CITY COUNCIL/CEMETERY DISTRICT - CC - REGULAR MEETING

WEDNESDAY, SEPTEMBER 13, 2023

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

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

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

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

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

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

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

ROLL CALL

PUBLIC COMMENTS

CLOSED SESSION

CLOSED SESSION

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

2. The City Council will meet in closed session to hold a conference with its Labor Negotiator regarding Unrepresented Employee pursuant to Government Code 54957.6.
Agency representative: Joseph Morabito
Unrepresented employee: City Manager

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

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

FLAG SALUTE

PRESENTATIONS
1. Proclamation: Constitution Week

DEPARTMENT REPORTS

Fire Department Quarterly Update May - June 2023

RECOMMENDATION:
Receive and file the report.

City Clerk Department Update
Presented By: Janet Morales, City Clerk's Office

RECOMMENDATION:
Receive and file the report.

General Plan Update Progress Report #14
Presented By: Matthew Bassi, Planning Department

RECOMMENDATION:
Receive and File.

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

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

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

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

1.1 Reading of Ordinances

RECOMMENDATION:
Approve the reading by title only of all Ordinances on this agenda.

1.2 Minutes - July 18, 2023 - Special Meeting

Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Approve the minutes as presented

1.3 July 2023 City Treasurers Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Staff recommends that the City Council approve the Treasurer's Report for July 2023.

1.4 Second Amendment to Agreement with Spicer Consulting Group

Presented By: Heidi Schrader , Administrative Services Department

RECOMMENDATION:
Approve and Authorize the City Manager to Execute the Second Amendment to the Agreement with Spicer Consulting Group For On-Call Assessment Engineering and Special Tax Services

1.5 CIP 025-1 Clinton Keith Road Widening - Retain Interwest Consulting Group to Provide Right of Way Acquisition Services

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the Public Works Director to execute a Task Order in the amount of $125,000 with Interwest Consulting Group to provide right-of-way acquisition services for the Clinton Keith Road Widening Project (CIP 025-1).

1.6 Cooperative Agreement with Riverside County Flood Control and Water Conservation District and D.R. Horton Los Angeles Holdings Company, Inc., a California corporation. - Project No. 22-0147, Tract Map 31896

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

1. Authorize the City Manager to execute the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (RCFC) and D.R. Horton Los Angeles Holding Company, Inc., a California corporation (Developer).
2. Authorize the City Manager to make minor changes to the Cooperative Agreement if deemed necessary.

1.7 **Consideration of annual reporting of completed State mandated fire and life safety inspections by the City of Wildomar in compliance with SB 1205 for Fiscal Year 2022-2023.**
Presented By: Lonny Olson , Fire Department

RECOMMENDATION:
Adopt a resolution entitled:

RESOLUTION NO. 2023- ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE RIVERSIDE COUNTY FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRING ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13145, 13146, and 17921 OF THE CALIFORNIA HEALTH AND SAFETY CODE

1.8 **City of Wildomar Write-Off Of Uncollectible Accounts Policy**

RECOMMENDATION:
Adopt a Resolution entitled: RESOLUTION NO. 2023- ___ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS POLICY AND ESTABLISHING AUTHORITY LEVELS TO WRITE-OFF UNCOLLECTIBLE ACCOUNTS RECEIVABLE

1.9 **Second Amendment to Agreement with Commercial Building Management Inc. for Facilities Janitorial Services for the City of Wildomar Parks.**
Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:
Approve and Authorize the City Manager to execute an Agreement for Service Contract with Commercial Building Management Inc. (CBM Inc.) to provide Facilities Janitorial Services to the City of Wildomar Parks.

1.10 **Holiday Home Decoration and Calendar Contest**
Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:
To receive and file the Home Decorating and Calendar Contest by the Community Services Department.

1.11 Warrant Register Aug 2023

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Year 2022/2023

1. Warrant Register dated 08-03-2023 in the amount of $529,938.55.
2. Warrant Register dated 08-10-2023 in the amount of $96,724.49
3. Warrant Register dated 08-17-2023 in the amount of $96,991.60.
4. Warrant Register dated 08-24-2023 in the amount of $157,608.90.
5. Warrant Register dated 08-31-2023 in the amount of $5,892.96.

For Fiscal Year 2023/2024

6. Warrant Register dated 08-03-2023 in the amount of $94,508.33.
7. Warrant Register dated 08-10-2023 in the amount of $84,099.64.
8. Warrant Register dated 08-17-2023 in the amount of $76,415.14.
9. Warrant Register dated 08-24-2023 in the amount of $175,524.78.
10. Warrant Register dated 08-31-2023 in the amount of $218,243.62.
11. Wire Transfer Register dated 07-31-2023 in the amount of $112,600.61.
12. Payroll Register dated 08-01-2023 in the amount of $357,871.77.

1.12 Amendment to FY 2023-2026 Urban County Cooperating Agreements

Presented By: Daniel A York , City Clerk's Office

RECOMMENDATION:

Authorize the Mayor to execute the amendment.

2. PUBLIC HEARINGS

2.1 **Public Hearing for Annexation No. 5 (Avalino, TR31896) - Consideration of Territory to be Annexed into Community Facilities District No. 2022-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring Election Results for CFD 2022-1 (Services), Annexation No. 5**

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

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

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 5)

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

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 5)

2.2 **Public Hearing for Annexation No. 6 (Tres Lagos Apartments, LLA 2022-004) - Consideration of Territory to be Annexed into Community Facilities District No. 2022-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2022-1 (Services), Annexation No. 6**

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

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

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 6)

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

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 6)

2.3 Public Hearing - Establishment of Community Facilities District No. 2023-1 (Avalino)

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:

Adopt the following Resolutions:

RESOLUTION NO. 2023 -__,
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

RESOLUTION NO. 2023 -__,
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $15,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR AND CALLING AN ELECTION THEREIN

And

RESOLUTION NO. 2023 -__,
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR CERTIFYING ELECTION RESULTS

Introduce and read by title only:

ORDINANCE NO. ___-___
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR AUTHORIZING THE LEVY OF SPECIAL TAXES

2.4 **Consideration of Resolution of Necessity for Condemnation of Vacant Property located at the Southeast Corner of Palomar Street and Gruwell Street for the Palomar Street Widening Project, Phase 2 (CIP 028-2)**
Presented By: Thomas D Jex , Public Works/ Engineering Department

RECOMMENDATION:

1. Conduct a hearing on the proposed Resolution 2023-__ of the City of Wildomar finding and determining that the public interest, convenience, and necessity require the acquisition of certain property for public purposes; and
2. Review the evidence presented, including this staff report and public comments, and close the hearing; and
3. Find that on November 10, 2021, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the Planning Director approved a Notice of Exemption for the Project, and that no additional CEQA findings are required for the Project.
4. Adopt the attached Resolution 2023- __ entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES.

2.5 **Consideration of Resolution of Necessity for Condemnation of Improved Property located at 23690 Bundy Canyon Road for the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2)**
Presented By: Thomas D Jex , Public Works/ Engineering Department

RECOMMENDATION:

1. Conduct a hearing on the proposed Resolution 2023-__ of the City of Wildomar finding and determining that the public interest, convenience, and necessity require the acquisition of certain property for public purposes; and
2. Review the evidence presented, including this staff report and public comments, and close the hearing; and
3. Find that on September 10, 2014, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the City Council adopted Resolution 2014-048 certifying an Environmental Impact Report for the Project, and that on September 9, 2020, the City Council adopted Resolution 2020-62, approving an Addendum to the Environmental Impact Report, and that no additional CEQA findings are required for the Project; and
4. Adopt Resolution 2023- __ entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES.

2.6 Consideration of Resolution of Necessity for Condemnation of Vacant Property located at 23263 Bundy Canyon Road for the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2)

Presented By: Thomas D Jex , Public Works/ Engineering Department

RECOMMENDATION:

1. Conduct a hearing on the proposed Resolution 2023-__ of the City of Wildomar finding and determining that the public interest, convenience, and necessity require the acquisition of certain property for public purposes; and
2. Review the evidence presented, including this staff report and public comments, and close the hearing; and
3. Find that on September 10, 2014, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the City Council adopted Resolution 2014-048 certifying an Environmental Impact Report for the Project, and that on September 9, 2020, the City Council adopted Resolution 2020-62, approving an Addendum to the Environmental Impact Report, and that no additional CEQA findings are required for the Project; and
4. Adopt Resolution 2023- __ entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES.

3. GENERAL BUSINESS

3.1 Quality Business Incentive Program (QBIP)

Presented By: Kimberly Davidson , Economic Development Department

RECOMMENDATION:

Please receive and file.

3.2 Update on Business Registrations: Fee Holiday and Audit

Presented By: Kimberly Davidson , Economic Development Department

RECOMMENDATION:

Staff recommends that City Council continue with the Business Registration audit, but also impose an Administrative Citation as per Chapter 1.16.080 of the Wildomar Municipal Code as a penalty for continued non-compliance. The Administrative Citation is listed as the penalty for Business Registration violation in Chapter 5.68.160 of the WMC.

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

Future Agenda Items

RECOMMENDATION:
Title- Councilmember-Anticipated Date
1. Amend Fencing Requirements - Benoit - Nov 2023
2. Official reserve policy - Marquez - Nov 2023

ADJOURN THE CITY COUNCIL MEETING

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

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

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

PUBLIC COMMENTS

BOARD COMMUNICATIONS

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

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

4.1 Cemetery Minutes - August 9, 2023 Regular Meeting
Presented By: Janet Morales , City Clerk's Office

RECOMMENDATION:
Approve the Minutes as presented

4.2 July 2023 Cemetery Treasurers Report
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
Staff recommends that the Board of Trustees approve the Treasurer’s Report for July 2023.

4.3 Warrant Register Cemetery Aug 2023

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Year 2022/2023

1. Warrant Register dated 08-17-2023 in the amount of $920.32.

For Fiscal Year 2023/2024

1. Warrant Register dated 08-03-2023 in the amount of $3,532.23.
2. Warrant Register dated 08-10-2023 in the amount of $169.49.
3. Warrant Register dated 08-17-2023 in the amount of $704.74.
4. Warrant Register dated 08-31-2023 in the amount of $5,237.93.

5. CEMETERY PUBLIC HEARINGS

6. CEMETERY GENERAL BUSINESS

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

PARTICIPATION

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

1. You may view the Regular Session meeting live on the City of Wildomar's website at http://www.cityofwildomar.org or on cable TV through Frontier Channel 36 or AT&T channel 99.

2. You may participate in person.

PUBLIC COMMENT: During Public Comment not on the agenda and after each Agenda Item, the Mayor will announce Public Comment. If you would like to speak on that item, please fill out a public comment card and submit it in the inbox at the front of the room. When the City Clerk announces your name, please come up to the podium. Public Comments are limited to 3 minutes or such other time as the Council may provide. Per the Brown Act, City Council members are not allowed to respond to public comments not on the agenda. If you would like to be contacted, please leave your email or contact number on the public comment card.

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: https://www.cityofwildomar.org/129/Agendas-Minutes. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available by appointment for public inspection at City Hall during regular business hours.

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

AFFIDAVIT OF POSTING

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

Heidi Jemane-Lobjoit
Deputy City Clerk

Note: An amended agenda was published and posted on Friday, September 8, 2023, adding Item 1.12 to the Consent Calendar.

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

Heidi Jemane-Lobjoit
Deputy City Clerk

CITY OF WILDOMAR
CC - REGULAR MEETING
CLOSED SESSION
Meeting Date: September 13, 2023

SUBJECT: CLOSED SESSION

ACTION:

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

2. The City Council will meet in closed session to hold a conference with its Labor Negotiator regarding Unrepresented Employee pursuant to Government Code 54957.6.
Agency representative: Joseph Morabito
Unrepresented employee: City Manager

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: September 13, 2023

SUBJECT: Fire Department Quarterly Update May - June 2023

ACTION:
Receive and file the report.

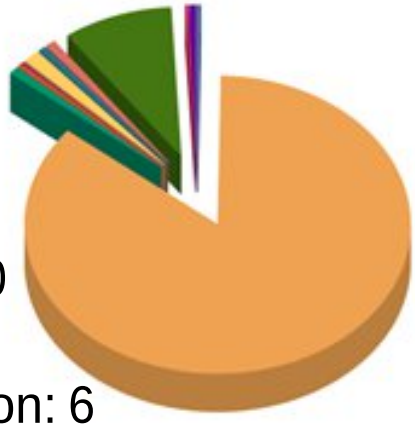
ATTACHMENTS:
1. Wildomar Fire Dept. Quarterly update 2023 Apr - June 2023



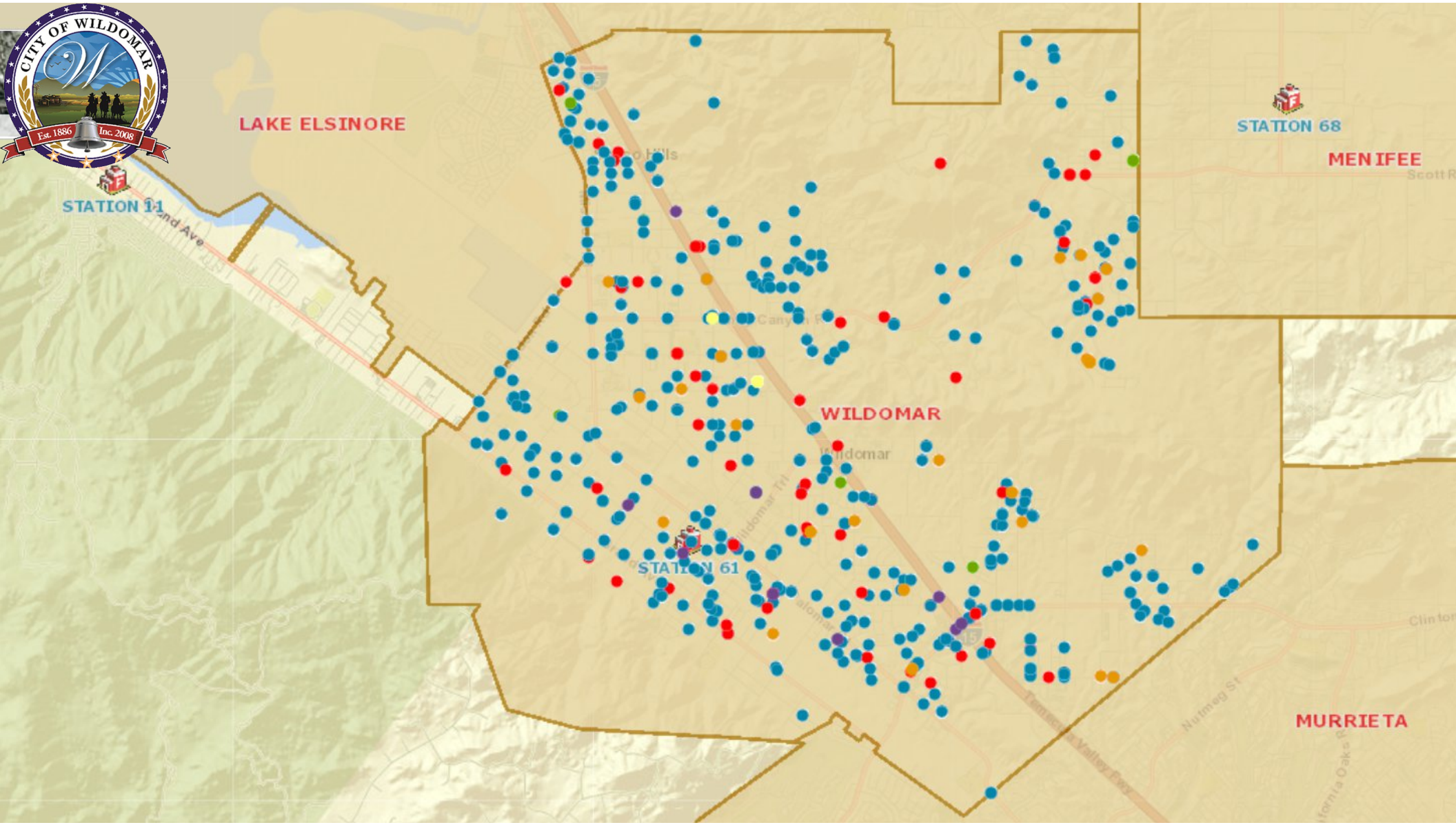
CITY OF WILDOMAR
CAL FIRE/Riverside County Fire
Quarterly Report

CALLS FOR SERVICE STATISTICS

- Emergency response time averaged 5.0 minutes.
- 948 Calls for Service
- Wildomar Fire Station 61 = 609
  - Fire Engine 61= 375
  - Medic Squad 61= 410
- Canyon Hills Fire Station: 40
- Menifee Fire Station: 98
- Rancho California Fire Station: 6
- Bear Creek Fire Station: 195



Haz Mat	2	0.3%
Medical	586	85.4%
Other Fire	7	1.0%
Other Misc	1	0.1%
Public Service Assist	3	0.4%
Res Fire	8	1.2%
Ringing Alarm	4	0.6%
Standby	7	1.0%
Traffic Collision	62	9.0%
Vehicle Fire	3	0.4%
Wildland Fire	3	0.4%
Total:	686	100.0%


LAKE ELSINORE
STATION 11
STATION 68
MENIFEE
WILDOMAR
STATION 61
MURRIETA


CALIFORNIA CONSERVATION CORPS
LOS PIÑOS
FIRE CREW
CAL FIRE


FIREWORKS PROHIBITED
SE PROHÍBE LOS FUEGOS ARTIFICIALES
IN RIVERSIDE COUNTY
RIVERSIDE COUNTY ORDINANCE 858
CAL FIRE
714-300-6101




LAKE ELSINORE


FIREWORKS PROHIBITED
SE PROHÍBE LOS FUEGOS ARTIFICIALES
IN RIVERSIDE COUNTY
RIVERSIDE COUNTY ORDINANCE 858



OFFICE OF THE FIRE MARSHAL

PLAN REVIEW:

- 106 (April, May, June) and 183 year to date.
- Average turn around time of 10 days

FIRE INSPECTIONS:

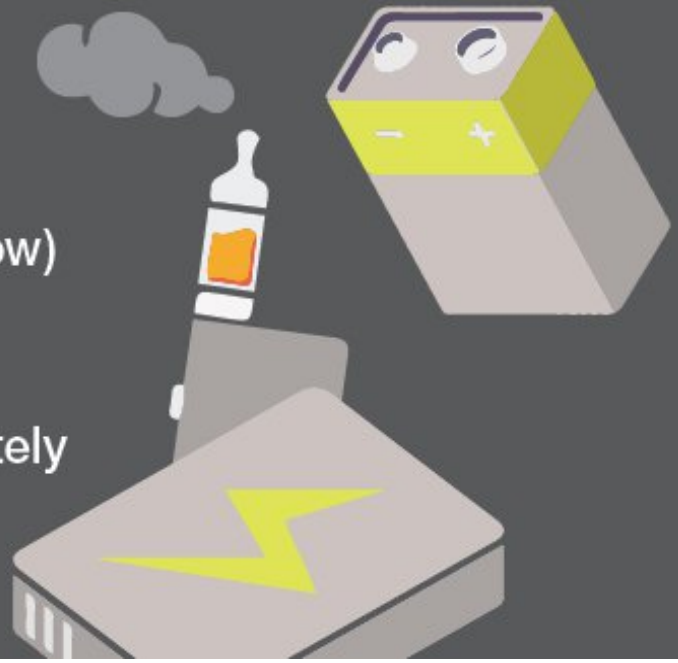
- 2163 (April, May, June) and 3435 Year to date.
  - 3121 Weed abatement.
- Averaged 2 day turn around time.



LITHIUM-ION BATTERY SAFETY

Use these safety tips to avoid danger when at home or traveling with lithium battery-powered devices and chargers:

- Don't use off-brand products
- Follow manufacturer's guidelines on charging
- Keep away from hot surfaces and flammable materials
- Provide air flow (e.g., don't wrap in blanket or under pillow)
- Don't use cords that show damage
- Look for UL-certified products
- Feels hot enough to hurt? Stop using/charging immediately
- Call 9-1-1 if you see smoke or flames





CITY OF WILDOMAR
CAL FIRE/Riverside County Fire
Quarterly Report

Thank you.

Presented by Chief Lonny Olson

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: September 13, 2023

SUBJECT: City Clerk Department Update

SUBMITTED BY: Janet Morales

ACTION:
Receive and file the report.

ATTACHMENTS:
1. City Clerk Update Presentation

CITY CLERK DEPARTMENT UPDATE



STREAMING/VIDEO UPDATE

City Council, Planning Commission, Measure Z and Measure AA Oversight Advisory Committees



Seamless

Agenda will be available next to the video so users can follow along easily

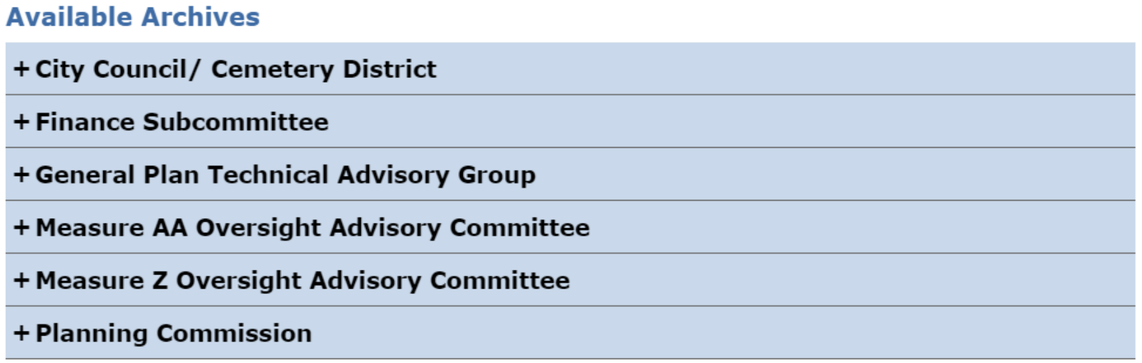
Transparent

Videos will be archived next to the agenda and minutes- find everything in one place

Indexed

Videos will be indexed after the meeting so users can click on the item they would like to watch

AGENDA MANAGEMENT



Seamless

Importing all agendas and minutes from 2008 into the available archives in the agenda management system

Transparent

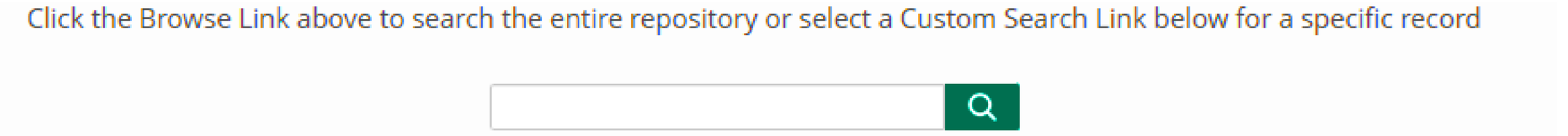
All agendas and minutes will be centralized in one location on the website

Searchable

All agendas and minutes will be searchable & easy to find

RECORDS MANAGEMENT

Laserfiche®



Trustworthy

All permanent records are being migrated into a legally required, trust worthy electronic system - Laserfiche

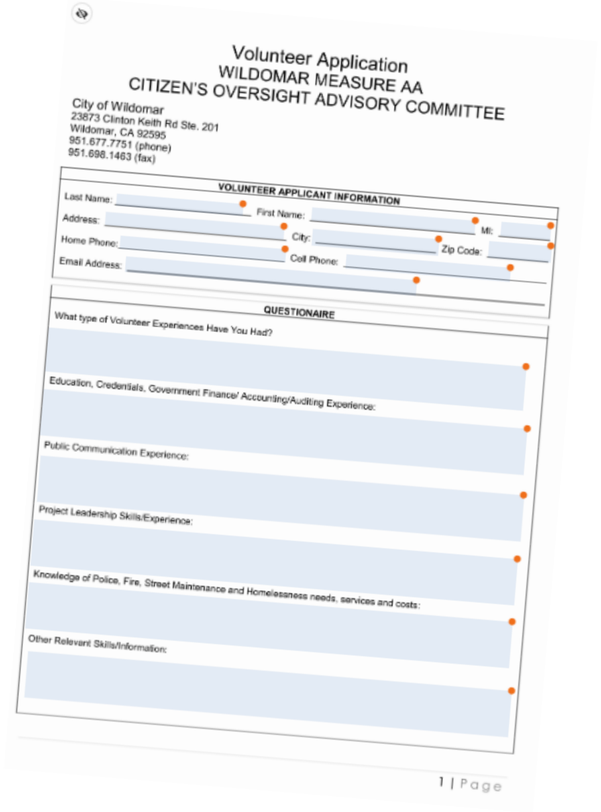
Electronic

Permanent paper records from 2008-2020 will be scanned into Laserfiche

Transparent

All Ordinances, Resolutions, Agreements, Building Permits, Planning Projects, Public Works Plans will be available to the public without having to submit a records request

ELECTRONIC APPLICATIONS



Volunteer Application
WILDOMAR MEASURE AA
CITIZEN'S OVERSIGHT ADVISORY COMMITTEE

City of Wildomar
23873 Clinton Keith Rd Ste. 201
Wildomar, CA 92595
951.677.7751 (phone)
951.698.1463 (fax)

VOLUNTEER APPLICANT INFORMATION

Last Name: First Name: MI:
Address: City: Zip Code:
Home Phone: Cell Phone:
Email Address:

QUESTIONAIRE

What type of Volunteer Experiences Have You Had?

Education, Credentials, Government Finance/ Accounting/Auditing Experience:

Public Communication Experience:

Project Leadership Skills/Experience:

Knowledge of Police, Fire, Street Maintenance and Homelessness needs, services and costs:

Other Relevant Skills/Information:

1 | Page

Seamless

All applications on the website will be available to complete and submit electronically

Efficient

Agreements and applications can be electronically signed and/or routed and plans uploaded. Save time.

Overall faster process with less errors!

QUESTIONS?

Janet Morales
City Clerk
jmorales@cityofwildomar.org
951-677-7751 x 210

CITY OF WILDOMAR
CC - REGULAR MEETING
DEPARTMENT REPORT
Meeting Date: September 13, 2023

SUBJECT: General Plan Update Progress Report #14

SUBMITTED BY: Matthew Bassi

PREPARED BY: Matthew Bassi

ACTION:
Receive and File.

BACKGROUND:
Staff provided the City Council with a verbal briefing of the General Plan Update at its last meeting on August 9, 2023. This current briefing (#14) primarily covers the month of August 2023. The following is a summary of the recent task assignments completed this past month or so, and the tasks/assignments coming forth over the next 30+ days. For more details and up-to-date items, please peruse the General Plan Update project website: https://envisionwildomar2040.com.

DISCUSSION:
Tasks/Assignments Accomplished (Last 30+ days / August 2023):

- The GP team continues to work on the General Plan Goals and Policies document (July – Oct. 2023).
- Staff met with EVMWD staff (8/30) to discuss water supply demand and build out projections.
- "Coffee with the City" presentation was held on August 16th. It was a great turnout for this pop-up event...lots of good questions...and answers.

Upcoming Tasks/Assignments (Next 30 – 60 days +):

- Required Notice of Preparation (NOP) for the EIR was released for its 30-day public review period on September 7 which will conclude on October 6, 2023.
- Staff will meet with the GP consultant team on September 14 to kick-off work on the new

Wildomar Development Code.

- Required EIR Scoping meeting (Zoom meeting) is scheduled for Monday, September 25, 2023 at 5 pm.
- Work is continuing on the General Plan goals and policies document for the next several months.
- Work is continuing on the draft EIR with an anticipated completion of the 1st admin. DEIR around November 2023. Staff hopes to release the DEIR for its 45-day public review period around the end of January 2024.
- GPAG Meeting #5 is being scheduled for early October 2023 to discuss the GP goals and policies document.
- Public Workshop #3 to discuss the Goals and Policies is tentatively scheduled for November 2023.

Website Stats/Information:

- Roughly 3,200 unique visitors to the GP Website since its release in June 2022.
- There were 100 unique visitors in August 2023.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.1
Meeting Date: September 13, 2023

SUBJECT: Reading of Ordinances

SUBMITTED BY: Janet Morales

ACTION:
Approve the reading by title only of all Ordinances on this agenda.

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.2
Meeting Date: September 13, 2023

SUBJECT: Minutes - July 18, 2023 - Special Meeting

SUBMITTED BY: Janet Morales

ACTION:
Approve the minutes as presented

ATTACHMENTS:
1. 07-18-2023 Special Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL CC - SPECIAL MEETING
TUESDAY, JULY 18, 2023
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595
Special Session 6:00 PM

CALL TO ORDER - SPECIAL MEETING

The meeting was called to order by Mayor Morabito at 6:00 p.m.

ROLL CALL

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

Members absent: Dustin Nigg

Staff in attendance: City Attorney Jex, Community Development Director Bassi, Public Works Director Farag, Economic Development Director Davidson, Development Manager Stadnik, City Clerk Morales

FLAG SALUTE

The flag salute was led by Councilmember Marquez.

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Bridgette Moore; seconded by Carlos Marquez to Approve the agenda as presented.

Motion Passed: 4 - 0

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

1. CONSENT CALENDAR

No items scheduled.

2. PUBLIC HEARINGS

No items scheduled.

3. GENERAL BUSINESS

3.1 Draft General Plan Land Use Plan / Circulation Roadway Network Map - City Council Study Session

Community Development Director Bassi presented the staff report.

Margaret and Garrett Solis provided public comments.

Moved by Bridgette Moore; seconded by Carlos Marquez to Approve the use of the proposed draft General Plan Land Use Plan and draft Circulation Roadway Network Map with the following changes:

1. Change the land use designation from MDR to LDR for 2 properties (APN: 380-530-014 & 380-530-012); and

2. Keep the existing land use designations of EDR and VLDR for the 9 properties on Rancho Mirlo Road south of Clinton Keith Rd.

AND

Direct the Planning Department to move forward with the preparation of the General Plan goals and policies evaluation of the potential impacts for the General Plan Program Environmental Impact Report (EIR).

Motion Passed: 4- 0

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

ADJOURN THE CITY COUNCIL MEETING

There being no further business, Mayor Morabito adjourned the meeting at 9:01 p.m.

Submitted by:

_____
Janet Morales, CMC
City Clerk

Approved by:

_____
Joseph Morabito
Mayor

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.3
Meeting Date: September 13, 2023

SUBJECT: July 2023 City Treasurers Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:
Staff recommends that the City Council approve the Treasurer's Report for July 2023.

SUMMARY:
July 2023 City Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of July 2023. The City utilizes both the California State Treasurer's Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP) for its city investments.

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

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

ACCOUNT CODE:
100-1012
100-1011
110-1011
115-1011
120-1011
212-1011
300-1011
301-1011

440-1011
461-1011

ATTACHMENTS:
July 2023 City Treasurer's Report

CITY OF WILDOMAR
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
July 2023

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 6,618,225.17	$ 5,075,680.90	(4,324,057.43)	$ 7,369,848.64	1.650%
		TOTAL	$ 6,618,225.17	$ 5,075,680.90	$ (4,324,057.43)	$ 7,369,848.64	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	AVERAGE DAYS TO MAT.	STATED RATE
100	LOCAL AGENCY INVESTMENT FUND	$ 4,852,607.19	$ 4,852,607.19	$ 4,852,607.19	14.44%	0	3.305%
Various	CAMP POOL	$ 11,604,048.46	$ 11,604,048.46	$ 11,604,048.46	34.52%	0	5.240%
Various	CAMP MANAGED ACCOUNT	$ 17,222,351.81	$ 17,222,351.81	$ 17,157,193.90	51.04%	764	Variable
	TOTAL	$ 33,679,007.46	$ 33,679,007.46	$ 33,613,849.55	100.00%		

CITY	TOTAL CASH AND INVESTMENTS	$ 41,048,856.10

BREAKDOWN

FUND		ISSUER	BEGINNING BALANCE	+ PURCHASES	+ INTEREST DEPOSITED	(-) WITHDRAWALS/ SALES	ENDING BALANCE	STATED RATE
100	General	LOCAL AGENCY INVESTMENT FUNDS	$ 4,814,806.28	$ 0.00	$ 37,800.91	$ 0.00	$ 4,852,607.19	3.305%
100	General	CAMP POOL	$ 3,234,491.19	$ 0.00	$ 14,599.04	$ 0.00	$ 3,249,090.23	5.240%
115	ARPA	CAMP POOL	$ 6,898,798.48	$ 0.00	$ 31,138.09	$ 0.00	$ 6,929,936.57	5.240%
461	DIF Park Imp	CAMP POOL	$ 1,014,904.04	$ 0.00	$ 4,580.82	$ 0.00	$ 1,019,484.86	5.240%
301	ENDWMNT	CAMP POOL	$ 403,714.61	$ 0.00	$ 1,822.19	$ 0.00	$ 405,536.80	5.240%
100	General	CAMP MANAGED ACCOUNT	$ 6,002,602.98	$ 0.00	$ 17,672.46	$ 0.00	$ 6,020,275.44	Variable
110	DEVAG	CAMP MANAGED ACCOUNT	$ 488,332.17	$ 0.00	$ 1,435.36	$ 0.00	$ 489,767.53	Variable
120	AA	CAMP MANAGED ACCOUNT	$ 6,103,729.58	$ 0.00	$ 17,940.77	$ 0.00	$ 6,121,670.35	Variable
212	WASTE	CAMP MANAGED ACCOUNT	$ 1,011,781.84	$ 0.00	$ 2,973.93	$ 0.00	$ 1,014,755.77	Variable
300	CEM	CAMP MANAGED ACCOUNT	$ 1,011,781.84	$ 0.00	$ 2,973.93	$ 0.00	$ 1,014,755.77	Variable
440	DIF Roads	CAMP MANAGED ACCOUNT	$ 2,553,621.06	$ 0.00	$ 7,505.88	$ 0.00	$ 2,561,126.94	Variable
		TOTAL	$ 33,538,564.08	$ 0.00	$ 140,443.38	$ 0.00	$ 33,679,007.46	

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

8/31/2023
Date

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.4
Meeting Date: September 13, 2023

SUBJECT: Second Amendment to Agreement with Spicer Consulting Group

SUBMITTED BY: Heidi Schrader

PREPARED BY: Heidi Schrader

ACTION:
Approve and Authorize the City Manager to Execute the Second Amendment to the Agreement with Spicer Consulting Group For On-Call Assessment Engineering and Special Tax Services

SUMMARY:
This Second Amendment revises the compensation and method of payment, setting a not to exceed amount of Four Hundred Sixty-Eight Thousand Dollars ($468,000). It also sets the fees for 2023 - 2024 and authorizes an annual 2% escalator for fees related to CFD 2022-1 and new facilities/bonded CFDs.

BACKGROUND:
The City and Spicer Consulting Group entered into an agreement for on-call assessment engineering and special tax services on October 12, 2016 after a competitive Request for Proposal process. At that time, the agreement had a three year term with two optional one year extensions and included a total compensation limit of Forty thousand - five hundred dollars ($40,500). The First Amendment to that agreement, dated May 13, 2020, removed the term set in the original agreement and maintained that either party to the agreement can terminate the agreement subject to the provisions of Section 20 "Termination of Agreement".

DISCUSSION:
The services provided by Spicer Consulting Group meet the standards established by the City and both parties desire to extend the current agreement, adjusting the fee schedule for inflation and adding an escalator to certain fees. The Second Amendment to the agreement adopts the fee schedule for 2023-24 and sets the overall contract amount not to exceed Four Hundred Sixty-Eight Thousand Dollars ($468,000). It also adds a 2% escalator to fees associated with CFD 2022-1 and new facilities/bonded CFDs.

Amending the contract adds in flexibility as the City continues to form new CFDs and develop and annex new neighborhoods into existing City CFDs to pay for facilities and services. While the development timeline within the City for the next three years is not known, projections based on prior development would indicate that the not to exceed amount will be sufficient for at least three years of on-call assessment engineering and special tax services.

Attachment A includes the proposed Amendment No. 2 (Amendment) to the Agreement. It includes fees for annual administration services for all recently formed CFDs and adds in flexibility for new CFD formations.

FISCAL IMPACT:
There is no General Fund Impact. Fees will be paid through developer deposits, assessments, special tax, and bond proceeds.

ATTACHMENTS:
Spicer Consulting Group Second Amendment to Agreement v.2.docx

SECOND AMENDMENT TO AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,
a municipal corporation

and

SPICER CONSULTING GROUP

Dated September __, 2023

SECOND AMENDMENT TO AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
SPICER CONSULTING GROUP

This Second Amendment to Agreement for Services ("Second Amendment") is entered into as of this ____ day of September 2023 by and between the City of Wildomar, a municipal corporation ("City") and Spicer Consulting Group, LLC ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. The City and Service Provider entered into Services Agreement ("Agreement") for on-call assessment engineering and special tax services on October 12, 2016, after issuing a Request for Proposal ("RFP") and evaluating the proposals received in response to the RFP.

B. The Parties entered into a First Amendment, dated May 13, 2020, that amended Section 1, relating to the term, by removing the time set in the Agreement and maintaining that the Agreement is subject to the provisions of Section 20 "Termination of Agreement"; amended Section 4, relating to compensation, by removing the total compensation amount because the Agreement is intended to be an on-going Annual Service Agreement; and amended Exhibit B as referenced in Section 4 for a rate of pay for 1.C. CFD Administration at $8,500.

C. This Second Amendment amends Section 4 and Exhibit B as referenced in Section 4, relating to compensation.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this Second Amendment which modifies and amends the Agreement as follows:

1. **AMENDMENT.** The Agreement is hereby modified and amended as follows:

1.1 Section 4, paragraph a, of the Agreement is amended in its entirety to read as follows:

SECTION 4. COMPENSATION AND METHOD OF PAYMENT

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation under this Agreement, including reimbursement for actual expenses, shall not exceed Four Hundred Sixty-Eight Thousand and 00/100 Dollars ($468,000.00), unless

additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. The fees identified and set forth in Exhibit B, "Compensation" shall be subject to an annual escalation of two percent (2%), such increase to commence as of July 1, 2024, and on each July 1 thereafter. Additional services may be included in Exhibit B subject to the limitation of the not-to-exceed amount of compensation set forth in this Section 4. ***Prior to Consultant commencing work on any Scope of Service, City shall issue a Work Order Notice to Proceed.***

1.2 Exhibit B of the Agreement is amended in its entirety to read as set forth in Attachment 1 to this Second Amendment, attached hereto and incorporated herein by this reference.

2. **GENERAL PROVISIONS.**

2.1. **Remainder Unchanged**. Except as specifically modified and amended in this Second Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2. **Integration**. This Second Amendment consists of pages 1 through 4 and Attachment 1, inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Second Amendment.

2.3. **Effective Date**. This Second Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Service Provider.

2.4. **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this Second Amendment.

2.5. **References**. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Second Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this Second Amendment.

[Signatures appear on following page]

[Remainder of this page intentionally left blank]

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

CITY

CITY OF WILDOMAR

By: _____
Dan York, City Manager

ATTEST:

_____
Janet Morales, CMC, City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex, City Attorney

SERVICE PROVIDER

Spicer Consulting Group, LLC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTACHMENT 1

EXHIBIT B
COMPENSATION

Fee Schedules

Annual Administration Services – FY 2023-24

District	Fee
CSA 22	$1,150
CSA 103	$6,300
CSA 142	$1,300
LMD 89-1-C	$14,750
CFD 2017-1	$3,500
CFD 2013-1 Services (17 Zones)	$8,450
CFD 2022-1 Services (3 Zones)	$4,400
CFD 2022-2 (Horizon Place)	$5,000
CFD 2022-3 (Verano)	$5,000
Measure Z Parks Tax	$5,500
Total	**$55,350**

Additional Services

Fixed Annual Administration Services

District	Fee
CSA 22	$1,150
CSA 103	$6,300
CSA 142	$1,300
LMD 89-1-C	$14,750
CFD 2017-1	$3,500
Measure Z Parks Tax	$5,500

New Tax Zone Administration Schedule for CFD 2013-1 & CFD 2022-1[(1)]

Development Type	Units	Per Zone
Single Family Residential	Less than 25	$400
	26 - 100	$750
	101 - 300	$1,000
	301 – 1,000	$1,500
	1,001 – 2,500	$2,250
	More than 2,500	$2,750
Multi-Family/Non Residential		$400

(1) For CFD 2022-1 The proposed compensation shall increase following FY 2023-24 annually by 2% per year

New Facilities/Bonded CFD Administration Schedule

Administration Services	Fee[(2)]
Monitoring	$2,500
Pre Bond Issuance (per Improvement Area) – Development in process	$5,000
Post Bond Issuance (per Improvement Area/Bond Series)	$7,500

(2) The proposed compensation shall increase following FY 2023-24 annually by 2% per year.

CFD Services

Service	Fee
CFD 2022-1 (Services) Annexation Services – Per Annexation	
Residential 1-10 Units	$10,000
All Others	$14,000
CFD Formation Services	$25,000
plus each additional Improvement Area	$5,000
Bond Sale Services (per Series)	$25,000

Hourly Rates

Title	Rate
Principal	$245
Senior Associate	$175
Associate	$120
Assistant Analyst	$110
Mapping Technician	$85

For the services performed related to the projects which are not listed herein, compensation shall be at the hourly rates set forth, together with reimbursement, at cost, for incidental expenses incurred in connection with such services, together with reimbursement for outside services at cost plus 15%.

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)

COUNTY OF)

On_____, 20_____, before me,_____, Notary Public, personally appeared _____ _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
(SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name:_____

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)

COUNTY OF)

On_____, 200____, before me,_____, Notary Public, personally appeared _____ _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
(SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name:_____

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

4877-8671-0900 v1

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.5
Meeting Date: September 13, 2023

SUBJECT: CIP 025-1 Clinton Keith Road Widening - Retain Interwest Consulting Group to Provide Right of Way Acquisition Services

SUBMITTED BY: Jason Farag

PREPARED BY: Warren Repke

ACTION:
Authorize the Public Works Director to execute a Task Order in the amount of $125,000 with Interwest Consulting Group to provide right-of-way acquisition services for the Clinton Keith Road Widening Project (CIP 025-1).

SUMMARY:
The City is pursuing the improvement of Clinton Keith Road from the I-15 Freeway to the eastern City limits. The proposed improvement requires the partial acquisition of permanent right-of-way, temporary construction easements, or right of entries from parcels on both sides of the road. The proposed action will authorize Interwest Consulting Group to begin the acquisition process on behalf of the City.

BACKGROUND:
Included in the five-year CIP is the widening and improvement of Clinton Keith Road from the I-15 to the east city limits. Construction plans were previously prepared in 2015 for the ultimate widening of the roadway but due to funding constraints, the City had been unable to proceed with the construction of the ultimate improvements. On April 4, 2021, the City Council retained Interwest Consulting Group to provide right-of-way acquisition services for a smaller portion of the ultimate improvements (previously referred to as Phase 1). That scope of work did not include the full right-of-way acquisition required for the ultimate widening. Due to changes in project priorities, work did not progress as planned on the prior scope of work and no expenses were incurred. In April 2023, the City applied for and was awarded construction funds from the Riverside County Transportation Commission (RCTC) for the ultimate widening of the Project and the City is now ready to proceed with the ultimate right-of-way acquisition.

DISCUSSION:
City staff requested a proposal from Interwest Consulting Group (Interwest) for right-of-way

acquisition services for the Clinton Keith Rd. Widening Project (Project). Interwest has provided previous right-of-way acquisition services for the City on the Palomar Street Widening, Phase 1, Project and the Bundy Canyon Rd. Improvement, Segment 1, Project. Interwest is also currently providing right-of-way acquisition services for the Palomar Street Widening, Phase 2, Project and the Bundy Canyon Road Improvement, Segment 2, Project. Interwest has an existing on-call contract with the City to provide various professional services. The Interwest Project Team who performed the previous acquisition services will also be providing the required services for Clinton Keith Road. The Project Team is familiar with City procedures and processes, and they are familiar with the Project.

The Project right-of-way acquisition requirements include the acquisition of permanent right-of-way from fourteen parcels. In addition, temporary construction easements or right of entries must be acquired. Acquisition is required from property on both sides of the road and requires obtaining property appraisals, negotiations, and development of acquisition agreements and documents. A map showing the parcels and areas requiring acquisition is provided in Attachment A. A list of the parcels and current owners is included in the Interwest proposal included as Exhibit A of Attachment B. The Interwest proposal is in the amount of $112,000. Staff is requesting that the City Council authorize the Public Works Director to execute a Task Order with Interwest (Attachment B) in the amount of $125,000 to provide for unforeseen contingencies.

FISCAL IMPACT:
Funding for the acquisition of right-of-way in the amount of $700,000 is included in the Capital Improvement Project budget for FY 23-24. Expenditures are eligible for reimbursement from the WRCOG Transportation Uniform Mitigation Fund (TUMF). No additional funds are needed at this time.

There is no impact to the General Fund.

ACCOUNT CODE:
Project: CIP 025-1 - Fund No. 503-913-0001-52115 (Right-of-Way)

ATTACHMENTS:
A - Right-of-Way Requirements Map
B - Interwest Task Order and Proposal

ARYA ROAD

CATT ROAD

WILDOMAR TRAIL

376-410-021

7.0'

380-240-006

7.0'

55'

110'

55'

110'

6.4'

SEE BELOW LEFT

380-240-011

380-240-010

380-240-009

OAK CREEK MALL

WILDOMAR TRAIL

IODINE SPRINGS ROAD

362-250-032

362-250-027

9.0'

SEE ABOVE RIGHT

89'

165'

76'

55'

144'

89'

SEE SHEET 2

380-250-035

WILDOMAR TRAIL

VACATED AREA TABLE			
	APN NUMBER	SQ. FT.	AC
1	380-240-006	1940.53	0.04
2	VACATED CATT RD.	1718.38	0.04
3	376-410-021	398.74	0.009
4	380-240-009	175.42	0.004
5	380-240-010	507.63	0.01
6	380-240-011	827.32	0.02
7	362-250-027	3011.34	0.07

HATCH LEGEND

REQUIRED R/W

GRAPHIC SCALE

60 0 30 60 120 240

SCALE: 1" = 60'

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX: (951) 680-0490

CITY OF WILDOMAR

ACQUISITION RIGHT-OF-WAY EXHIBIT

CLINTON KEITH ROAD FROM
ARYA ROAD TO ELIZABETH LANE

J.N.: 151-10

S:\CADD\151-10 Clinton Keith Widening Project\Plan Set\151-10_VBASE.dwg

IODINE SPRINGS ROAD

SEE SHEET 1

362-250-031

362-250-019

9.5'

13.0'

9.5'

13.0'

13.0'

55'

144'

89'

55'

110'

55'

8.0'

380-250-035

380-250-002

INLAND VALLEY DRIVE

SEE BELOW LEFT

NINA LANE

362-250-019

362-250-025

362-250-015

13.0'

11.8'

8.0'

33.0'

55'

110'

55'

110'

118'

30'

93'

8.0'

8.0'

63'

SEE ABOVE RIGHT

SEE SHEET 3

380-250-002

380-250-046

VACATED AREA TABLE			
	APN NUMBER	SQ. FT.	AC
1	362-250-031	3981.78	0.09
2	362-250-019	6152.18	0.14
3	380-250-002	4896.14	0.11
4	362-250-025	3307.22	0.08
5	362-250-015	12,205.17	0.28

HATCH LEGEND

REQUIRED R/W

GRAPHIC SCALE

60 0 30 60 120 240

SCALE: 1" = 60'

N

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX: (951) 680-0490

CITY OF WILDOMAR

ACQUISITION RIGHT-OF-WAY EXHIBIT

CLINTON KEITH ROAD FROM
ARYA ROAD TO ELIZABETH LANE

J.N.: 151-10

S:\CADD\151-10 Clinton Keith Widening Project\Plan Set\151-10_VBASE.dwg

SALIDA DEL SOL

362-250-015

362-150-026

SEE SHEET 2

SEE BELOW LEFT

33.0'

30'

63'

93'

110'

8.0'

55'

131'

380-250-046

380-250-004

380-250-005

YAMA DRIVE

ELIZABETH LANE

SEE ABOVE RIGHT

362-150-026

76'

380-520-001

VACATED AREA TABLE			
	APN NUMBER	SQ. FT.	AC
1	362-150-026	10,032.47	0.23
2	380-250-004	2369.81	0.05
3	380-250-005	2841.53	0.07

HATCH LEGEND

REQUIRED R/W

GRAPHIC SCALE

60 0 30 60 120 240

SCALE: 1" = 60'

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
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CITY OF WILDOMAR

ACQUISITION RIGHT-OF-WAY EXHIBIT

CLINTON KEITH ROAD FROM
ARYA ROAD TO ELIZABETH LANE

J.N.: 151-10

S:\CADD\151-10 Clinton Keith Widening Project\Plan Set\151-10_VBASE.dwg

TASK ORDER AGREEMENT

FOR PROFESSIONAL ON-CALL CONSULTANT SERVICES

Clinton Keith Rd. Widening Project
Right of way Acquisition

This PROJECT AGREEMENT is made this 13th day of September, 2023, by and between the City of Wildomar, a municipal corporation, hereinafter called "CITY" and Interwest Consulting Group, hereinafter called "CONSULTANT".

1. **SCOPE OF SERVICES.** CONSULTANT shall provide all professional right of way acquisition services necessary and required to complete the work described in the Scope of Services attached hereto as Exhibit "A".

2. **PRICE.** The services shall be provided on a time and material basis as identified in the Fee Proposal in Exhibit "A" attached hereto. CONSULTANT shall not exceed the fee of $112,000 as identified in Exhibit "A" without prior written approval from CITY. The total not to exceed price for this TASK ORDER AGREEMENT shall be $125,000.00.

3. **SCHEDULE.** The services shall be provided in accordance with a Schedule as mutually agreed to by CITY and CONSULTANT

4. This TASK ORDER AGREEMENT includes all of the terms and conditions contained in that certain On-Call Agreement for Professional consulting Services, executed by the parties on April 2, 2008, and amended on June 8, 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Dated: _____, 2023		Dated: _____, 2023
CITY OF WILDOMAR, a municipal corporation By_____ Signature _____ Name and Title		CONSULTANT By_____ Signature _____ Name and Title

EXHIBIT A

INTERWEST
A SAFEbuilt COMPANY

August 11, 2023

Warran Repke, PE
Capital Projects Manager
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Re: Proposal for ROW Services
Clinton Keith Road and Sidewalk Project (Project)

Dear Mr. Repke,

It is our understanding the Project will require permanent and temporary easements over 14 parcels in support of the proposed street and sidewalk improvements. Additionally, appraisals and title reports will be required due to the right of way needs of each property. The parcels are summarized in the attached property schedule.

Per your request, please find the proposed scope of work and Fee Proposal in the following pages to complete the right of way work necessary for the Project.

Thank you for the opportunity to submit our proposal to the City. Should you have any questions or need additional information, please contact Project Manager, Jeremy Miller at (949)370-9035 or by email at jmiller@interwestgrp.com.

Sincerely,

Marcie Jorgensen

Marcie Jorgensen
Director of Real Estate Services

SCOPE OF WORK

Project Coordination and Management

1. **Meetings.** Attend meetings with the City, including the initial kick-off meeting. Meeting minutes, agendas and reports are provided as directed by the City.
2. **Status Reports.** Provide and maintain title, appraisal and acquisition database/status reports for all project personnel to access.
3. **Subconsultant Management.** Provide management and coordination of services for all subconsultants (e.g. title, appraisal, etc.).
4. **Escrow Coordination.** Provide coordination services with the escrow company, including ordering preliminary title reports, opening escrows and facilitating escrows for the acquired property, as applicable.
5. **Scheduling.** Prepare and provide the City with project schedules, as needed.
6. **Quality Assurance/Quality Control Management.** Provide quality control management for all areas of the project, including coordinating efforts with the City to ensure compliance.
7. **Data Management.** We will use QuickBase as a project management tool for tracking tasks and milestones, as well as customized dashboards for monitoring individual performance efficiency, timelines and cost containment strategies. Our reports are tailored to each client's specifications to provide the critical information necessary for management decisions.
8. **Project Close-Out.** Provide the services required to finalize and close out the project according to the Uniform Act, as amended, and California law.

Title Research and Related Services

1. **Preliminary Title Reports.** Request preliminary title reports (PTR) from our subconsultant along with supporting documents for all parcels. Title reports produced for each parcel will, at a minimum, establish legal owners and all valid liens, encumbrances and easements of record, and can include a color-coded map identifying third party easements over the parcel.
2. **PTR Review.** Interwest staff reviews the PTRs to inspect each report for accuracy of the stated ownership, Assessor Parcel Numbers and other pertinent information. Additionally, the listed liens, encumbrances, mortgages, etc., are analyzed to determine if consents/subordinations are required to clear title.

Primary Appraisal

1. **Define & Distribute Appraisal Assignments.** Review the project requirements and assess property attributes to assure clear understanding of the appraisal assignment. Facilitate the distribution of appraisal assignments and ensure clarification of the scope of the assignment, or prepare waiver valuations if permanent rights are not required.
2. **Coordinate Meetings.** Hold meetings with the selected appraiser to review and discuss the project scope, requirements for the appraisal reports and reviews, as well as the type of reports required and the required written notice of inspection to the owner.
3. **Notice of Intent to Appraise.** Prepare the Notice of Intent to Appraise letter for each property, advising the property owners of the proposed project, introducing the appraiser and providing contact information to answer questions and concerns.
4. **Obtain Appraisals.** Obtain appraisals and summary of value statements for each acquisition prepared in accordance with California State laws and Uniform Standards of Professional Appraisal Practices (USPAP). Record information into the database and properly disperse reports (appraisal and appraisal review).
5. **Appraisal Reports.** The format and level of documentation for an appraisal report depends on the complexity of the appraisal problem. Complex property assignments are to be reported in a self-contained, narrative format. A summary report, in conformance with USPAP Standards Rule 2-2(b), is permitted in cases, which, by virtue of their low value or simplicity, do not require the in-depth analysis and presentation necessary in a narrative appraisal report.
6. **Just Compensation.** Upon completion of the appraisal, the appraiser will complete a Summary of Just Compensation report to establish the highest and best use valuation.

Acquisition: Settlements and Closings

1. **Review Plans.** Review project plans to become familiar with the project and its impact on the various properties.
2. **Verify Conformance.** Verify that any legal descriptions, right of way plans, surveys and appraisals correspond and are accurate.
3. **Offer Letter.** Prepare and present the written offer letter to the property owner, along with the appraisal summary of value, purchase agreement, easement deeds, escrow instructions, brochure and agent's business card upon the initiation of negotiations, after review and approval by the City's representative. Submit all legal documents for the City's legal counsel to review when language is added, deleted or revised.
4. **Acquisition and Negotiation.** Conduct negotiations for the acquisition of each parcel in accordance with all federal and state policies and procedures, including making the initial purchase offer in person when the owner resides in the project area, if possible. Offers to out-of-area owners will be mailed with a Certified Return Receipt.
5. **Administrative Settlement Recommendations.** Provide the City with a written recommendation and support documentation for all counter offers and proposed settlement terms for review and approval or disapproval.
9. **Open and Monitor Escrows.** Coordinate with the selected title company and open escrows on all purchases, as applicable. Interwest monitors escrows, reviews all escrow documents, requests funds from the City ensuring that the City receives title insurance policies in the amount of the purchase cost of the land/improvements, and clears title to all properties acquired. Or, *if escrow is not required*, provide escrow services directly by preparing and recording easements, processing check requests and obtaining receipts.
6. **Scheduling.** Prepare and provide the City with project schedules, as needed
7. **Contact Documentation.** Thoroughly document all contacts with property owners and/or their representatives, indicating attendees, time and place of meetings. Documentation includes thorough diaries and copies of all correspondence and emails. Diaries are updated immediately after each contact, if possible, and housed in the database and each acquisition file.
8. **Parcel Files.** Establish and maintain an accurate and complete working file for each parcel in a professional and standard format. Additionally, all pertinent project files are maintained in electronic formats and provided to the City at completion of the project.
9. **Meetings.** Attend any required or additional meetings, as deemed necessary by the City to communicate progress and discuss project issues.
10. **Close-Out Acquisition File.** Complete a final quality assurance/quality control review on the file for close-out, provide final status reports to the City and deliver final files to the City upon completion of the project. Additionally, the City will receive a flash drive with all pertinent project data stored in systematically organized project folders.

FEE PROPOSAL

JOB TITLE	HOURS	HOURLY RATE	TOTAL
Project Manager	100	$150	$15,000
Sr. Acquisition Agent	230	$135	$31,050
Escrow Coordinator	70	$92	$6,440
		LABOR COST	**$ 52,490**

OTHER DIRECT COSTS (ODCs)		
Mileage, Postage, FedEx		$450
	ODCs COST	**$450**

FLAT RATE FEES		
R.P. Laurain & Associates (Appraisals for 14 parcels @ $3,450/each)		$48,300
Commonwealth Title Company (14 prelim. title reports $750/each)		$10,500
	FLAT RATE COSTS	**$58,800**

TOTAL RIGHT OF WAY SERVICES COST (Rounded)	$112,000

Optional Services

TASK	HOURLY RATE
Condemnation Support (BILLED HOURLY AS NEEDED)	$150

Assumptions

It is assumed that there are no federal funds or Caltrans certification is required for this project, and the right of way acquisition valuations are subject to being environmentally clear, and that the project engineer will provide all required legal descriptions and plat maps.Also, if additional land rights beyond this scope are required, the City and Interwest will determine the additional services required and amend this scope accordingly.

Schedule of Parcels
(Clinton Keith Road Project)

APN	Address	Ownership
380-240-006	N/A	Real Black Wildomar LLC
367-410-021	23980 Catt Road	Damas Clinton Keith LLC
362-250-027	N/A	Malak Hanna; Amira Girgis
362-250-031	35980 Iodine Springs Road	Sung Duck Kim; Sang Hee Kim
382-250-019	N/A	Robert and Shiela Benecke
362-250-025	N/A	Joseph Zachary
362-250-015	24500 Catt Road	Howard Kaner; Denise Buchenot
362-150-026	N/A	Mt. San Jacinto Community College District
380-240-009	N/A	VSHS LLC
380-240-010	23937 Clinton Keith Road	Wildomar Mall LLC
380-240-011	23971 Clinton Keith Road	Oak Springs LLC
380-250-002	N/A	O M Johnson Prop II
380-250-004	24671 Clinton Keith Road	SPSSM Investments IX LR
380-250-005	24675 Clinton Keith Road	Jocelyn Lin; Max Lin

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.6
Meeting Date: September 13, 2023

SUBJECT: Cooperative Agreement with Riverside County Flood Control and Water Conservation District and D.R. Horton Los Angeles Holdings Company, Inc., a California corporation. - Project No. 22-0147, Tract Map 31896

SUBMITTED BY: Ninette Eva

PREPARED BY: Ninette Eva

ACTION:

1. Authorize the City Manager to execute the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (RCFC) and D.R. Horton Los Angeles Holding Company, Inc., a California corporation (Developer).
2. Authorize the City Manager to make minor changes to the Cooperative Agreement if deemed necessary.

SUMMARY:

Tract 31896 is required to construct certain drainage improvements that will ultimately be accepted, owned, and maintained by the Riverside County Flood Control and Water Conservation District (RCFC). Before beginning construction on those improvements, the Developer is required to enter into a Cooperative Agreement with RCFC and the City to establish responsibilities and obligations related to the construction and acceptance of these improvements. Approval of this item will authorize the City to execute the Cooperative Agreement.

BACKGROUND:

Tentative Tract Map No. 31896 was originally approved by Riverside County Board of Supervisors on January 9, 2007. The tentative tract map was to subdivide 46.73 acres into 131 lots for single family development (7,200 sq. ft. minimum) and a 6.67-acre open space lot. On December 2, 2015 the Planning Commission approved a minor change under the requirements of Title 16, Section 16.12.220 of the Wildomar Municipal Code (Subdivision Ordinance). On March 18, 2020 the Planning Commission approved a second minor change which included a reduction of total number of approved lots to 117 residential lots, the addition

of three City owned/ maintained lots for water quality treatment and detention, and construction of frontage improvements on Palomar Street and Washington Avenue. An aerial image of the project site and the surrounding area is provided in Attachment A.

Tract 31896 is now under construction by D.R. Horton Los Angeles Holding Company, Inc. (Developer).

DISCUSSION:

Tract 31896 was conditioned to construct flood control facilities and drainage improvements. Many of these drainage improvements will ultimately be owned and operated by the Riverside County Flood Control and Water Conservation District (RCFC). These improvements include the construction of Murrieta Creek Channel rock slope protection and storm drain laterals, consisting of approximately 1,930 lineal feet of riprap rock slope protection and 42-inch, 30-inch, and 24-inch reinforced concrete storm drains. These improvements are required to provide flood protection and adequate drainage for the proposed development, adjacent properties, and surrounding communities. Also included with the construction of the RCFC facilities is the construction of safety devices requested by RCFC, such as concrete pads, slope protection barriers, signage and fencing as well as basins, perimeter enclosures and appurtenances. The Developer is required to enter into a Cooperative Agreement (Agreement) with RCFC and the City to guarantee the adequate completion of these improvements. The Agreement specifies the responsibilities of the Developer, RCFC, and City in assuring that the improvements are completed and specifies their respective responsibilities for the operation and maintenance of the facilities.

The proposed facilities are shown in Exhibit B of the Agreement as “Murrieta Creek Channel – Rock Slope Protection and Laterals, Murrieta Creek Channel – Line I Storm Drain Project Nos. 7-0-00022 and 7-0-00023 Tract Map No. 31896.”

Staff recommends that the City Council authorize the City Manager to execute the Cooperative Agreement with RCFC and the Developer and authorize the City Manager to make minor changes to the Cooperative Agreement if deemed necessary.

FISCAL IMPACT:

The proposed Cooperative Agreement has no fiscal impact to the City. Should the Developer fail to complete the construction of the improvements, the City, by this agreement, is required to obtain bonds from the Developer to secure the completion of the improvements with no cost to the City or RCFC. Time spent by City staff on the completion of items set forth in this Agreement will be reimbursed by the Developer. The maintenance of RCFC facilities, upon acceptance, will be completed by RCFC. The maintenance of any improvements supplemental to RCFC's facilities but not maintained by RCFC and other City facilities constructed as part of this development will be funded by the development’s annexation into

the City's Community Facilities District 2022-1 (CFD).

There is no impact to the General Fund.

ATTACHMENTS:
A - Aerial Map of TR 31896
B - Cooperative Agreement

ATTACHMENT A



Aerial Image of
Tract No. 31896 DR Horton Avalino
(highlighted in yellow)

ATTACHMENT B

Cooperative Agreement with Riverside County Flood Control and Water Conservation District and D.R. Horton Los Angeles Holding Company

251960

COOPERATIVE AGREEMENT
Murrieta Creek Channel - Rock Slope Protection and Laterals
Murrieta Creek Channel - Line I Storm Drain
Project Nos. 7-0-00022 and 7-0-00023
Tract Map No. 31896

This Cooperative Agreement ("Agreement"), dated as of _____, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Wildomar, a municipal corporation of the State of California ("CITY"), and D.R. Horton Los Angeles Holding Company, Inc., a California corporation ("DEVELOPER"). DISTRICT, CITY and DEVELOPER are individually referred to herein as "Party" and collectively referred to herein as "Parties". Parties agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the city of Wildomar and has submitted for approval Tract Map No. 31896 related to the property. The legal description of the property related to Tract Map No. 31896 is provided in Exhibit "A", attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval Tract Map No. 31896, related to the property, which is located in the city of Wildomar. As a condition of approval for Tract Map No. 31896, DEVELOPER must construct certain flood control facilities to provide flood protection and drainage for DEVELOPER's planned development; and

C. The required flood control facilities and drainage improvements related to Tract Map No. 31896 are shown on DISTRICT Drawing No. 7-0572 and are shown in concept on Exhibit "B", attached hereto and made a part hereof, and include the construction of:

i. Murrieta Creek Channel - Rock Slope Protection and Laterals ("EMBANKMENT") consisting of approximately 1,930 lineal feet of riprap rock slope protection and laterals consisting of 42-inch, 30-

inch, and 24-inch of reinforced concrete pipes, as shown on Exhibit "B"; and

ii. Murrieta Creek Channel - Line I Storm Drain ("LINE I") consisting of approximately 303 lineal feet of 48-inch reinforced concrete pipe, as shown in concept on Exhibit "B"; and

iii. All safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including, but not limited to, concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor and are subject to DISTRICT's inspection and approval.

iv. Together, EMBANKMENT, LINE I and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and

D. Associated with the construction of DISTRICT FACILITIES is the construction of (i) two (2) bio-retention basins and a detention basin, drainage swale, various tubular steel fences and retaining walls ("BASINS & PERIMETER ENCLOSURES"), and (ii) various catch basins, curbs and gutters, connector pipes, and certain lateral storm drains that are thirty-six inches (36") or less in diameter ("APPURTENANCES"), within CITY's right of way. BASINS & PERIMETER ENCLOSURES and APPURTENANCES are hereinafter called ("CITY FACILITIES"). BASINS & PERIMETER ENCLOSURES are to be maintained by a CITY Community Facility District (CFD) entity pursuant to a separate maintenance agreement. In the event the CFD's maintenance responsibilities associated with Tract Map No. 31896 change in the future (i) due to changes in maintenance agreement or (ii) the maintenance agreement is

amended or terminated, CITY shall be responsible for the operation and maintenance of BASINS & PERIMETER ENCLOSURES identified on DISTRICT Drawing No. 7-0572; and

E. Together, DISTRICT FACILITIES and CITY FACILITIES are hereinafter called "PROJECT"; and

F. On or about July 10, 2023, DISTRICT and DEVELOPER entered into a Right of Entry and Inspection Agreement that authorizes DEVELOPER to construct DISTRICT FACILITIES. Pursuant to the Right of Entry and Inspection Agreement, DEVELOPER has commenced construction of the At-Risk Portion of DISTRICT FACILITIES; and

G. DEVELOPER and DISTRICT desire CITY to accept ownership and the responsibility for the operation and maintenance of CITY FACILITIES; and

H. DEVELOPER and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES; and

I. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER performs all of the following: (i) complies with this Agreement, (ii) prepares PROJECT plans in accordance with DISTRICT and CITY approved plans and specifications and this Agreement, (iii) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications, (iv) obtains and conveys to DISTRICT and CITY the necessary rights of way for the inspection, operation and maintenance of DISTRICT FACILITIES and CITY FACILITIES, and (v) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES and CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITIES; and

J. CITY is willing to (i) review and approve, in conjunction with DISTRICT, DEVELOPER's plans and specifications for PROJECT, (ii) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT FACILITIES and CITY for CITY FACILITIES, (iii) inspect the construction of PROJECT, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way, (v) convey to DISTRICT the necessary rights of way for the inspection, operation and maintenance of DISTRICT FACILITIES, and (vi) accept ownership and responsibility for the operation and maintenance of CITY FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY for their respective review and approval.

2. Continue to pay DISTRICT, within thirty (30) calendar days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with (i) the review of IMPROVEMENT PLANS, (ii) the review and approval of rights of way and conveyance documents, (iii) the processing and administration of this Agreement, and (iv) construction inspection costs. Additionally, DEVELOPER shall pay CITY, within thirty (30) calendar days after receipt of periodic billings from CITY, any and all such amounts deemed reasonably

necessary by CITY to cover CITY's costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents, (iii) the processing and administration of this Agreement, and (iv) construction inspection costs.

3. By execution of this Agreement, grant DISTRICT and CITY the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection services for the construction of PROJECT, as set forth herein.

4. Upon execution of this Agreement, or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 31896 or any phase thereof, whichever occurs first, provide CITY with faithful performance and payment bonds in accordance with CITY's municipal code or ordinance, including any amendments thereto, for the estimated cost for construction of (i) DISTRICT FACILITIES as determined by DISTRICT, and (ii) CITY FACILITIES as determined by CITY. The surety, amount and form of the bonds, shall list CITY as an obligee and shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and CITY FACILITIES are accepted by CITY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY.

