Condition** is replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

Additionally, only the coverage and limit of insurance requirements of the "insured contract" shall apply, and in no event shall those requirements exceed the coverage and limits of insurance provided under this policy.

Copyright, Everest Reinsurance Company, 2014
Includes copyrighted material of Insurance Services Office, Inc., used with its permission

Proposal No. MU-25-0740-P-SI
September 24, 2025

Mr. Cameron Luna
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, California 92595

Subject: PROPOSAL FOR GEOTECHNICAL OBSERVATION, CONCRETE SAMPLING, AND MATERIALS TESTING SERVICES DURING TRAFFIC SIGNAL IMPROVEMENTS
CIP 088/089
WILDOMAR, CALIFORNIA

Mr. Luna:

In accordance with your request, Geocon West, Inc. (Geocon) is pleased to submit this proposal to provide foundation observation, concrete sampling, and materials testing services during improvements for the City of Wildomar CIP 088/089 Bundy Canyon and Harvest Way Traffic Signal Improvements project located in Wildomar, California. This proposal has been prepared based on our review of the project Bid Documents, project plans from TKE Engineering (accepted by the City on May 28, 2025), our discussions with you, and our experience on similar projects.

PROJECT UNDERSTANDING

The proposed construction will consist of the installation of new traffic signals, upgraded signage and striping, construction of an asphalt concrete (AC) dike, and removal of existing streetlights. You have indicated that Geocon will be needed for foundation observations, concrete sampling and materials testing services. You have also indicated that a final report of our geotechnical observation, concrete sampling, and materials testing services will not be required.

Geocon's services will be provided on an on-call, as-needed basis in accordance with the Wildomar 2024 Schedule of Fees. You will not be billed for services or testing estimated but not needed. Conversely, if additional time, services, or testing is needed beyond the estimate, the additional work would be billed on a time and materials basis in accordance with the current schedule of fees.

SCOPE OF SERVICES

This proposal was prepared based on information and documentation provided to us, and our experience with similarly scoped projects. Please note that our services are provided on a time and materials basis and are determined by the contractor's pace and efficiency, as we have no control over the project construction progression.

Our anticipated scope of services to perform geotechnical observation, concrete sampling, and materials testing during improvements at the site is summarized below.

- Provide foundation observation on excavations for pad footings on a part-time, as-needed basis. We have estimated 1 visit will be required.
- Provide sampling of concrete (PCC) for traffic signal foundations on a part-time, as-needed basis during concrete placement. We have estimated 2 visits will be required for concrete sampling.
- Perform laboratory testing of PCC samples.
- Provide professional project support, which includes project management, attendance at meetings when requested, scheduling and coordination, response to RFI's, and QA/QC support.

ESTIMATED FEES

Based on our experience, we have estimated the costs for this project on the table below. The fee estimate is for budgeting purposes. Our services will be provided from portal to portal on a time and materials basis in accordance with the current *Schedule of Fees*. The invoices will be itemized to reflect only the actual time and costs incurred. We will track the budget monthly and keep you informed of the monthly and cumulative costs for each line item estimated herein.

We have prepared this proposal with the understanding that this is a California prevailing wage project; however, Skilled and Trained Workforce Requirements are ***not*** applicable. If Client should conclude the foregoing understanding is incorrect, please so advise us in writing immediately. If failure to so advise us results in the imposition of fines, penalties, claims or damages against us, Client will reimburse us for all costs and expenses.

Cost Estimation Table

Activity Description	Personnel	Rate	Qty	Estimate
Geotechnical & Special Inspection				
Geotechnical Observation & Testing Services				
Foundation Observation - Estimated 1 Visit	Field Supervisor	$167.31	4	$669.24
			Subtotal:	**$669.24**
Special Inspection & Materials Testing Services				
Concrete Sampling & Testing - Estimated 2 Visits	ACI Technician - Level I	$130.18	8	$1,041.44
Vehicle & Equipment	Engineering Technician	$15.00	8	$120.00
			Subtotal:	**$1,161.44**
Geotechnical Laboratory Testing				
PCC Compression Strength	Laboratory	$30.00	12	$360.00
Sample Pick Up & Delivery	Technician/Lab Tech	$130.18	1	$130.18
			Subtotal:	**$490.18**
Professional Project Support				
Project Management, QA/QC, Meetings, Etc…	Sr. Staff Geologist/Engineer	$132.61	4	$530.44
Project Coordination/Scheduling, QA QC	Field Supervisor	$127.31	1	$127.31
			Subtotal:	**$657.75**
			ESTIMATE:	**$2,978.61**

LIMITATIONS

It is mutually agreed between client and Geocon that all services afforded and work performed by Geocon are provided pursuant to Civil Code Section 2782, *et seq.*, and such agreement is expressly integrated into and made a part of any and all contracts or agreements entered into between the parties.

Please carefully review the contents of this proposal. If they meet with your approval, send us a purchase order in accordance with our on-call agreement with the City of Wildomar. Services provided by Geocon will be pursuant to the on-call agreement.

Should you have any questions regarding this proposal, or if we may be of further service, please contact the undersigned at your convenience.

Very truly yours,

GEOCON WEST, INC.

Kai B. Parker
Field Supervisor/Project Manager

KBP:LAB:hd

Attachments: Wildomar 2024 SOF

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman	$88.05/hr.
Engineering Assistant/Lab Technician.	$98.66/hr.
Engineering Field Technician	*79.57/hr.
Senior Field Technician	*79.57/hr.
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	*90.18/hr.
Field Technician Supervisor	*127.31/hr.
Staff Engineer/Geologist	*127.31/hr.
Sr. Staff Engineer/Geologist	*132.61/hr.
Project Engineer/Geologist	*143.22/hr.
Senior Project Engineer/Geologist	*153.83/hr.
Senior Engineer/Geologist	*164.44/hr.
Associate Engineer/Geologist	*175.05hr.
Principal Engineer/Geologist/Litigation Support	265.23/hr.
Attorney Fees (General)	*350/hr.
Deposition or Court Appearance	$400/hr.
Overtime/Saturday Rate/Night Rate (10pm – 6am w/ 8 Hr minimum per call out)	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Field Services Fee (per day or per call-out)	4 Hours
Short-Notice Cancellation (after 4 pm of the day prior to the scheduled inspection time)	4 Hours
Short-Notice Cancellation (upon or after arrival at jobsite)	4 Hours

*Prevailing Wage (PW) California Labor Code §1720, et. Seq. add $40/hr.

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	Quote
Vehicle Mileage	0.75/mile

EQUIPMENT & MATERIALS

*Nuclear Density Gauge/Sand Cone Testing Equipment	$10/hr.	Water Buffalo	$75/ea.
*Vehicle	$10/hr.	Battery-Powered Pump	$100/day
*Special Inspection Equipment	$5/hr.	Water Level Indicator	$50/day
Coring Machine (concrete, asphalt, masonry)	$285/day	Perforated 3" PVC Pipe	$25/10ft.
Generator	$105/day	Gravel	$30/bag
Double Ring Infiltrometer	$135/day	Sand	$30/bag
GPS Unit	$175/day	AC Cold Patch	$30/bag
Pick-up Truck	$150/day	Quick Set PCC Patch	$30/bag
Mobile Laboratory with Lab Technician	$1,650/day	Temp Marking Paint	$15/can
Drive-Tube Sampler	$60/day	Lath	$10/ea.
Hand-Auger	$50/day	Air Compressor	$150/day
Dynamic Cone Penetrometer	$250/day	Soil Sample Tube	$15/ea.
Double Ring Infiltrometer	$200/day	Percussion Hammer Drill	$125/day
Manometer	$100/day		
Schmidt Hammer	$100/day		

LABORATORY TESTS

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold $220
(D698/D1557/T99/T108) 6-inch mold $230
(CT 216) California Impact $230
Check Point $100
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3) $150
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.) $50
(D1633/CT312) Soil Cement Comp. Strength (Set of 3) $300
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.) $100

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value $290
(D2844/CT301) Resistance Value, Treated $295
(D1883) California Bearing Ratio $530
(C977) Stabilization Ability of Lime $185
(D1883) Calif. Bearing Ratio (Army Corp of Engineers) $105

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity $135
(D4972/T289) pH Only $30
(CT417) Sulfate Content $100
(CT422) Chloride Content $55
(D2974) Organic Content $50

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall $270
(D5856) Permeability, Rigid Wall $260
(D2434) Permeability, Constant Head $280
(D2434) Permeability, FHA Slab-on-Grade $110
(D2434) Permeability, Hourly $55
(D2435/T216) Consolidation (6 pts. w/ Unload) $350
(D2435/T216) Consolidation Additional Point w/ Unload $65
(D4546) Swell/Compression Testing & Density $120
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.) $85
(D4546) Swell/Settlement Testing & Density (County) $100
(D4546) Swell/Settlement Testing & Density (FHA) $90
(D4829) Expansion Index of Soils $160

STEEL TESTING

Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation

- #11 Bar & Smaller $100
- #14 Bar $125
- #18 Bar (Proof Test) $125

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve $165
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash $150
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash $115
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash $100
(C117/D1140/T11) Materials Finer than #200 ..... $90
(D2216/T265/CT226) Moisture Content $30
(D2487/D2488) Visual Soil Classification $30
(D2937) Density of In-Place Soil, Drive-Cyl. Method $45
(D4943) Shrinkage Factors of Soils, Wax Method $55
(C131/C535/CT211) L.A. Abrasion Resistance $200
(C142/T112) Clay Lumps and Friable Particles $170
(C123/T113) Light Weight Particles $245
(D3744/CT229/T210) Durability Index Fine $190
(D3744/CT229/T210) Durability Index Coarse $225
(CT227) Cleanness Value $170
(D4791) Flat & Elongated Particles $165
(D693/CT205) Percent Crushed Particles $145
(D5821) Percent. of Fractured Particles, Coarse Aggregate $140
(C40/CT213/T21) Organic Impurities $75
(C235) Soft Hardness (Scratch Hardness) $100
(C88/CT214/T104) Sulfate Soundness $410
(C1252/T304) Uncompact. Void Content, Fine Aggregate $150
(C127/CT206/T85) Coarse Specific Gravity $125
(C128/CT207/T84) Fine Specific Gravity $150
(D854/CT209/T100) Specific Gravity of Soil $150
(C29/CT212/T19) Unit Weight & Percent Voids $90
(D2419/CT217/T176) Sand Equivalent $110
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit) $165
(D4318/CT204/T89) Liquid Limit $95
(D4318/CT204/T90) Plastic Limit $95
(C330) Spec. for Lightweight Aggregates, Struc. Concrete ..... Quote

SHEAR STRENGTH

(D2166) Unconfined Compression $100
(D3080/T236) Direct Shear (3 points) $295
(D3080/T236) Remolded Direct Shear (3 points) $300
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass $115
(D2850) Unconsolidated-Undrained Triaxial Shear $160
(D2580) Unconsolidated-Undrained Triaxial Staged $160
(D4767) Consolidated-Undrained Triaxial Shear $265
(D4767) Consolidated-Undrained Triaxial Staged $340
(EM1110) Consolidated-Drained Triaxial Shear $375
(EM1110) Consolidated-Drained Triaxial Staged $480

LABORATORY TESTS (CONTINUED)

(A370) Bend Test
- #11 Bar & Smaller $50
- #14 & #18 Bar $70

(A370) Tensile - Mechanically Spliced Bar
- #11 Bar & Smaller $150
- #14 Bar & Larger $190

(A370) Tensile – Electric Resist. Butt Splice w/ Control $150
(A370) Straightening of bar (if required) $25

Structural Steel Tests:
- (A370) Machining & Prep of Test Specimen ..... Cost + 20%
- (A370) Tensile Strength & Elongation
  - Up to 200,000 lbs. $100
  - 200,000 – 300,000 lbs. $125
  - 300,000 – 400,000 lbs. $150

Pre-stressing Wire & Tendon Tests:
- (A421) Tensile Strength, Single Wire $150
- (A416) Tensile Strength, 7-Wire Strand $175

High Strength Bolt, Nut, & Washer Tests:
- (A325/A490) Tensile Test on Bolts $100
- (A563) Proof Load Test on Nuts $100
- (A325/A490) Hardness Test on Bolts $50
- (A536) Hardness Test on Nuts $50
- (F436) Hardness Test on Washers $50

Weld Specimen Tests:
- (E164) Ultrasonic Examination ..... Quote
  - Machining & Prep of Test Specimen ..... Cost + 20%
- (E381) Macrotech Test (3 Faces) $355

ASPHALT TESTING

Asphalt Properties:
- (D2726/CT308/T166) Bulk Spec. Grav., Compacted HMA $100
- (D1560/CT366) Stabilometer Value (HVEEM) $145
- (D2041) Theoretical Max Specific Gravity $145
- (D5444) Sieve Analysis of Extracted Asphalt $150
- (D6307/CT382) Percent Asphalt, Ignition Method $150
- (D1188) Unit Weight of Asphalt Core $65

MISCELLANEOUS TESTING SERVICES

- Emulsion $300
- Wet Track Abrasion $175

Calibration of Hydraulic Ram:
- 100 Ton & Under $200
- 101 Tons – 200 Tons $300

Use of Universal Testing Machine:
- UTM with One Operator $320
- Additional Technician ..... Regular Tech Rate

Spray Applied Fireproofing:
- (E605/E736) Fireproofing Oven Dry Density/Thickness $90

MASONRY**

Concrete Block Test (Sets of 3 Required):
- (C140) Unit Weight Moisture Content & Absorption $195
- (C140) Moisture Content/Absorption (ea. addtl. specimen) $65
- (C140) Compression Test $195
- (C140) Compression Test (ea. addtl. specimen) $65
- (C426) Linear Drying Shrinkage $285
- (C109/UBC 21-16) Mortar Cylinder (2"x4") $30
- (C942) Grout Prism (3"x3"x6"), trimming included $35

Masonry Prism (Assemblage):
- (C1314) 8"x8"x16" – 8"x12"x16" $200
- (C1314) 8"x16"x16" – 10"x12"x16" $225
- (C1314) 12"x12"x16" – 12"x16"x16" $250
- (C1314) Larger than 12"x16"x16" ..... Quote

Brick Test (Set of 5 Specimens):
- (C67) 24-Hour Absorption, Cold Water $225
- (C67) 5-Hour Absorption, Boiling Water $225
- (C67) Compression Test or Modulus of Rupture $255
- (C67) Each Additional Specimen $45

CONCRETE**

Mix Designs:
- (ACI211/ACI214) Concrete Mix Design $350
- (ACI211/ACI214) Review of Concrete Mix Design $350
- (C192) Concrete Trial Mix (includes equipment & labor) $495

Concrete Properties:
- (C39/CT521/T22) Comp. Strength, Concrete Cyl $30
- (C42/CT521/T22) Comp. Strength, Concrete/Gunite Core $60
- (C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam $165
- (C174) Length Measuring of Drilled Cores $75
- (C1140) Shotcrete Panel-Coring & Testing (Set of 3) $290
- (C1140) Shotcrete Panel (each addtl. specimen) $90
- (C496) Static Modulus of Elasticity $200
- (C496) Drying Shrinkage (Set of 3, up to 28 days) $395
- (C642) Spec. Gravity, Absorp., Voids in Hardened Concrete $95
- (F1869) Moisture Vapor Emission Rate, Concrete Subfloor $50

***2X Surcharge on rush turn-around for laboratory testing.**

****Fee applies for sample storage, testing, or disposal.**

1. *Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only and include reporting of routine results not calling for comments, recommendations or conclusions.*

2. *Sampling and testing are conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.*

3. *Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is based on the local costs per day when location of work dictates.*

4. *Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein.*

5. *Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent, and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.*

6. *Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of $10,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.*

7. *Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of $20,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.*

September 9, 2025

Mr. Cameron Luna,
Associate Engineer
CITY OF WILDOMAR
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595

Subject: Harvest Way and Bundy Canyon Traffic Signal (CIP 088) and Signalized Intersection Improvements (CIP 089) Projects– Construction Management and Inspection Services

Dear Mr. Luna:

Thank you for the opportunity to provide professional construction management and inspection services for the Harvest Way and Bundy Canyon Traffic Signal (CIP 088) and Signalized Intersection Improvements (CIP 089) Projects. As part of our comprehensive services, we will oversee and coordinate the construction process, monitor quality control, and ensure that all work is completed in compliance with project specifications, timelines, and budget.

The Signalized Intersection Improvements Project (CIP 089), which includes work at three locations, and the Harvest Way and Bundy Canyon Traffic Signal Project (CIP 088) are scheduled for a construction duration of 45 working days. All work will be carried out concurrently under a single contract, which will be awarded to one contractor.

SCOPE OF WORK

TKE's scope of services is presented in the following paragraphs:

Task No. 1 - Preconstruction Meeting

Prior to the Preconstruction Meeting, TKE's Construction Manager and Inspector will review all project specifications to have a complete understanding of the project requirements. A preconstruction conference will be held and cover both projects. The conference will be attended by City staff, TKE's Construction Manager and Construction Inspector, the Contractor, and representatives of any other affected agencies, including but not limited to: County of Riverside Transportation Dept., City of Lake Elsinore. Prior to the conference, we will prepare a conference agenda. At the meeting, we will discuss communication protocol requirements, safety and health procedures, storm water controls, schedule requirements, procedures for contract submittals, contract administration, job-site access and delivery, and coordination with others. After the meeting, it will be documented with minutes.

Deliverables: Agenda, Minutes, and distribution to all entities

Task No. 2 – Material Submittal Review

TKE will develop a list of all required material submittals and compare the list to the Contractors submittals. TKE will review all project submittals including traffic control plans. Each submittal shall be reviewed with City staff and design engineer as required to verify compliance. We will maintain a project log for each project and it will include descriptions of submittals, submittal status, date received, and date returned. Once the submittals have been reviewed and accepted, they will be signed, dated, and sent to the Construction Inspector, City staff, project Contractor and the file. Submittals will be returned within the time frame specified by the Contract Documents but not longer than two weeks.

In addition to submittals, TKE will review all vendor and lab reports and certifications and material test inspections and correlate all reports with respect to the specifications. TKE will provide a log for reports and certifications and notify the City upon any irregularities.

TKE will perform verification of labor compliance for the project with each payment request submitted. Should deficiencies be noted, corrective action will be requested from the contractors prior to payment release. All Records will need to be kept specific to each CIP Project. example: a Daily Report for work on CIP 088 scope, and a Daily Report for work on CIP 089 scope. This shall apply to all other documents where applicable.

Deliverables: Submittals, Transmittals, and Logs

Task No. 3 – Records Management

TKE utilizes an electronic records management system. Files include:

- Contract Documents, Addenda, and Reports
- All required local, other agencies and state records throughout the project duration and submit copies to the City's project manager, including labor compliance. These HSIP projects are not federally funded, however use of LAPM practices where applicable is encouraged.
- Environmental Compliance Documents/ Agency Permits
- Material Submittals
- Contractor Correspondence (RFI's and RFC's)
- City Correspondence (Responses to RFI's and RFC's and other correspondence)
- Certified Payroll Records
- Change Orders
- Progress Payments
- Materials Testing Reports/Correspondence

- Monument Tie Records
- Inspection Field Reports/ Accident Reports (All Records will be kept specific to each CIP Project. Daily Reports for work on CIP 088 scope, and Daily Reports for work on CIP 089 scope. This will apply to all other documents where reasonable, since the bid schedules are separate and individually reimbursed).
- Photo Logs
- Weekly Statement of Working Days (WSWD)
- Utility/City/Other Agency
- Public Correspondence
- Operations and Maintenance Manuals
- Project Closeout Records

Deliverables: *E-File of All of the Above*

Task No. 4 – Construction Meetings

TKE will be in constant communication with City staff during the projects entirety to ensure that the projects are running smoothly and in accordance with the City's expectations. TKE will hold meetings with City staff, Contractor and Inspector, meetings with utilities/agencies, and affected agencies. Each is discussed below:

City Meetings-TKE will meet with City staff as required to keep staff fully apprised as to construction progress and potential project issues. We will prepare agendas and minutes for each meeting.

Contractor Meeting-our Construction Manager will meet with the project contractor weekly. We will prepare agendas and minutes for each meeting. Meeting agenda will typically include background, old business, new business, scope, objectives, traffic control, construction phasing, project schedule, potential issues discussion, payment quantities discussion, and any safety deficiencies observed.

Utilities/Agency Meetings-as mentioned above, TKE will invite utilities and agencies to the preconstruction conference. During that meeting, all potential project impacts will be discussed with each. During construction, should issues develop needing further discussions with utilities/agencies, TKE will meet with each and develop remediation strategies. Again, all meetings will be documented with minutes.

In addition, the City will receive RFI's and RFC's (including written clarification requests and change-in-plan drawings) regarding the contract documents. TKE will provide any drawings, sketches and written responses in a timely manner to each with direction and will verify compliance with the Contract Documents. All RFI's and RFC's will be logged, including content of inquiry, date relayed and date of response. TKE will review all RFC's for any potential change in scope and notify the City if potential change orders may arise from the RFC.

Deliverables: Agendas, Minutes, RFI and RFC Responses

Task No. 5 – Construction Management

TKE will review the project schedules and construction progress prior to each Contractor meeting to verify compliance with the Contract Documents. In addition, we will prepare weekly statement of working days to be provided to the contractor at each weekly meeting. If the Contractor is failing to meet approved schedule contract obligations, TKE will request a remediation effort to return the project progress to comply with requirements. If the remediation plan requires adjustment to the completion date, TKE will advise the City and will not execute any approval of such change without City authorization.

Change conditions and time extensions that may warrant a change order will require a complete understanding of the impacts of the change of which TKE will need to consider in determining its resolution. TKE will seek appropriate comments from anyone impacted by the changed conditions and will closely consult with the City to develop the most cost effective remediation alternative. Cost and scheduling impacts will be noted and presented to the City in accordance with the cities change order procedures prior to direction being given to the Contractor, including the preparation of Change Order drawings and specifications, if required.

To maintain cost controls, TKE will review project budgets on a weekly basis, or as warranted, by review of change orders, RFC's, and progress payments. In particular, quantities used on the projects will be tracked to verify that they will not exceed contract budgeted amounts. Each month, TKE will provide a budget report to the City. Should an increase in budget be required, TKE will assist Staff with staff report preparation.

Regarding RFC's, we will review any change order request received to determine if said request is warranted. If the change order request is not warranted, we will reject it in writing; prior to sending rejection letters to the Contractor, we will review it with City staff. If the change order request appears justified, we will review it with the Construction Inspector and compare it with field reports for confirmation of materials, equipment and/or labor involved; we will review same with City staff and receive City staff's approval prior to preparing and processing the contract change order. Change orders will be prepared using standard forms, and an independent cost analysis will be provided for each contractor request.

Should rejected RFC's require additional consideration, we will negotiate with contractors to establish the impact of change conditions and we will attempt to complete negotiations prior to beginning work. If we fail to reach an agreement and the work must continue, we will direct the Contractor to complete the work. For all disputed work and force account work, the Construction Inspector will document the labor, materials and equipment used for the extra work for use in future negotiations.

Upon direction from the City, TKE will continue negotiating with Contractors to settle all disputes. However, City staff will ultimately determine the extent the City will go to achieve resolution. TKE will meet with both parties, either independently or

together, as warranted until resolution is reached. TKE will complete all necessary calculations to support the City's position. TKE utilizes a proactive dispute avoidance program. Once an issue is identified, TKE works diligently to resolve it as timely as possible. The weekly meetings will also be used to avoid or resolve these disputes.

Deliverables: Change Orders, Budget Reports, Staff Report

Task No. 6 – Pay Requests

Each month, TKE will review the construction payment requests submitted by the contractors for work completed and the construction schedule for each project. We will review the work completed and payment requests to ensure that the quantities and amounts requested reflect the actual work completed. After each request has been reviewed (and revised if necessary), we will approve it and forward it to staff for approval and payment along with a written statement of completed review. We will also submit a monthly status report with each payment request that will advise the City of compliance with the project schedule.

TKE will track and log any Preliminary and Stop Notices prior to each month's progress payment. If any stop notices have been issued, we will direct the Contractor to rectify the notice and provide proof of the rectification prior to release of payment.

TKE will also provide monthly reports highlighting project progress, change orders, cost issues, and schedule associated with each project and relative budget.

Deliverables: Payment Requests and Budget Reports

Task No. 7 - Construction Inspection

TKE will provide daily construction inspection and reporting, to verify that the projects are progressing in compliance with the contract documents. We will require strict compliance with the contract documents for all construction activities. We already possess the measuring devices and testing equipment normally required for inspecting public works construction projects. Our construction inspection personnel are experienced and knowledgeable in the operation of said devices and equipment, as well as the associated safety equipment.

All materials will be reviewed against approved material submittals as they arrive on-site. Batch tickets or weigh certificates will be collected upon material arrival.

Our Construction Inspector will verify SWPPP and safety provisions have been implemented at the start of each work day, at the construction site. Any deviations will be documented. All system service interruptions, connections and abandonments will be coordinated with staff. In addition, he will coordinate and schedule materials testing and survey requirements with appropriate parties to ensure there is no delay to the project construction and to minimize costly down periods for anyone onsite.

We will digitally photograph the activities and maintain copies in the project files and our Construction Inspector will prepare daily field reports, which will document all observed project activity, including location of the activity, number of workers present, construction equipment used, quantities constructed, inspector present,

weather conditions, and construction progress. All project documentation will be completed on standard forms. All documents will be submitted in hard copy and electronic copy formats.

Our inspector will provide emergency contact information to allow for 24-hour accessibility. He will verify site safety conditions on a daily basis and, should conditions be unsafe, advise the contractor of corrective actions. If the contractor fails to remediate such conditions, he will advise the City and request direction. Should an accident occur, we will notify the City and note all site conditions and photo document the accident location.

Deliverables: Daily Field Reports, Site Deficiency Reports, Batch Tickets, Photographs, Accident Reports, Testing Reports, and Summary Reports

Task 8 - Utility Coordination

TKE will research existing facilities including water meters, light poles, fire hydrants, drainage facilities and utility pull boxes and vaults to identify any relocation requirements. Again, we will identify these facilities early in project design to begin coordination at the earliest opportunity. Agencies that maintain private utilities can be cumbersome in getting facilities relocated. Early coordination will prevent project delays.

Deliverables: Coordination of Utilities

Task No. 9 – Record Documents

Each month, our Construction Inspector will review the contractor's records to ensure that a diligent effort is being made to keep current and accurate records of work in place. If deficiencies are observed, we will withhold the contractor's progress payment until the contractor demonstrates compliance.

Once the projects have been completed, we will provide the City with a complete set of redlined record drawings which will reflect the improvements as constructed; any changes made during project construction will be shown on the record drawings based on contractor's and our records. Drawings will be forwarded to the design engineer to prepare final as-built drawings to be provided to the City.

Deliverables: Redlined Record Drawings

Task 10 - Project Close-Out

After project construction is essentially complete, we together with City staff, if desired, will field review the projects and prepare a construction deficiencies list (punch list) of items requiring remedial work. After all deficiencies are corrected, our Construction Manager will prepare a letter, recommending acceptance of the projects. Once the remedial work is completed, TKE will review and process the final project invoice for each separate project.

TKE will assist the City to identify, track and monitor the completion of warranty work prior to the construction completion date. We will obtain lien waivers, bonds,

guarantees, warranties, if required, and other documents required by the Contract Documents for final Contract Closeout.

In addition, we will prepare the Notice of Substantial Completion to establish the date for the commencement of contract warranty periods and acceptance of maintenance responsibility by City. We will provide the Contractor with a list of any remaining incomplete work requirements to be completed prior to Final Completion.

After all project requirements have been completed, we will prepare a "Notice of Completion" report documenting the final completion of the project and acceptance of the project improvements by the City.

We will forward copies of all records in digital and hard copy format (CD ROM and mylar) and we will prepare a summary of construction changes, final cost, and schedule revisions.

Deliverables: Punch List, Final Payment, Project Records, and Notice of Completion

FEE

TKE's fee to provide the scope of service described above is shown on the attached fee table breakdown. TKE will invoice monthly in accordance with our rate schedule and will not exceed our fee without prior approval from the City.

TKE's scope is based off part time inspection for the Signalized Intersection Improvements Project and Harvest Way and Bundy Canyon Traffic Signal Project for a period of 45 working days. This was developed based on conversations with City Staff and our review of the project bid documents obtained from the City.

Again, thank you for the opportunity to submit our proposal to provide professional consulting services. If you have any questions, please contact me at (951) 680-0440.

Sincerely,

Terry Renner, P.E., P.L.S., Q.S.D.
Senior Vice President
TKE Engineering, Inc.

City of Wildomar

Harvest Way and Bundy Canyon Traffic Signal (CIP 088) and Signalized Intersection Improvements (CIP 089) Projects

Construction Management and Inspection Services

Consulting Engineering Fee

Task No.	Task	Principal In Charge Hours	Principal In Charge $	Construction Services Manager Hours	Construction Services Manager $	Clerical Hours	Clerical $	Inspector Hours	Inspector $	Total $
Scope of Services										
Task 1	Preconstruction Meetings	8	$ 1,136	12	$ 1,512	4	$ 272	4	$ 524	$ 3,444
Task 2	Material Submittal Review	4	$ 568	32	$ 4,032	4	$ 272	4	$ 524	$ 5,396
Task 3	Records Management	2	$ 284	4	$ 504	12	$ 816	8	$ 1,048	$ 2,652
Task 4	Construction Meetings	32	$ 4,544	42	$ 5,292	12	$ 816	16	$ 2,096	$ 12,748
Task 5	Construction Management	40	$ 5,680	24	$ 3,024	8	$ 544		$ -	$ 9,248
Task 6	Pay Requests	4	$ 568	8	$ 1,008	4	$ 272	8	$ 1,048	$ 2,896
Task 7	Construction Inspection [2.]	4	$ 568	8	$ 1,008		$ -	360	$ 47,160	$ 48,736
Task 8	Utility Coordination	4	$ 568	4	$ 504	2	$ 136	2	$ 262	$ 1,470
Task 9	Record Drawings	1	$ 142	4	$ 504		$ -	2	$ 262	$ 908
Task 10	Project Close-Out	4	$ 568	8	$ 1,008	2	$ 136	8	$ 1,048	$ 2,760
	Subtotal:	103	$ 14,626	146	$ 18,396	48	$ 3,264	412	$ 53,972	$ 90,258
									Reimbursables (@1%)[1.]:	$ 903
									As-Needed Construction Management Total:	$ 91,161

Rates:

Principal In Charge	$ 142 /HR
Construction Services Manager	$ 126 /HR
Clerical	$ 68 /HR
Inspector	$ 131 /HR

Notes:

1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.

2.) Overlapping Construction Period of 45 Working Days

TKE Engineering, Inc.

DRAFT

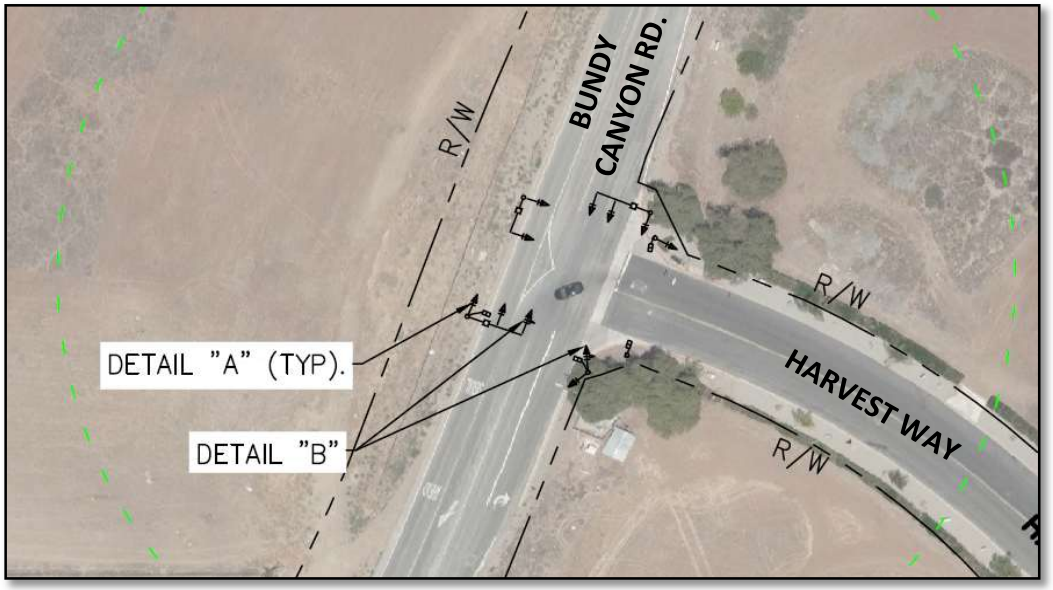
10.13.25

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 25/26 to FY 29/30

PROJECT SUMMARY					
PROJECT TITLE:	**Harvest Way East/Bundy Canyon Rd. Traffic Signal**	**CIP NO.:**	088	**DEPT:**	Public Works
LOCATION:	Harvest Way East and Bundy Canyon Rd. Intersection	**CATEGORY:**	Trans. (Signals)	**MANAGER:**	Jason Farag
INITIATED:	FY 21/22				

PROJECT DESCRIPTION AND EXHIBIT

Install a new traffic signal and appurtenant street improvements including safety lighting, crosswalks, and pedestrian countdown heads. Project is also part of larger improvements along Bundy Canyon Rd. from The Farm Rd. to Cottonwood Canyon Rd./Sunset Ave. The City has secured Highway Safety Improvement Project (HSIP) grant funding for the design and construction of the signal, however coordination with the adjacent developer and the schedule for improvements to Bundy Canyon Rd. Segment 3 (CIP 026-3) will be necessary.



PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	-				-	-	-	-	-
Right-of-Way	-				-	-	-	-	-
Construction	475,000				475,000	-	-	-	-
Const Admin/Inspect.	50,000				50,000	-	-	-	-
Total Cost:	**$ 525,000**				**$ 525,000**	**$ -**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
506 - HSIP	$ 272,900				$ 272,900	$ -	$ -	$ -	$ -
201 - Measure A	252,100				252,100	-	-	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-

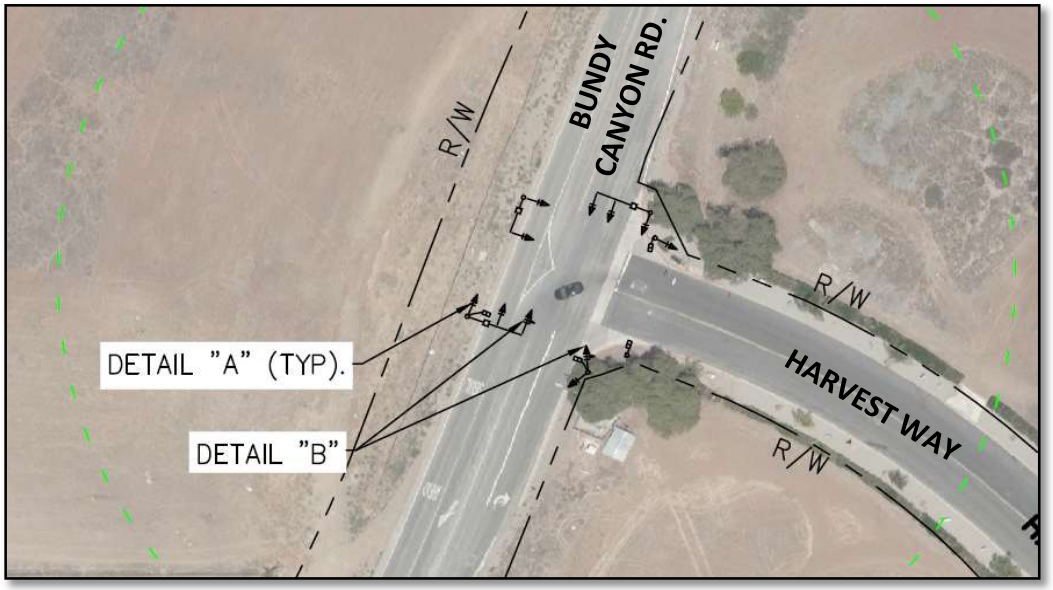
APPROVED 6.11.25

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 25/26 to FY 29/30

PROJECT SUMMARY					
PROJECT TITLE:	**Harvest Way East/Bundy Canyon Rd. Traffic Signal**	**CIP NO.:**	088	**DEPT:**	Public Works
LOCATION:	Harvest Way East and Bundy Canyon Rd. Intersection	**CATEGORY:**	Trans. (Signals)	**MANAGER:**	Jason Farag
INITIATED:	FY 21/22				

PROJECT DESCRIPTION AND EXHIBIT

Install a new traffic signal and appurtenant street improvements including safety lighting, crosswalks, and pedestrian countdown heads. Project is also part of larger improvements along Bundy Canyon Rd. from The Farm Rd. to Cottonwood Canyon Rd./Sunset Ave. The City has secured Highway Safety Improvement Project (HSIP) grant funding for the design and construction of the signal, however coordination with the adjacent developer and the schedule for improvements to Bundy Canyon Rd. Segment 3 (CIP 026-3) will be necessary.



PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	-				-	-	-	-	-
Right-of-Way	-				-	-	-	-	-
Construction	880,000				880,000	-	-	-	-
Const Admin/Inspect.	100,000				100,000	-	-	-	-
Total Cost:	**$ 980,000**				**$ 980,000**	**$ -**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
506 - HSIP	$ 272,900				$ 272,900	$ -	$ -	$ -	$ -
201 - Measure A	207,100				207,100	-	-	-	-
510 - Bond Proceeds	500,000				500,000	-	-	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-

DRAFT

10.13.25

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 25/26 to FY 29/30

PROJECT SUMMARY					
PROJECT TITLE:	**Traffic Signal Retrofits and Upgrades**	**CIP NO.:**	089	**DEPT:**	Public Works
LOCATION:	Various Locations Citywide	**CATEGORY:**	Trans. (Signals)	**MANAGER:**	Cameron Luna
INITIATED:	FY 21/22				

PROJECT DESCRIPTION AND EXHIBIT

Replace existing vehicle heads with LED vehicle heads with retro-reflective backing plates, provide advanced dilemma zone detection, and add a protected left-turn phase at two intersections.



PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	-				-	-	-	-	-
Right-of-Way	-				-	-	-	-	-
Construction	545,000				545,000	-	-	-	-
Const Admin/Inspect.	50,000				50,000	-	-	-	-
Total Cost:	**$ 595,000**				**$ 595,000**	**$ -**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
506 - HSIP	$ 517,600				$ 517,600	$ -	$ -	$ -	$ -
201 - Measure A	77,400				77,400	-	-	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-

APPROVED 6.11.25

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 25/26 to FY 29/30

PROJECT SUMMARY					
PROJECT TITLE:	**Traffic Signal Retrofits and Upgrades**	**CIP NO.:**	089	**DEPT:**	Public Works
LOCATION:	Various Locations Citywide	**CATEGORY:**	Trans. (Signals)	**MANAGER:**	Cameron Luna
INITIATED:	FY 21/22				

PROJECT DESCRIPTION AND EXHIBIT

Replace existing vehicle heads with LED vehicle heads with retro-reflective backing plates, provide advanced dilemma zone detection, and add a protected left-turn phase at two intersections.



PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	-				-	-	-	-	-
Right-of-Way	-				-	-	-	-	-
Construction	520,000				520,000	-	-	-	-
Const Admin/Inspect.	50,000				50,000	-	-	-	-
Total Cost:	**$ 570,000**				**$ 570,000**	**$ -**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
506 - HSIP	$ 375,200				$ 375,200	$ -	$ -	$ -	$ -
201 - Measure A	194,800				194,800	-	-	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-

Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
2724 Gateway Drive
Riverside, CA 92507
(951) 486-7000
www.rivcoacr.org

Receipt: 24-290120

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	$50.00
	# Pages	1
	Document #	E-202401114
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
F&G Notice of Exemption Fee		$50.00
Sub-Total		$50.00
Service Fee		$1.14
Total		$51.14
Tender (Credit Card Online)		$51.14

Customer Email	MBASSI@CITYOFWILDOMAR.ORG
Service Fee	$0.00
Credit Card Invoice #	BPI3380S413
Customer Name	MATTHEW BASSI
Customer Phone Number	9516777751
Customer Address	23873 CLINTON KEITH ROAD SUITE #110 WILDOMAR, CA 92595

Signature _____

State of California - Department of Fish and Wildlife

2024 ENVIRONMENTAL DOCUMENT FILING FEE

CASH RECEIPT

DFW 753.5a (REV. 01/01/24) Previously DFG 753.5a

RECEIPT NUMBER: 24-290120

STATE CLEARINGHOUSE NUMBER *(If applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
CITY OF WILDOMAR	MBASSI@CITYOFWILDOMAR.ORG	10/09/2024

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
RIVERSIDE	E-202401114

PROJECT TITLE

CIP 088, BUNDY CANYON ROAD AND HARVEST WAY TRAFFIC SIGNAL

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
CAMERON LUNA	MBASSI@CITYOFWILDOMAR.ORG	(951) 677-7751

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
23873 CLINTON KEITH ROAD, SUITE #110	WILDOMAR	CA	92595

PROJECT APPLICANT *(Check appropriate box)*

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$4,051.25	$
☐ Mitigated/Negative Declaration (MND)(ND)	$2,916.75	$
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	$1,377.25	$

☒ Exempt from fee

- ☒ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$
☒ County documentary handling fee		$ $50.00
☐ Other		$

PAYMENT METHOD:

☐ Cash ☒ Credit ☐ Check ☐ Other **TOTAL RECEIVED** $ $50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X I Tejeda	Deputy Isabel Tejeda

FILED / POSTED
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder
E-202401114
10/09/2024 09:27 AM Fee: $ 50.00
Page 1 of 1
Removed: By: Deputy

CITY OF WILDOMAR
NOTICE OF EXEMPTION

TO BE SENT TO:

- ☑ County of Riverside County Clerk, 2724 Gateway Dr., Riverside, CA 92507
- ☐ Office of Planning and Research, P.O. Box 3044, Sacramento, CA 95812-3044

LEAD AGENCY CONTACT:

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

PROJECT CASE NO:	CIP 088, Bundy Canyon Road and Harvest Way Traffic Signal
PROJECT APPLICANT/SPONSOR:	Jason Farag, Public Works Director
PROJECT LOCATION:	Bundy Canyon Road and Harvest Way
APN(s):	Public Right of Way
PROJECT DESCRIPTION:	Furnish and Install a traffic signal at an existing stop sign located at the intersection of Bundy Canyon Road and Harvest Way.

This is to advise that the City of Wildomar, acting as the Lead Agency approved the above-described project on October 7, 2024, determined the project to be exempt from further environmental review requirements contained in the California Environmental Quality Act (CEQA).

EXEMPTION STATUS:

- Ministerial *(Sec. 21080(b)(1); Sec. 15268)*
- Declared Emergency *(Sec. 21080(b)(3); Sec. 15269(a))*
- Statutory Exemption
- ✓ **General Rule / Categorical Exemption** — **Section 15301(c) - Existing Facilities; Section 15303(d) - (New Construction or Conversion of Small Structure)**
- Other: *(Sec. .*

REASONS TO SUPPORT EXEMPTION FINDINGS:

The project will involve the replacement of an existing stop sign with a traffic signal in order to improve safety and traffic movement at this intersection. The project will involve no expansion of an existing use. The project will not result in significant environmental impacts.

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

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

Matthew Bassi
Matthew C. Bassi, Community Services Director

10/8/24
Date

Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
2724 Gateway Drive
Riverside, CA 92507
(951) 486-7000
www.rivcoacr.org

Receipt: 24-290157

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	$50.00
	# Pages	1
	Document #	E-202401115
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
F&G Notice of Exemption Fee		$50.00
Sub-Total		$50.00
Service Fee		$1.14
Total		$51.14
Tender (Credit Card Online)		$51.14

Customer Email	MBASSI@CITYOFWILDOMAR.ORG
Service Fee	$0.00
Credit Card Invoice #	BPI3380S416
Customer Name	MATTHEW BASSI
Customer Phone Number	9516777751
Customer Address	23873 CLINTON KEITH ROAD SUITE #110 WILDOMAR, CA 92595

Signature

State of California - Department of Fish and Wildlife

2024 ENVIRONMENTAL DOCUMENT FILING FEE

CASH RECEIPT

DFW 753.5a (REV. 01/01/24) Previously DFG 753.5a

RECEIPT NUMBER: 24-290157

STATE CLEARINGHOUSE NUMBER *(If applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
CITY OF WILDOMAR	MBASSI@CITYOFWILDOMAR.ORG	10/09/2024

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
RIVERSIDE	E-202401115

PROJECT TITLE

CIP 089, SIGNALIZED INTERSECTION IMPROVEMENTS

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
CAMERON LUNA	MBASSI@CITYOFWILDOMAR.ORG	(951) 677-7751

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
23873 CLINTON KEITH ROAD, SUITE #110	WILDOMAR	CA	92595

PROJECT APPLICANT *(Check appropriate box)*

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$4,051.25	$
☐ Mitigated/Negative Declaration (MND)(ND)	$2,916.75	$
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	$1,377.25	$

☒ Exempt from fee

- ☒ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$
☒ County documentary handling fee		$ $50.00
☐ Other		$

PAYMENT METHOD:

☐ Cash ☒ Credit ☐ Check ☐ Other **TOTAL RECEIVED** $ $50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X I Tejeda	Deputy Isabel Tejeda

FILED / POSTED
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder
E-202401115
10/09/2024 09:37 AM Fee: $ 50.00
Page 1 of 1
Removed:
By:
Deputy

CITY OF WILDOMAR
NOTICE OF EXEMPTION

TO BE SENT TO:

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

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

LEAD AGENCY CONTACT:

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

PROJECT CASE NO:	CIP 089, Signalized Intersection Improvements
PROJECT APPLICANT/SPONSOR:	Jason Farag, Public Works Director
PROJECT LOCATION:	Corydon Rd. and Grand Ave., Bundy Canyon Rd. and Orange St.
APN(s):	Public Right of Way
PROJECT DESCRIPTION:	This project involves safety upgrades to existing traffic signals at Corydon Road and Grand Avenue, and Bundy Canyon Road and Orange Street. Project improvements include replacing existing striping, traffic signal modification and upgrading from loop detection to video detection.

This is to advise that the City of Wildomar, acting as the Lead Agency approved the above-described project on October 7, 2024, determined the project to be exempt from further environmental review requirements contained in the California Environmental Quality Act (CEQA).

EXEMPTION STATUS:

- Ministerial *(Sec. 21080(b)(1); Sec. 15268)*
- Declared Emergency *(Sec. 21080(b)(3); Sec. 15269(a))*
- Statutory Exemption
- ✓ **General Rule / Categorical Exemption** — **Section 15301(c) - Existing Facilities; Section 15303(d) - (New Construction or Conversion of Small Structure)**
- Other: *(Sec. .*

REASONS TO SUPPORT EXEMPTION FINDINGS:

The project will involve the replacement of existing striping with a new striping configuration for dedicated thru lanes and turning lanes to improve safety and traffic movement at one intersection. The project will involve replacement of existing traffic loop detectors with video detectors to improve safety and traffic movement at two intersections. The project will involve no expansion of an existing use. The project will not result in significant environmental impacts.

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

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

Matthew Bassi
Matthew C. Bassi, Community Services Director

10/8/24
Date

SUBJECT: Resolution of Issuance CFD 2025-1 (Camelia)

SUBMITTED BY: Heidi Schrader, Administrative Services Director

PREPARED BY: Heidi Schrader, Administrative Services Director

ACTION:
1. Adopt a Resolution entitled:

RESOLUTION NO. 2025-___
RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT 2025-1 (CAMELIA) 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

2. Adopt a Resolution entitled:

RESOLUTION NO. 2025-___
RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $10,000,000 WITHIN PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR

SUMMARY:
Approval of these resolutions, establishes the City's intention to form CFD No. 2025-1 (Camelia), and to incur bonded indebtedness in an amount not to exceed $10,000,000. It also authorizes the City Manager to enter into a Reimbursement Agreement with the Developer.

BACKGROUND:
KB Home Cal Management Services LLC, a Delaware limited liability company (the Developer) owns 22.15 gross acres of property within the City which is proposed to be developed into 163 single family residential homes. Such property is generally located to the southeast of a newly established intersection of Washington Avenue and a newly extended Jefferson Avenue on the border of the City of Murrieta. The Developer has requested that the City form a Community Facilities District (CFD No 2025-1 (Camelia)) to encompass the property in accordance with the Mello-Roos Community Facilities Act of 1982 (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 $10,000,000.

DISCUSSION:
The Developer has requested that the boundaries of CFD No. 2025-1 (Camelia) include the

area described in Attachment A of the Resolution of Intention to Establish CFD No. 2025-1 (Attachment 1), and that special taxes be levied within the boundaries of the District in accordance with the Rate and Method of Apportionment (RMA) described in Attachment C to the Resolution of Intention. The public improvements eligible to be financed by CFD 2025-1 are described in Attachment B to the Resolution of Intention. The Resolution of Intention is the first step in the process of forming CFD No. 2025-1. The attached Resolutions declare the City's intention to establish CFD No. 2025-1, its intention to incur bonded indebtedness by CFD No. 2025-1, and calls for a public hearing. A public hearing on the matter will take place on December 10, 2025, and at that time the Council will formally consider approval to form CFD No. 2025-1, and hold elections on the approval of the special taxes and the need to incur bonded indebtedness within CFD No. 2025-1.

The Developer has made a deposit to pay for the costs of the formation proceedings. This deposit may be reimbursed to the Developer once bonds are sold, in accordance with the reimbursement agreement (Attachment 3). If established, and subject to necessary Council and voter approvals, CFD No. 2025-1 will annually levy special taxes on all of the taxable property within the District in accordance with the RMA, 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. 2025-1. The RMA provides that the annual special tax rates in the first year will range from $2,426 for home sizes less than 1,500 square feet up to $2,822 for home sizes greater than 1,700 square feet, with rates escalating at 2% per year.

FISCAL IMPACT:
There is no fiscal impact to the City. Costs of formation will be paid by the developer through a prepaid deposit. Any bonds issued by CFD No. 2025-1 are not obligations of the City and will be secured solely by the Special Taxes levied within CFD No. 2025-1.

ATTACHMENTS:
1 RESOLUTION OF INTENTION TO ESTABLISH WILDOMAR 2025-1 (CAMELIA).docx
2 RESOLUTION OF INTENTION TO INCUR DEBT WILDOMAR 2025-1 (CAMELIA).doc
3 REIMBURSEMENT AGREEMENT WILDOMAR 2025-1 (CAMELIA).docx
4 CFD 2025-1 Project Map.pdf

RESOLUTION NO. 2025-___

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) 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. 2025-1 (Camelia) of the City of Wildomar" ("Community Facilities District No. 2025-1" 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 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. 2025-1; 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. 2025-1 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. 2025-1; and

WHEREAS, the City desires to enter into a reimbursement agreement with KB Home Cal Management Services LLC, a Delaware 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; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, DOES HEREBY FIND, DETERMINE AND RESOLVE 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. 2025-1 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. 2025-1 (Camelia) of the City of Wildomar."

SECTION 4. The Facilities proposed to be provided within Community Facilities District No. 2025-1 are public facilities as defined in the Act, which the City, and the Water District, with respect to certain water and sewer facilities, are authorized by law to construct, acquire, own and operate. The City Council hereby finds and determines that the description of the Facilities herein is sufficiently informative to allow taxpayers within the proposed District to understand what the funds of the District may be used to finance. The Incidental Expenses expected to be incurred include the cost of planning and designing the Facilities, the costs of forming the District, issuing bonds and levying and collecting the Special Tax within the proposed District. The Facilities may be acquired from one or more of the property owners within the District as completed public improvements or may be constructed from bond or Special Tax proceeds.

All or a portion of the Facilities may be purchased with District funds as completed public facilities pursuant to Section 53314.9 or as discrete portions or phases pursuant to Section 53313.51 of the Act and/or constructed with District funds pursuant to Section 53316.2 of the Act. Any portion of the Facilities may be financed through a lease or lease-purchase arrangement if the District hereafter determines that such arrangement is of benefit to the District.

SECTION 5. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with the procedures contained in the Act the Special Tax, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for: (i) the Facilities and Incidental Expenses; and (ii) the principal and interest and other periodic costs on bonds or other

indebtedness issued to finance the Facilities and Incidental Expenses, including the establishment and replenishment of any reserve funds deemed necessary by the District, and any remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash). The rate and method of apportionment and manner of collection of the Special Tax are described in detail in Attachment "C" attached hereto, which Attachment "C" is incorporated herein by this reference. Attachment "C" allows each landowner within the District to estimate the maximum amount of the Special Tax that may be levied against each parcel. In the first year in which such Special Tax is levied, the levy shall include an amount sufficient to repay to the District all amounts, if any, transferred to the District pursuant to Section 53314 of the Act and interest thereon.

If the Special Tax is levied against any parcel used for private residential purposes, (i) the maximum Special Tax rate shall be specified as a dollar amount which shall be calculated and established not later than the date on which the parcel is first subject to the Special Tax because of its use for private residential purposes and shall not be increased over time, except as set forth in Attachment "C" hereto, (ii) such Special Tax shall not be levied after fiscal year 2065-66 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. 2025-1 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. 2025-1 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. 2025-1, 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. 2025-1 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. 2025-1, the proposed rate and method of apportionment of the Special Tax and the proposed issuance of bonds to finance the

Facilities and the Incidental Expenses shall be held at 6:00 p.m., or as soon thereafter as practicable, on December 10, 2025, 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. 2025-1 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. 2025-1 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. 2025-1 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. 2025-1, 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. 2025-1 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. 2025-1, 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. 2025-1, 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 the public facilities by type which will in his or her opinion be required to meet adequately the needs of Community Facilities District No. 2025-1 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. 2025-1. 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. 2025-1. 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 Administrative Services Director 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 October, 2025:

Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that Resolution No. _____ was adopted by the City Council of the City of Wildomar, California, at the Regular meeting of October 13, 2025 and that the same was adopted by the following vote:

AYES:

NOES:

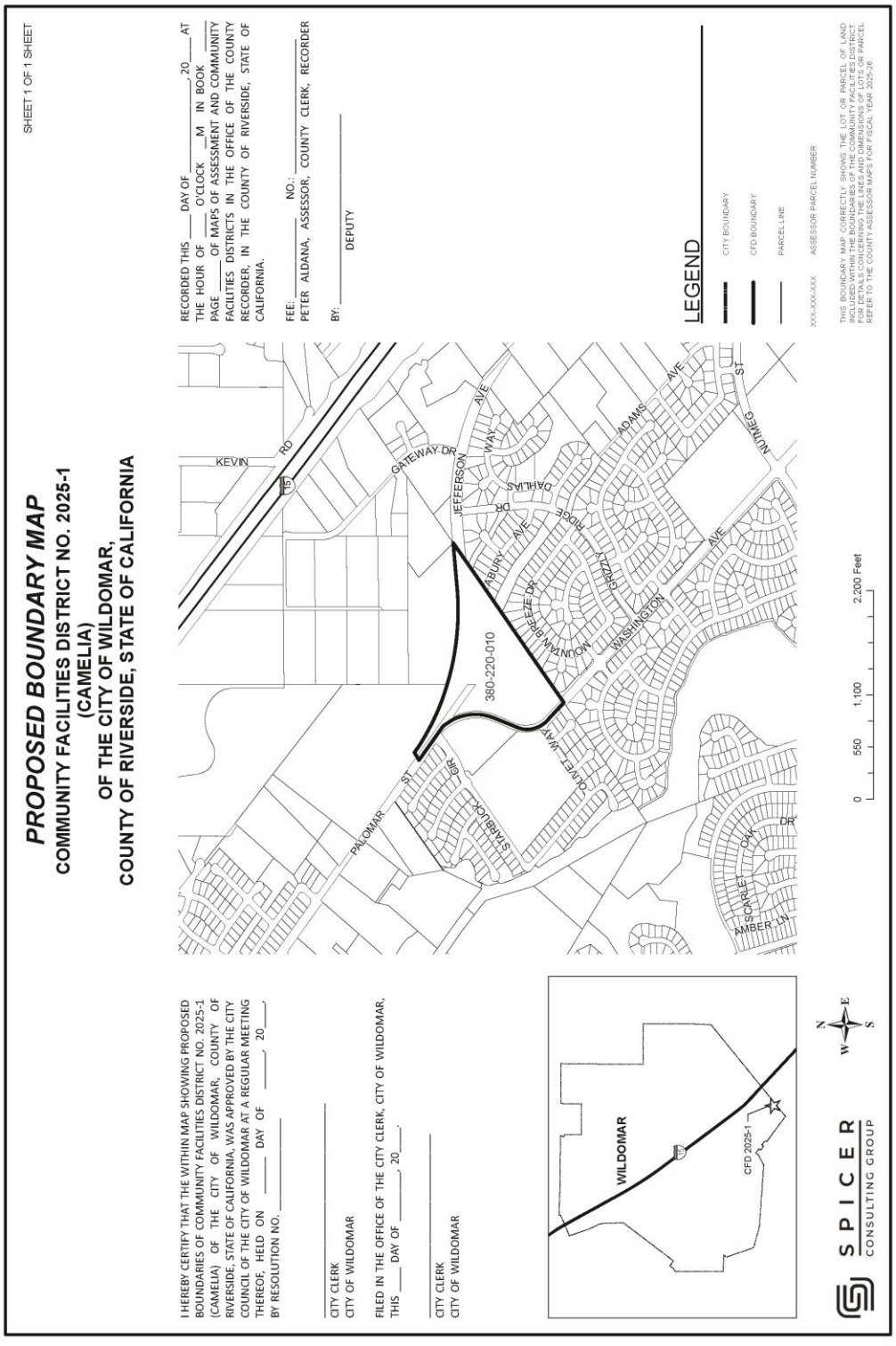
ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

ATTACHMENT A

BOUNDARY MAP



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:

Riverside County Assessor Parcel No. 380-220-010

ATTACHMENT B

Types of Facilities
to Be Financed by Community
Facilities District No. 2025-1 (Camelia) 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"), and (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" together, with the City 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. 2025-1 (CAMELIA) 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. 2025-1 (Camelia) of the City of Wildomar ("CFD No. 2025-1"). 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. 2025-1, 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. 2025-1: 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. 2025-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2025-1 or any designee thereof of complying with continuing disclosure requirements of the City, CFD No. 2025-1 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. 2025-1 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. 2025-1 for any other administrative purposes of CFD No. 2025-1, 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. 2025-1 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. 2025-1"** means Community Facilities District No. 2025-1 (Camelia) 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. 2025-1.

"Condominium Plan" means a Condominium Plan pursuant to California Civil Code, Section 6624.
"County" means the County of Riverside, State of California.

"Developed Property" means all Assessor's Parcels that: (i) are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit for new construction was issued on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section F.

"Final Map" means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a Condominium Plan pursuant to California Civil Code Section 6624 that creates individual lots for which Building Permits may be issued without further subdivision.

"Fiscal Year" means the period commencing on July 1st of any year and ending the following June 30th.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Category" means any of the categories listed in Table 1 of Section D.

"Maximum Special Tax" means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Section D below, that can be levied by CFD No. 2025-1 on such Assessor's Parcel.

"Multifamily Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for the purpose of constructing a building or buildings comprised of attached Residential Units available for rental by the general public, not for sale to an end user, and under common management, as determined by the CFD Administrator.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit(s) was issued for a non-residential use. The CFD Administrator shall make the determination if an Assessor's Parcel is Non-Residential Property.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel, as described in Section G.2.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel, as described in Section G.1.

"Proportionately" means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Assessor's Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Assessor's Parcels of Approved Property, and (iii) Undeveloped Property or Provisional Undeveloped Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Assessor's Parcels of Undeveloped Property or Provisional Undeveloped Property, as applicable.

"Provisional Undeveloped Property" means all Assessor's Parcels of Taxable Property that would otherwise be classified as Exempt Property pursuant to the provisions of Section F, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage set forth in Section F.

"Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one or more Residential Units.

"Residential Unit" or **"RU"** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the CFD Administrator. An Accessory Dwelling Unit that shares an Assessor's Parcel with a Single Family Residential Property shall not be considered a Residential Unit for purposes of this RMA.

"RMA" means this Rate and Method of Apportionment of Special Taxes.

“Single Family Residential Property” means all Assessor’s Parcels of Residential Property other than Multifamily Property.

"Special Tax" or **“Special Taxes”** means any of the special taxes authorized to be levied within CFD No. 2025-1 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. 2025-1 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. 2025-1, 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 2025-2026 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 2025-2026, each Assessor’s Parcel within CFD No. 2025-1 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 2025-2026 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 2025-2026

Land Use Category	Taxable Unit	Building Square Footage	Assigned Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	Less than 1,500 sq. ft	$2,397.00
2. Single Family Residential Property	RU	1,500 sq. ft to 1,700 sq. ft	$2,533.00
3. Single Family Residential Property	RU	Greater than 1,700 sq. ft	$2,793.00
4. Multifamily Property	Acre	N/A	$44,811.00
5. Non-Residential Property	Acre	N/A	$44,811.00

On each July 1, commencing July 1, 2026, 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 $2,895 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. 2025-1 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. 2025-1.

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, 2026, 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 $44,811 per Acre.

On each July 1, commencing July 1, 2026, 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 $44,811 per Acre.

On each July 1, commencing July 1, 2026, 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 2025-2026 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property in accordance with the following steps:

Step One: (i) Prior to the first issuance of Bonds, the Special Tax shall be levied at 100% of the applicable Assigned Special Tax rates on Developed Property and (ii) subsequent to the first issuance of Bonds, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax rates in Table 1 to satisfy the Special Tax Requirement.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied

Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax levy on each Assessor's Parcel of Developed Property for which the Maximum Special Tax is the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement after the first four steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor's Parcel of Residential Property as a result of a delinquency in the payment of the Special Tax applicable to any other Assessor's Parcel be increased by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

F. EXEMPTIONS

The City shall classify as Exempt Property, in the chronological order in which they become exempt, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses, (vi) Assessor's Parcels which are classified as Non-Residential Property or (vii) Assessor's Parcels restricted to other types of public uses determined by the City Council, provided that no such classification would reduce the sum of all Taxable Property to less than 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 $7,000,000 expressed in 2025 dollars, which shall increase by the Construction Inflation Index on July 1, 2026, 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. 2025-1, 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. 2025-1.

"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 2065-2066 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. 2025-1 Bonds have been paid; (ii) all authorized facilities of CFD No. 2025-1 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. 2025-1 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. 2025-1 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. 2025-___

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. 2025-1 (CAMELIA) 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. 2025-1 (Camelia) of the City of Wildomar ("Community Facilities District No. 2025-1" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"), as amended, pursuant to Resolution No. 2025-__ (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. 2025-1, 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 FIND, DETERMINE AND RESOLVE 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. 2025-1 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 December 10, 2025, 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. 2025-1, 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. 2025-1. 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. 2025-1 at least 15 days prior to the Hearing.

PASSED, APPROVED AND ADOPTED this 13th day of October, 2025:

Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that Resolution No. _____ was adopted by the City Council of the City of Wildomar, California, at the Regular meeting of October 13, 2025 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

ATTACHMENT A

Types of Facilities
to Be Financed by Community
Facilities District No. 2025-1 (Camelia) 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"), and (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" together, with the City 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.

REIMBURSEMENT AGREEMENT
RELATING TO PROPOSED
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(CAMELIA) OF THE CITY OF WILDOMAR

THIS REIMBURSEMENT AGREEMENT RELATING TO PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR (the "Agreement") dated as of October 13, 2025 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 KB HOME CAL MANAGEMENT SERVIES LLC, a Delaware limited liability company (the "Developer").

R E C I T A L S :

A. The Developer is developing approximately 22.2 acres of land described in Exhibit A attached hereto (the "Property") for which the Developer desires to include within proposed Community Facilities District No. 2025-1 (Camelia) 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. Upon the abandonment of the District formation proceedings, 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	KB Home Cal Management Services LLC 36310 Inland Valley Drive, #300 Wildomar, CA 92595 Attention: Vernall Williams Telephone: (951) 691-5193
With a copy to:	O'Neil LLP 19800 MacArthur Blvd., Suite 650 Irvine, CA 92612 Attention: Sandra Galle, Esq. Telephone: (949) 798-0722 Email: sgalle@oneil-llp.com

City: City of Wildomar
23873 Clinton Keith Road
Wildomar, California 92595
Attn: Administrative Services Director
Telephone: (951) 677-7751
Email: hschrader@wildomar.gov

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@stradlinglaw.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, 2030 unless expressly amended by the parties or terminated earlier by written notice from the Developer; 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.

[Remainder of Page Intentionally Left Blank]

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: _____
Chris Mann, City Manager

ATTEST:

By: _____
Janet Morales, City Clerk

KB HOME CAL MANAGEMENT SERVIES LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
Thomas D. Jex

EXHIBIT A

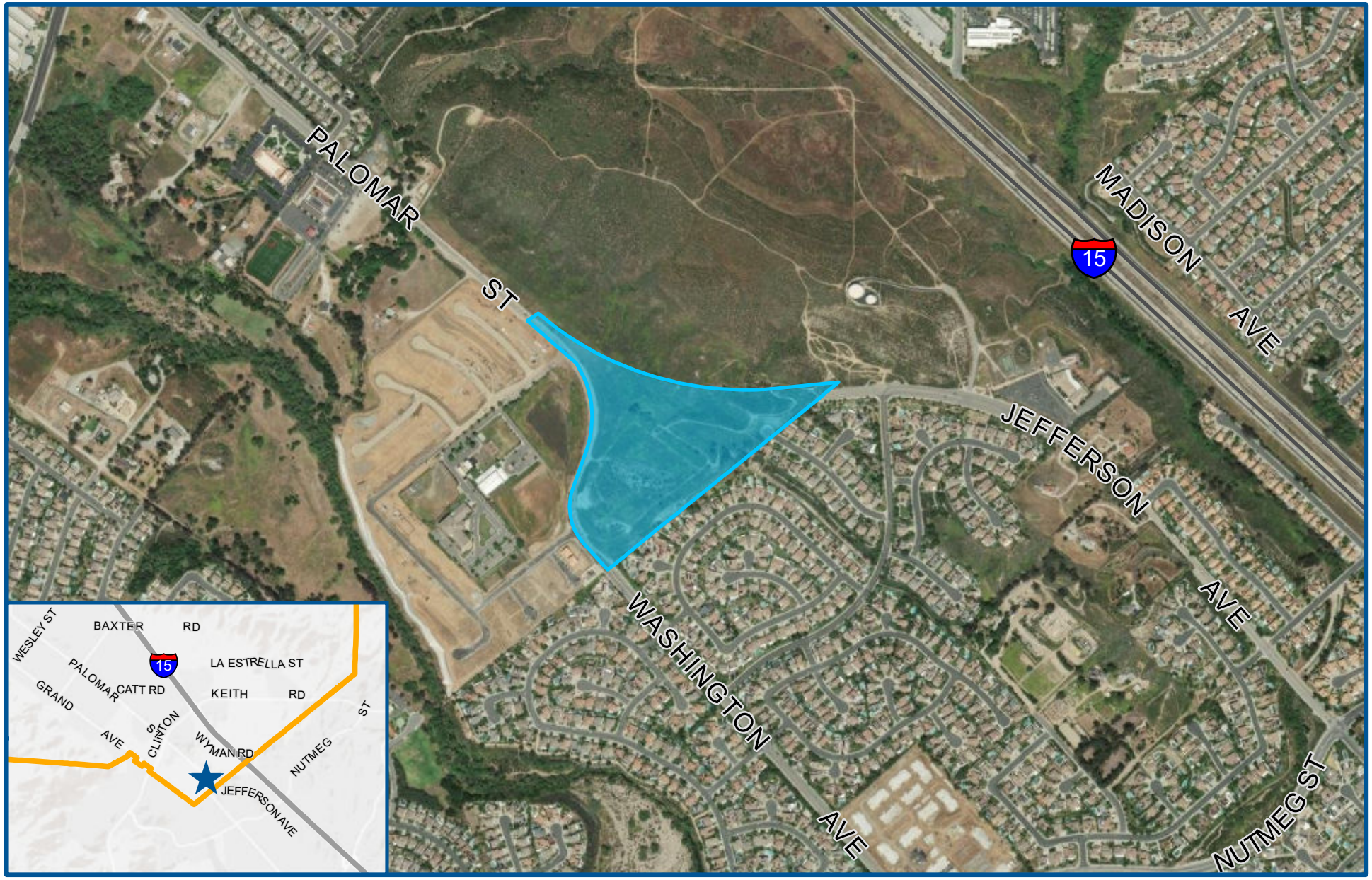
DESCRIPTION OF PROPERTY

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

Riverside County Assessor Parcel No. 380-220-010

PROJECT MAP

COMMUNITY FACILITIES DISTRICT NO. 2025-1
(CAMELIA)



SPICER CONSULTING GROUP

CITY OF WILDOMAR
REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.17
Meeting Date: October 13, 2025

SUBJECT: Budget Adjustment - Palomar St. Widening (Phase 2) and Cemetery Improvements (Phase 1) Projects (CIP 028-2, 067-1)

SUBMITTED BY: Jason Farag, Public Works Director / City Engineer

PREPARED BY: Cameron Luna, Associate Engineer

ACTION:
1. Approve supplemental appropriations to add revenues and expenditures towards the Palomar St. Widening (Phase 2) Project (CIP 028-2) as follows:

- Measure A (Fund 201)
  - Increase expenditures by $153,000
- TDA Fund (Fund 202)
  - Increase revenues by $161,100
  - Increase expenditures by $161,100
- DIF Roads (Fund 440)
  - Increase expenditures by $56,085
- Capital Reinvestment (Fund 500)
  - Increase revenues by $86,750
  - Increase expenditures by $86,750
- TUMF (Fund 503)
  - Increase revenues by $898,269
  - Increase expenditures by $898,269
- Misc. State Funds (Fund 507)
  - Increase revenues by $13,500
  - Increase expenditures by $13,500
- Bond Proceeds (Fund 510 - CFD 2017-2)
  - Increase revenues by $172,401
  - Increase expenditures by $172,401
- Bond Proceeds (Fund 510 - General)
  - Increase revenues by $1,060,476
  - Increase expenditures by $1,060,476

2. Approve a construction contract contingency increase from 5% to 10% and authorize the Public Works Director/City Engineer to approve change orders not to exceed 10% of the construction contract amount, in the amount of $769,569 (contingency).

SUMMARY:
This item includes a budget adjustment and contingency adjustment for the Palomar St. Widening and Cemetery Improvements Projects.

BACKGROUND:
On October 9, 2024, the City Council authorized the City Manager to execute a construction contract with Van Engineering, Inc. in the amount of $7,695,693 for the Palomar Street Widening, Phase 2, and Cemetery Improvements, Phase 1, Projects (CIP 028-2 and 067-1) ("Projects"). Separately, the City Council also authorized the Public Works Director to approve change orders not to exceed 5% of the construction contract amount (contingency).

DISCUSSION:
As part of the FY 25/26 budget adoption process, staff projected the amount of work that was expected to be complete by the end of FY 24/25 and the amount of work that would be left for FY 25/26. The Projects' FY 25/26 budgets were estimated based on those projections. At the time, staff estimated that construction would be 50% complete in FY 24/25 with 50% of the work remaining in FY 25/26. Based on actual progress, there were less than projected expenditures in FY 24/25 leaving more of the Projects' total expenditures for FY 25/26. As a result, a budget adjustment is necessary to ensure there are adequate funds in the budget for the remaining Construction and Construction Administration/Inspection expenditures.

As construction has progressed, additional work has been or is planned to be authorized with the contractor under the previously approved 5% contingency including, but not limited to:

1. An extension of street improvements on Gruwell Street towards Orange Street
2. Addition of battery backup equipment to the traffic signal improvements
3. Relocation of a backflow prevention device (reimbursable by EVMWD)
4. Installation of geo fabric for pavement subgrade stabilization
5. Additional pavement quantities to account for utilities needing to be relocated

With the costs for the additional work above considered, staff is recommending that the City Council approve an increase in the Projects' contingency from 5% to 10% and authorize the Public Works Director/City Engineer to approve change orders not to exceed 10% of the construction contract for a total contract allowance of $8,465,263. This will allow staff to negotiate any future construction contract change orders with Van Engineering required to complete the final phases of construction for the Projects. A corresponding budget adjustment is necessary to cover the added contingency.

Due to cost savings in other Capital Improvement Projects, staff is recommending adding funds from Bond Proceeds (Fund 510) into the Projects' budgets. Bond Proceeds must be expended within a specified timeframe, whereas other funds in the Projects (e.g., Measure AA, TUMF, etc...) do not have a specific expenditure deadline. As part of the Projects' accounting, staff can pay eligible expenditures out of Bond Proceeds first and save other fund sources for other future projects.

At the conclusion of the Projects and upon acceptance, staff will bring forward a final expenditure summary and a final budget adjustment for the Projects that will take into account bid items that have an underperformance of quantity and any other unused funds that can be returned to the City's budget.

ACCOUNT CODE:
Palomar St. Widening (Phase 2) Budget Amendments

- Measure A (Fund 201)

    - Expenditures = $153,000
- TDA Fund (Fund 202)
    - Revenues = $161,100
    - Expenditures = $161,100
- DIF Roads (Fund 440)
    - Expenditures = $56,085
- Capital Reinvestment (Fund 500)
    - Revenues = $86,750
    - Expenditures = $86,750
- TUMF (Fund 503)
    - Revenues = $898,269
    - Expenditures = $898,269
- Misc. State Funds (Fund 507)
    - Revenues = $13,500
    - Expenditures = $13,500
- Bond Proceeds (Fund 510 - CFD 2017-2)
    - Revenues = $172,401
    - Expenditures = $172,401
- Bond Proceeds (Fund 510 - General)
    - Revenues = $1,060,476
    - Expenditures = $1,060,476
- **Total Adjustments**
    - Revenues = $2,392,496
    - Expenditures = $2,601,581

FISCAL IMPACT:
Updated CIP Project Detail Sheets for the Projects for CIP 25/26 are included as Attachment A, and a summary of project funding by project task is included below. No budget adjustment is required for the cemetery budget under CIP 067-1. However, an updated CIP Project Detail Sheet has been prepared for CIP 067-1 to correct the detail sheet to reflect the actual budget that was adopted for FY 25/26 for that Project.

Project expenditures for Construction and MSHCP Fees are funded by:
- ARPA (Fund 115) = $1,243,000
- TDA (Fund 202) = $432,500 (grant funds)
- Cemetery (Fund 300) = $600,000
- Capital Reinvest (Fund 500) = $174,000 (EVMWD Reimbursable)
- DIF (Fund 440) = $405,000
- TUMF (Fund 503) = $3,850,000
- Misc. State Funds (Fund 507) = $16,000 (grant funds)
- Bond Proceeds (Fund 510 - General) = $1,840,000
- Bond Proceeds (Fund 510 - CFD 2017-2) = $172,401
- Measure A (Fund 201) = ($35,148.50 reserved for MSHCP Fees)

Subtotal Construction Budget = $8,732,901

Expenditures related to the Construction Administration and Inspection costs are funded by:
- Measure A (Fund 201) = $306,000
- TUMF (Fund 503) = $282,500

Subtotal Construction Administration Budget = $588,500

Total Updated Project Budget = $9,321,401

ATTACHMENTS:
A - CIP 028-2 and CIP 067-2 Updated Project Detail Sheets

DRAFT 10.13.25

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 25/26 to FY 29/30

PROJECT SUMMARY					
PROJECT TITLE:	**Palomar St. Widening Project (Phase 2)**	**CIP NO.:**	028-2	**DEPT:**	Public Works
LOCATION:	Gruwell St. to Wildomar Trail	**CATEGORY:**	Trans. (Roads)	**MANAGER:**	Warren Repke
INITIATED:	FY 21/22				

PROJECT DESCRIPTION AND EXHIBIT

Phase 2 of the Palomar St. Widening Project will widen Palomar St. between Gruwell St. to Wildomar Trail. This project will be designed and constructed concurrently with Phase 1 of the Cemetery Master Plan improvements (see CIP 067-1 for details and additional funding). Improvements on Palomar St. will include the addition of new vehicle lanes to widen the road from two lanes to four lanes, bike lanes, sidewalks, and multi-purpose trails. Design of the project will also take into account the Wildomar Old Town Vision located at the northeast corner of Wildomar Trail and Palomar St. The project will also include improvements to Gruwell St. along the frontage of the cemetery, including roadway widening, bike lanes, curb, gutter, and a pedestrian path (sidewalk and/or trail).



PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	-				-	-	-	-	-
Right-of-Way	-				-	-	-	-	-
Construction	5,415,831				5,415,831	-	-	-	-
Const Admin/Inspect.	588,500				588,500	-	-	-	-
Total Cost:	**$ 6,004,331**				**$ 6,004,331**	**$ -**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
503 - TUMF	$ 2,964,519				$ 2,964,519	$ -	$ -	$ -	$ -
510 - Bond Proceeds	1,902,877				$ 1,902,877	-	-	-	-
201 - Measure A	306,000				$ 306,000	-	-	-	-
202 - TDA Fund	377,100				$ 377,100	-	-	-	-
440 - DIF Roads	258,585				$ 258,585	-	-	-	-
507 - Misc. State Func	21,500				$ 21,500	-	-	-	-
500 - Capital Reinvest	173,750				$ 173,750	-	-	-	-

APPROVED 6.12.25

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 25/26 to FY 29/30

PROJECT SUMMARY					
PROJECT TITLE:	**Palomar St. Widening Project (Phase 2)**	**CIP NO.:**	028-2	**DEPT:**	Public Works
LOCATION:	Gruwell St. to Wildomar Trail	**CATEGORY:**	Trans. (Roads)	**MANAGER:**	Warren Repke
INITIATED:	FY 21/22				

PROJECT DESCRIPTION AND EXHIBIT

Phase 2 of the Palomar St. Widening Project will widen Palomar St. between Gruwell St. to Wildomar Trail. This project will be designed and constructed concurrently with Phase 1 of the Cemetery Master Plan improvements (see CIP 067-1 for details and additional funding). Improvements on Palomar St. will include the addition of new vehicle lanes to widen the road from two lanes to four lanes, bike lanes, sidewalks, and multi-purpose trails. Design of the project will also take into account the Wildomar Old Town Vision located at the northeast corner of Wildomar Trail and Palomar St. The project will also include improvements to Gruwell St. along the frontage of the cemetery, including roadway widening, bike lanes, curb, gutter, and a pedestrian path (sidewalk and/or trail).



PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	-				-	-	-	-	-
Right-of-Way	-				-	-	-	-	-
Construction	3,108,500				3,108,500	-	-	-	-
Const Admin/Inspect.	294,250				294,250	-	-	-	-
Total Cost:	**$ 3,402,750**				**$ 3,402,750**	**$ -**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
503 - TUMF	$ 2,066,250				$ 2,066,250	$ -	$ -	$ -	$ -
510 - Bond Proceeds	670,000				670,000	-	-	-	-
201 - Measure A	153,000				153,000	-	-	-	-
202 - TDA Fund	216,000				216,000	-	-	-	-
440 - DIF Roads	202,500				202,500				
507 - Misc. State Func	8,000				8,000				
500 - Capital Reinvest	87,000				87,000	-	-	-	-

DRAFT 10.13.25

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 25/26 to FY 29/30

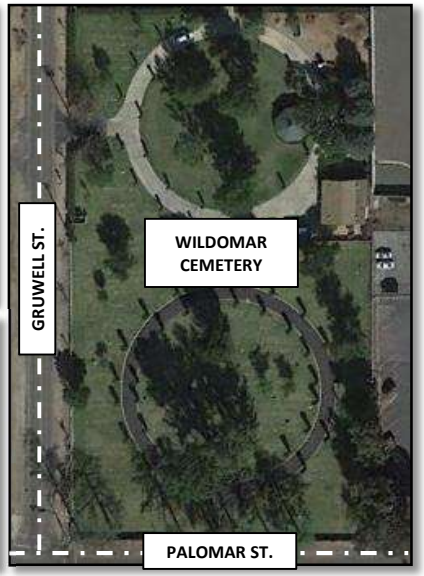
PROJECT SUMMARY					
PROJECT TITLE:	**Phase 1 Cemetery Improvements**	**CIP NO.:**	067-1	**DEPT:**	Public Works
LOCATION:	Wildomar Cemetery (Gruwell and Palomar)	**CATEGORY:**	Cemetery	**MANAGER:**	Warren Repke
INITIATED:	FY 21/22				

PROJECT DESCRIPTION AND EXHIBIT

Design and Construction of Phase 1 Improvements consisting of:
- Americans with Disabilities Act (ADA) Improvements
- Removal and construction of new cemetery walls and gates.
- Landscaping on street side of the walls.

Note: This project will be designed concurrently with CIP 028-2 (Palomar St. Widening along the cemetery frontage). See CIP 028-2 for details.







PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	-				-	-	-	-	-
Right-of-Way	-				-	-	-	-	-
Construction	1,394,000				1,394,000	-	-	-	-
Const Admin/Inspect.	98,000				98,000	-	-	-	-
Total Cost:	**$ 1,492,000**				**$ 1,492,000**	**$ -**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
115 - ARPA	$ 924,000				924,000	$ -	$ -	$ -	$ -
302 - Cemetery CIP	$ 568,000				568,000	$ -	$ -	$ -	$ -
	-				-	-	-	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-

APPROVED 6.12.25

CITY OF WILDOMAR
CAPITAL IMPROVEMENT PROGRAM PROJECT DETAIL SHEET
FY 25/26 to FY 29/30

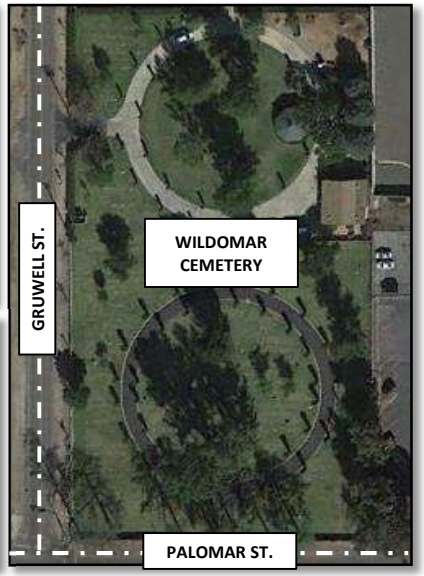
PROJECT SUMMARY					
PROJECT TITLE:	**Phase 1 Cemetery Improvements**	**CIP NO.:**	067-1	**DEPT:**	Public Works
LOCATION:	Wildomar Cemetery (Gruwell and Palomar)	**CATEGORY:**	Cemetery	**MANAGER:**	Warren Repke
INITIATED:	FY 21/22				

PROJECT DESCRIPTION AND EXHIBIT

Design and Construction of Phase 1 Improvements consisting of:
- Americans with Disabilities Act (ADA) Improvements
- Removal and construction of new cemetery walls and gates.
- Landscaping on street side of the walls.

Note: This project will be designed concurrently with CIP 028-2 (Palomar St. Widening along the cemetery frontage). See CIP 028-2 for details.







PROJECT PHASE/TASK	TOTAL 5-YEAR PROJECT				PROPOSED BUDGET		PROJECTED BUDGET		
					FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30 & Future Years
Project Dev/Environ.	$ -				$ -	$ -	$ -	$ -	$ -
Design/PS&E	-				-	-	-	-	-
Right-of-Way	-				-	-	-	-	-
Construction	461,000				461,000	-	-	-	-
Const Admin/Inspect.	27,000				27,000	-	-	-	-
Total Cost:	**$ 488,000**				**$ 488,000**	**$ -**	**$ -**	**$ -**	**$ -**
FUNDING SOURCES									
302 - Cemetery CIP	$ 488,000				$ 488,000	$ -	$ -	$ -	$ -
	-				-	-	-	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-
	-				-	-	-	-	-

CITY OF WILDOMAR
REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.1
Meeting Date: October 13, 2025

SUBJECT: Resolution of Formation CFD 2025-2 (Westpark Promenade)

SUBMITTED BY: Heidi Schrader, Administrative Services Director

PREPARED BY: Heidi Schrader, Administrative Services Director

ACTION:
1. Adopt a Resolution entitled:

RESOLUTION NO. 2025-___
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

2. Adopt a Resolution entitled:

RESOLUTION NO. 2025-___
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $17,000,000 WITHIN COMMUNITY FACILITEIS DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR AND CALLING AN ELECTION THEREIN

3. Adopt a Resolution entitled:

RESOLUTION NO. 2025-___
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR CERTIFYING ELECTION RESULTS

4. Introduce and read by title only:

ORDINANCE NO. 2025-___
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR AUTHORIZING THE LEVY OF SPECIAL TAXES

SUMMARY:
Adoption of these resolutions and first reading of the Ordinance are required to form CFD 2025-2 (Westpark Promenade), calling an election, authorizing the levy of a Special Tax, and determining the necessity to incur bonded indebtedness in an amount not to exceed 17,000,000

BACKGROUND:
CRP/CWR Westpark Project, LLC. (the Developer), a Delaware limited liability company, owns 12.27 gross acres of property within Wildomar which is proposed to be developed into 191 single family residential homes. Such property is generally located to the east of the future Westpark Street, north of the future Catt Road, and south of existing Depasquale Road, which is situated northeast of the Clinton Keith Interchange. The Developer has requested that the City form Community Facilities District 2025-2 (Westpark Promenade) (the District) to encompass the 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 $17 million.

On September 10, 2025, the City Council adopted Resolution Nos. 2025-47 and 2025-48, which declared the City's intention to establish the District, the intention to incur bonded indebtedness within the District, and calling for a public hearing to be held on October 13, 2025. The purpose of the public hearing is for the City Council to formally consider the approval of the formation of CFD 2025-2 (Westpark Promenade), the approval of the levy of the special taxes within the District, and the issuance of bonds to finance the public improvements benefitting the District. Notice of the Public Hearing was published in a newspaper of general circulation in the District and mailed to the property owner in accordance with the Act.

DISCUSSION:
In connection with the public hearing, Spicer Consulting Group prepared a CFD Public Hearing Report (Attachment 5), which describes and analyzes the facilities to be financed by the District, and the estimated costs of such facilities. Following the close of the public hearing, the City Council will be asked to adopt the Resolution of Formation (Attachment 1) and the Resolution Determining the Necessity to Incur Debt (Attachment 2) which, together approves the formation of the District, the levy of the special taxes in the District in accordance with the Rate and Method of Apportionment of special taxes for the District (the RMA) and determines the necessity for the District to issue bonds in an amount not to exceed $17 million for the District. Such resolutions call for an election to submit to the qualified voters of the District, ballot measures on the approval of the special taxes, the issuance of the bonds, and an appropriations limit for the District.

The Resolution of Formation also approves the execution and delivery of the Funding Agreement with the Developer (Attachment 6) and a Joint Community Facilities Agreement (JCFA) with the Developer and Lake Elsinore Unified School District (Attachment 7) in the forms presented to the Council. The Funding Agreement sets forth the terms, among others, pursuant to which the District will finance District improvements. Under the Act, the District may finance certain facilities owned by another public agency so long as there is a Joint Community Facilities Agreement with respect to such facilities. The School District JCFA provides for the terms by which the District is authorized to finance school facilities to be owned and operated by the School District. On September 10, 2025, the City Council

approved a Joint Community Facilities Agreement with the Developer and Elsinore Valley Municipal Water District, which provides terms by which the District is authorized to finance water and sewer facilities to be owned and operated by the Water District.

On file with the City Clerk is a Certificate of the Registrar of Voters of Riverside County certifying that there are no registered voters residing within the boundaries of the District (Attachment 8). Accordingly, under the Mello-Roos Act, only property owners owning land in the District are eligible to vote at the election for the District with each owner having one vote for each acre (or portion thereof) that they own within the District. The Developer has executed a consent and waiver of certain election procedures with respect to the election, including certain timing requirements with respect to the election, in accordance with the Mello-Roos Act. Accordingly, if the City Council approves the Resolution of Formation and the Resolution Determining the Necessity to Incur Debt, the City Clerk will conduct the election. The City Clerk will announce the election results and the City Council will be asked to adopt the Resolution Certifying the Election Results. Based upon certification that 2/3rds of the votes cast are in favor of the propositions voted upon in the District, the Resolution Certifying the Election Results directs the City Clerk to record a notice of special tax lien on the property within the District. The City Council will then be asked to introduce the Ordinance authorizing the levy of the special tax within the District in accordance with the RMA.

FISCAL IMPACT:
There is no impact to the General Fund to form the District. Costs of formation are paid out of a deposit made by the developer. This deposit may be reimbursed once bonds are sold in accordance with a reimbursement agreement previously approved by the City Council.

If established and subject to necessary Council and voter approvals, the District will annually levy special taxes on all of the taxable property within the District in accordance with the RMA. Such special taxes will be used to pay for the costs of facilities, debt service on bonds and administration of CFD No. 2025-2. Any bonds issued by the District are not obligations of the City and will be secured solely by the special taxes levied within CFD No. 2025-2.

The RMA provides that the annual special tax rates for FY 2025-26 will range form $3,550 for home sizes less than 1,200 square fee up to $4,595 for home sizes greater that 1,600 square fee. Rates escalate at 2% per year.

ATTACHMENTS:
1 RESOLUTION OF FORMATION CITY OF WILDOMAR CFD 2025-2.docx
2 RESOLUTION OF NECESSITY TO INCUR DEBT CITY OF WILDOMAR CFD 2025-2.docx
3 RESOLUTION CERTIFYING ELECTION RESULTS CITY OF WILDOMAR CFD 2025-2.docx
4 ORDINANCE CITY OF WILDOMAR CFD 2025-2.docx
5 CFD 2025-2 - CFD Report Final.pdf
6 FUNDING AGREEMENT CITY OF WILDOMAR CFD 2025-2.docx
7 JCFA with Lake Elsinore USD.pdf
8 Certificate of ROV (9.24).pdf

RESOLUTION NO. 2025-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

WHEREAS, the City Council (the "City Council") of the City of Wildomar (the "City") has heretofore adopted Resolution No. 2025-47 stating its intention to form Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar ("Community Facilities District No. 2025-2" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, a copy of Resolution No. 2025-47 setting forth a description of the proposed boundaries of Community Facilities District No. 2025-2, the facilities and incidental expenses to be financed by the District and the rate and method of apportionment of the special tax proposed to be levied within the District is on file with the City Clerk; and

WHEREAS, notice was published and mailed to all landowners of the land proposed to be included within the District as required by law relative to the intention of this City Council to form proposed Community Facilities District No. 2025-2 and to levy a special tax (the "Special Tax") and to incur bonded indebtedness in the amount of up to $17,000,000 therein to finance the facilities and incidental expenses described in Resolution No. 2025-47 and

WHEREAS, on October 13, 2025, this City Council conducted a noticed public hearing as required by law relative to the proposed formation of Community Facilities District No. 2025-2, the levy of the Special Tax therein and the issuance of bonded indebtedness by the District; and

WHEREAS, at the October 13, 2025 public hearing there was filed with this City Council a report containing a description of the facilities necessary to meet the needs of the District and an estimate of the cost of such facilities as required by Section 53321.5 of the Act (the "Engineer's Report"); and

WHEREAS, at the October 13, 2025 public hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2025-2, the levy of the Special Tax and the issuance of bonded indebtedness were heard and full and fair hearings were held; and

WHEREAS, following the public hearing, this City Council has determined to authorize the formation of the District to finance the types of facilities (the "Facilities") and the

incidental expenses (the "Incidental Expenses") set forth in Attachment A hereto, which are described in more detail in the Engineer's Report; and

WHEREAS, at the public hearing evidence was presented to this City Council on the matters before it, and the proposed Special Tax to be levied within the District was not precluded by a majority protest of the type described in Section 53324 of the Act, and this City Council at the conclusion of the hearing was fully advised as to all matters relating to the formation of the District, the levy of the Special Tax and the issuance of bonded indebtedness therein; and

WHEREAS, this City Council has determined, based on a Certificate of Registrar of Voters of the County of Riverside on file in the office of the City Clerk, that no registered voters have been residing in the proposed boundaries of Community Facilities District No. 2025-2 for each of the 90 days prior to October 13, 2025 and that the qualified electors in Community Facilities District No. 2025-2 are the landowners within the District; and

WHEREAS, on the basis of all of the foregoing, this City Council has determined to proceed with the establishment of Community Facilities District No. 2025-2 and to call an election therein to authorize (i) the levy of Special Tax pursuant to the rate and method of apportionment of the special tax, as set forth in Attachment C to Resolution No. 2025-47 (the "Rate and Method"), (ii) the issuance of bonds to finance the Facilities and Incidental Expenses, and (iii) the establishment of an appropriations limit for Community Facilities District No. 2025-2; and

WHEREAS, in order to facilitate the funding of the Facilities, the legislative body of the District desires to enter into a, Acquisition, Construction and Funding Agreement (the "Funding Agreement") with CRP/CWR Westpark Project, L.L.C., a Delaware limited liability company (the "Developer") and the form of the Funding Agreement is on file with the City Clerk; and

WHEREAS, in connection with the proposed formation of the District, the City proposes to enter into a Joint Community Facilities Agreement (the "JCFA") with the Lake Elsinore Unified School District (the "School District") and the Developer, relating to certain facilities proposed to be financed by the District and owned and operated by the School District and the form of the JCFA is on file with the City Clerk;

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

Section 1. Each of the above recitals is true and correct.

Section 2. A community facilities district to be designated "Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar" is hereby established pursuant to the Act. The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1(b) of the Act.

Section 3. The boundaries of Community Facilities District No. 2025-2 are established as shown on the map designated "Proposed Boundary Map Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar, County of Riverside, State of California", which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder's office of the County of Riverside in Book No. 97, Page No. 27 on September 16, 2025 as Instrument No. 2025-0283842.

Section 4. The types of Facilities and Incidental Expenses authorized to be provided for Community Facilities District No. 2025-2 are those set forth in Attachment A attached hereto. The estimated cost of the Facilities and Incidental Expenses to be financed is set forth in the Engineer's Report, which estimates may change as the Facilities are designed and bid for construction and acquisition, as applicable.

The City is authorized by the Act to contribute revenue to, or to construct or acquire the Facilities, all in accordance with the Act. The City Council finds and determines that the proposed Facilities are necessary to meet the increased demand that will be placed upon local agencies and public infrastructure as a result of new development within the District and that the Facilities to be financed, including those to be financed pursuant the JCFA to be entered into with the School District and the joint community facilities agreement entered into with the Elsinore Valley Municipal Water District, benefit residents of the City and the future residents of the District.

Section 5. Except where funds are otherwise available, it is the intention of this City Council, subject to the approval of the eligible voters of the District, to levy annually a Special Tax at the rates set forth in the Rate and Method on all non-exempt property within the District sufficient to pay for (i) the Facilities, (ii) the principal and interest and other periodic costs on the bonds proposed to be issued to finance the Facilities and Incidental Expenses, including the establishment and replenishment of reserve funds, any remarketing, credit enhancement and liquidity facility fees and other expenses of the type permitted by Section 53345.3 of the Act; and (iii) the Incidental Expenses. The District expects to incur, and in certain cases has already incurred, Incidental Expenses in connection with the creation of the District, the issuance of bonds, the levying and collecting of the Special Tax, the completion and inspection of the Facilities and the annual administration of the bonds and the District. The Rate and Method is described in detail in Attachment C to Resolution No. 2025-47 and incorporated herein by this reference, and the City Council hereby finds that the Rate and Method contains sufficient detail to allow each landowner within the District to estimate the maximum amount that may be levied against each parcel. As described in greater detail in the Engineer's Report, which is incorporated by reference herein, the Special Tax is based on the expected demand that each parcel of real property within Community Facilities District No. 2025-2 will place on the Facilities and on the benefit that each parcel will derive from the right to access the Facilities and, accordingly, is hereby determined to be reasonable. The Special Tax shall be levied on each assessor's parcel in accordance with the Rate and Method provided, however, that the Special Tax shall not be levied after Fiscal Year 2070-71. The Special Tax is apportioned to each parcel on

the foregoing bases pursuant to Section 53325.3 of the Act and such Special Tax is not on or based upon the ownership of real property or the assessed value of real property.

If Special Taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum Special Tax rate shall be specified as a dollar amount which shall be calculated and established not later than the date on which the parcel is first subject to the Special Tax because of its use for private residential purposes and shall not be increased over time except as authorized under the Rate and Method, (ii) the Special Tax shall not be levied after Fiscal Year 2070-71, and (iii) under no circumstances will the Special Tax levied against any such parcel used for private residential uses be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the District by more than ten percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

The City Manager of the City of Wildomar, will be responsible for preparing annually, or authorizing a designee to prepare, a current roll of special tax levy obligations by assessor's parcel number and will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act.

Section 6. In the event that a portion of the property within Community Facilities District No. 2025-2 shall become for any reason exempt, wholly or partially, from the levy of the Special Tax specified in the Rate and Method, or in the event of delinquencies in the payment of Special Taxes levied, subject to the maximum special taxes specified in the Rate and Method, the City Council shall, on behalf of Community Facilities District No. 2025-2, increase the levy to the extent necessary and permitted by law and these proceedings upon the remaining property within Community Facilities District No. 2025-2 which is not exempt or delinquent in order to yield the required debt service payments on any outstanding bonds of the District, or to prevent the District from defaulting on any of its other obligations or liabilities; provided, however, under no circumstances will the Special Tax levied against any parcel used for private residential uses be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the District by more than ten percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. The amount of the Special Tax will be set in accordance with the Rate and Method. The obligation to pay Special Taxes may be prepaid only as set forth in Section G of the Rate and Method.

Section 7. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all non-exempt real property in the District and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the District ceases.

Section 8. Consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within Community Facilities District No. 2025-2, if any, devoted

primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within Community Facilities District No. 2025-2 and will be benefited by the Facilities proposed to be provided within Community Facilities District No. 2025-2.

Section 9. It is hereby further determined that there is no *ad valorem* property tax currently being levied on property within proposed Community Facilities District No. 2025-2 for the exclusive purpose of paying the principal of or interest on bonds or other indebtedness incurred to finance the construction of capital facilities which provide the same services to the territory of Community Facilities District No. 2025-2 as are proposed to be provided by the Facilities to be financed by Community Facilities District No. 2025-2.

Section 10. Written protests against the establishment of the District have not been filed by one-half or more of the registered voters within the boundaries of the District or by the property owners of one-half (1/2) or more of the area of land within the District. The City Council hereby finds that the proposed Special Tax has not been precluded by a majority protest pursuant to Section 53324 of the Act.

Section 11. An election is hereby called for Community Facilities District No. 2025-2 on the propositions of levying the Special Tax on the property within Community Facilities District No. 2025-2 and establishing an appropriations limit for the District pursuant to Section 53325.7 of the Act and shall be consolidated with the election on the proposition of incurring bonded indebtedness, pursuant to Sections 53351 and 53353.5 of the Act. The language of the propositions to be placed on the ballot is attached hereto as Attachment B.

Section 12. The date of the election for Community Facilities District No. 2025-2 on the propositions of incurring the bonded indebtedness, authorizing the levy of the Special Tax and establishing an appropriations limit for the District shall be October 13, 2025, or such later date as is consented to by the City Clerk or Deputy City Clerk (referred to herein as the "City Clerk") of the City of Wildomar; provided that, if the election is to take place sooner than 90 days after October 13, 2025, then the unanimous written consent of each qualified elector within the District to such election date must be obtained. The polls shall be open for said election immediately following the close of the public hearing on October 13, 2025. The election shall be conducted by the City Clerk. Except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City of Wildomar insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to conduct the election following the adoption of this resolution, and all ballots shall be received by, and the City Clerk shall close the election by, 9:00 p.m. on the election day; provided the election shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. Pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed in person, or by mail with return postage prepaid, to the qualified electors within Community Facilities District No. 2025-2. The City Clerk has secured a certificate from the Registrar of Voters of the County of Riverside certifying that there were no

registered voters within the District as of September 24, 2025. Accordingly, since there were fewer than 12 registered voters within the District for each of the 90 days preceding October 13, 2025, the qualified electors shall be the landowners within the District and each landowner, or the authorized representative thereof, shall have one vote for each acre or portion thereof that such landowner owns within Community Facilities District No. 2025-2, as provided in Section 53326 of the Act. The sole landowner within the District has executed and delivered a waiver of certain election law requirements and consenting to the holding of the election on October 13, 2025, which waiver is on file with the City Clerk.

Section 13. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose including, but not limited to, paying any cost incurred in creating Community Facilities District No. 2025-2. 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 14. The preparation of the Engineer's Report is hereby ratified. The Engineer's Report, as submitted, is hereby approved and was made a part of the record of the public hearing regarding the formation of Community Facilities District No. 2025-2. The Engineer's Report is ordered to be kept on file with the transcript of these proceedings and open for public inspection.

Section 15. The form of the Funding Agreement on file with the City Clerk is approved as to form, and the Mayor, the City Manager, the Administrative Services Director and any written designee thereof, are authorized to execute the Funding Agreement in substantially the form on file with the City Clerk, together with such changes as are approved by the officer executing the same, with the approval of such changes to be conclusively evidenced by the execution and delivery thereof.

Section 16. The form of the JCFA on file with the City Clerk is approved as to form, and the Mayor, the City Manager, the Administrative Services Director and any written designee thereof, are authorized to execute the JCFA in substantially the form on file with the City Clerk, together with such changes as are approved by the officer executing the same, with the approval of such changes to be conclusively evidenced by the execution and delivery thereof.

Section 17. This Resolution shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 13th day of October, 2025:

Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that Resolution No. _____ was adopted by the City Council of the City of Wildomar, California, at the Regular meeting of October 13, 2025 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

ATTACHMENT A

Types of Facilities
to Be Financed by Community
Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar

The proposed types of public facilities and expenses to be financed by the District include:

The construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) drainage, library, park, police, fire, roadway, traffic, administration and community center facilities, animal shelter facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities"), (ii) water and sewer facilities including the acquisition of capacity in the sewer system and/or water system of the Elsinore Valley Municipal Water District which are included in Elsinore Valley Municipal Water District's water and sewer capacity and connection fee programs (the "Water District Facilities"), and (iii) interim and permanent school facilities of Lake Elsinore Unified School District, including classrooms, multi-purpose facilities, administration and auxiliary space at school facilities, athletic fields, playgrounds and recreational facilities and improvements thereto, landscaping, access roadways, drainage, sidewalks and gutters and utility lines, furniture, equipment and technology, including technology upgrades and mobile devices and infrastructure therefore, with a useful life of at least five (5) years at such school facilities (the "School Facilities" and together, with the City Facilities and the Water Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

a. The cost of engineering, planning and designing the Facilities;

b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

ATTACHMENT B

BALLOT PROPOSITIONS

COMMUNITY FACILITIES DISTRICT NO. 2025-2
(WESTPARK PROMENADE) OF THE CITY OF WILDOMAR

SPECIAL TAX AND SPECIAL BOND ELECTION

October 13, 2025

PROPOSITION A: Shall Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar (the "District") incur an indebtedness and issue one or more series of bonds in the maximum aggregate principal amount of $17,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2025-47 of the City Council of the City of Wildomar?

YES_____

NO_____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2025-47 of the City Council of the City of Wildomar be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2025-47, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?

YES_____

NO_____

PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to $8,500,000?

YES_____

NO_____

RESOLUTION NO. 2025-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $17,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR AND CALLING AN ELECTION THEREIN

WHEREAS, on September 10, 2025, the City Council of the City of Wildomar (the "City Council") adopted Resolution No. 2025-47 stating its intention to form Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar ("Community Facilities District No. 2025-2" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"); and

WHEREAS, on September 10, 2025, the City Council also adopted Resolution No. 2025-48 stating its intention to incur bonded indebtedness in the amount of up to $17,000,000 within proposed Community Facilities District No. 2025-2 to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of public facilities identified in Attachment B to Resolution No. 2025-47, and (2) the incidental expenses to be incurred in financing such public facilities and forming and administering the District, as identified in Attachment B to Resolution No. 2025-47; and

WHEREAS, notice was published as required by law relative to the intention of the City Council to form proposed Community Facilities District No. 2025-2 and to incur bonded indebtedness in the amount of up to $17,000,000 within the boundaries of proposed Community Facilities District No. 2025-2; and

WHEREAS, on October 13, 2025, this City Council conducted a noticed public hearing to determine whether it should proceed with the formation of Community Facilities District No. 2025-2, issue bonds to pay for the facilities and incidental expenses described in Resolution No. 2025-47 and authorize the rate and method of apportionment of a special tax to be levied within Community Facilities District No. 2025-2 for the purposes described in Resolution No. 2025-47; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2025-2, the levy of a special tax and the issuance of bonds to pay for the cost of the proposed facilities and incidental expenses were heard and a full and fair hearing was held; and

WHEREAS, the City Council subsequent to such hearing adopted Resolution No. 2025-__ establishing Community Facilities District No. 2025-2 (the "Resolution of Formation") and authorizing the financing of the public facilities (the "Facilities") and the incidental expenses (the "Incidental Expenses") described in Attachment A thereto; and

WHEREAS, the City Council desires to make the necessary findings to incur bonded indebtedness within the District, to declare the purpose for said debt, and to authorize the

submittal of a proposition to issue bonded indebtedness to the voters of the District, being the landowners within the proposed District, all as authorized and required by law;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. It is necessary to incur bonded indebtedness in a maximum aggregate principal amount not to exceed $17,000,000 within Community Facilities District No. 2025-2.

Section 2. The indebtedness is to be incurred for the purpose of financing the costs of purchasing, constructing, modifying, expanding, improving, or rehabilitating the Facilities and financing the Incidental Expenses, as described in the Resolution of Formation, and carrying out the powers and purposes of Community Facilities District No. 2025-2, including, but not limited to, financing the costs of selling the bonds, establishing and replenishing bond reserve funds and paying remarketing, credit enhancement and liquidity facility fees and other expenses of the type authorized by Section 53345.3 of the Act.

Section 3. The whole of the property within Community Facilities District No. 2025-2, other than property exempted from the special tax pursuant to the provisions of the rate and method of apportionment attached to Resolution No. 2025-47 as Attachment C, shall pay for the bonded indebtedness pursuant to the levy of the special tax authorized by the Resolution of Formation.

Section 4. The maximum term of the bonds to be issued shall in no event exceed 35 years or such longer term as is then permitted by law.

Section 5. The bonds shall bear interest at the rate or rates not to exceed the maximum interest rate permitted by law, payable annually or semiannually, or in part annually and in part semiannually, except the first interest payment may be for a period of less than six months, with the actual rate or rates and times of payment to be determined at the time or times of sale thereof.

Section 6. The bonds may bear a variable or fixed interest rate, provided that such variable rate or fixed rate shall not exceed the maximum rate permitted by Section 53531 of the Government Code, or any other applicable provision of law limiting the maximum interest rate on the bonds.

Section 7. Pursuant to Section 53351 of the Act, a special election is hereby called for Community Facilities District No. 2025-2 on the proposition of incurring the bonded indebtedness. The proposition relative to incurring bonded indebtedness in the maximum aggregate principal amount of $17,000,000 shall be in the form of Proposition A set forth in Attachment A hereto. In accordance with Sections 53351(h) and 53353.5 of the Act, the election shall be consolidated with the special election called on the proposition of levying a special tax within the District as described in the Resolution of Formation, which proposition shall be in the form of Proposition B set forth in Attachment A hereto, and on the proposition of establishing an appropriations limit for the District, which proposition shall be in the form of Proposition C set forth in Attachment A hereto.

Section 8. The date of the special election for Community Facilities District No. 2025-2 on the propositions of incurring the bonded indebtedness, authorizing the levy of the special tax

and setting an appropriations limit shall be October 13, 2025, or such later date as is consented to by the City Clerk, or a Deputy City Clerk of the City (referred to herein as the "City Clerk"); provided that, if the election is to take place sooner than 90 days after October 13, 2025, then the unanimous written consent of each qualified elector within the District to such election date must be obtained. The polls shall be open for said election immediately following the public hearing on October 13, 2025. The election shall be conducted by the City Clerk. Except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City of Wildomar insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to conduct the election following the adoption of the Resolution of Formation, and this resolution and all ballots shall be received by and the City Clerk shall close the election by 9:00 p.m. on the election day; provided the election shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. Pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed in person, or by mail with return postage prepaid, to the qualified electors within Community Facilities District No. 2025-2. The City Clerk has secured a certificate of the Registrar of Voters of the County of Riverside certifying that there were no registered voters within the District as of September 24, 2025. Accordingly, since there were fewer than 12 registered voters within the District for each of the 90 days preceding October 13, 2025, the qualified electors shall be the landowners within the District and each landowner, or the authorized representative thereof, shall have one vote for each acre or portion thereof that such landowner owns within Community Facilities District No. 2025-2, as provided in Section 53326 of the Act. The sole landowner within the District has executed and delivered a waiver of certain election law requirements and consenting to the holding of the election on October 13, 2025, which waiver is on file with the City Clerk.

Section 9. This Resolution shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 13th day of October, 2025:

Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that Resolution No. _____ was adopted by the City Council of the City of Wildomar, California, at the Regular meeting of October 13, 2025 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

ATTACHMENT A

BALLOT PROPOSITIONS

COMMUNITY FACILITIES DISTRICT NO. 2025-2
(WESTPARK PROMENADE) OF THE CITY OF WILDOMAR

SPECIAL TAX AND SPECIAL BOND ELECTION

October 13, 2025

PROPOSITION A: Shall Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar (the "District") incur an indebtedness and issue one or more series of bonds in the maximum aggregate principal amount of $17,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2025-47 of the City Council of the City of Wildomar?	YES_____ NO_____
PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2025-47 of the City Council of the City of Wildomar be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2025-47, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?	YES_____ NO_____
PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to $8,500,000?	YES_____ NO_____

RESOLUTION NO. 2025-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR CERTIFYING ELECTION RESULTS

WHEREAS, the City Council of the City of Wildomar called and duly held an election on October 13, 2025 within the boundaries of Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar ("Community Facilities District No. 2025-2" or the "District") pursuant to Resolution Nos. 2025-__ and 2025-__ for the purpose of presenting to the qualified electors within the District Propositions A, B and C, attached hereto as Attachment A; and

WHEREAS, there has been presented to this City Council a certificate of the City Clerk canvassing the results of the election, a copy of which is attached hereto as Attachment B;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and is adopted by the legislative body of the District.

Section 2. Propositions A, B and C presented to the qualified electors of the District on October 13, 2025 were approved by more than two-thirds of the votes cast at said election and Propositions A, B and C each has carried. The City Council, acting as the legislative body of the District, is hereby authorized to levy on the land within the District the special tax described in Proposition B for the purposes described therein and to take the necessary steps to levy the special tax authorized by Proposition B and to issue one or more series of bonds in an aggregate amount not to exceed $17,000,000 specified in Proposition A.

Section 3. The City Clerk is hereby directed to record in the Assessor-County Clerk-Recorder's office of the County of Riverside within fifteen days of the date hereof a notice of special tax lien with respect to the District which Bond Counsel to the District shall prepare in the form required by Streets and Highways Code Section 3114.5.

Section 4. This Resolution shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 13th day of October, 2025:

Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that Resolution No. _____ was adopted by the City Council of the City of Wildomar, California, at the Regular meeting of October 13, 2025 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

ATTACHMENT A

BALLOT PROPOSITIONS

COMMUNITY FACILITIES DISTRICT NO. 2025-2
(WESTPARK PROMENADE) OF THE CITY OF WILDOMAR

SPECIAL TAX AND SPECIAL BOND ELECTION

October 13, 2025

PROPOSITION A: Shall Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar (the "District") incur an indebtedness and issue one or more series of bonds in the maximum aggregate principal amount of $17,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2025-47 of the City Council of the City of Wildomar?	YES_____ NO_____
PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2025-47 of the City Council of the City of Wildomar be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2025-47, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?	YES_____ NO_____
PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to $8,500,000?	YES_____ NO_____

ATTACHMENT B

CERTIFICATE OF CITY CLERK
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS

I, Janet Morales, City Clerk of the City of Wildomar, do hereby certify that I have examined the returns of the Special Tax and Bond Election for Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar (the "City"). The election was held in the Wildomar City Hall Council Chambers 23873 Clinton Keith Rd. Suite 106, Wildomar, CA 92595, on October 13, 2025. I caused to be delivered ballots to each qualified elector. ____ (__) ballots were returned.

I further certify that the results of said election and the number of votes cast for and against Propositions A, B and C are as follows:

PROPOSITION A	PROPOSITION B	PROPOSITION C
YES:	YES:	YES:
NO:	NO:	NO:
TOTAL:	TOTAL:	TOTAL:

Dated this 13th day of October, 2025.

_____
Janet Morales, City Clerk
City of Wildomar

ORDINANCE NO. 2025-___

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR AUTHORIZING THE LEVY OF SPECIAL TAXES

Whereas, on September 10, 2025, the City Council (the "City Council") of the City of Wildomar (the "City") adopted Resolution No. 2025-47 declaring its intention to form Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"), and its Resolution No. 2025-48 declaring its intention to incur bonded indebtedness for the District; and

Whereas, on October 13, 2025, after providing all notice required by the Act, the City Council conducted a noticed public hearing required by the Act relative to the proposed formation of the District, the proposed levy of a special tax therein to finance certain public facilities described in Resolution No. 2025-47 and to secure the payment of any bonded indebtedness of the District, and the proposed issuance of up to $17,000,000 of bonded indebtedness as described in Resolution No. 2025-48; and

Whereas, at the October 13, 2025 public hearing, all persons desiring to be heard on all matters pertaining to the formation of the District and the proposed levy of the special tax to finance the facilities described in Resolution No. 2025-47 and to secure the payment of up to $17,000,000 of bonded indebtedness of the District as described in Resolution No. 2025-48 (the "Bonds") were heard and a full and fair hearing was held; and

Whereas, on October 13, 2025, the City Council adopted Resolution Nos. 2025-__ and 2025-__ which formed the District and called a special election within the District on October 13, 2025 on three propositions relating to the levy of a special tax within the District, the issuance of the Bonds and the establishment of an appropriations limit within the District; and

Whereas, on October 13, 2025, a special election was held within the District at which the qualified electors approved by more than a two-thirds vote Propositions A, B and C authorizing the levy of a special tax within the District for the purposes described in Resolution No. 2025-47, the issuance of the Bonds as described in Resolution No. 2025-48 and establishing an appropriations limit for the District; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR, ORDAINS AS FOLLOWS:

Section 1. The above recitals are all true and correct.

Section 2. By the passage of this Ordinance, the City Council authorizes and levies special taxes within the District pursuant to Sections 53328 and 53340 of the Act at the rates and in accordance with the rate and method of apportionment set forth in Attachment C to Resolution No. 2025-47, which is incorporated by reference herein (the "Rate and Method"). The special taxes are hereby levied commencing in the fiscal year specified in the Rate and Method and in each fiscal year thereafter until payment in full of the Bonds (including any bonds issued to refund the Bonds), payment of all costs of the public facilities and services authorized to be financed by the District, and payment of all costs of administering the District.

Section 3. Each of the Mayor, the City Manager, the Administrative Services Director or their written designees (each, an "Authorized Officer"), acting alone, is hereby authorized and directed each fiscal year to determine the specific special tax rates and amounts to be levied in such fiscal year on each parcel of real property within the District, in the manner and as provided in the Rate and Method. The special tax rate levied on a parcel pursuant to the Rate and Method shall not exceed the maximum rate set forth in the Rate and Method for such parcel, but the special tax may be levied at a lower rate. Each Authorized Officer is hereby authorized and directed to provide all necessary information to the Treasurer-Tax Collector of the County of Riverside and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at times necessary to satisfy the financial obligations of the District in each fiscal year until the Bonds are paid in full, the facilities have been paid for, and provision has been made for payment of all of the administrative costs of the District.

Section 4. Properties or entities of the state, federal or other local governments shall be exempt from the special tax, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act and Section F of the Rate and Method. No other properties or entities are exempt from the special tax unless the properties or entities are expressly exempted in Resolution No. 2025-__ or in a resolution of consideration to levy a new special tax or special taxes or to alter the rate or method of apportionment of an existing special tax as provided in Section 53334 of the Act.

Section 5. All of the collections of the special tax shall be used as provided for in the Act, the Rate and Method and Resolution No. 2025-__.

Section 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes (which such procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by this City Council from time to time.

Section 7. As a cumulative remedy, if any amount levied as a special tax for payment of the interest or principal of the Bonds (including any bonds issued to refund the Bonds), together with any penalties and other charges accruing under this Ordinance, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the Bonds (including any bonds issued to refund the Bonds), order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax, as authorized by the Act.

Section 8. The Mayor of the City shall sign this Ordinance and the City Clerk shall attest to the Mayor's signature and then cause the same to be published within fifteen (15) days after its passage at least once in The Press Enterprise, a newspaper of general circulation published and circulated in the City of Wildomar.

Section 9. The specific authorization for adoption of this Ordinance is pursuant to the provisions of Section 53340 of the Act.

Section 10. The City Clerk is hereby authorized to transmit a certified copy of this ordinance to the Treasurer-Tax Collector of the County of Riverside, and to perform all other acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

Section 11. A full reading of this Ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 12. This Ordinance shall take effect thirty days after its final passage.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2025:

Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that Ordinance No. _____ was adopted by the City Council of the City of Wildomar, California, at the Regular meeting of _____, 2025 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

SPICER CONSULTING GROUP

CITY OF WILDOMAR

Public Hearing Report



Community Facilities District No. 2025-2
(Westpark Promenade)

October 13, 2025

Table of Contents

Sections

1	Introduction	1
2	Description of Facilities	2
3	Cost Estimate	3
4	Proposed Development	4
5	Rate and Method of Apportionment	5
6	Certifications	6

Tables

3-1	Cost Estimate	3
5-1	Assigned Special Tax for Developed Property	5

Appendices

A	Rate and Method of Apportionment
B	Boundary Map
C	Resolution of Intention

Background

On September 10, 2025, the City Council (the "City Council") of the City of Wildomar (the "City"), adopted a Resolution of Intention to form Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar (the "CFD No. 2025-2"), Resolution No. 2025-47, pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, (the "Act").

CFD No. 2025-2 is currently comprised of three parcels and approximately 12.27 gross acres. Two Tract Maps 36781 & 36782 include 191 proposed single family residential properties. The properties are generally located east of Westpark Street, north of Catt Road, and south of Depasquale Road, within the City of Wildomar, California.

For a map showing the boundaries of CFD No. 2025-2 please see Appendix B.

Purpose of Public Hearing Report

WHEREAS, this Community Facilities District Report ("Report") is being provided to the City Council and generally contains the following:

1. A brief description of CFD No. 2025-2;

2. A brief description of the Facilities required at the time of formation to meet the needs of CFD No. 2025-2.

3. A brief description of the Boundaries of CFD No. 2025-2; and

4. An estimate of the cost of financing the bonds used to pay for the Facilities, including all costs associated with formation of the District, issuance of bonds, determination of the amount of any special taxes, collection of any special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the City with respect to the District, and any other incidental expenses to be paid through the proposed financing.

For particulars, reference is made to the Resolution of Intention as previously approved and adopted and is included in Appendix C.

NOW, THEREFORE, the undersigned, authorized representative of Spicer Consulting Group, LLC, the appointed responsible officer, or person directed to prepare this Report, does hereby submit the following data:

Description of the Facilities

A Community Facilities District may pay for facilities which may include all amounts necessary to eliminate any fixed special assessment liens or to pay, repay, or defease any obligation to pay for any indebtedness secured by any tax, fee, charge, or assessment levied, provide for the purchase, construction, expansion, or rehabilitation for any real or other tangible property with an estimated useful life of five (5) years or longer, which is necessary to meet increased demands placed upon local agencies as a result of development and/or rehabilitation occurring within the District.

The types of facilities that are proposed by CFD No. 2025-2 and financed with the proceeds of special taxes and bonds issued by CFD No. 2025-2 consist of the construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) drainage, library, park, police, fire, roadway, traffic, administration and community center facilities, animal shelter facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities"), (ii) water and sewer facilities including the acquisition of capacity in the sewer system and/or water system of the Elsinore Valley Municipal Water District which are included in Elsinore Valley Municipal Water District's water and sewer capacity and connection fee programs (the "Water District Facilities"), and (iii) interim and permanent school facilities of Lake Elsinore Unified School District, including classrooms, multi-purpose facilities, administration and auxiliary space at school facilities, athletic fields, playgrounds and recreational facilities and improvements thereto, landscaping, access roadways, drainage, sidewalks and gutters and utility lines, furniture, equipment and technology, including technology upgrades and mobile devices and infrastructure therefore, with a useful life of at least five (5) years at such school facilities (the "School Facilities" and together, with the City Facilities and the Water Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities.

Incidental Expenses

The Incidental Expenses to be paid from bond proceeds and/or special taxes include:

a) The cost of engineering, planning and designing the Facilities; and

b) All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c) Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

All costs associated with the creation of CFD No. 2025-2, the issuance of bonds, the determination of the amount of special taxes to be levied, costs incurred in order to carry out the authorized purposes of CFD No. 2025-2, including legal fees, fees of consultants, engineering, planning, designing and the annual costs to administer CFD No. 2025-2 and any obligations.

The description of the eligible public facilities, services and incidental expenses above are preliminary and general in nature. The final plans and specifications approved by the applicable public agency may show substitutes or modifications in order to accomplish the work or serve the new development and any such substitution or modification shall not constitute a change or modification in the proceedings relating to CFD No. 2025-2.

Below is the estimated cost of facilities to be provided to the District.

a) The cost estimate of facilities, including incidental expenses, to be financed through the issuance of CFD No. 2025-2 Bonds is estimated to be $12,745,000 based upon current dollars (Fiscal Year 2025-26).

b) For further particulars please reference Table 3-1 below and incorporated herein by reference.

c) Pursuant to Section 53340 of the Act, the proceeds of any special tax levied and collected by CFD No. 2025-2 may be used only to pay for the cost of providing public facilities, services, and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the annual costs associated with determination of the amount of special taxes, collection of special taxes, payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District. The incidental expenses associated with the annual administration of CFD No. 2025-2 are estimated to be $30,000 in the initial Fiscal Year. However, it is anticipated that the incidental expenses will vary due to inflation and other factors that may not be foreseen today, and the actual incidental expenses may exceed these amounts accordingly.

Table 3-1
Cost Estimate

City Fees	Total	Bond Allocation(1)
Police Facilities	$40,874	$40,874
Fire Facilities	$74,490	$74,490
Transportation - Roads	$525,059	$525,059
Transportation - Signals	$58,446	$58,446
Drainage	$363,473	$363,473
Community Centers	$89,961	$89,961
City Hall	$64,176	$64,176
Parks - Improvement	$1,466,116	$1,466,116
Multi-Purpose Trails	$239,896	$239,896
Corporate Yard	$14,516	$14,516
City Facilities	$587,401	$587,401
Total City Fees	**$3,524,408**	**$3,524,408**

Elsinore Valley Municipal Water District Fees	Total	Bond Allocation(1)
Water Fee	$4,240,391	$4,240,391
Sewer Fee	$1,698,487	$1,698,487
Fee Credit – Temescal Valley Project	($735,732)	($735,732)
Total Elsinore Valley Municipal Water District Fees	**$5,203,146**	**$5,203,146**

Lake Elsinore Unified School District Fees	Total	Bond Allocation(1)
School Mitigation Fee	$1,477,612	$1,293,778
CFD Premium	$443,284	$388,133
Total Lake Elsinore Unified School District Fees	**$1,920,896**	**$1,681,911**

Total Eligible Fees/Improvements	$10,648,450	$10,409,465
Incidental Financing Costs		$2,335,535
Total Funded by Bond Proceeds		**$12,745,000**

Total Fees/Improvements to be Funded by Developer		**$238,985**

(1) Amounts are allocated based upon estimated bond sizing and may change based upon market conditions at the time of bond issuance.

The CFD No. 2025-2 includes approximately 12.27 gross acres on three undeveloped assessor's parcels in Tract Maps 36781 & 36782 located in the City. The property within CFD No. 2025-2 is expected to be developed with 191 single family residential units. The District is located east of Westpark Street, north of Catt Road, and south of Depasquale Road. As of Fiscal Year 2025-26 the proposed CFD No. 2025-2 includes the following Assessor's Parcel Numbers:

Assessor Parcel Number
376-510-002
376-510-003
376-510-004

A map showing the boundaries of CFD No. 2025-2 is included in Appendix B.

The Rate and Method of Apportionment allows each property owner within CFD No. 2025-2 to estimate the annual Special Tax amount that would be required for payment. The Rate and Method of Apportionment of the Special Tax established pursuant to these proceedings, is attached hereto as Appendix A (the "Rate and Method"). The Special Tax will be collected in the same manner and at the same time as ordinary ad valorem property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the CFD Administrator may directly bill the Special Taxes, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2025-2, and provided further that CFD No. 2025-2 may covenant to foreclose and may actually foreclose on parcels having delinquent Special Taxes as permitted by the Act.

All of the property located within CFD No. 2025-2, unless exempted by law or by the Rate and Method proposed for CFD No. 2025-2, shall be taxed for the purpose of providing necessary facilities to serve the District. The Boundary Map for CFD No. 2025-2 is attached hereto as Appendix B. Pursuant to Section 53325.3 of the Act, the tax imposed "is a Special Tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property." The Special Tax may be based on the benefit received by property, the cost of making facilities or authorized services available or other reasonable basis as determined by the City, although the Special Tax may not be apportioned on an ad valorem basis pursuant to Article XIIIA of the California Constitution. A property owner within the District may choose to prepay in whole or in part the Special Tax. The available method for so doing is described in Section G of the Rate and Method ("Prepayment of Special Tax").

For each year that any Bonds are outstanding the Special Tax shall be levied on all parcels subject to the Special Tax. If any delinquent Special Taxes remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 2025-2 for uncollected Special Taxes associated with the levy of such Special Taxes, but the Special Tax shall not be levied after 2070-2071 Fiscal Year.

Table 5-1
Assigned Special Tax for Developed Property
Fiscal Year 2025-26

Land Use Category	Taxable Unit	Building Square Footage	Assigned Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	Less than 1,200 sq. ft	$3,550.00
2. Single Family Residential Property	RU	1,200 sq. ft to 1,300 sq. ft	$3,755.00
3. Single Family Residential Property	RU	1,301 sq. ft to 1,400 sq. ft	$3,840.00
4. Single Family Residential Property	RU	1,401 sq. ft to 1,500 sq. ft	$3,890.00
5. Single Family Residential Property	RU	1,501 sq. ft to 1,600 sq. ft	$4,242.50
6. Single Family Residential Property	RU	Greater than 1,600 sq. ft	$4,595.00
7. Multifamily Property	Acre	N/A	$236,174.00
8. Non-Residential Property	Acre	N/A	$236,174.00

Escalation of Special Taxes

On each July 1, commencing on July 1, 2026 the Assigned Special Tax shall increase by two percent (2.0%), of the amount in effect in the prior Fiscal Year.

For particulars as to the Rate and Method for CFD No. 2025-2, see the attached and incorporated in Appendix A.

Based on the information provided herein, it is my opinion that the described services herein are those that are necessary to meet increased demands placed upon the City of Wildomar as a result of development occurring within the CFD No. 2025-2 and benefits the lands within said CFD No. 2025-2. Further, it is my opinion that the special tax rates and method of apportionment, as set forth herein, are fair and equitable, uniformly applied and not discriminating or arbitrary.

Date: October 13, 2025

SPICER CONSULTING GROUP, LLC

SHANE SPICER
SPECIAL TAX CONSULTANT FOR
CITY OF WILDOMAR
RIVERSIDE COUNTY
STATE OF CALIFORNIA

Appendix A:
Rate and Method of Apportionment

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) 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. 2025-2 (Westpark Promenade) of the City of Wildomar ("CFD No. 2025-2"). 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. 2025-2, 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. 2025-2: 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. 2025-2 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2025-2 or any designee thereof of complying with continuing disclosure requirements of the City, CFD No. 2025-2 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. 2025-2 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. 2025-2 for any other administrative purposes of CFD No. 2025-2, 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. 2025-2 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. 2025-2"** means Community Facilities District No. 2025-2 (Westpark Promenade) 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. 2025-2.

"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, and (ii) for which a Building Permit for new construction was issued on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section F.

"Final Map" means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a Condominium Plan pursuant to California Civil Code Section 6624 that creates individual lots for which Building Permits may be issued without further subdivision.

"Fiscal Year" means the period commencing on July 1st of any year and ending the following June 30th.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Category" means any of the categories listed in Table 1 of Section D.

"Maximum Special Tax" means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Section D below, that can be levied by CFD No. 2025-2 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 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. 2025-2 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. 2025-2 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. 2025-2, 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 2025-2026 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 2025-2026, each Assessor's Parcel within CFD No. 2025-2 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 2025-2026 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 2025-2026

Land Use Category	Taxable Unit	Building Square Footage	Assigned Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	Less than 1,200 sq. ft	$3,550.00
2. Single Family Residential Property	RU	1,200 sq. ft to 1,300 sq. ft	$3,755.00
3. Single Family Residential Property	RU	1,301 sq. ft to 1,400 sq. ft	$3,840.00
4. Single Family Residential Property	RU	1,401 sq. ft to 1,500 sq. ft	$3,890.00
5. Single Family Residential Property	RU	1,501 sq. ft to 1,600 sq. ft	$4,242.50
6. Single Family Residential Property	RU	Greater than 1,600 sq. ft	$4,595.00
7. Multifamily Property	Acre	N/A	$236,174.00
8. Non-Residential Property	Acre	N/A	$236,174.00

On each July 1, commencing July 1, 2026, the Assigned Special Tax rate for Developed Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

b. Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for each Taxable Unit for all Land Use Categories located on the Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

c. Backup Special Tax

The Backup Special Tax for an Assessor's Parcel within a Final Map classified as Single Family Residential Property shall be $4,217 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. 2025-2 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. 2025-2.

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, 2026, 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 $236,174 per Acre.

On each July 1, commencing July 1, 2026, 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 $236,174 per Acre.

On each July 1, commencing July 1, 2026, 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 2025-2026 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property in accordance with the following steps:

Step One: (i) Prior to the first issuance of Bonds, the Special Tax shall be levied at 100% of the applicable Assigned Special Tax rates on Developed Property and (ii) subsequent to the first issuance of Bonds, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax rates in Table 1 to satisfy the Special Tax Requirement.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax levy on each Assessor's Parcel of Developed Property for which the Maximum Special Tax is the Backup Special Tax shall

be increased in equal percentages from the Assigned Special Tax up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement after the first four steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor's Parcel of Residential Property as a result of a delinquency in the payment of the Special Tax applicable to any other Assessor's Parcel be increased by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

F. EXEMPTIONS

The City shall classify as Exempt Property, in the chronological order in which they become exempt, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses, (vi) Assessor's Parcels which are classified as Non-Residential Property or (vii) Assessor's Parcels restricted to other types of public uses determined by the City Council, provided that no such classification would reduce the sum of all Taxable Property to less than 3.41 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 3.41 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 3.41 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 $11,500,000 expressed in 2025 dollars, which shall increase by the Construction Inflation Index on July 1, 2026, 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. 2025-2, 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. 2025-2.

"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 2070-2071 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. 2025-2 Bonds have been paid; (ii) all authorized facilities of CFD No. 2025-2 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. 2025-2 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. 2025-2 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.

Appendix B:
Proposed Boundary Map

Copy

97
27

SHEET 1 OF 1 SHEET

PROPOSED BOUNDARY MAP

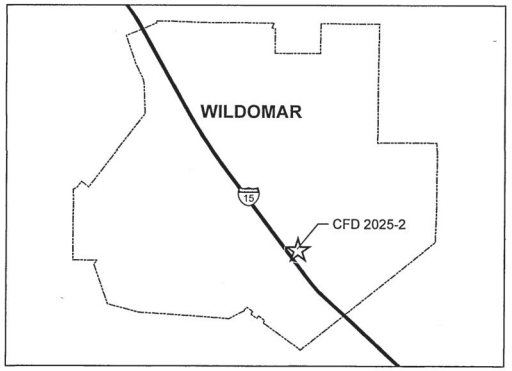
COMMUNITY FACILITIES DISTRICT NO. 2025-2
(WESTPARK PROMENADE)
OF THE CITY OF WILDOMAR,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

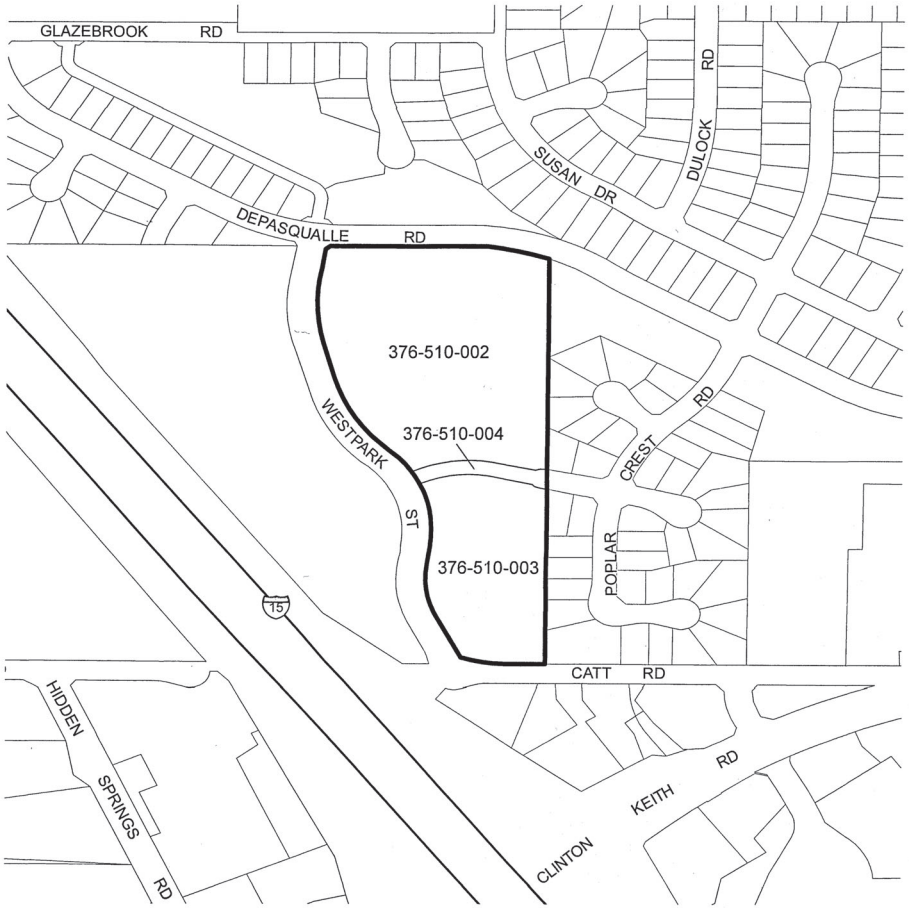
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON 10 DAY OF September, 2025, BY RESOLUTION NO. 2025-47

Janet Morales
CITY CLERK
CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 10 DAY OF September, 2025.

Janet Morales
CITY CLERK
CITY OF WILDOMAR





RECORDED THIS 10th DAY OF September, 2025 AT THE HOUR OF 11:10 O'CLOCK A.M IN BOOK 97 PAGE 27 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: $9 NO.: 2025-0283842
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: CR
DEPUTY

LEGEND

▬ ▪ ▬	CITY BOUNDARY
▬▬▬	CFD BOUNDARY
———	PARCEL LINE
XXX-XXX-XXX	ASSESSOR PARCEL NUMBER

THIS BOUNDARY MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2025-26.

SPICER CONSULTING GROUP

N W E S

0 250 500 1,000 Feet

Appendix C:
Resolution of Intention

RESOLUTION NO. 2025 - 47

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) 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. 2025-2 (Westpark Promenade) of the City of Wildomar" ("Community Facilities District No. 2025-2" 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. 2025-2; 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. 2025-2 and the issuance of bonded indebtedness in an amount not to exceed $17,000,000 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. 2025-2; and

WHEREAS, the City desires to enter into a reimbursement agreement with CRP/CWR Westpark Project, L.L.C., a Delaware 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; and

WHEREAS, the City proposes to enter into a Joint Community Facilities Agreement with Elsinore Valley Municipal Water District (the "Water District") and the Developer, relating to certain facilities proposed to be financed by the District and owned and operated by the Water District (the "Water District JCFA"), and the form of the Water District JCFA is on file with the City Clerk; and

WHEREAS, the District and the Developer propose to enter into a joint community facilities agreement (the "School District JCFA") with 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 School District, and the District expects to enter into the School District JCFA 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 FIND, DETERMINE AND RESOLVE 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. 2025-2 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. 2025-2 (Westpark Promenade) of the City of Wildomar."

SECTION 4. The Facilities proposed to be provided within Community Facilities District No. 2025-2 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 shall not be levied after fiscal year 2070-71 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. 2025-2 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. 2025-2 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. 2025-2, 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. 2025-2 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. 2025-2, 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 October 13, 2025, 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. 2025-2 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. 2025-2 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. 2025-2 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. 2025-2, 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. 2025-2 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. 2025-2, 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. 2025-2, 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. 2025-2 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. 2025-2. 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. 2025-2. 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 Seventeen Million Dollars ($17,000,000).

SECTION 13. The form of the Reimbursement Agreement is hereby approved. The Mayor, the City Manager, the Administrative Services Director 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. The form of the Water District JCFA is hereby approved. The Mayor, the City Manager, the Administrative Services Director or their written designees are hereby authorized and directed to execute and deliver the Water District JCFA 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 15. 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 16. This Resolution shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 10th day of September, 2025.

Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

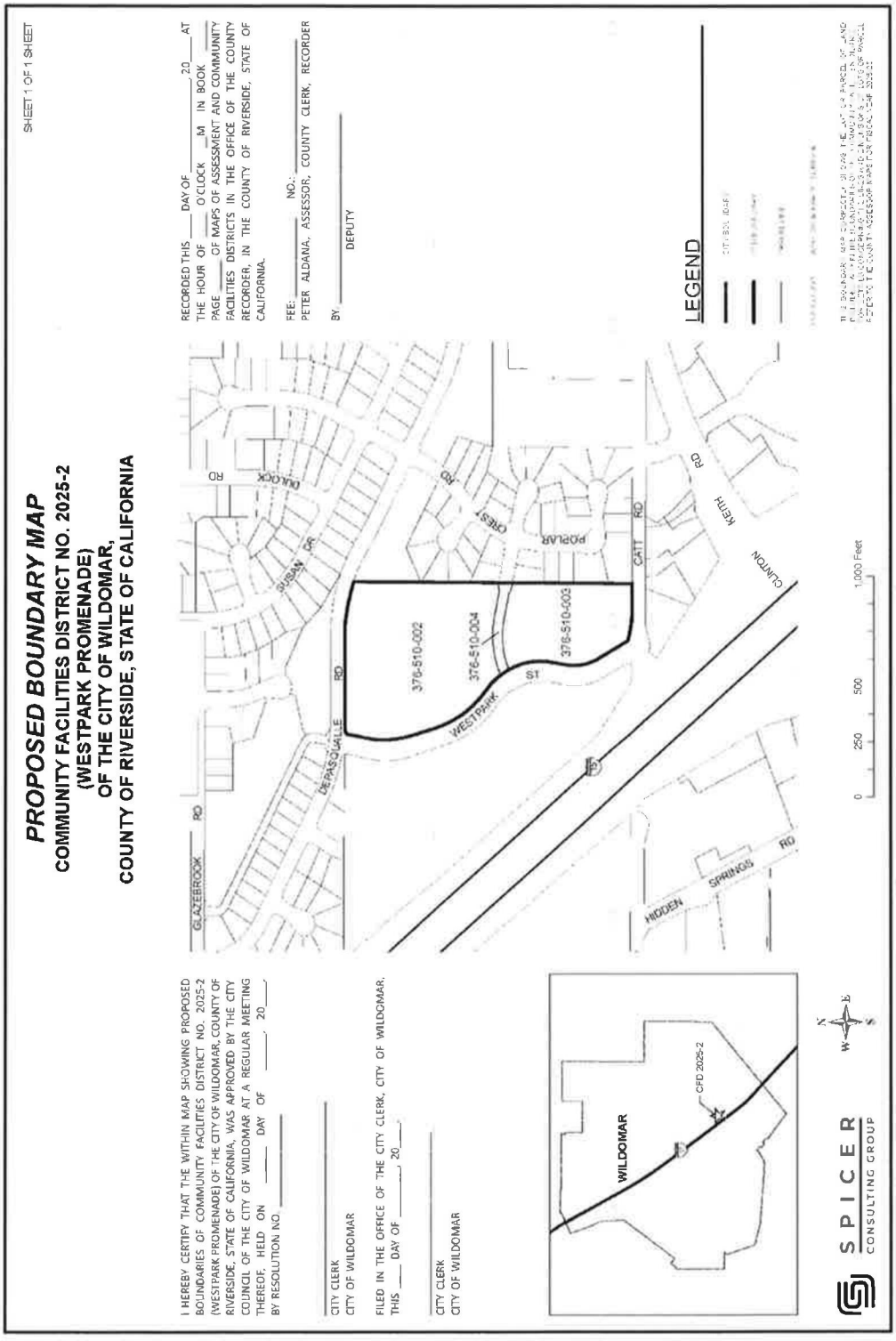
ATTEST:

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR INCORPORATED July 1, 2008 STATE OF CALIFORNIA

ATTACHMENT A

BOUNDARY MAP



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:

Riverside County Assessor Parcel Nos.: 376-510-002; 376-510-003; and 376-510-004

ATTACHMENT B

Types of Facilities
to Be Financed by Community
Facilities District No. 2025-2 (Westpark Promenade) 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. 2025-2 (WESTPARK PROMENADE) 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. 2025-2 (Westpark Promenade) of the City of Wildomar ("CFD No. 2025-2"). 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. 2025-2, 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. 2025-2: 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. 2025-2 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2025-2 or any designee thereof of complying with continuing disclosure requirements of the City, CFD No. 2025-2 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. 2025-2 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. 2025-2 for any other administrative purposes of CFD No. 2025-2, 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. 2025-2 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. 2025-2"** means Community Facilities District No. 2025-2 (Westpark Promenade) 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. 2025-2.

"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, and (ii) for which a Building Permit for new construction was issued on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section F.

"Final Map" means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a Condominium Plan pursuant to California Civil Code Section 6624 that creates individual lots for which Building Permits may be issued without further subdivision.

"Fiscal Year" means the period commencing on July 1st of any year and ending the following June 30th.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Category" means any of the categories listed in Table 1 of Section D.

"Maximum Special Tax" means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Section D below, that can be levied by CFD No. 2025-2 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 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. 2025-2 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. 2025-2 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. 2025-2, 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 2025-2026 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 2025-2026, each Assessor's Parcel within CFD No. 2025-2 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 2025-2026 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 2025-2026

Land Use Category	Taxable Unit	Building Square Footage	Assigned Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	Less than 1,200 sq. ft	$3,550.00
2. Single Family Residential Property	RU	1,200 sq. ft to 1,300 sq. ft	$3,755.00
3. Single Family Residential Property	RU	1,301 sq. ft to 1,400 sq. ft	$3,840.00
4. Single Family Residential Property	RU	1,401 sq. ft to 1,500 sq. ft	$3,890.00
5. Single Family Residential Property	RU	1,501 sq. ft to 1,600 sq. ft	$4,242.50
6. Single Family Residential Property	RU	Greater than 1,600 sq. ft	$4,595.00
7. Multifamily Property	Acre	N/A	$236,174.00
8. Non-Residential Property	Acre	N/A	$236,174.00

On each July 1, commencing July 1, 2026, the Assigned Special Tax rate for Developed Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

b. Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for each Taxable Unit for all Land Use Categories located on the Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

c. Backup Special Tax

The Backup Special Tax for an Assessor's Parcel within a Final Map classified as Single Family Residential Property shall be $4,217 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. 2025-2 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. 2025-2.

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, 2026, 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 $236,174 per Acre.

On each July 1, commencing July 1, 2026, 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 $236,174 per Acre.

On each July 1, commencing July 1, 2026, 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 2025-2026 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property in accordance with the following steps:

Step One: (i) Prior to the first issuance of Bonds, the Special Tax shall be levied at 100% of the applicable Assigned Special Tax rates on Developed Property and (ii) subsequent to the first issuance of Bonds, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed

Property at up to 100% of the applicable Assigned Special Tax rates in Table 1 to satisfy the Special Tax Requirement.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax levy on each Assessor's Parcel of Developed Property for which the Maximum Special Tax is the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement after the first four steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor's Parcel of Residential Property as a result of a delinquency in the payment of the Special Tax applicable to any other Assessor's Parcel be increased by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

F. EXEMPTIONS

The City shall classify as Exempt Property, in the chronological order in which they become exempt, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses, (vi) Assessor's Parcels which are classified as Non-Residential Property or (vii)

Assessor's Parcels restricted to other types of public uses determined by the City Council, provided that no such classification would reduce the sum of all Taxable Property to less than 3.41 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 3.41 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 3.41 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 $11,500,000 expressed in 2025 dollars, which shall increase by the Construction Inflation Index on July 1, 2026, 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. 2025-2, 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. 2025-2.

"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 2070-2071 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. 2025-2 Bonds have been paid; (ii) all authorized facilities of CFD No. 2025-2 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. 2025-2 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. 2025-2 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.

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

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2025 – 47 was duly adopted at a regular meeting held on September 10, 2025, by the City Council of the City of Wildomar, California, by the following vote:

AYES: Moore, Morabito, Nigg, Mayor Pro Tem Marquez, Mayor DePhillippo

NOES: None

ABSTAIN: None

ABSENT: None

Janet Morales, CMC
City Clerk
City of Wildomar

CITY OF WILDOMAR INCORPORATED July 1, 2008 STATE OF CALIFORNIA



SPICER

CONSULTING GROUP

COMMUNITY FACILITIES DISTRICT NO. 2025-2 OF THE (WESTPARK PROMENADE) CITY OF WILDOMAR

FUNDING AGREEMENT

THIS AGREEMENT dated October 13, 2025, is made and entered into by and between CITY OF WILDOMAR (the "City"), acting for and on behalf of itself and COMMUNITY FACILITIES DISTRICT NO. 2025-2 (WESTPARK PROMENADE) OF THE CITY OF WILDOMAR (the "Community Facilities District" or "CFD"), and CRP/CWR WESTPARK PROJECT, L.L.C., a Delaware limited liability company (the "Developer"), each individually a "Party" and collectively the "Parties."

WHEREAS, the City has formed the CFD pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), authorized special taxes and issuance of bonded indebtedness to finance certain public improvements to be owned, operated or maintained by the City, the Elsinore Valley Municipal Water District and the Lake Elsinore Unified School District and Incidental Expenses in accordance with the Act; and

WHEREAS, in order to proceed in a timely way with development of the property within the Community Facilities District which is attached as **Exhibit "A"** (the "Developer Property"), Developer desires to fund through the Community Facilities District (i) improvements included in the City's fee programs (the "City Improvements"), as more particularly set forth and described in the Description of Cost Estimates attached hereto as **Exhibit "B"** and (ii) if applicable, any improvements unrelated to the City Improvements described and governed by the terms contained in **Exhibit "D"** hereto (the "Miscellaneous Improvements") (collectively the "Improvements"); and

WHEREAS, the City is authorized by the Act to form the CFD and to issue bonds to fund the Improvements; and

WHEREAS, the City Council has adopted its "Local Goal and Policies and Appraisal Standards for the Use of Community Facilities Act of 1982," which sets forth the City's policies and procedures concerning the use of special district financing programs to finance City facilities (the "Policy"); and

WHEREAS, the purpose of this Agreement is to constitute a formal understanding between Developer and the City (pursuant to the requirements of Government Code Section 53313.51 and other provisions of the Act and the Policy) concerning financial and other obligations and responsibilities related to the Improvements to be financed by the Community Facilities District to the extent funds are available, and to set forth the conditions upon which (1) the Community Facilities District will fund the City Improvements and (2) the Community Facilities District will also fund any Miscellaneous Improvements, if applicable, described in **Exhibit "D**."

NOW, THEREFORE, it is mutually agreed between the respective parties as follows:

SECTION 1. DEVELOPER DEPOSIT

At Developer's request, the City undertook the formation of the Community Facilities District. The Developer has advanced to the City $75,000 related to the costs of such formation proceedings, all of which shall be eligible for reimbursement from the CFD. Such advances, any additional advances and the reimbursement thereof from proceeds of bonds (the "Bonds") issued by the Community Facilities District shall be governed by the Reimbursement Agreement dated as of September 10, 2025, by and between the City and the Developer.

SECTION 2. SALE OF BONDS

2.1 City Policy and Requirements for the Issuance of Bonds. The total annual amount of the special taxes to be collected with respect to a parcel within the CFD and all other taxes and assessments which will be collected with respect to such parcel must not exceed two percent (2%) of the expected assessed value of such parcel within the Community Facilities District upon the completion of all expected structural improvements to such parcel. Such assessed value may be based on the actual sales price of such parcel to the initial purchaser.

The parties hereby agree that, unless waived by the City, at the time of issuance of the Bonds, the following requirements shall be met: (1) the ratio of the value of all parcels of property for which the Bonds are being issued to the amount of outstanding community facilities district or assessment district bonds attributable to such parcels (the "Value-to-Lien Ratio") may not be less than four-to-one (4:1) and (2) at least 50% of the proposed residential units within the Community Facilities District shall have been completed and conveyed to individual homeowners. The fair market value of the property within the Community Facilities District for purposes of determining the foregoing ratio will be determined based on the assessed value of the property or the appraised value of the property based on the appraisal made by an appraiser selected by the City with a valuation date within ninety (90) days of the issuance of the Bonds. Subject to satisfaction of the Policy and the requirements of this Agreement, the City shall use its best efforts to issue and sell the Bonds in one or more series in an amount sufficient to fund the Improvements in accordance with the schedule for development of the Developer Property.

2.2 Security for Payment of Special Taxes.

(a) Concurrently with the issuance and sale of each series of the Bonds, the owner of any land within the Community Facilities District which the City has determined, in its sole discretion, to use in the sizing of such series of Bonds (the "Sizing Property"), together with any Sizing Property owned by any affiliate (collectively, an "Account Party"), for which the Maximum Special Taxes for the then-current fiscal year (as defined in the Rate and Method of Apportionment of Special Tax for the CFD (the "Rate and Method") and such Special Tax referred to herein as the "Special Tax" or "Special Taxes"), are equal to or exceed 20% of the aggregate Maximum Special Taxes authorized to be levied on the Sizing Property in such fiscal year, shall deliver to the City either (i) a renewable irrevocable instrument of credit from a financial institution (rated "A" or better, or otherwise approved by the City) and approved by the City, or (ii) cash in-lieu thereof (a "Security"). The Security shall be in an amount calculated by multiplying the Special Tax Requirement (as defined in the Rate and Method) for the then current and following fiscal year, by the percentage of the Maximum Special Taxes for the current fiscal year allocable to the Developer Property owned by the Account Party (the "Stated

Amount). The Security shall be maintained by the Account Party in each fiscal year until terminated in accordance with Section 2.2(c) below. While the Security is still required, the Stated Amount of such Security shall be reduced as set forth in a "Certificate of Reduction or Termination (as defined in Section 2.2(c) below).

The Security shall name the City, or its designee, as a beneficiary and shall provide that the City, or its designee, may draw an amount equal to any delinquencies in payment of semiannual installments of the Special Taxes levied on property owned by the Account Party in the Community Facilities District. The total amount to be drawn under the Security shall not exceed an amount equal to the Special Taxes owed by the Account Party with respect to property within the Community Facilities District that is delinquent at the time the draw is made. The amount drawn on the Security shall be applied in the same manner and for the same purposes as the delinquent Special Taxes would have been applied; provided, however the payment of a draw under the Security will not be deemed to cure the delinquency in payment of the Special Taxes.

If, subsequent to a draw on the Security and prior to the satisfaction of any reimbursements due to the institution providing the Security (the "Security Provider") pursuant to this Agreement, the City receives payment of all or a portion of the delinquent Special Taxes or the proceeds of a sale of delinquent real property pursuant to foreclosure proceedings ("Delinquency Proceeds") for a parcel for which the Security has been drawn, the Security Provider shall be reimbursed for such draws to the extent of Delinquency Proceeds net of the City's costs of collection, provided that the Security is or has been concurrently reinstated to, or a Substitute Security (as defined below) provided for, the then applicable Stated Amount. The Security Provider is intended by the Parties to be a third party beneficiary of this Section 2.2.

(b) The Security shall be renewed, or a substitute Security reasonably satisfactory to the City (a "Substitute Security") provided, not less than thirty (30) calendar days prior to the expiration of the Security or Substitute Security then in effect. If the Account Party provides a Substitute Security to the City, then the City or its designee, shall return any existing Security on the effective date of the Substitute Security to the Security Provider.