5. Upon execution of this Agreement, pay DISTRICT the one-time cash sum of One Hundred Seventy Thousand Seven Hundred Dollars ($170,700), the amount agreed upon to cover DISTRICT's estimated cost to operate and maintain DISTRICT DRAINAGE FACILITIES, for a period of ten (10) years (Zone 7 – Maintenance Trust fund) commencing upon

DISTRICT's acceptance of DISTRICT DRAINAGE FACILITIES as complete for ownership, operation and maintenance.

6. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, deposit with DISTRICT (Attention: Business Office – Accounts Receivable) and notify DISTRICT (Attention: Contract Services Section) the estimated cost of providing construction inspection for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT.

7. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section) with a complete list of all contractors and subcontractors to be performing work on PROJECT, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

8. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section) with a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT.

9. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section) with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations; Section 5157, Permit Required Confined Space; and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to

Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval.

10. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. DEVELOPER shall not commence operations until DISTRICT (Attention: Contract Services Section) and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

11. Upon DISTRICT and CITY's approval of IMPROVEMENT PLANS or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 31896 or any phase thereof, whichever occurs first, furnish DISTRICT (Attention: Plan Check Section) and CITY with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT as determined and approved by DISTRICT and CITY.

12. Upon DISTRICT and CITY approval of IMPROVEMENT PLANS and prior to the start on any portion of PROJECT construction, obtain and provide DISTRICT

(Attention: Plan Check Section) with duly executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

13. Upon submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.11, furnish DISTRICT (Attention: Plan Check Section) with Preliminary Reports on Title dated not more than thirty (30) calendar days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

14. Furnish DISTRICT (Attention: Plan Check Section) and CITY each with a set of final mylar plans PROJECT plans and assign their ownership to DISTRICT and CITY respectively prior to the start on any portion of PROJECT construction.

15. After receiving DISTRICT's plan check and administrative clearance for PROJECT construction, as set forth in Sections I.4 through I.14, notify DISTRICT (Attention: Construction Management Section) and CITY with twenty (20) calendar days written notice of intent to start construction of PROJECT, and include PROJECT's geotechnical firm, concrete lab/test firm, D-Load test forms, trench shoring/false work calculations and concrete mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT and CITY have issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section IV.4.

16. Prior to commencing construction, obtain, at its sole cost and expense, and furnish DISTRICT (Attention: Plan Check Section) and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority.

17. Not permit any change to or modification of DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

18. Comply with all Cal/OSHA safety regulations including but not limited to regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

19. Upon receipt of DISTRICT's written Notice to Proceed, construct or cause to be constructed PROJECT at DEVELOPER's sole cost and expense, in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

20. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that PROJECT construction is substantially complete and that requests that DISTRICT conduct a final inspection of DISTRICT FACILITIES and that CITY conduct a final inspection of PROJECT.

21. Upon completion of PROJECT construction, and upon acceptance by CITY of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to CITY the flood control

fee title lot and/or easements, including ingress and egress, in a form approved by DISTRICT, to the rights of way as shown in concept in cross-hatch on Exhibit "D", attached hereto and made a part hereof. The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and COUNTY and shall be executed by all legal and equitable owners of the property(ies) described in the easement(s) or grant deed(s).

22. At the time of recordation of the conveyance document(s) as set forth in Section I.21, furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value as determined by DISTRICT for each easement parcel to be conveyed to DISTRICT; or (ii) one hundred percent (100%) of the estimated value as determined by DISTRICT for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said parcel(s) as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except those which in the sole discretion of DISTRICT are acceptable.

23. Upon completion of PROJECT construction, accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES and (ii) CITY accepts ownership and responsibility for operation and maintenance of CITY FACILITIES. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

24. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section) with (i)

soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record and (iii) a redlined "record drawings" copy of IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office; after which the engineer shall review, stamp and sign the original IMPROVEMENT PLANS as "record drawings".

25. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable local, state and federal laws and regulations including, but not limited to, all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

26. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.

2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.

3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.

4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.12.

5. Endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) calendar days of receipt of DEVELOPER's complete written notice of intent to start of construction of PROJECT as set forth in Section I.15; however, DISTRICT's construction inspection staff is limited and, therefore, the timing of issuance of a Notice to Proceed is subject to staff availability.

6. Reserve the right to withhold issuance of the Notice to Proceed pursuant to Section IV.4.

7. Inspect construction of DISTRICT FACILITIES.

8. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents and (iii) the processing and administration of this Agreement.

9. Keep an accurate accounting of all DISTRICT construction inspection costs and within forty-five (45) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.6 exceeds such inspection costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) calendar days after DISTRICT's acceptance of DISTRICT FACILITIES as being complete.

10. Upon (i) DISTRICT acceptance of PROJECT construction as being complete and (ii) DISTRICT receipt of stamped and signed "record drawing" of

IMPROVEMENT PLANS as set forth in Section I.24, provide DEVELOPER with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS.

11. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to any inspection and in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

12. Upon completion of PROJECT construction, and upon acceptance by CITY of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation, and maintenance, convey or cause to be conveyed to CITY the flood control easement(s) including ingress and egress, in a form approved by DISTRICT.

13. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.20; (ii) DISTRICT acceptance of PROJECT construction as being complete; (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.24; (iv) recordation of all conveyance documents described in Section I.21; (v) receipt of all required policies of title insurance described in Section I.22, and (vi) DISTRICT FACILITIES fully functioning as a flood control drainage system as solely determined by DISTRICT and (v) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

14. Upon both of the following: DISTRICT acceptance of DISTRICT FACILITIES and DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.24, provide CITY with (i) a reproducible

duplicate copy of "record drawings" of constructed DISTRICT FACILITIES; (ii) a written notice that PROJECT is complete and (iii) request CITY to release bonds held for DISTRICT FACILITIES and CITY FACILITIES.

SECTION III

CITY shall:

1. Review IMPROVEMENT PLANS and approve when CITY has determined that such plans meet CITY standards and are found acceptable to CITY prior to the start of PROJECT construction. CITY shall not request any modifications on the IMPROVEMENT PLANS without prior DISTRICT approval.

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, in accordance with CITY's municipal code or ordinance, including any amendments thereto, for the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and of CITY FACILITIES as determined by CITY and hold said bonds as provided in this Agreement. The surety, amount and form of the bonds, shall list CITY as an obligee and shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT and CITY FACILITIES are accepted by CITY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY. CITY shall not release said bonds until DISTRICT provides CITY with a reproducible duplicate copy of "record drawings" and written notification that PROJECT is complete, as set forth in Section I.4.

3. Request DEVELOPER to update the construction schedule, as deemed necessary.

4. Grant DISTRICT, by execution of this Agreement, the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way.

5. By execution of this Agreement, consent to DISTRICT recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.

6. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT FACILITIES and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT FACILITIES.

7. Inspect PROJECT construction.

8. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, to the rights of way as shown in concept on Exhibit "D".

9. Accept ownership and sole responsibility for the operation and maintenance of CITY FACILITIES upon (i) DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance; ii) CITY's final inspection of CITY FACILITIES and (iii) CITY's sole determination that CITY FACILITIES are constructed in accordance with plans and specifications and in a satisfactorily maintained condition.

10. Release occupancy permits in accordance with the approved Conditions of Approval for Tract Map No. 31896.

11. Upon DISTRICT and CITY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT DRAINAGE FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

1. DISTRICT may withhold acceptance for ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES unless and until DEVELOPER performs all obligations under this Agreement.

2. All construction work involved with PROJECT shall be inspected by DEVELOPER, DISTRICT and CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction of PROJECT is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

3. DISTRICT and CITY personnel may observe and inspect all work being done on DISTRICT DRAINAGE FACILITIES but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

4. If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed after this period of time pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.15. In the event of a change in

the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT

5. DEVELOPER shall complete construction of PROJECT within twelve (12) months after commencement of construction of PROJECT, unless CITY and DISTRICT agree to extend the time to complete construction. Failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for (i) DISTRICT to terminate the Agreement and (ii) CITY to perform the remaining work on PROJECT and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. Should CITY perform the remaining work on PROJECT under this section, DEVELOPER grants to CITY and CITY's officers, deputies, employees, agents, representatives, contractors and other designees the irrevocable permission to enter upon the Tract Map No. 31896 to complete construction and remaining work on PROJECT. This right of entry shall terminate when such construction and remaining work is complete. CITY shall subsequently reimburse DISTRICT from the funds paid by DEVELOPER's surety for any DISTRICT costs incurred.

6. In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT DRAINAGE FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.6 exceeds Ten Thousand Dollars ($10,000), DISTRICT shall refund to

DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) calendar days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of Ten Thousand Dollars ($10,000) shall be retained on account.

7. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless otherwise approved in writing by DISTRICT and CITY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on DISTRICT or CITY designated legal holidays, DEVELOPER shall make a written request for permission from DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT and CITY at their sole discretion and shall be final. If permission is granted by DISTRICT and CITY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with the CITY's municipal code or ordinance, including any amendments thereto.

8. DEVELOPER shall indemnify, defend, and hold harmless, and require DEVELOPER's construction contractor(s) to indemnify, defend and hold harmless, DISTRICT, the County of Riverside and CITY (including their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, Council, elected and appointed officials, employees, contractors, agents and representatives) (individually and collectively hereinafter referred to as "Indemnitees") from any liability action, claim or damage whatsoever, based or asserted upon any acts, omissions, or services of DEVELOPER and/or DEVELOPER's construction contractor(s), (including their respective officers, employees, subcontractors, agents or representatives) (individually and collectively hereinafter referred to as

"Indemnitors") arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury, or death or any other element of any kind or nature whatsoever. DEVELOPER or DEVELOPER's construction contractor(s) shall defend, at its sole expense, the Indemnitees, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), in any claim or action based upon such alleged acts or omissions. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of the Agreement.

9. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and may adjust, settle, compromise any such claim only with the prior consent of DISTRICT, the County of Riverside and CITY. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification obligations to Indemnitees as set forth herein.

10. DEVELOPER and DEVELOPER's construction contractor(s) indemnification obligations hereunder shall be satisfied when DEVELOPER or DEVELOPER's construction contractor(s) has provided to DISTRICT and CITY the appropriate form of dismissal (or similar document) relieving DISTRICT, the County of Riverside, or CITY from any liability for the claim, proceeding or action involved.

11. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER or DEVELOPER's construction contractor(s) obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

12. In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782.

Such interpretation shall not relieve DEVELOPER or DEVELOPER's construction contractor(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

13. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside, and CITY (including their respective agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, Council, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release of DEVELOPER by DISTRICT, the County of Riverside, or CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, Council, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of PROJECT, after the acceptance of PROJECT by DISTRICT and CITY, as described in this Agreement.

14. Any waiver by any Party hereto of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any Party hereto to require exact, full and complete compliance with any terms of this Agreement of any other Party shall not be construed as in any manner changing the terms hereof, or stopping such Party from enforcement hereof.

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

To DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Contracts Services Section

To CITY: CITY OF WILDOMAR
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attn: Jason Farag

To DEVELOPER: D.R. HORTON LOS ANGELES HOLDING COMPANY, INC.
2280 Wardlow Circle, Suite 100
Corona, CA 92880
Attention: Jennifer O'Leary

16. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

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

18. This Agreement is the result of negotiations between Parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

19. The provisions of this Agreement are solely for the benefit of Parties and not for the benefit of any third party. Accordingly, no third party shall have any right or action based on the provisions of this Agreement.

20. The rights and obligations of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

21. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect.

22. In the event DEVELOPER sells Tract Map No. 31896, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than thirty (30) calendar days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT, CITY, DEVELOPER and the new owner(s) of Tract Map No. 31896 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations in this Agreement to the new owner(s) of Tract Map No. 31896.

23. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Agreement and have been authorized to do so by all boards of directors, legal counsel, and/or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

24. This Agreement is intended by Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous

agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of Parties hereto.

25. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

//

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IN WITNESS WHEREOF, Parties hereto have executed this Agreement on

_____.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By _____
JASON E. UHLEY
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By _____
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By _____
CAROLINE K. MONROY
Deputy County Counsel

ATTEST:

KECIA HARPER
Clerk of the Board

By _____
Deputy

(SEAL)

[Signed in Counterpart]

Cooperative Agreement w/ City of Wildomar:
Murrieta Creek Channel - Rock Slope Protection and Laterals
Murrieta Creek Channel - Line I Storm Drain
Project Nos. 7-0-00022 and 7-0-00023
Tract Map No. 31896
AMR:blm
07/18/23

RECOMMENDED FOR APPROVAL:

CITY OF WILDOMAR

By _____
DAN YORK
City Manager

APPROVED AS TO FORM:

By _____
THOMAS D. DEX
City Attorney

ATTEST:

By _____
JANET MORALES
City Clerk

(SEAL)

Cooperative Agreement w/ City of Wildomar:
Murrieta Creek Channel - Rock Slope Protection and Laterals
Murrieta Creek Channel - Line I Storm Drain
Project Nos. 7-0-00022 and 7-0-00023
Tract Map No. 31896
AMR:blm
07/18/23

251960

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation

By: _____
BARBARA M. SCULL
Vice-President and Division President

By: _____
JENNIFER L. O'LEARY
Assistant Secretary

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement w/ City of Wildomar:
Murrieta Creek Channel - Rock Slope Protection and Laterals
Murrieta Creek Channel - Line I Storm Drain
Project Nos. 7-0-00022 and 7-0-00023
Tract Map No. 31896
AMR:blm
07/18/23

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Riverside

On July 31, 2023 *Date* before me, Ginger Lovett, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Jennifer L. O'Leary
Name(s) of Signer(s)
Barbara M. Scull,

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.

GINGER LOVETT
Notary Public - California
Riverside County
Commission # 2402317
My Comm. Expires Apr 27, 2026

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

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: _____

©2019 National Notary Association

Exhibit A

LEGAL DESCRIPTION

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

PARCEL A: (APN: 380-210-004)

PARCEL 3 OF PARCEL MAPS 8828, IN THE UNINCORPORATED AREA OF RIVERSIDE, AS SHOWN BY PARCEL MAP ON FILE IN BOOK 43, PAGE(S) 99 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B: (APN: 380-160-017 AND 380-160-018)

ALL THAT PORTION OF BLOCK "M" OF ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 174 OF MAPS, SAN DIEGO COUNTY RECORDS, LYING SOUTHWESTERLY OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, AS NOW ESTABLISHED, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID BLOCK "M", SAID POINT BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SANTA ROSA STREET; THENCE ALONG SAID SOUTHEASTERLY LINE OF SANTA ROSA STREET, NORTH 36° 30' 15" EAST, 1198.03 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID ATCHISON, TOPEKA AND SANTA FE RAILROAD; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 49° 55' 25" EAST, 1874.82 FEET TO POINT A; THENCE CONTINUING ALONG SAID SOUTHWESTERLY RAILROAD RIGHT OF WAY LINE, SOUTH 49° 55' 25" EAST, 192.30 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE ALONG A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5679.17 FEET, THROUGH A CENTRAL ANGLE OF 4° 26' AN ARC LENGTH OF 439.43 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE SOUTH 45° 29' 25" EAST, 398.18 FEET TO POINT B; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO POINT A; THENCE SOUTH 36° 30' 15" WEST, A DISTANCE OF 1046.78 FEET SOUTHWESTERLY LINE OF LINE OF SAID BLOCK "M"; THENCE SOUTH 54° 35' 23" EAST, ALONG SAID SOUTHWESTERLY LINE OF SAID BLOCK "M", TO THE MOST SOUTHERLY CORNER THEREOF, BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 54° 35' 23" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK "M" TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 49° 40' EAST, ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK "M" TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID ATCHISON, TOPEKA AND SANTA FE RAILROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO POINT B, ABOVE MENTIONED; THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 415 FEET; THENCE IN A SOUTHERLY DIRECTION TO A POINT THAT LIES SOUTH 36° 30' 15" WEST, A DISTANCE OF 282 FEET FROM SAID POINT B; THENCE CONTINUING IN A SOUTHERLY DIRECTION TO THE TRUE POINT OF BEGINNING.

PARCEL C: (APN: 380-210-008 AND 380-210-005)

PARCEL 4 OF PARCEL MAP 8828, AS SHOWN BY MAP ON FILE IN BOOK 43, PAGE 99 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL D: (APN: 380-210-003)

PARCEL 2 OF PARCEL MAP 8828 AS SHOWN BY MAP ON FILE IN BOOK 43, PAGE 99 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS

Exhibit A

PARCEL E: (APN: 380-210-016)

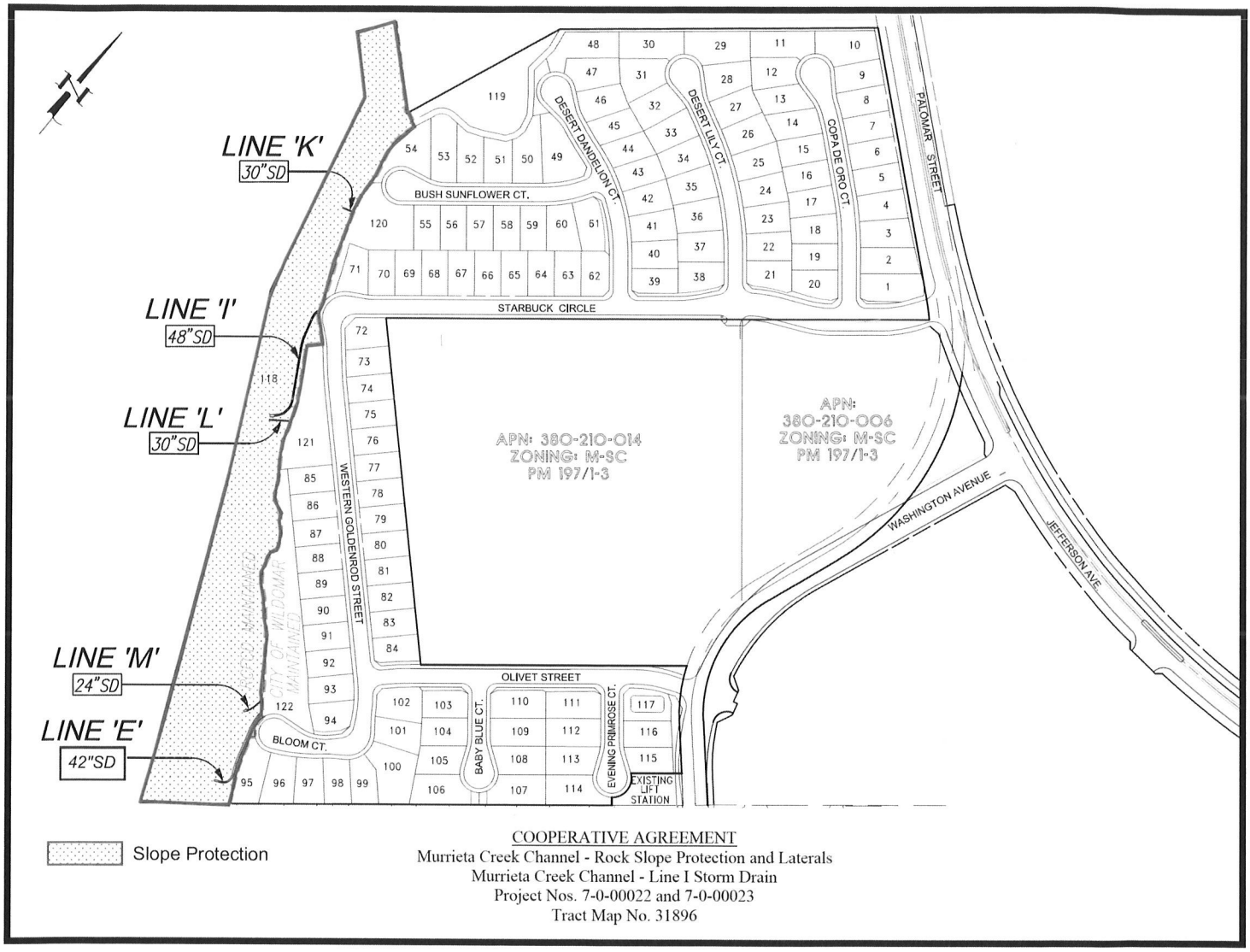
PARCEL B AS SHOWN ON LOT LINE ADJUSTMENT NO 4447, AS EVIDENCED BY DOCUMENT RECORDED OCTOBER 4, 2002 AS INSTRUMENT NO. 2002-555294 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 2 OF PARCEL MAP 29005, AS SHOWN BY MAP ON FILE IN BOOK 197 OF PARCEL MAPS, PAGES 1 THROUGH 3, INCLUSIVE, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, AND THAT PORTION OF BLOCK "M", AS SHOWN ON "MAP OF BLOCKS K, L, & M ELSINORE", ON FILE IN BOOK 4, PAGE 174, OF MAPS, IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, DESCRIBED AS FOLLOWS:

COMMENCING AT RANCHO LA LAGUNA CORNER #13; THENCE SOUTH 50° 00' 00" WEST 197.94 FEET (NORTH 50° 56' 06" EAST 197.18 FEET PER PM 197/1-3 TO THE INTERSECTION OF THE RANCHO LA LAGUNA LINE AND THE CENTERLINE OF THE COUNTY ROAD DESCRIBED BY DEED RECORDED IN BOOK 406, PAGE 98 OF DEEDS, ON 3-18-15 (CURRENTLY KNOWN AS PALOMAR STREET); THENCE CONTINUING SOUTH 50° 00' 00" WEST 30.03 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE ABOVE MENTIONED PALOMAR STREET, ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 50° 00' 00" WEST 616.75 FEET, MORE OR LESS, (NORTH 50° 56' 06" EAST PER PM 197/1-3) TO THE SOUTHERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2, NORTH 44° 52' 39" WEST 348.19 FEET, MORE OR LESS; THENCE LEAVING SAID LINE, NORTH 50° 58' 54" EAST 660.97 FEET, MORE OR LESS, TO A POINT ON THE CURVED WESTERLY RIGHT OF WAY LINE OF PALOMAR STREET, SAID CURVE BEING CONCAVE EASTERLY HAVING A RADIUS OF 388.10 FEET, A RADIAL TO SAID POINT BEARS SOUTH 68° 59' 42" WEST; THENCE SOUTHERLY ALONG SAID OF WAY LINE THROUGH A CENTRAL ANGLE OF 20° 44' 56" AND AN ARC LENGTH OF 140.55 FEET; THENCE SOUTH 41° 45' 16" EAST 207.57 FEET, MORE OR LESS, (NORTH 42° 14' WEST PER INST. 406/98, 3-18-15) TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF TAKEN BY FINAL ORDER OF CONDEMNATION RECORDED MARCH 7, 2011 AS INSTRUMENT NO. 2011-0103417 OF OFFICIAL RECORDS

EXHIBIT B



COOPERATIVE AGREEMENT
Murrieta Creek Channel - Rock Slope Protection and Laterals
Murrieta Creek Channel - Line I Storm Drain
Project Nos. 7-0-00022 and 7-0-00023
Tract Map No. 31896

Exhibit C

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If DEVELOPER has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

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

C. Vehicle Liability:

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

Exhibit C

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and

Exhibit C

related investigations, claims administration, and defense costs and expenses.

c. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

e. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes,

Exhibit C

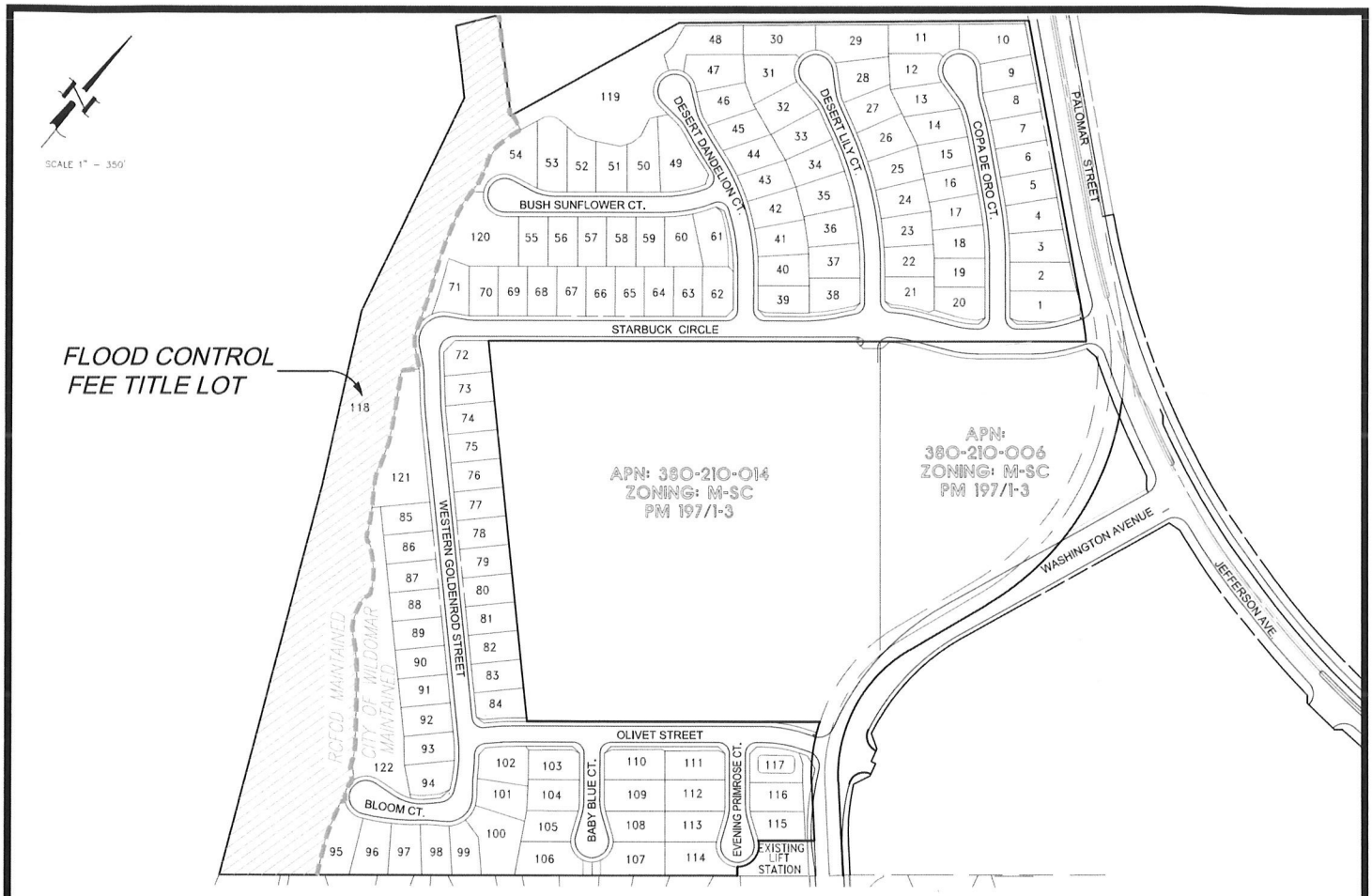
etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

i. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

EXHIBIT D



COOPERATIVE AGREEMENT
Murrieta Creek Channel - Rock Slope Protection and Laterals
Murrieta Creek Channel - Line I Storm Drain
Project Nos. 7-0-00022 and 7-0-00023
Tract Map No. 31896

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.7
Meeting Date: September 13, 2023

SUBJECT: Consideration of annual reporting of completed State mandated fire and life safety inspections by the City of Wildomar in compliance with SB 1205 for Fiscal Year 2022-2023.

SUBMITTED BY: Lonny Olson

PREPARED BY: Steve Payne

ACTION:
Adopt a resolution entitled:

RESOLUTION NO. 2023- ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE RIVERSIDE COUNTY FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRING ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13145, 13146, and 17921 OF THE CALIFORNIA HEALTH AND SAFETY CODE

BACKGROUND:
On September 27, 2018, Senate Bill 1205 became effective, and added a new section to the California Health and Safety Code that affects every fire department or fire district in the State. Existing state law required every fire department or district providing fire protection services to inspect every building used as a public or private school annually. This same annual inspection requirement is applicable to hotels, motels, lodging houses, and apartment houses. This bill also requires every fire department or district to annually report to its administering authority their compliance with the annual inspection requirements of the California Health and Safety Code. The bill also requires the administering authority to formally acknowledge receipt of the compliance report in a resolution or a similar formal document.

DISCUSSION:
The responsibility for conducting the required inspections falls to the Fire Division as directed

by the Deputy or Assistant Fire Marshal. In conducting these inspections, Fire Division staff evaluate compliance with such items as fire sprinkler and fire alarm maintenance, safe exiting, fire extinguisher maintenance, conducting fire drills, and safe storage of combustibles.

In review of all completed inspections, the Deputy Fire Marshal has determined that all required inspections have been completed for Fiscal Year 2022-2023. Adoption of the recommended resolution and transmittal to the appropriate State Agency will meet the City's obligation under SB 1205.

FISCAL IMPACT:
There is no fiscal impact related to this action and all costs of the inspection processes are included in the adopted fee resolution.

ATTACHMENTS:
1. Wildomar SB 1205 Resolution
2. Wildomar State Mandate 2022-2023

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE RIVERSIDE COUNTY FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRING ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13145, 13146 and 17921 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on January 1, 2019; and

WHEREAS, California Health & Safety Code Section 13146.4 requires all fire departments, including the Riverside County Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Health & Safety Code sections 13146.2 and 13146.3; and

WHEREAS, California Health & Safety Code Section 13146.2 and 13146.3 requires all fire departments, including the Riverside County Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, the Council of the City of Wildomar intends this Resolution to fulfill the requirements of the California Health & Safety Code 13146.4 regarding acknowledgment of the Riverside County Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wildomar, California: expressly acknowledges the measure of compliance of the Riverside County Fire Department with Health and Safety Code sections 13146.2 and 13146.3 for the properties identified in Attachment A in the City of Wildomar for the time period of July 1, 2022 to June 30, 2023, as follows:

Section 1. Educational Group E occupancies, for the purposes of this Resolution, are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. The Riverside County Fire Department completed 100% of the annual inspections of the identified Group E occupancies, buildings, structures and/or facilities in the City of Wildomar.

Section 2. Residential Group R occupancies, for the purposes of this Resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility

impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. The Riverside County Fire Department completed 100% of the annual inspections of the identified Group R occupancies, buildings, structures and/or facilities in the City of Wildomar.

PASSED, APPROVED AND ADOPTED this 13th day of September, 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales, CMC
City Clerk

Number	Street	Site Name	Occupancy Group	Type
23411	Bundy Canyon Rd	Bundy Canyon Christian School	E	School
23411	Bundy Canyon Rd	Bundy Canyon Christian School- Preschool	E	Preschool
31970	Central Ave.	California Lutheran High School	E	School
33122	Grape St.	Ready Set Grow Preschool	E	Preschool
34570	Monte Vista Dr.	All Aboard Preschool	E	Preschool
34570	Monte Vista Dr.	Cornerstone Christian School	E	School
34878	Monte Vista Dr.	Grace Christian Schools	E	School
21776	Palomar St.	Ann Sullivan Nursery	E	Preschool
23151	Palomar St.	Ortega Trails Youth Center	E	School
36243	Inland Valley Dr.	Southwest Healthcare Systems	I2.1	Healthcare
36485	Inland Valley Dr.	Inland Valley Regional Medical Center	I2	Healthcare
21591	Lemon St	St. Francis of Rome Preschool	E	Preschool
23151	Palomar St.	Sycamore Academy	E	School
32477	Starbuck Cir.	Murrieta Springs Adventist Christian Academy	E	School
21220	Walnut St.	Faith Baptist Academy	E	School
21800	Canyon Dr.	Elsinore High School	E	School
35450	Frederick St.	Donald Graham Elementary	E	School
35450	Frederick St.	Donald Graham Preschool	E	Preschool
21861	Grand Ave.	David A. Brown Middle School	E	School
20150	Mayhall Dr.	William Collier Preschool	E	School
20150	Mayhall Dr.	William Collier Elementary	E	School
21575	Palomar Rd.	Wildomar Preschool	E	School
21575	Palomar Rd.	Wildomar Elementary	E	School
35445	Porras Rd.	Ronald Regan Preschool	E	School
35445	Porras Rd.	Ronald Regan Elementary	E	School
24055	Clinton Keith Rd.	Oak Springs	R2	Apartment
24875	Prielipp Rd.	Gables Oak Creek	R2	Apartment
32365	South Pasadena St.	Wildomar Senior Assisted Living R2.1	R2.1	Assisted Living
32325	South Pasadena St.	Wildomar Senior Living Community	R2	Apartment
36491	Yamas Dr.	Santa Rosa	R2	Apartment

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.8
Meeting Date: September 13, 2023

SUBJECT: City of Wildomar Write-Off Of Uncollectible Accounts Policy

SUBMITTED BY: Heidi Schrader

PREPARED BY: Heidi Schrader

ACTION:
Adopt a Resolution entitled: RESOLUTION NO. 2023- ___ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS POLICY AND ESTABLISHING AUTHORITY LEVELS TO WRITE-OFF UNCOLLECTIBLE ACCOUNTS RECEIVABLE

SUMMARY:
This item adopts a write-off of uncollectible accounts policy

BACKGROUND:
The City currently does not have a write-off policy. Write-off of uncollectable accounts, no matter the size, require City Council approval. This includes everything from uncollectible developer deposits to minor administrative corrections of employee benefits withholding. As the City continues to grow and expand its accounts receivable collections, it is projected that the complexity associated with managing accounts receivable will also increase. It is important that the City get procedures and policies in place now, while it is still manageable. City staff are in the process of reconciling Developer Deposits and working on collecting expenses from as far back as 2010 and anticipate taking the accounts determined to be uncollectible to City Council before the end of the calendar year.

DISCUSSION:
The Uncollectible Accounts Policy (Exhibit A), sets the procedure going forward for collection of accounts receivable. It covers a variety of accounts receivable types, including but not limited to developer deposits, business registration fees, regulatory and development impact fees, and recovery for damage to City property. It sets a standard that accounts receivable be written off during the fiscal year in which the account is determined to be uncollectible. It also outlines the criteria by which an account will be considered uncollectible, and the procedure to prepare the request for write-off of accounts receivable, which includes due diligence review

and documentation.

In future, staff will reconcile all outstanding debt determined to be uncollectible and greater than $10,000 and take it to Council annually prior to the end of each fiscal year. The policy delegates authority to the City Manager to write off outstanding accounts receivable up to $10,000 and the Administrative Services Director to write off outstanding accounts receivable up to $5,000. Items within those limits will be managed administratively on a quarterly basis.

FISCAL IMPACT:
There is no fiscal impact of the adoption of this policy. It documents the City's uncollectible debt write off policy and procedures going forward. The fiscal impact of future accounts receivable to be written off will be calculated when they are brought forward to City Council.

ATTACHMENTS:
WriteoffPolicy_Resolution2023.docx
Exhibit A Write Off Policy.docx

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS POLICY AND ESTABLISHING AUTHORITY LEVELS TO WRITE-OFF UNCOLLECTIBLE ACCOUNTS RECEIVABLE

WHEREAS, the City of Wildomar is responsible for properly monitoring and reporting revenue and ensuring the collection of the City's accounts receivable; and

WHEREAS, as the City continues to grow and the scope of its accounts receivable continue to expand, it is critical to ensure that all reasonable diligence is used to collect receivables, improve measurement of the City's accounts receivable and ensure the most efficient use of City revenue collection resources; and

WHEREAS, the City of Wildomar believes it is important to adopt a policy to manage its accounts receivable on a regular basis to include writing off uncollectible accounts through Council action and establishing levels of authority to regularly write-off uncollectible accounts with values of $10,000 or less.

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

SECTION 1. WRITE-OFF POLICY. That the City of Wildomar, pursuant to said policy, shall actively pursue collection of past-due accounts receivable, regularly review the status of past due accounts, and write-off amounts determined to be uncollectible.

SECTION 2. WRITE-OFF PROCEDURES. Accounts receivable should generally be written off during the fiscal year in which an account is determined to be uncollectible; should collection of a written-off account occur subsequent to write-off, it will be treated as new revenue in the appropriate fund.

SECTION 3. APPROVAL AUTHORITY. The Administrative Services Director is authorized to approve the write-off of accounts with an outstanding balance due of up to $5,000; the City Manager is authorized to approve the write-off of accounts with an outstanding balance in excess of $5,000 and up to $10,000; and write-off of accounts with an outstanding balance due in excess of $10,000 must be approved by action of the City Council.

SECTION 4. The City Council of the City of Wildomar, California adopts the Write-off of Uncollectible Accounts Policy attached as Exhibit A.

PASSED, APPROVED, AND ADOPTED this 13th day of September 2023.

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

CITY OF WILDOMAR
WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS POLICY

I. PURPOSE AND POLICY

The purpose of this policy is to ensure that all reasonable diligence has been used to collect accounts receivable, improve measurement of the City's accounts receivable and ensure the most efficient use of City revenue collection resources.

It is the policy of the City of Wildomar to actively pursue collection of past-due accounts receivable, regularly review the status of past-due accounts, and write-off amounts determined to be uncollectible. A write-off of uncollectible accounts receivable from the City's accounting records does not constitute forgiveness of the debt nor a gift of public funds.

This policy applies to all City departments and funds.

II. PROCEDURES

Collection procedures are established by the responsible departments and will vary depending on the nature of the receivable. Types of receivables covered by this policy include but are not limited to: developer deposits; business registration fees; regulatory and development impact fees; fees for services; recovery for damage to City property; fines and penalties; and legal judgments.

Accounts receivable should generally be written off during the fiscal year in which an account is determined to be uncollectible. Subsequent collection of an account previously written-off will be treated as new revenue in the appropriate fund.

A. Designation of an Account as Uncollectible

An account will be considered uncollectible after the appropriate collection procedures have been followed if it meets one or more of the following criteria:

- The debt is disputed and the City has insufficient documentation to pursue collection efforts;
- The cost of further collection efforts will exceed the estimated recovery amount;
- The amount is under $20 and remains unpaid after one year;
- The account remains unpaid after the lesser of four years or the applicable period for commencement of a recovery action (statute of limitations);
- The debtor cannot be located, nor any of the debtor's assets;

- The debtor has no assets and there is no expectation they will have any in the future;
- The debtor has died and there is no known estate or guarantor;
- The debtor is a company which is no longer in business;
- The debt is discharged through legal action (bankruptcy or court judgement);
- The debt has been forgiven by action of the City Council.

B. <u>Preparation of Request for Write-Off of Accounts Receivable</u>

At least annually, each department will identify any accounts receivable for which that department is responsible, and that meet the criteria for designation as an uncollectible account. A request for write-off of accounts receivable per Appendix A of this policy will be prepared by departmental staff, signed by the department head, and submitted to the Administrative Services Director.

The request for write-off of accounts receivable must include an itemized list of the uncollectible accounts to be written off specifying the following:

- Debtor name;
- Account balance;
- Due date;
- Brief description of receivable type;
- Criteria under which the account was deemed uncollectible; and
- Account string of the receivable in the City's accounting system.

For each uncollectible account, documentation must be attached to the requests to support the uncollectible account designation and substantiate that the department has followed its collection procedures and exercised due diligence in its collection efforts. Due diligence documentation could include:

- Invoices, reminder letters, or collection letters (and any documentation that are returned as undeliverable, no known forwarding address, etc.);
- Information from the California Department of Corporations;
- Referral to the City's collection agency;
- Bankruptcy claim and any related plan or discharge;

- Judgement awarded by a court or settlement agreement;
- Advice from legal counsel that a debt is unenforceable/uncollectible; and
- Notice of discontinuation of services.

C. <u>Approval Authority for Write-Off Requests</u>

Upon receipt of a request for write-off of accounts receivable by the Administrative Services Director, Finance Department staff will review the request to ensure that it is complete, and that all necessary due diligence documentation has been attached. Once Finance Department staff has completed its review of a request, the qualified accounts to be written off will be presented to the appropriate authorizing official for approval:

- The Administrative Services Director is authorized to approve the write-off of accounts with an outstanding balance due of up to $5,000;
- The City Manager is authorized to approve the write-off of accounts with an outstanding balance in excess of $5,000 and up to $10,000;
- Write-off of accounts with an outstanding balance due in excess of $10,000 must be approved by action of the City Council.

APPENDIX A
REQUEST FOR WRITE-OFF OF ACCOUNTS RECEIVABLE

Debtor Name	Account Balance	Due Date	Receivable Type	Why Uncollectible?	Account String

For each uncollectible account, documentation must be attached to the requests to support the uncollectible account designation and substantiate that the department has followed its collection procedures and exercised due diligence in its collection efforts.

Department Head _____

Administrative Services Director _____

City Manager (for accounts in excess of $5,000 to $10,000) _____

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.9
Meeting Date: September 13, 2023

SUBJECT: Second Amendment to Agreement with Commercial Building Management Inc. for Facilities Janitorial Services for the City of Wildomar Parks.

SUBMITTED BY: Daniel Torres

PREPARED BY: Daniel Torres

ACTION:
Approve and Authorize the City Manager to execute an Agreement for Service Contract with Commercial Building Management Inc. (CBM Inc.) to provide Facilities Janitorial Services to the City of Wildomar Parks.

SUMMARY:
This amendment will extend the terms for an additional year of services provided by the current janitorial contractor for City parks. Included in the amendment is the compensation for the extension.

BACKGROUND:
In August 2019 an RFP for Facilities Janitorial Services was prepared and advertised. The agreement was awarded to Golden Touch Cleaning Solutions, Inc during the September 11, 2019 City Council Meeting. On April of 2020, Golden Touch Cleaning Solutions merged with Commercial Building Management Inc. All GTC productions and upper management employees continued to work without any changes. The agreement with the City of Wildomar remained unchanged with Janitorial Services continued as normal. During the August 2022 regular City Council meeting, the First Amendment to the Agreement was approved. The amendment will revise both scope of work and compensation to better suit the Wildomar Parks current maintenance service levels.

DISCUSSION:
The Second Amendment will extend the agreement for an additional year of services that will commence on October 10, 2023, and conclude on October 9, 2024. The scope of services is unchanged.

FISCAL IMPACT:
Services requested are for City Parks that are covered by Measure Z special assessment funds. There is a 3% increase in compensation rates in comparison to the First Amendment rates.

FY 23/24: $41,443.29
FY 24/25: $13,814.43.

ACCOUNT CODE:
255-410-4611-52115
255-410-4612-52115
255-410-4613-52115
255-410-4615-52115

ATTACHMENTS:
Second Amendment to Agreement for Facilities Janitorial Serivces.pdf
Exhibit "B-2" Compensation

SECOND AMENDMENT TO
FACILITIES JANITORIAL SERVICES

by and between

the

CITY OF WILDOMAR

and

COMMERCIAL BUILDING MANAGEMENT Inc.

Dated September 13, 2023

SECOND AMENDMENT TO FACILITIES JANITORIAL SERVICES

This Second Amendment to Facilities Janitorial Services ("Second Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF WILDOMAR, a California general law city ("City"), and Commercial Building Management Inc, a Corporation ("Service Provider"), as follows:

RECITALS

A. City and Service Provider entered in an agreement for Facilities Janitorial Services on October 9, 2019 ("Agreement"). The Agreement provides that Service Provider will janitorial services to the City of Wildomar parks.

B. Section 2 and 4 of the Agreement provide the Scope and Compensation for the performance of services, respectively,

C. Contractor and City entered into a First Amendment to the Agreement on August 10, 2022, which amended the scope of work and compensation to the Agreement and extended the Agreement to October 9, 2023.

D. Services by the Contractor have met the standards established by the City.

E. The Contractor and City desire to amend the Agreement to extend the terms for one year so that Contractor may continue to provide Services.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this First Amendment which modifies and amends the Agreement as follows:

1. **AMENDMENT.** The Agreement is hereby modified and amended as follows:

1.1 **TERM.** The following sentence is added to section 1.1: The Parties agree to a one year extension and this Agreement shall remain in effect until October 9, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

1.2 **COMPENSATION.** Section 4 of the Agreement is hereby amended as follows:

a. The second sentence in the Section 4(a) is hereby amended to read as follows:

The total compensation, including reimbursement for actual expenses, shall not exceed two hundred forty thousand two hundred ninety three dollars and ninety two cents ($240,293.92), unless additional compensation is approved in writing in

accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment of this Agreement.

b. Exhibit ‘B’ and ‘B-1’ Compensation is hereby modified to include Exhibit ‘B-2’ attached to this amendment.

2. GENERAL PROVISIONS.

2.1 **Remainder Unchanged**. Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2 **Integration**. This First Amendment constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

2.3 **Effective Date**. This First Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Service Provider.

2.4 **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

2.5 **References**. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

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

CITY

CITY OF WILDOMAR

By:_____
Daniel A. York, City Manager

ATTEST:

_____
Janet Morales, City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex, City Attorney

SERVICE PROVIDER

COMMERCIAL BUILDING MANAGEMENT, Inc.

By:_____
Name:_____
Title: _____

By:_____
Name:_____
Title: _____

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)

COUNTY OF)

On _____, 200___, before me, _____, Notary Public, personally appeared _____ _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
(SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

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

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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.

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WITNESS my hand and official seal.

_____

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Signer's Name: _____

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

RIV #4845-1206-0416 v1

EXHIBIT "B-2"
COMPENSATION

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

	FY23/24	**FY24/25**
A. Janitor	$26.00/hr	$26.00/hr
B. Supervisor	$30.00/hr	$30.00/hr
C. Pressure Wash	$45.00/hr	$45.00/hr
D. Emergency Service	$30.00/hr	$30.00/hr

FY 23/24

Marna O'Brien Park	$22,829.04
Windsong Park	$ 5,268.15
Regency Heritage Park	$ 8,077.95
Malaga Park	$ 5,268.15
Total	$41,443.29

FY 24/25

Marna O'Brien Park	$7,609.68
Windsong Park	$1,756.05
Regency Heritage Park	$2,692.65
Malaga Park	$1,756.05
Total	$13,814.43

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.10
Meeting Date: September 13, 2023

SUBJECT: Holiday Home Decoration and Calendar Contest

SUBMITTED BY: Annelle Rosales

PREPARED BY: Annelle Rosales

ACTION:
To receive and file the Home Decorating and Calendar Contest by the Community Services Department.

SUMMARY:
The Community Services Department provides Wildomar Residents the opportunity to engage in various programs and events. Wildomar Residents can participate in home decorating contests for both the Halloween and Christmas Holiday seasons. In addition, the City invites both beginner and professional photographers of all ages to take their best photos for consideration to be included in the following year's City calendar.

BACKGROUND:
This year the Community Services Department will be conducting these contests. Contests are open to all Wildomar Residents. The Holiday Home Decorating contest will have different decorating categories that Residents can choose from to compete for recognition. Staff will create the criteria to judge these entries.

The City will have a photo contest and invites beginner and professional photographers to take their best photos and submit them for consideration to be included in the following year's City calendar. Wildomar Residents of all ages are welcome to participate. Photos will be judged by the Mayor and City staff based on the year's theme and criteria. The development of the City Calendar will be subject to the amount of submissions to the Community Services Department.

DISCUSSION:
The Community Services Department will invite the winners of the Spooktacular Home Decorating Contest to be recognized at the Fall Family Fun Fair. Recognition of the winners for the Holiday Home Decorating Contest will be invited to the December City Council

Meetings. Contest winners will receive a yard sign and all contestants will be added to a map sharing the locations of the decorated homes throughout Wildomar. The photo contest winners will be notified by the Community Services Department and will be featured in the following year's City Calendar.

FISCAL IMPACT:
Community contest programs have been budgeted in the General Fund. Expenditures include the printing of yard signs for Holiday Home Decorating contest winners.

ACCOUNT CODE:
100-410-4610-52016

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.11
Meeting Date: September 13, 2023

SUBJECT: Warrant Register Aug 2023

SUBMITTED BY: Nicholas Neidiffer

PREPARED BY: Nicholas Neidiffer

ACTION:
Approve the following:

For Fiscal Year 2022/2023
1. Warrant Register dated 08-03-2023 in the amount of $529,938.55.
2. Warrant Register dated 08-10-2023 in the amount of $96,724.49
3. Warrant Register dated 08-17-2023 in the amount of $96,991.60.
4. Warrant Register dated 08-24-2023 in the amount of $157,608.90.
5. Warrant Register dated 08-31-2023 in the amount of $5,892.96.

For Fiscal Year 2023/2024
6. Warrant Register dated 08-03-2023 in the amount of $94,508.33.
7. Warrant Register dated 08-10-2023 in the amount of $84,099.64.
8. Warrant Register dated 08-17-2023 in the amount of $76,415.14.
9. Warrant Register dated 08-24-2023 in the amount of $175,524.78.
10. Warrant Register dated 08-31-2023 in the amount of $218,243.62.
11. Wire Transfer Register dated 07-31-2023 in the amount of $112,600.61.
12. Payroll Register dated 08-01-2023 in the amount of $357,871.77.

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

FISCAL IMPACT:
These Warrant, Wire Transfer and Payroll Registers will have a budgetary impact in the amount and fiscal year noted in the recommendation section of this report. These costs are included in the Fiscal Year 2022/23 and 2023/24 Budgets.

ATTACHMENTS:

4.2 Warrant Reg Aug 2023 Voucher Listings.pdf

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216955	8/3/2023	000033 AMERICAN FORENSIC NURSES	77911		BLOOD DRAW (1) SUSPECT KIT (1)	188.39
			77948		BLOOD DRAW (3)	200.55
					Total :	**388.94**
216956	8/3/2023	000034 BIO-TOX LABORATORIES	44488		RC SHERIFF - LAB SERVICES	1,194.96
					Total :	**1,194.96**
216957	8/3/2023	001678 CALIFORNIA INTERGOVERNMENTAL, RIS	INV-2017		CIRA GEN LIAB APRIL- JUNE 2023	5,000.00
					Total :	**5,000.00**
216958	8/3/2023	000054 DEPARTMENT OF TRANSPORTATION	SL231160		SIGNAL & LIGHTING BILLING APR 2023- JUN	4,656.96
					Total :	**4,656.96**
216959	8/3/2023	000022 EDISON	31523-8408CR		02/11/23-03/13/23 35711 CAPISTRANO ST CF	-55.02
			41223-8408		03/14/23-04/11/23 35711 CAPISTRANO ST CF	15.03
			51123-8408		04/12/23-05/10/23 35711 CAPISTRANO ST CF	15.03
			61223-8408		05/11/23-06/11/23 35711 CAPISTRANO ST CF	16.50
			71323-3123		06/12/23-07/12/23 23873 CLINTON KEITH	253.44
			71323-3487		06/12/23-07/12/23 23873 CLINTON KEITH RD	409.57
			71323-7255		06/12/23-07/12/23 23873 CLINTON KEITH RD	266.39
			71323-8408		06/12/23-07/12/23 35711 CAPISTRANO ST CF	16.71
			71423-3047		06/13/23-07/13/23 34311 MISSION TRAIL TC	98.32
			71423-3243		06/13/23-07/13/23 31818 CENTRAL ST LS3	32.64
			71423-3950		06/13/23-07/13/23 34311 MISSION TRAIL LS	29.95
			71423-5361		06/13/23-07/13/23 31818 CENTRAL TC1	89.71
			71423-7372		06/13/23-07/13/23 24211 CLINTON KEITH R	62.41
			71423-8688		06/13/23-07/13/23 21458 GRAND AVE TC1	88.23
					Total :	**1,338.91**
216960	8/3/2023	001762 EMERGENCY-1 RESPONSE, INC.	3078		MOVIE IN THE PARK @ WINDSONG 06/09/23	165.00
					Total :	**165.00**
216961	8/3/2023	001823 KJ'S HEATING & AIR	4339	0000478	A/C REPAIR AT FS61	1,200.00
					Total :	**1,200.00**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216962	8/3/2023	001667 OLDCASTLE INFRASTRUCTURE INC	500040895	0000448	CATCH BASIN INSERT MAINTENANCE FOR ZONE	457.50
			500040897	0000448	CATCH BASIN INSERT MAINTENANCE FOR ZONE	2,379.00
			50040894	0000448	CATCH BASIN INSERT MAINTENANCE FOR ZONE	1,098.00
					Total :	**3,934.50**
216963	8/3/2023	000047 RIVERSIDE COUNTY, SHERIFF'S DEPART	SH0000043860		CONTRACT LAW ENFORCEMENT THROUGH 06/30/2	501,045.28
					Total :	**501,045.28**
216964	8/3/2023	001840 SANTOLUCITO DORE GROUP, INC.	632	0000456	APPRAISAL REPORT 05/04/23, OAK CREEK PRO	5,400.00
					Total :	**5,400.00**
216965	8/3/2023	000918 TKE ENGINEERING INC	2023-210		CONTRACTUAL SVC 03/01/23-03/31/23	780.00
			2023-358		CONTRACTUAL SVC 04/01/23 - 06/30/23	4,834.00
					Total :	**5,614.00**

11 Vouchers for bank code : wf **Bank total :** **529,938.55**

11 Vouchers in this report **Total vouchers :** **529,938.55**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216996	8/10/2023	000080 BURKE, WILLIAMS AND SORENSON,, LLF	304236		JUNE 2023 LEGAL FEES	56,908.23
					Total :	**56,908.23**
216997	8/10/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12381437		04/19/23-05/20/23 WATER ZONE 3 LOC 23 M	55.02
			12381645		04/19/23-05/20/23 WATER ZONE 30 LOC 2	59.15
			12381685		04/19/23-05/20/23 WATER ZONE 3 LOC 49 M1	59.15
			12381939		04/19/23-05/20/23 WATER ZONE 51 LOC 1	55.02
			12382648		04/19/23-05/20/23 WATER ZONE 3 LOC 29 M1	569.98
			12382727		04/19/23-05/20/23 WATER ZONE 3 LOC 29 M2	180.19
			12382730		04/19/23-05/20/23 WATER ZONE 30 LOC 1	217.82
			12382829		04/19/23-05/20/23 WATER ZONE 3 LOC 42 &	180.19
			12383222		04/19/23-05/20/23 WATER 22450 1/2 CERVER	312.77
			12383465		04/19/23-05/20/23 WATER 22450 CERVERA	207.51
			12384558		04/19/23-05/20/23 WATER ZONE 62 - 22933	59.16
			12384645		04/19/23-05/20/23 WATER ZONE 67 - ARNNET	59.15
			1238-May1		04/19/23-05/20/23 WATER BASEBALL FIELD	333.21
			1238-May2		04/19/23-05/20/23 WATER WINDSONG	558.55
					Total :	**2,906.87**
216998	8/10/2023	000499 INLAND EMPIRE LANDSCAPE INC	40911		MAY 2023 LANDSCAPE MAINTENANCE - ZONE	10,385.44
					Total :	**10,385.44**
216999	8/10/2023	001652 MARK THOMAS & COMPANY INC.	48022	0000327	DESIGN PROFESSIONAL SERVICES AS PER SERV	7,915.56
					Total :	**7,915.56**
217000	8/10/2023	000856 MICHAEL BAKER INTERNATIONAL IN	1185847		P/E JUNE 30, 2023 CONTRACTUAL SERVICES P	12,823.50
					Total :	**12,823.50**
217001	8/10/2023	001921 SCA OF CA, LLC	105923CS		CFD 2013-1 ZONE 2, 3, 5, 19 - ARTERIAL -	5,784.89
					Total :	**5,784.89**

6 Vouchers for bank code : wf **Bank total :** **96,724.49**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

6 Vouchers in this report Total vouchers : 96,724.49

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217023	8/17/2023	001512 HOPE, INC.	72823		REIMBURSEMENT 22/23 GRANT	7,675.24
					Total :	**7,675.24**
217024	8/17/2023	000499 INLAND EMPIRE LANDSCAPE INC	41114		JUNE 2023 LANDSCAPE PARKS	5,980.00
					Total :	**5,980.00**
217025	8/17/2023	000918 TKE ENGINEERING INC	2022-1038		CONTRACTUAL SVC 10/01/22-10/31/22	1,512.00
			2023-357		04/01/23-06/30/23 CONTRACTUAL SERVICES	5,561.00
			2023-359		CONTRACTUAL SVC 04/01/23-6/30/23	15,025.00
			2023-360		CONTRACTUAL SVC 05/07/23-6/30/23	12,835.86
			2023-361		04/01/23-06/30/23 CONTRACTUAL SERVICES	390.00
			2023-362		04/01/23-06/30/23 CONTRACTUAL SERVICES	1,370.50
			2023-363		04/01/23-06/30/23 CONTRACTUAL SERVICES	1,313.50
			2023-364		06/01/23-06/30/23 CONTRACTUAL SERVICES	130.00
			2023-365		03/01/23-06/30/23 CONTRACTUAL SERVICES	3,142.00
			2023-366		04/01/23-06/30/23 CONTRACTUAL SERVICES	1,961.00
			2023-367		04/01/23-06/30/23 CONTRACTUAL SERVICES	2,221.00
			2023-368		04/01/23-06/30/23 CONTRACTUAL SERVICES	1,690.00
			2023-369		04/01/23-06/30/23 CONTRACTUAL SERVICES	3,500.50
			2023-370		06/01/23-06/30/23 CONTRACTUAL SERVICES	130.00
			2023-472		04/01/23-06/30/23 CONTRACTUAL SERVICES	3,895.50
			2023-473		04/01/23-06/30/23 CONTRACTUAL SERVICES	130.00
			2023-474		04/01/23-06/30/23 CONTRACTUAL SERVICES	5,599.00
			2023-475		04/01/23-06/30/23 CONTRACTUAL SERVICES	650.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217025	8/17/2023	000918 TKE ENGINEERING INC	(Continued)			
			2023-476		04/01/23-06/30/23 CONTRACTUAL SERVICES	195.00
			2023-477		04/01/23-06/30/23 CONTRACTUAL SERVICES	2,145.00
			2023-478		03/19/23-06/30/23 CONTRACTUAL SERVICES	195.00
			2023-479		03/01/23-06/30/23 CONTRACTUAL SERVICES	2,116.50
			2023-480		04/01/23-06/30/23 CONTRACTUAL SERVICES	195.00
			2023-481		04/01/23-06/30/23 CONTRACTUAL SERVICES	5,528.50
			2023-482		04/01/23-06/30/23 CONTRACTUAL SERVICES	195.00
			2023-483		04/01/23-06/30/23 CONTRACTUAL SERVICES	2,299.50
			2023-484		04/01/23-06/30/23 CONTRACTUAL SERVICES	4,391.50
			2023-485		05/14/23-06/30/23 CONTRACTUAL SERVICES	2,246.50
			2023-486		03/01/23-06/30/23 CONTRACTUAL SERVICES	2,772.00
					Total :	**83,336.36**

3 Vouchers for bank code : wf **Bank total :** **96,991.60**

3 Vouchers in this report **Total vouchers :** **96,991.60**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217050	8/24/2023	000034 BIO-TOX LABORATORIES	44611		RC SHERIFF - LAB SERVICES	412.15
			44612		RC SHERIFF - LAB SERVICES	993.70
					Total :	**1,405.85**
217051	8/24/2023	000988 COUNTY OF RIVERSIDE, INFORMATION T	IT0000005704		06/01/23-06/30/23 MEETING SUPPORT-RIVCO-	227.30
					Total :	**227.30**
217052	8/24/2023	000058 DEPARTMENT OF JUSTICE	665081		JUNE 2023 POLICE BLOOD ALCOHOL ANALYSIS	245.00
					Total :	**245.00**
217053	8/24/2023	000072 INTERWEST CONSULTING GROUP	89577		CAPITAL IMPROVEMENT MGMT - JUNE 2023	27,386.76
			89580		BUILDING & SAFETY - JUNE 2023	54,128.00
					Total :	**81,514.76**
217054	8/24/2023	001852 LC PAVING & SEALING, INC	71323		PALOMAR & CLINTON KEITH PAY REQUEST #5 R	74,215.99
					Total :	**74,215.99**

5 Vouchers for bank code : wf **Bank total : 157,608.90**

5 Vouchers in this report **Total vouchers : 157,608.90**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217074	8/31/2023	000022 EDISON	081723-2529		01/09/23-06/09/23 22378 BUNDY CANYON RD	1,590.61
			081723-2529CR		01/09/23-06/09/23 22378 BUNDY CANYON RD	-229.82
					Total :	**1,360.79**
217075	8/31/2023	001911 HDL SOFTWARE LLC.	SIN030863		JUNE 2023 HDL FEES	2,358.24
					Total :	**2,358.24**
217076	8/31/2023	000149 RIVERSIDE COUNTY EXECUTIVE, OFFICI	2023/01WILDO		MISC. ADMINISTRATIVE EXPENSES	2,173.93
					Total :	**2,173.93**
3	**Vouchers for bank code :**	wf			**Bank total :**	**5,892.96**
3	**Vouchers in this report**				**Total vouchers :**	**5,892.96**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216966	8/3/2023	001913 ABSOLUTE INTERNATIONAL, SECURITY I	2020108021	0000473	ALARM SECURITY FOR PARKS AND CITY HALL F	8,088.35
					Total :	**8,088.35**
216967	8/3/2023	000088 ACE HARDWARE	307401/3		MARNA OBRIEN DEPT SUPPLIES	6.81
			307425/3		WINDSONG DEPT SUPPLIES	54.72
					Total :	**61.53**
216968	8/3/2023	002045 ALBERTSONS COMPANIES LLC	71823		DEVELOPER DEPOSIT REFUND OF UNUSED FUNDS	170.10
					Total :	**170.10**
216969	8/3/2023	001692 AMAZON CAPITAL SERVICES	1K7P-RNR7-K6HN		CITY CLERK DEPT SUPPLIES	341.66
					Total :	**341.66**
216970	8/3/2023	000033 AMERICAN FORENSIC NURSES	77949		BLOOD DRAW (1)	66.85
					Total :	**66.85**
216971	8/3/2023	000029 APPLEONE	01-6676566		ADMIN W/E 7/22/23 (JH)	1,418.45
			01-6676567		ADMIN W/E 7/22/23 (HJ)	1,740.40
			01-6676568		ADMIN ASSISTANT - CLERICAL W/E 7/22/23 (	1,296.32
			01-6676974		ACCOUNTING SPECIALIST W/E 7/22/23 (WH)	3,509.39
					Total :	**7,964.56**
216972	8/3/2023	001002 ARCHITERRA DESIGN GROUP	31189		06/25/23-07/24/23 PLAN CHECK - SI COORD	1,606.31
			31190		06/25/23-07/24/23 PLAN CHECK - PH 1 HOA	1,507.78
			31191		06/25/23-07/24/23 PLAN CHECK - SI COORD/	1,632.78
			31192		06/25/23-07/24/23 PLAN CHECK - 6TH PC HO	781.25
			31193		06/25/23-07/24/23 PLAN CHECK - SI COORD/	784.25
			31194		06/25/23-07/24/23 PLAN CHECK - 2ND PC	812.50
			31195		06/25/23-07/24/23 PLAN CHECK - 2ND PC	812.50
			31196		06/25/23-07/24/23 PLAN CHECK - 1ST PC	625.00
			31197		06/25/23-07/24/23 PLAN CHECK - 1ST PR	687.50
			31198		06/25/23-07/24/23 PLAN CHECK - 1ST PC	718.75
					Total :	**9,968.62**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216973	8/3/2023	001678 CALIFORNIA INTERGOVERNMENTAL, RIS	INV-1930		ANNUAL CYBER, POLLUTION, CRIME & ADWRP/D	5,894.59
			INV-1981		ANNUAL PROPERTY PREMIUM FY 23/24	24,642.00
					Total :	**30,536.59**
216974	8/3/2023	001761 CHARTER COMMUNICATIONS	2318070823		CABLE THROUGH 08/07/23 - FS61	5.33
					Total :	**5.33**
216975	8/3/2023	001292 CRISP IMAGING	404161		CANNABIS EXHIBITS	40.69
					Total :	**40.69**
216976	8/3/2023	000022 EDISON	072723-6091		06/26/23-07/26/23 COMO ST (LITTLE LEAGUE	47.31
			072723-7258		06/26/23-07/26/23 ELEC 21400 PALOMAR (CE	318.80
			072723-9129		06/26/23-7/26/23 32637 GRUWELL (FS#61)	1,597.31
					Total :	**1,963.42**
216977	8/3/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12492721		06/17/23-0716/23 WATER ZONE 42 LOC 01 M1	490.61
			12492972		06/17/23-07/16/23 WATER ZONE 42 LOC 02 M	252.39
			12492973		06/17/23-07/16/23 WATER ZONE 42 LOC 02 M	423.85
			12499498		06/21/23-07/20/23 WATER ZONE 3 LOC 35 M1	59.23
					Total :	**1,226.08**
216978	8/3/2023	001762 EMERGENCY-1 RESPONSE, INC.	3101		EMT BIRTHDAY CELEBRATION	175.00
			3116		EMT CONCERT IN THE PARK	175.00
					Total :	**350.00**
216979	8/3/2023	001450 FRANCHISE TAX BOARD	80323		WITHHOLDING ORDER - S. STANTON CASE #562	50.00
					Total :	**50.00**
216980	8/3/2023	000941 FRONTIER	72223		06/22/23-08/21/23 FIOS INTERNET CHARGES	313.32
					Total :	**313.32**
216981	8/3/2023	000685 GREAT AMERICA FINANCIAL SERVIC	34487800		CANON COLOR COPIER SYST. #018-1765784	214.24

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216981	8/3/2023	000685 000685 GREAT AMERICA FINANCIAL SERVIC (Continued)			**Total :**	**214.24**
216982	8/3/2023	000070 LAKE ELSINORE AND SAN JACINTO, WAT	TMDL-2024-12		FY 23/24 TMDL TASK FORCE CONTRIBUTIONS	26,065.00
					Total :	**26,065.00**
216983	8/3/2023	001530 LOGO JOE'S	37427		CITY COUNCIL JACKET & SHIRTS - C. MARQUE	554.23
					Total :	**554.23**
216984	8/3/2023	000186 RIGHTWAY	349785		07/20/23-08/16/23 - PORTA/WASHSTN - WIND	723.50
					Total :	**723.50**
216985	8/3/2023	000790 SPARKLETTS	72223		CITY HALL DRINKING WATER THROUGH 07/22/2	296.93
					Total :	**296.93**
216986	8/3/2023	001255 STEVE'S TOWING INC	138557		CODE ENFORCEMENT FLEET VEHICLE TOW FOR R	162.00
					Total :	**162.00**
216987	8/3/2023	000985 TRAUMA INTERVENTION PROGRAMS, (T	CL2324		ANNUAL SERVICE 2023/2024	4,000.00
					Total :	**4,000.00**
216988	8/3/2023	000437 VERIZON WIRELESS	9940240826		07/23/23-08/22/23 DATA INT CHRG 9239	1,236.62
			9940240827		07/23/23-08/22/23 DATA INTERNET CHRG 619	40.01
					Total :	**1,276.63**
216989	8/3/2023	001753 YORK, DANIEL	80123		REIMBURSE: ICSC CONFERENCE - TRAVEL - GA	68.70
					Total :	**68.70**

24 Vouchers for bank code : wf **Bank total :** **94,508.33**

24 Vouchers in this report **Total vouchers :** **94,508.33**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217002	8/10/2023	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	JULY 2023		JULY 2023 ANIMAL CONTROL SERVICES	7,000.00
					Total :	**7,000.00**
217003	8/10/2023	001468 BANKS, ARRIN	80223		PLANNING COMMISSION MEETING 08/02/23	75.00
					Total :	**75.00**
217004	8/10/2023	001419 BERNARD, BRIANNA	80223		PLANNING COMMISSION MEETING 08/02/23	75.00
					Total :	**75.00**
217005	8/10/2023	001748 CALIFORNIA CONSULTING, INC.	6133	0000485	GRANT WRITING SERVICE FOR 12 MONTHS	4,850.00
					Total :	**4,850.00**
217006	8/10/2023	001916 CAMBERO, GEORGE	80223		PLANNING COMMISSION MEETING 08/02/23	75.00
					Total :	**75.00**
217007	8/10/2023	000785 CORELOGIC SOLUTIONS, LLC	82182755		JULY 2023 CODE ENFORCEMENT SOFTWARE	297.50
					Total :	**297.50**
217008	8/10/2023	000928 COUNTY OF RIVERSIDE EMD	22-23Q4		EMERGENCY SERVICES COORDINATOR SVCS	11,250.00
					Total :	**11,250.00**
217009	8/10/2023	001300 DELL MARKETING L.P.	10689248560	0000480	REPLACEMENT COMPUTERS	11,920.47
					Total :	**11,920.47**
217010	8/10/2023	000022 EDISON	080123-0828		07/01/23-07/31/23 ELECTRIC - WILDOMAR CI	166.78
			080123-0962		07/01/23-07/31/23 ELECTRIC - CFD 2013-00	249.67
			080123-1202		07/01/23-07/31/23 ELECTRIC - HIDDEN SPRI	39.40
			080123-1757		07/01/23-07/31/23 ELECTRIC - CFD 2013-00	202.83
			080123-4293		07/01/23-07/31/23 ELECTRIC	6,134.41
			080123-4487		07/01/23-07/31/23 ELECTRIC - 20505 PALOM	57.00
			080123-4610		07/01/23-07/31/23 ELECTRIC - CFD 2013-00	128.35
			080123-4845		07/01/23-07/31/23 ELECTRIC - CFD ZONE 2	64.18
			080123-7481		07/01/23-07/31/23 ELECTRIC	501.51
			080123-7504		07/01/23-07/31/23 ELECTRIC - CFD 2013-1	34.68
			080123-7694		07/01/23-07/31/23 ELECTRIC - CFD ZONE 3	218.28