If the Security is not renewed within thirty (30) days prior to its expiration date and the requirements for release or termination of the Security as set forth in Section 2.2(c) below have not then been met, the full amount of the Security may be drawn by the City and deposited in an account established under the Indenture (as hereinafter defined) or in such account established with a financial institution selected by the City. Thereafter, amounts in such account shall be held as security, and if Special Taxes owed by the Account Party with respect to property within the Community Facilities District are not paid prior to delinquency, then such amounts in such account may be applied by the City to pay the delinquent Special Taxes owed by the Account Party with respect to such property on the same terms and conditions applicable hereunder to draws on the Security.

At such time as the Security is renewed, or a Substitute Security is accepted by the City, or the requirement for the Security has been terminated pursuant to this section, the City or its designee, shall release all amounts in the Security account to the Security Provider within ten (10) calendar days from the date of renewal or acceptance.

(c) Following the sale or transfer by the Account Party of any property to a person other than the Account Party, or upon the prepayment of the Special Tax obligation for a parcel owned by the Account Party, the Account Party shall notify the Community Facilities District of

such event, in writing, and, if requested by the Account Party, the Stated Amount of the Security shall be reduced and be recalculated in accordance with this Section 2.2; provided, however, that any costs associated with the recalculation and reduction shall be borne by the Account Party. Subject to Section 2.2(d) below, the Stated Amount may be reduced to an amount determined by the method of calculation set forth in Section 2.2(a) hereof. The Security shall be terminated upon the earlier of (i) when the Sizing Property owned by the Account Party is responsible for less than 20% of the Maximum Special Taxes applicable to all of the Sizing Property or (ii) when the Account Party has paid (or cause to be paid) all Special Taxes owed by the Account Party in the current fiscal year and the Sizing Property owned by the Account Party is expected to be responsible for less than 20% of the Maximum Special Taxes in the next fiscal year.

Reduction or termination of a Security shall occur automatically upon submission to the Security Provider by the City of a "Certificate of Reduction or Termination." The City shall deliver to the Security Provider, such Certificate of Reduction or Termination promptly upon receiving from the Account Party a certification which shall be made under penalty of perjury and which shall indicate (i) the legal description of all Sizing Property owned by the Account Party, and either (ii) a recalculation of the new Stated Amount that the Account Party proposes be applicable to the Security or (iii) if termination of the Security is requested, a statement that one of the requirements set forth in the preceding paragraph for termination of the Security has been satisfied.

The Account Party shall notify the City of any events that will result in a reduction of the Stated Amount of the Security and shall provide the City with verification of said events. The Account Party may provide the City with a Substitute Security in the reduced amount, and the City shall release and return to the Security Provider the Security then in effect. The Parties expressly acknowledge that the Account Party's failure to so notify the City or to reduce the Security at the times prescribed herein shall in no way effect or invalidate sale or transfer of property, or recordation of maps on property.

(d) If any Sizing Property is sold or transferred by an Account Party with the result that the Sizing Property owned by the transferee together with any of its affiliates ("Transferee") is responsible for 20% or more of the aggregate Maximum Special Taxes of all Sizing Property, a Security on the same terms specified in Section 2.2(a) above will be furnished by Transferee with respect to all Sizing Property owned by such Transferee. Any applicable purchase and sale agreement and/or escrow instructions shall notify the Transferee of this Security requirement and obligate the Transferee to provide such Security, if applicable. The Security of the Account Party will not be reduced to reflect the sale or transfer of such Sizing Property until a Security is furnished by the Transferee and accepted by the fiscal agent or trustee for the Bonds. The issuing financial institution and the form and terms of said Security will be subject to reasonable prior approval by the City. All terms provided in this Section 2.2 are applicable to the Transferee by replacing the term "Account Party" at each place where it occurs in each section with the term "Transferee." Each provider of a Security for a Transferee shall be an express third party beneficiary of the provisions of this Section 2.2. Any costs related to the holding or maintaining the Security, including any fees of a fiscal agent, trustee or other depository shall be borne by the Account Party.

2.3 Major Landowner Initial and Continuing Disclosure. An owner of land which is responsible for twenty percent (20%) or more of the Special Tax levy attributable to the Sizing Property in the fiscal year in which the Bonds are issued or in the fiscal year following the fiscal year in which the Bonds are issued (a "Major Landowner") will be required to provide all

information regarding the development of its property, including the financing plan for such development, which is necessary to ensure that the official statement for such Bonds complies with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") and all other applicable federal and state securities laws. Additionally, Developer acknowledges that, if it is a Major Landowner at the time of issuance of the Bonds, it will be necessary that Developer enter into a continuing disclosure agreement to provide such continuing disclosure pertaining to the development of the land owned by Developer within the Community Facilities District as necessary to assist the underwriter in complying with the continuing disclosure requirements of the Rule and/or to assist in the marketing of the Bonds.

2.4 Bond Issuance Parameters. The terms and conditions upon which each series of the Bonds shall be issued and sold, the method of sale of the Bonds and the pricing of the Bonds shall be determined solely by the City in its reasonable discretion in conformance with the requirements of Government Code Section 53313.5, the Act, the Policy, and this Agreement. The Bonds shall be issued with a term not to exceed 35 years and annual debt service on the Bonds shall be permitted to escalate by two percent (2%) per year consistent with the annual escalation of the Special Tax pursuant to the Rate and Method. The proceeds of the Bonds shall be used in the following priority to (1) fund a reserve fund for the payment of principal and interest with respect to the Bonds in an amount equal to the least of (i) ten percent (10%) of the total bond issue, (ii) maximum annual debt service on Bonds, or (iii) 125% of average annual debt service; (2) fund up to eighteen (18) months of capitalized interest, or such lesser amount requested by the Developer; (3) pay for costs of issuance of the Bonds including, without limitation, underwriter's discount, bond counsel and disclosure counsel fees, appraisal and special tax consultant fees, printing, and fiscal agent fees; (4) pay for the costs of forming the Community Facilities District and any change proceedings for the Community Facilities District; and (5) pay for the actual costs of the Improvements. The Community Facilities District shall maintain records relating to the disbursements of proceeds of the sale of the Bonds. The Indenture or Resolution (hereinafter "Indenture") for the Bonds shall establish an acquisition and construction fund or improvement fund (herein, the "Improvement Fund") into which shall be deposited initially the proceeds of the Bonds net of the amount of proceeds required to fund items (1) through (4) in the second preceding sentence. The Indenture shall also establish separate accounts of the Improvement Fund designated the "City Improvements Account", and any Miscellaneous Improvement Accounts with respect to funds for the facilities described in **Exhibit "D"** if applicable, into which shall be deposited such portions of the Improvement Fund as directed by the City pursuant to consultation with the Developer and in writing at or subsequent to the closing of the sale of the Bonds consistent with the following priorities:

(a) An amount sufficient to fund the reasonable, current estimated cost of the City Improvements anticipated to be funded out of the Bonds being issued shall be deposited in the City Improvements Account;

(b) If applicable, an amount sufficient to fund the reasonable, current estimated cost of any Miscellaneous Improvements anticipated to be funded out of the Bonds being issued shall be deposited in the applicable Miscellaneous Account(s), if any, described in **Exhibit "D"** hereto; provided, that if there are not sufficient funds to pay for all of the Miscellaneous Improvements, the Developer shall direct the City as to the amounts to be deposited for each of the Miscellaneous Improvements.

The Indenture shall provide that amounts remaining in the Improvement Fund after funding all proposed Improvements, or sooner, as specified by the City in order to comply with federal tax law and after consultation with the Developer, shall be deposited in the special tax

fund or bond service fund and be applied to pay debt service on the Bonds and/or to call Bonds in advance of maturity.

SECTION 3. ALLOCATION OF SPECIAL TAXES

Prior to the issuance of Bonds, the City Council of the City, acting as the legislative body of the Community Facilities District, shall levy Special Taxes at the assigned special tax rate on all parcels classified as Developed Property pursuant to the Rate and Method. Such Special Taxes collected by the City shall first be applied to fund annual administrative expenses of the Community Facilities District and then to fund Improvements in the same manner as the proceeds of Bonds as set forth in Section 5 and Section 6 below, provided, however, that the use of the Special Taxes to fund any Miscellaneous Improvements under Section 6 below shall be at the City's sole discretion. Prior to the issuance of Bonds, such Special Taxes collected by the City each fiscal year in excess of that required to fund annual administrative expenses of the Community Facilities District shall be deposited in a special fund of the City, which shall also be referred to as the City Improvements Account. Upon the issuance of the Bonds, such City Improvements Account shall be closed and all funds then remaining in it shall be transferred to the City Improvements Account of the Improvement Fund that is established with the issuance of the Bonds prior to the deposit of Bond proceeds.

Upon sale and delivery of the Bonds, the City shall annually levy the Special Tax as provided for in documents pursuant to which the Bonds were issued. Following the issuance of the Bonds, the City shall have no obligation to levy Special Taxes to reimburse the Developer for the costs of any Improvements not paid for from Bond proceeds or out of the Improvement Fund. The entire amount of any Special Tax levied by the Community Facilities District to repay the Bonds and recover costs and expenses allowable pursuant to Government Code Section 53313.5, shall be allocated to the Community Facilities District.

SECTION 4. NOTICE OF SPECIAL TAX

Developer, or Developer's successors or assigns, shall provide written notice to all potential purchasers of lots advising of the special tax obligation applicable to the Developer Property in the form required by Section 53341.5 of the Government Code.

SECTION 5. CITY IMPROVEMENTS

The Developer may be required pursuant to the conditions of development or the City's development impact fee ordinance to pay certain City fees (the "City Fees") relating to the Improvements prior to the availability of proceeds of the Special Taxes or Bonds to pay for such Improvements. In the event such City Fees are paid prior to the availability of Special Taxes or Bond proceeds, the amounts paid to the City shall be deemed to be deposits (each a "Deposit") that are subject to refund by the City to the Developer in accordance with this Agreement. The City shall place each Deposit in a capital facilities account(s). If the Developer has made any Deposits to the City, then following deposit of Special Taxes or Bond proceeds in the City Improvements Account, the City shall return to the Developer, from the capital account in which the Deposits were deposited an equal amount of the Deposits not previously returned, without interest or other earnings thereon. The City shall be so obligated to return such Deposits only to the extent that an equivalent amount of the Deposits to be returned is deposited in the City Improvements Account from Bond proceeds. At the time of issuance of the Bonds, Developer shall be deemed to have satisfied the City Fees for a remaining number of dwelling units, if any, within the Community Facilities District equal to (i) the amount deposited in the City

Improvements Account in excess of the amount of the Deposits divided by (ii) the amount of City Fees per dwelling unit.

Bond proceeds used to finance Improvements which relate to the City Fees shall be allocated first for return of all Deposits prior to being allocated to the payment of City Fees not previously deposited by the Developer. Any Deposits that have not been returned to the Developer at the time it is determined that there will be no further Bond proceeds available (i.e. when the final series of Bonds to finance the Improvements have been issued) shall be retained by the City and may be used for the purposes for which the City Fee was required, and the unrefunded Deposits shall constitute full and final payment for such City Fees, without any increase of any kind.

Any City Fees paid (as Deposits) by the Developer shall be made with the understanding that such Deposits will be returned to the Developer if, and when, Special Taxes and Bond proceeds have been deposited to the City Improvements Account. The City shall expend any amounts disbursed to it from the City Improvements Account on capital facilities. The payment of Deposits prior to the availability of the Special Taxes and Bond proceeds in the City Improvements Account shall not be construed as a dedication or gift of the City Fees, or a waiver of the return of the Deposits, it being the intention that the City Fees be paid by Special Taxes and Bond proceeds to the extent of such Bond proceeds.

SECTION 6. MISCELLANEOUS IMPROVEMENTS.

Improvements unrelated to the City Improvements, if applicable, will be supplemented by the terms contained in an addendum which will appear as **Exhibit "D"** hereto. The amounts deposited in the applicable Miscellaneous Improvement Account(s), if any, will be disbursed for the acquisition or construction of Miscellaneous Improvements in accordance with the provisions in the applicable Joint Community Facilities Agreement(s), if any. Any amounts in the applicable Miscellaneous Improvement Account(s) shall be disbursed at the written direction of the City upon Developer's submittal of an addendum as the applicable entity's Certificate and the Disbursement Request Form provided for in the Joint Community Facilities Agreement(s). Upon receipt of the Disbursement Request Form, the City shall submit a written requisition for payment of the requested amount to trustee for the Bonds pay the amount requested to the applicable entity.

SECTION 7. INDEPENDENT CONTRACTOR

In performing this Agreement, Developer is an independent contractor and not the agent of the City. The City shall not have any responsibility for payment to any contractor or supplier of Developer. It is not intended by the parties that this Agreement create a partnership or joint venture among them and this Agreement shall not otherwise be construed.

SECTION 8. INDEMNIFICATION

Developer shall assume the defense of, indemnify and hold harmless, the City, its officers, employees and agents, and the Community Facilities District, its officers, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subject or put, by reason of, or resulting from the Developer's performance of its obligations under this Agreement, the issuance of the Bonds, the construction of the Improvements, the failure of the Developer to provide notice of the special tax to be levied by the Community Facilities District pursuant to Section 53341.5 of the Act (but

only if the Developer is required by law to provide such notice), or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the City, the Community Facilities District, the underwriter of the Bonds and its counsel, the appraiser, the special tax consultant, the market absorption consultant or bond counsel regarding the Developer, its proposed developments, its property ownership, and any contractual arrangement it may enter into in a disclosure document describing the Community Facilities District and the risks relating to the Bonds. No provision of this Agreement shall in any way limit the extent of Developer's responsibility for payment of damages resulting from the operations of Developer and its contractors; provided, however that Developer shall not be required to assume the defense or indemnify and hold harmless the City, its officers, employees or agents, or the Community Facilities District, its officers, employees or agents, as to actions, damages, claims, losses or expenses resulting from negligence or willful misconduct of such person or entity.

SECTION 9. CONFLICT WITH OTHER AGREEMENTS

Except as specifically provided herein, nothing contained herein shall be construed as releasing Developer from any condition of development or requirement imposed by any other agreement with City. In the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by City.

SECTION 10. TERMINATION

The provisions of this Agreement related to the financing of the Improvements shall terminate and be of no further force or effect upon the earlier of (i) twenty (20) years following the issuance of building permits for all dwelling units expected to be built within the Community Facilities District, (ii) the funding of all Improvements pursuant to this Agreement, or (iii) December 31, 2045. Notwithstanding the foregoing, this Agreement shall not terminate pursuant to (iii) of the previous sentence if, on December 31, 2045, all of the building permits within the Community Facilities District have been pulled, construction within the Community Facilities District, as contemplated by the parties hereto, is ongoing, and the Developer has not yet received a full return of all Deposits or full reimbursement for the Miscellaneous Improvements from Special Taxes.

SECTION 11. NOTICES

Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or seventy-two (72) hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid. Any notice to the Community Facilities District or the City shall be addressed to City of Wildomar, 23873 Clinton Keith Rd., Suite 201 Wildomar, CA 92595, Attention: City Manager. Any notice to Developer shall be addressed to CRP/CWR Westpark Project, L.L.C., 5927 Priestly Drive, Suite 110, Carlsbad, CA 92008, Attention: Carlos Bonilla.

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party hereto.

SECTION 12. GENERAL PROVISIONS

(a) Amendment. This Agreement may be amended at any time but only in writing signed by each party hereto.

(b) Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.

(c) Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

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

(e) No Third Party Beneficiaries. Except as provided explicitly in this Agreement, no person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City, the Community Facilities District, and Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

(g) Assignment. Developer may assign all or any of its rights pursuant to this Agreement to a purchaser of all or any portion of the Developer Property. Such a purchaser and assignee shall, as a condition to taking an assignment of such rights, enter into an assignment and assumption agreement with the Developer, in a form reasonably acceptable to Developer and the City, whereby such rights assigned are specified and such purchaser agrees, except as may be otherwise specifically provided therein, to assume the obligations of Developer pursuant to this Agreement and to be bound thereby.

(h) 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.

(i) Construction of Agreement. This Agreement has been reviewed by legal counsel for both the City and Developer and shall be deemed for all purposes to have been jointly drafted by the City and Developer. No presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

(j) Attorneys' Fees. In the event of any action or proceeding, including an arbitration or a reference pursuant to Section 638, et seq., of the Code of Civil Procedure brought by any Party against any other under this Agreement, the prevailing Party shall be entitled to recover its actual attorneys' fees and all fees, costs and expenses incurred for prosecution, defense, consultation, or advice in such action or proceeding. In addition to the foregoing, the prevailing Party shall be entitled to its actual attorneys' fees and all fees, costs

and expenses incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

(k) Venue and Forum. Any action at law or in equity arising under this Agreement brought by any Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the Parties waive all provisions of law providing for the filing, removal or change of venue to any other Court.

(l) Entire Agreement. Except as provided in an addendum, which if applicable, will appear as **Exhibit "D"** hereto, this Agreement sets forth and contains the entire understanding and agreement of the parties. There are no oral or written representations, understandings, undertaking or agreements, which are not contained or expressly referred to herein, and any such representations, understandings or agreements are superseded by this Agreement. No evidence of any such representations, understandings or agreements shall be admissible in any proceeding of any kind or nature relating to the terms or conditions of this Agreement, its interpretation or breach.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CITY OF WILDOMAR, a political subdivision of the State of California

By: _____
City Manager

ATTEST:

By: _____
Janet Morales, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY OF THE CITY OF WILDOMAR

By: _____
Thomas D. Jex, City Attorney

DEVELOPER

CRP/CWR WESTPARK PROJECT, L.L.C.,
A Delaware limited liability company

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS

EXHIBIT A - DESCRIPTION OF DEVELOPER PROPERTY

EXHIBIT B - DESCRIPTION OF COST ESTIMATES

EXHIBIT C - DISBURSEMENT REQUEST FORM

EXHIBIT D - ADDENDUM

EXHIBIT A

DESCRIPTION OF DEVELOPER PROPERTY

LEGAL DESCRIPTION

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

Assessor Parcel Numbers: 376-510-002; 376-510-003; and 376-510-004

EXHIBIT B

DESCRIPTION OF COST ESTIMATES

The Improvements consist of the City Improvements, as described below. Any other types of Improvements will be described in an addendum to this Agreement appearing as **Exhibit "D**."

I. CITY IMPROVEMENTS.

City facilities included in the City's development fee programs used to finance expansion projects, exclusive of in-tract facilities constructed by a property owner, but including and not limited to the following.

Estimated Cost of the City Improvements

Description	***Estimated Cost****
Police Facilities	$ 40,874
Fire Facilities	74,190
Transportation – Roads	525,059
Transportation - Signals	58,446
Drainage	363,473
Community Centers	89,961
City Hall	64,176
Parks Improvement	1,466,116
Multi-Purpose Trails	239,896
Corporate Yards	14,516
Other City Facilities	587,401
Total	**$ 3,524,408**

*Estimated costs only; the actual amount of the City Improvements will be financed under the Agreement.

EXHIBIT C

CFD NO. 2025-2 OF THE CITY OF WILDOMAR (WESTPARK PROMENADE)

DISBURSEMENT REQUEST FORM

1. Community Facilities District No. 2025-2 (Westpark Promenade) of the City of Wildomar (the "CFD") is hereby requested to pay from the City Improvements Account, or any applicable account or sub-account thereof, established by the CFD in connection with its [20__] Special Tax Bonds (the "Bonds") to City of Wildomar (the "City") as payee, the sum set forth below :

$_____ (the Requested Amount")

2. The Requested Amount represents the payment of City Fees for ___ lot(s) within the boundaries of the CFD (the "Property").

(Tract No. _____, Lot Nos. _____).

3. The Requested Amount is due and payable, has not formed the basis of any prior request or disbursement.

4. The Requested Amount shall be payable to _____ (the "Developer"), pursuant to the wiring instructions attached hereto.

5. The Requested Amount is authorized and payable pursuant to the terms of the certain Funding Agreement (the "Agreement") between the City, acting for and on behalf of itself and the CFD and Developer.

6. Capitalized undefined terms used herein shall have the meaning ascribed to them in the Agreement.

Dated:_____ DEVELOPER:

By:_____

Dated:_____ CITY OF WILDOMAR

By: _____
Its: _____

[ATTACH WIRING INSTRUCTIONS]

EXHIBIT D

ADDENDUM

DESCRIPTION AND COST ESTIMATES OF THE MISCELLANEOUS IMPROVEMENTS

I. ELSINORE VALLEY MUNICIPAL WATER DISTRICT IMPROVEMENTS.

1. The construction, purchase, modification, expansion, rehabilitation and/or improvement of 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 Improvements"), and all appurtenances and appurtenant work in connection with the foregoing Water District Improvements, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Water District Improvements, and to finance the incidental expenses to be incurred, including:

a. The cost of engineering, planning and designing the Water District Improvements;

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 Water District Improvements.

Estimated Cost of the Water District Improvements

Description	***Estimated Cost****
Water Facilities	$ 4,240,391
Sewer Facilities	1,698,487
Fee Credit – Temescal Valley Project	(735,732)
Total Water District Improvements	**$ 5,203,146**

*Estimated costs only; the actual amount of the Water District Improvements will be financed under the Agreement and the Water District JCFA.

II. LAKE ELSINORE UNIFIED SCHOOL DISTRICT IMPROVEMENTS.

1. The construction, purchase, modification, expansion, rehabilitation and/or improvement of 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 District Improvements"), and all appurtenances and appurtenant work in connection with the foregoing School District Improvements, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such School District Improvements, and to finance the incidental expenses to be incurred, including:

a. The cost of engineering, planning and designing the School District Improvements;

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 School District Improvements.

Estimated Cost of the School District Improvements

Description	***Estimated Cost****
School District Improvements	$ 1,920,896
Total School District Improvements	**$ 1,920,896**

*Estimated costs only; the actual amount of the School District Improvements will be financed under the Agreement and the School District JCFA.

JOINT COMMUNITY FACILITIES AND SCHOOL FACILITIES FUNDING AGREEMENT

by and among

THE CITY OF WILDOMAR,

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

AND

CRP/CWR WESTPARK PROJECT, LLC

RELATING TO

COMMUNITY FACILITIES DISTRICT NO. 2025-1 (WESTPARK PROMENADE)

OF THE CITY OF WILDOMAR

Dated _____, 2025

JOINT COMMUNITY FACILITIES AND SCHOOL FACILITIES FUNDING AGREEMENT

BY AND AMONG

THE CITY OF WILDOMAR, LAKE ELSINORE UNIFIED SCHOOL DISTRICT AND CRP/CWR WESTPARK PROJECT, LLC

(Relating to Community Facilities District No. 2025-1 of the City of Wildomar)

THIS JOINT COMMUNITY FACILITIES AND SCHOOL FACILITIES FUNDING AGREEMENT ("Agreement") is made and entered into by and among **THE CITY OF WILDOMAR**, a general law city organized and operating under the laws of the State of California ("City"), the **LAKE ELSINORE UNIFIED SCHOOL DISTRICT**, a California public school district organized and existing pursuant to California law ("School District"), and **CRP/CWR WESTPARK PROJECT, LLC**, a Delaware limited liability company ("Developer").

R E C I T A L S:

A. Developer owns certain real property located within the boundaries of both the City and the School District and designated as Riverside County Tract Map Nos. 36781 & 36782 (collectively, the "Property"). The Property is described in Exhibit "A" attached hereto. The Developer has obtained entitlements to develop the Property with approximately 191 single-family attached residential dwelling units (collectively, the "Project").

B. The development of the Project will require that the School District provide additional School Facilities (defined below) to accommodate the students who will be generated by the development of the Project. The Property Owner and the School District have agreed that, in lieu of the Property Owner paying School Fees (as defined herein) at the time a Certificate of Compliance is issued to the School District, the School District shall receive Mitigation Amounts (as defined herein) at the time a Certificate of Compliance is issued, in accordance with the terms of this Agreement. The Parties anticipate that some or all of the Mitigation Amounts shall be payable from Bond Proceeds (as defined herein) of the hereinafter described Community Facilities District ("CFD"). The City Facilities (as defined herein) and School Facilities are in certain instances herein collectively referred to herein as the "Facilities."

C. Pursuant to actions of the City, the City formed the CFD on October 13, 2025, pursuant to the provisions of the Act (as defined herein). The Parties herein have acknowledged and agreed that the City shall be solely responsible for the formation and administration of the CFD including the costs thereof.

D. In accordance with Sections 53313.5 and 53316.2 of the Act, the CFD may finance facilities to be owned or operated by the School District. It is the intention of the Parties that this Agreement shall constitute a "joint community facilities agreement" ("JCFA") within the meaning of Section 53316.2 of the Act by and among the City, School District and the Developer pursuant to which the CFD will be authorized to provide financing for the School Facilities. Pursuant to Section 53316.2(b) of the Act, a JCFA may be approved by two or more public agencies prior to the adoption of a resolution authorizing the issuance of bonds. As provided by Section 53316.6 of the Act, the City shall be responsible for constructing or otherwise acquiring, maintaining and operating the City Facilities, and the School District shall be responsible for constructing or otherwise acquiring, maintaining and operating the School Facilities.

E. The provision of the City Facilities and the School Facilities is necessitated by the Project, and the Parties find and determine that the residents of the City, School District and CFD will be benefited by the financing of the City Facilities and School Facilities as set forth herein, and that this Agreement is beneficial to the interests of such residents.

ARTICLE I

GENERAL PROVISIONS

Section 1.1 Recitals.

The above recitals are true and correct and are hereby incorporated as effective and operative provisions of this Agreement.

Section 1.2 Definitions.

Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

(a) "Act" means the Mello-Roos Community Facilities Act of 1982, as amended, commencing with California Government Code Section 53311, *et seq.*

(b) "Agreement" means this Joint Communities Facilities and School Facilities Funding Agreement.

(c) "Amount per Square Foot" means an amount equal to (a) 130% of the School District's applicable Level I Fees or Level II Fees then in effect (or comparable provisions of Statutory Fees, if Level II Fees or Level I Fees are no longer in effect due to a change in State law) or (b) 100% of the School District's Level III Fees then in effect if the School District is authorized to charge Level III Fees (or comparable provisions of Statutory Fees, if Level III Fees are no longer in effect due to a change in State law). The Amount per Square Foot is $6.72 as the date hereof.

(d) "Assessable Square Feet" means, for each residential dwelling unit within the Project, the total square feet of assessable internal living space for such unit, exclusive of any carports, walkways, garages, overhangs, patios, enclosed patios, detached accessory structures (i.e., uninhabitable storage structures), other structures not used as living space or any other square footage excluded under California Government Code Section 65995.

(e) "Bond Proceeds" shall mean those net funds generated by the sale of Bonds.

(f) "Bond Resolution" means that Resolution, Resolution Supplement, Fiscal Agent Agreement, Indenture of Trust and/or other equivalent document(s) providing for the issuance of Bonds.

(g) "Bonds" shall mean those bonds, or other securities, issued by, or on behalf of, the CFD, as authorized by the qualified electors within the CFD.

(h) "Certificate of Compliance" means a certificate issued by School District pursuant to California Education Code Section 17620(b) for purposes of certifying that Developer has paid or satisfied the School Fees needed to obtain one or more building permits for development to occur within the Property.

(i) "CFD" or "CFD No. 2025-1" means Community Facilities District No. 2025-1 (Westpark Promenade) of the City of Wildomar.

(j) "City Facilities" means the facilities which may be financed by the CFD to be constructed, acquired, owned and/or operated by the City as described in the formation proceedings of the CFD.

(k) "Credit Account" means a fund, account or sub-account, regardless of how designated, held by, or on behalf of, the School District and applied and accounted for as set out in Section 2.5 hereof.

(l) "Deposit" means, in each case, the funds advanced to School District by Property Owner, in accordance with Section 2.2 herein, as a condition to issuance by the School District of a Certificate of Compliance.

(m) "Developer" means CRP/CWR Westpark Project, LLC, a Delaware limited liability company, and its successors and assigns.

(n) "Disbursement Request" means a request for payment relating to School Facilities in the form attached hereto as Exhibit "B."

(o) "Lake Elsinore School Facilities Account" means the fund(s), account(s) or sub-account(s) of the CFD (regardless of its designation within the Bond Resolution) into which a portion of the Bond Proceeds may be deposited in accordance with the Bond Resolution in order to finance the School Facilities .

(p) "Mitigation Amount" means the contractual obligation of Property Owner, as set forth herein, to provide funding through the CFD, or as otherwise set forth herein, to mitigate the school facilities impact(s) of each residential dwelling unit within the Project in an amount equal to the then-current Amount per Square Foot multiplied by the Assessable Square Feet of such residential dwelling unit.

(q) "Party" shall mean any one of the parties to this Agreement, and "Parties" shall mean, collectively, all of the parties to this Agreement.

(r) "Rate and Method" means the Rate and Method of Apportionment of the Special Tax authorizing the levy and collection of special taxes pursuant to proceedings undertaken for the formation of the CFD pursuant to the Act.

(s) "School Facilities" means interim and permanent school facilities of the 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.

(t) "School Fees" means fees and charges that may be levied pursuant to Education Code Section 17620 *et seq.* and Government Code Sections 65995 *et seq*.

(u) "Special Taxes" means the special taxes authorized to be levied and collected by the CFD pursuant to the Rate and Method.

(v) "State" means the State of California.

Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate. Headings of sections herein are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

All references herein to "Sections" and other subdivisions are to the corresponding Sections or subdivisions of this Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or subdivision hereof.

ARTICLE II

FORMATION OF THE CFD AND ISSUANCE OF BONDS

Section 2.1 Formation of the CFD.

The City [has undertaken] proceedings pursuant to the Act for the formation of the CFD, the authorization of the Special Taxes and the authorization of bonded indebtedness on behalf of the CFD, with the qualified electors approving such Special Taxes and the authorization of bonded indebtedness as provided for under the Act and related State law. The Parties expressly acknowledge and agree that the School District shall have no responsibility or liability for any costs or expenses of forming or administering the CFD. The Parties expressly agree that for purposes of this Agreement the School District may presume that the proceedings for the formation of the CFD, actions for approval of the levy and collection of the Special Taxes and authorization for the CFD to incur bonded indebtedness were validly undertaken and completed.

Section 2.2 Mitigation Amount Payments/Deposits.

Prior to School District's receipt of Bond Proceeds, as described in this Section, Property Owner may obtain Certificates of Compliance for lots/parcels within the Project only by providing Deposits to the School District that in each case are equal to the Mitigation Amount(s) attributable to those lots/parcels which are developed for residential purposes. The School District may commingle any or all Deposits with other capital facilities funds of the School District for purposes of investment and safekeeping, and the School District may use such Deposits for any or all purposes as authorized

by law, but, for purposes of this Agreement, the School District shall at all times maintain records sufficient to track the amount and disposition of each Deposit.

(a) At the time Bonds are issued, the Lake Elsinore School Facilities Account is intended to be funded in an amount equal to the then-current Amount Per Square Foot multiplied by the total Assessable Square Feet for the units used to size the Bonds ("School Funding Requirement"). Deposits provided to the School District prior to receipt by the School District of Bond Proceeds will be refunded by the School District to Property Owner, or other Party, as applicable, that paid such Deposit(s) to the extent that the School Funding Requirement for such units is satisfied. The School District may withhold the refunding of Deposits as needed such that the withheld Deposits plus the Bond Proceeds deposited in the Lake Elsinore School Facilities Account shall equal the School Funding Requirement.

(b) If the Bond Proceeds are not sufficient to make all future Mitigation Amounts for the Property, then once the Property Owner begins making payments of Mitigation Amounts, such amounts shall constitute Deposits that are capable of reimbursement in the manner described above upon the receipt of additional Bond Proceeds.

(c) After the issuance of the last series of Bonds (other than Bonds issued for refunding purposes only), if after the application of all Bond Proceeds deposited into the Lake Elsinore School Facilities Account, including interest earnings thereon, and taking into account any Deposits retained by the School District (as provided for above), there remains a balance due to satisfy the School Funding Requirement, Property Owner shall be required to pay all Mitigation Amount(s) for units/parcels before Certificates of Compliance shall be issued by the School District.

(d) The City and the CFD shall not be responsible, or liable, for funding of School Facilities, payment of Deposits or payment of Mitigation Amounts from any source of funds other than Bond Proceeds allocated and deposited for such purpose.

Section 2.3 Issuance and Sale of Bonds.

(a) The City Council, acting as the legislative body of the CFD, may, in its sole discretion, in accordance with its adopted policies, adopt one or more Bond Resolutions and issue Bonds. Prior to the City Council adopting a Bond Resolution, Developer, or another Party on behalf of the Developer, shall notify School District, in writing, of: (i) the estimated issuance date for each series of Bonds and (ii) the estimated amount of Bond Proceeds to be deposited in the Lake Elsinore School Facilities Account.

(b) School District shall have no obligation, responsibility, or authority with respect to the issuance and sale of the Bonds, the Bond Proceeds available to finance School Facilities, the payment of the principal and interest on the Bonds, or for the levy of the Special Taxes to provide for the payment of principal and interest thereon. The City and the CFD shall have the sole authority and responsibility for all such matters.

(c) The Parties hereto specifically agree that, except as provided in Section 2.4, the liabilities of the CFD, including liabilities, if any, of the CFD pursuant to the documents providing for the issuance of Bonds, including the Bond Resolution, shall not be or become liabilities of School District.

Section 2.4 Use of Bond Proceeds to Finance School Facilities.

(a) In the event that Bonds are issued, the City, or the CFD (as may be applicable) shall determine the amount of Bond Proceeds to be deposited into the Lake Elsinore School Facilities Account or any applicable accounts or subaccounts thereof. As Bond Proceeds are transferred to School District, Developer shall receive a credit in the amount transferred against the payment of Mitigation Amounts. Nothing herein shall supersede the obligation of the Property Owner and/or its successors in interest with respect to the Property to pay School Fees to School District, when due, on account of commercial, industrial, age-restricted or other development not within the scope of this Agreement. The purpose of this Agreement is to provide a mechanism by which the CFD may levy and collect Special Taxes and issue Bonds to provide a source of funds to finance School Facilities for residential development within the Project through the payment of the Mitigation Amount. In the event that Bond Proceeds, including investment earnings thereon, are not available or sufficient to satisfy the obligation to pay the Mitigation Amounts, then the Property Owner shall remain obligated to pay the Mitigation Amounts to the School District as provided for under the terms of this Agreement.

(b) In connection with the issuance of any Bonds, a portion of the proceeds of which are to be made available pursuant to this Agreement to finance the acquisition, construction and installation of School Facilities, School District agrees to execute and deliver such certifications concerning the School District and/or the School District's use of Bond Proceeds deposited into the Lake Elsinore School Facilities Account as may be reasonably required in order for City bond counsel to conclude, at the time of Bond issuance, that interest on such Bonds will be excludable from gross income under Section 103 of the Internal Revenue Code of 1986 and any amendments thereto. If expressly requested by the City, the CFD or City bond counsel, the School District shall confirm that the Bond Proceeds shall be, or have been, expended on School Facilities which have a direct or indirect benefit to the property within the CFD.

Section 2.5 Mitigation Credit Account.

(a) After being notified by the fiscal agent for the Bonds, or equivalent City or CFD consultant, officer or agent that Bond Proceeds have been deposited into the Lake Elsinore School Facilities Account, School District will establish a Credit Account in the amount of Assessable Square Feet for which the School Funding Requirement has been satisfied. Such determination shall be made by dividing the amount(s) deposited in the Lake Elsinore School Facilities Account by the Amount per Square Foot then in effect pursuant to Section 2.2 herein.

(b) Once established and upon receipt of funds into the Credit Account, School District shall deduct from the Credit Account the square footage of units for which Deposits had been made pursuant to Section 2.2 and return the corresponding Deposits to the Property Owner. If such deduction would result in a negative balance within the Credit Account, School District shall retain a portion of the Deposits such that when added to the Bond Proceeds deposited in the Lake Elsinore School Facilities Account would result in a balance of zero (0) square feet within the Credit Account. Such retained Deposits may then be used by School District as permitted by law and this Agreement.

(c) Property Owner may obtain Certificates of Compliance for lots/parcels within the Project by requesting that School District deduct from the Credit Account the assessable space of the unit for which the Certificate of Compliance is being sought. In the event that there is an insufficient balance in the Credit Account to cover a request for a Certificate of Compliance, Property Owner may obtain the Certificate of Compliance only by paying cash to the School District equal to the shortfall

in the Mitigation Amount payable in connection with that Certificate of Compliance.

Section 2.6 Disbursements of Funds for School Facilities.

(a) From time to time following the deposit of Bond Proceeds into the Lake Elsinore School Facilities Account, the School District may notify the City in writing and request a disbursement from the Lake Elsinore School Facilities Account into the Credit Account to fund School Facilities by executing and submitting an executed Disbursement Request to the City, the CFD or to the Bonds fiscal agent, as the Bond Resolution shall provide. Upon receipt of such Disbursement Request, completed in accordance with the terms of this Agreement, the CFD or the Bonds fiscal agent shall wire transfer, or otherwise pay, to School District such requested funds to the extent that Bond Proceeds are available in the Lake Elsinore School Facilities Account for such purpose.

(b) School District agrees that prior to submitting a Disbursement Request requesting payment from the CFD, it shall review and approve all costs included in its request and will have already paid or incurred such costs of School Facilities from its own funds subsequent to the date of this Agreement, or will disburse such amounts to pay the costs of School Facilities following receipt of such funds from the CFD. In the event that School District does not disburse any Bond Proceeds received by it to third parties within five banking days of receipt, it will trace and report to the CFD all earnings, if any, earned by School District, from the date of receipt of such Bond Proceeds by School District to the date of expenditure by School District for costs of the School Facilities as defined herein.

Section 2.7 Responsibility for Mitigation Amounts.

(a) The Parties hereto acknowledge and agree that, absent Mitigation Amounts being funded using Bond Proceeds, the Property Owner shall be responsible for the payment of the Mitigation Amounts.

(b) If the amounts derived from Bond Proceeds for School Facilities deposited in the Lake Elsinore School Facilities Account, including investment earnings thereon, if any, are not sufficient to fund all Mitigation Amounts attributable to the Property, the Parties hereto agree that all responsibility and liability for the amount of such shortfall shall be and remain with the Property Owner, and shall not lie with the CFD, School District or the City.

(c) School District agrees to utilize or apply Bond Proceeds provided to it by the CFD, in accordance with the Act, the Local Agency Special Tax and Bond Accountability Act (described in Section 4.1 hereof), the requirements of federal tax law compliance with which is necessary in order for interest on the Bonds to be excluded from the gross income of the recipients for federal income tax purposes and other applicable law, and as set forth herein.

Section 2.8 Indemnification.

(a) Indemnification by the City. The City shall assume the defense of, indemnify and save harmless, the School District, and the Developer, their respective officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses, and/or expenses of any and every type and description (each a "Liability" and collectively, "Liabilities") to which they may be subjected or put, by reason of, or resulting from, any negligent act or omission or willful misconduct of the City or the CFD with respect to this Agreement; provided, however, that the City shall not be obligated in accordance with the foregoing to the extent any Liability is attributable to the

negligence or willful misconduct of any other Party or its officers, agents or employees, in which event the Parties shall be responsible and liable on a comparative basis.

(b) Indemnification by Developer. The Developer shall assume the defense of, indemnify and save harmless, the School District, the City, and the CFD, their respective officers, employees and agents, and each and every one of them, from and against all Liabilities to which they may be subjected or put, by reason of, or resulting from, any negligent act or omission or willful misconduct of the Developer with respect to this Agreement provided, however, that the Developer shall not be obligated in accordance with the foregoing to the extent any Liability is attributable to the negligence or willful misconduct of any other Party or its officers, agents or employees, in which event the Parties shall be responsible and liable on a comparative basis.

(c) Indemnification by School District. The School District shall assume the defense of, indemnify and save harmless, the City, the CFD, and the Developer, their respective officers, employees and agents, and each and every one of them, from and against all Liabilities to which they may be subjected or put, by reason of, or resulting from, any negligent act or omission or willful misconduct of the School District with respect to this Agreement; provided, however, that the School District shall not be obligated in accordance with the foregoing to the extent any Liability is attributable to the negligence or willful misconduct of any other Party or its officers, agents or employees, in which event the Parties shall be responsible and liable on a comparative basis.

(d) Comparative Liability. Notwithstanding anything to the contrary, in the event a court of competent jurisdiction, or an arbitrator if the Parties have agreed to arbitration, determines that more than one of the Parties are, to some extent, responsible for the existence of any Liability, those Parties shall request that the court or arbitrator determine their comparative liability with respect to that Liability. Thereafter, those Parties shall be responsible for any damages payable on account of such Liability consistent with such comparative liability determination, and a Party shall be entitled to reimbursement, for damages that it has paid in excess of its share of damages based on such comparative liability determination, from the other responsible Party or Parties.

(e) Statutory Liability. Notwithstanding anything to the contrary, in the event a final judgment issued by a court of competent jurisdiction, or an arbitrator if the Parties have agreed to arbitration, determines that this Agreement is an agreement within the scope of Government Code Section 895 and, in connection therewith, imposes liability on either the City or the School District solely by virtue of Government Code Section 895.2, then the City or School District, as applicable, shall be entitled to contribution as provided by Government Code Section 895.6. In the event Government Code Sections 895, 895.2 and/or 895.6 are amended or repealed, the requirements of this Subsection shall apply with respect to any similar, successor or superseding law that imposes liability on either the City or the School District consistent with provisions of Government Code Sections 895.2 and 895.6 in effect as of the Effective Date.

Section 2.9 Mitigation of School Facilities Obligations with Respect to the Project.

The Property Owner and the School District agree that, with respect to development of the Property, the payment of the Mitigation Amounts to School District, whether with Bond Proceeds, Deposits or otherwise, as set forth herein, shall constitute the full extent of the obligation of the Property Owner to mitigate the impacts on the School Facilities of the School District arising from development of the Property.

Subject to compliance with the terms hereof, the School District shall not oppose development of the Project or any request by the Property Owner for a land use or other governmental approval, whether legislative, administrative, discretionary or ministerial, sought for the development of the Project. No development, change of development, governmental approval or change in any governmental approval with respect to the Project shall constitute the basis for any amendment or termination of this Agreement.

Section 2.10 Waiver of State and Local Funding Credits and Right to Protest.

In consideration of School District's agreement with respect to the Project under this Agreement, the Developer hereby waives, on behalf of itself and all of its respective successors in interest with respect to the Property (including future property owners), any and all past, present, and future rights any of them may have to credit against, or fair share reduction in, the Deposit based upon State matching funding provided to School District or the proceeds from a School District-wide special tax or general obligation bond authorization, or School Facilities Improvement District ("SFID") bond authorization for school facilities. Nothing in the foregoing or elsewhere in this Agreement shall be deemed or construed to constitute an acknowledgement or agreement by the School District that the Developer or its successors have or would be entitled to any such credit or reduction. In addition, the Developer knowingly waives its right of protest as may be afforded by Government Code Section 66020 or any other provision of law; provided that nothing in this Agreement shall be deemed or construed to preclude the Developer from asserting that the School District has breached any obligation it may have pursuant to this Agreement.

Section 2.11 Developer Advance.

The Developer has previously deposited with School District the amount of Fifteen Thousand Dollars ($15,000) to be used to advance fund the School District's costs associated with negotiating, entering into and administering this Agreement. Such advance may be reimbursed to the Developer, subject to the approval of the City and/or the CFD, solely from Bond Proceeds, but under no circumstances shall School District be obligated to refund, reimburse, or otherwise repay the advance, or any portion thereof, to the Developer from any source of funds of the School District. Notwithstanding the foregoing, should the City, for any reason, not approve this Agreement, any then unexpended and uncommitted balance of the funds advanced pursuant to this Section shall be refunded to Developer within fourteen (14) business days after School District is notified in writing by the City that this Agreement has not been and will not be, approved by the City.

Section 2.12 Administration of the CFD.

The City shall have the power, duty and responsibility to provide for the administration of the CFD, subject to the terms hereof and the Bond Resolution, including employing and compensating all consultants and providing for the various other administration duties set forth in this Agreement. It is understood and agreed by Parties that School District was not or will not be considered a participant in the proceedings relative to formation of the CFD or the issuance of the Bonds, other than as a Party to this Agreement. For avoidance of doubt, all proceeds of the Special Taxes levied by the CFD shall, as and when collected, be allocated and distributed for use by the City and/or the CFD, not any other Party or any third party.

Section 2.13 Construction, Ownership and Maintenance of School District Facilities. The City shall have no responsibility for the acquisition, construction and installation of the School Facilities. The School Facilities shall be and remain the sole and separate property of the School District and shall be operated, maintained and utilized by the School District. The City shall not have any ownership interest in, or responsibility for the operation, maintenance or utilization of, the School Facilities.

Section 2.14 Construction, Ownership and Maintenance of City Facilities. The School District shall have no responsibility for the acquisition, construction and installation of the City Facilities. The City Facilities shall be and remain the sole and separate property of the City and shall be operated, maintained and utilized by the City. The School District shall not have any ownership interest in the City Facilities, and the School District shall have no responsibility for the operation, maintenance or utilization of the City Facilities.

ARTICLE III

TERM AND TERMINATION

Section 3.1 Effective Date.

This Agreement shall become effective and of full force and effect as of the date ("Effective Date") that this Agreement is approved and executed by the last of the School District, the Developer and the City, to be confirmed upon execution of this Agreement by the authorized representatives of the Parties.

Section 3.2 Termination.

If the CFD is terminated for any reason or is unable to complete the sale of the Bonds prior to January 1, 2040, any obligation of the Parties, if any, to finance all or any portion of the Mitigation Amounts with Bond Proceeds pursuant to this Agreement shall automatically terminate and be of no further force or effect. In such event, this Agreement shall remain in effect as between the School District and the Property Owner, the School District shall retain any and all Deposits in full satisfaction of the mitigation obligation attributable to the lots within the Project for which Certificates of Compliance were issued based upon the posting of such Deposits and, thereafter, in order to obtain an additional Certificate of Compliance for construction within the Project, Property Owner shall be required to pay to the School District the School Fees, or other amount(s) as required by state law, applicable to such construction.

ARTICLE IV

ADDITIONAL GENERAL PROVISIONS

Section 4.1 Recordkeeping; Inspection of Records.

(a) School District hereby agrees to keep and maintain full and accurate records of all Bond Proceeds, if any, paid to School District for application pursuant to terms of this Agreement and investment earnings thereon, and the City or the CFD, or the Bonds fiscal agent on their behalf, hereby agrees to keep and maintain full and accurate records of all Bond Proceeds and investment earnings, if any, disbursed to School District from the Lake Elsinore School Facilities Account. Each Party further agrees to make such records available to any other Party hereto, including the Developer, during normal

business hours upon reasonable prior notice. All such records shall be kept and maintained by the appropriate Party as provided by applicable law and their respective policies. The School District and the Developer agree that they will cooperate with the CFD and the City in providing documentation, reports or other data reasonably required and requested by the City or the CFD in meeting the reporting requirements of the CFD under Sections 50075.1, 50075.3, and 50075.5 and Article 1.5 (commencing with Section 53410) of Chapter 3 of Part 1 of Division 2 of Title 5 of, the Government Code (collectively, the "Local Agency Special Tax and Bond Accountability Act").

(b) School District's reporting obligations pursuant to this Section shall be limited to providing reports or other data detailing the following: (A) the amount of Bond Proceeds received by School District to fund School Facilities, (B) the amount of such Bond Proceeds repaid to the Developer pursuant to this Agreement, and (C) School Facilities that have been acquired, installed and/or constructed, in whole or in part, using Bond Proceeds. If no Bond Proceeds have been received by School District or used to finance School Facilities since the previous report, no report shall be required and the City may rely upon the previous reports.

Section 4.2 Partial Invalidity.

If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 4.3 Successors and Assigns.

Developer may assign their respective rights pursuant to this Agreement to a purchaser/developer of the Property, or any portion thereof, and such purchaser and assignee shall expressly assume the obligations of Developer pursuant to this Agreement and to be bound thereby. No such assignment by the Developer shall be valid or binding on any other Party unless and until written notice of the assignment and assumption has been provided to all Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

Section 4.4 Notice.

Any notice, payment, or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received only upon actual receipt by that Party. Such notices, payments, or instruments may be delivered by: (i) personal delivery, delivery charges prepaid and signature on delivery receipt requested; (ii) registered or certified U.S. Mail, postage prepaid and return receipt requested; or (iii) FedEx, UPS, or other reliable private delivery service, delivery charges prepaid and signature on electronic or other delivery receipt requested. A copy of each notice and other instrument sent to the City shall be sent to the City's legal counsel, and a copy of each notice and other instrument sent to the School District shall be sent to the School District's legal counsel. No Party may unreasonably refuse to accept delivery of any communications sent in accordance with this Section in an attempt to avoid the giving or service of the communication, and any such refusal by a Party shall be deemed and construed as a material breach of such Party's obligations pursuant to this Agreement. For avoidance of doubt, this Section shall not be deemed or construed to apply to service of process in accordance with any applicable law or rule of court. Subject to the foregoing, written communications shall, as applicable, be addressed as follows:

City:	_____ City Manager 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595
City Legal Counsel:	Thomas D. Jex Burke, Williams and Sorensen LLP 1770 Iowa Avenue, Suite 240 Riverside, CA 925007 Lawrence Chan Stradling Yocca Carlson & Rauth 660 Newport Center Drive, Suite 1600 Newport Beach, CA 92660
School District:	Lake Elsinore Unified School District Attention: Assistant Superintendent, Facilities and Operations 545 Chaney Street Lake Elsinore, CA 92530
School District Legal Counsel:	Atkinson, Andelson, Loya, Ruud & Romo Attention: Robert E. Anslow 20 Pacifica, Suite 1100 Irvine, CA 92618
Developer:	Cal West Living Attention: Carlos Bonilla 5927 Priestly Drive, Suite 110 Carlsbad, CA 92008
Developer Legal Counsel:	O'Neil LLP Attention: John P. Yeager, Esq. 19800 MacArthur Boulevard, Suite 650 Irvine, CA 92612

Each Party may change its address for delivery of notice by delivering written notice of such change of address to the other Parties. A Party that incurs a change of address shall endeavor to provide such notice within ten (10) calendar days prior to the change taking effect.

Section 4.5 Captions.

The captions to Sections used herein are for convenience purposes only and, therefore, shall not be deemed or construed to qualify, circumscribe, or otherwise limit the respective meanings of the provisions set forth in this Agreement.

Section 4.6 Governing Law.

Notwithstanding any conflict-of-law, choice-of-law, or other provision of any federal or state law, this Agreement shall be governed by, and construed in accordance with, the laws of the State

applicable to contracts made and performed in said State. Each and every claim, demand, action, arbitration (if the affected Parties agree to arbitrate), and other proceeding arising from this Agreement shall be initiated and conducted solely in the County of Riverside, California; provided that a court of competent jurisdiction in its discretion may determine that it is necessary, in order to ensure fundamental fairness, that venue be located outside the boundaries of the City.

Section 4.7 Entire Agreement.

This Agreement contains the entire agreement of the Parties with respect to the matters provided for herein and supersedes all prior and contemporaneous agreements, negotiations, and discussions (whether written or oral) among any of the Parties relating to the subject matter of this Agreement.

Section 4.8 Amendments.

This Agreement may be amended or modified only in writing duly approved by each of the Parties and executed by the authorized representative(s) of each of the Parties hereto.

Section 4.9 Waiver.

The failure of any Party hereto to insist on compliance within any of the terms, covenants or conditions of this Agreement by any other Party hereto shall not be deemed to constitute a waiver of such terms, covenants or conditions of this Agreement by the failing Party. In order to be valid and binding, a waiver must be set forth in writing and must be signed by the authorized representative of the waiving Party. Except as expressly set forth in a written waiver, no waiver shall constitute a relinquishment of any other right or power for all or any other times.

Section 4.10 Cooperation and Execution of Documents.

Each Party agrees to complete and execute any further or additional documents that reasonably are necessary to complete the terms of, or secure the express benefits to another Party of, this Agreement.

Section 4.11 Exhibits.

The following exhibits attached hereto are incorporated into this Agreement by reference.

Exhibit	Description
"A"	Description of Property
"B"	Disbursement Request Form

Section 4.12 Interpretation.

This Agreement shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against a Party solely because it or its attorney(s) were primarily responsible for drafting this Agreement or any particular provision herein.

Section 4.13 No Termination Due to Changes in Law.

The provisions of this Agreement shall not be affected by: (i) any change to applicable law that occurs on or after the Effective Date; (ii) any legislation enacted, whether through the legislative or initiative process, on or after the Effective Date; or (iii) any judicial decisions issued on or after the Effective Date that otherwise would affect the matters addressed in this Agreement, except for decisions specifically pertaining to this Agreement.

Section 4.14 Signatories.

Each person who has signed this Agreement on behalf of a Party thereby represents and warrants that he, she, or they has been appropriately authorized that Party to sign, and thereby bind such Party to, this Agreement.

Section 4.15 Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original and the same instrument. Signature pages may be detached from counterpart originals and combined to form one or more copies of this Agreement having original signatures of all Parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Community Facilities and School Facilities Funding Agreement as of the day and year written above.

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

By:_____

Title:_____

Date Signed:_____

Approved by Governing Board: _____, 2025

Developer: CRP/CWR WESTPARK PROJECT, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date Signed: _____

City: CITY OF WILDOMAR

By: _____

Name: _____

Date Signed: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"

DESCRIPTION OF PROPERTY

That certain real property located within the City of Wildomar, County of Riverside, State of California, described as follows:

County of Riverside Assessor Parcel Nos. 376-510-002, 376-510-003 & 376-510-004

EXHIBIT "B"

DISBURSEMENT REQUEST FORM

1. Community Facilities District No. 2025-1 of the City of Wildomar ("CFD No. 2025-1") is hereby requested to pay from the Lake Elsinore School Facilities Account, or any applicable account or subaccount thereof, established by or on behalf of the City of Wildomar or CFD No. 2025-1 in connection with its Special Tax Bonds (the "Bonds") or pursuant to the terms of the JCFA (defined below) to Lake Elsinore Unified School District ("School District") or other payee, as designated below, the sum set forth below:

$_____ (the "Requested Amount")

2. The Requested Amount is due and payable, no portion of the Requested Amount has been included in any prior disbursement to the School District from the Lake Elsinore School Facilities Account, and the Requested Amount is payable in satisfaction of the Property Owner's obligation pursuant to the JCFA to pay Mitigation Amounts to _____ ("Payee") as detailed below.

Payment Instructions:_____

3. The Requested Amount is authorized and payable pursuant to the terms of that certain Joint Community Facilities and School Facilities Funding Agreement, dated as of _____, 2025, by and among the School District, CRP/CWR Westpark Project, LLC, a California limited liability company, and the City (the "JCFA"). By requisitioning and/or receiving Bond Proceeds pursuant to this request, the School District is not passing upon, determining, or assuming the tax-exempt status of the Bonds for federal or California income tax purposes.

4. Capitalized undefined terms used herein, and not otherwise defined, shall have the meaning(s) ascribed to them in the JCFA.

Date: _____ LAKE ELSINORE UNIFIED SCHOOL DISTRICT

By: _____

_____

Registrar of Voters

RivCo VOTE

Your Voice. Every Vote. Our Future.

ART TINOCO
REGISTRAR OF VOTERS

MATTHEW CEBALLOS
ASSISTANT REGISTRAR OF VOTERS

State of California)
) ss
County of Riverside)

I, **Art Tinoco**, Registrar of Voters of said County, hereby certify that:

(A) I have been furnished a map describing the proposed boundary of Community Facilities District No. 2025-2 (Westpark Promenade), of the City of Wildomar, of the County of Riverside, State of California.

(B) On September 24, 2025, I conducted, or caused to be conducted, a review of the voter registration records of the County of Riverside for the purpose of determining the number of voters registered to vote within the proposed boundary of Community Facilities District No. 2025-2 (Westpark Promenade), of the City of Wildomar, of the County of Riverside.

(C) There are 0 registered voters residing within the proposed boundary of Community Facilities District No. 2025-2 (Westpark Promenade), of the City of Wildomar, of the County of Riverside.

IN WITNESS WHEREOF, I have executed this Certificate on this 24th day of September 2025.

Art Tinoco
Registrar of Voters

By: _____
Alice Kim
Chief Deputy Registrar of Voters

2724 GATEWAY DRIVE
RIVERSIDE, CA 92507-0918
MAIN (951) 486-7200
FAX (951) 486-7335
CA RELAY SERVICE (DIAL 711)
VOTEINFO.NET

CITY OF WILDOMAR
REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.2
Meeting Date: October 13, 2025

SUBJECT: Development Code Amendment No. 2025-05A (Sheds & Accessory Dwelling Units) - Introduce Ordinance revising Title 17 (Development Code) of the Wildomar Municipal Code

SUBMITTED BY: Abdu Lachgar, Senior Planner

PREPARED BY: Abdu Lachgar, Senior Planner

ACTION:
1. Determine that Development Code Amendment (DCA) No. 2025-05A, and associated Ordinance No. [next in order], is exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the common sense exemption, Section 15061(b)(3) of the CEQA Guidelines.

2. Introduce Ordinance No. ___ and conduct the first reading by title only for ordinance, based on the necessary finding within, entitled:

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING DEVELOPMENT CODE AMENDMENT NO. 2025-05A TO REVISE VARIOUS CHAPTERS WITHIN TITLE 17 (DEVELOPMENT CODE) OF THE WILDOMAR MUNICIPAL CODE, INCLUDING CHAPTER 17.185 (ACCESSORY STRUCTURES) AND CHAPTER 17.195 (ACCESSORY DWELLING UNITS)

3. Direct the City Clerk to schedule the second reading of Ordinance No. ____ at the next regular City Council meeting or as soon thereafter as feasible.

SUMMARY:
Consideration of amendments to the Development Code by revising various parts of Title 17 (Development Code) of Wildomar Municipal Code, relating to shed setbacks and accessory dwelling unit (ADU) regulations, as summarized below:

1. Reduce setbacks for residential sheds under 120 square feet.

2. Modify design standards for ADUs to align with state objective standard requirements.

BACKGROUND:
The Council previously requested staff modify the setbacks for sheds under 120 square feet that don't require permits, and staff is also proposing a minor change to ADU regulations to comply with state standards. Altogether, this subject ordinance was initiated pursuant to Section 17.145.030 of the Wildomar Development Code.

On September 3, 2025, the Planning Commission conducted a duly noticed public hearing, considered all oral and written evidence in the administrative record, and voted 5-0 to adopt Planning Commission Resolution No. 2025-14, recommending that the City Council find the proposed amendment exempt from further environmental review, approve Development Code Amendment No. 2025-05, and adopt the associated Ordinance No. [next in order] attached hereto and incorporated herein by reference. This ordinance (DCA 2025-05A) involves a portion of DCA 2025-05. Another portion of DCA No. 2025-05 may be heard separately at a future Public Hearing.

DISCUSSION:
The discussion of the revisions below corresponds to the text amendments set forth in the attached Draft City Council Ordinance.

1. Chapter 17.185 (Accessory Structures) - The proposed amendment will revise an existing subsection for accessory structures to reduce minimum setbacks to 2 feet for interior side and rear property lines that will apply to sheds under 120 square feet.

2. Chapter 17.195 (Accessory Dwelling Units) - The proposed amendment will revise an existing subsection to ensure that objective standards are applied to the design of ADUs in order to comply with State law.

ENVIRONMENTAL ANALYSIS:
In accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code § 21000, et seq., and the CEQA Guidelines, Section § 15000, et seq., Development Code Amendment No. 2025-05A, and its supporting adopting ordinance, is exempt from further environmental review, based on the common sense exemption, CEQA Guideline Section 15061(b)(3), in that the amendments involve general policy and procedure making and it can be seen with certainty that there is no possibility that this code amendment and ordinance adoption may have a significant effect on the environment. In any case, these amendments involve regulations related to ADUs and residential accessory structures, which are already exempt from CEQA review. Therefore, the additions and revisions proposed can be seen with certainty that they will not cause any significant impact on the environment. Given these factors, Development Code Amendment No. 2025-05A meets the criteria for a General Rule Exemption pursuant to Section 15061(b)(3) of CEQA. In addition, the implementation of state ADU law is exempt from further CEQA review pursuant to Public Resources Code § 21080.17, and the proposed Development Code Amendment and supporting ordinance implement state ADU law concerning objective standards.

FISCAL IMPACT:
The fiscal impacts associated with the drafting, legal review, and implementation of this ordinance are covered by the Department's Operating Budget of General Fund.

ATTACHMENTS:
Attach A - Draft DCA 2025-05A Ordinance.docx
Attach B - Draft DCA 2025-05 Ord Redline Version.pdf
Attach C - DCA 2025-05A PPT [10-13-25].pdf

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING DEVELOPMENT CODE AMENDMENT NO. 2025-05A TO REVISE VARIOUS CHAPTERS WITHIN TITLE 17 (DEVELOPMENT CODE) OF THE WILDOMAR MUNICIPAL CODE, INCLUDING CHAPTER 17.185 (ACCESSORY STRUCTURES) AND CHAPTER 17.195 (ACCESSORY DWELLING UNITS)

WHEREAS, in accordance with Chapter 17.145 of the Wildomar Municipal Code and California Government Code, the City Council, upon recommendation from the Planning Commission, has the authority to take action on the proposed Development Code Amendment No. 2025-05A; and

WHEREAS, the Planning Commission held a duly noticed public hearing on September 3, 2025 for Development Code Amendment No. 2025-05, and adopted PC Resolution No. 2025-14 recommending City Council approval of Development Code Amendment No. 2025-05; and

WHEREAS, in accordance with Chapter 17.125 of the Wildomar Municipal Code, the Planning Department, on October 3, 2025, 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 October 13, 2025, regarding Development Code Amendment No. 2025-05A; and

WHEREAS, in accordance with Section 17.125 of the Wildomar Municipal Code, the City Council conducted a duly noticed public hearing on October 13, 2025, at which time interested persons had an opportunity to testify in support of, or opposition to Development Code Amendment No. 2025-05A, and at which time the City Council received public testimony concerning Development Code Amendment No. 2025-05A.

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 ("CEQA"), Public Resources Code § 21000, et seq., and the CEQA Guidelines, Section § 15000, et seq., Development Code Amendment No. 2025-05A, and its supporting adopting ordinance, is exempt from further environmental review, based on the common sense exemption, CEQA Guideline Section 15061(b)(3), in that the amendments involve general policy and procedure making and it can be seen with certainty that there is no possibility that this code amendment and ordinance adoption may have a significant effect on the environment. In any case, these amendments involve regulations related to ADUs

DRAFT

and residential accessory structures, which are already exempt from CEQA review. Therefore, the additions and revisions proposed can be seen with certainty that they will not cause any significant impact on the environment. Given these factors, Development Code Amendment No. 2025-05A meets the criteria for a General Rule Exemption pursuant to Section 15061(b)(3) of CEQA. As a result, the City Council hereby adopts a general rule exemption in accordance with the CEQA Guidelines as stated above. In addition, the implementation of state ADU law is exempt from further CEQA review pursuant to Public Resources Code § 21080.17, and the proposed Development Code Amendment and supporting ordinance implement state ADU law concerning objective standards.

SECTION 2. REQUIRED ZONING ORDINANCE AMENDMENT FINDING.

In accordance with Chapter 17.125 Wildomar Zoning Ordinance, the City Council makes the following finding approving Development Code Amendment No. 2025-05A.

A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

The proposed amendment is consistent with the City of Wildomar General Plan in that the proposed amendment will maintain design standards and enhance the character of surrounding areas within the City by allowing additional accessory structure regulations (Goal LU 5). Further, the provisions outlined in the amendment will not impact the visual character of residential development in that the strict regulations will maintain order and consistency related to these uses.

SECTION 3. AMENDMENT OF SECTION 17.185.040 OF THE WILDOMAR MUNICIPAL CODE

Section 17.185.040 (Development Standards) of Chapter 17.185 of the Wildomar Municipal Code is hereby amended to add a new subsection H, which will read as follows:

H. Notwithstanding the regulations in this chapter, detached single-story accessory structures, not more than 120 square feet in size and, therefore, not requiring a building permit, may be permitted with a minimum setback of 2 feet to interior side and rear property lines.

SECTION 4. AMENDMENT OF SECTION 17.185.040 OF THE WILDOMAR MUNICIPAL CODE

Subsection H of Section 17.195.050 (Development Standards) of Chapter 17.185 of the Wildomar Municipal Code is amended in its entirety to read as follows:

H. The architectural design of the ADU shall meet adopted objective design standards or guidelines, if any, and shall match the design of the primary dwelling, as determined

DRAFT

by the Community Development Director or designee, using objective design standards or guidelines, if any.

SECTION 5. 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 6. EFFECTIVE DATE.

This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 7. 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 October 2025.

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

DRAFT

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING DEVELOPMENT CODE AMENDMENT NO. 2025-05A TO REVISE VARIOUS CHAPTERS WITHIN TITLE 17 (DEVELOPMENT CODE) OF THE WILDOMAR MUNICIPAL CODE, INCLUDING CHAPTER 17.185 (ACCESSORY STRUCTURES) AND CHAPTER 17.195 (ACCESSORY DWELLING UNITS)

WHEREAS, in accordance with Chapter 17.145 of the Wildomar Municipal Code and California Government Code, the City Council, upon recommendation from the Planning Commission, has the authority to take action on the proposed Development Code Amendment No. 2025-05A; and

WHEREAS, the Planning Commission held a duly noticed public hearing on September 3, 2025 for Development Code Amendment No. 2025-05, and adopted PC Resolution No. 2025-14 recommending City Council approval of Development Code Amendment No. 2025-05; and

WHEREAS, in accordance with Chapter 17.125 of the Wildomar Municipal Code, the Planning Department, on October 3, 2025, 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 October 13, 2025, regarding Development Code Amendment No. 2025-05A; and

WHEREAS, in accordance with Section 17.125 of the Wildomar Municipal Code, the City Council conducted a duly noticed public hearing on October 13, 2025, at which time interested persons had an opportunity to testify in support of, or opposition to Development Code Amendment No. 2025-05A, and at which time the City Council received public testimony concerning Development Code Amendment No. 2025-05A.

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 ("CEQA"), Public Resources Code § 21000, et seq., and the CEQA Guidelines, Section § 15000, et seq., Development Code Amendment No. 2025-05A, and its supporting adopting ordinance, is exempt from further environmental review, based on the common sense exemption, CEQA Guideline Section 15061(b)(3), in that the amendments involve general policy and procedure making and it can be seen with certainty that there is no possibility that this code amendment and ordinance adoption may have a significant effect on the environment. In any case, these amendments involve regulations related to ADUs

DRAFT

and residential accessory structures, which are already exempt from CEQA review. Therefore, the additions and revisions proposed can be seen with certainty that they will not cause any significant impact on the environment. Given these factors, Development Code Amendment No. 2025-05A meets the criteria for a General Rule Exemption pursuant to Section 15061(b)(3) of CEQA. As a result, the City Council hereby adopts a general rule exemption in accordance with the CEQA Guidelines as stated above. In addition, the implementation of state ADU law is exempt from further CEQA review pursuant to Public Resources Code § 21080.17, and the proposed Development Code Amendment and supporting ordinance implement state ADU law concerning objective standards.

SECTION 2. REQUIRED ZONING ORDINANCE AMENDMENT FINDING.

In accordance with Chapter 17.125 Wildomar Zoning Ordinance, the City Council makes the following finding approving Development Code Amendment No. 2025-05A.

A. The proposed amendment is consistent with the City of Wildomar General Plan and Zoning Ordinance.

The proposed amendment is consistent with the City of Wildomar General Plan in that the proposed amendment will maintain design standards and enhance the character of surrounding areas within the City by allowing additional accessory structure regulations (Goal LU 5). Further, the provisions outlined in the amendment will not impact the visual character of residential development in that the strict regulations will maintain order and consistency related to these uses.

SECTION 3. AMENDMENT OF SECTION 17.185.040 OF THE WILDOMAR MUNICIPAL CODE

Section 17.185.040 (Development Standards) of Chapter 17.185 of the Wildomar Municipal Code is hereby amended to add a new subsection H, which will read as follows:

H. Notwithstanding the regulations in this chapter, detached single-story accessory structures, not more than 120 square feet in size and, therefore, not requiring a building permit, may be permitted with a minimum setback of 2 feet to interior side and rear property lines.

SECTION 4. AMENDMENT OF SECTION 17.185.040 OF THE WILDOMAR MUNICIPAL CODE

Subsection H of Section 17.195.050 (Development Standards) of Chapter 17.185 of the Wildomar Municipal Code is amended in its entirety to read as follows:

H. The architectural design of the ADU shall meet adopted objective design standards or guidelines, if any, and shall match the design of the primary dwelling, as determined

DRAFT

by the Community Development Director or designee, using objective design standards or guidelines, if any.

SECTION 5. 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 6. EFFECTIVE DATE.

This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 7. 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 October 2025.

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk

DRAFT

DEVELOPMENT CODE AMENDMENT 2025-05A
Shed Setbacks, and ADU Standards

City Council Meeting

October 13, 2025

Background Information

- The Council has requested staff to modify the setbacks for sheds under 120 sq ft.
- Staff is also proposing a minor change to ADU regulations to comply with state objective standard requirements.
- The PC reviewed the proposed code amendment at its September 3, 2025 meeting and recommended City Council approval.
- The following slide will summarize the proposed changes.

Summary of Revised Changes

- The following is a summary of the notable changes to the code:
  - Chapter 17.185 (Accessory Structures) is being amended to revise an existing subsection to add setbacks specific to sheds under 120 square feet.
  - Chapter 17.195 (Accessory Dwelling Units) is being amended to revise an existing subsection to modify the requirement that the architectural design of new ADUs shall match the design of the primary dwelling unit.

Recommendation:

- **The Planning Commission recommends the City Council take the following actions:**
- **1. Determine that Development Code Amendment (DCA) No. 2025-05A, and associated Ordinance No. [next in order], is exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the common sense exemption, Section 15061(b)(3) of the CEQA Guidelines.**
- **2. Introduce Ordinance No. ____ and conduct the first reading by title only for ordinance, based on the necessary finding within, entitled:**
- **ORDINANCE NO. _____ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING DEVELOPMENT CODE AMENDMENT NO. 2025-05A TO REVISE VARIOUS CHAPTERS WITHIN TITLE 17 (DEVELOPMENT CODE) OF THE WILDOMAR MUNICIPAL CODE, INCLUDING CHAPTER 17.185 (ACCESSORY STRUCTURES) AND CHAPTER 17.195 (ACCESSORY DWELLING UNITS)**
- **3. Direct the City Clerk to schedule the second reading of Ordinance No. _____ at the next regular City Council meeting or as soon thereafter as feasible.**

SUBJECT: Introduction, First Reading, and setting of the Public Hearing for the 2025 California Building Standards Code Update

SUBMITTED BY: Scott Burns, Chief Building Official

PREPARED BY: Scott Burns, Chief Building Official

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

ORDINANCE NO._____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 15.08, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38 AND 15.52 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2025 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE), WITH SPECIFIED APPENDICES, AND INCLUDING ALL AMENDMENTS THERETO.

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

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 8.28 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2025 CALIFORNIA FIRE CODE AND CREATION OF CHAPTER 8.30 TO ADOPT THE 2025 WILDLAND-URBAN INTERFACE CODE EDITIONS OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE)

3. Set the public hearing for November 12, 2025, to hear testimony in these matters.

SUMMARY:
The California Building Standards Commission adopts updated editions of the California Building Standards Code (Title 24) every three years. These regulations are based on national model codes, including the International Building Code, International Residential Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, and the Green Building Code.

The 2025 California Codes become effective statewide on January 1, 2026. All cities and counties are required to enforce these standards, with the ability to adopt reasonable local amendments based on unique climatic, geological, or topographical conditions.
The proposed ordinance adopts the 2025 Codes with minor local amendments, ensuring the City of Wildomar remains in compliance with state law and continues to provide standards that

protect public health, safety, and welfare.

BACKGROUND:
The California Building Standards Commission (CBSC) is the regulatory body responsible for reviewing and adopting building standards to be used throughout the state of California. These regulations establish the minimum standards for preserving life, safety, health, and welfare during the construction, alteration, and repair of the built environment. The CBSC updates these codes every three (3) years.

DISCUSSION:
In July of 2025, the California Building Standards Commission (CBSC) adopted the 2025 edition of the California Building Standards Code, which is based upon a group of codes promulgated by the International Code Council (ICC) family of codes, the International Association of Plumbing and Mechanical Officials (IAPMO), and the National Fire Protection Association (NFPA). It is this collaboration of codes that make up the California Code of Regulations, Title 24, also known as the California Building Standards Code. The 2025 California Building Standards Code goes into effect on January 1, 2026.

Health & Safety Code Sections 17922 and 17958 mandate that counties and cities adopt an ordinance adopting by reference the California Building Standards Code. However, cities are allowed to make amendments to the Code due to the existence of unique regional and/or local climatic, topographical, or geographical conditions. Findings must be made supporting the amendments and submitted to the State Department of Housing and Community Development (HCD) for confirmation. The attached Ordinance includes such local amendments to the Code and goes into effect 30 days after Ordinance adoption.

The proposed ordinance adopts the 2025 California Building Standards Code by reference and makes certain amendments to the Code. Staff recommends only very minimal amendments to these Codes. The amendments proposed are primarily administrative in nature. Administrative amendments do not require findings supporting their adoption. The substantive amendments that are made are to the Fire Code, the Residential Code (Table R301.2), and the Wildland–Urban Interface (WUI) Code. The amendments to the Residential Code are required by that Code (there is a blank table that each jurisdiction is required to fill in with local climatic, seismic, and design criteria). The amendments to the Fire Code were prepared by the Riverside County Fire Department and submitted to the City to include in the draft Ordinance (refer to Attachment B). The adoption of the WUI Code reflects the State's heightened emphasis on wildfire resiliency in high fire hazard severity zones.

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. In addition, Government Code Section 36934 provides that an ordinance can only be adopted at a regular or adjourned regular meeting of the City Council.

FISCAL IMPACT:
There is no fiscal impact to the adoption of these codes.

ATTACHMENTS:
2025_Draft__CBC__Ordinance.docx
2025_Draft_CFC_ Ordinance.docx
2025_ Code _Update_Powerpoint.pptx

ATTACHMENT A

Draft CBC Ordinance

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 15.08, 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, AND 15.52 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2025 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE), WITH SPECIFIED APPENDICES, AND INCLUDING ALL AMENDMENTS THERETO.

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

SECTION 1. Recitals.

1. The California Building Standards Commission adopts a comprehensive update to the California Building Standards Code, codified as Title 24 of the California Code of Regulations, every three years.

2. Under California Health and Safety Code section 17922(a), such building standards and regulations are substantially the same as those contained in the most recent editions of the International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, and National Electrical Code, and are distinguished by being referenced by the California version of the respective code.

3. The Commission has completed the 2025 update to the California Building Standards Code ("2025 Code") and made those updates available to the public by July 1, 2025.

4. The 2025 Code takes effect in all jurisdictions on January 1, 2026, under California Health and Safety Code section 17958 and 2025 California Building Code, Appendix Chapter 1, Section 1.8.6.

5. California Health and Safety Code sections 17922 and 17958 mandate that counties and cities adopt ordinances and regulations imposing the same requirements as are contained in the 2025 Code.

6. The City is authorized by Health and Safety Code Sections 17958.7 and 18941.5 and California Government Code Section 50022.2 to adopt amendments to the 2025 Code in order to incorporate appendices, address unique administrative requirements of the City, and in order to modify building standards to the extent that the modifications are reasonably necessary because of local climatic, geological, or topographical conditions.

7. The City has previously adopted local amendments to previous versions of the California Building Standards Code, and codified those local amendments in Chapters 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32,

15.38, and 15.52 of the Wildomar Municipal Code.

8. On October 13, 2025, the City Council held first reading of an ordinance to amend Chapters 15.12, 15.16, 15.18, 15.20, 15.22, 15.24, 15.28, 15.32, 15.38, 15.38 and 15.52 of the Wildomar Municipal Code, to adopt and amend the 2025 Code, including the local amendments specific to the City of Wildomar (the "Ordinance").

9. The City Council finds that it is to the benefit of the City of Wildomar to adopt the 2025 Code, as amended by this Ordinance, because it provides minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures within the City.

SECTION 2: Compliance with CEQA.