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217010	8/10/2023	000022 EDISON	(Continued)			
			080123-8975		07/01/23-07/31/23 ELECTRIC - CFD ZONE 3	128.35
			080123-9127		07/01/23-07/31/23 ELECTRIC - CFD 2013-0	244.52
					Total :	**8,169.96**
217011	8/10/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12495667		06/20/23-07/19/23 WATER ZONE 3 LOC 23 M1	289.19
			12495874		06/20/23-07/19/23 WATER ZONE 30 LOC 2	89.87
			12495914		06/20/23-07/19/23 WATER ZONE 3 LOC 49 M1	100.94
			12496168		06/20/23-07/19/23 WATER ZONE 51 LOC 1	157.28
			12496334		06/20/23-07/19/23 WATER BASEBALL FIELD	236.71
			12496373		06/20/23-07/19/23 WATER WINDSONG	854.46
			12496881		06/20/23-07/19/23 WATER ZONE 3 LOC 29 M1	482.16
			12496959		06/20/23-07/19/23 WATER ZONE 3 LOC 29 M2	236.62
			12496962		06/20/23-07/19/23 WATER ZONE 30 LOC 1	269.19
			12497061		06/20/23-07/19/23 WATER ZONE 3 LOC 42 &	251.38
			12497457		06/20/23-07/19/23 WATER 22450 1/2 CERVER	247.43
			12497699		06/20/23-07/19/23 WATER 22450 CERVERA	94.75
			12498790		06/20/23-07/19/23 WATER ZONE 62 - 22933	200.57
			12498877		06/20/23-07/19/23 WATER ZONE 67 - ARNNET	91.82
					Total :	**3,602.37**
217012	8/10/2023	001343 FILAR, ERIC	80223		PLANNING COMMISSION MEETING 08/02/23	75.00
					Total :	**75.00**
217013	8/10/2023	000941 FRONTIER	80123A		08/01/23-08/31/23 OFFICE TELEPHONE CHARG	539.90
			80123B		08/01/23-08/31/23 OFFICE TELEPHONE CHARG	55.96
					Total :	**595.86**
217014	8/10/2023	000685 GREAT AMERICA FINANCIAL SERVIC	34540785		CANON COLOR COPIER SYST. #019-1780554	214.24
					Total :	**214.24**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217015	8/10/2023	000016 INNOVATIVE DOCUMENT SOLUTIONS	252788		07/01/23-07/31/23 CONTRACT COPIER SVCS-M	1,128.22
					Total :	**1,128.22**
217016	8/10/2023	000113 LEAGUE OF CALIFORNIA CITIES	2777		RIVERSIDE COUNTY DIVISION MEETING 07/10/	40.00
					Total :	**40.00**
217017	8/10/2023	001683 PARKER, JOHN	80223		REIMBURSE - BOOTS	68.50
					Total :	**68.50**
217018	8/10/2023	001806 SOUTHERN CALIFORNIA NEWS, GROUP	11612496		PUBLIC NOTICE - CC/GP STUDY SESSION NOPM	305.40
			11614635		PUBLIC NOTICE - ORD. 233 BINGO	1,692.12
					Total :	**1,997.52**
217019	8/10/2023	001021 SPICER CONSULTING GROUP	1385		CFD 2022-1 ANNEX 5 (AVALINO) ROI 50% COM	5,000.00
			1386		CFD 2022-1 ANNEX 6 (TRES LAGOS) ROI 50%	5,000.00
			1387		CFD 2022-1 ANNEX 7 (WESTPARK) ROI 50% CO	5,000.00
			1388		CFD 2023-1 FORMATION (AVALINO) 50% COMPL	10,000.00
					Total :	**25,000.00**
217020	8/10/2023	000995 STRONG, KIM	080223		PLANNING COMMISSION MEETING 08/02/23	75.00
					Total :	**75.00**
217021	8/10/2023	001970 TEC INC.	7012		PALOMAR PASSIVE PARK SITE - CITY OF WILD	7,590.00
					Total :	**7,590.00**

20 Vouchers for bank code : wf **Bank total :** **84,099.64**

20 Vouchers in this report **Total vouchers :** **84,099.64**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217026	8/17/2023	000088 ACE HARDWARE	307445/3		EQUIPMENT	117.75
					Total :	**117.75**
217027	8/17/2023	000029 APPLEONE	01-6683155		ADMIN W/E 7/29/23 (JH)	1,400.49
			01-6683156		ADMIN W/E 7/29/23 (HJ)	1,740.40
			01-6683157		ADMIN ASSISTANT-CLERICAL W/E 7/29/23 (CH	1,296.32
			01-6683565		ACCOUNTANT W/E 7/29/23 (KS)	2,071.32
			01-6687572		ADMIN W/E 8/05/23 (JH)	1,436.40
			01-6687573		ADMIN W/E 8/05/23 (HJ)	1,740.40
			01-6687574		ADMIN ASSISTANT-CLERICAL W/E 8/05/23 (CH	1,296.32
			01-6687972		ACCOUNTANT W/E 8/05/23 (KS	2,011.20
					Total :	**12,992.85**
217028	8/17/2023	001761 CHARTER COMMUNICATIONS	2318080823		CABLE THROUGH 9/7/23 - FS61	10.66
					Total :	**10.66**
217029	8/17/2023	000700 CPRS	71823		MEMBER ANNUAL - DIST 11 - ANNELLE R. THR	145.00
					Total :	**145.00**
217030	8/17/2023	000002 CRYSTAL CLEAN MAINTENANCE	803N		AUG 2023 - CITY HALL JANITORIAL SERVICES	3,214.75
					Total :	**3,214.75**
217031	8/17/2023	000022 EDISON	81123-3123		07/13/23-08/10/23 23873 CLINTON KEITH RD	287.90
			81123-3487		07/13/23-08/10/23 23873 CLINTON KEITH RD	478.59
			81123-7255		07/13/23-08/10/23 23873 CLINTON KEITH RD	397.26
			81123-8408		07/13/23-08/10/23 35711 CAPISTRANO ST CF	15.77
					Total :	**1,179.52**
217032	8/17/2023	001266 ENVIRONMENTAL SYSTEMS RESEARCH	94537628		ARCGIS ONLINE GIS/CREATOR/FIELD/VIEWER R	4,450.00
					Total :	**4,450.00**
217033	8/17/2023	001450 FRANCHISE TAX BOARD	81723		WITHHOLDING ORDER - S STANTON CASE #5621	50.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217033	8/17/2023	001450 001450 FRANCHISE TAX BOARD	(Continued)		**Total :**	**50.00**
217034	8/17/2023	000685 GREAT AMERICA FINANCIAL SERVIC	34636875		CANON COLOR COPIER SYST. #015-1472515	359.97
					Total :	**359.97**
217035	8/17/2023	001666 INFINITY TECHNOLOGIES	1615A		JULY 2023 IT CONTRACTUAL SERVICES	11,300.00
			1615B		JULY 2023 DATTO OFFICE 365 BACKUP SERVIC	175.50
			1655		JULY 2023 GIS CONTRACTUAL SERVICES	3,295.00
					Total :	**14,770.50**
217036	8/17/2023	000499 INLAND EMPIRE LANDSCAPE INC	41458		MISC.REPAIR,IRRIGATION. MARNA O'BRIEN PA	674.93
					Total :	**674.93**
217037	8/17/2023	001139 LIFTOFF, LLC	7194ADD5		XTRA FILE STORAGE - 1 GB, M9T-00002, 2 M	400.00
					Total :	**400.00**
217038	8/17/2023	001107 PLACEWORKS	82660		JULY 2023 CONTRACTUAL SVC - MULTI-FAMILY	1,631.53
			82697		JULY 2023 CONTRACTUAL SVC - GP UPDATE/EI	22,684.30
			82883		JULY 2023 CONTRACTUAL SVC - PROJECT RELA	193.75
			82885		JULY 2023 CONTRACTUAL SVC - PROJECT RELA	2,545.00
			82887		JULY 2023 CONTRACTUAL SVC - PROJECT RELA	2,515.00
			82888		JULY 2023 CONTRACTUAL SVC - PROJECT RELA	116.25
					Total :	**29,685.83**
217039	8/17/2023	000526 PRINT POSTAL	16852		CODE ENFORCEMENT WINDOW ENVELOPES	810.19
					Total :	**810.19**
217040	8/17/2023	001807 ROGERS, ANDERSON, MALODY &, SCOT	73292		JULY 2023 FOR FY22/23 AUDIT - CITY OF WI	6,750.00
					Total :	**6,750.00**
217041	8/17/2023	001393 SOCALGAS	81023		07/10/23-08/08/23 GAS - FIRE DEPT 32637	50.18

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217041	8/17/2023	001393 001393 SOCALGAS	(Continued)		**Total :**	**50.18**
217042	8/17/2023	000094 STAUFFERS LAWN EQUIPMENT	331312		EQUIPMENT	68.51
			331339		EQUIPMENT	28.28
					Total :	**96.79**
217043	8/17/2023	001720 STERICYCLE, INC	8004360530A		CONTRACTUAL SHREDDING SVC	156.22
					Total :	**156.22**
217044	8/17/2023	001505 THE ENDEAVOR PRODUCTION, GROUP	1087		MAYOR'S MINUTE- ANNUAL ROAD IMPROVEMENTS	500.00
					Total :	**500.00**
19	**Vouchers for bank code :**	wf			**Bank total :**	**76,415.14**
19	**Vouchers in this report**				**Total vouchers :**	**76,415.14**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217055	8/24/2023	000031 AFLAC, REMITTANCE PROCESSING, CEN	82301		AUG 2023 CITY COUNCIL MEDICAL INS. BENEF	1,350.63
					Total :	**1,350.63**
217056	8/24/2023	001627 AMERICAN EAGLE TROPHIES	10042		NAME PLATES FOR THE DIAS	290.36
			10194		(3) ENGRAVED PLATE 3X18	156.60
					Total :	**446.96**
217057	8/24/2023	000029 APPLEONE	01-6692727		ADMIN W/E 8/12/23 (JH)	1,418.45
			01-6692728		ADMIN W/E 8/12/23 (HJ)	870.20
			01-6692729		ADMIN ASSISTANT-CLERICAL W/E 8/12/23 (CH	972.24
			01-6693139		ACCOUNTANT W/E 8/12/23 (KS)	2,019.49
					Total :	**5,280.38**
217058	8/24/2023	000027 DIRECT TV	082317220X230813		08/12/23-09/11/23 CABLE SERVICES - CITY	168.99
					Total :	**168.99**
217059	8/24/2023	000022 EDISON	72823-2458		06/27/23-07/27/23 32972 WELLS PL	437.07
			72823-2458	S	CREDIT MEMO	-186.55
			81423-3047		07/14/23-08/13/23 34311 MISSION TRAIL TC	100.12
			81423-3243		07/14/23-08/13/23 31818 CENTRAL ST LS3	32.83
			81423-3767		07/18/23-08/15/23 31160 CLINTON KEITH RD	11.30
			81423-3950		07/14/23-08/13/23 34311 MISSION TRAIL LS	30.27
			81423-5361		07/14/23-08/13/23 31818 CENTRAL TC1	89.99
			81423-7372		07/14/23-08/13/23 24211 CLINTON KEITH RD	61.80
			81423-8688		07/14/23-08/13/23 21458 GRAND AVE TC1	89.75
			81623-7366		07/18/23-08/15/23 32975 WILLOW BAY RD TC	89.61
					Total :	**756.19**
217060	8/24/2023	000876 GATES SOUND	23-1278		UPGRADED LIVESTREAM EQUIPMENT	943.24
					Total :	**943.24**
217061	8/24/2023	001325 GEOCON WEST, INC.	723070429		CONTRACTUAL SVC THROUGH 7/09/23	351.50
			723070449		CONTRACTUAL SVC THROUGH 7/09/23	4,000.00
					Total :	**4,351.50**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217062	8/24/2023	000685 GREAT AMERICA FINANCIAL SERVIC	34641358		CANON COLOR COPIER SYST. #016-1585799	214.24
					Total :	**214.24**
217063	8/24/2023	000499 INLAND EMPIRE LANDSCAPE INC	41354		JULY 2023 LANDSCP MAINT ZONE 3	10,638.65
					Total :	**10,638.65**
217064	8/24/2023	000304 JOE A. GONSALVES & SON	160995	0000484	AUG 2023 PROF. CONTRACTUAL LEGISLATIVE A	3,000.00
					Total :	**3,000.00**
217065	8/24/2023	001139 LIFTOFF, LLC	7200ren2023	0000489	OFFICE 365 PLAN G3 12 MONTHS, 60 LICENSE	22,080.00
					Total :	**22,080.00**
217066	8/24/2023	002051 PLACER LABS, INC.	12.0728		LOCATION BASED SERVICES & ANALYTICS AUGU	15,100.00
					Total :	**15,100.00**
217067	8/24/2023	001107 PLACEWORKS	82680		JULY 2023 PROF. SVCS. - 27 ACRE PARK CIP	25,513.29
					Total :	**25,513.29**
217068	8/24/2023	000042 PV MAINTENANCE, INC.	005-270		CITYWIDE MAINT. CONTRACTUAL SERVICES - J	58,667.90
					Total :	**58,667.90**
217069	8/24/2023	001921 SCA OF CA, LLC	106641CS		CFD 2013-1 ZONE 2 SWEEPS	5,913.96
					Total :	**5,913.96**
217070	8/24/2023	000790 SPARKLETTS	81923		CITY HALL DRINKING WATER THROUGH 08/19/2	380.35
					Total :	**380.35**
217071	8/24/2023	002052 ST. FRANCIS ELECTRIC	23164101		TRAFFIC SIGNAL MAINT. JULY 2023	1,444.50
			23164102		TRAFFIC SIGNAL RESPONSES JULY 2023	897.00
					Total :	**2,341.50**
217072	8/24/2023	000918 TKE ENGINEERING INC	2023-580		CONTRACTUAL SVC 07/01/23-07/31/2023	2,884.00
			2023-581		CONTRACTUAL SVC 07/01/23-07/31/23	1,308.00
			2023-582		CONTRACTUAL SVC 07/01/23-07/31/23	2,299.00
			2023-583		CONTRACTUAL SVC 07/01/23-07/31/23	845.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217072	8/24/2023	000918 TKE ENGINEERING INC	(Continued)			
			2023-584		CONTRACTUAL SVC 07/01/23-07/31/23	946.50
			2023-585		CONTRACTUAL SVC 07/01/23-07/31/23	260.00
			2023-588		CONTRACTUAL SVC 07/01/23-07/31/23	260.00
			2023-590		CONTRACTUAL SVC 07/01/23-07/31/23	1,766.00
			2023-591		CONTRACTUAL SVC 07/01/23-07/31/23	296.50
			2023-592		CONTRACTUAL SVC 07/01/23-07/31/23	720.50
			2023-593		CONTRACTUAL SVC 07/01/23-07/31/23	2,670.50
			2023-594		CONTRACTUAL SVC 07/01/23-07/31/23	1,017.00
			2023-596		CONTRACTUAL SVC 07/01/23-07/31/23	284.00
			2023-597		CONTRACTUAL SVC 07/16/23-07/31/23	2,720.00
					Total :	**18,277.00**
217073	8/24/2023	001090 T-MOBILE USA INC	9540298688		CASE INVESTIGATION WI231890035	100.00
					Total :	**100.00**

19 Vouchers for bank code : wf **Bank total :** **175,524.78**

19 Vouchers in this report **Total vouchers :** **175,524.78**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217077	8/31/2023	000029 APPLEONE	01-6697432		ADMIN W/E 8/19/23 (JH)	3,018.40
			01-6697433		ADMIN W/E 8/19/23 (HJ)	435.10
			01-6697434		ADMIN ASSISTANT-CLERICAL W/E 8/19/23 (CH	972.24
			01-6697835		ACCOUNTANT W/E 8/19/23 (KS)	1,998.64
					Total :	**6,424.38**
217078	8/31/2023	000367 CINTAS CORPORATION	5172705669		CITY HALL FIRST AID & SAFETY	1,212.62
					Total :	**1,212.62**
217079	8/31/2023	001902 CIVICPLUS LLC	269562	0000500	WEBSITE HOSTING 07/31/23 THROUGH 07/30/2	18,600.00
					Total :	**18,600.00**
217080	8/31/2023	001622 COMMERCIAL BUILDING MANAGEMENT,	69763	0000499	JULY 2023 PARK JANITORIAL SERVICE 07/01/	4,470.71
			69764	0000499	JULY 2023 PARK JANITORIAL SUPPLIES	473.00
					Total :	**4,943.71**
217081	8/31/2023	001338 DEANZA TERMITE & PEST CONTROL, INC	632845A		PEST CONTROL MARNA (08/16/23)	55.00
					Total :	**55.00**
217082	8/31/2023	000022 EDISON	081623-3767		07/18/23-08/15/23 31160 CLINTON KEITH RD	11.30
			081623-7633		07/18/23-08/15/23 32975 WILLOW BAY RD TC	89.61
			081723-2529A		07/12/23-08/09/23 BUNDY CANYON RD	335.47
			081723-7151		07/14/23-08/13/23 TRAFFIC CONTROL	10,258.14
			082423-5471		08/15/23-08/23/23 IRRIGATION METER PEDES	33.69
			082523-6091		07/27/23-08/24/23 21347 COMO ST (LITTLE	44.09
			082523-7258		07/27/23-08/24/23 ELEC 21400 PALOMAR (CE	289.26
			082523-9129		07/27/23-0824/23 32637 GRUWELL (FS#61)	1,387.47
					Total :	**12,449.03**
217083	8/31/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12538320		07/12/23-08/12/23 WATER ZONE 3 LOC 7 M1	90.14
			12538333		07/12/23-08/12/23 WATER HERITAGE PK (AUT	197.32
			12541591		07/13/23-08/13/23 WATER ZONE 3 LOC 25 M1	1,398.50

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217083	8/31/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	(Continued)			
			12541592		07/13/23-08/13/23 WATER ZONE 3 LOC 25 M2	2,118.75
			12543361		07/13/23-08/13/23 WATER ZONE 3 LOC 24 M1	1,192.40
			12544523		07/13/23-08/13/23 WATER CFD 2013-1, ZONE	594.00
			12544683		07/13/23-08/13/23 WATER MALAGA GATEWAY P	338.17
					Total :	**5,929.28**
217084	8/31/2023	001450 FRANCHISE TAX BOARD	83123		WITHHOLDING ORDER - S STANTON CASE #5621	50.00
					Total :	**50.00**
217085	8/31/2023	000685 GREAT AMERICA FINANCIAL SERVIC	34696041		CANON COLOR COPIER SYST. #018-1765784	214.24
					Total :	**214.24**
217086	8/31/2023	001975 MC ELRATH, JEFFREY	82223		BSAF, DIF SFR, FIRE MSHCP, SMIP	15,975.43
					Total :	**15,975.43**
217087	8/31/2023	000185 PITNEY BOWES	3106223904		POSTAGE METER RENTAL 06/16/23-09/15/23	201.85
					Total :	**201.85**
217088	8/31/2023	001107 PLACEWORKS	82679		JULY 2023 CONTRACTUAL SVC - CIP 059	7,080.38
					Total :	**7,080.38**
217089	8/31/2023	000606 RING CENTRAL	CD_000645204		NEW DIGITAL LINE & MOBILE USER	49.70
					Total :	**49.70**
217090	8/31/2023	000149 RIVERSIDE COUNTY EXECUTIVE, OFFICI	2024/01WIL		ANIMAL SHELTER/OPERATIONS 1ST QUARTER, J	82,481.00
			81023		SCFA ANIMAL SHELTER - FY 23/24 DEBT SVC	62,415.00
					Total :	**144,896.00**
217091	8/31/2023	001255 STEVE'S TOWING INC	138737		PW VEHICLE TOW	162.00
					Total :	**162.00**

15 Vouchers for bank code : wf **Bank total :** **218,243.62**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
15	Vouchers in this report				Total vouchers :	218,243.62

City of Wildomar
Wire Transfer Register
8/31/2023

ACH Date	Payee	Description		Amount
8/8/2023	Wex Inc.	Vehicle Fuel Purchase	$	703.03
8/10/2023	Corner Escrow, Inc.	City Hall Purchase Deposit and Indepenent Consideration	$	50,100.00
8/11/2023	Frontier Communications	Monthly Internet Services	$	313.32
8/18/2023	US Bank	Credit Card Statement Payment - Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	$	16,342.72
8/21/2023	Enterprise Fleet Management	Monthly City Vehicle Lease Payment	$	5,645.98
8/24/2023	CFT NV Developments	Monthly City Hall Lease-Sept	$	38,818.80
8/29/2023	Viasat Inc	Satellite Internet Service - Cemetery District & Parks	$	175.88
8/29/2023	Viasat Inc	Satellite Internet Service - Cemetery District & Parks	$	500.88
		TOTAL	$	112,600.61

City of Wildomar
Payroll Warrant Register
9/1/2023

ACH Date	Payee	Description		Amount
8/3/2023	Heartland Payroll	07/15/2023-07/28/2023	$	105,125.00
8/17/2023	Heartland Payroll	07/29/2023-08/11/2023	$	106,193.51
8/31/2023	Heartland Payroll	06/03/2023-06/16/2023	$	144,901.87
9/1/2023	Heartland Payroll	07/01/2023-07/31/2023	$	1,651.39
		TOTAL	**$**	**357,871.77**

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.12
Meeting Date: September 13, 2023

SUBJECT: Amendment to FY 2023-2026 Urban County Cooperating Agreements

SUBMITTED BY: Daniel A York

PREPARED BY: Daniel A York

ACTION:
Authorize the Mayor to execute the amendment.

SUMMARY:
Amends the cooperating agreement to include fair housing and civil rights obligations.

BACKGROUND:
On July 12, 2023, Agenda item 1.9, the City Council approved a co-operative agreement and resolution authorizing city participation in the County of Riverside's Urban County Program. The U.S. Department of Housing and Urban Development requests an amendment to the cooperating agreements to include mandatory language that clearly delineates the fair housing and civil rights obligations.

ATTACHMENTS:
City of Wildomar-AMENDED - Cooperation Agreement 2024-2026

AMENDMENT TO COOPERATION AGREEMENT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,
HOME INVESTMENT PARTNERSHIPS PROGRAM, AND EMERGENCY SOLUTIONS
FOR FISCAL YEARS 2024-25, 2025-26, 2026-27

THIS Amendment to the Cooperation Agreement for the Community Development Block Grant, HOME Investment Partnerships Program, and the Emergency Solutions Grant for Fiscal Years 2024-25, 2025-26, 2026-27, hereinafter referred to as "Amendment to Agreement" is made and entered into this _____ day of _____ 2023, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF WILDOMAR, an incorporated municipality within the geographical boundaries of the COUNTY, hereinafter referred to as "CITY." City and County individually referred to herein as "Party" and collectively as the "Parties."

WHEREAS, COUNTY and CITY entered into that certain Cooperation Agreement for the Community Development Block Grant for Fiscal Years 2024-25, 2025-26, 2026-27, dated July 31,2023 ; and

WHEREAS, COUNTY and CITY now desire to Amend the Agreement to include mandatory language that clearly delineates the fair housing and civil rights obligations to which unban counties and participating jurisdictions are subject.

NOW THEREFORE, the parties agree to amend the Cooperation Agreement for the Community Development Block Grant, for fiscal years 2024-25, 2025-26, and 2026-27 as follows:

1. <u>COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCE</u>.

a. COUNTY and CITY agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

b. COUNTY and CITY agree to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community

Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152; and available at https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications.

c. COUNTY and CITY agree to comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the 14 implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968.

d. COUNTY AND CITY agree to comply with other applicable laws.

e. COUNTY AND CITY agree that CDBG urban county funding is prohibited for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.

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2. PROHIBTION OF CDBG FUND TRANSFERS

The CITY may not sell, trade, or otherwise transfer all or any portion of the CDBG funds to another such cooperating city, metropolitan city, urban county, or Indian tribe, that **directly or indirectly** receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, CITY must use the CDBG funds for activities eligible under Title I of the ACT.

3. ELECTRONIC SIGNATURE

Each party of this Amendment to Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as though such facsimile or electronic signature page were an original thereof.

The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same

effect as, an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

4. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the COUNTY and CITY have executed this Amendment to Agreement on the date shown below.

Date: _____

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California

BY: _____
Heidi Marshall, Director
Housing and Workforce Solutions

APPROVED AS TO FORM:
Minh C. Tran, County Counsel

By: _____
Paula S. Salcido, Deputy County Counsel

CITY OF WILDOMAR,
a general law city

BY: _____
Joseph Morabito, Mayor

ATTEST:

BY: _____
Janet Morales, CMC, City Clerk

APPROVED AS TO FORM:

BY: _____
Thomas D. Jex, City Attorney

COUNTY COUNSEL CERTIFICATION

The Office of County Counsel of the County of Riverside confirms that the County of Riverside is authorized to undertake essential community development and housing assistance activities in its unincorporated areas, if any, which are not units of general local government.

Cooperation Agreements have been executed and written consent and authorization of the governing body of units of general local governments has been property obtained and provided to U.S. Department of Housing and Urban Development for City of Beaumont, City of Wildomar, City of San Jacinto, City of Rancho Mirage, City of Norco, City of La Quinta, City of Eastvale, City of Desert Springs, City of Coachella, City of Canyon Lake, City of Calimesa, City of Blythe and City of Banning.

Joint Recipient Agreements have been executed and written consent and authorization of the governing body of units of general local governments has been property obtained and provided to U.S. Department of Housing and Urban Development for City of Murrieta and City of Lake Elsinore.

The Office of County Counsel of the County of Riverside hereby certifies that the terms and provisions of the Agreement and Amendment to Agreement are fully authorized under state and local law and that the Agreement and Amendment to Agreement provides full legal authority for the County to undertake, or assist in undertaking, essential community development and housing assistance activities specifically urban renewal and publicly assisted housing.

Minh C. Tran
County Counsel

By:_____
Deputy, Paula S. Salcido

CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.1
Meeting Date: September 13, 2023

SUBJECT: Public Hearing for Annexation No. 5 (Avalino, TR31896) - Consideration of Territory to be Annexed into Community Facilities District No. 2022-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring Election Results for CFD 2022-1 (Services), Annexation No. 5

SUBMITTED BY: Jason Farag

PREPARED BY: Ninette Eva

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

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 5)

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

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 5)

SUMMARY:
This Public Hearing will consider annexing territory (Tract 31896) into CFD 2022-1 (Services) for maintenance services and will hold a special election and declare the election results related to that annexation.

BACKGROUND:

On August 9, 2023, the City Council adopted Resolution No. 2023-35, declaring its intention to annex territory to Community Facilities District No. 2022-1 (Services) (the “CFD No. 2022-1” or “CFD”) and commence the annexation proceedings for the territory to be annexed, also known as Annexation No. 5. A public hearing has been set for September 13, 2023 to conduct an election of the landowners and to declare the results of that election.

DISCUSSION:
As required by the Resolution of Intention, an annexation map was recorded on August 15, 2023, at 4:04 p.m. in Book 91, Page 67, Document No. 2023-0239945 of Maps of Assessment and Community Facilities Districts with the Riverside County Recorder.

The Resolution of Intention was adopted by the City Council in response to a petition filed by the property owners, D.R. Horton Los Angeles Holding Company, Inc. (Developer), of TR 31896 containing 41.76 gross acres within the City. The Developer has requested that the City assist them in annexing territory into CFD No. 2022-1 (Services) to cover the costs associated with the maintenance of public improvements. The improvements proposed to be maintained include items such as lighting, street maintenance, drainage, parks, trails, and graffiti abatement.

In addition to maintaining public improvements, the CFD No. 2022-1 will include a special tax to provide for financing of certain public services to meet increased demands of police and fire protection services as a result of the new developments that annex into the CFD.

The area proposed within Annexation No. 5 will encompass 41.76 acres to include 117 single-family residential lots in TR 31896, with a FY 2023-24 maximum annual tax of $1,742 per residential unit, per year. The tract proposed to be annexed into CFD No. 2022-1 will be included in Tax Zone 5. This tax rate includes a Maximum Special Tax A of $788 per residential unit per year for maintenance services of public facilities, and Maximum Special Tax B of $451.50 per residential unit per year for safety services and a Special Tax C (Contingent) of $503 per residential unit per year. All of these tax rates are proposed to escalate each year. Maximum Special Tax A will increase by the greater of Consumer Price Index (CPI) or 2%, Special Tax B will increase by the greater of CPI or 5% and Special Tax C will increase by the greater of CPI or 2%, all not to exceed 6%. D.R. Horton Los Angeles Holding Company, Inc., has agreed to the annexation into the CFD and submitted a "Consent

and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act of 1982, requesting the annexation of property to CFD No. 2022-1 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to conducting the election.

FISCAL IMPACT:

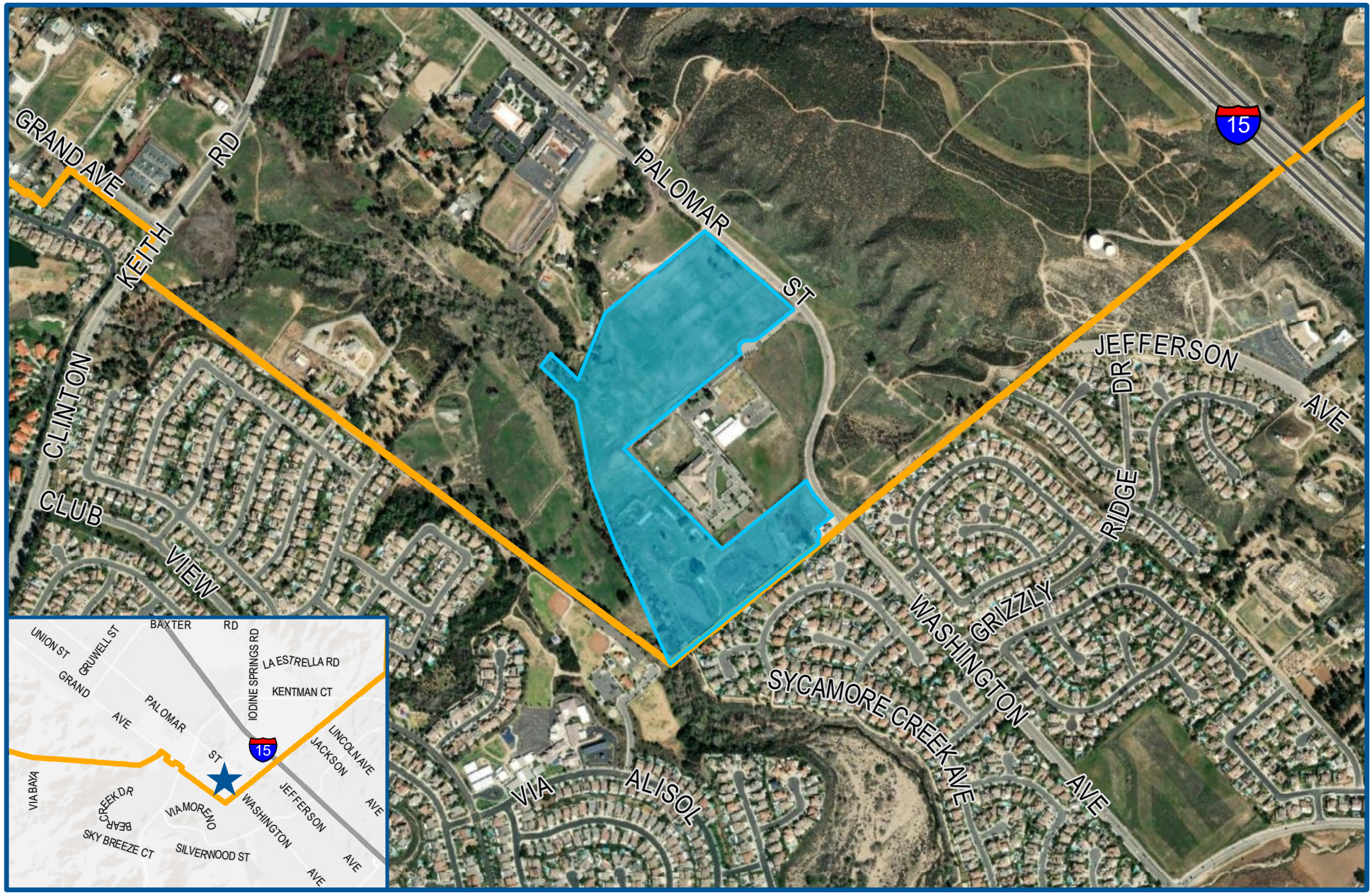
The projected levy for FY 2023-24 is $92,136 for the first year of Special Tax A maintenance services. Special Tax B will generate $52,825 once all 117 residential units are developed. Special Tax C, if needed, will generate $58,865.

Costs related to the annexation are covered by developer deposits. There is no impact to the General Fund.

ATTACHMENTS:

1 - Project Map for Annexation No. 5
2 - Resolution Calling an Election
2A - Resolution Exhibits
3 - Resolution Declaring Election Results
3A - Resolution Exhibit A, Certificate of Election Results

PROJECT MAP
CFD NO. 2022-1 (SERVICES)
ANNEXATION NO. 5



SPICER CONSULTING GROUP

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 5)

WHEREAS, on April 13, 2022, the City Council (the "City Council") of the City of Wildomar (the "City") approved Resolution No. 2022-11 declaring the City's intention to establish Community Facilities District No. 2022-1 (Services) of the City of Wildomar, County of Riverside, State of California (the "CFD No. 2022-1") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, the City Council set a public hearing for June 8, 2022, after which the Council adopted Resolution No. 2022-30 forming the CFD No. 2022-1 and calling a special election at which the questions of levying a special tax and establishing an appropriations limit with respect to the CFD No. 2022-1 were submitted to the qualified electors within the CFD No. 2022-1; and

WHEREAS, on June 8, 2022, the City Council adopted Resolution No. 2022-31 declaring the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the proposition presented, and such proposition passed; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code as amended (the "Act"), to annex territory into an existing community facilities district by complying with the procedures set forth in said Article 3.5; and

WHEREAS, the City Council on August 9, 2023, duly adopted Resolution No. 2023-35 (the "Resolution of Intention") declaring its intention to annex certain territory to CFD No. 2022-1 (Services) and to levy a special tax within that territory to pay for certain services and setting a time and place for the public hearing on the proposed annexation for September 13, 2023; and

WHEREAS, the territory proposed to be annexed is identified in the map entitled "Annexation Map No. 5 Community Facilities District No. 2022-1 (Services)" a copy of which was recorded, on August 15, 2023, in Book 91 of Maps of Assessment and Community Facilities Districts at Page 67, in the office of the Riverside County Recorder; and

WHEREAS, pursuant to the Act and the Resolution of Intention, a notice of public hearing was convened by the City Council on September 13, 2023, not earlier than the

hour of 6:00 p.m. at the City Hall located at 23873 Clinton Keith Road, Wildomar, California 92595, relative to the proposed annexation of said territory to CFD No. 2022-1; and

WHEREAS, written protests have not been filed by fifty percent (50%) or more of the registered voters residing within the CFD No 2022-1, or by fifty percent (50%) or more of the registered voters residing within the territory to be annexed, or by the owners of one-half (1/2) or more of the area within the CFD No. 2022-1, or by the owners of one-half (1/2) or more of the territory to be annexed; and

WHEREAS, the City Council has determined that there are fewer than twelve registered voters residing in the territory proposed to be annexed to the CFD No. 2022-1 and that the qualified electors in such territory are the landowners; and

WHEREAS, on the basis of all of the foregoing, the City Council has determined at this time to call an election to authorize the annexation of territory to the CFD No. 2022-1 and the levying of a special tax as described in Exhibit A hereto; and

WHEREAS, the City Council has received a written instrument from each landowner in the territory proposed to be annexed to the CFD No. 2022-1 consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election; and

WHEREAS, the City Clerk has concurred in the election date set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING EX OFFICIO AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, DETERMINE AND ORDER AS FOLLOWS:

Section 1 Recitals. The foregoing recitals are true and correct.

Section 2. Conformation of Finding in Resolution of Intention. The City Council reconfirms all of its findings and determinations as set forth in the Resolution of Intention.

Section 3. Findings Regarding Protests. The City Council finds and determines that written protests to the proposed annexation of territory to the CFD No. 2022-1 and the levy of the special tax within such territory are insufficient in number and in amount under the Act, and the City Council hereby further orders and determines that all such protests are hereby overruled.

Section 4. Findings Regarding Prior Proceedings. The City Council finds and determines that all prior proceedings had and taken by the City Council with respect to the annexation of territory to CFD No. 2022-1 are valid and in conformity with the requirements of the Act.

Section 5. Levy of Special Tax. As stated in the Resolution of Intention, except where funds are otherwise available, subject to the approval of the qualified electors of territory proposed to be annexed to CFD No. 2022-1, a special tax sufficient to pay the costs of the Services (including incidental expenses as described in the Resolution of Intention), secured by recordation of a continuing lien against all nonexempt real property in CFD No. 2022-1, will be levied annually in CFD No. 2022-1. The rate and method of apportionment, and manner of collection of the special tax are specified in Exhibit A hereto.

Section 6. Apportionment of Tax. The special tax as apportioned to each parcel is based on the cost of making the Services available to each parcel, or other reasonable basis, and is not based on or upon the ownership of real property.

Section 7. Tax Roll Preparation. The office of the Public Works Director, 23873 Clinton Keith Road., City of Wildomar, is hereby designated as the office that will be responsible for annually preparing a current roll of special tax levy obligations by assessor's parcel number and that will be responsible for estimating future special tax levies pursuant to Government Code section 53340.2. The Public Works Director may cause these functions to be performed by his or her deputies, assistants, or other designated agents.

Section 8. Accountability Measures. Pursuant to Section 50075.1 of the California Government Code, the City shall create a separate account into which tax proceeds will be deposited; and the Public Works Director annually shall file a report with the City Council that will state (a) the amount of funds collected and expended and (b) the status of the Services financed in CFD No. 2022-1.

Section 9. Special Election; Voting Procedures. The City Council hereby submits the questions of levying the special tax within the territory proposed to be annexed to the qualified electors, in accordance with and subject to the Act. The special election shall be held on September 13, 2023, and shall be conducted as follows:

(a) Qualified Electors. The City Council hereby determines that the Services are necessary to meet increased demands placed upon the City as a result of development occurring within the boundaries of CFD No. 2022-1. Because fewer than twelve registered voters resided within the territory proposed to be annexed to CFD No. 2022-1 on July 25, 2023 (a date within the 90 days preceding the close of the public hearing on the territory proposed to be annexed to CFD No. 2022-1), the qualified electors shall be the landowners within territory proposed to be annexed, and each landowner who was the owner of record at the close of the hearing shall have one vote for each acre or portion of an acre of land that such landowner owns within the territory proposed to be annexed to CFD No. 2022-1.

(b) Consolidation of Elections; Combination of Propositions on Ballot. The election on the question of levying the special tax and establishing an appropriations limit for CFD No. 2022-1 shall be consolidated, and the two proportions shall be combined into a single ballot proposition for submission to the voters, as authorized by Government Code Section 53353.5.

(c) Mail Ballot Election. Pursuant to Government Code section 53327.5, the election shall be conducted as a mail ballot election. The City Council hereby ratifies the City Clerk's delivery of a ballot to each landowner within the territory proposed to be annexed to CFD No. 2022-1. The City Council hereby ratifies the form of the ballot, which is attached hereto as Exhibit B.

(d) Return of Ballots. The City Clerk shall accept the ballots of the landowners up to 6:00 p.m. on September 13, 2023. The City Clerk shall have available ballots that may be marked at the City Clerk's office on the election day by voters. Once all qualified electors have voted, the City Clerk may close the election.

(e) Canvass of Election. The City Clerk shall commence the canvass of the returns of the special election as soon as the election is closed (on September 13, 2023, or when all qualified electors have voted) at the City Clerk's office. At the conclusion of the canvass, the City Clerk shall declare the results of the election.

(f) Declaration of Results. The City Council shall declare the results of the special election following the completion of the canvass of the returns and shall cause to be inserted into its minutes a statement of the results of the special election as ascertained by the canvass of the returns.

Section 10. Filing of Resolution and Map with City Clerk. The City Council hereby directs the City Clerk to file a copy of this resolution and the annexation map of the boundaries of CFD No. 2022-1 in his/her office.

PASSED, APPROVED AND ADOPTED this 13th day of September 2023:

_____
Joseph Morabito
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales
City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT

RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR

Special Taxes (defined below) shall be levied on and collected from each Assessor's Parcel (defined below) in Community Facilities District No. 2022-1 (Services) of the City of Wildomar (the "CFD No. 2022-1" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2022, in an amount determined by the City Council of the City of Wildomar, acting ex officio as the legislative body of CFD No. 2022-1, by applying the rates and method of apportionment set forth below. All of the real property in CFD No. 2022-1, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

"Accessory Dwelling Unit" means a residential unit of limited size including a smaller second unit that shares an Assessor's Parcel as a Single Family Residential Property with a stand-alone Residential Unit.

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on any Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2022-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2022-1, or any designee thereof associated with fulfilling the CFD No. 2022-1 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2022-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-1 for any other administrative purposes of CFD No. 2022-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means the City Manager of the City of Wildomar, or his or her designee.

"Approved Property" means all Assessor's Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 of preceding the Fiscal Year in which the Special Tax is being levied and for which no building permit for new construction has been issued on or prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land that is identifiable by an Assessor's Parcel Number by the County Assessor of the County of Riverside.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that identification number assigned to a parcel by the County Assessor of the County.

"Building Permit" means the first legal document issued by the City giving official permission for new

construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator

"Building Square Footage" or **"BSF"** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Taxable Property after issuance of a building permit for expansion or renovation of such building.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD" or **"CFD No. 2022-1"** means Community Facilities District No. 2022-1 (Services) of the City of Wildomar.

"City" means the City of Wildomar.

"Contingent Services" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(3) that a Property Owners' Association fails to adequately provide such services.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels that: (i) are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) have an Assessor's Parcel Number from the County shown on an Assessor's Parcel Map for the individual lot included on the Final Map, and (iii) a Building Permit for new construction was issued on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Exempt Property" means all Assessors' Parcels designated as being exempt from the Special Tax as provided for in Section G.

"Final Map" means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 6624 that creates individual lots for which building permits may be issued without further subdivision.

"Fiscal Year" means the period from and including July 1st of any year to and including the following June 30th.

"Land Use Category" or **"LUC"** means, any of the categories contained in Section B hereof to which an Assessor's Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor's Parcel as of March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Maximum Special Tax" means the Maximum Special Tax A, Maximum Special Tax B, and/or Maximum Special Tax C (Contingent), as applicable.

"Maximum Special Tax A" means the Maximum Special Tax A, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

"Maximum Special Tax B" means the Maximum Special Tax B, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

"Maximum Special Tax C (Contingent)" means for each Assessor's Parcel and each Fiscal Year, the maximum Special Tax C (Contingent), as determined in accordance with Section C below that can be levied on such Assessor's Parcel in such Fiscal Year.

"Multi-Family Residential Property" or **"MFR"** means any Assessor's Parcel of residential property that consists of a building or buildings comprised of attached Residential Units available for rental, but not purchase, by the general public and under common management.

"Non-Residential Property" or **"NR"** means, all Assessor's Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor's Parcel is Non-Residential Property.

"Property Owner's Association" or **"POA"** means the property owner's association or homeowner's association established to maintain certain services within a Tax Zone.

"Proportionately" means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

"Residential Unit" or **"RU"** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator. An Accessory Dwelling Unit that shares an Assessor's Parcel with a Single Family Residential Property shall not be considered a Residential Unit for purposes of this RMA.

"Residential Property" means all Assessor's Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

"RMA" means this Rate and Method of Apportionment of Special Taxes.

"Service(s)" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed.

"Single Family Residential Property" or **"SFR"** means any residential property that consists of a building comprised of attached or detached residential units available for purchase or rent by the general public.

"Special Tax(es)" means the Special Tax A and/or Special Tax B and/or Special Tax C (Contingent) to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property.

"Special Tax A" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax A Requirement.

"Special Tax A Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads, and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for bonds or other forms of indebtedness.

"Special Tax B" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax B Requirement.

"Special Tax B Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) fire protection and suppression services, (iii) fund an operating reserve for the costs of Services as determined by the Administrator, and (iv) Administrative Expenses. Under no circumstances shall the Special Tax B Requirement include funds for bonds or other forms of indebtedness.

"Special Tax C (Contingent)" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax C (Contingent) Requirement, if required.

"Special Tax C (Contingent) Requirement" means that amount required in any Fiscal Year, if the POA is unable to maintain the Contingent Service(s) to: (i) pay the costs of Contingent Services incurred or otherwise payable in the Calendar Year commencing in such Fiscal Year; (ii) fund an operating reserve for the costs of Contingent Services as determined by the Administrator; less a credit for funds available to reduce the annual Special Tax C (Contingent) levy as determined by the Administrator. Under no circumstances shall the Special Tax C (Contingent) Requirement include funds for bonds or other forms of indebtedness..

"Taxable Property" means all Assessor's Parcels within CFD No. 2022-1, which are not Exempt Property.

"Taxable Unit" means a Residential Unit, Building Square Footage, or an Acre.

"Tax Zone" means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax.

"Tax Zone Original" means the geographic area the specific area identified on the CFD Boundary Map as Tax Zone Original.

"Tract(s)" means an area of land within a subdivision identified by a particular tract number on a Final Map approved for the subdivision.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2022-1 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property

and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

C. MAXIMUM SPECIAL TAX RATES

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax A and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as each annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcels, the Special Tax A, Special Tax B, and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the applicable Tax Zone below or as included in Appendix A as each annexation occurs.

1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this RMA shall be updated to reflect the Maximum Special Tax A for Developed Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Developed Property for such Tract or Tracts as specified in such updated Appendix A for the annexed property which shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2022-2023 for a Residential Unit of Developed Property within the Tax Zone Original are identified in Table 1 below:

TABLE 1
MAXIMUM SPECIAL TAX A RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	$408
		Multi-Family Residential Property	RU	$408
		Non-Residential Property	Acre	$5,267

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property in Table 2 is specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, the Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax A for Approved Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per Residential Unit for Approved Property within Tax Zone Original is identified in Table 2 below:

TABLE 2
MAXIMUM SPECIAL TAX A RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	$408
		Multi-Family Residential Property	RU	$408
		Non-Residential Property	Acre	$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method adopted shall be updated to reflect the Maximum Special Tax A for Undeveloped Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per acre of Undeveloped Property within Tax Zone Original is identified in Table 3 below:

TABLE 3
MAXIMUM SPECIAL TAX A RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Acre	$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B

The Special Tax B is an annual Special Tax that shall be levied on Developed Property to fund the Special Tax B Requirement.

a. Developed Property

(i) Maximum Special Tax B

The Maximum Special Tax B for Fiscal Year 2022-2023 for each Land Use Category within Tax Zone Original is shown in Table 4. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax B for the Tract or Tracts annexed and the Special Tax B shall be levied up to the Maximum Special Tax B for Developed Property for such Tract or Tracts as specified in such updated Appendix A.

TABLE 4
MAXIMUM SPECIAL TAX B RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Land Use Category	Unit	Maximum Special Tax B
Single Family Residential Property	RU	$430
Multi-Family Residential Property	RU	$305

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

The Special Tax B shall not be levied on Approved or Undeveloped Property.

3. Special Tax C (Contingent)

The City Council shall levy Special Tax C (Contingent) only in the event the POA defaults in its obligation to maintain the Contingent Services, which default shall be deemed to have occurred, as determined by the Administrator, in each of the following circumstances:

(a) The POA files for bankruptcy;
(b) The POA is dissolved;
(c) The POA ceases to levy annual assessments for the Contingent Services; or
(d) The POA fails to provide the Contingent Services at the same level as the City provides similar services and maintains similar improvements throughout the City and within ninety (90) days after written notice from the City, or such longer period permitted by the City Manager, fails to remedy the deficiency to the reasonable satisfaction of the City Council.

a. Developed Property

(i) Maximum Special Tax C (Contingent)

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Taxable Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Developed Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 5 below:

TABLE 5
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	$261
		Multi-Family Residential Property	RU	$261
		Non-Residential Property	Acre	$3,372

(ii) Increase in the Maximum Special Tax C (Contingent)

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax C (Contingent) that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax C (Contingent) that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 6 below:

TABLE 6
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	$261
		Multi-Family Residential Property	RU	$261
		Non-Residential Property	Acre	$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 7 below:

TABLE 7
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Acre	$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year in which Special Tax A is authorized to be levied, the Council shall determine the Special Tax A Requirement and shall levy

the Special Tax A on all Assessor's Parcels of Taxable Property until the aggregate amount of Special Tax A equals the Special Tax A Requirement. The Special Tax A shall be levied for each Fiscal Year within each Tax Zone as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

2. Special Tax B

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the Council shall determine the Special Tax B Requirement and shall levy the Special Tax B until the aggregate amount of Special Tax B equals the Special Tax B Requirement.

The Special Tax B shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B to satisfy the Special Tax B Requirement.

3. Special Tax C (Contingent)

Commencing with the first Fiscal Year in which Special Tax C (Contingent) is authorized to be levied and for each following Fiscal Year, the City Council shall determine the Special Tax C (Contingent) Requirement for each Tax Zone, if any, and shall levy the Special Tax on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax C (Contingent) equals the Special Tax C (Contingent) Requirement for such Tax Zone. The Special Tax C (Contingent) shall be levied for each Fiscal Year as follows:

First: The Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax C (Contingent) to satisfy the Special Tax C (Contingent) Requirement;

Second: If additional moneys are needed to satisfy the Special Tax C (Contingent) Requirement after the first step has been completed, the Special Tax C (Contingent) shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax C (Contingent) for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax C (Contingent) Requirement after the first two steps has been completed, the Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax C (Contingent) for Undeveloped Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2022-1 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed.

F. TERM OF SPECIAL TAX

For each Fiscal Year, the Special Taxes shall be levied as long as the Services are being provided.

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2022-1, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; or (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator. No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for CFD No. 2022-1, is an Exempt Property.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax(es) that is disputed. A representative(s) of CFD No. 2022-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax(es) shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2022-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

APPENDIX A

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)

COST ESTIMATE

Special Tax A Services – The estimate breaks down the costs of providing one year's maintenance services for FY 2023-2024. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2022-1 (Services).

TAX ZONE 5 – SPECIAL TAX A
TR 31896

Item	Description	Estimated Cost
1	Lighting	$5,617
2	Streets	$45,813
3	Drainage	$2,351
4	Parks	$15,272
5	Trails	$6,465
6	Graffiti	$259
7	Reserves	$8,631
8	Admin	$7,728
Total		**$92,136**

Special Tax B Services – It is estimated that the cost of providing Police and Fire Protection services being funded by Special Tax B for the Community Facilities District No. 2022-1 (Services) as outlined in Exhibit "B" hereto, will be as follows for the first year:

TAX ZONE 5 – SPECIAL TAX B
TR 31896

Land Use Category	Unit	Maximum Special Tax B
Single-Family Residential Property	RU	$451.50

Special Tax C (Contingent) Services – The estimate in the table below breaks down the costs of providing one year's contingent maintenance services for Fiscal Year 2023-24. If necessary, these services will be funded by the levy of Special Tax C (Contingent) for Community Facilities District No. 2022-1 (Services).

TAX ZONE 5 – SPECIAL TAX C (Contingent)
TR 31896

Item	Description	Estimated Cost
1	Landscaping	$17,285
2	Drainage	$31,644
3	Reserves	$4,893
4	Admin	$5,043
Total		**$58,865**

TAX ZONE 5
TR 31896
FY 2023-2024 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	$788	$451.50	$503
Approved Property	Single-Family Residential	RU	$788	N/A	$503
Undeveloped Property	N/A	Acre	$4,100	N/A	$2,620

MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
FOR DEVELOPED PROPERTY

Tax Zone	Fiscal Year Included	Tract	No. of Taxable Units	LUC	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)	Subdivider
Original	2022-23	TR 36672	136	SFR	RU	$408	$430	$261	Lennar Homes
1	2022-23	PP 13-0089	170	MFR	RU	$203	$305	$0	Villa Siena Property LLC
2	2022-23	TR 37476	77	SFR	RU	$583	$430	$262	KB Home Coastal Inc.
3	To Be Determined								
4	2023-24	PM 37941	9.62	NR	Acre	$4,060	$0	$0	Strata Baxter, LLC and Kaiser Foundation Health Plan, Inc.
5	2023-24	TR 31896	117	SFR	RU	$788	$451.50	$503	D.R. Horton Los Angeles Holding Co.
6	2023-24	LLA 2022-004	89	MFR	RU	$153	$320.25	$0	Wildomar Tres Lagos Partners LP
7	2023-24	TR 36781/36782	191	SFR	RU	$255	$451.50	$0	CPR/CWR Westpark Project, LLC

ESCALATION OF MAXIMUM SPECIAL TAXES

Maximum Special Tax A - On each July 1, the Maximum Special Tax A for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

Maximum Special Tax B - On each July 1, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

Maximum Special Tax C (Contingent) - On each July 1, the Maximum Special Tax C (Contingent) for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

EXHIBIT B

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
DESCRIPTION OF AUTHORIZED SERVICES

The services which may be financed with proceeds of the special tax of CFD No. 2022-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance, servicing; or both of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2022-1; as well as local roads within residential subdivisions located within CFD No. 2022-1; and any portions adjacent to the properties within CFD No. 2022-1; and

(d) police protection services, including but not limited to criminal justice services, and fire protection and suppression services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services shall be limited to those provided within the boundaries of CFD No. 2022-1 or for the benefit of the properties within the boundaries of CFD No. 2022-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2022-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2022-1 before CFD No. 2022-1 was created.

EXHIBIT C

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)

PROPOSED BOUNDARIES

Copy

91/67

SHEET 1 OF 1 SHEET

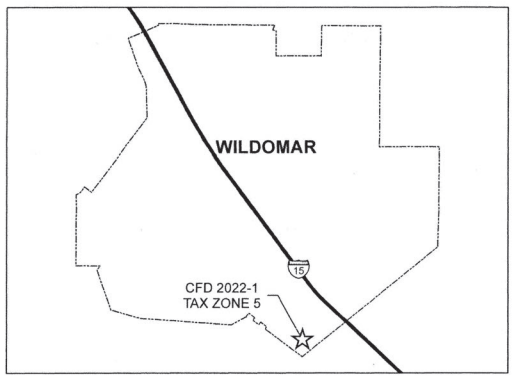
PROPOSED ANNEXATION MAP NO. 5
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

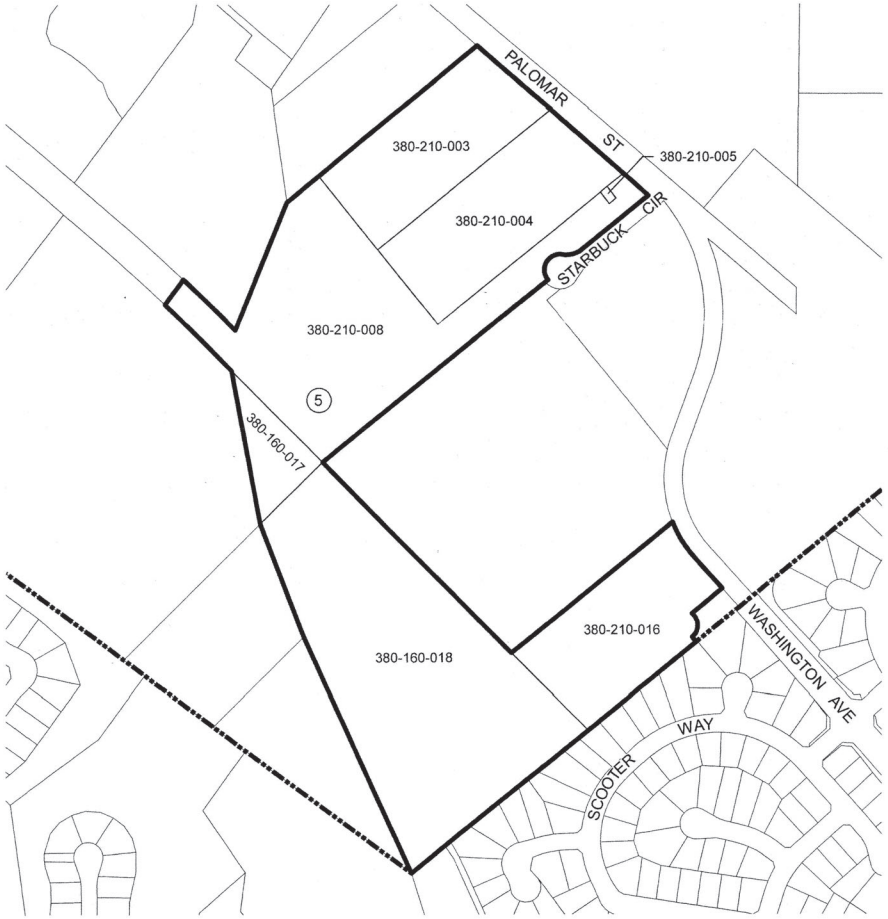
THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON APRIL 19, 2022, IN BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITY DISTRICTS AT PAGE 77 AND AS INSTRUMENT NO. 2022-0183915 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP OR AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON 9th DAY OF August, 2023, BY RESOLUTION NO. 2023-35

Janet Morales
CITY CLERK
CITY OF WILDOMAR





RECORDED THIS 15th DAY OF August, 2023 AT THE HOUR OF 4:04 O'CLOCK P. M IN BOOK 91 PAGE 67 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.: 2023-0239945
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 9th DAY OF August, 2023.

Janet Morales
CITY CLERK
CITY OF WILDOMAR

LEGEND

- CFD BOUNDARY
- PARCEL LINE
- CITY BOUNDARY
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER
- (5) TAX ZONE

SPICER CONSULTING GROUP

THIS BOUNDARY MAP CORRECTLY SHOWS THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2023-24.

0 250 500 1,000 Feet

N W E S

EXHIBIT B

BALLOT

SPECIAL TAX ELECTION
CITY OF WILDOMAR

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 5

(September 13, 2023)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 5 of the Community Facilities District No. 2022-1 (Services) ("CFD No. 2022-1") of the City of Wildomar:

Name of Landowner	Number of Acres Owned	Total Votes
D.R. Horton Los Angeles Holding Company, Inc.	41.76	42

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the "Council") of the City of Wildomar (the "City"), the above-named landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by said landowner. The City has sent the enclosed ballot to you so that you may vote on whether or not to approve the special tax.

This special tax ballot is for the use of the property owner of the parcels identified below, which parcels are located within the territory proposed to be annexed to the CFD No. 2022-1, City of Wildomar, County of Riverside, State of California. Please advise the City Clerk, at (951) 677-7751 x 210 if the name set forth below is incorrect or if you are no longer one of the owners of these parcels. This special tax ballot may be used to express either support for or opposition to the proposed special tax. To be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

Mail Delivery: If by mail, place ballot in the return envelope provided, and mail no later than August 30, 2023, two calendar weeks prior to the date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

Personal Delivery: If in person, deliver to the City Clerk at any time up to 6:00 p.m. on September 13, 2023, at the Clerk's office at 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595.

However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on September 13, 2023.

Very truly yours,

Janet Morales
City Clerk
City of Wildomar

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT

Name & Address of Property Owner:	**Assessor's Parcel Number(s):**
D.R. Horton Los Angeles Holding Company, Inc. Attn: Jennifer O'Leary 2280 Wardlow Circle, Ste. 100 Corona, CA 92878	380-160-017, 380-160-018, 380-210-003 380-210-004, 380-210-005, 380-210-008 380-210-016

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 5

MARK AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

SPECIAL TAX BALLOT MEASURE	MARK "YES" OR "NO" WITH AN "X":
Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates and apportioned as described in Exhibit C to the Resolution Declaring its Intention to Annex Territory to Community Facilities District No. 2022-1 (Services) adopted by the City Council on August 9, 2023 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Map No. 5 of Community Facilities District No. 2022-1 (Services) City of Wildomar" to finance certain services as set forth in Section 4 to the Resolution (including incidental expenses) and shall an appropriation limit be established for Community Facilities District No. 2022-1 (Services) in the amount of special taxes collected?	YES _____ NO _____

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20_____.

D.R. Horton Los Angeles Holding Company, Inc.
Jennifer O'Leary
VP of Forward Planning

_____
Signature

_____
Print Name

_____
Title

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) ANNEXATION NO. 5

WHEREAS, the City Council (the "City Council") of the City of Wildomar (the "City") has heretofore conducted proceedings for the area proposed to be annexed to Community Facilities District No. 2022-1 (Services) (the "CFD No. 2022-1") of the City of Wildomar, including conducting a public hearing pursuant to Section 53339.5 of the Government Code; and

WHEREAS, at the conclusion of said public hearing, the City Council adopted a resolution calling a special election for September 13, 2023, and submitting to the qualified electors of the territory to be annexed to the CFD No. 2022-1 the question of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property as provided in the form of special election ballot; and

WHEREAS, a Certificate of Election Results, attached thereto as Exhibit A, dated September 13, 2023, executed by the City Clerk (or, in the absence of the City Clerk, the Acting City Clerk – in either case, the "Clerk"), has been filed with this Council, certifying that a completed ballot has been returned to the Clerk for each landowner-voter(s) eligible to cast a ballot in said special election, with all votes cast as "Yes" votes in favor of the ballot measure, and further certifying on said basis that the special mailed-ballot election was closed; and

WHEREAS, this Council has received, reviewed and hereby accepts the Clerk's Certificate of Election Results and wishes by this resolution to declare the results of the special mailed-ballot election;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR:

Section 1. Recitals. This Council finds and determines that the foregoing recitals are true and correct.

Section 2. Ballot Measure. This Council hereby finds, determines and declares that the ballot measure submitted to the qualified electors of the territory to be annexed to CFD No. 2022-1 has been passed and approved by those qualified electors in accordance with Sections 53328 and 53329 of the Government Code.

Section 3. Annexation. This Council hereby finds, determines and declares that pursuant to Section 53339.8 of the Government Code, the City Council is authorized to determine that the territory to be annexed has been added to and become a part of the CFD No. 2022-1 with full legal effect, and the City Council is also authorized, pursuant to said Section 53339.8, to annually levy special taxes within the territory to be annexed

to pay the costs of the services to be provided by the CFD No. 2022-1 as specified in Resolution No. 2023-35 adopted by the City Council on August 9, 2023. The boundaries of the territory annexed are shown on the map entitled, "Annexation Map No. 5 Community Facilities District No. 2022-1 (Services)" a copy of which was recorded, on August 15, 2023, in Book 91 of Maps of Assessment and Community Facilities Districts at Page 67, in the office of the Riverside County Recorder.

Section 4. Notice of Special Tax Lien. Pursuant to Section 53339.8 of the Government Code and Section 3117.5 of the Streets and Highways Code, the City Clerk shall cause to be filed with the County Recorder of the County of Riverside an amendment of the notice of special tax lien and a map of the amended boundaries of the CFD No. 2022-1 including the annexed territory.

Section 5. Effect. This resolution shall take effect from and after its adoption.

PASSED, APPROVED AND ADOPTED this 13th day of September 2023:

Joseph Morabito
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

EXHIBIT A

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 5

CERTIFICATE OF ELECTION RESULTS

I, the undersigned, being the Deputy City Clerk or the City Clerk, as the case may be, hereby certify:

In connection with the special mailed-ballot election called by the City Council (the "City Council") of the City of Wildomar (the "City") on this same date in the proceedings of the City Council for the annexation of territory to the above-entitled community facilities district, I personally received (a) a signed and dated waiver and consent form and (b) a signed, dated and marked election ballot(s) on behalf of the owner(s) listed below, the entity named as the sole landowner of the land within the boundary of the above-entitled community facilities district in the Certificate Regarding Registered Voters and Landowners, dated July 25, 2023, and on file in the office of the City Clerk of the City in connection with the City Council actions on that date. Copies of the completed waiver and consent form and the completed ballot received by me and on file in my office are attached hereto.

Following such receipt, I have personally, and in the presence of all persons present, reviewed the ballot to confirm that it is properly marked and signed, and I hereby certify the result of that count to be that the ballot was cast in favor of the measure.

Based upon the foregoing, all votes that were cast having been cast "Yes", in favor of the ballot measure, the measure has therefore passed.

Landowner	Qualified Landowner Votes	Votes Cast	YES	NO
D.R. Horton Los Angeles Holding Company, Inc.	42	42		

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2023.

Janet Morales
City Clerk
City of Wildomar

By: _____

(Attach completed copies of Waiver/Consent and Ballots)

CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.2
Meeting Date: September 13, 2023

SUBJECT: Public Hearing for Annexation No. 6 (Tres Lagos Apartments, LLA 2022-004) - Consideration of Territory to be Annexed into Community Facilities District No. 2022-1 (Services), Calling an Election, Ordering the Levy and Collection of Special Taxes, and Declaring the Election Results for CFD 2022-1 (Services), Annexation No. 6

SUBMITTED BY: Jason Farag

PREPARED BY: Ninette Eva

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

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 6)

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

RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 6)

SUMMARY:

This Public Hearing will consider annexing territory (Tres Lagos Apartments) into CFD 2022-1 (Services) for maintenance services and will hold a special election and declare the election results related to that annexation.

BACKGROUND:

On August 9, 2023, the City Council adopted Resolution No. 2023-36, declaring its intention to annex territory to Community Facilities District No. 2022-1 (Services) (the “CFD No. 2022-1” or “CFD”) and commence the annexation proceedings for the territory to be annexed, also known as Annexation No. 6. A public hearing has been set for September 13, 2023 to conduct an election for the landowners and to declare the results of that election.

DISCUSSION:

As required by the Resolution of Intention, an annexation map was recorded on August 15, 2023, at 4:04 p.m. in Book 91, Page 68, Document No. 2023-0239946 of Maps of Assessment and Community Facilities Districts with the Riverside County Recorder.

The Resolution of Intention was adopted by the City Council in response to a petition filed by the property owners, Wildomar Tres Lagos Partners LP (Developer), of Phase 1 of 3 for LLA 2022-004 containing 4.06 gross acres within the City. The Developer has requested that the City assist them in annexing territory into CFD No. 2022-1 (Services) to cover the costs associated with the maintenance of public improvements. The improvements proposed to be maintained include items such as lighting, street maintenance, drainage, parks, and graffiti abatement.

In addition to maintaining public improvements the CFD No. 2022-1 will include a special tax to provide for financing of certain public services to meet increased demands of police and fire protection services as a result of the new developments that annex into the CFD.

The area proposed within Annexation No. 6 will encompass 4.06 acres to include 89 apartment units, with a FY 2023-24 maximum annual tax of $473 per unit, per year. The property proposed to be annexed into CFD No. 2022-1 will be included in Tax Zone 6. This tax rate includes a Maximum Special Tax A of $153 per unit per year for maintenance services of public facilities, and Maximum Special Tax B of $320.25 per unit per year for safety. Maximum Special Tax A will increase by the greater of Consumer Price Index (CPI) or 2% and Special Tax B will increase by the greater of CPI or 5%, both not to exceed 6%. Wildomar Tres Lagos Partners LP has agreed to the annexation into the CFD and submitted a "Consent and Waiver" form on file in the City Clerk's Office, to initiate and conduct proceedings pursuant to the Mello-Roos Act of 1982, requesting the annexation of property to CFD No. 2022-1 (Services) and consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to conducting the election.