The City Council hereby finds that the action to adopt this Ordinance to amend Chapters 15.08, 15.12, 15.16, 15.18, 15.20,15.22, 15.24, 15.28, 15.32, 15.38, 15.38 and 15.52 of the Wildomar Municipal Code is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) because the action is exempt from environmental review under CEQA Guidelines Section 15061(b)(3). The activity is covered by the general rule, which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. The Ordinance introduces standards to regulate certain behavior in order to protect health, safety, and public welfare, and does not authorize activities or development that could potentially have a physical impact on the environment. Buildings and development projects that are subject to CEQA are reviewed individually prior to the issuance of a building permit. Moreover, State law provides that the 2025 Building Codes will take effect in the City even if the City does not adopt this ordinance, as is required by law. Accordingly, the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment.

SECTION 3: Findings.

Based on the whole record before it, the City Council finds that the local amendments to the California Building Standards Code set forth in this Ordinance are reasonably necessary because of the following determinations due to local climatic, geological, and/or topographical conditions:

1. The amendments to the 2025 California Fire Code are justified by the local geological, topographical, and climatic conditions identified and set forth in Exhibit A, attached hereto and incorporated herein by reference.

2. The amendments to the 2025 California Residential Building Code are justified by local climatic and geographic conditions specific to the City of Wildomar and are required to be noted in Table 301.2 as specified in Section R301.2.

3. The remaining amendments made by this Ordinance are administrative in

nature and findings are not required to make these amendments.

SECTION 4: Amendment of Chapter 15.08

Chapter 15.08 of the Wildomar Municipal Code is amended to read in its entirety as follows:

15.08.010 Adopted by Reference. The 2025 California Administrative Code, (California Code of Regulations, Title 24, Part 1) as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of the 2025 California Administrative Code shall be on file in the office of the City Clerk.

SECTION 5 Amendment of Chapter 15.12.

Chapter 15.12 of the Wildomar Municipal Code is amended to read in its entirety as follows:

"Chapter 15.12
Building Code

Sections:

15.12.010 Building Code Adopted
15.12.020 Fees
15.12.030 Board of Appeals
15.12.040 Fences

15.12.010 Adoption by Reference-Building Code. Except as hereinafter changed or modified, the 2025 California Building Code (California Code of Regulations, Title 24, Part 2), along with Appendices C, H, I, and J, of that certain building code, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of the 2025 California Building Code, including the above-designated appendices, shall be on file in the office of the City Clerk.

15.12.020 Fees. Chapter 1, Section 1.8.4. Permit Fees, Applications and Inspections is amended by adding the following:

On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid in accordance with the schedule as established by resolution of the City Council of the City of Wildomar.

15.12.030 Board of Appeals.

A. Section 1.8.8.1 of Chapter 1 is amended to read in its entirety as follows:

1.8.8.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Building Board of Appeals. The

Building Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure. The Board shall adopt rules of procedure for conducting its business. In the event the City Council fails to appoint such a Board, the Planning Commission shall function as such.

B. Section 1.8.8.2 of Chapter 1 is repealed in its entirety.

C. Section 1.8.8.3 of Chapter 1 is amended to read in its entirety as follows:

1.8.8.3 Appeals. Except as otherwise provided in law, any person, firm or corporation adversely affected by a decision, order or determination by a city, county, or city and county relating to the application of building standards published in the California Building Standards Code, or any other applicable rule or regulation adopted by the Department of Housing and Community Development, or any lawfully enacted ordinance the City, may appeal the issue for resolution to the Building Board of Appeals.

D. Section 1.8.8 of Chapter 1 is further amended by adding the following sections:

1.8.8.4 Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The Board shall have no authority to waive requirements of this code.

1.8.8.5 Qualifications. The Building Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the City. The Building Official shall act as secretary to the Board.

1.8.8.6 Accessibility Appeals Board. In order to conduct the hearings on written appeals regarding action taken by the Building Official and to ratify certain exempting actions of the Building Official in enforcing the accessibility requirements of Title 24 of the California Code of Regulations for privately-funded construction, to serve as an advisor to the Building Official on disabled access matters, and to make recommendations to the City Council on appeals of decisions made by the Building Official on City-funded buildings, there shall be an Accessibility Appeals Board. The Accessibility Appeals Board shall consist of five members. Two members of the Appeals Board shall be physically disabled persons, two members shall be persons experienced in construction, and one member shall be a public member. The Building Official shall act as Secretary to the Board. The members of the Accessibility Appeals Board shall be appointed by the City Council and shall hold office at its pleasure.

The Accessibility Appeals Board may approve or disapprove interpretations and enforcement actions taken by the Building Official. All such approvals or disapprovals for privately funded construction shall be final and conclusive as to the Building Official in the absence of fraud or prejudicial abuse of discretion. The Board shall adopt regulations establishing procedural rules and criteria for the carrying out of its duties.

SECTION 6: Amendment of Chapter 15.16.

Chapter 15.16 of the Wildomar Municipal Code is amended to read in its entirety as follows:

"Chapter 15.16
Residential Code

Sections:

15.16.010 Adoption of the California Residential Code
15.16.020 Modification of the California Residential Code

15.16.010 Adoption of the California Residential Code. Except as hereinafter modified or changed, the 2025 California Residential Code (California Code of Regulations, Title 24, Part 2.5), along with appendix CI of that certain residential code, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Residential Building Code shall be on file in the office of the City Clerk.

15.16.020 Modification of the California Residential Code. The 2025 California Residential Code is hereby modified as follows:

R301.2 Climatic and geographic design criteria. Buildings shall be constructed in accordance with the provisions of this code as limited by the provisions in this section. Additional criteria shall be established by the local jurisdiction and set forth in Table R301.2

(a) TABLE R301.2 is completed, and footnote (g) is revised, as required by the Residential Building Code, for use in the City of Wildomar.

TABLE R301.2
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA
CITY OF WILDOMAR

Ground Snow Load [o]	WIND DESIGN				Seismic Design Category [f]	SUBJECT TO DAMAGE FROM			Ice Barrier Underlayment Required [h]	Flood Hazards [g]	Air Freezing Index [i]	Mean Annual Temp [j]
	Speed [d] (mph)	Topographic Effects [k]	Special Wind Region [l]	Windborne Debris Zone [m]		Weathering [a]	Frost Line Depth [b]	Termite [c]				
ZERO	110	NO	NO	NO	D2 or E	Negligible	12″–24″	Very Heavy	NO	See revised footnote (g)	10	63.6 °F

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. **Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from Figure R301.2(1). The grade of masonry units shall be determined from ASTM C34, ASTM C55, ASTM C62, ASTM C73, ASTM C90, ASTM C129, ASTM C145, ASTM C216 or ASTM C652.**

b. **Where the frost line depth requires deeper footings than indicated in Figure R403.1(1), the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.**

c. **The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.**

d. **The jurisdiction shall fill in this part of the table with the wind speed from the ultimate design wind speeds map [Figure R301.2(2)]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.**

e. **The jurisdiction shall fill in this section of the table to establish the design criteria using Table 10A from ACCA Manual J or established criteria determined by the jurisdiction.**

f. **The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.**

g. **See City of Wildomar FIRM maps for Flood Hazard locations**

h. **In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."**

i. **The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99 percent) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."**

j. **The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."**

k. **In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.**

l. In accordance with Figure R301.2(2), where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

m. In accordance with Section R301.2.1.2 the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.

o. The jurisdiction shall fill in this section of the allowable stress design table using the Ground Snow Loads in Figure R301.2(3).

SECTION 7: Amendment of Chapter 15.18.

Chapter 15.18 of the Wildomar Municipal Code is amended to read in its entirety as follows:

"**Chapter 15.18**
Historical Building Code

15.18.010 Adoption of the Historical Building Code. Except as hereinafter modified or changed, the 2025 California Historical Building Code (California Code of Regulations, Title 24, Part 8) published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Historical Building Code shall be on file in the office of the City Clerk."

SECTION 8: Amendment of Chapter 15.20.

Chapter 15.20 of the Wildomar Municipal Code is amended to read in its entirety as follows:

"Chapter 15.20
Green Building Code

15.20.010 Adoption of the Green Building Standards Code. Except as hereinafter modified or changed, the 2025 California Green Building Standards Code (California Code of Regulations, Title 24, Part 11) published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Green Building Standards shall be on file in the office of the City Clerk."

SECTION 9: Amendment of Chapter 15.22

Chapter 15.22 of the Wildomar Municipal Code is amended to read in its entirety as follows:

"**Chapter 15.22**
Energy Code

15.22.010 Adoption of the Energy Code. Except as hereinafter modified or changed, the 2025 California Energy Code (California Code of Regulations, Title 24, Part 6), including Appendix 1-A, of that certain energy code, as published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Energy Code shall be on file in the office of the City Clerk."

SECTION 10: Amendment of Chapter 15.24.

Chapter 15.24 of the Wildomar Municipal Code is amended to read in its entirety as follows:

"Chapter 15.24
Electrical Code

15.24.010 Adoption of Electrical Code. Except as hereinafter changed or modified, the 2025 California Electrical Code (California Code of Regulations, Title 24, Part 3), as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Electrical Code shall be on file in the office of the City Clerk.

SECTION 11: Amendment of Chapter 15.28.

Chapter 15.28 of the Wildomar Municipal Code is amended to read in its entirety as follows:

"Chapter 15.28
Mechanical Code

15.28.010 Adoption of Mechanical Code. Except as hereinafter changed or modified, the 2025 California Mechanical Code (California Code of Regulations, Title 24, Part 4), along with Appendices D of that certain mechanical code, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Mechanical Code, including the above-designated appendix, shall be on file in the office of the City Clerk."

SECTION 12: Amendment of Chapter 15.32.

Chapter 15.32 of the Wildomar Municipal Code is amended to read in its entirety as follows:

"Chapter 15.32
Plumbing Code

15.32.010 Adoption of Plumbing Code. Except as hereinafter changed or modified, the 2025 California Plumbing Code (California Code of Regulations, Title 24, Part 5), as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Plumbing Code shall be on file in the office of the City Clerk."

SECTION 13: Amendment of Chapter 15.38.

Chapter 15.38 of the Wildomar Municipal Code to amended to read in its entirety as follows:

"**Chapter 15.38**
Referenced Standards Code

15.38.010 Adoption of Referenced Standards Code. Except as hereinafter modified or changed, the 2025 California Referenced Standards Code (California Code of Regulations, Title 24, Part 12), as published by the California Building Standards

Commission is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Referenced Standards Code shall be on file in the office of the City Clerk."

SECTION 14: Amendment of Chapter 15.52.

Chapter 15.52 of the Wildomar Municipal Code is amended to read in its entirety as follows:

"**Chapter 15.52**
Existing Building Code

"15.52.010 Adoption of Existing Building Code. Except as hereinafter changed or modified, the 2025 California Existing Building Code (California Code of Regulations, Title 24, Part 10), including Appendix Chapter A-1,of that certain existing building code, as published by the California Building Standards Commission, is hereby adopted by reference and incorporated into this Title 15 of the Wildomar Municipal Code. A copy of said California Existing Building Code shall be on file in the office of the City Clerk."

SECTION 15: 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 16: Effective Date.

This Ordinance shall become effective thirty (30) days after its passage by the City Council.

SECTION 17: Publication.

The City Clerk shall certify to the adoption of this Ordinance and cause same to be posted in the three designated posting places within the City of Wildomar within 15 days after its passage.

INTRODUCED AND APPROVED FOR FIRST READING this 13th day of October, 2025.

_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

ATTACHMENT B

Draft CFC Ordinance

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTERS 8.28 OF THE WILDOMAR MUNICIPAL CODE TO ADOPT THE 2025 CALIFORNIA FIRE CODE AND CREATION OF CHAPTER 8.30 TO ADOPT THE 2025 WILDLAND-URBAN INTERFACE CODE EDITIONS OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PARTS 2 THROUGH 12, INCLUSIVE)

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

SECTION 1. Recitals.

1. The California Building Standards Commission adopts a comprehensive update to the California Building Standards Code, codified as Title 24 of the California Code of Regulations, every three years.

2. Under California Health and Safety Code section 17922(a), such building standards and regulations are substantially the same as those contained in the most recent editions of the International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, and National Electrical Code, and are distinguished by being referenced by the California version of the respective code.

3. The Commission has completed the 2025 update to the California Building Standards Code ("2025 Code") and made those updates available to the public by July 1, 2025.

4. The 2025 Code takes effect in all jurisdictions on January 1, 2026, under California Health and Safety Code section 17958 and 2025 California Building Code, Appendix Chapter 1, Section 1.8.6

5. California Health and Safety Code sections 17922 and 17958 mandate that counties and cities adopt ordinances and regulations imposing the same requirements as are contained in the 2025 Code.

6. The City is authorized by Health and Safety Code Sections 17958.7 and 18941.5 and California Government Code Section 50022.2 to adopt amendments to the 2025 Code in order to incorporate appendices, address unique administrative requirements of the City, and in order to modify building standards to the extent that the modifications are reasonably necessary because of local climatic, geological, or topographical conditions.

7. The City has previously adopted local amendments to previous versions of the California Building Standards Code, and codified those local amendments in Chapters 8.28, of the Wildomar Municipal Code.

8. On October 13, 2025, the City Council held first reading of an ordinance to amend Chapters 8.28, of the Wildomar Municipal Code, to adopt and amend the 2025 Code, including the local amendments specific to the City of Wildomar (the "Ordinance").

9. The City Council finds that it is to the benefit of the City of Wildomar to adopt the 2025 Code, as amended by this Ordinance, because it provides minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures within the City.

SECTION 2: Compliance with CEQA.

The City Council hereby finds that the action to adopt this Ordinance to amend Chapters 8.28 of the Wildomar Municipal Code, of the Wildomar Municipal Code, is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) because the action is exempt from environmental review under CEQA Guidelines Section 15061(b)(3). The activity is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. The Ordinance introduces standards to regulate certain behavior to protect the health, safety, and public welfare, and does not authorize activities or development that could potentially have a physical impact on the environment. Buildings and development projects that are subject to CEQA are reviewed individually prior to issuance of building permit. Moreover, State law provides that the 2025 Building Codes will take effect in the City even if the City does not adopt this ordinance, as is required by law. Accordingly, the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment.

SECTION 3: Findings.

Based on the whole record before it, the City Council finds that the local amendments to the California Building Standards Code set forth in this Ordinance are reasonably necessary because of the following determinations due to local climatic, geological, and/or topographical conditions:

1. The amendments to the 2025 California Fire Code are justified by the local geological, topographical, and climatic conditions identified and set forth in Exhibit A, attached hereto and incorporated herein by reference.

2. The amendments to the 2025 California Residential Building Code are justified by local climatic and geographic conditions specific to the City of Wildomar and are required to be noted in Table 301.2(1) as specified in Section R301.2.

3. The remaining amendments made by this Ordinance are administrative in nature and findings are not required to make these amendments.

SECTION 4: Amendment of Chapter 8.28

Chapter 8.28 of the Wildomar Municipal Code is amended in its entirety to read as flows and incorporated herein, by reference.

CHAPTER 8.28
FIRE CODE

Sections

8.28.010 Findings and Adoption
8.28.020 Amendments to the California Fire Code
8.28.030 Penalties

8.28.010 Findings and Adoption.

A. Findings. The City Council finds as follows:

1. Every three years the State of California adopts a new California Fire Code and California Wildland-Urban Interface Code, as part of the California Building Standards Code, which becomes effective as to the City of Wildomar and Riverside County 180 days after publication by the California Building Standards Commission.

2. The International Fire Code has been published and adopted, as amended, by the California Building Standards Commission into the California Code of Regulations as Title 24, Part 9, titled the California Fire Code.

3. The International Wildland-Urban Interface Code has been published and adopted, as amended, by the California Building Standards Commission into the California Code of Regulations as Title 24, Part 7, titled the California Wildland-Urban Interface Code.

4. The City of Wildomar may establish more restrictive standards reasonably necessary to provide fire protection for life and property because of local climatic, geological or topographical conditions.

    a. Climatic Conditions:

        i. The City of Wildomar is located in western Riverside County in Southern California and covers a vast and varied geographic area. The base climate in western Riverside County consists of semi-arid Mediterranean weather patterns. This area annually experiences extended periods of high temperatures with little precipitation. Hot, dry winds, which may

reach speeds of 70 M.P.H. or greater, are common to the area. Examples are Santa Ana/Foehn winds, afternoon surface-heating generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration) which necessitate rapid identification, locating and extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, streetlights and utility poles, will greatly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

i. Although Riverside County and the City of Wildomar occasionally experiences periods of significant drought, the County and City can also experience periods of substantial rainfall. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding, although uncommon, can be problematic. Flash flooding is typically associated with short duration, high intensity precipitation events often associated with summer thunderstorms. Such events can occur even during a drought.

ii. Water demand in densely populated Southern California far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features such as identification and notification will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

b. Topographical conditions

i. A. Natural: The topographical conditions of the City of Wildomar vary from the valley floor in the center of the city, to surrounding hills of the Santa Rosa Plateau in the west, and the rolling hills in the east. A large number of sensitive habitats for various animal species and vegetation consist within large open space in the areas that surround urban centers that impact building and structure location, which impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.

ii. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County.

iii. These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

c. Geological Conditions

i. A. Located within Riverside County, the City of Wildomar is located in the Elsinore Trough, a portion or the larger Elsinore Fault. The Wildomar and Willard faults run parallel to the valley floor in this area. In the event of an earthquake, the location of the epicenter as well as the time of day and season of the year would have a profound effect on the number of deaths and casualties, as well as property damage.

i. The major form of direct damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent upon construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines; gas, sewer, or water mains; which, in turn, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from place to place, dependent upon the regional and local geology. Ground shaking may occur in areas 65 miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can change the mechanical properties of some fine grained, saturated soils, where upon they liquefy and act as a fluid (liquefaction).

ii. Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings.

iv. Road circulation features located throughout Riverside County, and in the City of Wildomar also make amendments reasonably necessary. Located through the County and City are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design accompanies with occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Riverside County that naturally have extended emergency response times that exceed the 5-minute goal. California Health and Safety Code Sections 17958.7 and 18941.5 require that the modification or change be expressly marked and identified as to which each finding refers. Therefore, the City Council finds that the following table sets forth the 2022 California Fire Code sections that have been modified and the associated local climatic, geological and/or topographical conditions described above supporting the modification.

2025 CODE SECTION	TITLE/SUBJECT	FINDINGS I, II, III
101.4	Severability	Administrative
102.5	Application of the residential code	I, II & III
102.13.1	Application of the California Wildland-Urban Interface Code	Administrative
104.1.1	Authority of the Fire Chief and Fire Department	Administrative
104.8 and 104.8.1	Liability	Administrative
104.12	Authority of the Fire Chief to close hazardous fire areas	Administrative
108.2	Fees	Administrative
107.7	Cost Recovery	Administrative
112.1	Board of Appeals established	Administrative
113.4	Violation and Penalties	Administrative
202	Fire Chief	Administrative
308.1.7	Sky Lanterns	I, II & III
503.1.2.1	Remoteness	I, II, & III
503.2.1	Dimensions	Administrative
503.2.2	Authority	Administrative
503.6.1	Automatic opener	Administrative
503.7	Loading areas and passenger drop-offs	Administrative
507.5.7	Fire hydrant size and outlets	I & III
507.5.8	Fire hydrant street marker	I, II & III
508.1, 508.1.1, 508.1.3	Fire command center	I, II & III
509.2.1	Minimum clearances	I & III
608.11.1.2	Manual operation	II & III
903.2	Where required (automatic sprinkler systems)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
3206.4.2	General Fire Protection and Life Safety Features	Administrative
5608.2	Fallout Area	I, II & III
App Ch B, Table B105.2	Buildings other than one- or two-family dwellings	I, II & III
App Ch C, C103.1	Fire hydrant location	I, II & III

B. Purpose. The purpose of this ordinance is to adopt the 2025 California Fire Code, California Code of Regulations, Title 24, Part 9, and the 2025 California Wildland-Urban Interface Code, California Code of Regulations, Title 24, Part 7, as amended, to govern the safeguarding of life and property from fire, explosion hazards and hazardous conditions and to regulate the issuance of permits and collection of fees.

C. Authority. This ordinance is adopted pursuant to Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 which allow a county to adopt modifications or changes to the California Fire Code and the California Wildland-Urban Interface Code that are reasonably necessary because of local climatic, geological and topographical conditions.

D. Application and Adoption of the California Fire Code. Except as stated in this Section or as amended below in Section 5 of this ordinance, all of the provisions and appendices of the 2025 California Fire Code, inclusive of all of the inclusions and exclusions set for in each chapter's matrix, are hereby adopted and shall apply to the City of Wildomar. In addition, the following provisions that are excluded in the 2025 California Fire Code are hereby adopted - Chapter 1, Division II of the California Fire Code is hereby adopted, except that Section 103.2 and 112.3 are not adopted, and Chapters 3, 25, and Sections 503, 510.2, 1103.2 and 5707 are adopted.

8.28.020 AMENDMENTS TO THE CALIFORNIA FIRE CODE.
CHAPTER 1 SCOPE AND GENERAL REQUIREMENTS
Section 101.4 of the California Fire Code is deleted in its entirety and replaced with the following:

101.4 Severability. If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable."

Section 102.5 of the California Fire Code is amended as follows:

102.5 Application of residential code. Where structures are designed and constructed in accordance with the California Residential Code, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.6 of this code shall apply.

2. Administrative, operational and maintenance provisions of this code shall apply.

3. Automatic fire sprinkler system requirements of this code shall apply to detached accessory buildings 3,600 square feet or greater in accordance with Section 903.2. The provisions contained in Section 903.2.18 of the California Fire Code or Section R317.5.1 of the California Residential Code may be used for the design of the automatic fire sprinkler system for detached private garages."

4. A new Section 102.13.1 is added to Section 102.13 of the California Fire Code to read as follows:

102.13.1 Application of the California Wildland-Urban Interface Code.

Where a conflict exists between the provisions of the City of Wildomar Fire Code and the California Wildland-Urban Interface Code, the more restrictive provisions shall apply.

104.1.1 Authority of the Fire Chief, Chief Deputy, and Fire Department.

1. The Fire Chief, Chief Deputy, or their designee, is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the City Council.

2. The Fire Chief, Chief Deputy, or their designee, is authorized to administer, interpret and enforce this ordinance. Under the Fire Chief, Chief Deputy, or their designee's direction, the Riverside County Fire Department is authorized to enforce ordinances of the City of Wildomar pertaining to the following:
   - 2.1. The prevention of fires.
   - 2.2. The suppression or extinguishment of dangerous or hazardous fires.
   - 2.3. The storage, use and handling of hazardous materials.
   - 2.4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.
   - 2.5. The maintenance and regulation of fire escapes.
   - 2.6. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.
   - 2.7. The maintenance of means of egress.
   - 2.8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.

3. The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:

3.1. The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.

3.2. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.

3.3. The Riverside County Sheriff and any deputy sheriff.

3.4. The Police Chief and any police officer of any city served by the Riverside County Fire Department.

3.5. Officers of the California Highway Patrol.

3.6. Code Officers of the City of Wildomar Code Enforcement Department.

3.7. Peace Officers of the California Department of Parks and Recreation.

3.8. The law enforcement officer of the Federal Bureau of Land Management.

Section 104.2 of the California Fire Code is deleted and replaced with the following:

104.2 **Determination of compliance.** The fire code official shall have the authority to determine compliance with this code, to render interpretations of this code and to develop policies, procedures, guidelines, standards, and information bulletins in order to clarify the application of its provisions. Such interpretations, policies, procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.
3. Shall be enforceable as part of this code.

Section 104.8 and 104.8.1 of the California Fire Code is deleted in its entirety and replaced with the following:

104.8 Liability. Any liability against Riverside County or the City of Wildomar or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

A new Section 104.12 is added to Section 104 of the California Fire Code to read as follows:

104.12 Authority of the Fire Chief to close hazardous fire areas. Except upon National Forest Land, the Fire Chief is authorized to determine and announce the closure of any hazardous fire area or portion thereof. Any closure by the Fire Chief for a period of more than fifteen (15) calendar days must be approved by the Riverside County Board of Supervisors within fifteen (15) calendar days of the Fire Chief's original order of closure. Upon such closure, no person shall go in or be upon any hazardous fire area, except upon the public roadways and inhabited areas. During such closure, the Fire Chief shall erect and maintain at all entrances to the closed area sufficient signs giving notice of closure. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being

upon their lands. This section shall not apply to any entry, in the course of duty, by a peace officer, duly authorized public officer or fire department personnel. For the purpose of this section, “hazardous fire area” shall mean public or private land that is covered with grass, grain, brush or forest and situated in a location that makes suppression difficult resulting in great damage. Such areas are designated on Hazardous Fire Area maps filed with the office of the Fire Chief.

Section 108.2 of the California Fire Code is deleted in its entirety and replaced with the following:

108.2 Schedule of permit fees. Fees for services and permits shall be as set forth in the City of Wildomar fee schedule.

A new Section 108.7 is added to Section 108 of the California Fire Code to read as follows:

108.7 Cost Recovery. Pursuant to California Health and Safety Code sections 11374.5(b)(1), 13009 et seq., 25259.4, 25515(a), 25540(a), 25541 (a), California Government Code sections 53150 et seq, and all other provisions of law, all costs incurred by the Riverside County Fire Department for the inspection and enforcement of any provision of these Codes, the investigation of any fire, explosion or other hazardous condition, the suppression of fire, the response to a traffic collision or accident, the containment and/or mitigation of a hazardous materials release, and any rescue or rendering of medical or physical aid or assistance, may be charged to any responsible party, any person who violates these Codes or any person who, due to a negligent or unlawful act or omission, is responsible for or requires or causes the emergency response of Riverside County Fire Department. Any expense incurred by the Riverside County Fire Department for such an emergency response shall constitute a debt of such person and shall be collectible by the County in the same manner as in the case of an obligation under contract, express or implied. These provisions shall be applied uniformly against all such persons in violation of a Penal Code, Vehicle Code, Health and Safety Code or other state law statutory violation; only a county official shall have authority to reduce or cancel the debt obligation arising from the incident.

Section 112.1 of the California Fire Code is deleted in its entirety and replaced with the following:

112.1 Board of appeals established. The Board of Appeals shall be the City Manager. If he or she determines an outside board is needed, he or she shall designate an outside hearing officer to hear the appeal. The Fire Chief and Chief Deputy shall be notified of any appeal and the Fire Chief, Chief Deputy, or their designees shall be in attendance at the appeal hearing. Depending on the subject of the appeal, specialized expertise may be solicited, at the expense of the applicant, for the purpose of providing input to the Appeals Board.

Section 112.4 of the California Fire Code is deleted in its entirety and replaced with the following:

113.4 Violation and penalties. It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this ordinance, or to violate the provisions of any permit granted pursuant to this code or ordinance. Punishments and penalties for violations shall be in accordance with the City of Wildomar ordinances, fee schedule and Health and Safety Code Sections 17995 through 17995.5."

CHAPTER 2 DEFINITIONS

Section 202, definition of "Fire Chief" in the California Fire Code is deleted in its entirety and replaced with the following:

FIRE CHIEF. The Fire Chief of Riverside County or the Fire Chief's designee.

CHAPTER 3 GENERAL REQUIREMENTS.

Section 308.1.7 of the California Fire Code is deleted in its entirety and replaced with the following:

308.1.7 Sky lanterns or similar devices. A person shall not release or cause to be released a sky lantern or similar device.

CHAPTER 5 FIRE SERVICE FEATURES.

A new Section 503.1.2.1 is added to Section 503.1.2 of the California Fire Code to read as follows:

503.1.2.1 Remoteness. Unless otherwise approved, where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

Section 503.2.1 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). For additional requirements or alternatives see Riverside County Fire Department Standards and Policies, as may be amended from time to time.

Section 503.2.2 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.2 Authority. The fire code official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations.

A new Section 503.6.1 is added to Section 503.6 of the California Fire Code to read as follows:

503.6.1 Automatic opener. New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicle in accordance with Riverside County Fire Department standards and Policies, as may be amended from time to time.

Exception: Gates serving individual one- and two-family dwelling parcels.

A new Section 503.7 is added to Section 503 of the California Fire Code to read as follows:

503.7 Loading areas and passenger drop-off areas. On private properties, where fire apparatus access roads are utilized for loading or unloading or utilized for passenger drop-off or pick-up, an additional eight (8) feet of width shall be added to the minimum required width for the fire apparatus access road.

A new Section 507.5.7 is added to Section 507.5 of the California Fire Code to read as follows:

507.5.7 Fire hydrant size and outlets. As determined by the fire code official, fire hydrant sizes and outlets shall be based on the following:

1. Residential Standard – one (1) four (4) inch outlet and one (1) two and half (2 ½) inch outlet.

2. Super Hydrant Standard – one (1) four (4) inch outlet and two (2) two and one half (2 ½) inch outlet.

3. Super Hydrant Enhanced – two (2) four (4) inch outlet and one (1) two and one half (2 ½) inch outlet.

A new Section 507.5.8 is added to Section 507 of the California Fire Code to read as follows:

507.5.8 Fire hydrant street marker. Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Guidelines, as may be amended from time to time. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer or person responsible for removal or damage.

Section 508.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1 General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, in buildings greater than 300,000 square feet in area and in Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire command center for fire department operations shall be provided and comply with Sections 508.1.1 through 508.1.7.

Section 508.1.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1.1 Location and access. The fire command center shall be located adjacent to the main lobby and shall be accessible from fire department vehicular access or as approved by the fire code official. The room shall have direct access from the building exterior at the lowest level of fire department access.

Section 508.1.3 of the California Fire Code is amended as follows:

508.1.3 Size. The fire command center shall be not less than 0.015 percent of the total building area of the facility served or 200 square feet (19 m2) in area, whichever is greater, with a minimum dimension of 0.7 times the square root of the room area or 10 feet (3048 mm), whichever is greater.

Where a fire command center is solely required because a building is greater than 300,000 square feet (27 870 m2), the fire command center shall have a minimum size of 96 square feet (9 m2) with a minimum dimension of 8 feet (2438 mm) where approved by the fire code official.

A new Section 509.2.1 is added to section 509.2 of the California Fire Code to read as follows:

509.2.1 Minimum clearances. A 3-foot (914 mm) clear space shall be maintained around the circumference of exterior fire protection system control valves, or any other exterior fire protection system component that may require immediate access, except as otherwise required or approved.

CHAPTER 6 BUILDING SERVICES AND SYSTEMS

Section 608.11.1.2 of the California Fire Code is deleted in its entirety and replaced with the following:

608.11.2 Manual operation. When required by the fire code official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located in an approved location immediately outside of the machinery room in a secure metal box or equivalent and marked as Emergency Controls.

CHAPTER 9 FIRE PROTECTION SYSTEMS

Section 903.2 of the California Fire Code is deleted in its entirety and replaced with the following:

903.2 Where required.

1. In all new buildings and structures which are 3,600 square feet or greater, an approved automatic sprinkler system shall be provided regardless of occupancy classification. Where the Sections 903.2.1 – 903.2.21 of the California Fire Code require more restrictive requirements than those listed below, the more restrictive requirement shall take precedence.

2. All existing buildings, except for one- and two-family dwellings, shall be retrofitted with automatic fire sprinklers when a structure exceeds 3,600 square feet and changes are made to the building including any of the following: change of use/occupancy, removal of an existing fire wall as defined by the California Building Code, or additions of 50% or more are made to the original building area and the resulting square footage exceeds 5,000 square feet.

3. One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobile homes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

Exceptions: Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

1. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries not required to have an automatic sprinkler system by Section 1207 for energy storage systems and standby engines, provided that those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the California Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the California Building Code, or both.

2. Detached Group U occupancies used for agricultural purposes constructed in accordance with the California Building Code.

3. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.

4. Non-combustible fueling station canopies not exceeding 10,000 square feet when separated from other buildings by a distance of not less than 50 feet.

5. Detached fabric or non-combustible shade structures that are open

on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.

6. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

The following exceptions in the California Fire Code shall not be allowed:

a. Exception in Section 903.2.3

b. Exception 2 in Section 903.2.11.3

A new Section 903.3.5.3 is added to Section 903.3.5 of the California Fire Code to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

COMMERCIAL HOOD AND DUCT SYSTEMS.

A new Section 904.2.2.1 is added to Section 904.2.2 of the California Fire Code to read as follows:

904.2.2.1 Activation of the Fire Alarm System. Where a fire alarm signaling system, or a Dedicated Function Fire Alarm System is serving the occupancy where the extinguishing system is located, the actuation of the automatic fire-extinguishing system shall actuate the fire alarm signaling system in accordance with the requirements of NFPA 72. If a fire alarm signaling system, or a Dedicated Function Fire Alarm System is not present, one will be required to be installed to provide monitoring for the automatic fire-extinguishing system.

CHAPTER 32 HIGH-PILED STORAGE.

A new Section 3206.4.2 is added to Section 3206.4. of the California Fire Code to read as follows:

3206.4.2 Minimum requirements for client leased or occupant owned warehouses. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. Unless otherwise approved, a Professional Engineer, licensed in the State of California, shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related

fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall describe the basis for determining the commodity and sprinkler design selection, how the commodities will be isolated or separated, and include references to the design document(s). If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

MOBILE FOOD PREPARATION VEHICLES.
A new Section 4107 is added to Chapter 41 of the California Fire Code to read as follows:

4107 MOBILE FOOD PREPARATION VEHICLES.

New Sections 4107.1 through 4107.2.3 are added to Section 4107 of the California Fire Code to read as follows:

4107.1 General. Mobile food preparation vehicles that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section.

4107.2 Maintenance. Maintenance of systems on mobile food preparation vehicles shall be in accordance with Sections 4107.2.1 through 4107.2.3.

4107.2.1 Exhaust system. The exhaust system, including hood, grease-removal devices, fans, ducts and other appurtenances, shall be inspected and cleaned in accordance with Section 606.3.

4107.2.2 Fire protection systems and devices. Fire protection systems and devices shall be maintained in accordance with Section 901.6.

4107.2.3 Fuel gas systems. LP-gas containers installed on the vehicle and fuel-gas piping systems shall be inspected annually by an approved inspection agency or a company that is registered with the U.S. Department of Transportation to requalify LP-gas cylinders, to ensure that system components are free from damage, suitable for the intended service and not subject to leaking. CNG containers shall be inspected every 3 years in a qualified service facility. CNG containers shall not be used past their expiration date as listed on the manufacturer's container label. Upon satisfactory inspection, the approved inspection agency shall affix a tag on the fuel gas system or within the vehicle indicating the name of the inspection agency and the date of satisfactory inspection.

FIREWORKS DISPLAY.

A new Section 5608.2 is added to Section 5608 of the California Fire Code to read as follows:

5608.2 Fallout Area. For aerial shells, the minimum required radius of the fallout area shall be 100 ft/in. (22 m/25 mm) of the internal mortar diameter of the largest aerial shell to be fired, unless otherwise approved.

APPENDIX B.

A new Section B103.2.1 is added to Section B103.2 of the California Fire Code to read as follows:

B103.2.1 Wildland-Urban Interface Area Subdivisions. The minimum fire flow for any new subdivision or tract constructed within a Wildland-Urban Interface Area shall be 1,500 gallons per minute.

Table B105.2 of the California Fire Code is amended as follows:

TABLE B105.2

REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the *California Fire Code*	50% of the value in Table B105.1(2)[a]	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the *California Fire Code*	50% of the value in Table B105.1(2)[b]	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

a. The reduced fire-flow shall be not less than 1,000 gallons per minute.

b. The reduced fire-flow shall be not less than 1,500 gallons per minute.

APPENDIX C.

1. Section C103.1 of the California Fire Code is hereby amended to read as follows:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the International Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3. Fire hydrants shall be provided at street intersections.

8.28.030 Penalties.

It is unlawful for any person, firm, corporation or association of persons to violate any provision of this chapter, or to violate the provisions of any permit granted pursuant to this chapter. Any person, firm, corporation or association of persons violating any provision of this chapter or the provisions of any permit granted pursuant-to this chapter shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person or entity shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter or the provisions of any permit granted pursuant to this chapter, is committed, continued, or permitted.

A. Any person, firm, corporation or association of persons so convicted shall be: (1) guilty of an infraction offense and punished by a fine not exceeding $200.00 for a first violation; (2) guilty of an infraction offense and punishable by a fine .not exceeding $300.00 for a second violation on the same site. The third and any additional violations on the same site shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding $1,000.00 or six months in jail or both. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor. Payment of any penalty herein shall not relieve a person or entity from the responsibility for correcting the violation.

CHAPTER 8.30
WILDLAND-URBAN INTERFACE CODE

Sections

8.30.010 Application and Adoption
8.30.020 Amendments to the California Wildland-Urban Interface Code
8.30.030 Penalties

8.30.010 Application and Adoption.

APPLICATION AND ADOPTION OF THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE.

Except as stated in this Section or as amended below in Section 7 of this Ordinance, all of the provisions and appendices of the 2025 California Wildland-Urban Interface Code, inclusive of all of the inclusions and exclusions set for in each chapter's matrix, are hereby adopted and shall apply to the City of Wildomar. In addition, the following provisions that are excluded in the 2025 California Wildland-Urban Interface Code – Chapter 1, Division II of the California Wildland-Urban Interface Code is hereby adopted, except that Sections 103.2 and 112.3 are not adopted, and sections A101 through A102.2, A102.4, A104, A105.1, A105.4 through A105.4.2, A106 through A106.2 and A107 through A107.5 are adopted.

8.30.020 AMENDMENTS TO THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE

APPLICABILITY,

1.A new Section 102.4.1.1 is added to Section 102.4.1 of the California Wildland-Urban Interface Code to read as follows:

102.4.1.1 Application of the California Wildland-Urban Interface Code. Where a conflict exists between the provisions of the Riverside County Fire Code, the City of Wildomar Fire Code and the California Wildland-Urban Interface Code, the more restrictive provisions shall apply.

DUTIES AND POWERS OF THE CODE OFFICIAL.
A new Section 104.1.1 is added to Section 104.1 of the California Wildland-Urban Interface Code to read as follows:

104.1.1 **Authority of the Fire Chief, Chief Deputy, and Fire Department**.

1. The Fire Chief, Chief Deputy, or their designee is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the Riverside County Board of Supervisors.

2. The Fire Chief, Chief Deputy, or their designee is authorized to administer, interpret and enforce this ordinance. Under the Fire Chief, Chief Deputy, or their designee's direction, the

Riverside County Fire Department is authorized to enforce ordinances of Riverside County pertaining to the following:

2.1. The prevention of fires.
2.2. The suppression or extinguishment of dangerous or hazardous fires.
2.3. The storage, use and handling of hazardous materials.
2.4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.
2.5. The maintenance and regulation of fire escapes.
2.6. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.
2.7. The maintenance of means of egress.
2.8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.