FISCAL IMPACT:

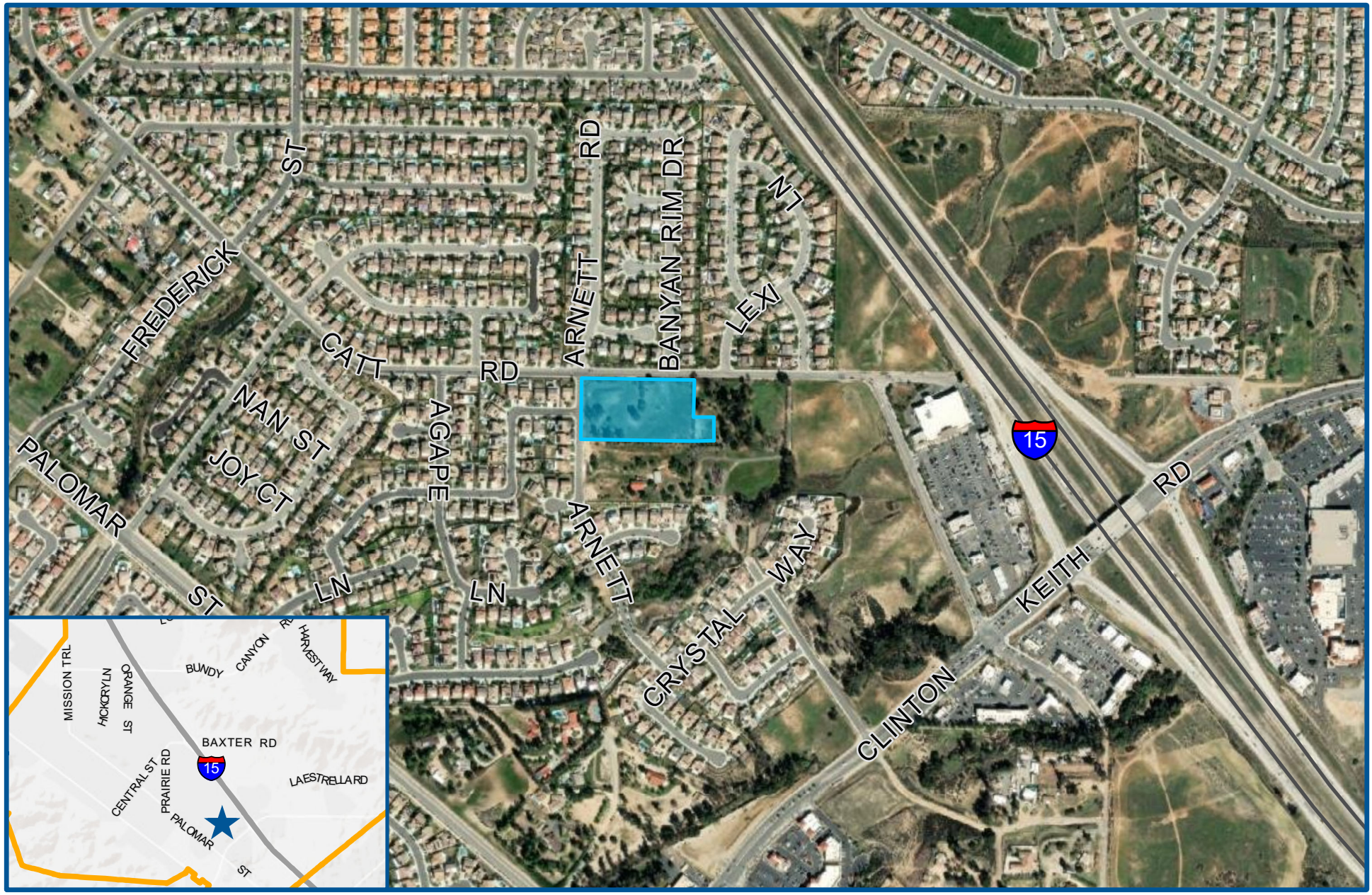
The projected levy for Phase 1 of Tax Zone 6 in FY 2023-24 is $13,606 for the first year of Special Tax A maintenance services. Special Tax B will generate $28,502 once all 89 units are developed.

Costs related to the annexation are covered by developer deposits. There is no impact to the General Fund.

ATTACHMENTS:

1 - Project Map for Annexation No. 6
2 - Resolution Calling an Election
2A - Resolution Exhibits
3 - Resolution Declaring Election Results
3A - Resolution Exhibit A, Certificate of Election Results

PROJECT MAP
CFD NO. 2022-1 (SERVICES)
ANNEXATION NO. 6



SPICER CONSULTING GROUP

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) (ANNEXATION NO. 6)

WHEREAS, on April 13, 2022, the City Council (the "City Council") of the City of Wildomar (the "City") approved Resolution No. 2022-11 declaring the City's intention to establish Community Facilities District No. 2022-1 (Services) of the City of Wildomar, County of Riverside, State of California (the "CFD No. 2022-1") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, the City Council set a public hearing for June 8, 2022, after which the Council adopted Resolution No. 2022-30 forming the CFD No. 2022-1 and calling a special election at which the questions of levying a special tax and establishing an appropriations limit with respect to the CFD No. 2022-1 were submitted to the qualified electors within the CFD No. 2022-1; and

WHEREAS, on June 8, 2022, the City Council adopted Resolution No. 2022-31 declaring the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the proposition presented, and such proposition passed; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code as amended (the "Act"), to annex territory into an existing community facilities district by complying with the procedures set forth in said Article 3.5; and

WHEREAS, the City Council on August 9, 2023, duly adopted Resolution No. 2023-36 (the "Resolution of Intention") declaring its intention to annex certain territory to CFD No. 2022-1 (Services) and to levy a special tax within that territory to pay for certain services and setting a time and place for the public hearing on the proposed annexation for September 13, 2023; and

WHEREAS, the territory proposed to be annexed is identified in the map entitled "Annexation Map No. 6 Community Facilities District No. 2022-1 (Services)" a copy of which was recorded, on August 15, 2023, in Book 91 of Maps of Assessment and Community Facilities Districts at Page 68, in the office of the Riverside County Recorder; and

WHEREAS, pursuant to the Act and the Resolution of Intention, a notice of public hearing was convened by the City Council on September 13, 2023, not earlier than the

hour of 6:00 p.m. at the City Hall located at 23873 Clinton Keith Road, Wildomar, California 92595, relative to the proposed annexation of said territory to CFD No. 2022-1; and

WHEREAS, written protests have not been filed by fifty percent (50%) or more of the registered voters residing within the CFD No 2022-1, or by fifty percent (50%) or more of the registered voters residing within the territory to be annexed, or by the owners of one-half (1/2) or more of the area within the CFD No. 2022-1, or by the owners of one-half (1/2) or more of the territory to be annexed; and

WHEREAS, the City Council has determined that there are fewer than twelve registered voters residing in the territory proposed to be annexed to the CFD No. 2022-1 and that the qualified electors in such territory are the landowners; and

WHEREAS, on the basis of all of the foregoing, the City Council has determined at this time to call an election to authorize the annexation of territory to the CFD No. 2022-1 and the levying of a special tax as described in Exhibit A hereto; and

WHEREAS, the City Council has received a written instrument from each landowner in the territory proposed to be annexed to the CFD No. 2022-1 consenting to the shortening of election time requirements, waiving analysis and arguments, and waiving all notice requirements relating to the conduct of the election; and

WHEREAS, the City Clerk has concurred in the election date set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING EX OFFICIO AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, DETERMINE AND ORDER AS FOLLOWS:

Section 1 Recitals. The foregoing recitals are true and correct.

Section 2. Conformation of Finding in Resolution of Intention. The City Council reconfirms all of its findings and determinations as set forth in the Resolution of Intention.

Section 3. Findings Regarding Protests. The City Council finds and determines that written protests to the proposed annexation of territory to the CFD No. 2022-1 and the levy of the special tax within such territory are insufficient in number and in amount under the Act, and the City Council hereby further orders and determines that all such protests are hereby overruled.

Section 4. Findings Regarding Prior Proceedings. The City Council finds and determines that all prior proceedings had and taken by the City Council with respect to the annexation of territory to CFD No. 2022-1 are valid and in conformity with the requirements of the Act.

Section 5. Levy of Special Tax. As stated in the Resolution of Intention, except where funds are otherwise available, subject to the approval of the qualified electors of territory proposed to be annexed to CFD No. 2022-1, a special tax sufficient to pay the costs of the Services (including incidental expenses as described in the Resolution of Intention), secured by recordation of a continuing lien against all nonexempt real property in CFD No. 2022-1, will be levied annually in CFD No. 2022-1. The rate and method of apportionment, and manner of collection of the special tax are specified in Exhibit A hereto.

Section 6. Apportionment of Tax. The special tax as apportioned to each parcel is based on the cost of making the Services available to each parcel, or other reasonable basis, and is not based on or upon the ownership of real property.

Section 7. Tax Roll Preparation. The office of the Public Works Director, 23873 Clinton Keith Road., City of Wildomar, is hereby designated as the office that will be responsible for annually preparing a current roll of special tax levy obligations by assessor's parcel number and that will be responsible for estimating future special tax levies pursuant to Government Code section 53340.2. The Public Works Director may cause these functions to be performed by his or her deputies, assistants, or other designated agents.

Section 8. Accountability Measures. Pursuant to Section 50075.1 of the California Government Code, the City shall create a separate account into which tax proceeds will be deposited; and the Public Works Director annually shall file a report with the City Council that will state (a) the amount of funds collected and expended and (b) the status of the Services financed in CFD No. 2022-1.

Section 9. Special Election; Voting Procedures. The City Council hereby submits the questions of levying the special tax within the territory proposed to be annexed to the qualified electors, in accordance with and subject to the Act. The special election shall be held on September 13, 2023, and shall be conducted as follows:

(a) Qualified Electors. The City Council hereby determines that the Services are necessary to meet increased demands placed upon the City as a result of development occurring within the boundaries of CFD No. 2022-1. Because fewer than twelve registered voters resided within the territory proposed to be annexed to CFD No. 2022-1 on July 25, 2023 (a date within the 90 days preceding the close of the public hearing on the territory proposed to be annexed to CFD No. 2022-1), the qualified electors shall be the landowners within territory proposed to be annexed, and each landowner who was the owner of record at the close of the hearing shall have one vote for each acre or portion of an acre of land that such landowner owns within the territory proposed to be annexed to CFD No. 2022-1.

(b) Consolidation of Elections; Combination of Propositions on Ballot. The election on the question of levying the special tax and establishing an appropriations limit for CFD No. 2022-1 shall be consolidated, and the two proportions shall be combined into a single ballot proposition for submission to the voters, as authorized by Government Code Section 53353.5.

(c) Mail Ballot Election. Pursuant to Government Code section 53327.5, the election shall be conducted as a mail ballot election. The City Council hereby ratifies the City Clerk's delivery of a ballot to each landowner within the territory proposed to be annexed to CFD No. 2022-1. The City Council hereby ratifies the form of the ballot, which is attached hereto as Exhibit B.

(d) Return of Ballots. The City Clerk shall accept the ballots of the landowners up to 6:00 p.m. on September 13, 2023. The City Clerk shall have available ballots that may be marked at the City Clerk's office on the election day by voters. Once all qualified electors have voted, the City Clerk may close the election.

(e) Canvass of Election. The City Clerk shall commence the canvass of the returns of the special election as soon as the election is closed (on September 13, 2023, or when all qualified electors have voted) at the City Clerk's office. At the conclusion of the canvass, the City Clerk shall declare the results of the election.

(f) Declaration of Results. The City Council shall declare the results of the special election following the completion of the canvass of the returns and shall cause to be inserted into its minutes a statement of the results of the special election as ascertained by the canvass of the returns.

Section 10. Filing of Resolution and Map with City Clerk. The City Council hereby directs the City Clerk to file a copy of this resolution and the annexation map of the boundaries of CFD No. 2022-1 in his/her office.

PASSED, APPROVED AND ADOPTED this 13th day of September 2023:

Joseph Morabito
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT

RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR

Special Taxes (defined below) shall be levied on and collected from each Assessor's Parcel (defined below) in Community Facilities District No. 2022-1 (Services) of the City of Wildomar (the "CFD No. 2022-1" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2022, in an amount determined by the City Council of the City of Wildomar, acting ex officio as the legislative body of CFD No. 2022-1, by applying the rates and method of apportionment set forth below. All of the real property in CFD No. 2022-1, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

"Accessory Dwelling Unit" means a residential unit of limited size including a smaller second unit that shares an Assessor's Parcel as a Single Family Residential Property with a stand-alone Residential Unit.

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on any Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2022-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2022-1, or any designee thereof associated with fulfilling the CFD No. 2022-1 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2022-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-1 for any other administrative purposes of CFD No. 2022-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Administrator" means the City Manager of the City of Wildomar, or his or her designee.

"Approved Property" means all Assessor's Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 of preceding the Fiscal Year in which the Special Tax is being levied and for which no building permit for new construction has been issued on or prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land that is identifiable by an Assessor's Parcel Number by the County Assessor of the County of Riverside.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that identification number assigned to a parcel by the County Assessor of the County.

"Building Permit" means the first legal document issued by the City giving official permission for new

construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator

"Building Square Footage" or **"BSF"** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Taxable Property after issuance of a building permit for expansion or renovation of such building.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD" or **"CFD No. 2022-1"** means Community Facilities District No. 2022-1 (Services) of the City of Wildomar.

"City" means the City of Wildomar.

"Contingent Services" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(3) that a Property Owners' Association fails to adequately provide such services.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels that: (i) are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) have an Assessor's Parcel Number from the County shown on an Assessor's Parcel Map for the individual lot included on the Final Map, and (iii) a Building Permit for new construction was issued on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Exempt Property" means all Assessors' Parcels designated as being exempt from the Special Tax as provided for in Section G.

"Final Map" means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 6624 that creates individual lots for which building permits may be issued without further subdivision.

"Fiscal Year" means the period from and including July 1st of any year to and including the following June 30th.

"Land Use Category" or **"LUC"** means, any of the categories contained in Section B hereof to which an Assessor's Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor's Parcel as of March 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Maximum Special Tax" means the Maximum Special Tax A, Maximum Special Tax B, and/or Maximum Special Tax C (Contingent), as applicable.

"Maximum Special Tax A" means the Maximum Special Tax A, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

"Maximum Special Tax B" means the Maximum Special Tax B, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2022-1.

"Maximum Special Tax C (Contingent)" means for each Assessor's Parcel and each Fiscal Year, the maximum Special Tax C (Contingent), as determined in accordance with Section C below that can be levied on such Assessor's Parcel in such Fiscal Year.

"Multi-Family Residential Property" or **"MFR"** means any Assessor's Parcel of residential property that consists of a building or buildings comprised of attached Residential Units available for rental, but not purchase, by the general public and under common management.

"Non-Residential Property" or **"NR"** means, all Assessor's Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor's Parcel is Non-Residential Property.

"Property Owner's Association" or **"POA"** means the property owner's association or homeowner's association established to maintain certain services within a Tax Zone.

"Proportionately" means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

"Residential Unit" or **"RU"** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator. An Accessory Dwelling Unit that shares an Assessor's Parcel with a Single Family Residential Property shall not be considered a Residential Unit for purposes of this RMA.

"Residential Property" means all Assessor's Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

"RMA" means this Rate and Method of Apportionment of Special Taxes.

"Service(s)" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2022-1 as set forth in the documents adopted by the City Council at the time the CFD was formed.

"Single Family Residential Property" or **"SFR"** means any residential property that consists of a building comprised of attached or detached residential units available for purchase or rent by the general public.

"Special Tax(es)" means the Special Tax A and/or Special Tax B and/or Special Tax C (Contingent) to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property.

"Special Tax A" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax A Requirement.

"Special Tax A Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads, and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for bonds or other forms of indebtedness.

"Special Tax B" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax B Requirement.

"Special Tax B Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2022-1 in the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) fire protection and suppression services, (iii) fund an operating reserve for the costs of Services as determined by the Administrator, and (iv) Administrative Expenses. Under no circumstances shall the Special Tax B Requirement include funds for bonds or other forms of indebtedness.

"Special Tax C (Contingent)" means the annual special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax C (Contingent) Requirement, if required.

"Special Tax C (Contingent) Requirement" means that amount required in any Fiscal Year, if the POA is unable to maintain the Contingent Service(s) to: (i) pay the costs of Contingent Services incurred or otherwise payable in the Calendar Year commencing in such Fiscal Year; (ii) fund an operating reserve for the costs of Contingent Services as determined by the Administrator; less a credit for funds available to reduce the annual Special Tax C (Contingent) levy as determined by the Administrator. Under no circumstances shall the Special Tax C (Contingent) Requirement include funds for bonds or other forms of indebtedness..

"Taxable Property" means all Assessor's Parcels within CFD No. 2022-1, which are not Exempt Property.

"Taxable Unit" means a Residential Unit, Building Square Footage, or an Acre.

"Tax Zone" means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax.

"Tax Zone Original" means the geographic area the specific area identified on the CFD Boundary Map as Tax Zone Original.

"Tract(s)" means an area of land within a subdivision identified by a particular tract number on a Final Map approved for the subdivision.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2022-1 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property

and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

C. MAXIMUM SPECIAL TAX RATES

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax A and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as each annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcels, the Special Tax A, Special Tax B, and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the applicable Tax Zone below or as included in Appendix A as each annexation occurs.

1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this RMA shall be updated to reflect the Maximum Special Tax A for Developed Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Developed Property for such Tract or Tracts as specified in such updated Appendix A for the annexed property which shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2022-2023 for a Residential Unit of Developed Property within the Tax Zone Original are identified in Table 1 below:

TABLE 1
MAXIMUM SPECIAL TAX A RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	$408
		Multi-Family Residential Property	RU	$408
		Non-Residential Property	Acre	$5,267

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property in Table 2 is specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, the Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax A for Approved Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per Residential Unit for Approved Property within Tax Zone Original is identified in Table 2 below:

TABLE 2
MAXIMUM SPECIAL TAX A RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Single Family Residential Property	RU	$408
		Multi-Family Residential Property	RU	$408
		Non-Residential Property	Acre	$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method adopted shall be updated to reflect the Maximum Special Tax A for Undeveloped Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2022-2023 per acre of Undeveloped Property within Tax Zone Original is identified in Table 3 below:

TABLE 3
MAXIMUM SPECIAL TAX A RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax A
Original	TR 36672	Acre	$5,267

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B

The Special Tax B is an annual Special Tax that shall be levied on Developed Property to fund the Special Tax B Requirement.

a. Developed Property

(i) Maximum Special Tax B

The Maximum Special Tax B for Fiscal Year 2022-2023 for each Land Use Category within Tax Zone Original is shown in Table 4. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax B for the Tract or Tracts annexed and the Special Tax B shall be levied up to the Maximum Special Tax B for Developed Property for such Tract or Tracts as specified in such updated Appendix A.

TABLE 4
MAXIMUM SPECIAL TAX B RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Land Use Category	Unit	Maximum Special Tax B
Single Family Residential Property	RU	$430
Multi-Family Residential Property	RU	$305

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

The Special Tax B shall not be levied on Approved or Undeveloped Property.

3. Special Tax C (Contingent)

The City Council shall levy Special Tax C (Contingent) only in the event the POA defaults in its obligation to maintain the Contingent Services, which default shall be deemed to have occurred, as determined by the Administrator, in each of the following circumstances:

(a) The POA files for bankruptcy;
(b) The POA is dissolved;
(c) The POA ceases to levy annual assessments for the Contingent Services; or
(d) The POA fails to provide the Contingent Services at the same level as the City provides similar services and maintains similar improvements throughout the City and within ninety (90) days after written notice from the City, or such longer period permitted by the City Manager, fails to remedy the deficiency to the reasonable satisfaction of the City Council.

a. Developed Property

(i) Maximum Special Tax C (Contingent)

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Taxable Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Developed Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 5 below:

TABLE 5
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
DEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	$261
		Multi-Family Residential Property	RU	$261
		Non-Residential Property	Acre	$3,372

(ii) Increase in the Maximum Special Tax C (Contingent)

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax C (Contingent) that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax C (Contingent) that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 6 below:

TABLE 6
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
APPROVED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Single Family Residential Property	RU	$261
		Multi-Family Residential Property	RU	$261
		Non-Residential Property	Acre	$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2022-1, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2022-2023 within Tax Zone Original is identified in Table 7 below:

TABLE 7
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2022-2023

Tax Zone	Tract	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 36672	Acre	$3,372

On each July 1, commencing on July 1, 2023 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year in which Special Tax A is authorized to be levied, the Council shall determine the Special Tax A Requirement and shall levy

the Special Tax A on all Assessor's Parcels of Taxable Property until the aggregate amount of Special Tax A equals the Special Tax A Requirement. The Special Tax A shall be levied for each Fiscal Year within each Tax Zone as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

2. Special Tax B

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the Council shall determine the Special Tax B Requirement and shall levy the Special Tax B until the aggregate amount of Special Tax B equals the Special Tax B Requirement.

The Special Tax B shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B to satisfy the Special Tax B Requirement.

3. Special Tax C (Contingent)

Commencing with the first Fiscal Year in which Special Tax C (Contingent) is authorized to be levied and for each following Fiscal Year, the City Council shall determine the Special Tax C (Contingent) Requirement for each Tax Zone, if any, and shall levy the Special Tax on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax C (Contingent) equals the Special Tax C (Contingent) Requirement for such Tax Zone. The Special Tax C (Contingent) shall be levied for each Fiscal Year as follows:

First: The Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax C (Contingent) to satisfy the Special Tax C (Contingent) Requirement;

Second: If additional moneys are needed to satisfy the Special Tax C (Contingent) Requirement after the first step has been completed, the Special Tax C (Contingent) shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax C (Contingent) for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax C (Contingent) Requirement after the first two steps has been completed, the Special Tax C (Contingent) shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax C (Contingent) for Undeveloped Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2022-1 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed.

F. TERM OF SPECIAL TAX

For each Fiscal Year, the Special Taxes shall be levied as long as the Services are being provided.

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2022-1, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; or (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator. No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for CFD No. 2022-1, is an Exempt Property.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax(es) that is disputed. A representative(s) of CFD No. 2022-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax(es) shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2022-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

APPENDIX A

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)

COST ESTIMATE

Special Tax A Services – The estimate breaks down the costs of providing one year's maintenance services for FY 2023-2024. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2022-1 (Services).

TAX ZONE 6 – SPECIAL TAX A
LLA 2022-004

Item	Description	Estimated Cost
1	Lighting	$129
2	Streets	$2,327
3	Drainage	$632
4	Parks	$8,132
5	Graffiti	$197
6	Reserves	$326
7	Admin	$1,863
Total		**$13,606**

Special Tax B Services – It is estimated that the cost of providing Police and Fire Protection services being funded by Special Tax B for the Community Facilities District No. 2022-1 (Services) as outlined in Exhibit "B" hereto, will be as follows for the first year:

TAX ZONE 6 – SPECIAL TAX B
LLA 2022-004

Land Use Category	Unit	Maximum Special Tax B
Multi-Family Residential Property	RU	$320.25

Special Tax C (Contingent) Services – There are no maintenance services proposed to be funded by the levy of Special Tax C (Contingent) for Community Facilities District No. 2017-1 Tax Zone 6.

TAX ZONE 6
LLA 2022-004
FY 2023-2024 MAXIMUM SPECIAL TAX RATES

Taxable Property	Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)
Developed Property	Multi-Family Residential	RU	$153	$320.25	$0
Approved Property	Multi-Family Residential	RU	$153	N/A	$0
Undeveloped Property	N/A	Acre	$3,351	N/A	$0

MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
FOR DEVELOPED PROPERTY

Tax Zone	Fiscal Year Included	Tract	No. of Taxable Units	LUC	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)	Subdivider
Original	2022-23	TR 36672	136	SFR	RU	$408	$430	$261	Lennar Homes
1	2022-23	PP 13-0089	170	MFR	RU	$203	$305	$0	Villa Siena Property LLC
2	2022-23	TR 37476	77	SFR	RU	$583	$430	$262	KB Home Coastal Inc.
3	To Be Determined								
4	2023-24	PM 37941	9.62	NR	Acre	$4,060	$0	$0	Strata Baxter, LLC and Kaiser Foundation Health Plan, Inc.
5	2023-24	TR 31896	117	SFR	RU	$788	$451.50	$503	D.R. Horton Los Angeles Holding Co.
6	2023-24	LLA 2022-004	89	MFR	RU	$153	$320.25	$0	Wildomar Tres Lagos Partners LP
7	2023-24	TR 36781/36782	191	SFR	RU	$255	$451.50	$0	CPR/CWR Westpark Project, LLC

ESCALATION OF MAXIMUM SPECIAL TAXES

Maximum Special Tax A - On each July 1, the Maximum Special Tax A for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

Maximum Special Tax B - On each July 1, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

Maximum Special Tax C (Contingent) - On each July 1, the Maximum Special Tax C (Contingent) for Developed Property, Approved Property and Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

EXHIBIT B

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
DESCRIPTION OF AUTHORIZED SERVICES

The services which may be financed with proceeds of the special tax of CFD No. 2022-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-ways, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. In addition, the services which may include some or all costs attributable to police protection, and fire services. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance, servicing; or both of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2022-1; as well as local roads within residential subdivisions located within CFD No. 2022-1; and any portions adjacent to the properties within CFD No. 2022-1; and

(d) police protection services, including but not limited to criminal justice services, and fire protection and suppression services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services shall be limited to those provided within the boundaries of CFD No. 2022-1 or for the benefit of the properties within the boundaries of CFD No. 2022-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2022-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2022-1 before CFD No. 2022-1 was created.

EXHIBIT C

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)

PROPOSED BOUNDARIES

Copy

91/68

SHEET 1 OF 1 SHEET

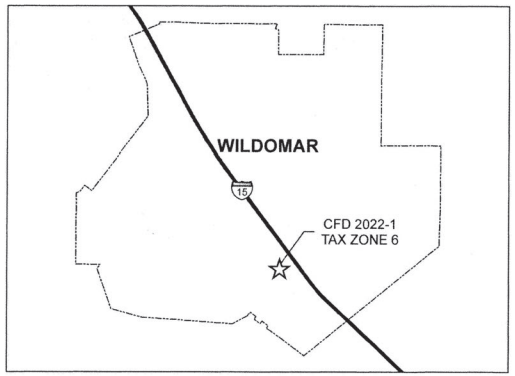
PROPOSED ANNEXATION MAP NO. 6
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

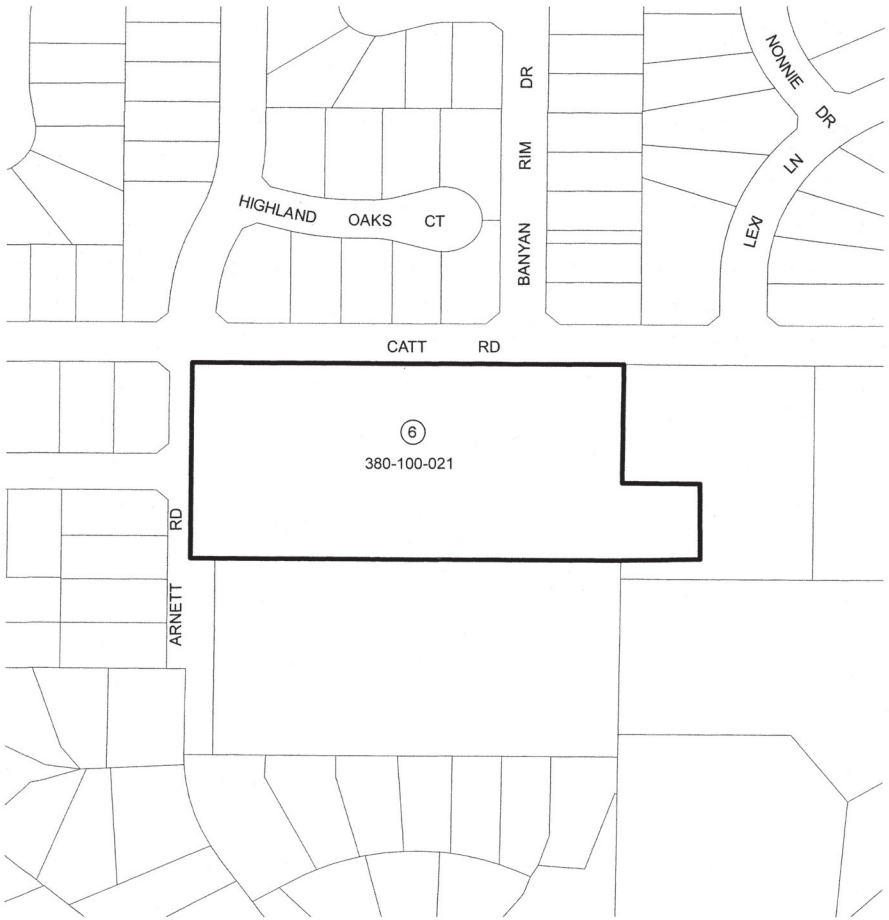
THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON APRIL 19, 2022, IN BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITY DISTRICTS AT PAGE 77 AND AS INSTRUMENT NO. 2022-0183915 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP OR AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON 9th DAY OF August, 2023, BY RESOLUTION NO. 2023-36

Janet Morales
CITY CLERK
CITY OF WILDOMAR





RECORDED THIS 15th DAY OF August, 2023 AT THE HOUR OF 4:04 O'CLOCK P.M IN BOOK 91 PAGE 68 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.: 2023-0239946
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 9th DAY OF August, 2023.

Janet Morales
CITY CLERK
CITY OF WILDOMAR

LEGEND

- CFD BOUNDARY
- PARCEL LINE
- CITY BOUNDARY
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER
- (6) TAX ZONE

SPICER CONSULTING GROUP

THIS BOUNDARY MAP CORRECTLY SHOWS THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2023-24.

0 125 250 500 Feet

N W E S

EXHIBIT B

BALLOT

SPECIAL TAX ELECTION
CITY OF WILDOMAR

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 6

(September 13, 2023)

This ballot is for the use of the authorized representative of the following owner of land within Annexation No. 6 of the Community Facilities District No. 2022-1 (Services) ("CFD No. 2022-1") of the City of Wildomar:

Name of Landowner	Number of Acres Owned	Total Votes
Wildomar Tres Lagos Partners LP	4.06	5

According to the provisions of the Mello-Roos Community Facilities Act of 1982, and resolutions of the City Council (the "Council") of the City of Wildomar (the "City"), the above-named landowner is entitled to cast the number of votes shown above under the heading "Total Votes," representing the total votes for the property owned by said landowner. The City has sent the enclosed ballot to you so that you may vote on whether or not to approve the special tax.

This special tax ballot is for the use of the property owner of the parcels identified below, which parcels are located within the territory proposed to be annexed to the CFD No. 2022-1, City of Wildomar, County of Riverside, State of California. Please advise the City Clerk, at (951) 677-7751 x 210 if the name set forth below is incorrect or if you are no longer one of the owners of these parcels. This special tax ballot may be used to express either support for or opposition to the proposed special tax. To be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person, as follows:

Mail Delivery: If by mail, place ballot in the return envelope provided, and mail no later than August 30, 2023, two calendar weeks prior to the date set for the election. Mailing later than this deadline creates the risk that the special tax ballot may not be received in time to be counted.

Personal Delivery: If in person, deliver to the City Clerk at any time up to 6:00 p.m. on September 13, 2023, at the Clerk's office at 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595.

However delivered, this ballot must be received by the Clerk prior to the close of the public meeting on September 13, 2023.

Very truly yours,

Janet Morales
City Clerk
City of Wildomar

TO CAST THIS BALLOT, PLEASE RETURN THIS ENTIRE PAGE.

OFFICIAL SPECIAL TAX BALLOT

Name & Address of Property Owner:	**Assessor's Parcel Number(s):**
Wildomar Tres Lagos Partners LP Attn: Danavon L. Horn 100 Pacifica, Suite 203 Irvine, CA 92618	380-100-021

ANNEXATION OF TERRITORY TO
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 6

MARK AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT

SPECIAL TAX BALLOT MEASURE	MARK "YES" OR "NO" WITH AN "X":
Shall the City Council of the City of Wildomar be authorized to levy a special tax on an annual basis at the rates and apportioned as described in Exhibit C to the Resolution Declaring its Intention to Annex Territory to Community Facilities District No. 2022-1 (Services) adopted by the City Council on August 9, 2023 (the "Resolution"), which is incorporated herein by this reference, within the territory identified on the map entitled "Annexation Map No. 6 of Community Facilities District No. 2022-1 (Services) City of Wildomar" to finance certain services as set forth in Section 4 to the Resolution (including incidental expenses) and shall an appropriation limit be established for Community Facilities District No. 2022-1 (Services) in the amount of special taxes collected?	YES _____ NO _____

Certification for Special Election Ballot

The undersigned is an authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20_____.

Wildomar Tres Lagos Partners LP
Danavon L. Horn
President

_____
Signature

_____
Print Name

_____
Title

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES) ANNEXATION NO. 6

WHEREAS, the City Council (the "City Council") of the City of Wildomar (the "City") has heretofore conducted proceedings for the area proposed to be annexed to Community Facilities District No. 2022-1 (Services) (the "CFD No. 2022-1") of the City of Wildomar, including conducting a public hearing pursuant to Section 53339.5 of the Government Code; and

WHEREAS, at the conclusion of said public hearing, the City Council adopted a resolution calling a special election for September 13, 2023, and submitting to the qualified electors of the territory to be annexed to the CFD No. 2022-1 the question of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property as provided in the form of special election ballot; and

WHEREAS, a Certificate of Election Results, attached thereto as Exhibit A, dated September 13, 2023, executed by the City Clerk (or, in the absence of the City Clerk, the Acting City Clerk – in either case, the "Clerk"), has been filed with this Council, certifying that a completed ballot has been returned to the Clerk for each landowner-voter(s) eligible to cast a ballot in said special election, with all votes cast as "Yes" votes in favor of the ballot measure, and further certifying on said basis that the special mailed-ballot election was closed; and

WHEREAS, this Council has received, reviewed and hereby accepts the Clerk's Certificate of Election Results and wishes by this resolution to declare the results of the special mailed-ballot election;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR:

Section 1. Recitals. This Council finds and determines that the foregoing recitals are true and correct.

Section 2. Ballot Measure. This Council hereby finds, determines and declares that the ballot measure submitted to the qualified electors of the territory to be annexed to CFD No. 2022-1 has been passed and approved by those qualified electors in accordance with Sections 53328 and 53329 of the Government Code.

Section 3. Annexation. This Council hereby finds, determines and declares that pursuant to Section 53339.8 of the Government Code, the City Council is authorized to determine that the territory to be annexed has been added to and become a part of the CFD No. 2022-1 with full legal effect, and the City Council is also authorized, pursuant to said Section 53339.8, to annually levy special taxes within the territory to be annexed

to pay the costs of the services to be provided by the CFD No. 2022-1 as specified in Resolution No. 2023-36 adopted by the City Council on August 9, 2023. The boundaries of the territory annexed are shown on the map entitled, "Annexation Map No. 6 Community Facilities District No. 2022-1 (Services)" a copy of which was recorded, on August 15, 2023, in Book 91 of Maps of Assessment and Community Facilities Districts at Page 68, in the office of the Riverside County Recorder.

Section 4. Notice of Special Tax Lien. Pursuant to Section 53339.8 of the Government Code and Section 3117.5 of the Streets and Highways Code, the City Clerk shall cause to be filed with the County Recorder of the County of Riverside an amendment of the notice of special tax lien and a map of the amended boundaries of the CFD No. 2022-1 including the annexed territory.

Section 5. Effect. This resolution shall take effect from and after its adoption.

PASSED, APPROVED AND ADOPTED this 13th day of September 2023:

Joseph Morabito
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales
City Clerk

EXHIBIT A

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2022-1 (SERVICES)
ANNEXATION NO. 6

CERTIFICATE OF ELECTION RESULTS

I, the undersigned, being the Deputy City Clerk or the City Clerk, as the case may be, hereby certify:

In connection with the special mailed-ballot election called by the City Council (the "City Council") of the City of Wildomar (the "City") on this same date in the proceedings of the City Council for the annexation of territory to the above-entitled community facilities district, I personally received (a) a signed and dated waiver and consent form and (b) a signed, dated and marked election ballot(s) on behalf of the owner(s) listed below, the entity named as the sole landowner of the land within the boundary of the above-entitled community facilities district in the Certificate Regarding Registered Voters and Landowners, dated July 25, 2023, and on file in the office of the City Clerk of the City in connection with the City Council actions on that date. Copies of the completed waiver and consent form and the completed ballot received by me and on file in my office are attached hereto.

Following such receipt, I have personally, and in the presence of all persons present, reviewed the ballot to confirm that it is properly marked and signed, and I hereby certify the result of that count to be that the ballot was cast in favor of the measure.

Based upon the foregoing, all votes that were cast having been cast "Yes", in favor of the ballot measure, the measure has therefore passed.

Landowner	Qualified Landowner Votes	Votes Cast	YES	NO
Wildomar Tres Lagos Partners LP	5	5		

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2023.

Janet Morales
City Clerk
City of Wildomar

By: _____

(Attach completed copies of Waiver/Consent and Ballots)

CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.3
Meeting Date: September 13, 2023

SUBJECT: Public Hearing - Establishment of Community Facilities District No. 2023-1 (Avalino)

SUBMITTED BY: Jason Farag

PREPARED BY: Ninette Eva

ACTION:
Adopt the following Resolutions:

RESOLUTION NO. 2023 -__,
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

RESOLUTION NO. 2023 -__,
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $15,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR AND CALLING AN ELECTION THEREIN

And

RESOLUTION NO. 2023 -__,
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR CERTIFYING ELECTION RESULTS

Introduce and read by title only:

ORDINANCE NO. ___-___

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR AUTHORIZING THE LEVY OF SPECIAL TAXES

SUMMARY:
The Developer of Tract 31896 has requested to form a Community Facilities District to finance certain public improvements that they are obligated to construct as part of their project. This Public Hearing proposes resolutions to authorize the levy of special taxes related to the District, authorizes the indebtedness within the District, and certifies the election results related to these actions. This Public Hearing also introduces an Ordinance related to the levy of special taxes.

BACKGROUND:
D.R. Horton Los Angeles Holding Company, Inc., a California corporation (the "Developer"), owns 41.76 gross acres of property in the City which is proposed to be developed into 117 single family residential homes. Such property is generally located to the southwest of Palomar Street and northeast of Rancho Mirlo Road.

DISCUSSION:
The Developer has requested that the City form a Community Facilities District ("CFD No. 2023-1" or the "District") to encompass such property in accordance with the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), to finance the costs of certain public improvements through the levy of a special tax and the issuance of bonds. The maximum amount of bonded indebtedness proposed is $15 million.

On August 9, 2023, the City Council adopted Resolution Nos. 2023-37 and 2023-38, which declared City's intention to establish the District and the intention to incur bonded indebtedness within the District (together, the "Resolution of Intention"). The Resolution of Intention called for a public hearing to be held on September 13, 2023. The purpose of the public hearing is for the City Council to formally consider the approval of the formation of the CFD, 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.

In connection with the public hearing, the City's Special Tax Consultant, Spicer Consulting Group, has prepared a CFD Public Hearing Report 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 and the

Resolution Determining the Necessity to Incur Debt 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 $15 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.

In addition, the Resolution of Formation, approves the execution and delivery of the Acquisition, Construction and Funding Agreement with the Developer (the “Funding Agreement”) and a Joint Community Facilities Agreement (the “Water District JCFA”) with the Developer and Elsinore Valley Municipal Water District (the “Water District”) in the forms presented to this Council. The Funding Agreement sets forth the terms, among others, pursuant to which the District will finance improvements which are included in the City’s development fee program and certain improvements to be constructed by the Developer. 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 Water District JCFA provides for the terms by which the District is authorized to finance water district 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. 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.

Establishment of the District establishes a separate legal entity. When bonds are issued on behalf of the District, they will be the obligation of the District to be repaid out of Special Taxes, and not of the City of Wildomar.

FISCAL IMPACT:
The Developer has made a deposit to pay for the costs of the formation proceedings which may be reimbursed to the Developer in accordance with a reimbursement agreement with the Developer. If established and subject to necessary Council and voter approvals, 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. 2023-1. Any bonds issued by CFD No. 2023-1 are not obligations of the City and will be secured solely by the special taxes levied within CFD No. 2023-1.

The RMA provides that the annual special tax rates will range from $4,812 for home sizes less than 2,000 square feet to $5,545 for home sizes greater than 3,000 square feet, which rates escalate at 2% per year.

ATTACHMENTS:
Resolution of Formation (CFD 2023-1)
Resolution of Necessity to Incur Debt (CFD 2023-1)
Resolution Certifying Election Results (CFD 2023-1)
Ordinance (CFD 2023-1)
Registrar of Voters Certificate (CFD 2023-1)
Acquisition Agreement (CFD 2023-1)
CFD 2023-1 Report
JCFA with EVMWD (CFD 2023-1)

RESOLUTION NO. 2023-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) 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. 2023-37 stating its intention to form Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar ("Community Facilities District No. 2023-1" 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. 2023-37 setting forth a description of the proposed boundaries of Community Facilities District No. 2023-1, 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. 2023-1 and to levy a special tax (the "Special Tax") and to incur bonded indebtedness in the amount of up to $15,000,000 therein to finance the facilities and incidental expenses described in Resolution No. 2023-37 and

WHEREAS, on September 13, 2023, this City Council conducted a noticed public hearing as required by law relative to the proposed formation of Community Facilities District No. 2023-1, the levy of the Special Tax therein and the issuance of bonded indebtedness by the District; and

WHEREAS, at the September 13, 2023 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 September 13, 2023 public hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2023-1, 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. 2023-1 for each of the 90 days prior to September 13, 2023 and that the qualified electors in Community Facilities District No. 2023-1 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. 2023-1 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. 2023-37 (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. 2023-1; 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 D.R. Horton Los Angeles Holding Company, Inc., a California corporation (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 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 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. 2023-1 (Avalino) 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. 2023-1 are established as shown on the map designated "Proposed Boundary Map Community Facilities District No. 2023-1 (Avalino) 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. 91, Page No. 66 on August 15, 2023 as Instrument No. 2023-0239944.

Section 4. The types of Facilities and Incidental Expenses authorized to be provided for Community Facilities District No. 2023-1 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 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. 2023-37 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. 2023-1 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 2065-66. 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 2065-66, 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. 2023-1 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. 2023-1, increase the levy to the extent necessary and permitted by law and these proceedings upon the remaining property

within Community Facilities District No. 2023-1 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. 2023-1, 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. 2023-1 and will be benefited by the Facilities proposed to be provided within Community Facilities District No. 2023-1.

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. 2023-1 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. 2023-1 as are proposed to be provided by the Facilities to be financed by Community Facilities District No. 2023-1.

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. 2023-1 on the propositions of levying the Special Tax on the property within Community Facilities District No. 2023-1 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. 2023-1 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 September 13, 2023, 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 September 13, 2023, 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 September 13, 2023. 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. 2023-1. 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 July 25, 2023. Accordingly, since there were fewer than 12 registered voters within the District for each of the 90 days preceding September 13, 2023, 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. 2023-1, 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 September 13, 2023, 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. 2023-1. 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 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. 2023-1. 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 City Manager 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 City Manager 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 September, 2023:

Joseph Morabito
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 September 13, 2023 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. 2023-1 (Avalino) 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, 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" and 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 B

BALLOT PROPOSITIONS

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR

SPECIAL TAX AND SPECIAL BOND ELECTION

September 13, 2023

PROPOSITION A: Shall Community Facilities District No. 2023-1 (Avalino) 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 $15,000,000, 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. 2023-37 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. 2023-37 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. 2023-37, 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 2023-24, 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 $7,500,000?	YES_____ NO_____

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $15,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR AND CALLING AN ELECTION THEREIN

WHEREAS, on August 9, 2023, the City Council of the City of Wildomar (the "City Council") adopted Resolution No. 2023-37 stating its intention to form Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar ("Community Facilities District No. 2023-1" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"); and

WHEREAS, on August 9, 2023, the City Council also adopted Resolution No. 2023-38 stating its intention to incur bonded indebtedness in the amount of up to $15,000,000 within proposed Community Facilities District No. 2023-1 to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of public facilities identified in Attachment B to Resolution No. 2023-37, 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. 2023-37; and

WHEREAS, notice was published as required by law relative to the intention of the City Council to form proposed Community Facilities District No. 2023-1 and to incur bonded indebtedness in the amount of up to $15,000,000 within the boundaries of proposed Community Facilities District No. 2023-1; and

WHEREAS, on September 13, 2023, this City Council conducted a noticed public hearing to determine whether it should proceed with the formation of Community Facilities District No. 2023-1, issue bonds to pay for the facilities and incidental expenses described in Resolution No. 2023-37 and authorize the rate and method of apportionment of a special tax to be levied within Community Facilities District No. 2023-1 for the purposes described in Resolution No. 2023-37; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2023-1, 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. 2023-__ establishing Community Facilities District No. 2023-1 (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. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR, HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. It is necessary to incur bonded indebtedness in a maximum aggregate principal amount not to exceed $15,000,000 within Community Facilities District No. 2023-1.

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. 2023-1, 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. 2023-1, other than property exempted from the special tax pursuant to the provisions of the rate and method of apportionment attached to Resolution No. 2023-37 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. 2023-1 on the proposition of incurring the bonded indebtedness. The proposition relative to incurring bonded indebtedness in the maximum aggregate principal amount of $15,000,000 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. 2023-1 on the propositions of incurring the bonded indebtedness, authorizing the levy of the special tax

and setting an appropriations limit shall be September 13, 2023, 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 September 13, 2023, 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 September 13, 2023. 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. 2023-1. 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 July 25, 2023. Accordingly, since there were fewer than 12 registered voters within the District for each of the 90 days preceding September 13, 2023, 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. 2023-1, 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 September 13, 2023, 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 September, 2023:

Joseph Morabito
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 September 13, 2023 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. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR

SPECIAL TAX AND SPECIAL BOND ELECTION

September 13, 2023

PROPOSITION A: Shall Community Facilities District No. 2023-1 (Avalino) 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 $15,000,000, 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. 2023-37 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. 2023-37 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. 2023-37, 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 2023-24, 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 $7,500,000?	YES_____ NO_____

RESOLUTION NO. __-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR CERTIFYING ELECTION RESULTS

WHEREAS, the City Council of the City of Wildomar called and duly held an election on September 13, 2023 within the boundaries of Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar ("Community Facilities District No. 2023-1" or the "District") pursuant to Resolution Nos. 2023-__ and 2023-__ 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 or Deputy City Clerk (referred to herein as 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. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR, HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS 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 September 13, 2023 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 $15,000,000 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 September, 2023:

Joseph Morabito
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 September 13, 2023 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. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR

SPECIAL TAX AND SPECIAL BOND ELECTION

September 13, 2023

PROPOSITION A: Shall Community Facilities District No. 2023-1 (Avalino) 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 $15,000,000, 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. 2023-37 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. 2023-37 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. 2023-37, 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 2023-24, 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 $7,500,000?	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. 2023-1 (Avalino) 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 September 13, 2023. 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 September, 2023.

Janet Morales
Janet Morales, City Clerk
City of Wildomar

ORDINANCE NO. ___-___

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR AUTHORIZING THE LEVY OF SPECIAL TAXES

Whereas, on August 9, 2023, the City Council (the "City Council") of the City of Wildomar (the "City") adopted Resolution No. 2023-37 declaring its intention to form Community Facilities District No. 2023-1 (Avalino) 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. 2023-38 declaring its intention to incur bonded indebtedness for the District; and

Whereas, on September 13, 2023, 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. 2023-37 and to secure the payment of any bonded indebtedness of the District, and the proposed issuance of up to $15,000,000 of bonded indebtedness as described in Resolution No. 2023-38; and

Whereas, at the September 13, 2023 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. 2023-37 and to secure the payment of up to $15,000,000 of bonded indebtedness of the District as described in Resolution No. 2023-38 (the "Bonds") were heard and a full and fair hearing was held; and

Whereas, on September 13, 2023, the City Council adopted Resolution Nos. 2023-__ and 2023-__ which formed the District and called a special election within the District on September 13, 2023 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 September 13, 2023, 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. 2023-__, the issuance of the Bonds as described in Resolution No. 2023-__ 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. 2023-1 (AVALINO) 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. 2023-37, 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, 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 G 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. 2023-__ 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. 2023-__.

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 or Deputy City Clerk (referred to herein as 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 and Adopted on this 11th day of October, 2023.

_____
Joseph Morabito, 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 October 11, 2023 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales
City Clerk
City of Wildomar

REBECCA SPENCER
Registrar of Voters

ART TINOCO
Assistant Registrar of Voters

REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE

State of California)
) ss
County of Riverside)

I, **Rebecca Spencer**, 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. 2023-1, (Avalino), of the City of Wildomar, of the County of Riverside, State of California.

(B) On July 25, 2023, 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. 2023-1, (Avalino), 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. 2023-1, (Avalino), of the City of Wildomar, of the County of Riverside.

IN WITNESS WHEREOF, I have executed this Certificate on this 25th day of July 2023.

Rebecca Spencer
Registrar of Voters

By: _____
Art Tinoco
Assistant Registrar of Voters

2720 Gateway Drive | Riverside, CA 92507-0921
Mailing address: 2724 Gateway Drive | Riverside, CA 92507-0918
(951) 486-7200 | FAX (951) 486-7320 | California Relay Service (Dial 711)
www.voteinfo.net

**COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
OF THE CITY OF WILDOMAR**

ACQUISITION, CONSTRUCTION AND FUNDING AGREEMENT

THIS ACQUISITION, CONSTRUCTION AND FUNDING AGREEMENT (the "Agreement") 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. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR (the "Community Facilities District" or "CFD") and D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation (the "Developer"), each individually a "Party" and collectively the "Parties."

WHEREAS, Developer has requested that the City consider the formation of a community facilities district pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), and undertake proceedings for the authorization of special taxes and issuance of bonded indebtedness for the payment of the construction and/or acquisition of certain improvements to be owned, operated or maintained by the City and the Elsinore Valley Municipal Water District (the "Water District"), and incidental expenses in accordance with the Act; and

WHEREAS, in order to proceed in a timely way with development of its property within the CFD which is described in the attached **Exhibit "A"** (the "Developer Property"), Developer desires to fund through the Community Facilities District (i) the City's acquisition or construction of certain improvements that are to be owned, operated and maintained by the City or are otherwise required to be constructed by the City ("City Improvements"), as more particularly set forth and described in the Description of Cost Estimates attached hereto as **Exhibit "B,"** (ii) improvements included in the City's fee programs (the "City Fee Facility Improvements"), as more particularly set forth and described in **Exhibit "B,"** and (iii) the improvements of the Water District described in **Exhibit "C"** hereto (the "Miscellaneous Improvements" and together with the City Improvements and the City Fee Facilities Improvements, collectively the "Improvements"); and

WHEREAS, the City is authorized by the Act to form the CFD and to issue bonds secured by Special Taxes (as defined in Section 2.2) of the CFD (the "Bonds") to fund the Improvements; and

WHEREAS, the City Council has adopted the City's policies and procedures concerning the use of special district financing programs to finance the Improvements (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 formation of the Community Facilities District and the Improvements to be financed by the Community Facilities District, when and if formed, to the extent funds are available, and to set forth the conditions upon which (1) the Community Facilities District will reimburse Developer or its designee for the cost of the City Improvements constructed by or on behalf of the Developer and (2) the Community Facilities District will fund the City Fee Facility Improvements thereby satisfying corresponding City fees; and (3) the Community Facilities District will also fund the Miscellaneous Improvements described in **Exhibit "C."**

NOW, THEREFORE, it is mutually agreed between the respective Parties as follows:

1. Feasibility Study. The City has retained, at the Developer's expense, the necessary consultants to analyze the proposed formation of the CFD, including the special tax consultant, bond counsel, and other consultants deemed necessary by the City. The Developer has advanced to the City a sum of money for such costs, all or a part of which may be eligible for reimbursement from the CFD in accordance with the Reimbursement Agreement dated as of November 9, 2022 (the "Reimbursement Agreement") between the Developer and the City.

2. Sale of Bonds.

2.1 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 Community Facilities District (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) and approved by the City, or (ii) cash in-lieu thereof (a "Security"). The Security shall be in an amount equal to 200% of the estimated Special Tax levy on the property owned by the Account Party in the fiscal year following the fiscal year in which the Bonds are issued (ownership to be determined as of a date mutually agreed upon by the parties) (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 as a beneficiary and shall provide that the City 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 (or its designee, which may be the Developer) shall be reimbursed for such draws to the extent of Delinquency Proceeds net of the City's costs of collection. 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 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 (or its designee, which may be the Developer) 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 equal to 200% of the estimated Special Tax levy on the property owned by the Account Party in the fiscal year following the fiscal year, as of the date of calculation. The Security shall be terminated when the

Account Party has paid all Special Taxes 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 Fiscal Agent of a "Certificate of Reduction or Termination" upon evaluation of the Certificate of Reduction or Termination by the City. 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 Fiscal Agent 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 the Sizing Property is sold or transferred by an Account Party with the result that the Sizing Property owned by the transferee or 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 land owned by such Transferee with respect to the Sizing Property. 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 City. 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 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 or Fiscal Agent Agreement (hereinafter "Indenture") for the Bonds shall establish an acquisition and construction fund or improvement fund (herein, the "Improvement Fund") to be held by the fiscal agent ("Fiscal Agent") 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," "City Fee Facility Improvements Account," and any Miscellaneous Improvement Account(s) for the Miscellaneous Improvements described in **Exhibit "C,"** into which shall be deposited such portions of the Improvement Fund as agreed by the Parties and directed by the City 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 Fee Facility Improvements anticipated to be funded out of the Bonds being issued shall be deposited in the City Fee Facility Improvements Account (any Special Taxes levied in the CFD and collected by the CFD remaining after the payment of administrative expenses of the CFD and the reimbursement of the Developer for CFD formation costs pursuant to Section 1 hereof shall be deposited into the City Fee Facility Improvements Account at the time of Bond issuance, unless otherwise directed in writing by the Developer);

(b) If applicable, an amount to be agreed upon between Developer and the CFD prior to the issuance of Bonds sufficient to fund the reasonable, current estimated costs of the City Improvements shall be deposited, or later transferred, to the City Improvements Account; and

(c) If applicable, an amount to be agreed upon between Developer and the CFD prior to the issuance of Bonds sufficient to fund the reasonable, current estimated cost of the Miscellaneous Improvements described in **Exhibit "C"** hereto, anticipated to be funded out of the Bonds being issued shall be deposited, or later transferred, to the applicable Miscellaneous Improvement Account(s).

Interest earned on moneys deposited in each of the City Fee Facility Improvements Account, the City Improvements Account and the Miscellaneous Improvement Account(s) shall remain in such accounts until such time as all of the Improvements have been funded. Additionally, the Developer may direct the CFD to transfer excess moneys in any of the City Fee Facility Improvements Account, the City Improvements Account or the Miscellaneous Improvement Account(s) to another Account. The Indenture shall provide that amounts remaining in the Improvement Fund after funding all proposed Improvements (such completion of funding to be agreed by the City and 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.

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 herein, provided, however, that the use of the Special Taxes to fund any Miscellaneous Improvements 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.

4. Notice of Special Tax. Developer shall provide written notice to all potential initial 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.

5. Design Plans and Specifications. The requirements of this Section shall not apply to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, but they shall apply to all other City Improvements. All plans, specifications and bid documents for the City Improvements ("Plans") constructed or to be constructed by the Developer shall be prepared by the Developer at the Developer's initial expense, subject to approval by the applicable public agency. Costs for preparation of the Plans will be eligible for reimbursement, conditioned upon the final approval of the applicable public agency and the availability of funds. Reimbursement of costs for plan revisions will be considered on a case by case basis. All facilities which were not complete prior to the formation of the District, as determined by the City, shall be bid in accordance with "public works" requirements of Section 7 to be eligible for reimbursement.

6. Construction of Improvements. The requirements of this Section shall not apply to any City Improvement that was complete (as determined by the City Council) prior to the

adoption by the City Council of the resolution forming the CFD, but they shall apply to all other City Improvements.

6.1 Acquisition of City Improvements. Upon the approval of Plans for a City Improvement, the Developer will provide for construction of such City Improvement in accordance with Sections 6.2 and 7 of this Agreement. Sections 6.2 and 7 specify the requirements for construction of the City Improvements that the City believes are necessary to ensure that such City Improvements are constructed as if they had been constructed under the direction and supervision, or under the authority of the City.

6.2 Acquisition. With respect to City Improvements, a qualified engineering firm (the "Field Engineer") shall be employed by the Developer to provide all field engineering surveys determined to be necessary by the City's inspection personnel. Field Engineer shall promptly furnish to City a complete set of grade sheets listing all locations, offsets, etc., in accordance with good engineering practices, and attendant data and reports resulting from Field Engineer's engineering surveys and/or proposed facility design changes. City shall have the right, but not the obligation, to review, evaluate and analyze whether such results comply with applicable specifications.

As necessary as determined by City, a full-time soil-testing firm, approved by City, shall be employed by the Developer to conduct soil compaction testing and certification. The Developer shall promptly furnish results of all such compaction testing to the City for its review, evaluation and decision as to compliance with applicable specifications. In the event the compaction is not in compliance with applicable specifications, the Developer shall be fully liable and responsible for the costs of achieving compliance. A final report certifying all required compaction in accordance with the specifications shall be a condition of final approval of facilities.

The costs of all surveying, testing and reports associated with the City Improvements furnished and constructed by the Developer's contractor(s) shall be eligible to be paid from funds in the City Improvements Account.

The City shall not be responsible for conducting any environmental, archaeological, biological, or cultural studies or any mitigation requirements that may be requested by appropriate Federal, State, and/or local agencies. Any such work shall be paid for and conducted by the Developer and reimbursed out of the City Improvements Account.

Should the Developer notify the City that the Developer is unable to complete such City Improvement, the City shall have the right but not the obligation to require the Developer to make an irrevocable offer of dedication to the City of the land owned by the Developer for the City Improvement identified in the notice and to assume responsibility for the work to be performed thereunder. In the event the City elects to assume the responsibility for any work on a previously awarded contract as described in the preceding sentence, the following will occur: (i) the Developer will make an irrevocable offer of dedication to the City of the land owned by the Developer for such City Improvement identified in the notice; (ii) to the extent permitted by law and the applicable contract, the Developer will assign all of the contracts for the work performed to date on the City Improvement identified in the notice to the City, if requested to do so by the City Manager; the City will use its best efforts to complete the City Improvement within a reasonable time frame; and upon completion of the City Improvement, to the extent there are Special Taxes or proceeds of the Bonds available following payment to the City for the costs of completing such City Improvement, the Developer will be reimbursed for the lesser of the cost or value of the previously unreimbursed satisfactory work performed or paid for by the Developer.

The cost of such work will be determined by taking the unreimbursed amounts expended by the Developer under the contract(s) taken over by the City and deducting any incremental cost incurred by the City to complete the work under the contracts in question. Incremental cost shall be costs in excess of the sum of the original contract cost plus change orders approved by the City.

7. Public Works Requirements.

7.1 City Requirements. In order that the City Improvements may be properly and readily acquired by the City, the Developer shall comply with all of the requirements in this Section 7.1 with respect to any such City Improvements to be acquired with funds in the City Improvements Account and the Developer shall provide such proof to the City as the City may reasonably require and at such intervals and in such form as the City may reasonably require, that the requirements under this Section 7.1 have been satisfied as to all such City Improvements. Notwithstanding the foregoing, City Improvements shall only be eligible for financing by the CFD if the City determines that the conditions under Section 53313.5 have been satisfied with respect to such City Improvements.

(a) The Developer shall prepare a bid package for review, comment and approval by the City Manager or his designee (the "City Representative") for any City Improvements bid after the effective date of this Agreement.

(b) For any City Improvements bid after the effective date of this Agreement, the Developer shall, after obtaining sealed bids for the construction of the City Improvements in conformance with the procedures and requirements of the City, submit to the City written evidence of such competitive bidding procedure, including evidence of the means by which bids were solicited, a listing of all responsive bids and their amounts, and the name or names of the contractor or contractors to whom the Developer proposes to award the contracts for such construction, which shall be the lowest responsible bidder.

(c) For any City Improvements bid after the effective date of this Agreement, the following provisions apply: the City Representative shall attend the bid opening for such City Improvements. If unable to attend the bid opening, the City Representative shall approve or disapprove of a contractor or contractors, in writing, within five (5) business days after receipt from the Developer of the name or names of such contractor or contractors recommended by the Developer. If the City Representative disapproves of any such contractor, the Developer shall select the next lowest responsible bidder from the competitive bids received who is acceptable to the City Representative.

(d) The specifications and bid and contract documents shall require all such contractors to pay prevailing wages and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects and as required by the procedures and standards of the City with respect to the construction of its public works projects.

(e) The Developer shall submit faithful performance and payment bonds in form and substance reasonably acceptable to the City with respect to the City Improvements.

(f) The Developer and its contractor and subcontractors shall be required to provide proof of insurance coverage throughout the term of the construction of the City

Improvements, which they will construct in conformance with the City's standard procedures and requirements. The City's insurance requirements are set out in Section 20 herein.

(g) The Developer and all such contractors shall comply with such other requirements relating to the construction of the City Improvements which the City may impose by written notification delivered to the Developer and each such contractor at the time either prior to the receipt of bids by the Developer for the construction of such City Improvements or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof; provided that such other requirements shall only be imposed to the extent the City reasonably determines they are required in order to comply with applicable law. In accordance with Section 7, the Developer shall be deemed the awarding body and shall be solely responsible for compliance and enforcement of the provisions of the Labor Code, Government Code, and Public Contract Code.

(h) A "Change Order" is an order from the Developer to a contractor authorizing a change in the work to be performed and a "Significant Change Order" is an order from the Developer to a contractor authorizing a change in the work to be performed where such Change Order is larger than 10% of the contract amount for such City Improvement. After the effective date of this Agreement, the Developer shall receive comments from the City Representative prior to the Developer's approval of any Significant Change Order. The City Representative shall comment on or deny the Significant Change Order request within fifteen (15) business days of receipt of all necessary information. The City's comments to a Significant Change Order shall not be unreasonably delayed, conditioned or withheld. The Developer shall not be entitled to be compensated for costs associated with a Significant Change Order that has not been approved by the City Representative.

Developer shall provide proof to the City, at such intervals and in such form as the City may reasonably require, that the foregoing requirements have been satisfied as to all of the City Improvements which are funded through Bond proceeds.

8. Inspection; Completion of Construction. The requirements of this Section shall not apply to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, but they shall apply to all other City Improvements.

The City shall have primary responsibility for inspecting the City Improvements to assure that the work is being accomplished in accordance with the Plans. Such inspection does not include inspection for compliance with safety requirements by the Developer's contractor(s). The City's personnel shall be granted access to each construction site at all reasonable times for the purpose of accomplishing such inspection. Upon satisfaction of the City's inspectors, the Developer shall notify the City in writing that a City Improvement has been completed in accordance with the Plans. Any actual costs reasonably incurred by the City for inspection not previously paid by the Developer shall be reimbursed from funds in the City Improvements Account.

Within three (3) business days of receipt of written notification from City inspectors that a City Improvement has been completed in accordance with the Plans, the City Representative shall notify the Developer in writing that such City Improvement has been satisfactorily completed. Upon receiving such notification, the Developer shall file a Notice of Completion with the County of Riverside Recorders Office, pursuant to the provisions of Section 3093 of the Civil Code. The Developer shall furnish to the City a duplicate copy of each such Notice of Completion showing

thereon the date of filing with the County of Riverside (the "County"). City will in turn file a notice with the County for acceptance.

9. Liens. With respect to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, prior to any payment by the CFD to the Developer for such City Improvement, the Developer shall provide to the City such evidence or proof as the City shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment for the construction of the City Improvements have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. With respect to City Improvements, upon the earlier of (i) receipt of all applicable lien releases, or (ii) expiration of the time for the recording of claim of liens as prescribed by Sections 3115 and 3116 of the Civil Code the Developer shall provide to the City such evidence or proof as the City shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment for the construction of the City Improvements have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation.

10. Acquisition; Acquisition Price; Source of Funds. The acquisition price of a City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD shall be its fair market value, as determined by the City Manager or his or her designee, as of the date of acquisition. The City shall consider input and data provided by the Developer prior to determining the final fair market value. The Actual Cost (as defined below) of the City Improvement shall be presumed to be its fair market value unless there is reasonable evidence that a lower amount is the fair market value.

The costs eligible to be included in the acquisition price of a City Improvement that is not described in the preceding paragraph (the "Actual Costs") shall include:

(i) The actual hard costs for the construction of such City Improvement as established by the City-approved construction contracts, Change Orders, and approved Significant Change Orders, including costs of payment, performance and maintenance bonds and insurance costs, pursuant to this Agreement;

(ii) The design and engineering costs of such City Improvement including, without limitation, the costs incurred in preparing the Plans;

(iii) The costs of environmental evaluations and public agency permits and approvals attributable to the City Improvement;

(iv) Costs incurred by the Developer for construction management and supervision of such City Improvement, not to exceed five percent (5%) of the actual construction cost;

(v) Professional costs associated with the City Improvement such as engineering, inspection, construction staking, materials, testing and similar professional services; and

(vi) Costs approved by the City in accordance with the Act of acquiring any real property or interests therein required for the City Improvement including, without limitation, temporary construction easements, temporary by-pass road and maintenance easements.

Provided the Developer has complied with the requirements of this Agreement, the City agrees to pay the acquisition price of a completed City Improvement to the Developer or its designee within thirty (30) days after the Developer's satisfaction of the preconditions to such payment stated herein, but only to the extent there are sufficient funds available in the City Improvements Account. Except in the case of a City Improvement described in the first paragraph of this Section, the acquisition price to be paid from Bond proceeds for the acquisition of a City Improvement by the City shall be the least of (1) the value of the City Improvement; or (2) the total of the Actual Costs of the City Improvement ("Acquisition Price"). The Actual Cost of the City Improvement shall be presumed to be its Acquisition Price unless there is reasonable evidence that a lower amount is the actual value.

As a condition to the payment of the Acquisition Price, the ownership of the completed City Improvement shall be transferred to the City by grant deed, bill of sale or such other documentation as such public agency may require free and clear of all taxes, liens, encumbrances, and assessments, but subject to any exceptions determined by the City to not interfere with the actual or intended use of the land or interest therein (including the lien of a community facilities district so long as the subject property is exempt from taxation or is otherwise not taxable by such community facilities district). Upon the transfer of ownership of City Improvements or any portion thereof to the City, the City shall be responsible for the maintenance of such City Improvements or the portion transferred. Notwithstanding the foregoing, the Acquisition Price of a City Improvement may be paid prior to transfer of ownership and acceptance of the City Improvement if it is substantially completed at the time of payment. The City Improvement shall be considered "substantially complete" when it has been reasonably determined by the City to be usable, subject to final completion of such items as the final lift or any other items not essential to the primary use or operation of the City Improvement.

For purposes of determining the Acquisition Price to be paid by the Community Facilities District for the acquisition of the City Improvements by the City (other than City Improvements described in the first paragraph of this Section), the value of such City Improvements shall include the construction costs specified in the City-approved contracts (subject to the next sentence), Change Orders, and City-approved Significant Change Orders conforming to Section 6, as hereinbefore specified. City approval is a condition prior to initiation of contract work for City Improvements bid after the effective date of this Agreement. However, if the City reasonably determines that the additional Actual Costs are excessive and that the value of the City Improvements is less than the total amount of such Actual Costs and such construction costs, the price to be paid for the acquisition of the City Improvements shall be the value thereof as determined by the Field Engineer, subject, however, to the Developer's right to appeal to the City Council.

Upon completion of the construction of a City Improvement, the Developer shall deliver or cause to be delivered to the City a Disbursement Request Form in substantially the form of **Exhibit "D,"** attached hereto, copies of the contract(s) with the contractor(s) who have constructed the City Improvement and other relevant documentation with regard to the payments made to such contractor(s) and each of them for the construction of the City Improvement, documentation evidencing payment of prevailing wages, and shall also provide to the City invoices and purchase orders with respect to all equipment, materials and labor purchased for the construction of the City Improvements. The City shall require the Field Engineer to complete its determination of the value of the City Improvements as promptly as is reasonably possible.

Notwithstanding the preceding provisions of this Section, the source of funds for the acquisition of the City Improvements or any portion thereof shall be funds in the City

Improvements Account. If for any reason beyond the City's control the Bonds are not sold, the City shall not be required to acquire the City Improvements from the Developer, except to the extent of funds from the collection of Special Taxes. In such event, the Developer shall complete the design and construction and offer to the City ownership of such portions of the City Improvements as are required to be constructed by the Developer as a condition to recordation of subdivision maps for the Developer Property (but only at such times as required by such condition), but need not construct any portion of the City Improvements which it is not so required to construct. Reimbursement for these facilities would be made from the collection of Special Taxes over time.

In addition to the foregoing, the City shall have the right to withhold payment for acquisition of a City Improvement, if:

(a) the Developer or any of its affiliates is delinquent in the payment of any Special Taxes levied by the Community Facilities District on properties then owned by the Developer or any of its affiliates within the CFD, or

(b) the Developer is not then in substantial compliance with a condition or obligation imposed upon the Developer Property by the City, including but not limited to, payment of all applicable fees, dedication of all applicable rights-of-way or other property and construction requirements.

The City shall immediately provide written notice to the Developer of the decision to withhold any such payment and shall specify the reason for such decision. If the payment is withheld as a result of the delinquency in the payment of Special Taxes, the notice shall identify the delinquent parcels and the amount of such delinquency. If the payment is withheld as a result of substantial non-compliance with a condition or obligation, the notice shall specify such condition or obligation and what action will be necessary by the Developer to substantially comply with such condition or obligation. Upon receipt of evidence reasonably satisfactory to the City that the Developer has paid the delinquent Special Taxes or complied with the subject condition or obligation, the City shall forthwith make all payments which have been withheld pursuant to the provisions of this Section.

11. Easements and/or Fee Title Ownership Deeds. Without limiting the Developer's rights to reimbursement for such grants pursuant to Section 10 above, the Developer shall, at the time the City acquires the City Improvements as provided in Section 10 hereof, grant or cause to be granted to the City, by appropriate instruments prescribed by the City, all easements across private property and/or fee title ownership deeds which may be reasonably necessary for the proper operation and maintenance of such City Improvements, or any part thereof, but only to the extent located within the Developer Property.

12. Permits. The Developer shall be responsible for obtaining all necessary construction permits from the City and/or the County (as appropriate) covering construction and installation of the City Improvement.

13. Maintenance. Prior to the transfer of ownership of a City Improvement by the Developer to the City, as provided in Section 10 hereof, the Developer shall be responsible for the maintenance thereof and shall require its contractor(s) to repair all facilities damaged by any party other than the City, prior to acceptance by the City and/or make corrections determined to be necessary by the City's inspection personnel. The City shall not be permitted to place any City

Improvement in service prior to acceptance of the same, unless the Developer otherwise consents in writing.

14. Inspection of Records. The City shall have the right to review all books and records of the Developer pertaining to the costs and expenses incurred by the Developer for the design and construction of the City Improvements during normal business hours by making arrangements with the Developer. The Developer shall have the right to review all books and records of the City pertaining to costs and expenses incurred by the City for services of the Field Engineer by making arrangements with the City.

15. Ownership of Improvements. Notwithstanding the fact that some or all of the City Improvements may be constructed in dedicated street rights-of-way or on property which has been or will be dedicated to the City, each City Improvement shall be and remain the property of the Developer until acquired by the City as provided in this Agreement.

16. Materials and Workmanship Warranty. The requirements of this Section shall not apply to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, but they shall apply to all other City Improvements.

Upon the completion of the acquisition of a City Improvement by the City, the performance bond related to such individual City Improvement provided by the Developer pursuant to Section 7.1(e) hereof, shall be reduced by 90%, and the remaining 10% shall serve as a maintenance bond to guarantee that such City Improvement will be free from defects due to faulty workmanship or materials for a period of one year.

17. City Fee Facility Improvements. The Developer may be required pursuant to the conditions of development or the fee ordinance to pay certain City fees (the "City Fees") relating to the City Fee Facility Improvements prior to the availability of proceeds of the Bonds to pay for such City Fee Facility Improvements. In the event such City Fees are paid prior to the availability of 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 Bond proceeds in the City Fee Facility Improvements Account, the City shall return to the Developer, from the capital account in which the Deposits were deposited 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 Fee Facility Improvements Account from Bond proceeds or Special Tax collections prior to the issuance of Bonds.

Bond proceeds used to finance City Fee Facility 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. 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.

18. Miscellaneous Improvements. Improvements unrelated to the City Improvements and the City Fee Facility Improvements are described in **Exhibit "C"** attached 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. Any amounts in the applicable Miscellaneous Improvement Account(s) shall be disbursed at the written direction of the City upon Developer's submittal of a payment request which will be based upon applicable entity's payment request form as provided for in the applicable Joint Community Facilities Agreement. Upon receipt of such payment request, the City shall submit a written requisition for payment of the requested amount to the Fiscal Agent for the Bonds, who shall directly pay the amount requested to the applicable entity.

19. 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.

20. Indemnification. Developer shall assume the defense of, indemnify and save 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 such person's or entity's performance of its obligations under this Agreement and the construction of the City Improvements and the Miscellaneous 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 save harmless any person or entity as to actions, damages, claims, losses or expenses resulting from the breach of this Agreement, the willful misconduct of such person or entity or their officers, agents, consultants or employees.

21. Insurance Requirements. For City Improvements bid after the effective date of this Agreement, neither the Developer nor its contractor shall commence work on such City Improvement under this Agreement prior to obtaining insurance with a company or companies acceptable to the City, nor shall the Developer's contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained.

The Developer shall during the life of this Agreement, notify the City in writing of any incident giving rise to any potential bodily injury or property damage claim and any resultant settlements, whether in conjunction with this or any other project which may affect the limits of the required coverage, as soon as is reasonable and practical.

22. 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.

23. 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 D.R. Horton Los Angeles Holding Company, Inc., 2280 Wardlow Circle, Suite 100, Corona, California 92878, Attention: Project Manager. Each Party may change its address for delivery of notice by delivering written notice of such change of address to the other Party hereto.

24. No Gift or Waiver.

24.1 No Gift or Waiver for City Improvements. The Developer and the City acknowledge that:

(a) The Developer or its predecessor may have constructed or may be constructing City Improvements before funds that will be used to acquire them are available with the expectation that the Developer will be reimbursed for such City Improvements to the extent and in the manner set forth in this Agreement.

(b) The City may inspect City Improvements and process Disbursement Request Forms even if funds from the proceeds of Bonds available at the time of such inspection and processing do not exist or are not then sufficient to satisfy the Disbursement Request in full.

(c) The Developer may convey City Improvements to the City and the City may accept such City Improvements even if funds from the proceeds of Bonds available at the time of such conveyance and acceptance do not exist or are not then sufficient to satisfy the Disbursement Request in full.

(d) If the City accepts City Improvements before a Disbursement Request is paid in full, the unpaid balance of the Disbursement Request will be paid from time to time, in any number of installments and irrespective of the length of time payment is deferred, as funds from the proceeds of Bonds become available.

(e) The Developer's conveyance or dedication of City Improvements to the City before the availability of funds from the proceeds of Bonds to acquire the City Improvements is not and shall not be deemed, a gift or a waiver of the Developer's right to payment of the purchase price of such City Improvements pursuant to this Agreement.

24.2 No Gift or Waiver for City Fees. The Developer and the City acknowledge that:

(a) Prior to the availability of funds from the proceeds of Bonds, the Developer or its predecessor may have been or may be required to deposit funds to assure payment of applicable City Fees of the City.

(b) The Developer or its predecessor has deposited or will be depositing such funds with the expectation that the Developer will be reimbursed for these Deposits to the extent and in the manner set forth in this Agreement.

(c) The reimbursement of such Deposits pursuant to Section 17 of this Agreement may occur from time to time, in any number of installments and irrespective of the length of time payment is deferred, as funds become available.

(d) The Developer's deposit of such funds to the City before the availability of funds to reimburse the Developer is not, and shall not be deemed, a gift or a waiver of the Developer's right to reimbursement of such Deposits pursuant to this Agreement.

25. General Provisions.

(a) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the City and the Developer and their respective heirs, executors, legal representatives, successors, and authorized assigns.

(b) Amendment. This Agreement may be amended at any time but only in writing signed by each Party hereto.

(c) Entire Agreement. This Agreement, and the agreements referenced herein, contains the entire understanding and agreement between the Parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement. There are no oral or written representations, understanding, undertakings or agreements which are not contained or expressly referred to herein, and any such representations, understandings or agreements are superseded by this Agreement. 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. This Agreement shall be binding upon, and enforceable by and against the Community Facilities District upon the establishment of the Community Facilities District.

(d) Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.

(e) 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.

(f) 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.

(g) 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, the Developer, and the Security Provider (and

their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(h) 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.

(i) 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 City and 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. A company that acquires all of the assets of the Developer, including ownership of the Developer itself, shall be deemed a successor and shall not require an assignment or assumption agreement to be bound by, and enjoy the benefits of, this Agreement.

(j) 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.

(k) 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.

(l) 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, 2043. Notwithstanding the foregoing, this Agreement shall not terminate pursuant to (iii) of the previous sentence if, on December 31, 2043, 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.

(m) 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.

(n) 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written below.

DATED: September 13, 2023

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

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS

EXHIBIT A - DESCRIPTION OF DEVELOPER PROPERTY

EXHIBIT B - DESCRIPTION OF COST ESTIMATES

EXHIBIT C - MISCELLANEOUS IMPROVEMENTS

EXHIBIT D - DISBURSEMENT REQUEST FORM

EXHIBIT A

DESCRIPTION OF DEVELOPER PROPERTY

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:

Fiscal Year 2022-23 Assessor Parcel Nos.:

380-160-017
380-160-018
380-210-003
380-210-004
380-210-005
380-210-008
380-210-016

EXHIBIT B

DESCRIPTION OF COST ESTIMATES OF THE IMPROVEMENTS [(1)]

I. CITY FEE FACILITY IMPROVEMENTS.

Estimated Cost of the City Fee Facility Improvements

Description	***Estimated Cost****
Transportation – Roads	$ 361,296
Transportation - Signals	46,917
Police Facilities	26,559
Fire Facilities	51,480
Parks – Land	69,849
Parks Improvement	459,342
Community Centers	55,458
City Hall	44,928
Corporate Yards	9,243
Drainage	173,119
Multi-Purpose Trails	35,234
Other City Facilities	266,685
Total Fees	**$ 1,660,110**

II. CITY IMPROVEMENTS.

Those facilities constructed by or on behalf of the Developer and needed by City in order to provide services to the Developer Property, including the following:

Estimated Cost of the City Improvements

Description	***Estimated Cost***
Onsite Street Improvements[(1)]	$1,986,250
Onsite Storm Drain Improvements	2,204,426
Total City Improvements	**$4,190,676**

(1) Amounts are estimates and subject to change. The Acquisition Price will be funded with Bond proceeds.

EXHIBIT C

DESCRIPTION OF THE MISCELLANEOUS IMPROVEMENT

Water District facilities included in the Water District's capacity and connection 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:

Description	***Estimated Cost***
EVMWD – Water Fee	$1,864,512
EVMWD – Sewer Fee	1,089,972
Total Estimated Water District Facilities Fees	**$2,954,484**

Those facilities constructed by or on behalf of the Developer and needed by the Water District in order to provide services to the Developer Property and also include any of the following:

Estimated Cost of the Water District Improvements

Description	***Estimated Cost***
Sewer Bypass	$118,500
Offsite Sewer Facilities	1,740,500
Total Estimated Water District Improvements	**$1,859,000**

EXHIBIT D

CFD NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR

DISBURSEMENT REQUEST FORM

1. Community Facilities District No. 2023-1 (Avalino) 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 is due and payable, has not formed the basis of any prior request or disbursement.

3. The Requested Amount shall be payable to D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation (the "Developer"), pursuant to the wiring instructions attached hereto.

4. The Requested Amount is authorized and payable pursuant to the terms of the certain Acquisition, Construction and Funding Agreement (the "Agreement") between the City, acting for and on behalf of itself and the CFD and Developer.

5. 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]

CITY OF WILDOMAR

PUBLIC HEARING REPORT



CFD NO. 2023-1 (AVALINO)

SEPTEMBER 13, 2023

SPICER CONSULTING
GROUP

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A	Rate and Method of Apportionment
B	Boundary Map
C	Resolution of Intention

Background

On August 9, 2023, the City Council (the "City Council") of the City of Wildomar (the "City"), adopted a Resolution of Intention to form Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar (the "CFD No. 2023-1"), Resolution No. 2023-37, 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. 2023-1 is currently comprised of seven parcels and approximately 41.8 gross acres. A Tract Map 31896 includes 117 proposed single family residential properties. The properties are generally located southwest of Palomar Street and northeast of Rancho Mirlo Road, within the City of Wildomar, California.

For a map showing the boundaries of CFD No. 2023-1 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. 2023-1;

2. A brief description of the Facilities required at the time of formation to meet the needs of CFD No. 2023-1.

3. A brief description of the Boundaries of CFD No. 2023-1; 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. 2023-1 and financed with the proceeds of special taxes and bonds issued by CFD No. 2023-1 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, 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" and 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.

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. 2023-1, 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. 2023-1, including legal fees, fees of consultants, engineering, planning, designing and the annual costs to administer CFD No. 2023-1 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. 2023-1.

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. 2023-1 Bonds is estimated to be $9,286,920 based upon current dollars (Fiscal Year 2023-24).

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. 2023-1 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. 2023-1 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	$26,559	$26,559
Fire Facilities	$51,480	$51,480
Transportation - Roads	$361,296	$361,296
Transportation - Signals	$46,917	$46,917
Drainage - Medium Density	$173,119	$173,119
Community Centers	$55,458	$55,458
City Hall	$44,928	$44,928
Parks - Land	$69,849	$69,849
Parks - Improvement	$459,342	$459,342
Multi-Purpose Trails	$35,234	$35,234
Corporate Yard	$9,243	$9,243
City Facilities	$266,685	$266,685
Total City Fees	**$1,600,110**	**$1,600,110**

City Facilities	Total	Bond Allocation(1)
Onsite Street Improvements	$1,986,250	$1,986,250
Onsite Storm Drain Improvements	$2,204,426	$2,204,426
Total City Facilities	**$4,190,676**	**$4,190,676**

Elsinore Valley Municipal Water District Fees	Total	Bond Allocation(1)
EVMWD – Water Fee	$1,864,512	$1,864,512
EVMWD – Sewer Fee	$1,089,972	$1,089,972
Total Elsinore Valley Municipal Water District Fees	**$2,954,484**	**$2,954,484**

Elsinore Valley Municipal Water District Facilities	Total	Bond Allocation(1)
Sewer Bypass	$1,740,500	$541,650
Offsite Sewer Facilities	$118,500	$0
Total Elsinore Valley Municipal Water District Facilities	**$1,859,000**	**$541,650**

Total Eligible Fees/Improvements	$10,604,270	$9,286,920
Incidental Financing Costs		$1,353,080
Total Funded by Bond Proceeds		**$10,640,000**

Total Fees/Improvements to be Funded by Developer		**$1,317,350**

(1) Amounts are allocated based upon estimated bond sizing and may change abased upon market conditions at the time of bond issuance.

The CFD No. 2023-1 includes approximately 41.8 gross acres on five undeveloped assessor's parcels in Tract 31896 located in the City. The property within CFD No. 2023-1 is expected to be developed with 117 single family residential units. The District is located southwest of Palomar Street and northeast of Rancho Mirlo Road. As of Fiscal Year 2023-24 the proposed CFD No. 2023-1 includes the following Assessor's Parcel Numbers:

Assessor Parcel Number
380-160-017
380-160-018
380-210-003
380-210-004
380-210-005
380-210-008
380-210-016

A map showing the boundaries of CFD No. 2023-1 is included in Appendix B.

The Rate and Method of Apportionment allows each property owner within CFD No. 2023-1 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. 2023-1, and provided further that CFD No. 2023-1 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. 2023-1, unless exempted by law or by the Rate and Method proposed for CFD No. 2023-1, shall be taxed for the purpose of providing necessary facilities to serve the District. The Boundary Map for CFD No. 2023-1 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. 2023-1 for uncollected Special Taxes associated with the levy of such Special Taxes, but the Special Tax shall not be levied after 2065-2066 Fiscal Year.

For particulars as to the Rate and Method for CFD No. 2023-1, 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. 2023-1 and benefits the lands within said CFD No. 2023-1. 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: September 13, 2023

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

SPICER CONSULTING GROUP

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) 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. 2023-1 (Avalino) of the City of Wildomar ("CFD No. 2023-1"). 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. 2023-1, 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. 2023-1: 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. 2023-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2023-1 or any designee thereof of complying with continuing disclosure requirements of the City, CFD No. 2023-1 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. 2023-1 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. 2023-1 for any other administrative purposes of CFD No. 2023-1, 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. 2023-1 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. 2023-1"** means Community Facilities District No. 2023-1 (Avalino) 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. 2023-1.

"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. 2023-1 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. 2023-1 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. 2023-1 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. 2023-1, 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 2023-2024 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 2023-2024, each Assessor's Parcel within CFD No. 2023-1 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 2023-2024 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 2023-2024

Land Use Category	Taxable Unit	Building Square Footage	Assigned Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	Less than 2,000 sq. ft	$4,812.00
2. Single Family Residential Property	RU	2,000 sq. ft to 2,250 sq. ft	$4,918.00
3. Single Family Residential Property	RU	2,251 sq. ft to 2,500 sq. ft	$5,044.00
4. Single Family Residential Property	RU	2,501 sq. ft to 2,750 sq. ft	$5,169.00
5. Single Family Residential Property	RU	2,751 sq. ft to 3,000 sq. ft	$5,487.00
6. Single Family Residential Property	RU	Greater than 3,000 sq. ft	$5,545.00
7. Multifamily Property	Acre	N/A	$28,365.00
8. Non-Residential Property	Acre	N/A	$28,365.00

On each July 1, commencing July 1, 2024, 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 $5,448 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. 2023-1 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. 2023-1.

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, 2024, 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 $28,365 per Acre.

On each July 1, commencing July 1, 2024, 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 $28,365 per Acre.

On each July 1, commencing July 1, 2024, 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 2023-2024 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 22.47 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 22.47 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 22.47 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 $10,500,000 expressed in 2023 dollars, which shall increase by the Construction Inflation Index on July 1, 2024, 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. 2023-1, 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. 2023-1.

"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. 2023-1 Bonds have been paid; (ii) all authorized facilities of CFD No. 2023-1 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. 2023-1 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. 2023-1 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.

APPENDIX B

Boundary Map

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SHEET 1 OF 1 SHEET

PROPOSED BOUNDARY MAP

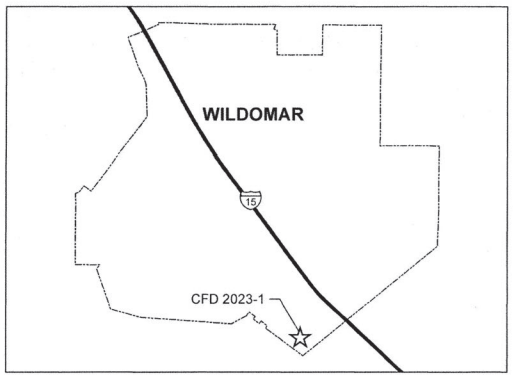
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON 9th DAY OF August, 2023, BY RESOLUTION NO. 2023-37

Jamie Morales
CITY CLERK
CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 9th DAY OF August, 2023.

Jamie Morales
CITY CLERK
CITY OF WILDOMAR





RECORDED THIS 15th DAY OF August, 2023 AT THE HOUR OF 4:04 O'CLOCK P.M IN BOOK 91 PAGE 144 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.: 2023-0239944

PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____
DEPUTY

LEGEND

- CFD BOUNDARY
- PARCEL LINE
- CITY BOUNDARY
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER

SPICER CONSULTING GROUP

THIS BOUNDARY MAP CORRECTLY SHOWS THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2022-23.

0 375 750 1,500 Feet

N W E S

APPENDIX C

Resolution of Intention

SPICER CONSULTING GROUP

RESOLUTION NO. 2023 - 37

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) 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. 2023-1 (Avalino) of the City of Wildomar" ("Community Facilities District No. 2023-1" 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. 2023-1; 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. 2023-1 and the issuance of bonded indebtedness in an amount not to exceed $15,000,000 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. 2023-1;

WHEREAS, the City desires to enter into a reimbursement agreement with D.R. Horton Los Angeles Holding Company, Inc., (the "Developer"), the form of which is on

file with the City Clerk (the "Reimbursement Agreement"), to provide for the reimbursement of certain amounts advanced by the Developer in connection with the formation of the District;

WHEREAS, the City and the Developer propose to enter into joint community facilities agreements (the "JCFAs") with Elsinore Valley Municipal Water District (the "Water District") relating to certain facilities proposed to be financed by the District and owned and operated by the Water District, and the District expects to enter into the 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 RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. A community facilities district is proposed to be established under the terms of the Act. It is further proposed that the boundaries of the community facilities district shall be the legal boundaries as described in Attachment "A" hereto, which boundaries shall, upon recordation of the boundary map for the District, include the entirety of any parcel subject to taxation by the District, and as depicted on the map of the proposed Community Facilities District No. 2023-1 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. 2023-1 (Avalino) of the City of Wildomar."

Section 4. The Facilities proposed to be provided within Community Facilities District No. 2023-1 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. 2023-1 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. 2023-1 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. 2023-1, 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. 2023-1 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. 2023-1, 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 September 13, 2023, 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. 2023-1 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. 2023-1 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. 2023-1 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. 2023-1, 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. 2023-1 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. 2023-1, 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. 2023-1, 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. 2023-1 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. 2023-1. 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. 2023-1. 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.

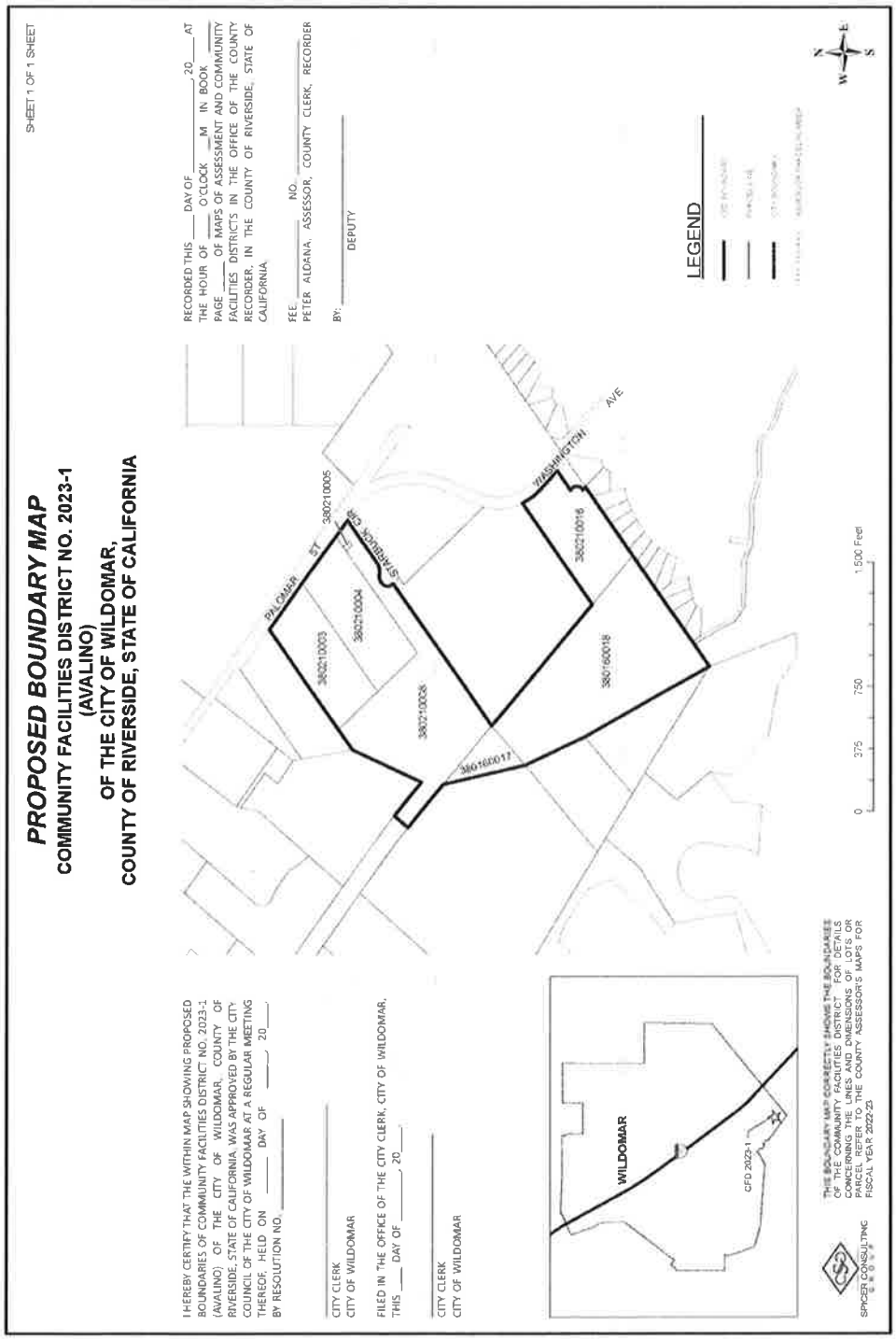
Section 12. The reasonably expected maximum principal amount of the bonded indebtedness to be incurred by the District for the Facilities and Incidental Expenses is Fifteen Million Dollars ($15,000,000).

Section 13. The form of the Reimbursement Agreement is hereby approved. The Mayor, the City Manager, or their written designees are hereby authorized and directed to execute and deliver the Reimbursement Agreement in the form on file with the City Clerk with such changes, insertions and omissions as may be approved by the officer or officers executing such agreement, said execution being conclusive evidence of such approval.

Section 14. Except to the extent limited in any bond resolution or trust indenture related to the issuance of bonds, the City Council hereby reserves to itself all rights and powers set forth in Section 53344.1 of the Act (relating to tenders in full or partial payment).

Section 15. This Resolution shall be effective upon its adoption.

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:

Fiscal Year 2022-23 Assessor Parcel Nos.:

380-160-017
380-160-018
380-210-003
380-210-004
380-210-005
380-210-008
380-210-016

ATTACHMENT B

Types of Facilities
to Be Financed by Community
Facilities District No. 2023-1 (Avalino) 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, 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" and 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. 2023-1 (AVALINO) 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. 2023-1 (Avalino) of the City of Wildomar ("CFD No. 2023-1"). 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. 2023-1, 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. 2023-1: 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. 2023-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2023-1 or any designee thereof of complying with continuing disclosure requirements of the City, CFD No. 2023-1 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. 2023-1 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. 2023-1 for

any other administrative purposes of CFD No. 2023-1, 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. 2023-1 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. 2023-1"** means Community Facilities District No. 2023-1 (Avalino) 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. 2023-1.

"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. 2023-1 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. 2023-1 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. 2023-1 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. 2023-1, 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 2023-2024 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 2023-2024, each Assessor's Parcel within CFD No. 2023-1 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 2023-2024 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 2023-2024

Land Use Category	Taxable Unit	Building Square Footage	Assigned Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	Less than 2,000 sq. ft	$4,812.00
2. Single Family Residential Property	RU	2,000 sq. ft to 2,250 sq. ft	$4,918.00
3. Single Family Residential Property	RU	2,251 sq. ft to 2,500 sq. ft	$5,044.00
4. Single Family Residential Property	RU	2,501 sq. ft to 2,750 sq. ft	$5,169.00
5. Single Family Residential Property	RU	2,751 sq. ft to 3,000 sq. ft	$5,487.00
6. Single Family Residential Property	RU	Greater than 3,000 sq. ft	$5,545.00
7. Multifamily Property	Acre	N/A	$28,365.00
8. Non-Residential Property	Acre	N/A	$28,365.00

On each July 1, commencing July 1, 2024, 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 $5,448 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. 2023-1 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. 2023-1.

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, 2024, 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 $28,365 per Acre.

On each July 1, commencing July 1, 2024, 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 $28,365 per Acre.

On each July 1, commencing July 1, 2024, 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 2023-2024 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 22.47 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 22.47 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 22.47 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 $10,500,000 expressed in 2023 dollars, which shall increase by the Construction Inflation Index on July 1, 2024, 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. 2023-1, 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. 2023-1.

"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. 2023-1 Bonds have been paid; (ii) all authorized facilities of CFD No. 2023-1 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. 2023-1 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. 2023-1 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.

PASSED, APPROVED AND ADOPTED this 9th day of August, 2023.

Joseph Morabito
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales, CMC
City Clerk



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. 2023 – 37 was duly adopted at a regular meeting held on August 9, 2023, by the City Council of the City of Wildomar, California, by the following vote:

AYES: DePhillippo, Marquez, Mayor Pro Tem Moore, Mayor Morabito

NOES: None

ABSTAIN: None

ABSENT: Nigg

Janet Morales, CMC
City Clerk
City of Wildomar

CITY OF WILDOMAR INCORPORATED July 1, 2008 STATE OF CALIFORNIA



CITY OF WILDOMAR

Est. 1886 Inc. 2008

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SPICER CONSULTING GROUP

JOINT COMMUNITY FACILITIES AGREEMENT

by and among

CITY OF WILDOMAR,

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

and

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC.

RELATING TO

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)

OF THE CITY OF WILDOMAR

Dated _____, 2023

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JOINT COMMUNITY FACILITIES AGREEMENT BY AND AMONG CITY OF WILDOMAR, ELSINORE VALLEY MUNICIPAL WATER DISTRICT AND D.R. HORTON LOS ANGELES HOLDING COMPANY, INC.

(Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar)

THIS JOINT COMMUNITY FACILITIES AGREEMENT ("**Agreement**") is made and entered into as of the ___ day of _____, 2023, by and among the ELSINORE VALLEY MUNICIPAL WATER DISTRICT, County of Riverside, State of California, a municipal water district ("**EVMWD**"), organized and operating pursuant to the Municipal Water District Law of 1911 of the California Water Code, the CITY OF WILDOMAR, a general law city organized and operating under the laws of the State of California ("**City**"), and D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation ("**Developer**"). The parties hereto may be referred to in some instances as a party ("**Party**") or parties ("**Parties**").

R E C I T A L S

A. Developer owns certain real property located within the boundaries of both the City and EVMWD and designated as Tract Map No. 31896 ("**Property**"). The boundaries of the Property are identified in Exhibit "A" attached hereto. The Developer has obtained entitlements to develop the Property with approximately 117 dwelling units (collectively, the "**Project**").

B. Development of the Project will require the payment, pursuant to the rules and regulations of EVMWD, as amended from time to time ("**EVMWD Rules and Regulations**"), of certain water and sewer service capacity and connection charges ("**EVMWD Costs**"), proceeds of which will be used by EVMWD to construct water and sewer facilities of EVMWD as further described herein ("**EVMWD Facilities**"). Developer may also construct water and sewer facilities of EVMWD, which are eligible to be acquired with CFD Proceeds as further described herein ("**EVMWD Acquisition Facilities**"), the costs of which, together with EVMWD Costs, may be paid from time to time from funds of hereinafter described CFD No. 2023-1 to the extent such funds are made available to finance EVMWD Facilities and EVMWD Acquisition Facilities.

C. Pursuant to actions of the City, the City has formed CFD No. 2023-1 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 No. 2023-1 and the costs thereof.

D. In accordance with Sections 53313.5 and 53316.2 of the Act, CFD No. 2023-1 may finance facilities to be owned or operated by EVMWD. 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, EVMWD and the Developer, pursuant to which CFD No. 2023-1 will be authorized to provide financing for the EVMWD Facilities and the EVMWD Acquisition 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 EVMWD shall be responsible

for constructing or otherwise acquiring, maintaining and operating the EVMWD Facilities and the EVMWD Acquisition Facilities.

E. The provision of the EVMWD Facilities and the EVMWD Acquisition Facilities is necessitated by the Project, and the Parties find and determine that the residents of the City, EVMWD and CFD No. 2023-1 will be benefited by the financing of the EVMWD Facilities and the EVMWD Acquisition 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 by this reference.

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.

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311, *et seq.*

"**Agreement**" means this Joint Communities Facilities Agreement.

"**Bond Resolution**" means that Resolution, Resolution Supplement, Fiscal Agent Agreement, and/or other equivalent document(s), providing for the issuance of the Bonds.

"**Bonds**" shall mean those bonds, or other securities, issued by, or on behalf of, as authorized by the qualified electors within CFD No. 2023-1.

"**CFD No. 2023-1**" means Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar.

"**CFD Proceeds**" shall mean those net funds generated by the sale of the Bonds, or other securities issued on behalf of or for the benefit of CFD No. 2023-1, and Special Taxes made available to finance EVMWD Facilities and EVMWD Acquisition Facilities.

"**City Council**" means the City Council of the City of Wildomar.

"**EVMWD Acquisition Facilities**" means those sewer and water facilities constructed by the Developer or anticipated to be constructed by the Developer, and eligible to be acquired with CFD Proceeds, as described in Exhibit "C" hereto.

"**EVMWD Facilities**" means those public water and sewer facilities necessary to be funded by the EVMWD Costs as generally described in Exhibit "B" and which have not been previously funded with CFD Proceeds.

"**EVMWD Facilities Fund**" means the fund(s) or account(s) into which a portion of the CFD Proceeds may be deposited in accordance with the Bond Resolution for payment of EVMWD Costs applicable to the Property and for acquisition of the EVMWD Acquisition Facilities.

"**Rate and Method**" means the Rate and Method of Apportionment of the Special Tax expected to be authorized for levy and collection pursuant to proceedings undertaken for the formation of CFD No. 2023-1 pursuant to the Act.

"**State**" means the State of California.

"**Special Taxes**" means the special taxes expected to be authorized to be levied and collected pursuant to the final Rate and Method as approved by CFD No. 2023-1.

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 CFD AND ISSUANCE OF BONDS

Section 2.1 Formation of CFD No. 2023-1. The City has initiated proceedings pursuant to the Act for the formation of CFD No. 2023-1, the authorization of the Special Taxes within CFD No. 2023-1, and the authorization to issue one or more series of Bonds on behalf of CFD No. 2023-1. Nothing contained herein shall be deemed to limit the discretion of the City in that regard and the City shall have no liability to EVMWD if CFD No. 2023-1 is not formed or if the Special Taxes and Bonds are not authorized by the qualified electors therein.

Section 2.2 Issuance and Sale of Bonds. In the event CFD No. 2023-1 is formed and the Special Taxes and Bonds are authorized, the City Council, acting as the Legislative Body of CFD No. 2023-1, may, in its sole discretion, in accordance with its adopted policies ("CFD Policies") adopt the Bond Resolution and issue the Bonds.

Section 2.3 **CFD Proceeds.** Upon completion of the issuance of the Bonds, and receipt of the CFD Proceeds, the City shall determine the amount of the CFD Proceeds allocable to the EVMWD Costs to be used by EVMWD to construct the EVMWD Facilities to accommodate development of the Property and the EVMWD Acquisition Facilities in accordance with the CFD Policies. CFD No. 2023-1 may pay the EVMWD Costs applicable to the Property directly to EVMWD which have been allocated by EVMWD to construct the EVMWD Facilities and may pay the acquisition price of EVMWD Acquisition Facilities.

EVMWD agrees that it will request a disbursement of Bond proceeds only for costs related to the EVMWD Facilities and EVMWD Acquisition Facilities that are eligible for financing under the Act. EVMWD agrees that prior to requesting disbursement from CFD No. 2023-1 it shall review and approve all costs included in its request, and either EVMWD or third parties constructing the EVMWD Facilities and EVMWD Acquisition Facilities will have already paid or incurred such costs. Bond proceeds shall be paid directly to EVMWD only to reimburse it for costs previously paid by EVMWD. All other Bond proceeds to be disbursed shall be paid at the direction of EVMWD to third parties, which may include the Developer, who have previously paid or incurred costs of the EVMWD Facilities or EVMWD Acquisition Facilities.

EVMWD shall use the Payment Request Form set forth as Exhibit "D", which is attached hereto and incorporated herein by this reference, to request payment of funds in the EVMWD Facilities Fund.

Section 2.4 Responsibility for EVMWD Costs and Facilities.

(a) The Parties hereto acknowledge and agree that the final responsibility for the payment of the EVMWD Costs and the design, construction and dedication of the EVMWD Acquisition Facilities constructed by the Developer and the cost(s) of facilities required by EVMWD to be provided by the Developer to provide water and sewer service to the Project lies with the Developer as set forth in the exhibits hereto. The responsibility for, and control of, the design, construction and completion of facilities required to provide water and sewer service to the Project constructed and completed by EVMWD lies with EVMWD.

(b) If the amount derived from CFD Proceeds, including investment earnings thereon, if any, are not sufficient to fund the total cost of the EVMWD Costs or EVMWD Acquisition Facilities for the Project, the Parties hereto agree that all responsibility and liability for the amount of such shortfall(s) shall be and remain with the Developer and shall not lie with the City, CFD No. 2023-1, or EVMWD.

(c) In addition to the EVMWD Costs referenced above, the Parties acknowledge that EVMWD may require the Developer, pursuant to the EVMWD Rules and Regulations, to design, construct and dedicate certain facilities to EVMWD, including, without limitation, the EVMWD Acquisition Facilities, as a condition to providing water and sewer service to the Project. The Parties hereto agree and acknowledge that all responsibility and obligation for the design, construction and dedication of such facilities to EVMWD, in accordance with all applicable statutes and the EVMWD Rules and Regulations, shall be and remain the responsibility of the Developer.

(d) EVMWD and the Developer acknowledge that the Developer intends to construct the EVMWD Acquisition Facilities. In order to ensure that the EVMWD Acquisition Facilities are eligible for community facilities district financing:

1. The EVMWD Acquisition Facilities must be constructed as if under the supervision or direction of EVMWD. EVMWD shall supervise and direct the work pursuant to the Public Works Provisions set forth in Exhibit "E" (the "**Public Works Provisions**").

2. The acquisition purchase price for the EVMWD Acquisition Facilities will be equal the actual cost of construction of the EVMWD Acquisition Facilities, notwithstanding any estimates in this Agreement.

3. The Developer will be constructing the EVMWD Acquisition Facilities prior to the availability of CFD Proceeds that may be used to pay for such EVMWD Acquisition Facilities. Prior to the availability of CFD Proceeds, EVMWD will inspect the EVMWD Acquisition Facilities, approve the construction of the EVMWD Acquisition Facilities, and sign off on payment requests for costs incurred by the Developer upon satisfactory completion of the EVMWD Acquisition Facilities. The Developer may convey the EVMWD Acquisition Facilities to EVMWD, and EVMWD may accept the EVMWD Acquisition Facilities in accordance with this Agreement, when there are insufficient CFD Proceeds to pay the purchase price of such EVMWD Acquisition Facilities. EVMWD will defer the payment of any approved payment requests for the construction costs of the EVMWD Acquisition Facilities until there are sufficient CFD Proceeds available to pay the purchase price of the EVMWD Acquisition Facilities, at which time EVMWD will make the payments but only out of the CFD Proceeds made available to EVMWD for such purpose. If the CFD Proceeds are not sufficient or made available to finance all or any part of the purchase price of the EVMWD Acquisition Facilities, for whatever reason, EVMWD will not be responsible for paying the purchase price of the EVMWD Acquisition Facilities to the Developer. At all times, the Developer will be constructing such EVMWD Acquisition Facilities with the expectation that the purchase price for the EVMWD Acquisition Facilities will be paid from the CFD Proceeds, if and to the extent the CFD proceeds are sufficient and available to pay the purchase price. The Developer's conveyance of the EVMWD Acquisition Facilities to EVMWD pursuant to this Agreement prior to receipt of all or any part of the purchase price shall not be construed as a dedication or gift, or a waiver of the payment of all or any part of the purchase price for the EVMWD Acquisition Facilities.

4. Notwithstanding any language in this Agreement to the contrary, the Developer will pay the costs of the EVMWD Acquisition Facilities using its own funds, but with the expectation that the EVMWD Acquisition Facilities will be acquired by EVMWD using CFD Proceeds, if and to the extent the CFD proceeds are sufficient and available to pay the purchase price.

(e) EVMWD agrees to utilize or apply funds provided to it, as set forth herein, for the EVMWD Costs and/or EVMWD Acquisition Facilities.

(f) EVMWD expressly acknowledges that the Bonds may be subject to Federal tax requirements applicable to the tax-exempt securities. EVMWD expressly confirms and warrants to the City that the EVMWD Facilities financed hereunder have not been previously financed with the proceeds of other tax-exempt securities or bonds. EVMWD agrees to promptly provide written notice to the City of any such financing of EVMWD Facilities financed hereunder until the issuance of the Bonds. EVMWD agrees that in processing the disbursements of CFD Proceeds with respect to EVMWD Costs and/or EVMWD Acquisition Facilities, it will comply with all legal requirements for the expenditure of CFD Proceeds under the Act and the Internal Revenue Code of 1986 and any amendments thereto. As a condition to receiving any CFD Proceeds, EVMWD agrees that it shall provide to CFD No. 2023-1, a certificate to the effect that EVMWD agrees to comply with the provisions of the tax certificate delivered by CFD No. 2023-1 in

connection with the Bonds, and such other matters as CFD No. 2023-1 may reasonably request upon which CFD No. 2023-1 and its bond counsel may rely in connection with the issuance of such Bonds and their conclusion that interest on such Bonds is not included in gross income for federal income tax purposes.

Section 2.5 Responsibility for Debt Service or Special Taxes. EVMWD's obligations under this Agreement shall be limited to its obligations with respect to the design, construction, ownership, operation and maintenance of the EVMWD Facilities to be funded by the EVMWD Costs and EVMWD shall have no obligation, responsibility, or authority with respect to the issuance and sale of the Bonds, or the payment of the principal and interest thereon, or for the levy of the Special Taxes to provide for the payment of principal and interest thereon, and CFD No. 2023-1 shall have the sole authority and responsibility for all such matters.

The Parties hereto specifically agree that the liabilities of CFD No. 2023-1, including liabilities, if any, of CFD No. 2023-1 and pursuant to the documents providing for the issuance of Bonds, including the Bond Resolution, shall not be or become liabilities of EVMWD.

Section 2.6 Administration of CFD No. 2023-1. The City shall have the power and duty to provide for the administration of CFD No. 2023-1 once it is formed, 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 the Parties hereto that EVMWD will not be considered a participant in the proceedings relative to formation of CFD No. 2023-1 or the issuance of the Bonds, other than as a Party to this Agreement.

ARTICLE III
TERM

Section 3.1 Effective Date. This Agreement shall become effective and of full force and effect as of the date ("Effective Date") that both of the following occur: (1) this Agreement is approved and executed by the last of EVMWD, the Developer and the City, to be confirmed upon execution of this Agreement by the authorized representatives of the Parties; and (2) CFD No. 2023-1 has been formed, as evidenced by the recordation of a Notice of Special Tax Lien against the Property.

ARTICLE IV
ADDITIONAL GENERAL PROVISIONS

Section 4.1 Recordkeeping: Inspection of Records. Each Party hereto agrees to keep and maintain full and accurate records of all amounts, and investment earnings, if any, paid to EVMWD for the EVMWD Facilities as to the respective portions of the Property and amounts expended from the EVMWD Facilities Account. Each Party further agrees to make such records available to the other Party hereto 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.

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. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. This Agreement may not be assigned without the prior written consent of the other Parties hereto, and any such non-consented assignment shall be void. Such assignee shall, as a condition to taking an assignment of such rights, enter into an assignment and assumption agreement with the City, EVMWD and the Developer, in a form reasonably acceptable to the City EVMWD, and the Developer, whereby such rights assigned are specified and such assignee agrees, except as may be otherwise specifically provided therein, to assume the obligations of the Developer pursuant to this Agreement and to be bound thereby. This Agreement is for the sole benefit of the City, EVMWD, and the Developer and their successors and assigns, and no other person or entity shall be deemed to be a beneficiary hereof or have an interest herein.

Section 4.4 Indemnification. The City shall assume the defense of, indemnify and save harmless, EVMWD, its officers, employees and agents, and each and every one of them, 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 resulting from, any act or omission of the City with respect to this Agreement and the issuance of the Bonds. No provision of this Agreement shall in any way limit the extent of the City's responsibility for payment of damages resulting from the operations of the City and its contractors; provided, however, that the City shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees. EVMWD shall assume the defense of, indemnify and save harmless, the City, its officers, employees and agents, and each and every one of them, 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 resulting from, any act or omission of EVMWD with respect to this Agreement, and the design, engineering and construction of the EVMWD Facilities. No provision of this Agreement shall in any way limit the extent of EVMWD's responsibility for payment of damages resulting from the operations of EVMWD and its contractors; provided, however, that EVMWD shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees. The Developer shall assume the defense of, indemnify and save harmless, EVMWD and the City, each of their officers, employees and agents, and each and every one of them, 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 resulting from, any act or omission of the Developer with respect to this Agreement, and the design, engineering and construction of the EVMWD Facilities. No provision of this Agreement shall in any way limit the extent of the Developer's responsibility for payment of damages resulting from the operations and/or development of the Property and its contractors; provided, however, that the Developer shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees.

Section 4.5 Notice. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party or other person shall be deemed to have been received when personally delivered or upon deposit of the same in the United States Post Office registered or certified, postage prepaid, addressed as follows:

City:	City of Wildomar 23873 Clinton Keith Road Wildomar, CA 92595 Attention: City Manager
EVMWD:	Elsinore Valley Municipal Water District 31315 Chaney Street Lake Elsinore, CA 92530 Attention: General Manager
Developer:	D.R. Horton Los Angeles Holding Company, Inc. 2280 Wardlow Circle, Suite 100 Corona, CA 92878 Attention: Project Manager

Each Party can change its address for delivery of notice by delivering written notice of such change or address to the other parties within ten (10) calendar days prior to such change.

Section 4.6 Captions. The captions to Sections used herein are for convenience purposes only and are not part of this Agreement.

Section 4.7 Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in such State. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in the County of Riverside, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

Section 4.8 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement.

Section 4.9 Amendments. This Agreement may be amended or modified only in writing executed by the authorized representative(s) of each of the Parties hereto.

Section 4.10 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 a waiver of such terms, covenants or conditions of this Agreement by such other Party, nor shall any waiver constitute a relinquishment of any other right or power for all or any other times.

Section 4.11 Cooperation and Execution of Documents. The Parties hereto agree to complete and execute any further or additional documents which may be necessary to complete or further the terms of this Agreement.

Section 4.12 Attorneys' Fees. In the event of the bringing of any action or suit by any Party against another Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the other Parties all costs and expenses of suit, including reasonable attorneys' fees.

Section 4.13 No Third Party Beneficiaries. No person or entity other than the CFD No. 2023-1 when and if formed 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 EVMWD, the City, CFD No. 2023-1, and the Developer (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 4.14 Exhibits. The following exhibits attached hereto are incorporated into this Agreement by reference.

Exhibit	Description
"A"	Property Description
"B"	Water and Sewer Facilities Descriptions
"C"	EVMWD Acquisition Facilities Description
"D"	Payment Request Form – Water/Sewer Facilities
"E"	Public Works Provisions

Section 4.15 Signatories. The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

Section 4.16 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Remainder of this page is blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written alongside their signature below.

EVMWD: ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By:_____

Name: Greg Thomas

Title: General Manager

Date Signed:_____

DEVELOPER: D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation

By:_____

Name:_____

Title:_____

Date Signed:_____

[Joint Community Facilities Agreement Signature Page]

City: CITY OF WILDOMAR

By: _____

Name: _____

Date Signed: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

[Joint Community Facilities Agreement Signature Page]

EXHIBIT "A"

PROPERTY DESCRIPTION

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:

Fiscal Year 2022-23 Assessor Parcel Nos.:

380-160-017
380-160-018
380-210-003
380-210-004
380-210-005
380-210-008
380-210-016

EXHIBIT "B"

WATER AND SEWER FACILITIES DESCRIPTION

1. Water source, storage, transmission facilities financed through EVMWD water connection and capacity fees and charges, including, but not limited to, water transmission lines, water reservoirs and related and appurtenant facilities. Further description(s) and cost(s) of these facilities are on file with EVMWD and are incorporated herein by this reference.

2. Sewer treatment, transmission and reclamation facilities financed through EVMWD sewer fees. Further description(s) and cost(s) of these facilities are on file with EVMWD and are incorporated herein by this reference.

EXHIBIT "C"

EVMWD ACQUISITION FACILITIES DESCRIPTION

Description of Acquisition Facilities:

1. Sewer Bypass and Offsite Sewer Facilities *

*The facilities listed above are preliminary in nature. The final description, scope, cost and location will be determined upon the preparation of final plans.

EXHIBIT "D"

PAYMENT REQUEST FORM - WATER/SEWER FACILITIES

Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar is hereby requested to pay from the EVMWD Facilities Fund, in payment of the water/sewer Project Costs described below to the Elsinore Valley Municipal Water District. The amount shown below is due and payable under a purchase order, contract or other authorization with respect to the water/sewer Project Costs described below and has not formed the basis of any prior request for payment.

Amount: $_____

Project Costs Description:

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "E"

PUBLIC WORKS PROVISIONS

In order to ensure that the EVMWD Acquisition Facilities will be constructed as if it had been constructed under the direction and supervision, or under the authority of, EVMWD, so that they may be acquired pursuant to California Government Code Section 53313.5 or so that the value or cost, whichever is less, of portions thereof constituting work in-kind may be reimbursed pursuant to California Government Code Section 53314.9, for the EVMWD Acquisition Facilities, the Developer shall comply with all of the following requirements or shall cause such requirements to be complied with:

(a) The Developer shall solicit and receive at least three independent bids; provided, however, the Developer may proceed with fewer than three bids if three bids were not reasonably available at the time of the bid.

(b) Bids shall be submitted to the Developer either via hard copy or email.

(c) The contract for the construction of the EVMWD Acquisition Facilities shall be awarded to the responsible bidder submitting the lowest responsive bid for the construction of the EVMWD Acquisition Facilities or, if the Developer elects to perform the work pursuant to Section 53329.5 of the Act, the Developer shall perform the work at the prices specified in the bid of the lowest responsible bidder. If EVMWD reasonably disapproves any such contractor, the Developer will select the next lowest responsible bidder from the competitive bids received who is acceptable to the Developer and EVMWD.

(d) The Developer shall require, and the specifications and bid and contract documents shall require, all contractors engaged to perform work on the EVMWD Acquisition Facilities to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code.

(e) The Developer and all such contractors shall comply with such other requirements relating to the construction of the EVMWD Acquisition Facilities as EVMWD may impose by written notification delivered to the Developer and each such contractor, to the extent required as a result of changes in applicable State or federal laws or the ordinances and policies of EVMWD.

(f) The Developer shall provide proof to EVMWD, at such intervals and in such form as EVMWD may require, that the foregoing requirements have been satisfied as to all of the EVMWD Acquisition Facilities.

CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.4
Meeting Date: September 13, 2023

SUBJECT: Consideration of Resolution of Necessity for Condemnation of Vacant Property located at the Southeast Corner of Palomar Street and Gruwell Street for the Palomar Street Widening Project, Phase 2 (CIP 028-2)

SUBMITTED BY: Jason Farag

PREPARED BY: Thomas D Jex

ACTION:

1. Conduct a hearing on the proposed Resolution 2023-__ of the City of Wildomar finding and determining that the public interest, convenience, and necessity require the acquisition of certain property for public purposes; and
2. Review the evidence presented, including this staff report and public comments, and close the hearing; and
3. Find that on November 10, 2021, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the Planning Director approved a Notice of Exemption for the Project, and that no additional CEQA findings are required for the Project.
4. Adopt the attached Resolution 2023- __ entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES.

SUMMARY:

To complete the construction associated with the Palomar St. Widening Project, Phase 2 (CIP 028-2) ("Project"), certain easements (or rights-of-way) are required from adjacent property owners. This item considers a Resolution of Necessity for Condemnation of Vacant Property over which easements are needed to allow for the construction of the Project.

BACKGROUND:

The Palomar Street Widening Project, Phase 2 (“Project”) has been designed to improve connectivity for active transportation users by widening the roadway, filling in sidewalk/trail

gaps, and adding bicycle lanes along Palomar Street and Gruwell Street. The total length of the roadways to be improved by the Project are approximately 2000 feet on Palomar Street and approximately 525 feet on Gruwell Street.

The proposed project will widen Palomar Street from Wildomar Trail to Gruwell Street, with additional minor widening north of Gruwell Street to accommodate safe transitions between existing roadway sections and the widened roadway section.

On the east side of Palomar Street, approximately 1300 linear feet of a Class II bike lane with striped buffers is proposed between Wildomar Trail and Gruwell Street. Additionally, approximately 1300 linear feet of a paved multi-purpose trail is proposed between Wildomar Trail and Gruwell Street along the back of curb to provide a safe route for pedestrians and other non-motorized road users.

On the west side of Palomar Street, approximately 630 linear feet of a roadway-separated pedestrian and bicycle path is proposed between Elm Street and Gruwell Street. Between Wildomar Trail and Elm Street, an additional 630 linear feet of a Class II bike lane with a striped buffer is proposed. Existing sidewalk and proposed sidewalk improvements will accommodate pedestrians between Wildomar Trail and Elm Street.

On Gruwell Street, approximately 525 linear feet of sidewalk is proposed along the frontage of the Wildomar Cemetery on the southern side of the road, increasing connectivity for pedestrians accessing the Cemetery. In addition, approximately 525 of a Class II bike lane with striped buffers and a parking lane buffer is proposed.

Other improvements include intersection improvements at Wildomar Trail and Palomar Street, intersection improvements at Palomar Street and Gruwell Street, miscellaneous accessibility improvements adjacent to the Wildomar Elementary School, landscaping improvements, and other related roadway improvements.

On November 10, 2021, in accordance with the California Environmental Quality Act (“CEQA”) and State CEQA Guidelines §15070, the Planning Director approved a Notice of Exemption for the Project.

DISCUSSION:

In order to complete the construction of the Project, the City must acquire a portion of two parcels located at the southeast corner of Palomar Street and Gruwell Street and known by accessor parcel numbers 376-051-001 and 376-051-002 (“Larger Parcel”). The Larger Parcel is zoned C1-CP (general commercial) and is owned by Jeffrey A. McElrath (“Owner”).

For the purpose of the Project, the City is seeking to acquire two easements over the Larger Parcel: (1) a permanent road easement containing 8,375 square feet, and (2) a 12-month temporary construction easement (“TCE”) containing 760 square feet (collectively the

“Easements”). The Easements are more particularly described and depicted in the Resolution.

On December 20, 2022, City Staff tendered an offer to the Owner in the amount of $63,500 for the Easements (“Offer”). The Offer was based on an appraisal prepared by a licensed appraiser. City Staff and the City’s Right of Way agents have attempted in earnest to negotiate a purchase of the Easements, and although negotiations are ongoing and will continue, the acquisition of the Easements has not been consummated. The City requires possession and use of the Easements before work on the subject property can commence and there are no assurances that an agreement between the parties will be reached in order to meet the Project’s construction schedule; therefore, a Resolution of Necessity is being requested.

Pursuant to California Government Code sections 7267.2, 37350.5, and 40404, and California Code of Civil Procedure Section 1230.010 et seq., 1240.410 and 1240.020, and Section 19, Article I of the California Constitution, and other authorities, the City is authorized to acquire the aforementioned Easements by eminent domain, provided certain procedural steps are followed.

The City must make an offer to purchase to the property owner, which offer must be transmitted in writing, based upon an appraisal. City tendered a statutory Offer to purchase the Easements as required by law based upon an approved appraisal (Attachment A). To date, the offer has not been accepted.

It is now necessary that an action in eminent domain be commenced to acquire the Easements referenced above. Prior to the filing of the action, the City must hold a hearing on the proposed Resolution of Necessity (attached) and provide the Owner an opportunity to be heard.

In addition, the hearing must be duly noticed. Attached is a copy of the Notice of Hearing, which was issued on August 8, 2023, in accordance with the applicable statutes (Attachment B).

After conducting the public hearing, if the Council finds that the public necessity so requires, City should adopt the attached Resolution of Necessity, authorizing condemnation proceedings for the purpose of acquiring the Easements.

The findings which need to be made, are as set forth in the Resolution of Necessity. Specifically, the Council must find:

1. That the public interest and necessity require the acquisition of the proposed project. As proposed, the Project will serve public purposes, as discussed above;
2. That the Project is planned or located in the manner that will be most compatible with the

greatest public good and the least private injury. City evaluated different Project design options to identify any overall Project cost and real estate impacts in an effort to ensure the least private injury. It was determined that Project in its currently proposed iteration will be most compatible with the greatest public good and the least private injury.

3. That the Easements are necessary for the proposed Project. A permanent roadway easement is needed for roadway, sidewalk, bike lane and trail improvements and along Palomar Street. In addition, a temporary construction easement is needed in order to construct the Project improvements within the Easements and Project area.
4. That City made the offer to purchase as required by section 7267.2 of the California Government Code. The Statutory Offer to Purchase was tendered to the owner of the Property on December 20, 2022.
5. That the necessary notice of hearing to consider the adoption of the Resolution of Necessity has been given, as required by Code of Civil Procedure section 1245.235. As evidenced by Attachment B, this notice was issued on August 8, 2023.
6. That City has complied with CEQA for the Project. On November 10, 2021, in accordance with the California Environmental Quality Act ("CEQA") and State CEQA Guidelines §15070, the Planning Director adopted a Notice of Exemption for the Project. No additional findings are necessary to comply with CEQA.
7. The Easements are necessary for the purpose specified in Section 1240.350 of the Code of Civil Procedure, and as such the taking is authorized by Section 1240.350 of the Code of Civil Procedure. This project is in compliance with Section 1240.350 in that the proposed road widening, and addition of sidewalks, trails, and bicycle lanes along two major commuter roadways in the City, is a public need and is for the greater good of the public's interest and balances the various hardships of all parties affected by this taking.

Questions relating to value are not relevant to this proceeding. However, that does not mean that negotiations for the acquisition of the Easements are at an end. If City adopts the Resolution of Necessity, after the hearing, negotiations for the acquisition of the Easements may continue.

The proposed Resolution of Necessity must be adopted by a two-thirds majority vote.

FISCAL IMPACT:
Funds are available for the acquisition of this Property and are included in the City's FY 2023-24 budget. Legal costs related to the eminent domain proceedings are unknown at this time are dependent upon whether or not an agreement can be reached with the property owner. Legal costs will be paid for from the approved Project budget. Staff will track the related costs and bring forward a budget amendment, if additional budget is needed for this process.

ACCOUNT CODE:
CIP 028-2: Fund No. 503-912-0002-52115 - Contractual Services Phase II

ATTACHMENTS:

Presentation
A - Offer Letter
B.1 - Notice of Hearing
B.2 - Notice of Hearing
Resolution

Palomar Street Widening Project, Phase 2 (CIP 028-2)

APN 376-051-001 and APN 376-051-002

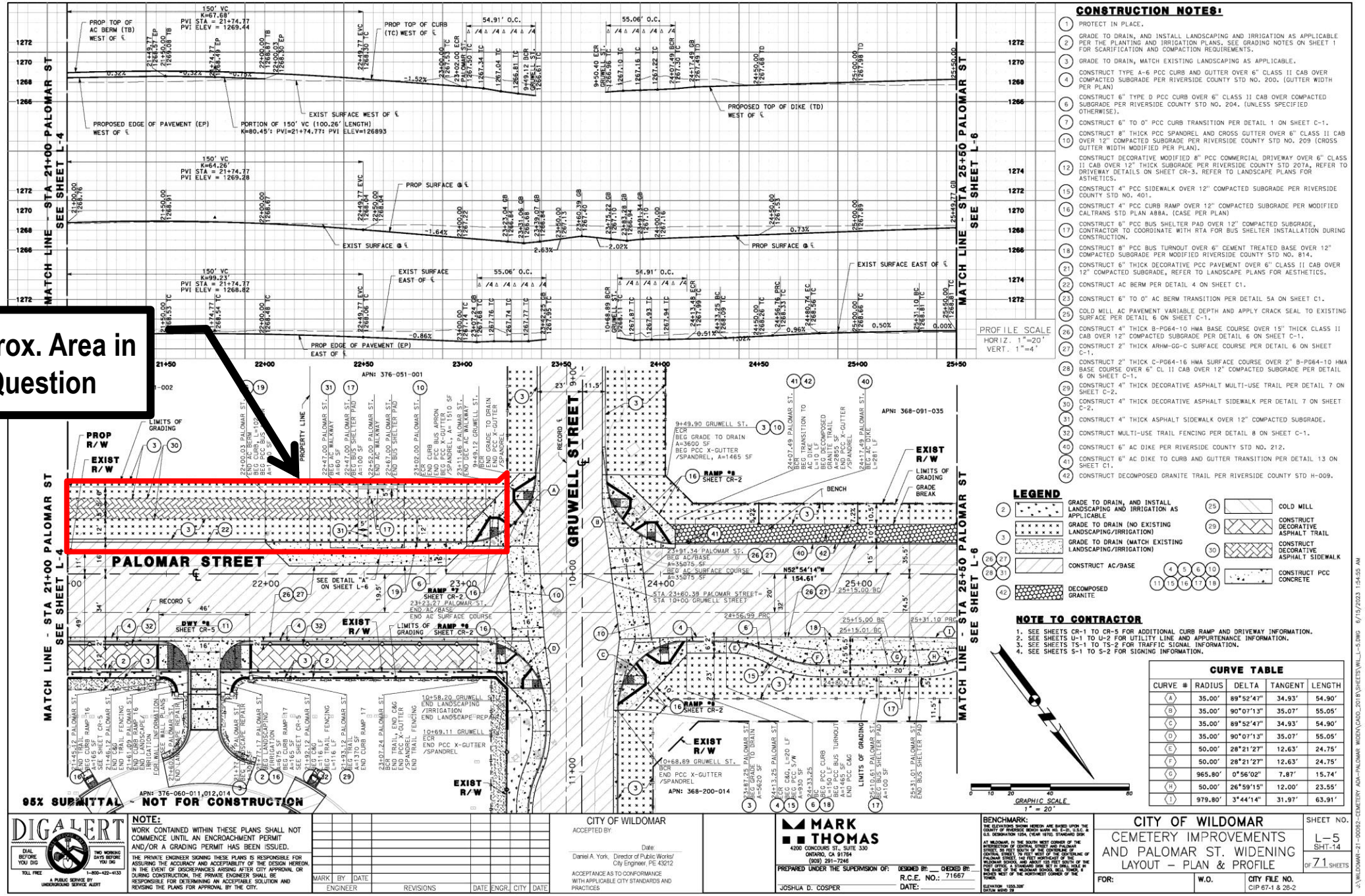
Resolution of Necessity

Public Hearing

September 13, 2023

City of Wildomar


Properties in Question
Project Limits
WILDOMAR CEMETERY
US POST OFFICE
THE FARM RD.
PALOMAR ST
GRUWELL ST
CIELO VISTA WAY
MAPLE ST
ELM ST
ILLINOIS ST
FRONT ST
UNION ST
MONTE VISTA DR.
WILDOMAR TRL
COMO ST
DESERET CT
ASCOT HILL CIR
RATOGA DR
CERT ST
SEXTON ST
ROSE ST
354


Approx. Area in Question
CONSTRUCTION NOTES:
1 PROTECT IN PLACE.
2 GRADE TO DRAIN, AND INSTALL LANDSCAPING AND IRRIGATION AS APPLICABLE PER THE PLANTING AND IRRIGATION PLANS. SEE GRADING NOTES ON SHEET 1 FOR SCARIFICATION AND COMPACTION REQUIREMENTS.
3 GRADE TO DRAIN, MATCH EXISTING LANDSCAPING AS APPLICABLE.
4 CONSTRUCT TYPE A-6 PCC CURB AND GUTTER OVER 6" CLASS II CAB OVER COMPACTED SUBGRADE PER RIVERSIDE COUNTY STD NO. 200. (GUTTER WIDTH PER PLAN)
6 CONSTRUCT 6" TYPE D PCC CURB OVER 6" CLASS II CAB OVER COMPACTED SUBGRADE PER RIVERSIDE COUNTY STD NO. 204. (UNLESS SPECIFIED OTHERWISE).
7 CONSTRUCT 6" TO 0" PCC CURB TRANSITION PER DETAIL 1 ON SHEET C-1.
10 CONSTRUCT 8" THICK PCC SPANDREL AND CROSS GUTTER OVER 6" CLASS II CAB OVER 12" COMPACTED SUBGRADE PER RIVERSIDE COUNTY STD NO. 209 (CROSS GUTTER WIDTH MODIFIED PER PLAN).
12 CONSTRUCT DECORATIVE MODIFIED 8" PCC COMMERCIAL DRIVEWAY OVER 6" CLASS II CAB OVER 12" THICK SUBGRADE PER RIVERSIDE COUNTY STD 207A, REFER TO DRIVEWAY DETAILS ON SHEET CR-3. REFER TO LANDSCAPE PLANS FOR ASTHETICS.
15 CONSTRUCT 4" PCC SIDEWALK OVER 12" COMPACTED SUBGRADE PER RIVERSIDE COUNTY STD NO. 401.
16 CONSTRUCT 4" PCC CURB RAMP OVER 12" COMPACTED SUBGRADE PER MODIFIED CALTRANS STD PLAN A88A. (CASE PER PLAN)
17 CONSTRUCT 6" PCC BUS SHELTER PAD OVER 12" COMPACTED SUBGRADE, CONTRACTOR TO COORDINATE WITH RTA FOR BUS SHELTER INSTALLATION DURING CONSTRUCTION.
18 CONSTRUCT 8" PCC BUS TURNOUT OVER 6" CEMENT TREATED BASE OVER 12" COMPACTED SUBGRADE PER MODIFIED RIVERSIDE COUNTY STD NO. 814.
21 CONSTRUCT 6" THICK DECORATIVE PCC PAVEMENT OVER 6" CLASS II CAB OVER 12" COMPACTED SUBGRADE, REFER TO LANDSCAPE PLANS FOR AESTHETICS.
22 CONSTRUCT AC BERM PER DETAIL 4 ON SHEET C1.
23 CONSTRUCT 6" TO 0" AC BERM TRANSITION PER DETAIL 5A ON SHEET C1.
25 COLD MILL AC PAVEMENT VARIABLE DEPTH AND APPLY CRACK SEAL TO EXISTING SURFACE PER DETAIL 6 ON SHEET C-1.
26 CONSTRUCT 4" THICK B-PG64-10 HMA BASE COURSE OVER 15" THICK CLASS II CAB OVER 12" COMPACTED SUBGRADE PER DETAIL 6 ON SHEET C-1.
27 CONSTRUCT 2" THICK ARHM-GG-C SURFACE COURSE PER DETAIL 6 ON SHEET C-1.
28 CONSTRUCT 2" THICK C-PG64-16 HMA SURFACE COURSE OVER 2" B-PG64-10 HMA BASE COURSE OVER 6" CL II CAB OVER 12" COMPACTED SUBGRADE PER DETAIL 6 ON SHEET C-1.
29 CONSTRUCT 4" THICK DECORATIVE ASPHALT MULTI-USE TRAIL PER DETAIL 7 ON SHEET C-2.
30 CONSTRUCT 4" THICK DECORATIVE ASPHALT SIDEWALK PER DETAIL 7 ON SHEET C-2.
31 CONSTRUCT 4" THICK ASPHALT SIDEWALK OVER 12" COMPACTED SUBGRADE.
32 CONSTRUCT MULTI-USE TRAIL FENCING PER DETAIL 8 ON SHEET C-1.
40 CONSTRUCT 6" AC DIKE PER RIVERSIDE COUNTY STD NO. 212.
41 CONSTRUCT 6" AC DIKE TO CURB AND GUTTER TRANSITION PER DETAIL 13 ON SHEET C1.
42 CONSTRUCT DECOMPOSED GRANITE TRAIL PER RIVERSIDE COUNTY STD H-009.
PROFILE SCALE
HORIZ. 1"=20'
VERT. 1"=4'
LEGEND
GRADE TO DRAIN, AND INSTALL LANDSCAPING AND IRRIGATION AS APPLICABLE
GRADE TO DRAIN (NO EXISTING LANDSCAPING/IRRIGATION)
GRADE TO DRAIN (MATCH EXISTING LANDSCAPING/IRRIGATION)
CONSTRUCT AC/BASE
DECOMPOSED GRANITE
COLD MILL
CONSTRUCT DECORATIVE ASPHALT TRAIL
CONSTRUCT DECORATIVE ASPHALT SIDEWALK
CONSTRUCT PCC CONCRETE
NOTE TO CONTRACTOR
1. SEE SHEETS CR-1 TO CR-5 FOR ADDITIONAL CURB RAMP AND DRIVEWAY INFORMATION.
2. SEE SHEETS U-1 TO U-2 FOR UTILITY LINE AND APPURTENANCE INFORMATION.
3. SEE SHEETS TS-1 TO TS-2 FOR TRAFFIC SIGNAL INFORMATION.
4. SEE SHEETS S-1 TO S-2 FOR SIGNING INFORMATION.
CURVE TABLE
CURVE # | RADIUS | DELTA | TANGENT | LENGTH
A | 35.00' | 89°52'47" | 34.93' | 54.90'
B | 35.00' | 90°07'13" | 35.07' | 55.05'
C | 35.00' | 89°52'47" | 34.93' | 54.90'
D | 35.00' | 90°07'13" | 35.07' | 55.05'
E | 50.00' | 28°21'27" | 12.63' | 24.75'
F | 50.00' | 28°21'27" | 12.63' | 24.75'
G | 965.80' | 0°56'02" | 7.87' | 15.74'
H | 50.00' | 26°59'15" | 12.00' | 23.55'
I | 979.80' | 3°44'14" | 31.97' | 63.91'
GRAPHIC SCALE 1" = 20'
PALOMAR STREET
GRUWELL STREET
MATCH LINE - STA 21+00 PALOMAR ST SEE SHEET L-4
MATCH LINE - STA 25+50 PALOMAR ST SEE SHEET L-6
95% SUBMITTAL - NOT FOR CONSTRUCTION
DIGALERT
NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.
THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.
CITY OF WILDOMAR
ACCEPTED BY:
Date:
Daniel A. York, Director of Public Works/ City Engineer, PE 43212
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES
MARK THOMAS
4200 CONCOURS ST., SUITE 330
ONTARIO, CA 91764
(909) 291-7246
PREPARED UNDER THE SUPERVISION OF:
JOSHUA D. COSPER
DESIGNED BY: CHECKED BY:
R.C.E. NO.: 71667
DATE:
BENCHMARK:
CITY OF WILDOMAR
CEMETERY IMPROVEMENTS AND PALOMAR ST. WIDENING
LAYOUT - PLAN & PROFILE
SHEET NO. L-5 SHT-14 OF 71 SHEETS
FOR:
W.O.
CITY FILE NO. CIP 67-1 & 26-2

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

23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595
951/677-7751 Phone
951/698-1463 Fax
www.CityofWildomar.org

December 20, 2022

Jeffrey McElrath
53877 Beach Loop Road
Bandon, OR 97411

SUBJECT: City of Wildomar – Palomar and Gruwell Street Widening Project (CIP 28-2)
Offer to Acquire – Permanent Easement and 12-month Temporary Construction Easement
Assessor's Parcel Number: 376-051-001 and 376-051-002
Property Location: Palomar Street, Wildomar, CA

Dear Property Owner(s):

The City of Wildomar (City), as part of the Palomar Street & Gruwell Street Widening Project (Project), is considering acquiring permanent easements on portions of the subject properties in which we believe you are the owner, along with temporary easement interests. The City obtained a preliminary title report that lists **Jeffrey A. McElrath, and single man** to be the vested owner of the above-mentioned property. The permanent easements are described in the legal descriptions and depicted on the plat maps within the attached Permanent Easement Deeds and the 12-Month Temporary Construction Easements are described and depicted in the attached Temporary Construction Easement Deeds, herein collectively referred to as the" Easements."