3. The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:

3.1. The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.
3.2. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.
3.3. The Riverside County Sheriff and any deputy sheriff.
3.4. The Police Chief and any police officer of any city served by the Riverside County Fire Department.
3.5. Officers of the California Highway Patrol.
3.6. Code Officers of the Riverside County Code Enforcement Department.
3.7. Peace Officers of the California Department of Parks and Recreation.
3.8. The law enforcement officer of the Federal Bureau of Land Management.

Section 104.2 of the California Wildland-Urban Interface Code is deleted and replaced with the following:

104.2 Determination of compliance. The fire code official shall have the authority to determine compliance with this code, to render interpretations of this code and to develop policies, procedures, guidelines, standards, and information bulletins in order to clarify the application of its provisions. Such interpretations, policies, procedures:
1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code.
3. Shall be enforceable as part of this code.

Sections 104.8 and 104.8.1 of the California Wildland-Urban Interface Code are deleted in their entirety and replaced with the following:

104.8 Liability. Any liability against Riverside County or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

PERMITS.
Section 105.2 of the California Wildland-Urban Interface Code is deleted in it's entirety and replaced with the following:

105.2 Permits Required. Unless otherwise exempted, buildings or structures regulated by this code shall not be erected, constructed, altered, repaired, moved, removed, converted, demolished or changed in use or occupancy unless a separate permit for each building or structure has first been obtained from the code official.
For buildings or structures erected for temporary uses, see Section A108.3.
Where required by the code official, a permit shall be obtained for the following activities, operations, practices or functions within a wildland-urban interface area:

1. Automobile wrecking yard.
2. Candles and open flames in assembly areas.
3. Explosives or blasting agents.
4. Fireworks.
5. Flammable or combustible liquids.
6. Hazardous materials.
7. Liquefied petroleum gases.
8. Landscape and fuel modification zones.
9. Lumberyards.
10. Motor vehicle fuel-dispensing stations.
11. Open burning.
12. Pallet Yards.
13. Pyrotechnical special effects material.
14. Tents, canopies and temporary membrane structures.
15. Tire storage.
16. Welding and cutting operations.

FEES.
Section 108.2 of the California Wildland-Urban Interface Code is deleted in its entirety and replaced with the following:

108.2 Schedule of permit fees. Fees for services and permits shall be as set forth in the City of Wildomar Fee Schedule.

A new Section 108.7 is added to Section 108 of the California Wildland-Urban Interface Code to read as follows:

108.7 Cost recovery. Pursuant to California Health and Safety Code sections 11374.5(b)(1), 13009 et seq., 25259.4, 25515(a), 25540(a), 25541 (a), California Government Code sections 53150 et seq, and all other provisions of law, all costs incurred by the Riverside County Fire Department for the inspection and enforcement of any provision of these Codes, the investigation of any fire, explosion or other hazardous condition, the suppression of fire, the response to a traffic collision or accident, the containment and/or mitigation of a hazardous materials release, and any rescue or rendering of medical or physical aid or assistance, may be charged to any responsible party, any person who violates these Codes or any person who, due to a negligent or unlawful act or omission, is responsible for or requires or causes the

emergency response of Riverside County Fire Department. Any expense incurred by the Riverside County Fire Department for such an emergency response shall constitute a debt of such person and shall be collectible by the County in the same manner as in the case of an obligation under contract, express or implied. These provisions shall be applied uniformly against all such persons in violation of a Penal Code, Vehicle Code, Health and Safety Code or other state law statutory violation; only a county official shall have authority to reduce or cancel the debt obligation arising from the incident.

INSPECTION AND ENFORCEMENT

Section 109.3.7 of the California Wildland-Urban Interface Code is deleted in its entirety and replaced with the following:

109.3.7 Violation and penalties. It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this ordinance, or to violate the provisions of any permit granted pursuant to this code or ordinance. Punishments and penalties for violations shall be in accordance with the City of Wildomar ordinances, fee schedule and Health and Safety Code Sections 17995 through 17995.5

DEFINITIONS.

Section 202, definition of "Fire Chief" in the California Wildland-Urban Interface Code is deleted in its entirety and replaced with the following:

FIRE CHIEF. The Fire Chief of Riverside County or the Fire Chief's designee.

WILDLAND-URBAN INTERFACE AREA DESIGNATIONS.

Section 302.1.1 is added to Section 302.1 of the California Wildland-Urban Interface Code to read as follows:

302.1.1 Designation of Fire Hazard Severity Zones. The Wildomar City Council has adopted the recommendations of the State Fire Marshal made pursuant to Government Code section 51178 and designated those areas within the County as moderate, high, and very high fire hazard severity zones as shown on the Local Responsibility Area Fire Hazard Severity Zones Maps published by the Office of the State Fire Marshal. The Maps have been adopted under City of Wildomar Ordinance 251.

SPECIAL BUILDING CONSTRUCTION REGULATIONS.

Section 501.1 of the California Wildland-Urban Interface shall be amended as follows:

501.1 Scope. Buildings and structures in a wildland-urban interface area shall be constructed in accordance with the California Building Code and this code. For the purpose of this Chapter, a wildland-urban interface area shall be defined as a geographical area identified by the state as a "Fire Hazard Severity Zone" in accordance with the Public Resources Code Sections 4201 through 4204 and Government Code Sections 51175 through 51189, and other areas

designated by the enforcing agency to be at a significant risk from wildfires, and shall include those areas designated by Ordinance 251 as moderate, high, and very high fire hazard severity zones based on recommendations from the State Fire Marshal pursuant to Government Code Section 51178.

Exceptions:

1. Group U accessory structures not exceeding 120 square feet (11 m2) in floor area where located not less than 50 feet (15 240 mm) from applicable buildings.
2. Group U agricultural buildings not less than 50 feet (15 240 mm) from applicable buildings.

FIRE PROTECTION PLANS.

Section 602.1 of the California Wildland-Urban Interface Code is amended as follows:

602.1 General. A fire protection plan shall be submitted to the Fire Code Official for any proposed subdivision of land or building project. The fire protection plan shall be prepared to determine the acceptability of fire protection and life safety measures designed to mitigate wildfire hazards presented for the property under consideration.

The fire protection plan shall be prepared by a registered design professional, qualified landscape architect, qualified fire safety specialist or similar specialist acceptable to the code official and shall analyze the wildfire risk of the building, project, premises or region to recommend necessary changes.

Submittal of a preliminary fire protection plan shall be required prior to the submission of a final fire protection plan.

Exception: A single-family dwelling (Group R-3 Occupancy) when located on an existing legal parcel.

Section 602.3.2 of the California Wildland-Urban Interface Code is amended as follows:

602.3.2 Final Fire Protection Plan. Final fire protection plan shall include items listed in Section 602.3.1 and the following:

1. A map identifying all proposed plants in the fuel modification zones with a legend that includes a symbol for each proposed plant species. The plan shall include specific information on each species proposed, including but not limited to:
1.1. The plant life-form;
1.2. The scientific and common name; and
1.3. The expected height and width for mature growth.
2. Identification of irrigated and non-irrigated zones.
3. Requirements for vegetation reduction around emergency access and evacuation routes.
4. Identification of existing vegetation proposed to remain.
5. Identification of points of access for equipment and personnel to maintain vegetation in common areas.

6. Methods and timetables for controlling, changing, or modifying areas on the property.
7. Legally binding statements regarding community responsibility for maintenance of fuel modification zones.
8. Legally binding statements to be included in covenants, conditions and restrictions regarding property owner responsibilities for vegetation maintenance.

VEGETATION PLAN.

Section 603.1 of the California Wildland-Urban Interface Code is amended as follows:

603.1 General. Planting of vegetation for new and replacement landscaping shall be selected to reduce vegetation in proximity to a structure and to maintain vegetation as it matures.
Section 603.3 of the California Wildland-Urban Interface Code is amended as follows:

603.3 Landscape and Fuel Modification plans. Landscape and Fuel Modification plans shall be submitted for any project located in a WUI area. The landscape and Fuel Modification plan shall include development and maintenance requirements for the vegetation management zone adjacent to structures and roadways, and to provide significant fire hazard reduction benefits for public and firefighting safety.

Section 603.3.1 of the California Wildland-Urban Interface Code is amended as follows:

603.3.1 Contents. Landscape plans shall contain the following:
1. Delineation of the 5-foot (1524 mm) (Zone 0), 30-foot (9144 mm) (Zone 1) and 100-foot (30 480 mm) (Zone 2) fuel management zones from all structures.
2. Identification of existing vegetation to remain and proposed new vegetation.
3. Identification of irrigated areas.
4. A plant legend with both botanical and common names, and identification of all plant material symbols.
5. Identification of ground coverings within the 30-foot (9144 mm) zone.

MAINTENANCE OF DEFENSIBLE SPACE.

Section 604.1 of the California Wildland-Urban Interface Code is amended as follows:

604.1 General. Vegetation and fuels shall be managed to reduce the severity of potential exterior wildfire exposure to buildings and to reduce the risk of fire spreading to buildings as required by applicable laws and regulations.

Section 604.3 of the California Wildland-Urban Interface Code is amended as follows:

604.3 Requirements. Vegetation and fuels around all buildings and structures shall be maintained in accordance with the following laws and regulations:

1. Public Resources Code, Section 4291.
2. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Article 3, Section 1299.03.

3. California Government Code, Section 51182.
4. California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07.
5. The requirements of Section 7, Appendix A of this ordinance and Riverside County Fire Department Guidelines.

Section 604.3.1 is added to Section 604.3 of the California Wildland-Urban Interface Code to read as follows:

604.3.1 Retroactivity. When required by the Fire Code Official, or State Law, existing Defensible Space/Fuel Modification Zones (FMZ) shall require retrofitting, including thinning and/or removal of plants, trees, and vegetation, to meet this Code or State Law. Upon notification by the Fire Code Official, and when approved, work to bring an existing Defensible Space and FMZ into compliance with this Code, may be done over a two to four (2-4) year period as determined by the Fire Code Official. A compliance plan prepared by the property owner may be requested for review and approval by the Fire Code Official.

Section 604.6 is added to the California Wildland-Urban Interface Code to read as follows:

604.6 Clearance of brush, vegetative growth, and combustible material from improved parcels. All improved parcels declared a Public Nuisance shall be cleared entirely of combustible material. If the Fire Code Official determines this impractical, the provisions of Section 604.7 may be used.

Section 604.7 is added to the California Wildland-Urban Interface Code to read as follows:

604.7 Clearance of fuels or vegetative growth from structures. Clearance of fuels and vegetative growth from structures shall be per sections 604.7.1 through 604.7.4 of this code.

Section 604.7.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.7.1 Structures. Any person owning, leasing, controlling, operating, or maintaining any Building or structure in, upon, or adjoining any FHSZ, governed by this section, and any person owning, leasing, or controlling any land adjacent to such Buildings, shall at all times maintain around and adjacent to such Building, an effective firebreak made by removing and clearing away, all combustible material on their property for a distance not less than 100 feet from all portions of the Building.

Distances may be increased by the Fire Code Official due to a site-specific analysis based on local conditions and when required, based on a Fire Protection Plan. This section shall not apply to single specimens or stands of protected species of trees, Ornamental Landscape or similar plants used in landscaping and ground covers, that are well-pruned, maintained, and spaced, and do not form a means of rapidly transmitting fire from other nearby vegetation to a structure or from a structure to other nearby vegetation or to interrupt the advance of embers toward a structure.

Section 604.7.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.7.2 Timing for New Buildings and additions to Existing Buildings. The provisions of Section 604.7 shall be completed prior to vertical construction of any New Building or addition to an Existing Building.

Section 604.7.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.7.3 Photovoltaic Systems. The clearance requirements around freestanding photovoltaic systems and equipment shall comply with the following:

1. A minimum 10-foot clearance for clusters of panels not exceeding 1,500 square feet of combined panel area.
2. A minimum of 30-foot clearance for clusters of panels greater than 1,500 square feet of combined panel area.
3. Clusters shall be separated by a minimum of 20 feet.
4. Panels and clusters shall be not located within 30 feet of any Building subject to clearance requirements of Section 604 unless the clearance requirements of Section 604 are provided as measured from the perimeter of the panel or cluster.

Section 604.8 is added to the California Wildland-Urban Interface Code to read as follows:

604.8 Defensible Space clearance zones and requirements. The required 100-foot Defensible Space clearance is identified in three (3) distinct zones: Zone 0, 1, and 2.

Section 604.8.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.1 Requirements. Defensible Space shall be in accordance with the requirements of Appendix A of this code, Riverside County Fire Department Guidelines and the specific requirements for each zone listed in Sections 604.8.2 through 604.8.5.

Section 604.8.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2 Zone 0 purpose and location. Zone 0 reduces the likelihood of structure ignition by reducing the potential for direct ignition of the structure from flame contact, by embers that accumulate at the base of a wall, and/or indirect ignitions when embers ignite vegetation, vegetative debris, or other combustible materials located close to the structure that result in either a radiant heat and/or a direct flame contact exposure to the structure.

Zone 0 is the horizontal area within the first five (5) feet around the structure, including stairs, balconies, attached or adjacent decks, and outbuildings. Zone 0 is measured from the edge of a structure, attached or adjacent decks, patio covers, balconies, and floor projections above-grade. Zone 0 also includes the area on the roof of a building, and underneath and on top of attached decks, patio covers, balconies, and stair landings.

Advisory Notice: Riverside County Fire Department has local Zone 0 requirements currently in effect for new Buildings and additions to existing Buildings. New State regulations for Zone 0 are currently under development by the State Board of Forestry and Fire Protection. Any State

regulation more restrictive than this ordinance shall apply. This may require thinning and/or removal of plants, trees, and vegetation to meet State Law and regulations.

Section 604.8.2.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.1 Non-Combustible Zone 0 for New Buildings, additions to Existing Buildings, and new or replacement landscape. Fuels, including Combustible Materials and vegetation, are prohibited in Zone 0 for all New Buildings, additions to Existing Buildings, installation of new landscape, and refurbishment of existing landscape areas.

The application date of Section 604.8.2.1 shall be the later application date when any of the following occur:

1. Fire Department Clearance for a New Building or addition to an Existing Building.
2. Building permit for a New Building or addition to an Existing Building.
3. Landscape plans submitted for Riverside County Fire Department review.
4. Replacement of landscape when landscape plans are not required.

Section 604.8.2.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.2 Additional requirements in Zone 0.

1. New and existing tree canopies are prohibited within 10 feet of New Buildings, including the addition portion to Existing Buildings.
   Exception: Existing protected oak trees shall be trimmed to provide a minimum 5-foot clearance above the roof and 5 feet to the side of any New Building, or the addition portion to an Existing Building.
2. Landscaped roofs are prohibited.
3. Vegetation underneath decks is prohibited.
4. Other Combustible Materials underneath any deck, not part of the deck structure itself, shall be removed.
5. Artificial or synthetic grass is prohibited within Zone 0.
6. Vines and climbing plants are not allowed on structures, including decks, patio/shade structures, and any fences within 5 feet of a Building.
7. Combustible mulch and wood chips are prohibited.
8. Firewood is prohibited.
9. All fencing and gates shall be non-combustible. See Section 604.11.

Section 604.8.2.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.3 Zone 0 requirements for Existing Buildings.

Section 604.8.2.3.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.2.3.1 Zone 0 restrictions. The following requirements apply within Zone 0 for all Existing Buildings with landscape installed prior to January 1, 2026:

1. No combustible landscape mulch or wood chips.

2. No firewood.
3. No vegetation underneath decks.
4. Other Combustible Materials underneath any deck, not part of the deck structure itself, shall be removed.
5. Roofs and gutters on Buildings shall be maintained free of any leaves, needles, or other vegetative Combustible Materials.
6. The vertical clearance distance for trees and vegetation above any roof shall be not less than 3 feet.
7. A minimum 3-foot clearance of trees and vegetation shall be provided to the side and above any eave or roof projection from the exterior wall of a Building. A minimum 3-foot clearance of trees and vegetation shall be provided below any eave or roof projection. This requirement also applies to any patio cover or other Building projections.
8. New trees are not allowed.
9. New or replacement landscaping shall comply with Sections 604.8.1, 604.8.2.1, and 604.8.2.2.

Section 604.8.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.3 Zone 1 purpose and location. Zone 1 reduces the likelihood of fire burning directly to the structure. This is accomplished by modifying Fuels and creating a discontinuity between planting groups that limits the pathways for fire to burn to the structure and reduces the potential for near-to-building ember generation and radiant heat exposures. An additional purpose of this zone is to provide a defendable area for fire personnel to stage and take direct action.

Zone 1 is the area within 5-30 feet of structures and decks, with slopes not greater than 20 percent; 5-50 feet from Buildings and decks, when slopes are greater than 20 percent.

Section 604.8.3.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.3.1 Requirements and allowable items. This is a minimal planting zone which includes very limited trees of a fire-smart type with additional spacing provided. Plants and other vegetation shall be in accordance with Appendix A of this code and Riverside County Fire Department Guidelines.

Section 604.8.4 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.4 Zone 2 purpose and location. Zone 2 is designed to reduce the potential behavior of an oncoming fire in such a way as to drop an approaching fire from the crown of trees to the ground, reducing the flame heights, and the potential for ember generation and radiant heat exposure to structures. Additional benefits of the Zone 2 include facilitating direct defense actions and improving the function of Zones 0 and 1.

Zone 2 is the area from the outer edge of Zone 1 to 100 feet from structures and decks.

Section 604.8.4.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.4.1 Requirements and allowable items. Plants and other vegetation shall be in accordance with Appendix A of this code and Riverside County Fire Department or City of Wildomar Guidelines.

Section 604.8.4.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.4.2 Spacing. Spacing of vegetation and trees at the outer edge of Zone 2 shall be based upon the height of the vegetation within Zone 2 or the adjacent area beyond the 100-foot zone, whichever provides for the greater spacing. This may require clearance outside the 100-foot zone or setting back vegetation and trees within Zone 2 away from the 100-foot line.

Section 604.8.5 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5 General requirements for Zone 0, 1, and 2.

Section 604.8.5.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.1 Dead and dying vegetation. All dead or dying grass, plants, shrubs, trees, branches, leaves, weeds, and tree needles shall be removed.

Section 604.8.5.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.2 Mulch and wood chips within Zones 1 and 2. Use of combustible Mulch and wood chips shall be in accordance with the requirements Riverside County Fire Department Guidelines.

Section 604.8.5.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.3 Firewood. See Section 607.

Section 604.8.5.4 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.4 Clearance from chimney, stovepipe. Any portion of a tree or shrub that extends within 10 feet horizontally or vertically of a chimney outlet or stovepipe outlet shall be removed.

Section 604.8.5.5 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5 Trees. New trees shall be planted and maintained so that the tree's drip line at maturity is a minimum of 10 feet from any combustible structure.

Section 604.8.5.5.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5.1 Tree spacing. The horizontal distance between crowns of new trees and crowns of adjacent trees shall not be less than 20 feet in Zone 1 and not less than 10 feet in Zone 2. Separation distance may be increased for slopes exceeding 20 percent. Required spacing is measured between trees at maturity.

Section 604.8.5.5.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5.2 Ground clearance of trees. Trees exceeding 6 feet in height shall be limbed up from the ground 6 feet or 1/3 the height of the tree, whichever is less.

Exception: Fruit trees when approved by the Fire Code Official.

Section 604.8.5.5.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.5.3 Ground cover under tree canopy. When approved ground cover and shrubs are located underneath trees, the vertical clearance to the lowest branch of the tree canopy shall not be less than three times the height of the ground cover or shrub under or adjacent to the tree. The horizontal clearance shall be 3 feet from the trunk of the tree.

Section 604.8.5.6 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.6 Continuous tree canopies.

Section 604.8.5.6.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.6.1 New Structures. Continuous tree canopies are not allowed. Tree spacing shall be in accordance with Riverside County Fire Department.

Section 604.8.5.6.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.6.2 Existing Structures. Continuous tree canopies may be allowed as determined by the Fire Code Official but will require the complete removal of any understory and smaller trees to meet requirements for a shaded fuel zone. Any remaining trees shall be limbed up a minimum of 12 feet from the ground or 1/3 the tree height, whichever is less. The intent is to not allow a crown (canopy) fire to spread unchecked to a structure and to bring any crown fire down to the ground level prior to Zone 1.

Section 604.8.5.7 is added to the California Wildland-Urban Interface Code to read as follows:

604.8.5.7 Grasses. Natural or annual grasses shall be mowed to a maximum height of 4-inch stubble with clippings removed.

Section 604.9 is added to the California Wildland-Urban Interface Code to read as follows:

604.9 Fire protection equipment and utilities. The clearance requirements of Sections 604.7 and 604.8 shall apply to communication site towers and their support Buildings; required fire protection water supplies, including water tanks, water supply pumps, and pump houses; and any other utility Structure as required by the Fire Code Official. The Fire Code Official may consider a reduced distance, not less than 30 feet, for communication site towers, water tanks, and Structures with no interior space, based upon a site risk assessment. Also see Appendix A.

Section 604.10 is added to the California Wildland-Urban Interface Code to read as follows:

604.10 Planting vegetation under or adjacent to energized electrical lines. No vegetation shall be planted under or adjacent to energized power lines that, at maturity, will grow within 10 feet of the energized conductors.

Section 604.11 is added to the California Wildland-Urban Interface Code to read as follows:

604.11 Fencing.

Section 604.11.1 is added to the California Wildland-Urban Interface Code to read as follows:

604.11.1 Scope. This section only applies to fences, including gates within the fencing, within 5 feet of Building(s), including Decks, (Zone 0) that are in an applicable Fire Hazard Severity Zone req by Chapter 6 of this code.

Section 604.11.2 is added to the California Wildland-Urban Interface Code to read as follows:

604.11.2 New fencing. New fencing and gates shall be constructed of a non-combustible material.

604.11.3 is added to the California Wildland-Urban Interface Code to read as follows:

604.11.3 Existing fencing. Fencing installed prior to January 1, 2026, may remain.

Exception: The entire fencing not parallel and within 5 feet of the Building, including gates within the fencing, shall be constructed of a non-combustible material when any portion of the existing fencing within 5 feet is being replaced. Fencing beyond 5 feet from the Building is not required to be replaced with non-combustible material.

STORAGE OF FIREWOOD AND COMBUSTIBLE MATERIALS.

Section 607.1 of the California Wildland-Urban Interface Code is amended to read as follows:

607.1 General. Firewood and combustible materials shall not be stored in unenclosed spaces beneath Buildings or Structures, or on Decks or under eaves, canopies, or other projections or overhangs. Firewood piles shall be located 30 feet (9144 mm) or more from structures unless completely covered by a fire-resistant material. Exposed wood piles located within the defensible space shall have a minimum clearance of 10 feet (3048 mm) down to bare mineral soil in all directions. Firewood shall not be stored within Zone 0.

Section 607.1.1 of the California Wildland-Urban Interface Code is amended to read as follows:

607.1.1 Combustible Materials. Combustible Materials, other than vegetation, stored within Zones 1 and 2 shall not be stored so as to pose a hazard to any Building. Piles shall not exceed 100 square feet of area and a maximum height of 10 feet. Piles shall be separated by a minimum of 20-foot clear area.

Section 607.2 of the California Wildland-Urban Interface Code is amended to read as follows:

607.2 Storage for off-site use. Firewood and Combustible Materials not for consumption on the premises shall not be stored within Zones 0, 1, and 2. See Appendix A for storage requirements.

BUILDING SITING AND SETBACKS

Section 608.1.1 is added to the California Wildland-Urban Interface Code to read as follows:

608.1.1 Restricted development setbacks. New Structures and additions to existing Structures shall not be constructed less than 100 feet from any protected habitat, whether on the same or adjacent Parcels, where the 100-foot Defensible Space required under Section 604.7 cannot be provided, unless an alternate method of construction and protection is provided that can ensure the safety of the Structure and emergency responders as approved by the Fire Code Official. Protected habitat includes lands restricted from brush clearance or modification due to Federal or State listed endangered species. Protected habitat does not include sensitive habitat areas.

Section 608.2 of the California Wildland-Urban Interface Code is amended to read as follows:

608.2 General
All parcels shall provide a minimum 30-foot (9144 mm) setback for all buildings from property lines and the center of a road, except as provided for in Section 608.2.1. [CCR T14 §1276.00(a)] This section applies to new Tract and Parcel maps, new Buildings, and additions to Existing Buildings.

Section 608.2.1 of the California Wildland-Urban Interface Code is amended to read as follows:

608.2.1 Setback reduction. A reduction in the minimum setback shall be based upon practical reasons, which may include but are not limited to, parcel dimensions or size; topographic limitations; Development density requirements or other Development patterns that promote low-carbon emission outcomes; sensitive habitat or other site constraints, and shall provide for an alternative method to reduce structure-to-structure ignition by incorporating a combination of features such as, but not limited to:
1. Non-combustible block walls or fences; or
2. Non-combustible material extending 5 feet (1524 mm) horizontally from the furthest extent of the building; or
3. Hardscape landscaping; or
4. A reduction of exposed windows on the side of the structure with setback less than 30 feet (9144 mm). [CCR T14 §1276.01]

RIDGELINES, FUEL BREAKS, AND GREENBELTS.

Section 609.2.7.1 is added to the California Wildland-Urban Interface Code to read as follows:

609.2.7.1 Greenbelts. Subdivisions and other developments, which propose Greenbelts as a part of the development plan, shall locate the Greenbelts strategically, as a separation between wildland fuels and Structures. The locations shall be approved by the inspection authority.

Section 609.2.7.2 is added to the California Wildland-Urban Interface Code to read as follows:

609.2.7.2 Access to Greenbelts. A minimum of one (1) access point shall be provided to new Greenbelts at an approved location to allow for on-going maintenance and firefighter access. Additional access points shall be provided when required by the Fire Code Official.

APPENDIX A
Section A102.1 of the California Wildland-Urban Interface Code is amended to read as follows:

A102.1 General. Vegetation control shall comply with Sections A102.2 through A102.4 and with Chapter 6.

Section A105.1 of the California Wildland-Urban Interface Code is amended to read as follows:

A105.1 General. In addition to the requirements of the California Fire Code, Ordinance 787 and Chapter 6, storage and use of the materials shall be in accordance with Sections A105.2 through A105.4.2.

Section A105.4 of the California Wildland-Urban Interface Code is amended to read as follows:

A105.4 Combustible Materials. Outside storage of Combustible Materials such as, but not limited to, wood, rubber tires, building materials, or paper products shall comply with the other applicable sections of this Ordinance and this section. Storage of pallets shall be in accordance with Section 5, Section 2810. Storage and processing of wood chips, hogged materials, fines, Compost, Compostable Material, Mulch, solid biomass, raw product, and combustible yard waste and recycle material shall be in accordance with Section 5, Section 2808.

8.30.030 Penalties.

A. It is unlawful for any person, firm, corporation or association of persons to. Violate any provision of this chapter, or to violate the provisions of any permit granted pursuant to this chapter. Any person, firm, corporation or association of persons violating any provision of this chapter or the provisions of any permit granted pursuant-to this chapter; shall be deemed guilty of an infraction or misdemeanor as hereinafter specified.· Such person or entity shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter or the provisions of any permit granted pursuant to this chapter, is committed, continued, or permitted.

B. Any person, firm, corporation or association of persons so convicted shall be: (1) guilty of an infraction offense and punished by a fine not exceeding $200.00 for a first violation; (2) guilty of an infraction offense and punishable by a fine .not exceeding

$300.00 for a second violation on the same site. The third and any additional violations on the same site shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding $1,000.00 or six months in jail or both. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor. Payment of any penalty herein shall not relieve a person or entity from the responsibility for correcting the violation.

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.

SECTION 7. 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 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 October, 2025.

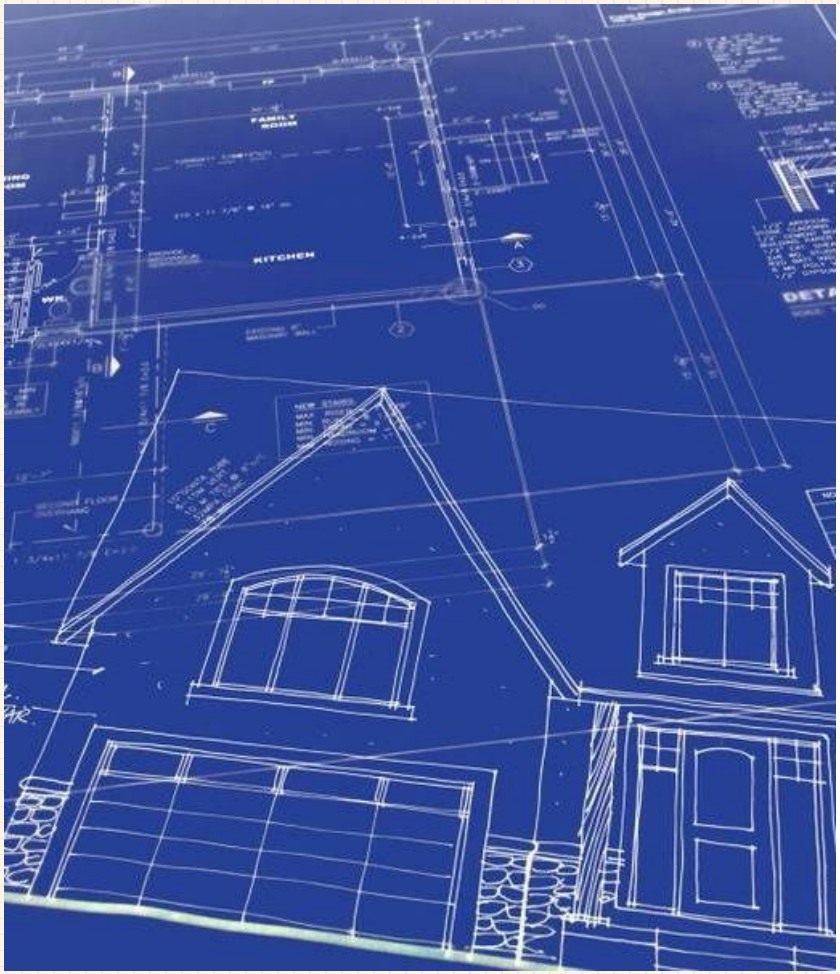
_____
Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales, CMC
City Clerk



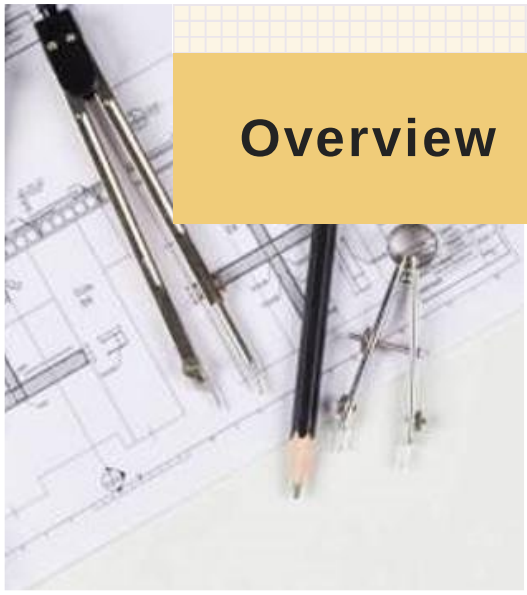
City of Wildomar – 2025 California Building Standards Code Update

PRESENTED BY:

M. SCOTT BURNS

CHIEF BUILDING OFFICIAL







Overview

- California Building Standards Commission is the regulatory body that has the responsibility of adopting the minimum standards of construction and producing the California Building Standards Code (Title 24), which is updated every 3 years.
- The Health & Safety Code mandates that all Counties and or Cities adopt an Ordinance adopting by reference the California Building Standards Code.
- Since these Codes apply statewide, local Jurisdictions may make any local amendments needed, provided that the need can be substantiated.
- 2025 Code editions become effective January 1, 2026

Major Change: Structural & Safety (CBC)





Updated seismic design standards to reflect the latest USGS hazard maps.

- **Benefit: Greater protection for life safety and reduced earthquake damage**

New provisions for tall mass timber buildings (Type IV construction)

- **Benefit: Supports sustainable construction and innovative housing opportunities**

Accessibility aligned with updated ADA requirements (ICC A117.1–2017)

- **Benefit: Improves accessibility for persons with disabilities and aging residents**

Major Change: Residential Code (CRC)



Table R301.2 expanded from 12 to 13 criteria (new wind design categories)

- **Benefit: Provides more accurate design criteria for Wildomar's conditions**

Clarified requirements for Accessory Dwelling Units (ADUs)

- **Benefit: Enhances safety in ADUs while supporting housing goals**

Enhanced fire separation between attached residential units

- **Benefit: Reduces risk of fire spread, improving resident safety**

Major Change: Fire & WUI Code

Adoption of Wildland–Urban Interface (WUI) Code, Part 7

- **Benefit: Reduces wildfire vulnerability and aligns with Cal Fire best practices**

Requires ignition-resistant construction materials

- **Benefit: Protects homes and lives in high-risk areas**

Strengthens defensible space and vegetation clearance requirements

- **Benefit: Reduces risk of wildfire spread into developed areas**



Major Change: Energy & Green Building

Stronger energy efficiency standards for new buildings

- **Benefit: Lowers energy bills and reduces greenhouse gas emissions**

Expanded requirements for solar PV and battery storage readiness

- **Benefit: Improves energy resilience during outages and peak demand**

EV charging infrastructure requirements (CALGreen)

- **Benefit: Supports transition to electric vehicles**

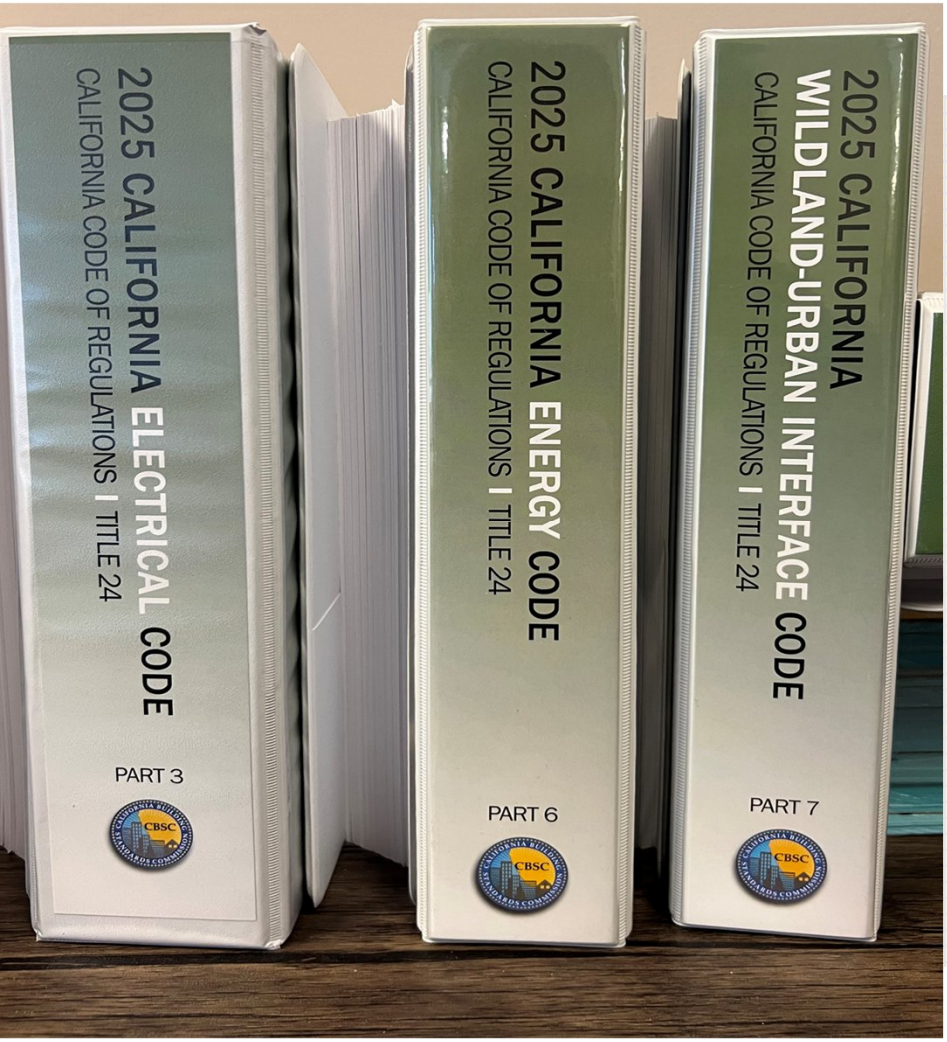
Improved indoor air quality standards

- **Benefit: Protects residents from wildfire smoke and outdoor pollution**

Enhanced water conservation measures

- **Benefit: Saves resources and lowers long-term costs**





Local Amendments – Wildomar

Adoption of 2025 CRC Table R301.2 with Wildomar's design values

- **Benefit: Ensures buildings are designed for local conditions, improving safety and durability**

Fire Code amendments prepared by the Riverside County Fire Department

- **Benefit: Provides stronger and locally tailored fire protection standards**

Adoption of the 2025 Wildland–Urban Interface Code (Part 7)

- **Benefit: Reduces wildfire vulnerability through ignition-resistant construction and defensible space**

Administrative amendments to Title 15 (permits, appeals, enforcement)

- **Benefit: Maintains clear processes and improves compliance**

Next Steps

- First reading and introduction of the ordinance
- Set Public Hearing Date
- Hold Public Hearing and second reading for adoption at the November 12, 2025, City Council meeting.
- Codes effective January 1, 2026







Questions?

CITY OF WILDOMAR
REGULAR MEETING
FUTURE AGENDA ITEMS

Meeting Date: October 13, 2025

SUBJECT: Future Agenda Items

SUBMITTED BY: Janet Morales

ACTION:
Title- Councilmember-Anticipated Date
1. Expand Pavement Management/Road Rehab Program for private/public roads - Marquez - Nov. 2025
2. Street Lighting Options for certain neighborhoods - Marquez - In process
3. Discuss potential Public Safety Subcommittee - DePhillippo - TBD
~~4. Shed Setback from property line - DePhillippo - Oct. 2025~~
5. Policy for private maintenance on walls due to graffiti - Morabito - TBD
6. Anti-loitering Options - Morabito - TBD
7. Sober-living home Ordinance - Moore - TBD