This offer is contingent upon presentation of conclusive evidence of title. If more than one person has an interest in the Easements that the City is seeking to acquire, all parties with such interest must accept this offer.

As you are aware, the City had the Easements appraised to determine their fair market value and just compensation. The appraisal was conducted in accordance with commonly accepted standards and included consideration of the highest and best use of the land. Based on the appraisal, the City offers to purchase two (2) Permanent Easements, free and clear of any encumbrances, and two (2) Temporary Construction Easements for **Sixty-Three Thousand Five Hundred Dollars and No/100, ($63,500.00)** ("Purchase Price").

The Purchase Price is the full amount established by the appraisal as the fair market value of the Easements and the just compensation for such acquisition. A written statement and a summary of the basis for the amount established as the Purchase Price is set forth in the attached Summary of Appraisal.

If the offer is acceptable to you, please sign the attached Agreement for Acquisition of Permanent Easements and Temporary Construction Easements. The City representative will sign and we will begin the escrow process to close this transaction. If you are not satisfied with the City's offer, you are encouraged to present any material you believe to be relevant to the value of the Easements, which will be carefully considered by the City. If a voluntary agreement cannot be reached, the City may consider formal condemnation proceedings against the Easements through its power of eminent domain or abandon its intention to acquire the Easements, giving proper notice to you in either event.

The City has made no decision to exercise its power of eminent domain to acquire the Easements and can only do so after it holds a hearing at which all affected property owners have had an opportunity to appear and be heard.

In compliance with Government Code Section 7267.2, included with this offer is an information pamphlet describing the acquisition process. This Acquisition Brochure is being provided to you for informational purposes only and is not to be construed as legal advice.

Please also be advised that under Code of Civil Procedure Section 1263.025, the City of Wildomar will reimburse an owner of property, up to the amount of $5,000, for the owner to secure an independent appraisal of property subject to a potential acquisition. If you wish to take advantage of this reimbursement, please forward me a copy of a retention letter or other contract you may have, or may enter into, with an appraiser. In order to qualify for this reimbursement, the appraiser selected must be identified and must be a California Certified General Real Estate Appraiser. In addition, the retention letter or other contract, or other proof of appraisal retention acceptable to the City, must be submitted to the undersigned no later than sixty (60) days following the date of this letter.

The Easements are scheduled to be used within two years of their acquisition and is therefore not available to be leased back under the provisions of California Code of Civil Procedure 1263.615. Please be advised that this letter, the offer, and all other matters stated herein are made under the provisions of California Evidence Code Section 1152 and 1154, Section 1255.060 of the Code of Civil Procedure, and Sections 7267.1 and 7267.2 of the Government Code, and shall not be admissible in evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

The City has contracted with Interwest Consulting Group (Interwest) to acquire the Easements. If you need additional information or have any questions, please feel free to contact Jeremy Miller, the agent assigned to you, at (949) 299-5309 or email at jmiller@interwestgrp.com. We hope this offer meets your approval and that it will serve as the basis for a quick and mutually beneficial transaction. We look forward to hearing from you after you have an opportunity to review it and the attached enclosures. Thank you.

Sincerely,

Jason Farag, P.E.
Public Works Director
City of Wildomar

Enclosures: Permanent Easement Deeds
Temporary Construction Easement Deeds
Summary of Appraisal
Acquisition Brochure
Title VI Information
Agreement for Acquisition of Permanent Easements and Temporary Construction Easement

DocuSign Envelope ID: 46E31B39-2E62-4C37-BC8E-97900FA7CE51

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

23873 Clinton Keith Road., Ste 201
Wildomar, CA 92595
951.677.7751 Phone
951.698.1463 Fax
www.Cityof Wildomar.org

August 8, 2023

SENT VIA U.S. MAIL FED-EX 2-DAY DELIVERY

Jeffrey McElrath
53877 Beach Loop Road
Bandon, OR 97411

RE: City of Wildomar - Palomar Street Widening and Sidewalk Improvement Project (CIP 28-2)

AMENDED NOTICE OF HEARING REGARDING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO CONSIDER THE ADOPTION OF A RESOLUTION OF NECESSITY TO CONDEMN CERTAIN PROPERTY INTERESTS LOCATED AT ASSESSOR'S PARCEL NUMBER 376-051-001 AND 002

Dear Property Owner:

This letter is written on behalf of the City of Wildomar (City) to give you notice pursuant to California Code of Civil Procedure Section 1245.235 that the City Council of the City of Wildomar (City Council) will consider the adoption of a Resolution of Necessity (Resolution) to condemn a portion of your real property at its regular meeting on **September 13, 2023, at 6:00 p.m.** at 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595. The property which will be the subject of consideration is located in the City of Wildomar, APNs 376-051-001 and 376-051-002. The Project for which this acquisition will be considered is the Palomar Street Widening and Sidewalk Improvement Project – CIP 28-2 (Project). If the City adopts a Resolution, the City will commence an eminent domain proceeding in Riverside County Superior Court to acquire the property.

In determining whether to adopt the Resolution, the City Council will consider whether the following three conditions referred to in Code of Civil Procedure section 1240.030 are established:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property sought to be acquired is necessary for the Project.

The City Council will also consider whether the offer required by Government Code Section 7267.2 has been made to the owner of record.

You have the right to appear and be heard by City Council on the three matters referred to in section 1240.040 as set forth above. Should you wish to appear and be heard on these matters, you must file a written request to appear and be heard within fifteen (15) days of this Notice.

DocuSign Envelope ID: 46E31B39-2E62-4C37-BC8E-97900FA7CE51

If you contend that any of the three conditions listed above have not been met, your written request to appear should indicate such condition(s). By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, this will enable the City to authorize a full and expeditious review of the Project's effect on your property. The City will conduct the review on behalf of the City Council and ask for your participation. Based on this review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be *on file* with the City Clerk within the 15-day period set forth above, which ends on August 23, 2023. The failure to file a written request to appear and be heard with the City Clerk by August 23, 2023 will result in the waiver of your right to appear and be heard by the City Council on the matters referred to in section 1240.030 as set forth above.

All requests to appear must be sent for filling to:

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

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you deliver your correspondence or mail it by Certified Mail, Return Receipt Requested to confirm that your response was received by the City Clerk with the 15-day period.

Please note that questions regarding the amount of compensation to be paid or the value of the property to be acquired are <u>not</u> part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the eminent domain court proceeding. If you elect not to appear and be heard, you will still have the right to claim greater compensation in the court proceeding.

The City is moving forward at this time due to the requirements of the Project schedule. However, the City will continue negotiations regarding compensation, and remains hopeful that a settlement can be reached. Enclosed herewith is a copy of the Offer to Acquire provided to you on December 20, 2022, which includes details regarding the portion of your property that may be acquired, and the offer to purchase issued by the City.

If you have any questions, please feel free to contact Jeremy Miller, Interwest Consulting Group, at (949)299-5309 or email at jmiller@interwestgrp.com.

Sincerely,



Jason Farag, P.E.
Public Works Director
City of Wildomar

Enclosures: Offer to Acquire

DocuSign Envelope ID: 6366DD90-7E38-4247-8F5E-1FF7E4231BB3

Joseph Morabito, Mayor, Dist. 3
Bridgette Moore, Mayor Pro Tem, Dist. 4
Ashlee DePhillipo, Council Member, Dist. 5
Carlos Marquez, Council Member, Dist. 1
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August 8, 2023

SENT VIA U.S. MAIL AND FED-EX 2-DAY DELIVERY

Jeffrey McElrath
20995 Alameda Del Monte
Wildomar, CA 92595

RE: City of Wildomar - Palomar Street Widening and Sidewalk Improvement Project (CIP 28-2)

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In determining whether to adopt the Resolution, the City Council will consider whether the following three conditions referred to in Code of Civil Procedure section 1240.030 are established:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property sought to be acquired is necessary for the Project.

The City Council will also consider whether the offer required by Government Code Section 7267.2 has been made to the owner of record.

You have the right to appear and be heard by City Council on the three matters referred to in section 1240.040 as set forth above. Should you wish to appear and be heard on these matters, you must file a written request to appear and be heard within fifteen (15) days of this Notice.

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The City is moving forward at this time due to the requirements of the Project schedule. However, the City will continue negotiations regarding compensation, and remains hopeful that a settlement can be reached. Enclosed herewith is a copy of the Offer to Acquire provided to you on December 20, 2022, which includes details regarding the portion of your property that may be acquired, and the offer to purchase issued by the City.

If you have any questions, please feel free to contact Jeremy Miller, Interwest Consulting Group, at (949)299-5309 or email at jmiller@interwestgrp.com.

Sincerely,



Jason Farag, P.E.
Public Works Director
City of Wildomar

Enclosures: Offer to Acquire

RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES

WHEREAS, the City Council has determined that the City of Wildomar ("City") needs to acquire certain property interests in connection with the construction of the Palomar Street Widening Project, Phase 2 (CIP 028-2) ("Project").

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Wildomar, by vote of two-thirds or more of its members, FINDS, DETERMINES, DECLARES, AND RESOLVES the following:

1. The City intends to construct the Project, which is intended to improve connectivity for active transportation users by widening the roadway, filling in sidewalk/trail gaps, and adding bicycle lanes along two major commuter roadways in the City, Palomar Street and Gruwell Street. The Project is for a public use.

2. To complete construction on the Project, the City must acquire the below described easements (collectively "Easements"):

    a. A permanent roadway easement comprised of a total of 8,375 square feet. The City may use the permanent road easement for public road, trail, sidewalk, and utility purposes, over, upon, across, and within the real property that is more particularly described and depicted in Exhibits "A-9" and "B-9" of Attachment 1, attached hereto and incorporated herein by reference.

    b. A 760 square foot temporary construction easement ("TCE") allowing the City, its successors and assigns, an easement for ingress, egress and construction purposes, including but not limited to the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors (collectively "Authorized Personnel"), for the removal, clearance, grading, and construction of sidewalk, trail, and roadway improvements, or other necessary uses, in connection with the Project over that certain real property (the "Property") situated in the City of Wildomar, County of Riverside, State of California, as depicted on Exhibit "A" of Attachment "B," attached hereto and incorporated herein by reference. This easement shall include, without limitation, the right and privilege of Authorized Personnel to (i) use, control, and occupy the Property in order to perform all activities as may be necessary for the construction of roadway improvements; (ii) have access to, ingress to, and egress from the Property; (iii) use and temporarily place, store, and operate tools, equipment, machinery, and materials on and within the Property; (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora within the Property Area. Hereinafter, items (i)-(iv) shall be collectively referred to herein as the "Work."

During the term of the easement, the owner of the Larger Parcel shall be permitted to access and use the Property to the extent such access and use does not interfere with use of the Property by Authorized Personnel for the Work. The City will at all times during the term of the easement allow the owner of the Larger Parcel to have and maintain reasonable access to and from the Larger Parcel.

At the expiration of the temporary construction easement, the City will restore or have restored the temporary construction easement area as reasonably as possible to the pre-existing condition or to a condition mutually agreed upon within a reasonable time. The City, however, shall not be required to restore vegetation to the pre-existing condition. The City will at all times during the TCE term allow the property owner(s) to have and maintain reasonable access to and from the Larger Parcel. Upon completion of the Work, City will cause all of the equipment, materials, tools, trash, and debris to be removed from the TCE area.

The term of the temporary construction easement shall be for a period not to exceed twelve (12) months, which shall commence following written notice provided to the owner of the Larger Parcel. In no event shall the term of the TCE extend beyond December 31, 2026.

3. The Easements are necessary for the completion of the Project. The City is authorized to acquire the Easements by eminent domain for the public use set forth herein in accordance with the California Constitution, Article 1, Section 19; the California Eminent Domain Law, Code of Civil Procedure Section 1230.010 *et seq*., including, but not limited to, sections 1240.010 through 1240.050 inclusive, and sections 1240.110, 1240.120, 1240.220, 1240.320, 1240.330, 1240.350, 1240.410, 1240.510, 1240.610, 1240.650; Government Code Section 37350.5, 40404, and other provisions of law.

4. On August 8, 2023, the City mailed a Notice of Hearing regarding the intent of the City Council of the City of Wildomar to consider adoption of a resolution of necessity for acquisition by eminent domain of the Easements. The Notice of Hearing was mailed to all persons whose name(s) appear on the last Equalized County Assessment Roll as having an interest in the Property, to the addresses appearing on the Roll. The Notice of Hearing advised the persons of their right to be heard on the matters referred to in the Notice of Hearing on the date and at the time and place stated.

5. The hearing referenced in the Notice of Hearing was held on September 13, 2023, at the time and place stated in the Notice of Hearing. All interested parties were given an opportunity to be heard. The hearing was then closed.

6. Based upon the evidence presented in the staff report and materials provided to Council, and evidence and testimony presented at the hearing, the City Council of the City of Wildomar finds, determines, declares, and resolves each of the following:

    A. The public interest and necessity require the proposed Project;

    B. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

    C. The interest in property sought to be acquired by eminent domain is necessary

for the proposed Project;

D. The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the property described herein, as well as any other matter regarding the right to take said property by eminent domain, including but not limited to, making the offer required by Government Code Section 7267.2(a);

E. The City has complied with CEQA for the Project. On November 10, 2021, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the Planning Director approved a Notice of Exemption for the Project. No additional findings are necessary to comply with CEQA.; and

F. The Easements herein described are a portion of the larger parcel located at the southeast corner of Palomar Street and Gruwell Street and known by accessor parcel numbers 376-051-001 and 376-051-002 ("Larger Parcel").

7. The City Attorney is hereby authorized to acquire in the name of the City the Easements described in this Resolution in accordance with the provisions of California Eminent Domain Law, to commence an action in eminent domain, to deposit the probable amount of compensation with the State Treasury, to apply to the Superior Court for an order permitting the City to take immediate possession and make immediate use of the property for the Project, and to take all necessary steps to acquire the property under the law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Wildomar at a regular meeting held this **13th day of September, 2023,** by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Joseph Morabito, Mayor

ATTEST:

_____
Janet Morales, CMC, City Clerk

APPROVED AS TO FORM:

_____
Thomas D. Jex, City Attorney

ATTACHMENT A

Permanent Easement

Recording requested by:
City Clerk of the City of Wildomar
WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

FREE RECORDING REQUESTED
DOCUMENTARY TRANSFER TAX $ NONE

A.P. No. 376-051-001 and 376-051-002

Per Gov't Code 11922

PERMANENT EASEMENT

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged,

Jeffrey A. McElrath, Trustee of the Jeffrey A. McElrath Living Trust, dated November 6, 2014, as to Parcel 1 and Jeffrey A. McElrath, a single man as to Parcel 2

as to (hereinafter referred to as "Grantor") hereby grants to **City of Wildomar, a California Municipal** Corporation (hereinafter referred to as "City"), an easement for public road, sidewalk, and utility purposes, over, upon, across, and within the real property in the County of Riverside, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS
EXHIBITS "A-9" AND "B-9" AND MADE A PART HEREOF:

GRANTOR: **Jeffrey A. McElrath, Trustee of the Jeffrey A. McElrath Living Trust, dated November 6, 2014, as to Parcel 1 and Jeffrey A. McElrath, a single man as to Parcel 2**

Dated: _____

_____
Jeffrey A. McElrath, Trustee

Dated: _____

_____
Jeffrey A. McElrath

EXHIBIT "A-9"

LEGAL DESCRIPTION

PERMANENT ROADWAY EASEMENT

PA-09

THAT PORTION OF THE LAND LOCATED IN LOTS 20 THROUGH 24, INCLUSIVE, IN BLOCK 31 OF THE MAP OF THE TOWN OF WILDOMAR, AS SHOWN BY THE MAP ON FILE IN BOOK 6, PAGE 294, OF RECORDS IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS DESCRIBED IN THE TRUST TRANSFER DEEDS, RECORDED JULY 7, 2018, AS DOCUMENT NUMBER 2018-0274544, AND THE GRANT DEED, RECORDED FEBRUARY 1, 2022, AS DOCUMENT NUMBER 2022-0053200, BOTH IN OFFICIAL RECORDS OF RIVERSIDE COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (POB) AT THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN SAID GRANT DEED, BEING ALSO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF PALOMAR STREET, 60.00 FEET WIDE, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 62, AT PAGE 98, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE NORTH 52°54'14" WEST, 250.00 FEET TO A POINT ON THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN SAID GRANT DEED, BEING ALSO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF GRUWELL STREET, 80.00 FEET WIDE, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE SOUTH 37°11'29" WEST, 33.67 FEET, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF GRUWELL STREET;

THENCE LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE NORTH 81°06'45" EAST, 0.24 FEET;

THENCE SOUTH 52°54'14" EAST, 249.83 FEET;

THENCE NORTH 37°11'29" EAST, 33.50 FEET TO THE **POINT OF BEGINNING (POB)**.

CONTAINING 8,375 SQUARE FEET OR 0.19 ACRES, MORE OR LESS.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF PALOMAR STREET BETWEEN CENTRAL AVENUE AND GRUWELL STREET, BEING NORTH 52°54'14" WEST, PER RECORD OF SURVEY FILED IN BOOK 117, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

THIS REAL PROPERTY DESCRIPTION AND ACCOMPANIED **EXHIBIT "B-9"** HAS BEEN PREPARED AT MARK THOMAS BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

BYRON J. CAZAR, L.S. 9337



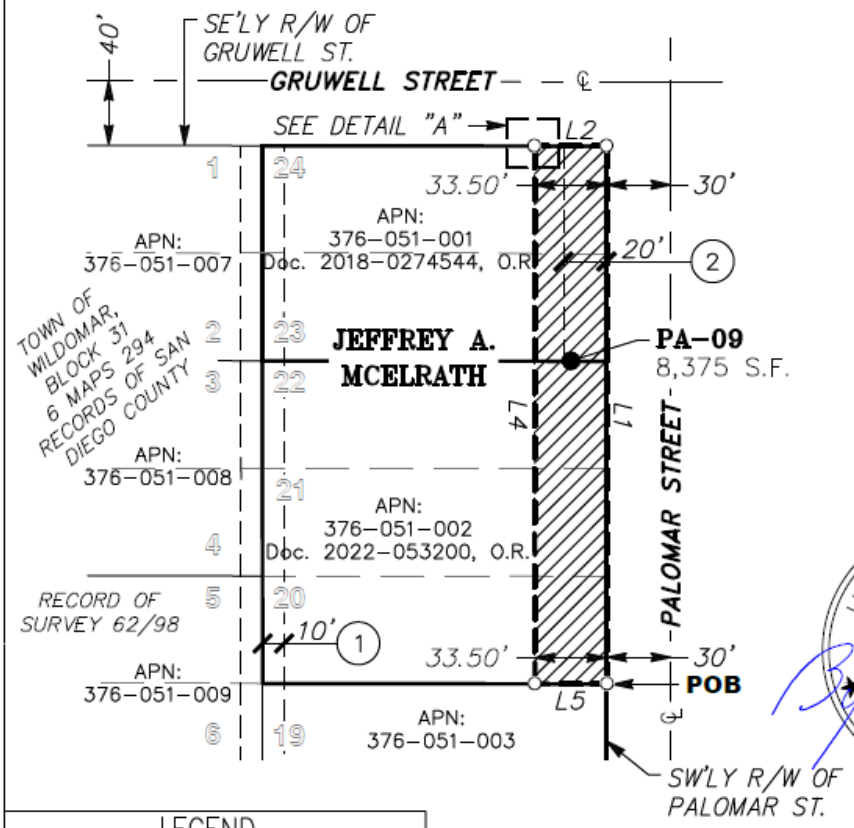
12/20/2022

DATE

EXHIBIT B-9

PARCEL #	TYPE OF INTEREST	AREA	APN
PA–09	PERMANENT ROADWAY EASEMENT	8,375 S.F.	376–051–001/002

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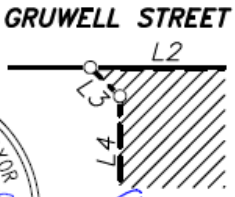


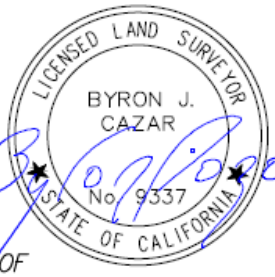
LINE TABLE

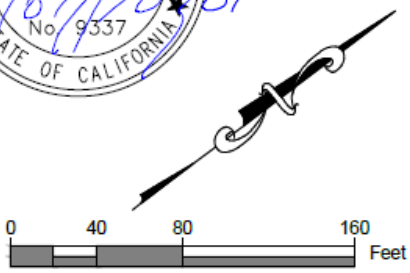
L1	N52°54'14"W 250.00'
L2	S37°11'29"W 33.67'
L3	N81°06'45"E 0.24'
L4	S52°54'14"E 249.83'
L5	N37°11'29"E 33.50'

DETAIL "A"

NOT TO SCALE







SCALE 1" = 80'

LEGEND

	LIMITS OF DESCRIPTION
	EXISTING RIGHT OF WAY
— — — —	EASEMENT AS NOTED
	EXISTING PROPERTY LINE
—— ——	LOT LINE
APN	ASSESSOR'S PARCEL NUMBER
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
○	DIMENSION POINT

NOTES

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF PALOMAR STREET BETWEEN CENTRAL AVENUE & GRUWELL STREET, BEING NORTH 52°54'14" WEST, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 117, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

(1) PUBLIC UTILITIES AND PUBLIC SERVICE FACILITIES PER INSTRUMENT NO. 65718, O.R., REC. 4/06/1978.

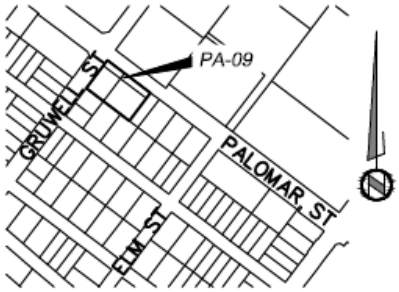
(2) PUBLIC UTILITIES EASEMENT PER INSTRUMENT NO. 260603, O.R., REC. 8/03/1989.

REFERENCES

[1] GRANT DEED FILED Doc.2022–0053200, REC. 2/01/2022, O.R.

[2] GRANT DEED FILED Doc.2018–0274544, REC. 7/06/2018, O.R.

THIS EXHIBIT IS MADE PART OF THE LEGAL DESCRIPTION



VICINITY MAP

NOT TO SCALE

MARK THOMAS

DATE	REV. #	PREPARED BY	SHEET NO.	TOTAL SHEETS
12/20/2022	1	GCP	1	1

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

State of California)
County of _____)

On _____, 2023, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Permanent Easement dated as of_____, 2023, from **Jeffrey A. McElrath, Trustee of the Jeffrey A. McElrath Living Trust, dated November 6, 2014, as to Parcel 1 and Jeffrey A. McElrath, a single man as to Parcel 2** is hereby accepted by the order of the City Council of the City of Wildomar on November 9, 2022, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2023

By: _____

ATTEST:

ATTACHMENT B

Temporary Construction Easement

Parcel File No.# CIP 28-2
Project: Palomar/Gruwell Widening Project
Recording requested by:
City Clerk of the City of Wildomar
WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

FREE RECORDING REQUESTED – Essential to acquisition
City of Wildomar – See Gov't Code 6103

A.P. No. 376-051-001 and 376-051-002 DOCUMENTARY TRANSFER TAX $ NONE

TEMPORARY CONSTRUCTION EASEMENT

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged,

Jeffrey A. McElrath, Trustee of the Jeffrey A. McElrath Living Trust, dated November 6, 2014, as to Parcel 1 and Jeffrey A. McElrath, a single man as to Parcel 2

hereinafter termed Grantor, does hereby grant to the CITY OF WILDOMAR, a municipal corporation, hereinafter termed Grantee, an easement for ingress, egress and construction purposes, including but not limited to the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors (collectively "Authorized Personnel"), for the removal, clearance, grading, and construction of sidewalk and roadway improvements, or other necessary uses, in connection with the project over that certain real property (the "Property") situated in the City of Wildomar, County of Riverside, State of California, as depicted on Exhibit "A" attached hereto and incorporated herein by reference. This easement shall include, without limitation, the right and privilege of Authorized Personnel to (i) use, control, and occupy the Property in order to perform all activities as may be necessary for the construction of roadway improvements; (ii) have access to, ingress to, and egress from the Property; (iii) use and temporarily place, store, and operate tools, equipment, machinery, and materials on and within the Property; (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora within the Property Area. Hereinafter, items (i)-(iv) shall be collectively referred to herein as the "Work." During the term of the easement, Grantor shall be permitted to access and use the Property to the extent such access and use does not interfere with use of the Property by Authorized Personnel for the Work. Easement holder will at all times during the term of the easement allow for owner to have and maintain reasonable access to and from the larger property and maintain reasonable access to and from the larger property, and Grantor will state and coordinate work with owner so as not to unreasonably impede/hinder access to and within the larger property.

The Grantee agrees to restore or have restored the temporary construction easement area as reasonably as possible to the pre-existing condition or to a condition mutually agreed upon within a reasonable time.

Grantee shall be responsible for any accident occurring on the Property during the term of this easement caused by Grantee's negligent use of the Property or by the negligent acts or conduct of its officers, employees, agents, contractors or subcontractors. It is further understood and agreed that this easement shall extend for a period of twelve (12) months commencing at the recordation of the Easement. Grantee shall provide Grantor written notice upon recordation to confirm commencement date. In no event shall the TCE extend beyond March 31, 2024.

In the event Grantee is unable to complete the Project before the expiration of the Temporary Construction Easement period, Grantee shall have the right to extend the Temporary Construction Period for up to twelve (12) months. The Extension Period will begin upon written notice provided by the Grantee to the Grantor. Written notice may be provided by personal delivery, U.S. Mail, or via email, and will state the additional the number of months required to complete the project. The compensation for any such Temporary Construction Easement extension will be $100.00 for each month the TCE is extended, to be paid upon Grantee notification to Grantor of the need for an extension. In no event shall the TCE extension extend beyond March 31, 2025.

All of the terms, conditions, and restrictions set forth in the Temporary Construction Easement shall run with the land of the property and shall bind and inure to the benefit of GRANTOR, GRANTEE, and their respective successors and assigns as owners of the interests in the property.

SEE DEPICTION ATTACHED HERETO AND MADE A PART HEREOF IN EXHIBIT “A”.

GRANTOR: Jeffrey A. McElrath, Trustee of the Jeffrey A. McElrath Living Trust, dated November 6, 2014, as to Parcel 1 and Jeffrey A. McElrath, a single man as to Parcel 2

Dated: _____ By: _____

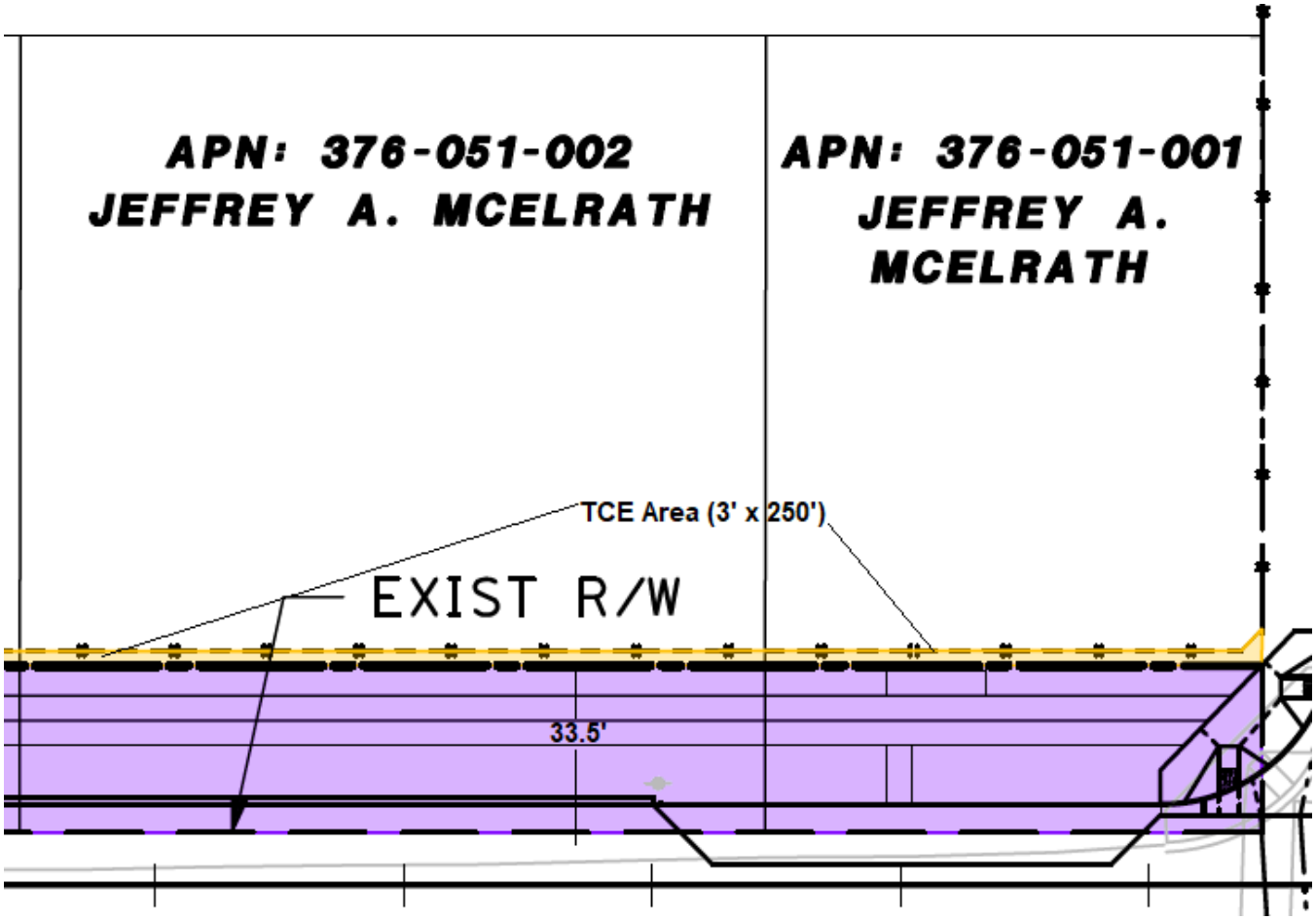
Print Name: Jeffrey A. McElrath, Trustee

Dated: _____ By: _____

Print Name: Jeffrey A. McElrath

EXHIBIT A

Depiction of Temporary Construction Easement Area



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

State of California)
County of _____)

On _____, 2023, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____(Seal)

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Temporary Construction Easement dated as of _____, 2023, from **Jeffrey A. McElrath, Trustee of the Jeffrey A. McElrath Living Trust, dated November 6, 2014, as to Parcel 1 and Jeffrey A. McElrath, a single man as to Parcel 2** is hereby accepted by the order of the City Council of the City of Wildomar on November 9, 2022, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2023

By: _____

ATTEST: _____

CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.5
Meeting Date: September 13, 2023

SUBJECT: Consideration of Resolution of Necessity for Condemnation of Improved Property located at 23690 Bundy Canyon Road for the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2)

SUBMITTED BY: Jason Farag

PREPARED BY: Thomas D Jex

ACTION:

1. Conduct a hearing on the proposed Resolution 2023-__ of the City of Wildomar finding and determining that the public interest, convenience, and necessity require the acquisition of certain property for public purposes; and
2. Review the evidence presented, including this staff report and public comments, and close the hearing; and
3. Find that on September 10, 2014, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the City Council adopted Resolution 2014-048 certifying an Environmental Impact Report for the Project, and that on September 9, 2020, the City Council adopted Resolution 2020-62, approving an Addendum to the Environmental Impact Report, and that no additional CEQA findings are required for the Project; and
4. Adopt Resolution 2023- __ entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES.

SUMMARY:

To complete the construction associated with the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2) ("Project"), certain easements (or rights-of-way) are required from adjacent property owners. This item considers a Resolution of Necessity for Condemnation of Improved Property over which easements are needed to allow for the construction of the Project.

BACKGROUND:
The Bundy Canyon Road Improvement Project (Overall Project) pertains to an approximate three-mile stretch of Bundy Canyon Road in the City of Wildomar. Segment 1 of the project pertains to the west portion of the project, between Cherry Street and east of Oak Canyon Drive. Segment 2 runs from east of Oak Canyon Drive to east of The Farm Road, and Segment 3 of the project is located between The Farm Road and Sunset Avenue (approximately one mile).

Most of Bundy Canyon Road contains two traffic lanes (one in each direction). The purpose of the Project is to widen the road to four lanes (two in each direction) and realign portions of the road. Improvements will also include a new multi-use trail, new storm drains, the construction of a center striped median, left-turn lanes at major intersections, signage, and the addition and modification of traffic signals at certain intersections. The Project is intended to improve traffic flow in the area and enhance the safety of the roadway.

On September 10, 2014, in accordance with the California Environmental Quality Act ("CEQA") and State CEQA Guidelines §15070, the City Council adopted Resolution 2014-48 certifying an Environmental Impact Report (EIR) for the Project. On September 9, 2020, the City Council adopted Resolution 2020-62 approving an Addendum to the EIR for the Project.

DISCUSSION:
In order to complete the construction of the Project, the City must acquire a portion of the improved parcel located at 23690 Bundy Canyon Road, and identified by accessor parcel number 66-320-006 ("Larger Parcel"). The Larger Parcel is zoned RR (Rural Residential) and is owned by John Chung Hwe Park and Moon Hwa Park ("Owner").

For the purpose of the Project, the City is seeking to acquire three easements over the Larger Parcel: (1) a permanent road easement containing 28,436 square feet, (2) a permanent slope and drainage easement containing 19,024 square feet, and (3) a 24-month temporary construction (TCE) easement containing 10,474 square feet (collectively the "Easements"). The Easements are more particularly described and depicted in the proposed Resolution attached hereto. While the larger parcel is utilized as an improved residential/equestrian property (Oak Meadows Ranch), the existing buildings will not be impacted by the Easements.

On July 18, 2023, City Staff tendered an offer to the Owner in the amount of $109,000 for the Easements ("Offer"). The Offer was based on an appraisal prepared by a licensed appraiser. City Staff and the City's Right of Way agents have attempted in earnest to negotiate a purchase of the Easements, and although negotiations are ongoing and will continue, the acquisition of the Easements has not been consummated. The City requires possession and use of the Easements before work on the Larger Parcel can commence and there are no assurances that an agreement between the parties will be reached in order to meet the Project's construction schedule; therefore, a Resolution of Necessity is being requested.

Pursuant to California Government Code Sections 7267.2, 37350.5, and 40404, and California Code of Civil Procedure Section 1230.010 et seq., 1240.410 and 1240.020, and Section 19, Article I of the California Constitution, and other authorities, the City is authorized to acquire the aforementioned Easements by eminent domain, provided certain procedural steps are followed.

The City must make an offer to purchase to the property owner, which offer must be transmitted in writing, based upon an appraisal. City tendered a statutory Offer to purchase the Easements as required by law based upon an approved appraisal (Attachment A). To date, the offer has not been accepted.

It is now necessary that an action in eminent domain be commenced to acquire the Easements referenced above. Prior to the filing of the action, the City must hold a hearing on the proposed Resolution of Necessity (attached) and provide the Owner an opportunity to be heard.

In addition, the hearing must be duly noticed. Attached is a copy of the Notice of Hearing, which was issued on August 17, 2023, in accordance with the applicable statutes (Attachment B).

After conducting the public hearing, if the Council finds that the public necessity so requires, City should adopt the attached Resolution of Necessity, authorizing condemnation proceedings for the purpose of acquiring the Easements.

The findings which need to be made, are as set forth in the Resolution of Necessity. Specifically, the Council must find:

1. That the public interest and necessity require the acquisition of the proposed Project. As proposed, the Project will serve public purposes, as discussed above;
2. That the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury. City evaluated different Project design options to identify any overall Project cost and real estate impacts in an effort to ensure the least private injury. It was determined that Project in its currently proposed iteration will be most compatible with the greatest public good and the least private injury.
3. That the Easements are necessary for the proposed Project. A permanent roadway easement is needed for roadway, sidewalk, and improvements to Bundy Canyon Road, and the slope and drainage easement is necessary for proper drainage along the roadway. In addition, a temporary construction easement is needed in order to construct the Project improvements within the Easements and Project area.
4. That City made the offer to purchase as required by section 7267.2 of the California Government Code. The Statutory Offer to Purchase was tendered to the owner of the Property on July 18, 2023.

5. That the necessary notice of hearing to consider the adoption of the Resolution of Necessity has been given, as required by Code of Civil Procedure section 1245.235. As evidenced by Attachment B, this notice was issued on August 17, 2023.
6. That City has complied with CEQA for the Project. On September 10, 2014, in accordance with the California Environmental Quality Act ("CEQA") and State CEQA Guidelines §15070, the City Council adopted Resolution 2014-48 certifying an Environmental Impact Report for the Project, and on September 9, 2020, the City Council adopted Resolution 2020-62 approving an Addendum to the Environmental Impact Report for the Project No additional findings are necessary to comply with CEQA.
7. The Easements are necessary for the purpose specified in Section 1240.350 of the Code of Civil Procedure, and as such the taking is authorized by Section 1240.350 of the Code of Civil Procedure. This project is in compliance with Section 1240.350 in that the proposed road widening, sidewalks, and storm drains along Bundy Canyon Road in the City, is a public need and is for the greater good of the public's interest and balances the various hardships of all parties affected by this taking.

Questions relating to value are not relevant to this proceeding. However, that does not mean that negotiations for the acquisition of the Easements are at an end. If City adopts the Resolution of Necessity, after the hearing, negotiations for the acquisition of the Easements may continue.

The proposed Resolution of Necessity must be adopted by a two-thirds majority vote.

FISCAL IMPACT:
Funds are available for the acquisition of this Property and are included in the City's FY 2023-24 budget. Legal costs related to the eminent domain proceedings are unknown at this time are dependent upon whether or not an agreement can be reached with the property owner. Legal costs will be paid for from the approved Project budget. Staff will track the related costs and bring forward a budget amendment if additional budget is needed for this process.

ACCOUNT CODE:
CIP 026-2: Fund No. 503-909-0002-58120 - Right of Way Acquisition

ATTACHMENTS:
Resolution
Presentation
A - Offer Letter
B - Notice of Hearing

RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES

WHEREAS, the City Council has determined that the City of Wildomar ("City") needs to acquire certain property interests in connection with the construction of the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2) ("Project").

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Wildomar, by vote of two-thirds or more of its members, FINDS, DETERMINES, DECLARES, AND RESOLVES the following:

1. The City intends to construct the Project, which is intended to improve traffic flow and enhance safety by widening the roadway, constructing a multi-use trail, constructing storm drains, constructing a center striped median, left-turn lanes at major intersections, signage, and add traffic signals at certain intersections along Bundy Canyon Road. The Project is for a public use.

2. To complete construction on the Project, the City must acquire the below described easements (collectively "Easements"):

    a. A permanent roadway easement comprised of a total of 28,436 square feet. The City may use the permanent road easement for public road and utility purposes, including drainage purposes, over, upon, across, and within the real property that is more particularly described and depicted in Exhibits "A" and "B" of Attachment 1, attached hereto and incorporated herein by reference.

    b. A permanent slope and drainage easement comprised of a total of 19,024 square feet. The City may use the permanent slope and drainage easement for slope and drainage purposes, with the right of ingress and egress for maintenance over, upon, across, and within the real property that is more particularly described and depicted in Exhibits "A" and "B" of Attachment 2, attached hereto and incorporated herein by reference.

    c. A 10,474 square foot temporary construction easement ("TCE") allowing the City, its successors and assigns, an easement for ingress, egress and construction purposes, including but not limited to the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors (collectively "Authorized Personnel"), for the removal, clearance, grading, and construction of a multi-use trail, and roadway improvements, or other necessary uses, in connection with the Project over that certain real property (the "Property") situated in the City of Wildomar, County of Riverside, State of California, as depicted on Exhibit "A" of Attachment 3, attached hereto and incorporated herein

by reference. This easement shall include, without limitation, the right and privilege of Authorized Personnel to (i) use, control, and occupy the Property in order to perform all activities as may be necessary for the construction of roadway improvements; (ii) have access to, ingress to, and egress from the Property; (iii) use and temporarily place, store, and operate tools, equipment, machinery, and materials on and within the Property; (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora within the Property area. Hereinafter, items (i)-(iv) shall be collectively referred to herein as the "Work." During the term of the easement, the owner of the Larger Parcel shall be permitted to access and use the Property to the extent such access and use does not interfere with use of the Property by Authorized Personnel for the Work. The City will at all times during the term of the easement allow the owner of the Larger Parcel to have and maintain reasonable access to and from the Larger Parcel.

At the expiration of the temporary construction easement, the City will restore or have restored the temporary construction easement area as reasonably as possible to the pre-existing condition or to a condition mutually agreed upon within a reasonable time. The City, however, shall not be required to restore vegetation to the pre-existing condition. The City will at all times during the TCE term allow the property owner(s) to have and maintain reasonable access to and from the Larger Parcel. Upon completion of the Work, City will cause all of the equipment, materials, tools, trash, and debris to be removed from the TCE area.

The term of the temporary construction easement shall be for a period not to exceed twenty-four (24) months, which shall commence following written notice provided to the owner of the Larger Parcel. In no event shall the term of the TCE extend beyond December 31, 2026.

3. The Easements are necessary for the completion of the Project. The City is authorized to acquire the Easements by eminent domain for the public use set forth herein in accordance with the California Constitution, Article 1, Section 19; the California Eminent Domain Law, Code of Civil Procedure Section 1230.010 *et seq*., including, but not limited to, sections 1240.010 through 1240.050 inclusive, and sections 1240.110, 1240.120, 1240.220, 1240.320, 1240.330, 1240.350, 1240.410, 1240.510, 1240.610, 1240.650; Government Code Section 37350.5, 40404, and other provisions of law.

4. On August 17, 2023, the City mailed a Notice of Hearing regarding the intent of the City Council of the City of Wildomar to consider adoption of a resolution of necessity for acquisition by eminent domain of the Easements. The Notice of Hearing was mailed to all persons whose name(s) appear on the last Equalized County Assessment Roll as having an interest in the Property, to the addresses appearing on the Roll. The Notice of Hearing advised the persons of their right to be heard on the matters referred to in the Notice of Hearing on the date and at the time and place stated.

5. The hearing referenced in the Notice of Hearing was held on September 13, 2023, at the time and place stated in the Notice of Hearing. All interested parties were given an opportunity to be heard. The hearing was then closed.

6. Based upon the evidence presented in the staff report and materials provided to Council, and evidence and testimony presented at the hearing, the City Council of the City of

Wildomar finds, determines, declares, and resolves each of the following:

A. The public interest and necessity require the proposed Project;

B. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

C. The interest in property sought to be acquired by eminent domain is necessary for the proposed Project;

D. The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the property described herein, as well as any other matter regarding the right to take said property by eminent domain, including but not limited to, making the offer required by Government Code Section 7267.2(a);

E. The City has complied with CEQA for the Project. On September 10, 2014, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the City Council adopted Resolution 2014-48 certifying an Environmental Impact Report for the Project, and on September 9, 2020, the City Council adopted Resolution 2020-62 approving an Addendum to the Environmental Impact Report for the Project. No additional findings are necessary to comply with CEQA.; and

F. The Easements herein described are a portion of the larger parcel located at 23690 Bundy Canyon Road and known by accessor parcel number 66-230-006 ("Larger Parcel").

7. The City Attorney is hereby authorized to acquire in the name of the City the Easements described in this Resolution in accordance with the provisions of California Eminent Domain Law, to commence an action in eminent domain, to deposit the probable amount of compensation with the State Treasury, to apply to the Superior Court for an order permitting the City to take immediate possession and make immediate use of the property for the Project, and to take all necessary steps to acquire the property under the law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Wildomar at a regular meeting held this **13th day of September, 2023,** by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Joseph Morabito, Mayor

ATTEST:

Janet Morales, CMC, City Clerk

APPROVED AS TO FORM:

Thomas D. Jex, City Attorney

ATTACHMENT 1

Permanent Road Easement

Recording requested by:
City Clerk of the City of Wildomar
WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

FREE RECORDING REQUESTED
DOCUMENTARY TRANSFER TAX $ NONE

A.P. No. 366-320-006 Per Gov't Code 11922

PUBLIC ROAD & UTILITY EASEMENT

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged,

John Chung Hwe Park and Moon Hwa Park, husband and wife, as joint tenants

as to (hereinafter referred to as "Grantor") hereby grants to **City of Wildomar, a California Municipal** Corporation (hereinafter referred to as "City"), an easement for public road, sidewalk, and utility purposes, over, upon, across, and within the real property in the County of Riverside, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS
EXHIBITS "A" AND "B" AND MADE A PART HEREOF:

GRANTOR:

Dated: _____

_____
John Chung Hwe Park

Dated: _____

_____
Moon Wha Park

EXHIBIT A

EXHIBIT "A"
LEGAL DESCRIPTION
0655-047A

A PORTION OF THE LAND DESCRIBED BY INSTRUMENT NUMBER 2004-0349894, RECORDED MAY 11, 2004, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA BEING A PORTION OF THE EASTERLY 660 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, (BEING ALSO THE WESTERLY LINE OF PARCEL MAP NO.10995, AS SHOWN BY MAP ON FILE IN BOOK 62, PAGES 88 AND 89 OF PARCEL MAPS, RECORDS OF THE RECORDER OF SAID RIVERSIDE COUNTY), WITH THE CENTERLINE OF BUNDY CANYON ROAD (60.00 FEET WIDE) AS SHOWN BY PLAT 607-T ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF THE COUNTY OF RIVERSIDE, WHICH MAP IS DATED JANUARY 1934;

THENCE ALONG SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24 NORTH 01°19'42" EAST, A DISTANCE OF 45.84 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID BUNDY CANYON ROAD (30.00 FOOT HALF-WIDTH) AS SHOWN BY SAID PLAT 607-T AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF BUNDY CANYON ROAD SOUTH 42°12'28" WEST, A DISTANCE OF 343.19 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1029.88 FEET;

THENCE CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 07°13'19", AN ARC DISTANCE OF 129.81 FEET;

THENCE CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE SOUTH 34°59'09" WEST, A DISTANCE OF 643.26 FEET TO THE EASTERLY LINE OF PARCEL MAP NO. 10246, AS SHOWN BY MAP ON FILE IN BOOK 61, PAGES 18 AND 19 OF PARCEL MAPS, RECORDS OF THE RECORDER OF SAID RIVERSIDE COUNTY;

THENCE ALONG SAID EASTERLY LINE NORTH 01°18'34" EAST, A DISTANCE OF 140.91 FEET;

THENCE SOUTH 59°21'23" EAST, A DISTANCE OF 37.02 FEET TO THE BEGINNING OF NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,973.00 FEET, AND AN INITIAL RADIAL BEARING OF NORTH 59°21'23" WEST;

THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 11°33'51" AN ARC DISTANCE OF 398.21 FEET;

THENCE NORTH 42°12'28" EAST, A DISTANCE OF 609.45 FEET TO SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, (BEING ALSO THE WESTERLY LINE OF PARCEL MAP NO. 10995);

THENCE ALONG SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24 SOUTH 01°19'42" WEST, A DISTANCE OF 10.70 FEET TO THE **TRUE POINT OF BEGINNING**.

PARCEL CONTAINS 28,435 SQ. FT. OR 0.653 ACRES, MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION
0655-047A

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000105670 TO OBTAIN GROUND DISTANCE.

EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF, BY THIS REFERENCE.

PREPARED UNDER MY SUPERVISION:

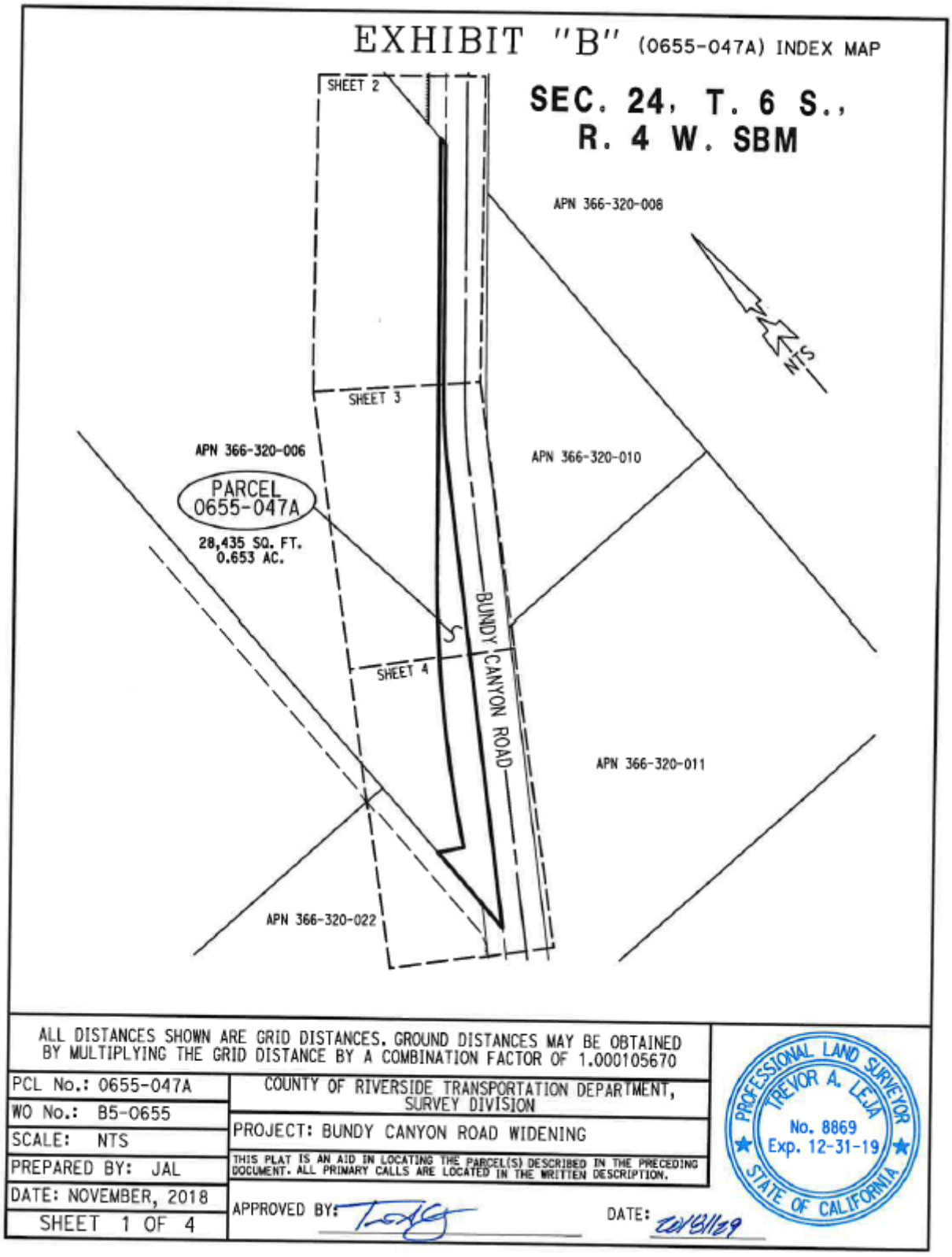
TREVOR A. LEJA P.L.S. 8869

2018 11 29
DATED:



EXHIBIT B

Plat Map



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

State of California)
County of _____)

On _____, 2023, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared ___, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Permanent Easement dated as of_____, 2023, from **John Chung Hwe Park and Moon Hwa Park** is hereby accepted by the order of the City Council of the City of Wildomar on July 13, 2023, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2023

By: _____

ATTEST:

ATTACHMENT 2

Permanent Slope and Drainage Easement

Recording requested by:
City Clerk of the City of Wildomar
WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

FREE RECORDING REQUESTED
DOCUMENTARY TRANSFER TAX $ NONE

A.P. No. 366-320-006 Per Gov't Code 11922

PERMANENT SLOPE & DRAINAGE EASEMENT

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged,

John Chung Hwe Park and Moon Hwa Park, husband and wife, as joint tenants

as to (hereinafter referred to as "Grantor") hereby grants to **City of Wildomar, a California Municipal** Corporation (hereinafter referred to as "City"), an easement for slope and drainage purposes, with the right of ingress and egress for maintenance over, upon, across, and within the real property in the County of Riverside, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS
EXHIBITS "A" AND "B" AND MADE A PART HEREOF:

GRANTOR:

Dated: _____

_____
John Chung Hwe Park

Dated: _____

_____
Moon Hwa Park

EXHIBIT A

EXHIBIT "A"
SLOPE AND DRAINAGE EASEMENT
LEGAL DESCRIPTION
0655-047B

A PORTION OF THE LAND DESCRIBED BY INSTRUMENT NUMBER 2004-0349894, RECORDED MAY 11, 2004, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA BEING A PORTION OF THE EASTERLY 660 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, (BEING ALSO THE WESTERLY LINE OF PARCEL MAP NO.10995, AS SHOWN BY MAP ON FILE IN BOOK 62, PAGES 88 AND 89 OF PARCEL MAPS, RECORDS OF THE RECORDER OF SAID RIVERSIDE COUNTY), WITH THE CENTERLINE OF BUNDY CANYON ROAD (60.00 FEET WIDE) AS SHOWN BY PLAT 607-T ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF THE COUNTY OF RIVERSIDE, WHICH MAP IS DATED JANUARY 1934;

THENCE ALONG SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24 NORTH 01°19'42" EAST, A DISTANCE OF 56.54 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 42°12'28" WEST, A DISTANCE OF 609.45 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,973.00 FEET;

THENCE ALONG SAID CURVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 11°33'51" AN ARC DISTANCE OF 398.21 FEET;

THENCE NORTH 59°21'23" WEST, A DISTANCE OF 32.51 FEET;

THENCE NORTH 36°09'00" EAST, A DISTANCE OF 396.33 FEET;

THENCE SOUTH 70°39'16" EAST, A DISTANCE OF 21.72 FEET;

THENCE NORTH 42°12'28" EAST, A DISTANCE OF 624.66' FEET TO SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 24, (BEING ALSO THE WESTERLY LINE OF PARCEL MAP NO.10995) ;

THENCE ALONG SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24 SOUTH 01°19'42" WEST, A DISTANCE OF 20.80 FEET TO THE **TRUE POINT OF BEGINNING**.

PARCEL CONTAINS 19,024 SQ. FT. OR 0.437 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000105670 TO OBTAIN GROUND DISTANCE.

EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF, BY THIS REFERENCE.

EXHIBIT "A"
SLOPE AND DRAINAGE EASEMENT
LEGAL DESCRIPTION
0655-047B

PREPARED UNDER MY SUPERVISION:

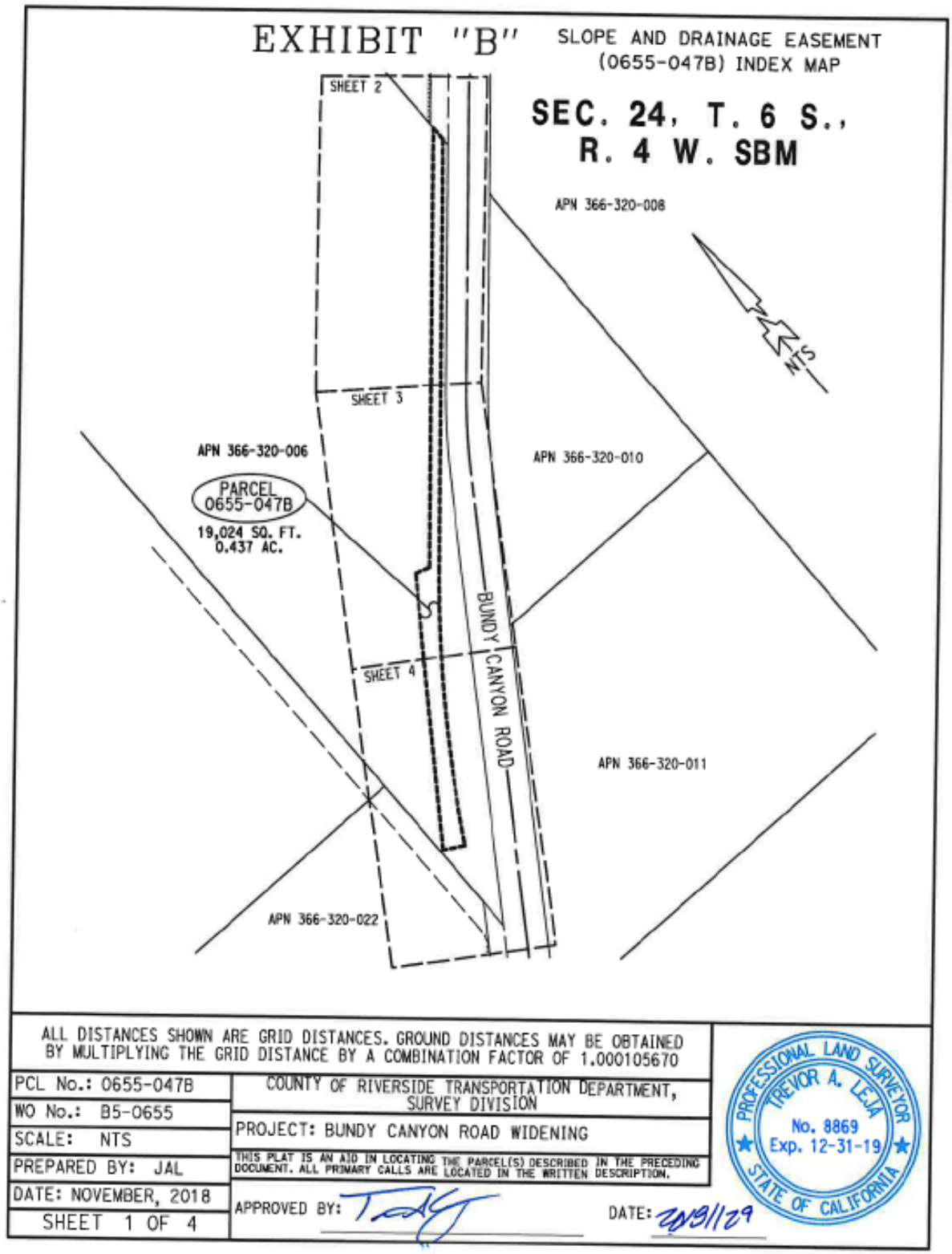
TREVOR A. LEJA P.L.S. 8869

2/13/19
DATED:



EXHIBIT B

Plat Map



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

State of California)
County of _____)

On _____, 2023, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared ___, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Permanent Slope & Drainage Easement dated as of _____, 2023, from **John Chung Hwe Park and Moon Hwa Park** is hereby accepted by the order of the City Council of the City of Wildomar on _____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2023

By: _____

ATTEST:

ATTACHMENT 3

Temporary Construction Easement

Parcel File No. PID 47
Project: Bundy Canyon Road Widening – Segment 2
Recording requested by:
City Clerk of the City of Wildomar
WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

FREE RECORDING REQUESTED – Essential to acquisition
City of Wildomar – See Gov't Code 6103

A.P. No. 366-320-006 DOCUMENTARY TRANSFER TAX $ NONE

TEMPORARY CONSTRUCTION EASEMENT

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged,

John Chung Hwe Park and Moon Hwa Park, husband and wife, as joint tenants

hereinafter termed Grantor, does hereby grant to the CITY OF WILDOMAR, a municipal corporation, hereinafter termed Grantee, an easement for ingress, egress and construction purposes, including but not limited to the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors (collectively "Authorized Personnel"), for the removal, clearance, grading, and construction of a roadway improvements, or other necessary uses, in connection with the project over that certain real property (the "Property") situated in the City of Wildomar, County of Riverside, State of California, as depicted on Exhibit "A" attached hereto and incorporated herein by reference. This easement shall include, without limitation, the right and privilege of Authorized Personnel to (i) use, control, and occupy the Property in order to perform all activities as may be necessary for the construction of roadway improvements; (ii) have access to, ingress to, and egress from the Property; (iii) use and temporarily place, store, and operate tools, equipment, machinery, and materials on and within the Property; (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora within the Property Area. Hereinafter, items (i)-(iv) shall be collectively referred to herein as the "Work." During the term of the easement, Grantor shall be permitted to access and use the Property to the extent such access and use does not interfere with use of the Property by Authorized Personnel for the Work. Easement holder will at all times during the term of the easement allow for owner to have and maintain reasonable access to and from the larger property and maintain reasonable access to and from the larger property, and Grantor will state and coordinate work with owner so as not to unreasonably impede/hinder access to and within the larger property.

The Grantee agrees to restore or have restored the temporary construction easement area as reasonably as possible to the pre-existing condition or to a condition mutually agreed upon within a reasonable time.

Grantee shall be responsible for any accident occurring on the Property during the term of this easement caused by Grantee's negligent use of the Property or by the negligent acts or conduct of its officers, employees, agents, contractors or subcontractors. It is further understood and agreed that this easement shall extend for a period of twenty-four (24) months commencing at the recordation of the Easement. Grantee shall provide Grantor written notice upon recordation to confirm commencement date. In no event shall the TCE extend beyond September 30, 2025.

In the event Grantee is unable to complete the Project before the expiration of the Temporary Construction Easement period, Grantee shall have the right to extend the Temporary Construction Period for up to twelve (12) months. The Extension Period will begin upon written notice provided by the Grantee to the Grantor. Written notice may be provided by personal delivery, U.S. Mail, or via email, and will state the additional the number of months required to complete the project. The compensation for any such Temporary Construction Easement extension will be $141.00 for each month the TCE is extended, to be paid upon Grantee notification to Grantor of the need for an extension. In no event shall the TCE extension extend beyond September 30, 2026.

All of the terms, conditions, and restrictions set forth in the Temporary Construction Easement shall run with the land of the property and shall bind and inure to the benefit of GRANTOR, GRANTEE, and their respective successors and assigns as owners of the interests in the property.

SEE DEPICTION ATTACHED HERETO AND MADE A PART HEREOF IN EXHIBIT “A”..

GRANTOR: John Chung Hwe Park and Moon Hwa Park, husband and wife, as joint tenants

Dated: _____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT A

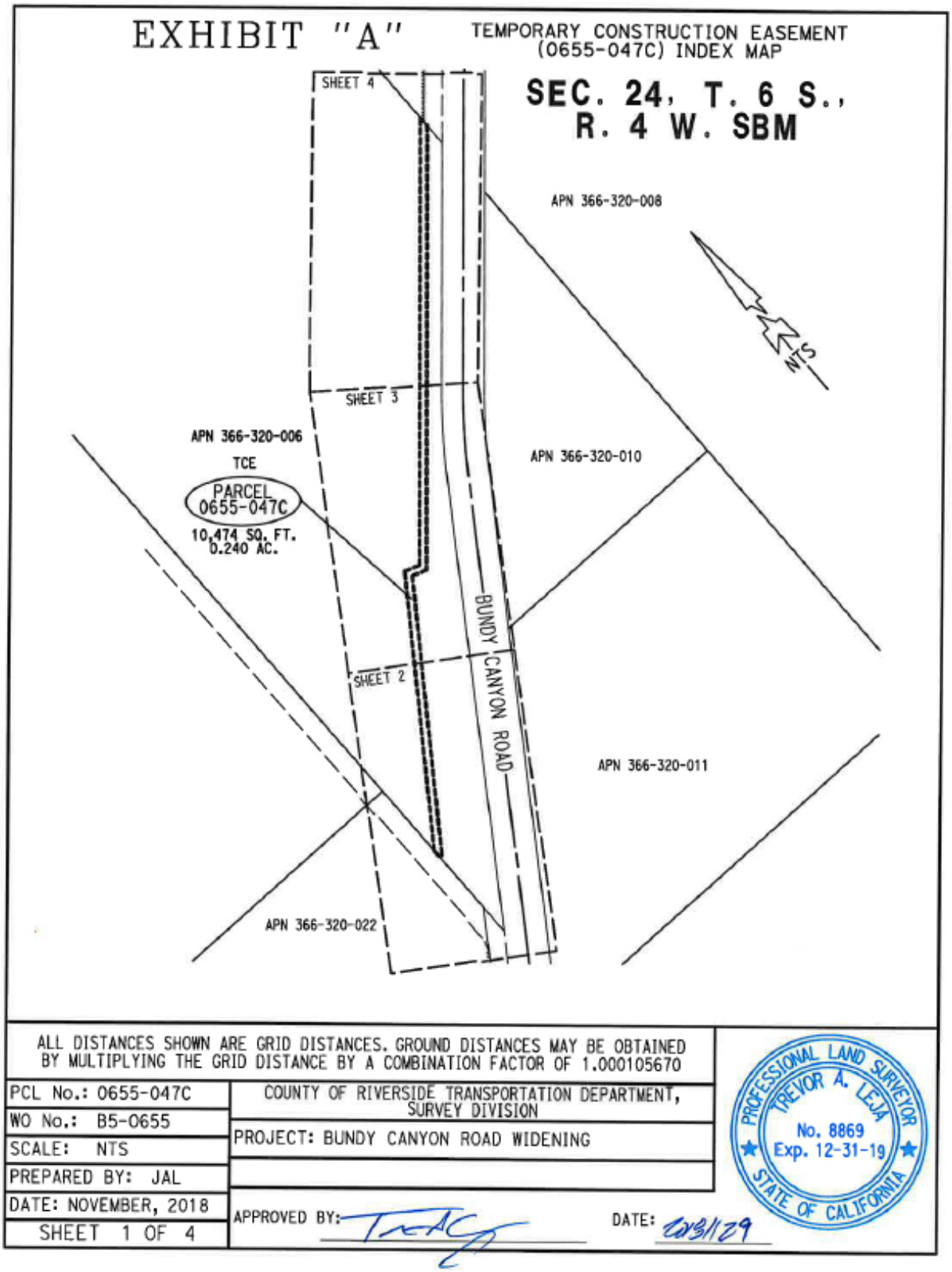

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
(0655-047C) INDEX MAP
SEC. 24, T. 6 S., R. 4 W. SBM
SHEET 4
SHEET 3
SHEET 2
APN 366-320-008
APN 366-320-006
TCE
PARCEL 0655-047C
10,474 SQ. FT.
0.240 AC.
APN 366-320-010
APN 366-320-011
APN 366-320-022
BUNDY CANYON ROAD
N
S
NTS
ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000105670
PCL No.: 0655-047C
WO No.: B5-0655
SCALE: NTS
PREPARED BY: JAL
DATE: NOVEMBER, 2018
SHEET 1 OF 4
COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
PROJECT: BUNDY CANYON ROAD WIDENING
APPROVED BY:
DATE: 10/31/19
PROFESSIONAL LAND SURVEYOR
TREVOR A. LEJA
No. 8869
Exp. 12-31-19
STATE OF CALIFORNIA

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT
(0655-047C)

SEC. 24, T. 6 S., R. 4 W. SBM

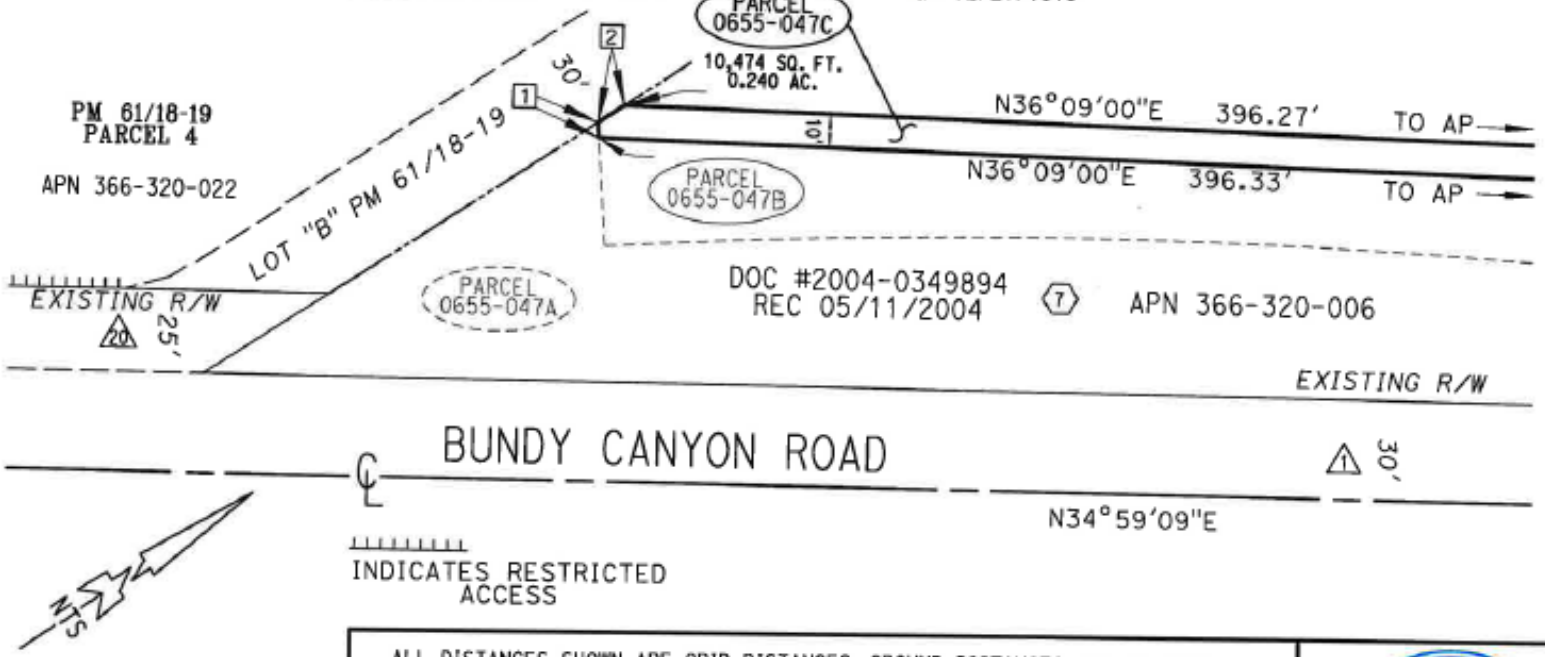
EASEMENT NOTES

(7) DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY SOUTH ELSINORE MUTUAL WATER COMPANY PER BK 176 PG 293 et seq. OF OFFICIAL RECORDS, BLANKET IN NATURE

RIGHT-OF-WAY NOTES

(1) RIGHT OF WAY ADOPTED BY BOARD RESOLUTION DATED, 2/24/1948 IN SUPERVISORS MINUTES BOOK 40 PAGE 238 THROUGH 240, INCLUSIVE OF DEEDS, AS SHOWN IN THE 1948 RIVERSIDE COUNTY ROAD BOOK, PAGES 37 AND 38

(20) 25' WIDE ADDITIONAL RIGHT-OF-WAY DEDICATED TO THE COUNTY OF RIVERSIDE AND ACCEPTED, PER PM 61/18-19, REC 02/21/1979



LINE TABLE

1	N59°21'23"W 4.51'
2	N01°18'34"E 9.65'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000105670

PCL No.: 0655-047C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY CANYON ROAD WIDENING
SCALE: NTS	
PREPARED BY: JAL	
DATE: NOVEMBER, 2018	APPROVED BY: Trevor A. Leja DATE: 20181129
SHEET 2 OF 4	

PROFESSIONAL LAND SURVEYOR
TREVOR A. LEJA
No. 8869
Exp. 12-31-19
STATE OF CALIFORNIA

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT
(0655-047C)

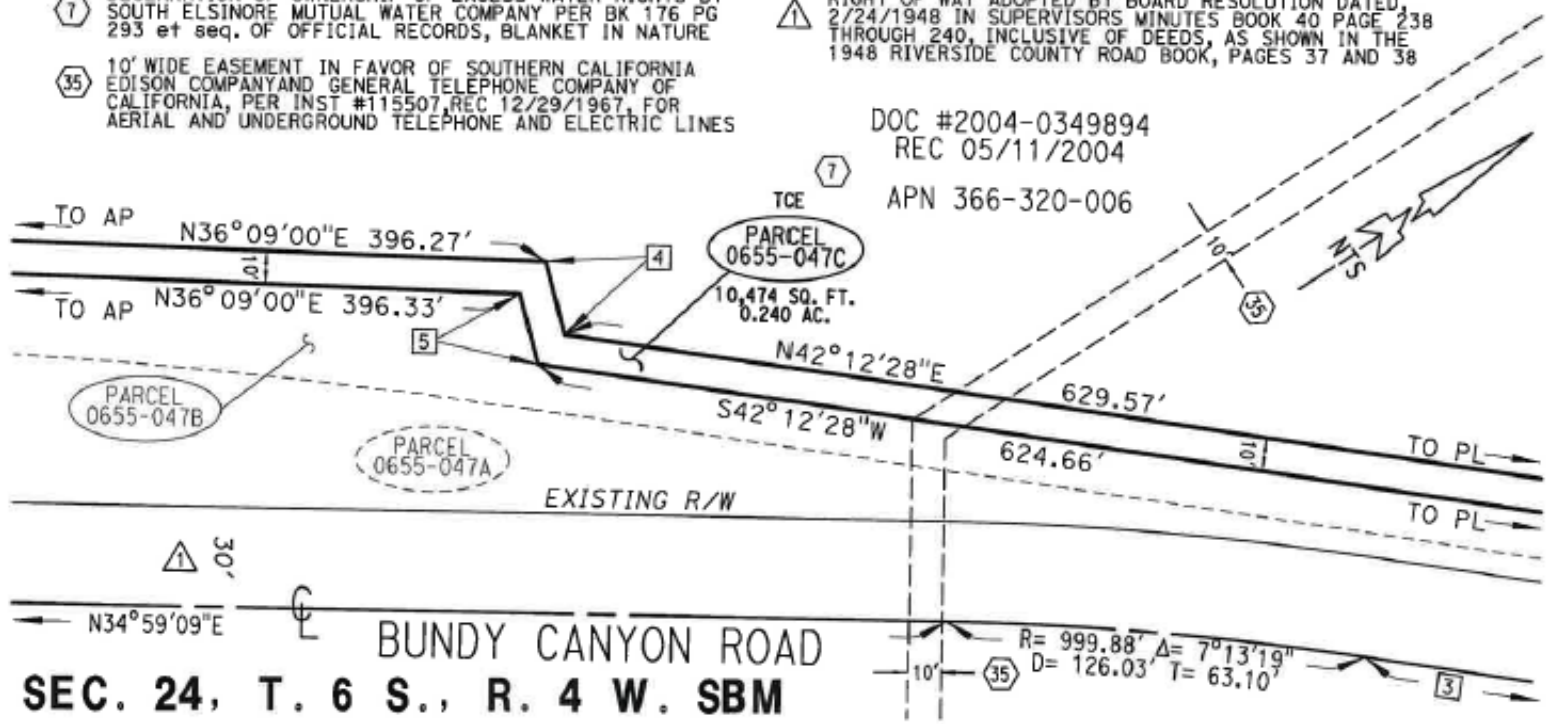
EASEMENT NOTES

(7) DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY SOUTH ELSINORE MUTUAL WATER COMPANY PER BK 176 PG 293 et seq. OF OFFICIAL RECORDS, BLANKET IN NATURE

(35) 10' WIDE EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANYAND GENERAL TELEPHONE COMPANY OF CALIFORNIA, PER INST #115507,REC 12/29/1967, FOR AERIAL AND UNDERGROUND TELEPHONE AND ELECTRIC LINES

RIGHT-OF-WAY NOTES

(1) RIGHT OF WAY ADOPTED BY BOARD RESOLUTION DATED, 2/24/1948 IN SUPERVISORS MINUTES BOOK 40 PAGE 238 THROUGH 240, INCLUSIVE OF DEEDS, AS SHOWN IN THE 1948 RIVERSIDE COUNTY ROAD BOOK, PAGES 37 AND 38



LINE TABLE

3	N42°12'28"E	
4	S70°39'16"E	21.51'
5	S70°39'16"E	21.72'

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000105670

PCL No.: 0655-047C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY CANYON ROAD WIDENING
SCALE: NTS	
PREPARED BY: JAL	
DATE: NOVEMBER, 2018	
SHEET 3 OF 4	APPROVED BY: DATE: 20181129

PROFESSIONAL LAND SURVEYOR
TREVOR A. LEJA
No. 8869
Exp. 12-31-19
STATE OF CALIFORNIA

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT
(0655-047C)

SEC. 24, T. 6 S., R. 4 W. SBM

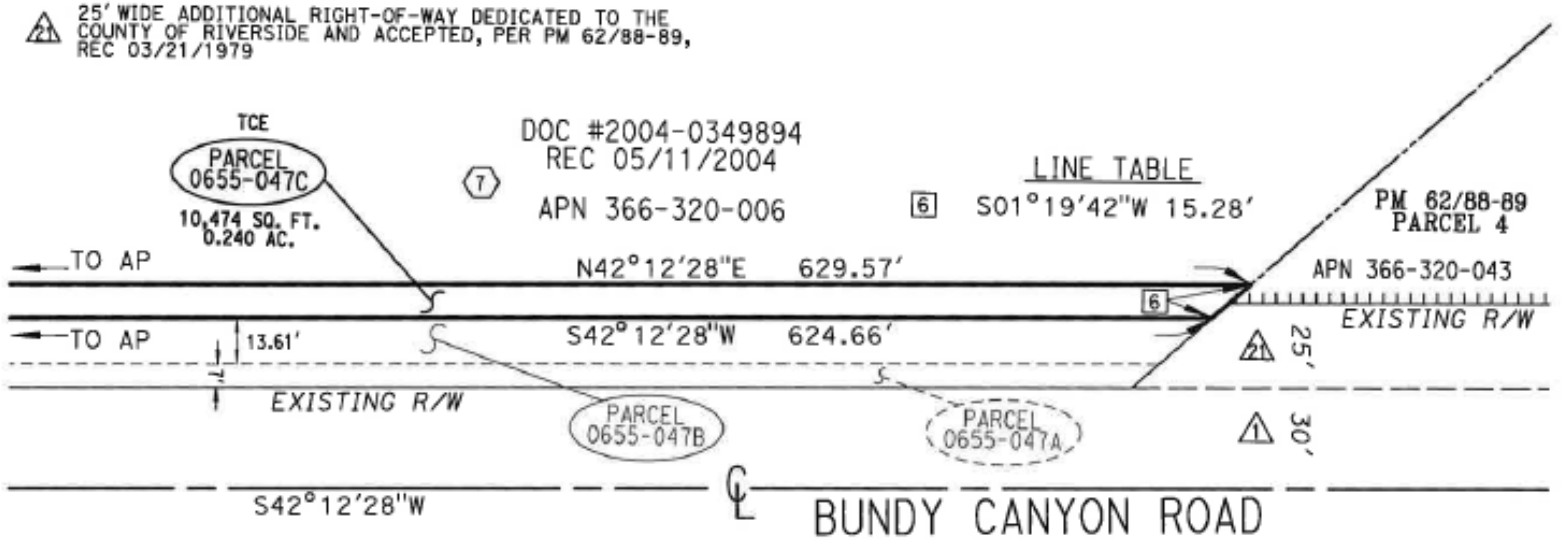
RIGHT-OF-WAY NOTES

(1) RIGHT OF WAY ADOPTED BY BOARD RESOLUTION DATED, 2/24/1948 IN SUPERVISORS MINUTES BOOK 40 PAGE 238 THROUGH 240, INCLUSIVE OF DEEDS, AS SHOWN IN THE 1948 RIVERSIDE COUNTY ROAD BOOK, PAGES 37 AND 38

(21) 25' WIDE ADDITIONAL RIGHT-OF-WAY DEDICATED TO THE COUNTY OF RIVERSIDE AND ACCEPTED, PER PM 62/88-89, REC 03/21/1979

EASEMENT NOTES

(7) DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY SOUTH ELSINORE MUTUAL WATER COMPANY PER BK 176 PG 293 et seq. OF OFFICIAL RECORDS, BLANKET IN NATURE



INDICATES RESTRICTED ACCESS

ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000105670

PCL No.: 0655-047C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY CANYON ROAD WIDENING
SCALE: NTS	
PREPARED BY: JAL	
DATE: NOVEMBER, 2018	APPROVED BY: DATE: 2/18/19
SHEET 4 OF 4	

PROFESSIONAL LAND SURVEYOR
TREVOR A. LEJA
No. 8869
Exp. 12-31-19
STATE OF CALIFORNIA

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

State of California)
County of _____)

On _____, 2023, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____(Seal)

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Temporary Construction Easement dated as of _____, 2023, from **John Chung Hwe Park and Moon Hwa Park** is hereby accepted by the order of the City Council of the City of Wildomar on July 13, 2023, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2023

By: _____

ATTEST: _____

Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2)

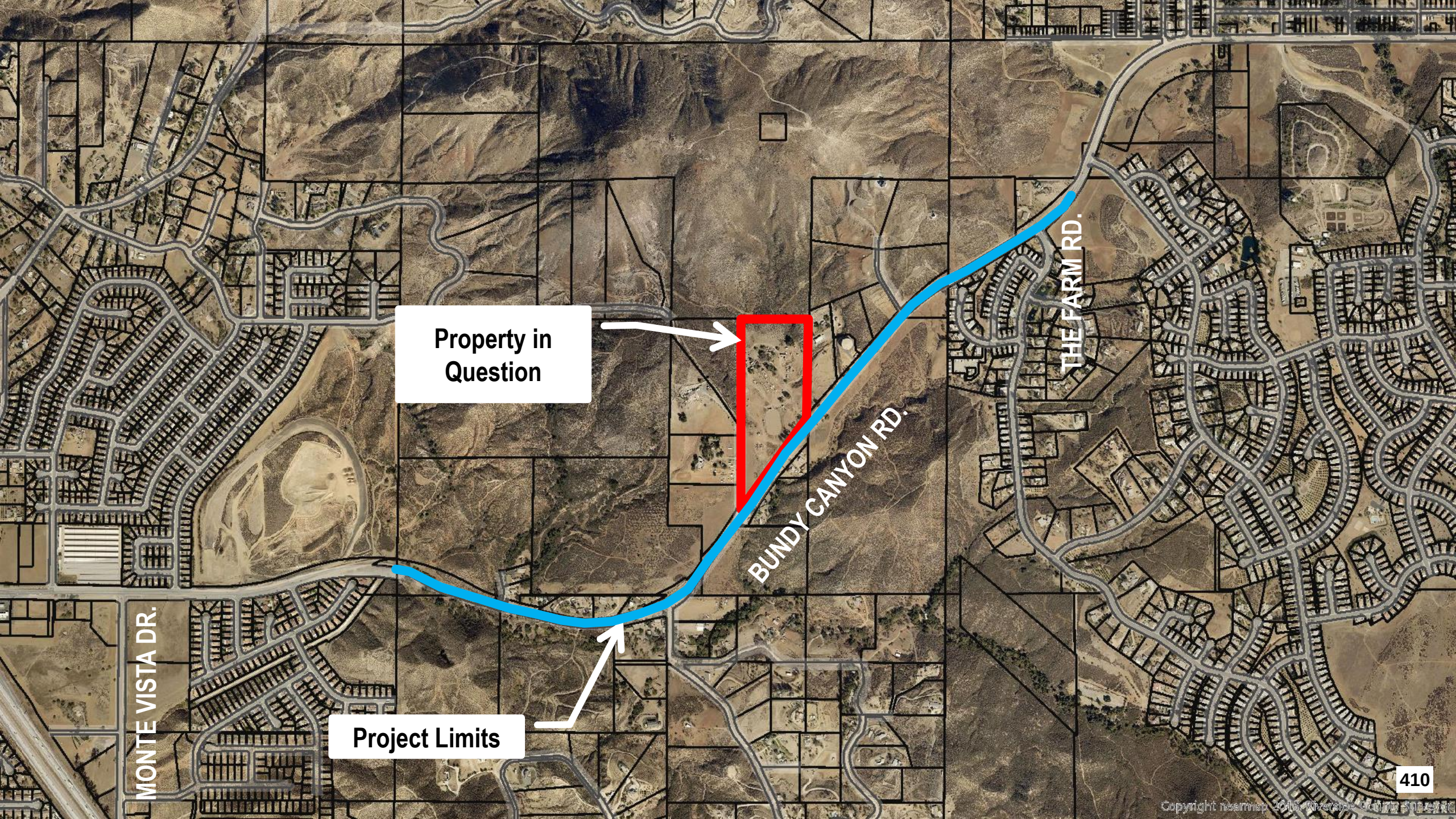
23690 Bundy Canyon Road

Resolution of Necessity

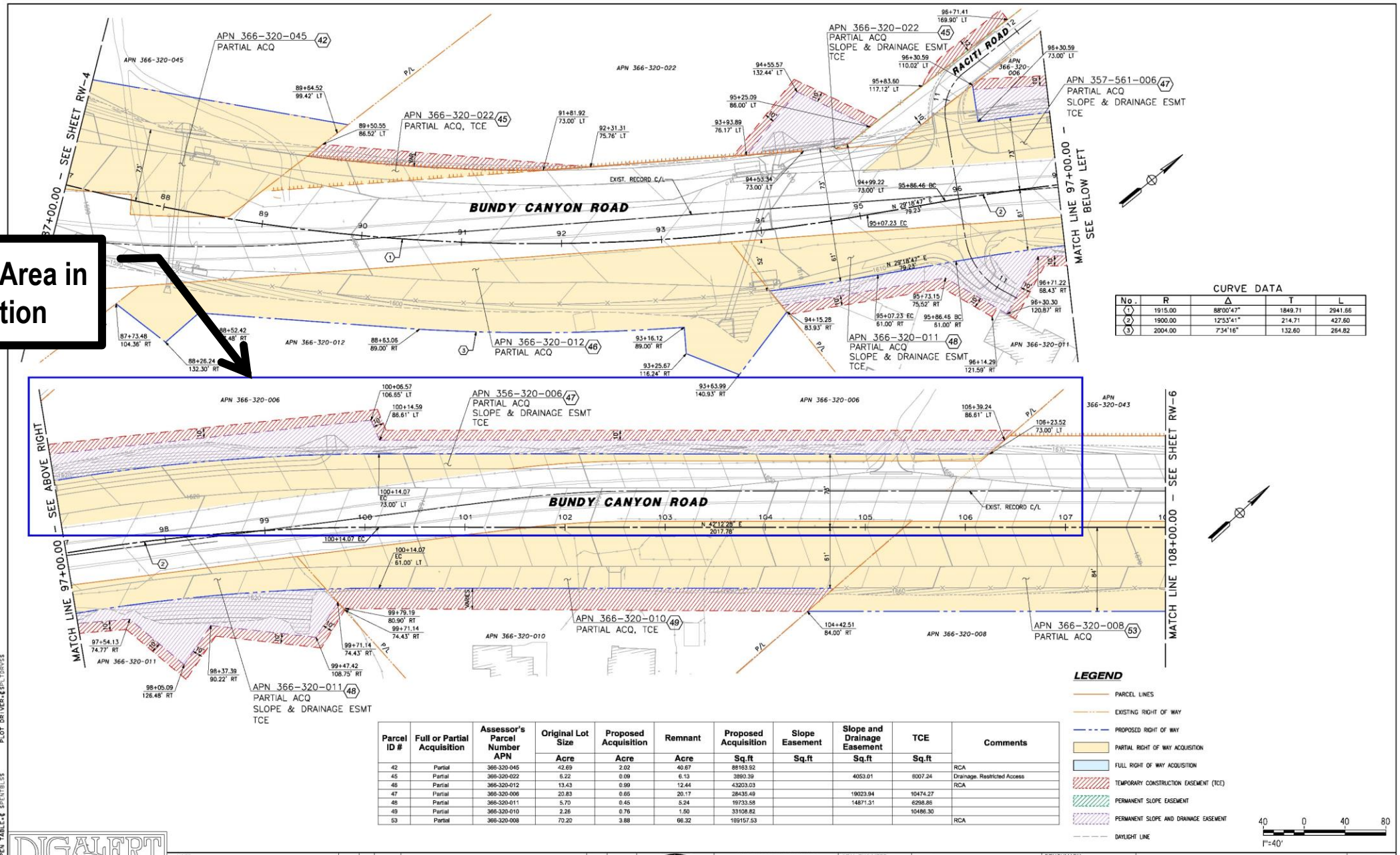
Public Hearing

September 13, 2023

City of Wildomar


Property in Question
BUNDY CANYON RD.
THE FARM RD.
MONTE VISTA DR.
Project Limits
410

Approx. Area in Question



CURVE DATA

No.	R	Δ	T	L
1	1915.00	88°00'47"	1849.71	2941.66
2	1900.00	12°53'41"	214.71	427.60
3	2004.00	7°34'16"	132.60	264.82

Parcel ID #	Full or Partial Acquisition	Assessor's Parcel Number APN	Original Lot Size	Proposed Acquisition	Remnant	Proposed Acquisition	Slope Easement	Slope and Drainage Easement	TCE	Comments
			Acre	Acre	Acre	Sq.ft	Sq.ft	Sq.ft	Sq.ft	
42	Partial	366-320-045	42.69	2.02	40.67	88163.92				RCA
45	Partial	366-320-022	6.22	0.09	6.13	3890.39		4053.01	6007.24	Drainage. Restricted Access
46	Partial	366-320-012	13.43	0.99	12.44	43203.03				RCA
47	Partial	366-320-006	20.83	0.65	20.17	28435.49		19023.94	10474.27	
48	Partial	366-320-011	5.70	0.45	5.24	19733.58		14871.31	6298.88	
49	Partial	366-320-010	2.26	0.76	1.50	33108.82			10486.30	
53	Partial	366-320-008	70.20	3.88	66.32	169157.53				RCA

LEGEND

- PARCEL LINES
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PARTIAL RIGHT OF WAY ACQUISITION
- FULL RIGHT OF WAY ACQUISITION
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- PERMANENT SLOPE EASEMENT
- PERMANENT SLOPE AND DRAINAGE EASEMENT
- DAYLIGHT LINE

40 0 40 80
1"=40'

DIGALERT — DIAL BEFORE YOU DIG — TOLL FREE 1-800-227-2600 — TWO WORKING DAYS BEFORE YOU DIG — A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

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

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

MARK	BY	DATE	REVISIONS	APPR.	DATE
			ENGINEER	CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Daniel A. York, Director of Public Works/ City Engineer, PE 43212
Date:
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

SEAL-ENGINEER: LEONARD M. TAN No. 83892 CIVIL STATE OF CALIFORNIA

PARSONS
PHONE: (909) 218-3600 FAX: (909) 218-3605
3200 GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PREPARED BY: LEONARD M. TAN
R.C.E. No. 83892 EXP. 9/30/2021

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

THIS SURVEY WAS PERFORMED ON (date) BY RIVERSIDE COUNTY SURVEYOR'S OFFICE.
L.S. (number), EXP. (date)

SCALE: H: As Noted V: As Noted

CITY OF WILDOMAR
BUNDY CANYON ROAD IMPROVEMENT PROJECT
RIGHT OF WAY REQUIREMENT MAPS
FROM STA 87+00.00 TO STA 108+00.00

SHEET No. 5 OF 8
RW-5

DESIGNED BY: LEONARD TAN CHECKED BY: HENG CHOW

USER:e$USER$ TIME:e$TIME$ PLOT DRIVER:e$PLTDRVR$ DATE:e$DATE$ PEN TABLE:e$PENTBLSS FILE PATH:e$FILES

DocuSign Envelope ID: F7C50372-2A0D-4985-A733-21DB7BC4FA0A

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

23873 Clinton Keith Road., Ste 201
Wildomar, CA 92595
951.677.7751 Phone
951.698.1463 Fax
www.Cityof Wildomar.org

July 18, 2023

John Chung Hwe Park
Moon Hwa Park
26305 N. Saint Marys Road
Mettawa, IL 60048

SUBJECT: City of Wildomar – Bundy Canyon Road Widening Project-Segment 2 (CIP 26-2)
Offer to Acquire – Public Road and Utility Easement, Permanent Slope and Drainage Easement, and Temporary Construction Easement
Assessor's Parcel Number: 366-320-006
Property Address: 23690 Bundy Canyon Road, Wildomar, CA 92595

Dear Property Owner(s):

The City of Wildomar (City), as part of the Bundy Canyon Road Widening Project – Segment 2 (Project), is considering acquiring permanent easements on a portion of the subject property in which we believe you are the owner, along with a temporary easement interest. The City obtained a preliminary title report that lists **John Chung Hwe Park and Moon Hwa Park, husband and wife, as joint tenants** to be the vested owner of the above-mentioned property. The permanent easements are described in the legal descriptions and depicted on the plat maps within the attached Public Road and Utility Easement, Permanent Slope and Drainage Easement, and the Temporary Construction Easement is described and depicted in the attached Temporary Construction Easement Deed, herein collectively referred to as the" Easements."

This offer is contingent upon presentation of conclusive evidence of title. If more than one person has an interest in the Easements that the City is seeking to acquire, all parties with such interest must accept this offer.

As you are aware, the City had the Easements appraised to determine their fair market value and just compensation. The appraisal was conducted in accordance with commonly accepted standards and included consideration of the highest and best use of the land. Based on the appraisal , the City offers to purchase a Public Road and Utility Easement, Permanent Slope and Drainage Easement, free and clear of any encumbrances, and a Temporary Construction Easement for One Hundred Nine Thousand Dollars and No/100, ($109,000) ("Purchase Price").

The Purchase Price is the full amount established by the appraisal as the fair market value of the Easements and the just compensation for such acquisition. A written statement and a summary of the basis for the amount established as the Purchase Price is set forth in the attached Summary of Appraisal.

If the offer is acceptable to you, please sign the attached Agreement for Acquisition of Permanent Easement and Temporary Construction Easement. Upon receipt of the signed agreement, and other required documents, the matter will be reviewed by the City Council, which has final ratification authority.

If approved by the City Council, the City representative will sign and we will begin the escrow process to close this transaction. If you are not satisfied with the City's offer, you are encouraged to present any material you believe to be

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relevant to the value of the Easements, which will be carefully considered by the City. If a voluntary agreement cannot be reached, the City may consider formal condemnation proceedings against the Easements through its power of eminent domain or abandon its intention to acquire the Easements, giving proper notice to you in either event. The City has made no decision to exercise its power of eminent domain to acquire the Easements and can only do so after it holds a hearing at which all affected property owners have had an opportunity to appear and be heard.

In compliance with Government Code Section 7267.2, included with this offer is an information pamphlet describing the acquisition process. This Acquisition Brochure is being provided to you for informational purposes only and is not to be construed as legal advice.

Please also be advised that under Code of Civil Procedure Section 1263.025, the City of Wildomar will reimburse an owner of property, up to the amount of $5,000, for the owner to secure an independent appraisal of property subject to a potential acquisition. If you wish to take advantage of this reimbursement, please forward me a copy of a retention letter or other contract you may have, or may enter into, with an appraiser. In order to qualify for this reimbursement, the appraiser selected must be identified and must be a California Certified General Real Estate Appraiser. In addition, the retention letter or other contract, or other proof of appraisal retention acceptable to the City, must be submitted to the undersigned no later than sixty (60) days following the date of this letter.

The Easements are scheduled to be used within two years of their acquisition and is therefore not available to be leased back under the provisions of California Code of Civil Procedure 1263.615. Please be advised that this letter, the offer, and all other matters stated herein are made under the provisions of California Evidence Code Section 1152 and 1154, Section 1255.060 of the Code of Civil Procedure, and Sections 7267.1 and 7267.2 of the Government Code, and shall not be admissible in evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

The City has contracted with Interwest Consulting Group (Interwest) to acquire the Easements. If you need additional information or have any questions, please feel free to contact Jeremy Miller, the agent assigned to you, at (949) 299-5309 or email at jmiller@interwestgrp.com. We hope this offer meets your approval and that it will serve as the basis for a quick and mutually beneficial transaction. We look forward to hearing from you after you have an opportunity to review it and the attached enclosures. Thank you.

Sincerely,

Jason Farag, P.E.
Director of Public Works
City of Wildomar

Enclosures: Public Road and Utility Easement
Permanent Slope and Drainage Easement
Temporary Construction Easement Deed
Summary of Appraisal
Acquisition Brochure
Title VI Information
Agreement for Acquisition of Permanent Easement and Temporary Construction Easement

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

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Wildomar, CA 92595
951.677.7751 Phone
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www.Cityof Wildomar.org

August 17, 2023

Sent via U.S. Mail and FedEx 2 Day

John Chung Hwe Park
Moon Hwa Park
26305 N. Saint Marys Road
Mettawa, IL 60048

RE: City of Wildomar – Bundy Canyon Road Improvement Project, Segment 2 (CIP 26-2)

NOTICE OF HEARING REGARDING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO CONSIDER THE ADOPTION OF A RESOLUTION OF NECESSITY TO CONDEMN CERTAIN PROPERTY INTERESTS LOCATED AT ASSESSOR'S PARCEL NUMBER 366-320-006

Dear Property Owner:

This letter is written on behalf of the City of Wildomar (City) to give you notice pursuant to California Code of Civil Procedure Section 1245.235 that the City Council of the City of Wildomar (City Council) will consider the adoption of a Resolution of Necessity (Resolution) to condemn a portion of your real property at its regular meeting on **September 13, 2023, at 6:00 p.m.** at 23873 Clinton Keith Road, Suite 106, Wildomar, CA 92595. The property which will be the subject of consideration is located in the City of Wildomar, APNs 366-320-006. The Project for which this acquisition will be considered is the Bundy Canyon Road Improvement Project, Segment 2 – CIP 26-2 (Project). If the City adopts a Resolution, the City will commence an eminent domain proceeding in Riverside County Superior Court to acquire the property.

In determining whether to adopt the Resolution, the City Council will consider whether the following three conditions referred to in Code of Civil Procedure section 1240.030 are established:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property sought to be acquired is necessary for the Project.

The City Council will also consider whether the offer required by Government Code Section 7267.2 has been made to the owner of record.

You have the right to appear and be heard by City Council on the three matters referred to in section 1240.040 as set forth above. Should you wish to appear and be heard on these matters, you must file a written request to appear and be heard within fifteen (15) days of this Notice.

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If you contend that any of the three conditions listed above have not been met, your written request to appear should indicate such condition(s). By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, this will enable the City to authorize a full and expeditious review of the Project's effect on your property. The City will conduct the review on behalf of the City Council and ask for your participation. Based on this review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be *on file* with the City Clerk within the 15-day period set forth above, which ends on September 1, 2023. The failure to file a written request to appear and be heard with the City Clerk by September 1, 2023, will result in the waiver of your right to appear and be heard by the City Council on the matters referred to in section 1240.030 as set forth above.

All requests to appear must be sent for filling to:

City Clerk - City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you deliver your correspondence or mail it by Certified Mail, Return Receipt Requested to confirm that your response was received by the City Clerk with the 15-day period.

Please note that questions regarding the amount of compensation to be paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the eminent domain court proceeding. If you elect not to appear and be heard, you will still have the right to claim greater compensation in the court proceeding.

The City is moving forward at this time due to the requirements of the Project schedule. However, the City will continue negotiations regarding compensation, and remains hopeful that a settlement can be reached. Enclosed herewith is a copy of the Offer to Acquire provided to you dated July 18, 2023, which includes details regarding the portion of your property that may be acquired, and the offer to purchase issued by the City.

If you have any questions, please feel free to contact Jeremy Miller, Interwest Consulting Group, at (949)299-5309 or email at jmiller@interwestgrp.com.

Sincerely,

Jason Farag, P.E.
Public Works Director
City of Wildomar

Enclosures: Offer to Acquire

CITY OF WILDOMAR
CC - REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.6
Meeting Date: September 13, 2023

SUBJECT: Consideration of Resolution of Necessity for Condemnation of Vacant Property located at 23263 Bundy Canyon Road for the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2)

SUBMITTED BY: Jason Farag

PREPARED BY: Thomas D Jex

ACTION:

1. Conduct a hearing on the proposed Resolution 2023-__ of the City of Wildomar finding and determining that the public interest, convenience, and necessity require the acquisition of certain property for public purposes; and
2. Review the evidence presented, including this staff report and public comments, and close the hearing; and
3. Find that on September 10, 2014, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the City Council adopted Resolution 2014-048 certifying an Environmental Impact Report for the Project, and that on September 9, 2020, the City Council adopted Resolution 2020-62, approving an Addendum to the Environmental Impact Report, and that no additional CEQA findings are required for the Project; and
4. Adopt Resolution 2023- __ entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES.

SUMMARY:

To complete the construction associated with the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2) ("Project"), certain easements (or rights-of-way) are required from adjacent property owners. This item considers a Resolution of Necessity for Condemnation of Vacant Property over which easements are needed to allow for the construction of the Project.

BACKGROUND:
The Bundy Canyon Road Improvement Project (Overall Project) pertains to an approximate three-mile stretch of Bundy Canyon Road in the City of Wildomar. Segment 1 of the project pertains to the west portion of the Overall Project, between Cherry Street and east of Oak Canyon Drive. Segment 2 runs from east of Oak Canyon Drive to east of The Farm Road, and Segment 3 of the project is located between The Farm Road and Sunset Avenue (approximately one mile).

Most of Bundy Canyon Road contains two traffic lanes (one in each direction). The purpose of the Project is to widening the road to four lanes (two in each direction) and realign portions of the road. Improvements will also include a new multi-use trail, new storm drains, the construction of a center striped median, left-turn lanes at major intersections, signage, and the addition and modification of traffic signals at certain intersections. The Project is intended to improve traffic flow in the area and enhance the safety of the roadway.

On September 10, 2014, in accordance with the California Environmental Quality Act ("CEQA") and State CEQA Guidelines §15070, the City Council adopted Resolution 2014-48 certifying an Environmental Impact Report (EIR) for the Project. On September 9, 2020, the City Council adopted Resolution 2020-62 approving an Addendum to the EIR for the Project.

DISCUSSION:
In order to complete the construction of the Project, the City must acquire a portion of the vacant parcel located at 23263 Bundy Canyon Road, and identified by accessor parcel number 367-250-007 ("Larger Parcel"). The Larger Parcel is zoned RR (Rural Residential) and is owned by 23263 Bundy Canyon Road, LLC ("Owner").

For the purpose of the Project, the City is seeking to acquire three easements over the Larger Parcel: (1) a permanent road easement containing 11,306 square feet, (2) a permanent slope and drainage easement containing 37,159 square feet, and (3) a 24-month temporary construction (TCE) easement containing 7,791 square feet (collectively the "Easements"). The Easements are more particularly described and depicted in the proposed Resolution attached hereto.

On July 18, 2023, City Staff tendered an offer to the Owner in the amount of $125,000 for the Easements ("Offer"). The Offer was based on an appraisal prepared by a licensed appraiser. City Staff and the City's Right of Way agents have attempted in earnest to negotiate a purchase of the Easements, and although negotiations are ongoing and will continue, the acquisition of the Easements has not been consummated. The City requires possession and use of the Easements before work on the Larger Parcel can commence and there are no assurances that an agreement between the parties will be reached in order to meet the Project's construction schedule; therefore, a Resolution of Necessity is being requested.

Pursuant to California Government Code Sections 7267.2, 37350.5, and 40404, and California Code of Civil Procedure Section 1230.010 et seq., 1240.410 and 1240.020, and Section 19, Article I of the California Constitution, and other authorities, the City is authorized to acquire the aforementioned Easements by eminent domain, provided certain procedural steps are followed.

The City must make an offer to purchase to the property owner, which offer must be transmitted in writing, based upon an appraisal. City tendered a statutory Offer to purchase the Easements as required by law based upon an approved appraisal (Attachment A). To date, the offer has not been accepted.

It is now necessary that an action in eminent domain be commenced to acquire the Easements referenced above. Prior to the filing of the action, the City must hold a hearing on the proposed Resolution of Necessity (attached) and provide the Owner an opportunity to be heard.
In addition, the hearing must be duly noticed. Attached is a copy of the Notice of Hearing, which was issued on August 17, 2023, in accordance with the applicable statutes (Attachment B).
After conducting the public hearing, if the Council finds that the public necessity so requires, City should adopt the attached Resolution of Necessity, authorizing condemnation proceedings for the purpose of acquiring the Easements.

The findings which need to be made, are as set forth in the Resolution of Necessity. Specifically, the Council must find:

1. That the public interest and necessity require the acquisition of the proposed Project. As proposed, the Project will serve public purposes, as discussed above;
2. That the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury. City evaluated different Project design options to identify any overall Project cost and real estate impacts in an effort to ensure the least private injury. It was determined that Project in its currently proposed iteration will be most compatible with the greatest public good and the least private injury.
3. That the Easements are necessary for the proposed Project. A permanent roadway easement is needed for roadway, sidewalk, and improvements to Bundy Canyon Road, and the slope and drainage easement is necessary for proper drainage along the roadway. In addition, a temporary construction easement is needed in order to construct the Project improvements within the Easements and Project area.
4. That City made the offer to purchase as required by section 7267.2 of the California Government Code. The Statutory Offer to Purchase was tendered to the owner of the Property on July 18, 2023.
5. That the necessary notice of hearing to consider the adoption of the Resolution of Necessity has been given, as required by Code of Civil Procedure section 1245.235. As evidenced by Attachment B, this notice was issued on August 17, 2023.

6. That City has complied with CEQA for the Project. On September 10, 2014, in accordance with the California Environmental Quality Act ("CEQA") and State CEQA Guidelines §15070, the City Council adopted Resolution 2014-48 certifying an Environmental Impact Report for the Project, and on September 9, 2020, the City Council adopted Resolution 2020-62 approving an Addendum to the Environmental Impact Report for the Project No additional findings are necessary to comply with CEQA.
7. The Easements are necessary for the purpose specified in Section 1240.350 of the Code of Civil Procedure, and as such the taking is authorized by Section 1240.350 of the Code of Civil Procedure. This project is in compliance with Section 1240.350 in that the proposed road widening, sidewalks, and storm drains along Bundy Canyon Road in the City, is a public need and is for the greater good of the public's interest and balances the various hardships of all parties affected by this taking.

Questions relating to value are not relevant to this proceeding. However, that does not mean that negotiations for the acquisition of the Easements are at an end. If City adopts the Resolution of Necessity, after the hearing, negotiations for the acquisition of the Easements may continue.

The proposed Resolution of Necessity must be adopted by a two-thirds majority vote.

FISCAL IMPACT:
Funds are available for the acquisition of this Property and are included in the City's FY 2023-24 budget. Legal costs related to the eminent domain proceedings are unknown at this time and are dependent upon whether or not an agreement can be reached with the property owner. Legal costs will be paid for from the approved Project budget. Staff will track the related costs and bring forward a budget amendment if additional budget is needed for this process.

ACCOUNT CODE:
CIP 026-2: Fund No. 503-909-0002-58120 - Right of Way Acquisition

ATTACHMENTS:
Resolution
Presentation
A - Offer Letter
B - Notice of Hearing

RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR FINDING AND DETERMINING THAT THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC PURPOSES

WHEREAS, the City Council has determined that the City of Wildomar ("City") needs to acquire certain property interests in connection with the construction of the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2) ("Project").

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Wildomar, by vote of two-thirds or more of its members, FINDS, DETERMINES, DECLARES, AND RESOLVES the following:

1. The City intends to construct the Project, which is intended to improve traffic flow and enhance safety by widening the roadway, constructing a multi-use trail, constructing storm drains, constructing a center striped median, left-turn lanes at major intersections, signage, and add and modify traffic signals at certain intersections along Bundy Canyon Road. The Project is for a public use.

2. To complete construction on the Project, the City must acquire the below described easements (collectively "Easements"):

    a. A permanent roadway easement comprised of a total of 11,306 square feet. The City may use the permanent road easement for public road and utility purposes, including drainage purposes, over, upon, across, and within the real property that is more particularly described and depicted in Exhibits "A" and "B" of Attachment 1, attached hereto and incorporated herein by reference.

    b. A permanent slope and drainage easement comprised of a total of 37,159 square feet. The City may use the permanent slope and drainage easement for slope and drainage purposes, with the right of ingress and egress for maintenance over, upon, across, and within the real property that is more particularly described and depicted in Exhibits "A" and "B" of Attachment 2, attached hereto and incorporated herein by reference.

    c. A 7,791 square foot temporary construction easement ("TCE") allowing the City, its successors and assigns, an easement for ingress, egress and construction purposes, including but not limited to the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors (collectively "Authorized Personnel"), for the removal, clearance, grading, and construction of roadway improvements, or other necessary uses, in connection with the Project over that certain real property (the "Property") situated in the City of Wildomar, County of Riverside, State of California, as depicted on Exhibit "A" of Attachment 3, attached hereto and incorporated herein by reference. This easement shall

include, without limitation, the right and privilege of Authorized Personnel to (i) use, control, and occupy the Property in order to perform all activities as may be necessary for the construction of roadway improvements; (ii) have access to, ingress to, and egress from the Property; (iii) use and temporarily place, store, and operate tools, equipment, machinery, and materials on and within the Property; (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora within the Property area. Hereinafter, items (i)-(iv) shall be collectively referred to herein as the "Work." During the term of the easement, the owner of the Larger Parcel shall be permitted to access and use the Property to the extent such access and use does not interfere with use of the Property by Authorized Personnel for the Work. The City will at all times during the term of the easement allow the owner of the Larger Parcel to have and maintain reasonable access to and from the Larger Parcel.

At the expiration of the temporary construction easement, the City will restore or have restored the temporary construction easement area as reasonably as possible to the pre-existing condition or to a condition mutually agreed upon within a reasonable time. The City, however, shall not be required to restore vegetation to the pre-existing condition. The City will at all times during the TCE term allow the property owner(s) to have and maintain reasonable access to and from the Larger Parcel. Upon completion of the Work, City will cause all of the equipment, materials, tools, trash, and debris to be removed from the TCE area.

The term of the temporary construction easement shall be for a period not to exceed twenty-four (24) months, which shall commence following written notice provided to the owner of the Larger Parcel. In no event shall the term of the TCE extend beyond December 31, 2026.

3. The Easements are necessary for the completion of the Project. The City is authorized to acquire the Easements by eminent domain for the public use set forth herein in accordance with the California Constitution, Article 1, Section 19; the California Eminent Domain Law, Code of Civil Procedure Section 1230.010 *et seq*., including, but not limited to, sections 1240.010 through 1240.050 inclusive, and sections 1240.110, 1240.120, 1240.220, 1240.320, 1240.330, 1240.350, 1240.410, 1240.510, 1240.610, 1240.650; Government Code Section 37350.5, 40404, and other provisions of law.

4. On August 17, 2023, the City mailed a Notice of Hearing regarding the intent of the City Council of the City of Wildomar to consider adoption of a resolution of necessity for acquisition by eminent domain of the Easements. The Notice of Hearing was mailed to all persons whose name(s) appear on the last Equalized County Assessment Roll as having an interest in the Property, to the addresses appearing on the Roll. The Notice of Hearing advised the persons of their right to be heard on the matters referred to in the Notice of Hearing on the date and at the time and place stated.

5. The hearing referenced in the Notice of Hearing was held on September 13, 2023, at the time and place stated in the Notice of Hearing. All interested parties were given an opportunity to be heard. The hearing was then closed.

6. Based upon the evidence presented in the staff report and materials provided to Council, and evidence and testimony presented at the hearing, the City Council of the City of Wildomar finds, determines, declares, and resolves each of the following:

A. The public interest and necessity require the proposed Project;

B. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

C. The interest in property sought to be acquired by eminent domain is necessary for the proposed Project;

D. The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the property described herein, as well as any other matter regarding the right to take said property by eminent domain, including but not limited to, making the offer required by Government Code Section 7267.2(a);

E. The City has complied with CEQA for the Project. On September 10, 2014, in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15070, the City Council adopted Resolution 2014-48 certifying an Environmental Impact Report for the Project, and on September 9, 2020, the City Council adopted Resolution 2020-62 approving an Addendum to the Environmental Impact Report for the Project. No additional findings are necessary to comply with CEQA.; and

F. The Easements herein described are a portion of the larger parcel located at 23263 Bundy Canyon Road and known by accessor parcel number 367-250-007 ("Larger Parcel").

7. The City Attorney is hereby authorized to acquire in the name of the City the Easements described in this Resolution in accordance with the provisions of California Eminent Domain Law, to commence an action in eminent domain, to deposit the probable amount of compensation with the State Treasury, to apply to the Superior Court for an order permitting the City to take immediate possession and make immediate use of the property for the Project, and to take all necessary steps to acquire the property under the law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Wildomar at a regular meeting held this **13th day of September, 2023,** by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Joseph Morabito, Mayor

ATTEST:

_____
Janet Morales, CMC, City Clerk

APPROVED AS TO FORM:

_____
Thomas D. Jex, City Attorney

ATTACHMENT 1

Permanent Road Easement

Recording requested by:
City Clerk of the City of Wildomar
WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

FREE RECORDING REQUESTED
DOCUMENTARY TRANSFER TAX $ NONE

A.P. No. 367-250-007

Per Gov't Code 11922

PUBLIC ROAD & UTILITY EASEMENT

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged,

23263 Bundy Canyon Road, LLC, a California limited liability company

as to (hereinafter referred to as "Grantor") hereby grants to **City of Wildomar, a California Municipal** Corporation (hereinafter referred to as "City"), an easement for public road and utility purposes, including drainage purposes, over, upon, across, and within the real property in the County of Riverside, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS
EXHIBITS "A" AND "B" AND MADE A PART HEREOF:

GRANTOR: 23263 Bundy Canyon Road, LLC, a California limited liability company

Dated: _____ By: _____

Print Name: _____

Title: _____

Dated: _____ By: _____

Print Name: _____

Title: _____

EXHIBIT "A"
LEGAL DESCRIPTION
0655-039A

BEING A PORTION OF THE LAND DESCRIBED BY INSTRUMENT NUMBER 2009-0118809, RECORDED MARCH 12, 2009, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA BEING A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF THE WESTERLY 989.90 FEET (990.00 FEET PER INSTRUMENT NO. 2009-0118809) OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25 WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF BUNDY CANYON ROAD (30.00 FOOT SOUTHERLY HALF-WIDTH) AS SHOWN BY PLAT 607-T ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF THE COUNTY OF RIVERSIDE, DATED JANUARY 1934;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE SOUTH 76°05'34" EAST, A DISTANCE OF 547.80 FEET TO THE BEGINNING OF NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,976.00 FEET AND AN INITIAL RADIAL BEARING OF SOUTH 04°16'27" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°50'05", AN ARC DISTANCE OF 546.10 FEET TO SAID EASTERLY LINE;

THENCE ALONG SAID EASTERLY LINE NORTH 01°10'24" EAST, A DISTANCE OF 16.71 FEET TO THE **POINT OF BEGINNING.**

PARCEL CONTAINS 11,306 SQUARE FEET, OR 0.260 ACRES MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000105670 TO OBTAIN GROUND DISTANCE.

EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF, BY THIS REFERENCE.

PREPARED UNDER MY SUPERVISION:

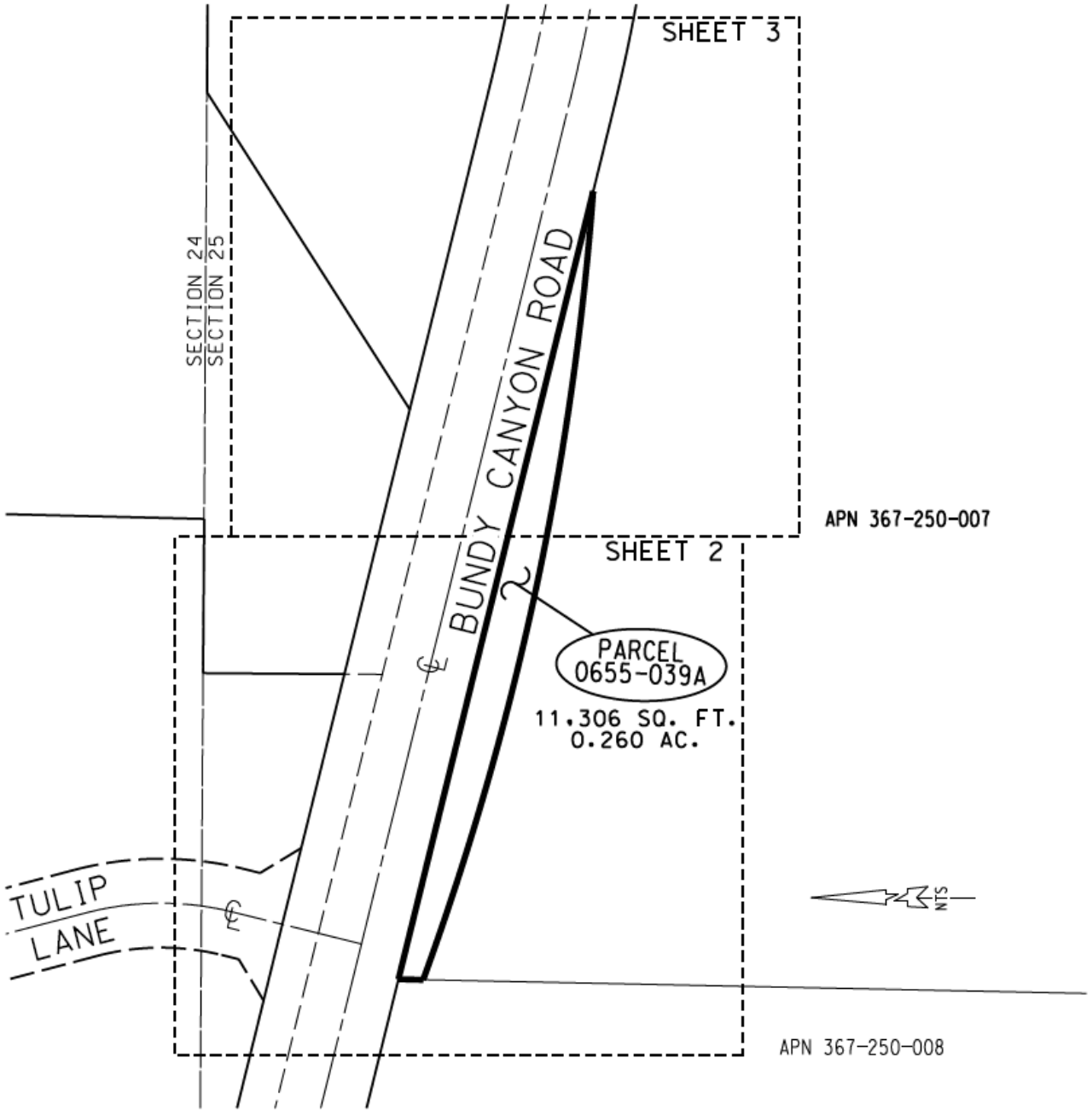
JOHN R. DUQUETTE, P.L.S. 7566

10/31/2018
DATED:



EXHIBIT "B"

(0655-039A)
INDEX MAP



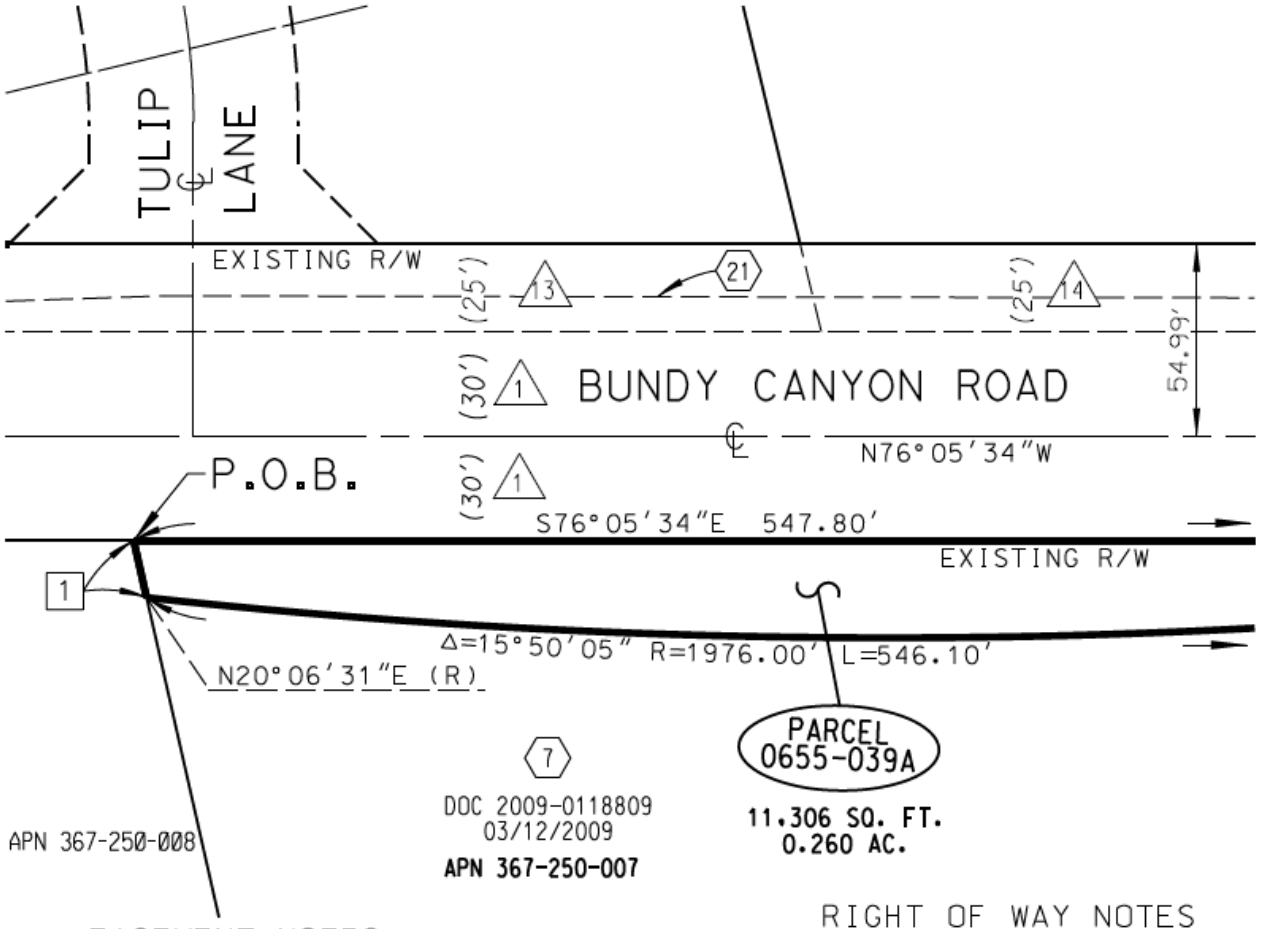
ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000105670

PCL No.: 0655-039A	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY CANYON ROAD WIDENING
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: AGU	
DATE: OCTOBER, 2018	APPROVED BY: John Duquette DATE: 10/31/2018
SHEET 1 OF 3	

PROFESSIONAL LAND SURVEYOR
JOHN R. DUQUETTE
L.S. 7566
STATE OF CALIFORNIA

EXHIBIT "B"

(0655-039A)



EASEMENT NOTES

7 DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY SOUTH ELSINORE MUTUAL WATER COMPANY. PER O.R. 176/293 ET SEQ. BLANKET IN NATURE.

21 CALIFORNIA ELECTRIC POWER COMPANY EASEMENT PER O.R. 669/231 ET SEQ. REC. 4/11/1945

LINE DATA

1 N 01°10'24" E 16.71'

RIGHT OF WAY NOTES

1 R/W PER SUPERVISORS MINUTES BK. 40 PGS. 238-240 REC. 2/24/1948

13 R/W PER P.M. 66/25 REC. 6/13/1979

14 R/W PER P.M. 44/4 REC. 12/29/1977

( ) RECORD DISTANCE PER ASSOCIATED DOCUMENT

NTS

SEC. 25, T. 6 S., R. 4 W.

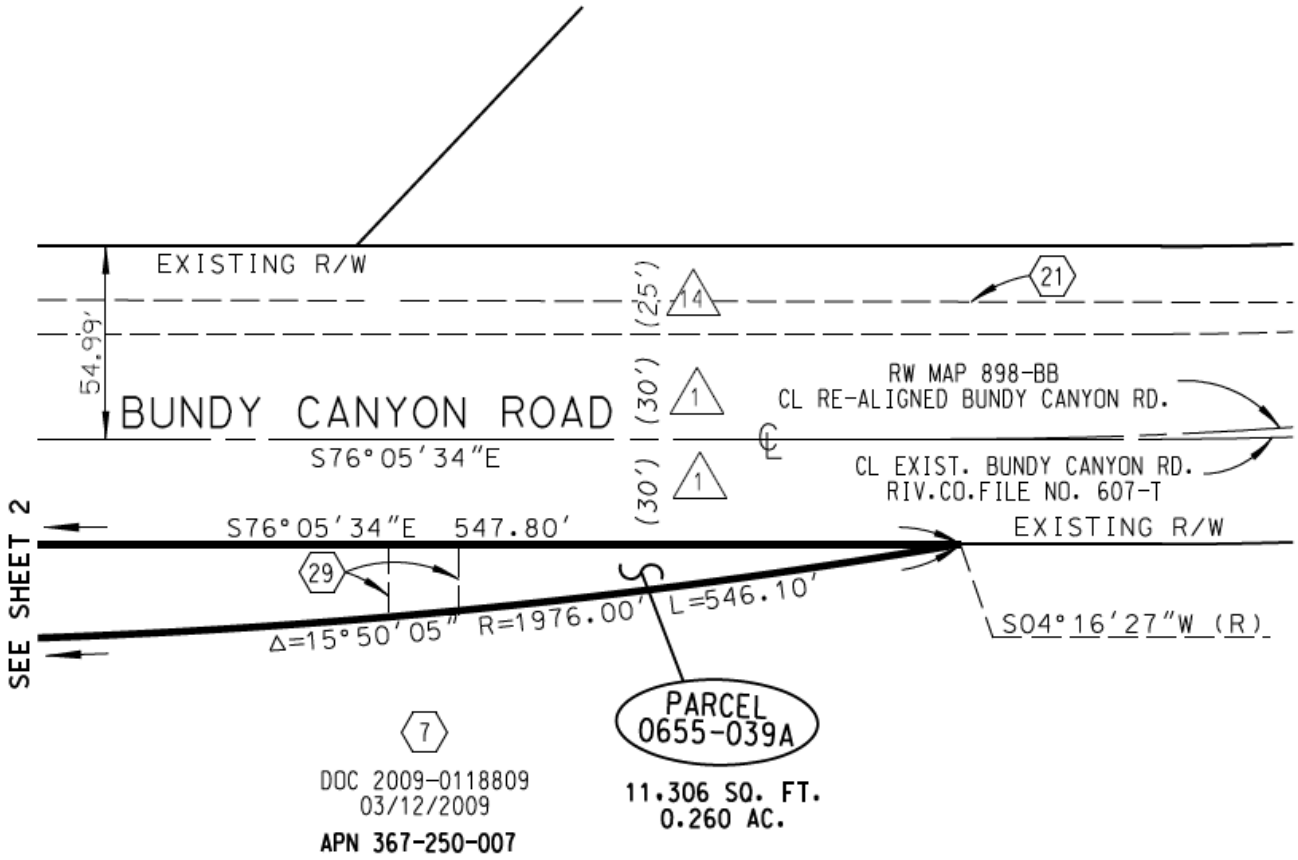
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PREPARED BY: AGU	
DATE: OCTOBER, 2018	APPROVED BY: John Duquette DATE: 10/31/2018
SHEET 2 OF 3	

PROFESSIONAL LAND SURVEYOR
JOHN R. DUQUETTE
L.S. 7566
STATE OF CALIFORNIA

EXHIBIT "B"

(0655-039A)



EASEMENT NOTES

(7) DECLARATION OF OWNERSHIP OF EXCESS WATER RIGHTS BY SOUTH ELSINORE MUTUAL WATER COMPANY. BLANKET IN NATURE. PER O.R. 176/293 ET SEQ.

(21) CALIFORNIA ELECTRIC POWER COMPANY EASEMENT PER O.R. 669/231 ET SEQ. REC. 4/11/1945

(29) RIVERSIDE COUNTY 20 FOOT ROAD AND DRAINAGE EASEMENT PER INST # 103764, REC 03/29/1991

NTS

RIGHT OF WAY NOTES

(1) R/W PER SUPERVISORS MINUTES BK. 40 PGS. 238-240 REC. 2/24/1948

(14) R/W PER P.M. 44/4 REC. 12/29/1977

( ) RECORD DISTANCE PER ASSOCIATED DOCUMENT

SEC. 25, T. 6 S., R. 4 W.

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WO No.: B5-0655	PROJECT: BUNDY CANYON ROAD WIDENING
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PREPARED BY: AGU	
DATE: OCTOBER, 2018	APPROVED BY: John Duquette DATE: 10/31/2018
SHEET 3 OF 3	

PROFESSIONAL LAND SURVEYOR
JOHN R. DUQUETTE
L.S. 7566
STATE OF CALIFORNIA

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

State of California)
County of _____)

On _____, 2023, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared ___, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Permanent Road & Utility Easement dated as of _____, 2023, from **23263 Bundy Canyon Road, LLC** is hereby accepted by the order of the City Council of the City of Wildomar on July 13, 2023, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2023

By: _____

Print Name: _____

Title: _____

ATTEST:

ATTACHMENT 2

Permanent Slope and Drainage Easement

Recording requested by:
City Clerk of the City of Wildomar
WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

FREE RECORDING REQUESTED
DOCUMENTARY TRANSFER TAX $ NONE

A.P. No. 367-250-007 Per Gov't Code 11922

PERMANENT SLOPE & DRAINAGE EASEMENT

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged,

23263 Bundy Canyon Road, LLC, a California limited liability company

as to (hereinafter referred to as "Grantor") hereby grants to **City of Wildomar, a California Municipal** Corporation (hereinafter referred to as "City"), an easement for slope and drainage purposes, with the right of ingress and egress for maintenance over, upon, across, and within the real property in the County of Riverside, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS
EXHIBITS "A" AND "B" AND MADE A PART HEREOF:

GRANTOR:

Dated: _____ By: _____

Print Name: _____

Title: _____

Dated: _____ By: _____

Print Name: _____

Title: _____

EXHIBIT "A"
SLOPE AND DRAINAGE EASEMENT
LEGAL DESCRIPTION
0655-039B

BEING A PORTION OF THE LAND DESCRIBED BY INSTRUMENT NUMBER 2009-0118809, RECORDED MARCH 12, 2009, OFFICIAL RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA BEING A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THE WESTERLY 989.90 FEET (990.00 FEET PER INSTRUMENT NO. 2009-0118809) OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 25 WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF BUNDY CANYON ROAD (30.00 FOOT SOUTHERLY HALF-WIDTH) AS SHOWN BY PLAT 607-T ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF THE COUNTY OF RIVERSIDE, DATED JANUARY 1934;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE SOUTH 76°05'34" EAST, A DISTANCE OF 547.80 FEET TO THE **TRUE POINT OF BEGINNING**, BEING THE BEGINNING OF NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,976.00 FEET AND AN INITIAL RADIAL BEARING OF SOUTH 04°16'27" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°50'05", AN ARC DISTANCE OF 546.10 FEET TO SAID EASTERLY LINE;

THENCE ALONG SAID EASTERLY LINE SOUTH 01°10'24" WEST, A DISTANCE OF 63.91 FEET;

THENCE SOUTH 75°47'30" EAST 453.19 FEET;

THENCE NORTH 51°47'19" EAST 26.29 FEET;

THENCE SOUTH 85°11'13" EAST 233.22 FEET;

THENCE NORTH 66°44'42" EAST 55.26 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, BEING A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1230.01 FEET, AND AN INITIAL RADIAL BEARING OF SOUTH 06°36'26" WEST;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°17'59", AN ARC DISTANCE OF 156.71 FEET;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE NORTH 76°05'34" WEST 57.33 FEET TO THE **TRUE POINT OF BEGINNING.**

PARCEL CONTAINS 37,160 SQUARE FEET, OR 0.853 ACRES MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.000105670 TO OBTAIN GROUND DISTANCE.

EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF, BY THIS REFERENCE.

EXHIBIT "A"
SLOPE AND DRAINAGE EASEMENT
LEGAL DESCRIPTION
0655-039B

PREPARED UNDER MY SUPERVISION:

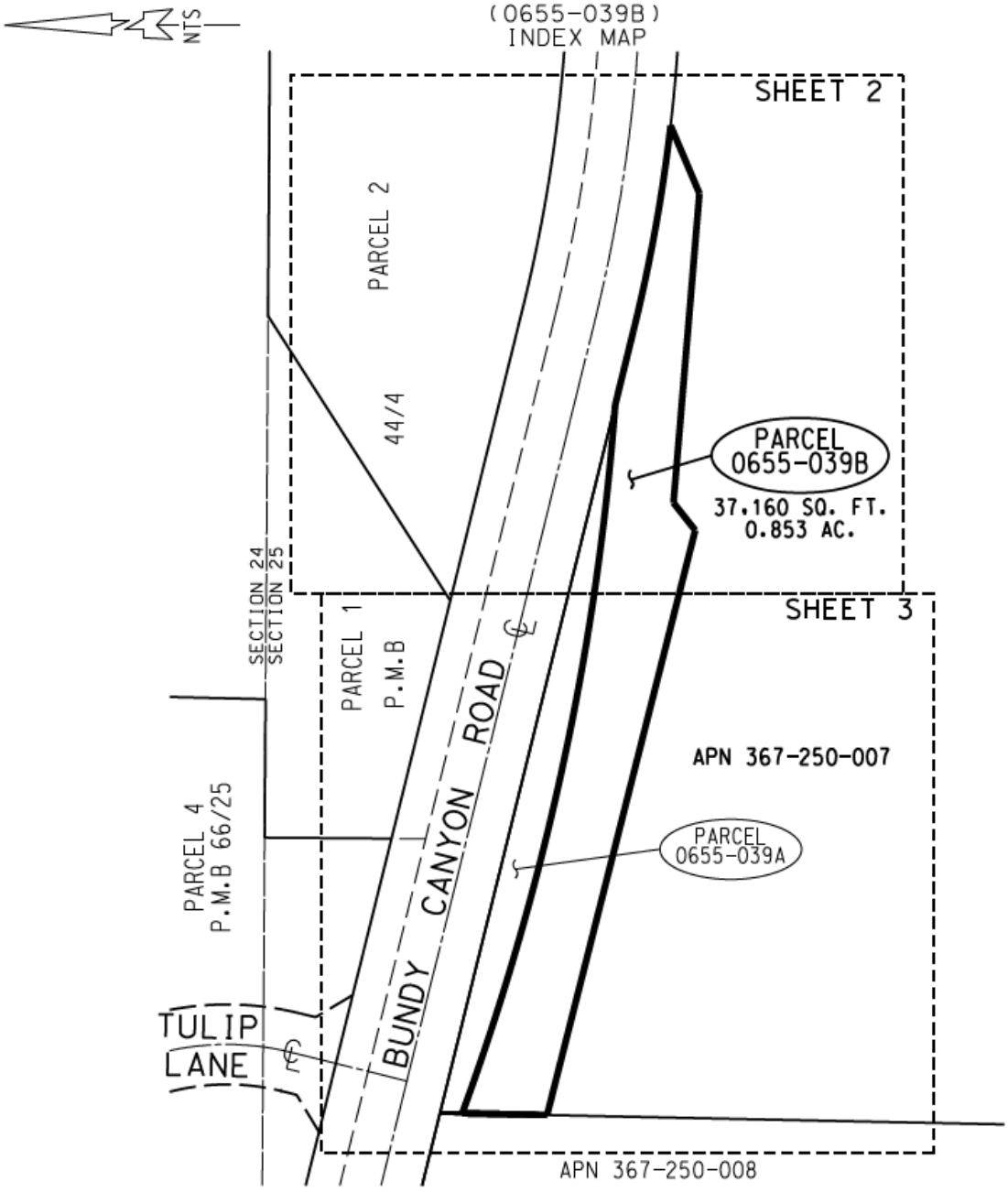
JOHN R. DUQUETTE, P.L.S. 7566

10/31/2018
DATED:



EXHIBIT "B"

SLOPE & DRAINAGE EASEMENT
(0655-039B)
INDEX MAP



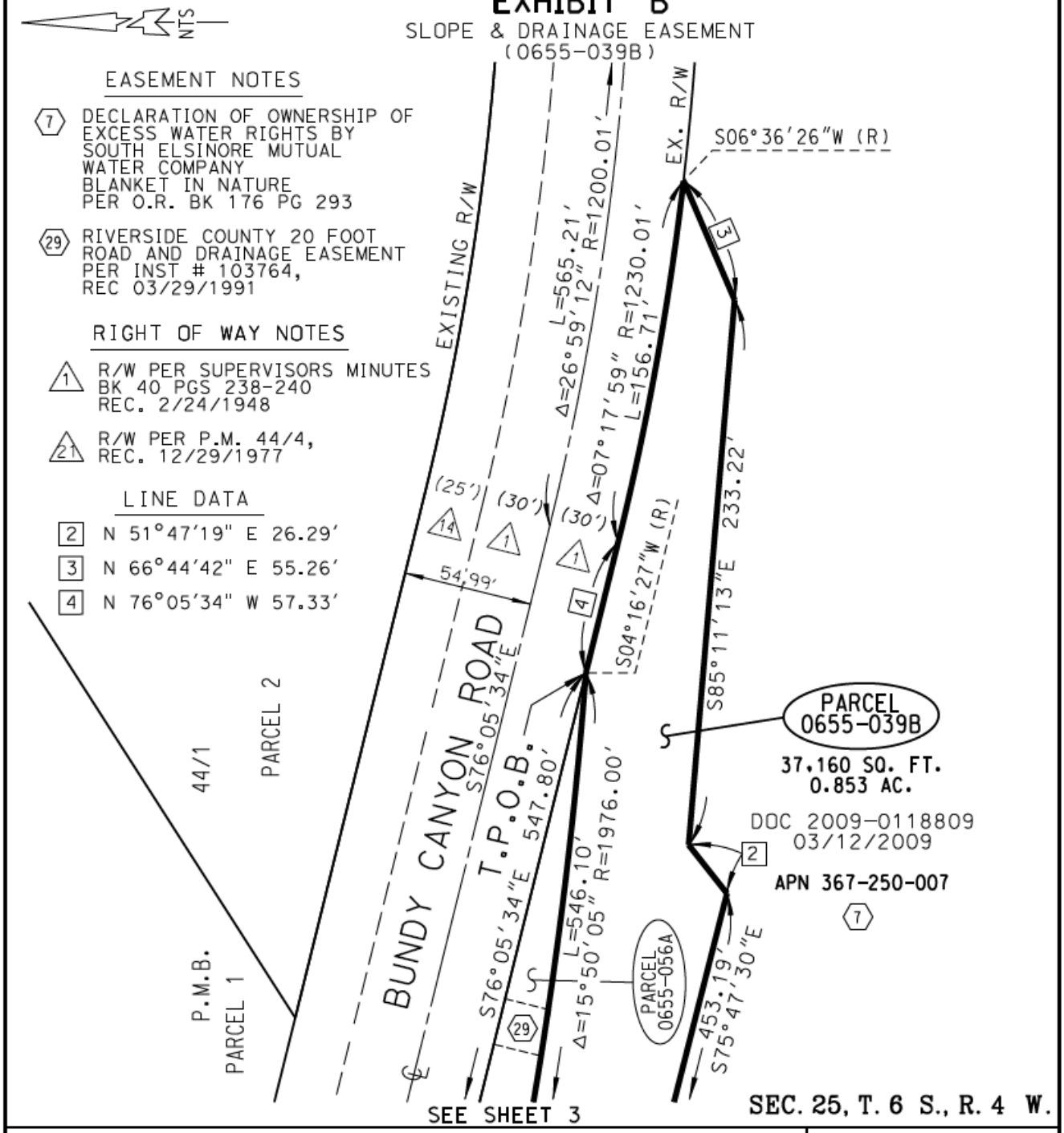
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PCL No.: 0655-039B	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY CANYON ROAD WIDENING
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: AGU	
DATE: OCTOBER, 2018	APPROVED BY: John Duquette DATE: 10/31/2018
SHEET 1 OF 3	

PROFESSIONAL LAND SURVEYOR
JOHN R. DUQUETTE
L.S. 7566
STATE OF CALIFORNIA

EXHIBIT "B"

SLOPE & DRAINAGE EASEMENT
(0655-039B)



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000105670

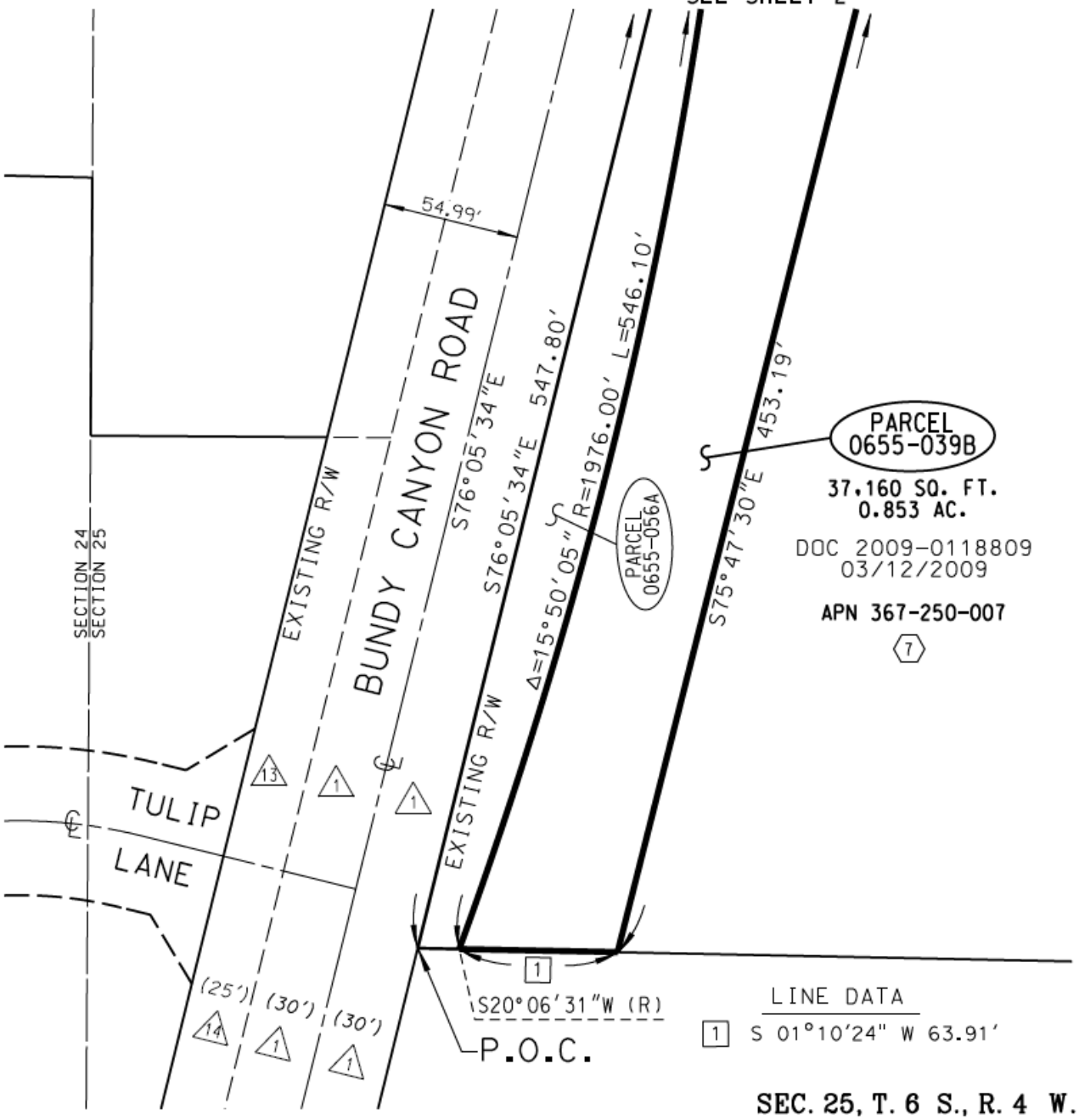
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WO No.: B5-0655	PROJECT: BUNDY CANYON ROAD WIDENING
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: AGU	
DATE: OCTOBER, 2018	APPROVED BY: John Duquette DATE: 10/31/2018
SHEET 2 OF 3	

PROFESSIONAL LAND SURVEYOR
JOHN R. DUQUETTE
L.S. 7566
STATE OF CALIFORNIA

EXHIBIT "B"

SLOPE & DRAINAGE EASEMENT
(0655-039B)

SEE SHEET 2



ALL DISTANCES SHOWN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GRID DISTANCE BY A COMBINATION FACTOR OF 1.000105670

PCL No.: 0655-039B	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY CANYON ROAD WIDENING
SCALE: NTS	THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.
PREPARED BY: AGU	
DATE: OCTOBER, 2018	APPROVED BY: John Duquette DATE: 10/31/2018
SHEET 3 OF 3	

PROFESSIONAL LAND SURVEYOR
JOHN R. DUQUETTE
L.S. 7566
STATE OF CALIFORNIA

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

State of California)
County of _____)

On _____, 2023, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared ___, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Permanent Slope & Drainage Easement dated as of _____, 2023, from **23263 Bundy Canyon Road, LLC** is hereby accepted by the order of the City Council of the City of Wildomar on July 13, 2023, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2023

By: _____

Print: _____

Title: _____

ATTEST:

ATTACHMENT 3

Temporary Construction Easement

Parcel File No.# PID 35
Project: Bundy Canyon Road- Segment 2
Recording requested by:
City Clerk of the City of Wildomar
WHEN RECORDED MAIL TO:

City of Wildomar
23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595

FREE RECORDING REQUESTED – Essential to acquisition
City of Wildomar – See Gov't Code 6103

A.P. No. 367-250-007 DOCUMENTARY TRANSFER TAX $ NONE

TEMPORARY CONSTRUCTION EASEMENT

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged,

23263 Bundy Canyon Road, LLC, a California limited liability company

hereinafter termed Grantor, does hereby grant to the CITY OF WILDOMAR, a municipal corporation, hereinafter termed Grantee, an easement for ingress, egress and construction purposes, including but not limited to the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors (collectively "Authorized Personnel"), for the removal, clearance, grading, and construction of a roadway improvements, or other necessary uses, in connection with the project over that certain real property (the "Property") situated in the City of Wildomar, County of Riverside, State of California, as depicted on Exhibit "A" attached hereto and incorporated herein by reference. This easement shall include, without limitation, the right and privilege of Authorized Personnel to (i) use, control, and occupy the Property in order to perform all activities as may be necessary for the construction of roadway improvements; (ii) have access to, ingress to, and egress from the Property; (iii) use and temporarily place, store, and operate tools, equipment, machinery, and materials on and within the Property; (iv) trim, cut, or clear away any trees, brush, or other vegetation or flora within the Property Area. Hereinafter, items (i)-(iv) shall be collectively referred to herein as the "Work." During the term of the easement, Grantor shall be permitted to access and use the Property to the extent such access and use does not interfere with use of the Property by Authorized Personnel for the Work. Easement holder will at all times during the term of the easement allow for owner to have and maintain reasonable access to and from the larger property and maintain reasonable access to and from the larger property, and Grantor will state and coordinate work with owner so as not to unreasonably impede/hinder access to and within the larger property.

The Grantee agrees to restore or have restored the temporary construction easement area as reasonably as possible to the pre-existing condition or to a condition mutually agreed upon within a reasonable time.

Grantee shall be responsible for any accident occurring on the Property during the term of this easement caused by Grantee's negligent use of the Property or by the negligent acts or conduct of its officers, employees, agents, contractors or subcontractors. It is further understood and agreed that this easement shall extend for a period of twenty-four (24) months commencing at the recordation of the Easement. Grantee shall provide Grantor written notice upon recordation to confirm commencement date. In no event shall the TCE extend beyond September 30, 2025.

In the event Grantee is unable to complete the Project before the expiration of the Temporary Construction Easement period, Grantee shall have the right to extend the Temporary Construction Period for up to twenty-four (24) additional months. The Extension Period will begin upon written notice provided by the Grantee to the Grantor. Written notice may be provided by personal delivery, U.S. Mail, or via email, and will state the additional the number of months required to complete the project. The compensation for any such Temporary Construction Easement extension will be $100 for each month the TCE is extended, to be paid upon Grantee notification to Grantor of the need for an extension. In no event shall the TCE extension extend beyond September 30, 2027.

All of the terms, conditions, and restrictions set forth in the Temporary Construction Easement shall run with the land of the property and shall bind and inure to the benefit of GRANTOR, GRANTEE, and their respective successors and assigns as owners of the interests in the property.

SEE DEPICTION ATTACHED HERETO AND MADE A PART HEREOF IN EXHIBIT “A”.

GRANTOR: 23263 Bundy Canyon Road, LLC, a California limited liability company

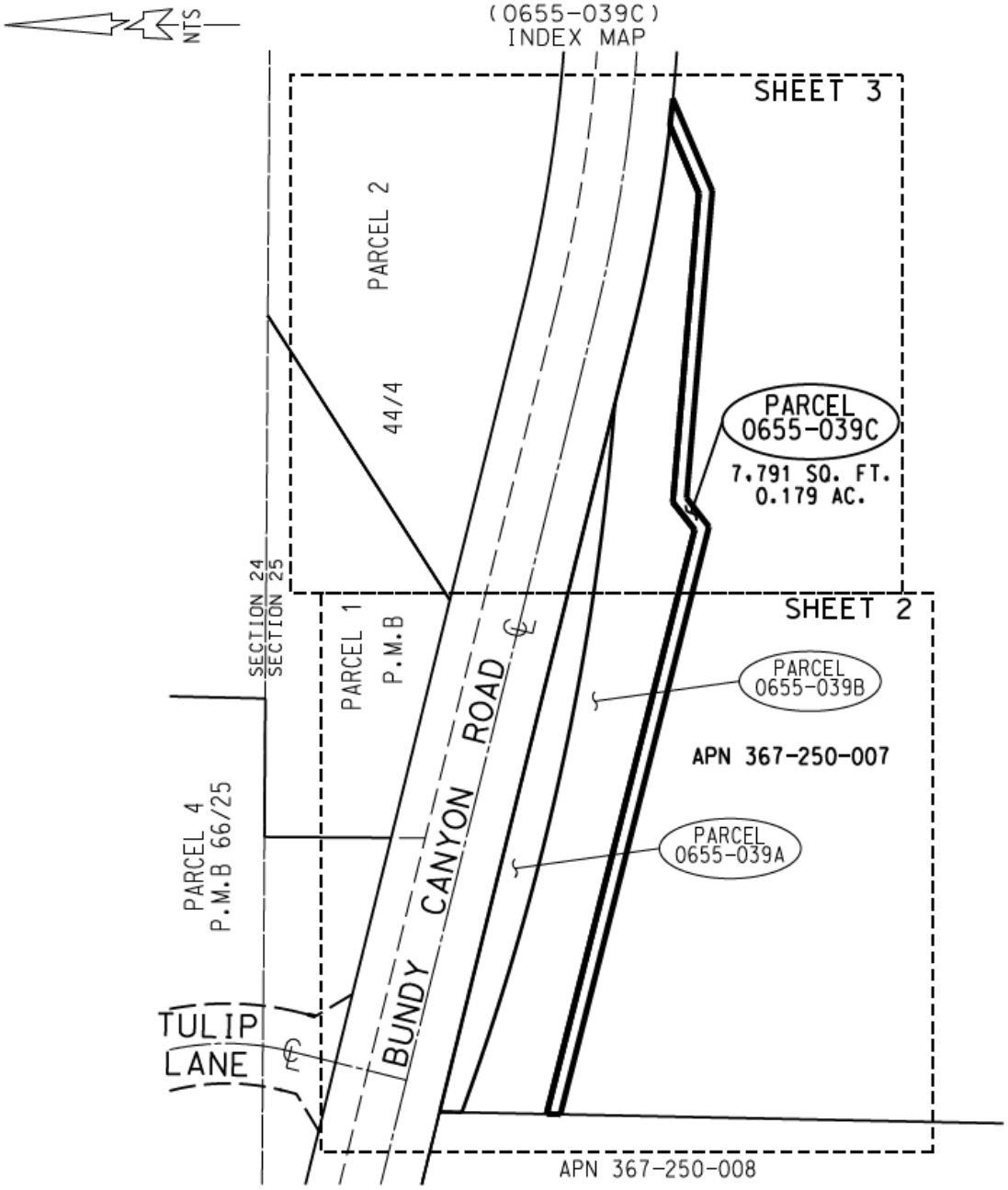
Dated: _____ By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT
(0655-039C)
INDEX MAP



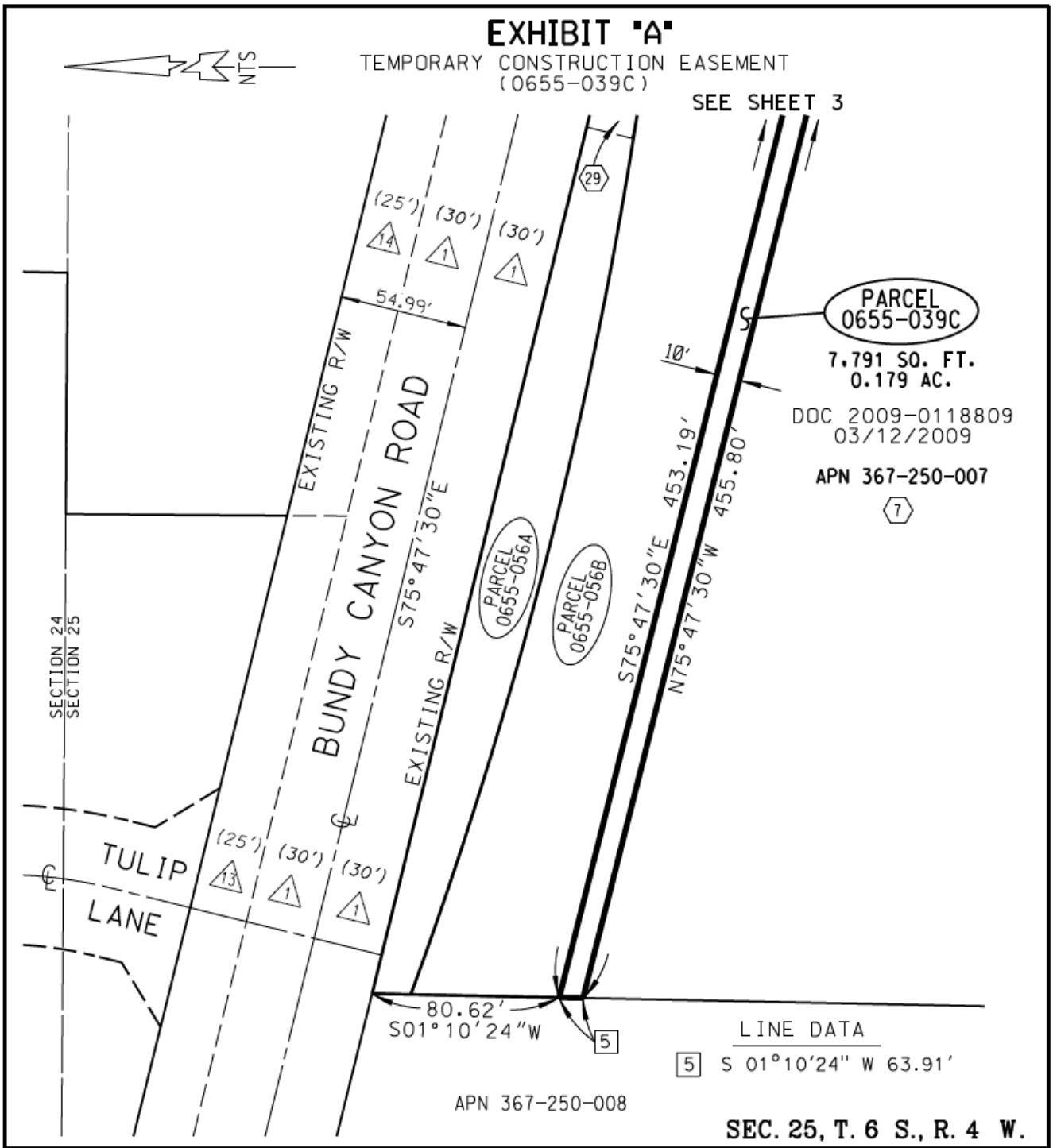
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PCL No.: 0655-039C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY CANYON ROAD WIDENING
SCALE: NTS	
PREPARED BY: AGU	
DATE: OCTOBER, 2018	APPROVED BY: John Duquette DATE: 10/31/2018
SHEET 1 OF 3	

PROFESSIONAL LAND SURVEYOR
JOHN R. DUQUETTE
L.S. 7566
STATE OF CALIFORNIA

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT
(0655-039C)



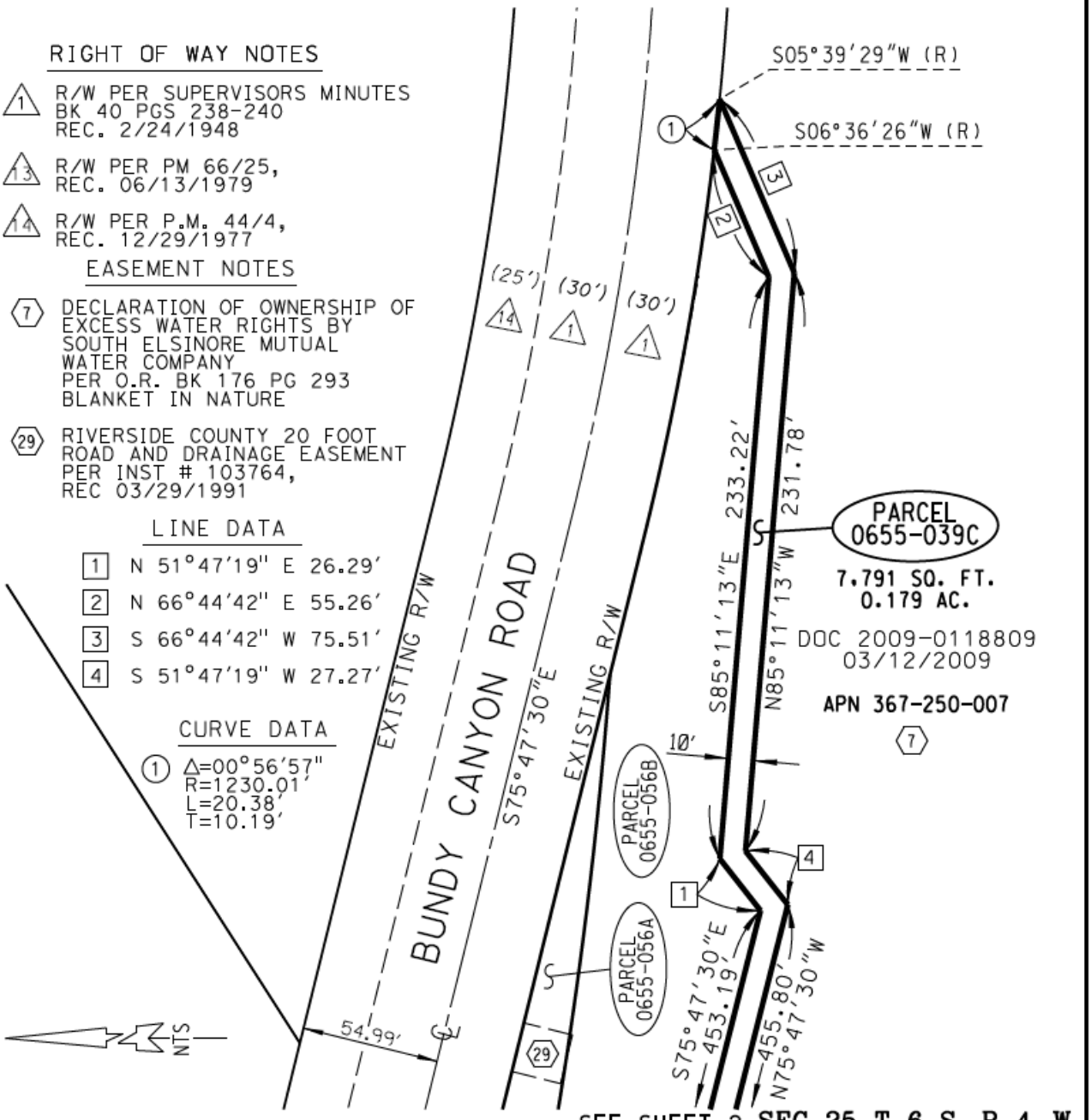
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PCL No.: 0655-039C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
WO No.: B5-0655	PROJECT: BUNDY CANYON ROAD WIDENING
SCALE: NTS	
PREPARED BY: AGU	
DATE: OCTOBER, 2018	APPROVED BY: John Duquette DATE: 10/31/2018
SHEET 2 OF 3	

PROFESSIONAL LAND SURVEYOR
JOHN R. DUQUETTE
L.S. 7566
STATE OF CALIFORNIA

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT
(0655-039C)



SEE SHEET 2 SEC. 25, T. 6 S., R. 4 W.

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PCL No.: 0655-039C	COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, SURVEY DIVISION
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SCALE: NTS	
PREPARED BY: AGU	
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PROFESSIONAL LAND SURVEYOR
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State of California)
County of _____)

On _____, 2023, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____(Seal)

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

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Dated as of: _____, 2023

By: _____

Print: _____

Title: _____

ATTEST: _____

Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2)

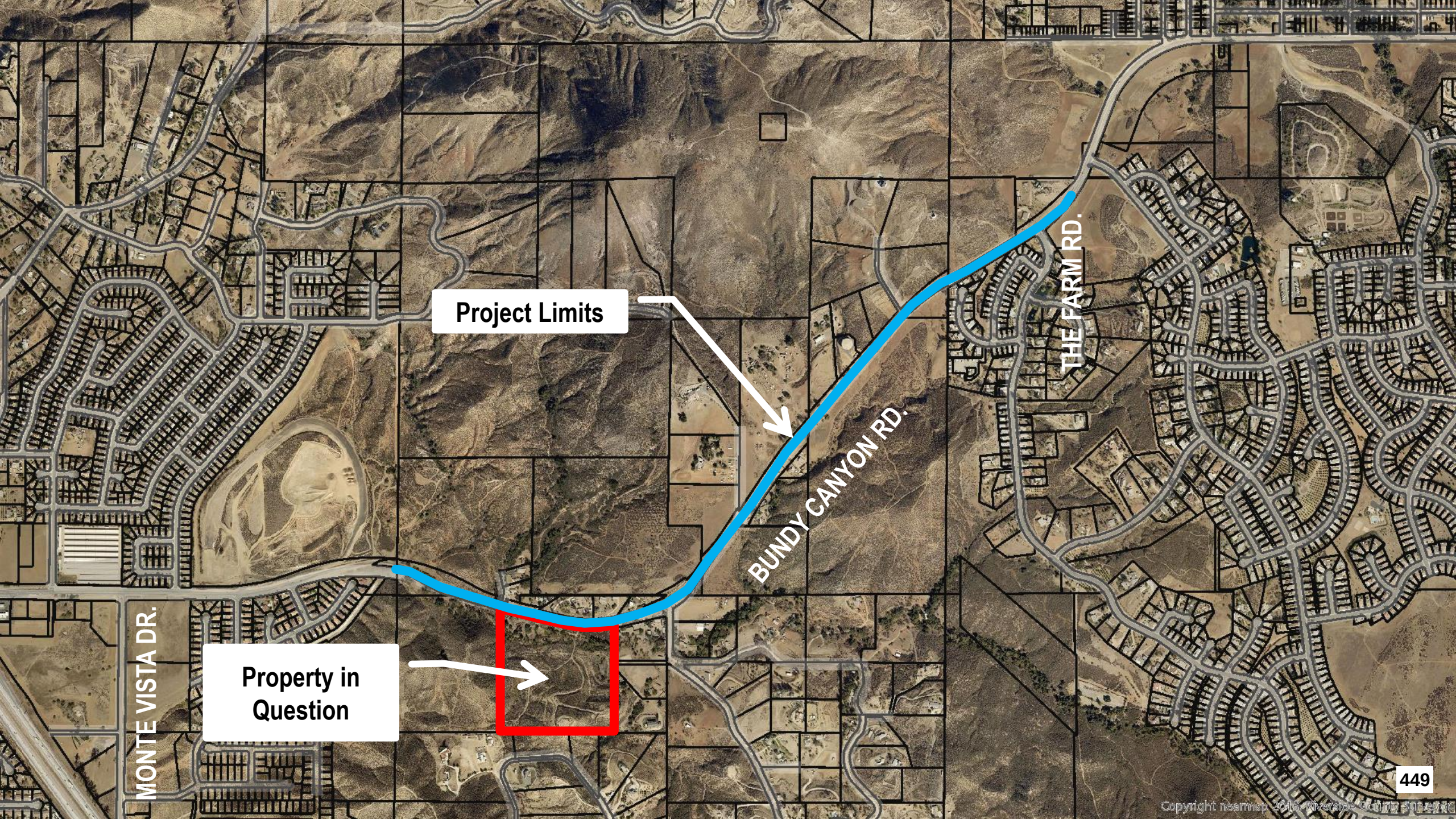
23263 Bundy Canyon Road

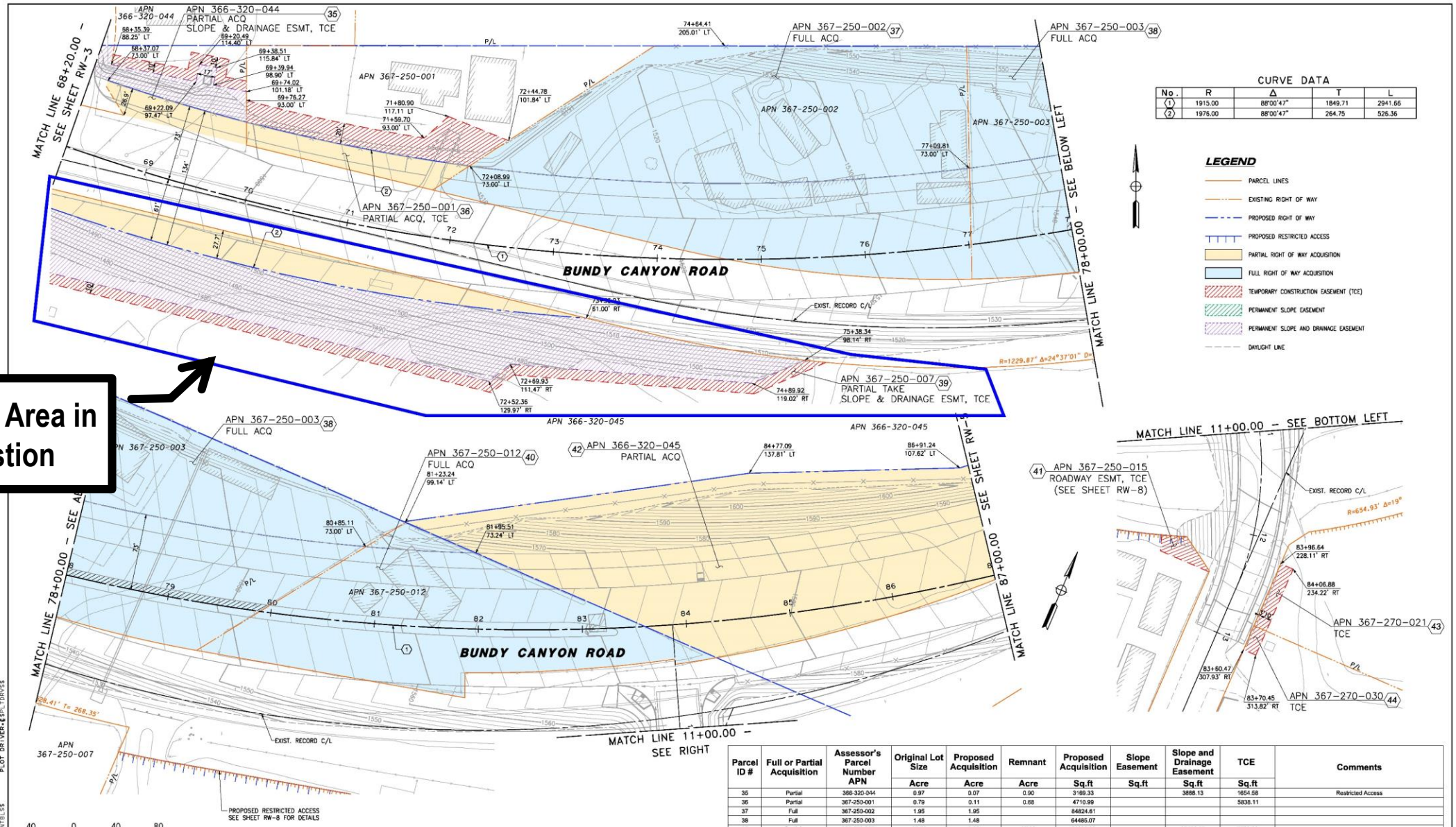
Resolution of Necessity

Public Hearing

September 13, 2023

City of Wildomar


Project Limits
BUNDY CANYON RD.
THE FARM RD.
MONTE VISTA DR.
Property in Question
449



Approx. Area in Question

CURVE DATA

No.	R	Δ	T	L
1	1915.00	88°00'47"	1849.71	2941.66
2	1976.00	88°00'47"	264.75	526.36

LEGEND

- PARCEL LINES
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PROPOSED RESTRICTED ACCESS
- PARTIAL RIGHT OF WAY ACQUISITION
- FULL RIGHT OF WAY ACQUISITION
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- PERMANENT SLOPE EASEMENT
- PERMANENT SLOPE AND DRAINAGE EASEMENT
- DAYLIGHT LINE

Parcel ID #	Full or Partial Acquisition	Assessor's Parcel Number APN	Original Lot Size	Proposed Acquisition	Remnant	Proposed Acquisition	Slope Easement	Slope and Drainage Easement	TCE	Comments
			Acre	Acre	Acre	Sq.ft	Sq.ft	Sq.ft	Sq.ft	
35	Partial	366-320-044	0.97	0.07	0.90	3169.33		3888.13	1654.58	Restricted Access
36	Partial	367-250-001	0.79	0.11	0.68	4710.99			5838.11	
37	Full	367-250-002	1.95	1.95		84824.61				
38	Full	367-250-003	1.48	1.48		64485.07				
39	Partial	367-250-007	27.55	0.26	27.29	11306.28		37158.97	7790.99	
40	Full	367-250-012	0.91	0.91		39435.21				
41	Temp	367-250-015	7.01		7.01				773.37	Restricted Access and 14,848.44 SQFT of Roadway Easement
42	Partial	366-320-045	42.69	2.02	40.67	88163.92				RCA
43	Temp	367-270-021	3.42		3.42				842.04	
44	Temp	367-270-030	2.85		2.85				325.81	

DIGALERT
DIAL BEFORE YOU DIG
TOLL FREE 1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

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

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

MARK	BY	DATE	REVISIONS	APPR.	DATE
				ENGINEER	CITY

CITY OF WILDOMAR
ACCEPTED BY:
Daniel A. York, Director of Public Works/ City Engineer, PE 43212
Date:
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

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

PARSONS
PHONE: (909) 218-3600 FAX: (909) 218-3605
3200 GUASTI ROAD, SUITE 200
ONTARIO, CA 91761
PREPARED BY: LEONARD M. TAN
R.C.E. No. 83892 EXP. 9/30/2021

BENCHMARK:
Elevation = 1345.285
Datum = 1970 NGVD 29
BENCHMARK # E-7-70
THIS SURVEY WAS PERFORMED ON (date) BY RIVERSIDE COUNTY SURVEYOR'S OFFICE.
L.S. (number), EXP. (date)
SCALE: H: As Noted V: As Noted

CITY OF WILDOMAR
BUNDY CANYON ROAD IMPROVEMENT PROJECT
RIGHT OF WAY REQUIREMENT MAPS
FROM STA 68+20.00 TO STA 87+00.00

SHEET No. 4 OF 8
RW-4

DESIGNED BY: LEONARD TAN CHECKED BY: HENG CHOW
PLOT DRIVER=$PLTDRV$ DATE=$DATE$ PEN TABLE=$PENTBL$ USER=$USER$ TIME=$TIME$ FILE PATH=$FILES$

DocuSign Envelope ID: F7C50372-2A0D-4985-A733-21DB7BC4FA0A

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

23873 Clinton Keith Road., Ste 201
Wildomar, CA 92595
951.677.7751 Phone
951.698.1463 Fax
www.Cityof Wildomar.org

July 18, 2023

23263 Bundy Canyon Road, LLC
Attn: Andy Sehremelis
2910 S. Archibald Avenue
Ontario, CA 91761

SUBJECT: City of Wildomar – Bundy Canyon Road Widening Project-Segment 2 (CIP 26-2)
Offer to Acquire – Permanent Road Easement, Slope and Drainage Easement and Temporary Construction Easement
Assessor's Parcel Number: 367-250-007

Dear Property Owner(s):

The City of Wildomar (City), as part of the Bundy Canyon Road Widening Project – Segment 2 (Project), is considering acquiring permanent easements on a portion of the subject property in which we believe you are the owner, along with a temporary easement interest. The City obtained a preliminary title report that lists **23263 Bundy Canyon Road, LLC, a California limited liability company** to be the vested owner of the above-mentioned property. The permanent easements are described in the legal descriptions and depicted on the plat maps within the attached Public Road and Utility Easement, Permanent Slope and Drainage Easement, and the Temporary Construction Easement is described and depicted in the attached Temporary Construction Easement Deed, herein collectively referred to as the" Easements."

This offer is contingent upon presentation of conclusive evidence of title. If more than one person has an interest in the Easements that the City is seeking to acquire, all parties with such interest must accept this offer.

As you are aware, the City had the Easements appraised to determine their fair market value and just compensation. The appraisal was conducted in accordance with commonly accepted standards and included consideration of the highest and best use of the land. Based on the appraisal , the City offers to purchase a Public Road and Utility Easement and Permanent Slope and Drainage Easement, free and clear of any encumbrances, and a Temporary Construction Easement for One Hundred Twenty-Five Thousand Dollars and No/100, ($125,000) ("Purchase Price").

The Purchase Price is the full amount established by the appraisal as the fair market value of the Easements and the just compensation for such acquisition. A written statement and a summary of the basis for the amount established as the Purchase Price is set forth in the attached Summary of Appraisal.

If the offer is acceptable to you, please sign the attached Agreement for Acquisition of Permanent Easement and Temporary Construction Easement. Upon receipt of the signed agreement, and other required documents, the matter will be reviewed by the City Council, which has final ratification authority.

If approved by the City Council, the City representative will sign and we will begin the escrow process to close this transaction. If you are not satisfied with the City's offer, you are encouraged to present any material you believe to be relevant to the value of the Easements, which will be carefully considered by the City. If a voluntary agreement cannot be

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reached, the City may consider formal condemnation proceedings against the Easements through its power of eminent domain or abandon its intention to acquire the Easements, giving proper notice to you in either event. The City has made no decision to exercise its power of eminent domain to acquire the Easements and can only do so after it holds a hearing at which all affected property owners have had an opportunity to appear and be heard.

In compliance with Government Code Section 7267.2, included with this offer is an information pamphlet describing the acquisition process. This Acquisition Brochure is being provided to you for informational purposes only and is not to be construed as legal advice.

Please also be advised that under Code of Civil Procedure Section 1263.025, the City of Wildomar will reimburse an owner of property, up to the amount of $5,000, for the owner to secure an independent appraisal of property subject to a potential acquisition. If you wish to take advantage of this reimbursement, please forward me a copy of a retention letter or other contract you may have, or may enter into, with an appraiser. In order to qualify for this reimbursement, the appraiser selected must be identified and must be a California Certified General Real Estate Appraiser. In addition, the retention letter or other contract, or other proof of appraisal retention acceptable to the City, must be submitted to the undersigned no later than sixty (60) days following the date of this letter.

The Easements are scheduled to be used within two years of their acquisition and is therefore not available to be leased back under the provisions of California Code of Civil Procedure 1263.615. Please be advised that this letter, the offer, and all other matters stated herein are made under the provisions of California Evidence Code Section 1152 and 1154, Section 1255.060 of the Code of Civil Procedure, and Sections 7267.1 and 7267.2 of the Government Code, and shall not be admissible in evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

The City has contracted with Interwest Consulting Group (Interwest) to acquire the Easements. If you need additional information or have any questions, please feel free to contact Jeremy Miller, the agent assigned to you, at (949) 299-5309 or email at jmiller@interwestgrp.com. We hope this offer meets your approval and that it will serve as the basis for a quick and mutually beneficial transaction. We look forward to hearing from you after you have an opportunity to review it and the attached enclosures. Thank you.

Sincerely,

Jason Farag, P.E.
Director of Public Works
City of Wildomar

Enclosures: Public Road and Utility Easement
Permanent Slope and Drainage Easement
Temporary Construction Easement Deed
Summary of Appraisal
Acquisition Brochure
Title VI Information
Agreement for Acquisition of Permanent Easement and Temporary Construction Easement

DocuSign Envelope ID: C92D20AB-2F3E-4456-A1FF-D1FE9C860226

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

23873 Clinton Keith Road., Ste 201
Wildomar, CA 92595
951.677.7751 Phone
951.698.1463 Fax
www.Cityof Wildomar.org

August 17, 2023

Sent via U.S. Mail and FedEx 2 Day

23263 Bundy Canyon Road, LLC
Attn: Andy Sehremelis
2910 S. Archibald Avenue
Ontario, CA 91761

RE: City of Wildomar – Bundy Canyon Road Improvement Project, Segment 2 (CIP 26-2)

NOTICE OF HEARING REGARDING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO CONSIDER THE ADOPTION OF A RESOLUTION OF NECESSITY TO CONDEMN CERTAIN PROPERTY INTERESTS LOCATED AT ASSESSOR'S PARCEL NUMBER 367-250-007

Dear Property Owner:

This letter is written on behalf of the City of Wildomar (City) to give you notice pursuant to California Code of Civil Procedure Section 1245.235 that the City Council of the City of Wildomar (City Council) will consider the adoption of a Resolution of Necessity (Resolution) to condemn a portion of your real property at its regular meeting on **September 13, 2023, at 6:00 p.m.** at 23873 Clinton Keith Road, Suite 106, Wildomar, CA 92595. The property which will be the subject of consideration is located in the City of Wildomar, APNs 367-250-007. The Project for which this acquisition will be considered is the Bundy Canyon Road Improvement Project, Segment 2 – CIP 26-2 (Project). If the City adopts a Resolution, the City will commence an eminent domain proceeding in Riverside County Superior Court to acquire the property.

In determining whether to adopt the Resolution, the City Council will consider whether the following three conditions referred to in Code of Civil Procedure section 1240.030 are established:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property sought to be acquired is necessary for the Project.

The City Council will also consider whether the offer required by Government Code Section 7267.2 has been made to the owner of record.

You have the right to appear and be heard by City Council on the three matters referred to in section 1240.040 as set forth above. Should you wish to appear and be heard on these matters, you must file a written request to appear and be heard within fifteen (15) days of this Notice.

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If you contend that any of the three conditions listed above have not been met, your written request to appear should indicate such condition(s). By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, this will enable the City to authorize a full and expeditious review of the Project's effect on your property. The City will conduct the review on behalf of the City Council and ask for your participation. Based on this review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be *on file* with the City Clerk within the 15-day period set forth above, which ends on September 1, 2023. The failure to file a written request to appear and be heard with the City Clerk by September 1, 2023, will result in the waiver of your right to appear and be heard by the City Council on the matters referred to in section 1240.030 as set forth above.

All requests to appear must be sent for filling to:

City Clerk - City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you deliver your correspondence or mail it by Certified Mail, Return Receipt Requested to confirm that your response was received by the City Clerk with the 15-day period.

Please note that questions regarding the amount of compensation to be paid or the value of the property to be acquired are <u>not</u> part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the eminent domain court proceeding. If you elect not to appear and be heard, you will still have the right to claim greater compensation in the court proceeding.

The City is moving forward at this time due to the requirements of the Project schedule. However, the City will continue negotiations regarding compensation, and remains hopeful that a settlement can be reached. Enclosed herewith is a copy of the Offer to Acquire provided to you dated July 18, 2023, which includes details regarding the portion of your property that may be acquired, and the offer to purchase issued by the City.

If you have any questions, please feel free to contact Jeremy Miller, Interwest Consulting Group, at (949)299-5309 or email at jmiller@interwestgrp.com.

Sincerely,

Jason Farag, P.E.
Public Works Director
City of Wildomar

Enclosures: Offer to Acquire

SUBJECT: Quality Business Incentive Program (QBIP)

SUBMITTED BY: Kimberly Davidson

PREPARED BY: Kimberly Davidson

ACTION:
Please receive and file.

SUMMARY:
The City of Wildomar continually strives to encourage and attract new, quality businesses and has the resources to help those businesses open quickly and thrive.

Some businesses may require further encouragement in the form of incentives to locate to a city or region and thus is the purpose of the Quality Business Incentive Program (QBIP). This program will serve as a guiding document to define the types of business uses that we feel will increase the quality of life for residents and visitors in Wildomar.

BACKGROUND:
Historically, cities have offered various forms of incentives in order to encourage quality development within their jurisdictions. These incentives take many forms and are typically tailored to the individual business' needs and operational requirements. The proposed incentive options within the QBIP will be negotiated on a per project basis, as applicable and following any governing federal, state, county, or local laws and codes and may require approval by City Council.

In April 2023, City Council tasked the Finance Committee with researching viable options for an incentive program. The QBIP included here is the proposed result of those Committee meetings.

DISCUSSION:
For the purpose of this program, a “Quality Business” in Wildomar will be defined as any business that provides a product, service or experience that:

- Adds to the overall quality of life in Wildomar and the region; and

- Significantly contributes to the tax base of Wildomar and/or the region; or
- Provides jobs that may allow for area residents to work close to home; or
- Adds a product, service or experience not found elsewhere in the region.

The possible incentives could include:

- Subsidy or reduction of fees
- Construction of off-site public improvements
- Rebate of sales tax or transient occupancy tax (TOT)
- Sale or lease of property
- Fast-Tracking the process
- City-prepared Specific Plan and environmental studies for certain areas of the City

FISCAL IMPACT:

There is no fiscal impact to this report as it is a receive and file item. Any negotiated incentives in the future will include a discussion regarding a fiscal impact, if any, at that time.

ATTACHMENTS:

Quality Business Incentive Program (QBIP).pptx

QUALITY BUSINESS INCENTIVE PROGRAM (QBIP)

City of Wildomar
2023

INTRODUCTION

ALL businesses in Wildomar are important; not just for the fiscal vitality of the city, but for providing necessary goods and services, creating an atmosphere, and hopefully providing a positive experience for our residents, business community and visitors. The City of Wildomar continually strives to encourage and attract new, quality businesses to the city and region and has resources to help those businesses open quickly and thrive.

Some businesses, as defined in this program, may require further encouragement/ incentives to locate to a city or region and thus is the purpose of the Quality Business Incentive Program (QBIP).

DEFINITION OF QUALITY BUSINESS

A “Quality Business” in Wildomar will be defined as any business that provides a product, service or experience that:

- Adds to the overall quality of life in Wildomar and the region; and
- Significantly contributes to the tax base of Wildomar and/or the region; or
- Provides jobs that may allow for area residents to work close to home; or
- Adds a product, service or experience not found elsewhere in the region.

APPLICABLE BUSINESS TYPE EXAMPLES

Entertainment

Entertainment may include (but not limited to) movie theatres, stadiums, arenas, amusement parks and similar entertainment facilities and venues.

Healthcare

Healthcare may include (but not limited to) providing services and/or products to treat patients with curative, preventive, rehabilitative, and palliative care.

Hotels

Hotels include (but not limited to) establishments that provide paid lodging on a short-term basis. May include meals and other services for travelers and tourists. Must be a minimum of a 3-star hotel (offering unique amenities and providing quality service, focusing on business travel and multi-night stays).

APPLICABLE BUSINESS TYPE EXAMPLES

Industrial

Industrial uses include (but not limited to) manufacturing, job creation, entertainment (if an allowed use).

Restaurants

Restaurants should provide a dining experience that is either upscale and/or meeting the current trends to provide a positive, memorable experience for residents and visitors.

Retail

Retail includes (but not limited to) selling quality and/or handmade, local merchandise and certain services to consumers.

Tourism

Tourism includes (but not limited to) creating or encouraging a purpose for people to travel into Wildomar to consume a product, service or experience.

POSSIBLE INCENTIVES

Any negotiated incentive may require approval by Wildomar City Council.

The “possible incentives” noted on the following page will be negotiated on a case-by-case basis, as applicable and following any governing federal, state, county, or local laws and codes.

POSSIBLE INCENTIVES

- Subsidy or reduction of fees
- Construction of off-site public improvements
- Rebate of sales tax or transient occupancy tax (TOT)
- Sale or lease of property
- Fast-Tracking the process
- City prepares a Specific Plan and performs environmental studies for certain areas of the City

CITY OF WILDOMAR
CC - REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.2
Meeting Date: September 13, 2023

SUBJECT: Update on Business Registrations: Fee Holiday and Audit

SUBMITTED BY: Kimberly Davidson

PREPARED BY: Kimberly Davidson

ACTION:
Staff recommends that City Council continue with the Business Registration audit, but also impose an Administrative Citation as per Chapter 1.16.080 of the Wildomar Municipal Code as a penalty for continued non-compliance. The Administrative Citation is listed as the penalty for Business Registration violation in Chapter 5.68.160 of the WMC.

SUMMARY:
Business registrations are required for every person conducting or carrying on a business anywhere in the City per the Wildomar Municipal Code. Historically, we have only had about 1/3 of our total businesses in compliance with this Ordinance.

In September 2022, we began a 12-month "Fee Holiday," paid for with ARPA (American Rescue Plan Act) funds to encourage businesses to comply with our business registration ordinance.

BACKGROUND:
In January 2023, our third-party business registration administrator, HdL, began an audit to bring all businesses within Wildomar city limits into compliance with our business registration ordinance. When the audit began, we had approximately 668 valid registrations, which was anticipated to be 1/3 of the total businesses in Wildomar (est. 2,000). To date, 346 businesses have complied with the audit and received their registrations; 652 businesses still have not complied with the program.

DISCUSSION:
The registration process for a business is very important because it includes department review to ensure:

- Compliance with zoning and land use

- Compliance with all City Codes, including Building & Safety Codes, Fire Codes
- Ensure businesses are safe for the public
- Certifications and licenses are current (eg Federal, State and County and Industry-specific)
- Legal compliance
- Hazardous material storage
- Compliance with other entities (IRS, grant funding, etc)

FISCAL IMPACT:
There is no fiscal impact if we continue to have HdL send audit letters for Business Registration compliance. However, if we require HdL to take further action (e.g., phone calls or in-person visits to the businesses), HdL charges 35% of any fees collected.

ACCOUNT CODE:
100-410-4800-52300

ATTACHMENTS:
Business Registration Update_9-13-2023.pptx

Wildomar Business Registration UPDATE

Kimberly Davidson
Economic Development Director
09.13.2023



WILDOMAR MUNICIPAL CODE

5.68.030 Business registration and license required.

Every person conducting or carrying on a business as defined in this chapter anywhere in the City shall register by obtaining a business license. A separate business license shall be obtained for each physical location (including branch establishments) or for each business operated on a mobile basis by a mobile operator as defined in this chapter. (Ord. 18 § 2, 2008, RCC § 5.72.030)

IMPORTANCE

The registration process for a business includes department review to ensure:

- Compliance with zoning and land use
- Compliance with all City Codes, including Building & Safety Codes, Fire Codes
- Ensure businesses are safe for the public
- Certifications and licenses are current
  - ✓ Federal, State and County
  - ✓ Industry-specific (ex: cosmetology)
- Legal compliance
- Hazardous material storage
- Compliance with other entities (IRS, grant funding, etc)

STATS

- Fee Holiday 9/1/2022 - 8/31/2023
- Fee Audit began January 2023
- 668 valid Business Registrations as of January 2023; anticipated to be 1/3 of the total businesses in Wildomar (est. 2,000)
- 346 businesses signed up due to the audit
- Currently at 1,448 Business Registrations

FEE HOLIDAY

- 9/1/2022 - 8/31/2023
- Approx. 780 businesses took advantage of the “holiday”
- Paid through ARPA funds (American Rescue Plan Act)



FEE AUDIT

- Fee Audit began January 2023
- Each business received at least 4 physical letters asking them to comply with our Business Registration ordinance
  - ✓ Some also received emails and phone calls
- 652 businesses have not complied with the program

CITY OF WILDOMAR
COMPLIANCE DIVISION
8839 N CEDAR AVE #212
FRESNO, CA 93720
(951) 444-7230

TEST ACCOUNT
23873 CLINTON KEITH RD
WILDOMAR, CA 92595-9735

September 02, 2023 Account No. : 09403650

Re: City of Wildomar Business License Tax

Dear Business Owner:

The HdL Companies has been retained by the City of Wildomar to assist businesses in becoming compliant with the City's Municipal Code as it relates to Business Registrations. All information obtained during this outreach program will remain strictly confidential and be used for the City's administration of Business Registrations.

It has come to our attention that you are conducting business in City of Wildomar and the City would like to welcome you to the business community. In order to help bring businesses in compliance with the City's Business Registration requirements, the city has enabled a fee holiday that will waive all associated registration fees until 8/31/2023. In response to this notice, please complete one of the following items:

- If you do not hold a valid Business Registration in the City of Wildomar and you would like to take advantage of the fee holiday, please complete the attached application and mail to the return address listed in the top left corner of this letter. You may also submit your application by email at wildomarcompliance@hdlgov.com or by fax to (909) 348-0465.
- If you currently have a valid Business Registration in the City of Wildomar, please contact the Compliance Division at wildomarcompliance@hdlgov.com and include the account number listed in this letter.
- If you feel that there has been an error, and your business should not have received this notice, please contact the Compliance Division at wildomarcompliance@hdlgov.com.

Sincerely,

City of Wildomar
Compliance Division

CITY OF WILDOMAR
COMPLIANCE DIVISION
8839 N CEDAR AVE #212
FRESNO, CA 93720
(951) 444-7230

FINAL NOTICE

TEST ACCOUNT
23873 CLINTON KEITH RD
WILDOMAR, CA 92595-9735

September 03, 2023 Account No. : 09403650

Re: City of Wildomar Business License Tax

Dear Business Owner:

Multiple attempts were made to reach you and advise of the fee holiday and consequentially this is the final notice.

The HdL Companies has been retained by the City of Wildomar to assist businesses in becoming compliant with the City's Municipal Code as it relates to Business Registrations. All information obtained during this outreach program will remain strictly confidential and be used for the City's administration of Business Registrations.

It has come to our attention that you are conducting business in City of Wildomar and the City would like to welcome you to the business community. In order to help bring businesses in compliance with the City's Business Registration requirements, the city has enabled a fee holiday that will waive all associated registration fees until 8/31/2023. In response to this notice, please complete one of the following items:

- If you do not hold a valid Business Registration in the City of Wildomar and you would like to take advantage of the fee holiday, please complete the attached application and mail to the return address listed in the top left corner of this letter. You may also submit your application by email at wildomarcompliance@hdlgov.com or by fax to (909) 348-0465.
- If you currently have a valid Business Registration in the City of Wildomar, please contact the Compliance Division at wildomarcompliance@hdlgov.com and include the account number listed in this letter.
- If you feel that there has been an error, and your business should not have received this notice, please contact the Compliance Division at wildomarcompliance@hdlgov.com.

Sincerely,

City of Wildomar
Compliance Division

RECOMMENDATION

- Continue with the audit
  - ✓ Impose an Administrative Citation as per Chapter 1.16.080 of the Wildomar Municipal Code as a penalty for continued non-compliance. The Administrative Citation is listed as the penalty for Business Registration violation in Chapter 5.68.160 of the WMC.

E. Administrative Penalties.

1. The penalties assessed for each violation shall not exceed the following amounts:

   a. $100.00 for a first violation;

   b. $200.00 for a second violation of the same ordinance within one year; and

   c. $500.00 for each additional violation of the same ordinance within one year.

2. If the violation is not corrected, additional administrative citations may be issued for the same violation. The amount of the penalty shall increase at the rate specified above.

3. Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action.

4. The penalties assessed shall be payable to the City.

COST

- Cost to City of Wildomar
  - ✓ No charge for HdL to continue sending letters
  - ✓ If we require HdL to take further action (e.g., phone calls or in-person visits to the businesses), HdL charges 35% of any fees collected

CITY OF WILDOMAR
CC - REGULAR MEETING
FUTURE AGENDA ITEMS
Meeting Date: September 13, 2023

SUBJECT: Future Agenda Items

SUBMITTED BY: Janet Morales

ACTION:

Title- Councilmember-Anticipated Date

1. Amend Fencing Requirements - Benoit - Nov 2023
2. Official reserve policy - Marquez - Nov 2023

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.1
Meeting Date: September 13, 2023

SUBJECT: Cemetery Minutes - August 9, 2023 Regular Meeting

SUBMITTED BY: Janet Morales

PREPARED BY: Janet Morales

ACTION:
Approve the Minutes as presented

ATTACHMENTS:
1. 08-13-2023 Regular Minutes - WCD

MINUTES
CITY OF WILDOMAR
CEMETERY DISTRICT –REGULAR MEETING
WEDNESDAY, AUGUST 9, 2023
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA 92595

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

The regular session meeting was called to order by Chair Morabito at 7:52 P.M.

ROLL CALL

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

Members absent: None.

Staff in Attendance: City Manager York, City Attorney Jex, City Clerk Morales, Community Development Director Bassi, Finance Manager Jantz, Public Works Director Farag, Administrative Services Director Schrader, Development Manager Stadnik, IT Technician Sung, and Community Services Director Torres.

PUBLIC COMMENTS

None.

BOARD COMMUNICATIONS

None.

APPROVAL OF THE AGENDA AS PRESENTED

Moved by Carlos Marquez, seconded by Dustin Nigg to Approve the Agenda as presented.

Motion Approved: 5 – 0

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

4. CEMETERY CONSENT CALENDAR

Moved by Bridgette Moore seconded by Dustin Nigg to Approve the Agenda as presented.

Motion Approved: 5 – 0

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

4.1 Cemetery Minutes - July 12 2023 - Regular Meeting

Approved the minutes as presented.

4.2 Amended Minutes - February 8, 2023 - Regular Meeting

Approved the amended minutes as presented.

4.3 Warrant Register Cemetery July 2023

Approved the following:

For Fiscal Year 2022/2023

1. Warrant Register dated 07-13-2023 in the amount of $2,560.38.
2. Warrant Register dated 07-20-2023 in the amount of $53.93.
3. Warrant Register dated 07-27-2023 in the amount of $4,620.68.

For Fiscal Year 2023/2024

1. Warrant Register dated 07-03-2023 in the amount of $19,919.
2. Warrant Register dated 07-13-2023 in the amount of $591.21.
3. Warrant Register dated 07-20-2023 in the amount of $61.95.
4. Warrant Register dated 07-27-2023 in the amount of $283.32.

4.4 June 2023 Cemetery Treasurers Report

Approved the Treasurer's Report for June 2023.

5. CEMETERY PUBLIC HEARINGS

None scheduled.

6. CEMETERY GENERAL BUSINESS

None scheduled.

GENERAL MANAGER REPORT

None.

FUTURE AGENDA ITEMS

None.

ADJOURN THE WILDOMAR CEMETERY DISTRICT MEETING

There being no further business, Chair Morabito adjourned the meeting at 7:53 p.m.

Submitted by:	Approved by:
Janet Morales, CMC City Clerk	Joseph Morabito Chair

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.2
Meeting Date: September 13, 2023

SUBJECT: July 2023 Cemetery Treasurers Report

SUBMITTED BY: Adam Jantz

PREPARED BY: Adam Jantz

ACTION:
Staff recommends that the Board of Trustees approve the Treasurer's Report for July 2023.

SUMMARY:
July 2023 Cemetery Treasurer's Report

DISCUSSION:
Attached is the Treasurer's Report for Cash and Investments for the month of July 2023.

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

ACCOUNT CODE:
300-1011
301-1011

ATTACHMENTS:
July 2023 Cemetery Treasurer's Report

WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
July 2023

DISTRICT INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
301	CAMP POOL	$ 405,536.80	$ 405,536.80	$ 405,536.80	28.64%	0	5.31%
300	CAMP MANAGED ACCOUNT	$ 1,014,755.77	$ 1,014,755.77	$ 1,010,336.46	71.36%	771	Variable
	TOTAL	$ 1,420,292.57	$ 1,420,292.57	$ 1,415,873.26	100.00%		

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	+ INTEREST DEPOSITED	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
301	CAMP POOL	$ 403,714.61	$ -	$ 1,822.19	$ -	$ 405,536.80	5.31%
300	CAMP MANAGED ACCOUNT	$ 1,011,781.84	$ -	$ 2,973.93	$ -	$ 1,014,755.77	Variable
	TOTAL	$ 1,415,496.45	$ -	$ 4,796.12	$ -	$ 1,420,292.57	

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

8/31/2023

Date

CITY OF WILDOMAR
CC - REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 4.3
Meeting Date: September 13, 2023

SUBJECT: Warrant Register Cemetery Aug 2023

SUBMITTED BY: Nicholas Neidiffer

PREPARED BY: Nicholas Neidiffer

ACTION:
Approve the following:

For Fiscal Year 2022/2023
1. Warrant Register dated 08-17-2023 in the amount of $920.32.

For Fiscal Year 2023/2024
1. Warrant Register dated 08-03-2023 in the amount of $3,532.23.
2. Warrant Register dated 08-10-2023 in the amount of $169.49.
3. Warrant Register dated 08-17-2023 in the amount of $704.74.
4. Warrant Register dated 08-31-2023 in the amount of $5,237.93.

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

FISCAL IMPACT:
These Warrant Registers will have a budgetary impact in the amount and fiscal year noted in the recommendation section of this report. These costs are included in the Fiscal Year 2022/23 and 2023/24 Budget.

ATTACHMENTS:
4.2 Warrant Reg CEM Aug 2023 Voucher Listings.pdf

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217045	8/17/2023	000499 INLAND EMPIRE LANDSCAPE INC	40836		PROVIDE A 3-MEN CREW TO TRIM WEEDS THROU	850.00
					Total :	**850.00**
217046	8/17/2023	001258 SUNBELT RENTALS, INC.	140848137-0001		CEMETERY EQUIPMENT RENTAL	70.32
					Total :	**70.32**
2	**Vouchers for bank code :**	wf			**Bank total :**	**920.32**
2	**Vouchers in this report**				**Total vouchers :**	**920.32**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216990	8/3/2023	000367 CINTAS CORPORATION	5168740148		CEMETERY FIRST AID & SAFETY	252.92
					Total :	**252.92**
216991	8/3/2023	000367 CINTAS CORPORATION	4162576227		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
			4163260141		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
					Total :	**283.32**
216992	8/3/2023	001760 DAVIS, NEHEMIAH	73123		BOOT REIMBURSEMENT	179.43
					Total :	**179.43**
216993	8/3/2023	000012 ELSINORE VALLEY MUNICIPAL, WATER D	12496235		06/20/23-07/19/23 CEMETERY WATER SERVICE	2,338.15
					Total :	**2,338.15**
216994	8/3/2023	000941 FRONTIER	71923		CEMETERY VOICE/INTERNET SVC 07/19/23-08/	61.14
					Total :	**61.14**
216995	8/3/2023	000048 MURRIETA LOCK AND SAFE, INC.	11018		CEMETERY BUILDING REPAIR (LOCK)	417.27
					Total :	**417.27**

6 Vouchers for bank code : wf **Bank total :** **3,532.23**

6 Vouchers in this report **Total vouchers :** **3,532.23**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217022	8/10/2023	000593 TORRES, DANIEL	80823		REIMBURSEMENT FOR SUPPLIES & FLEET WASH	169.49
					Total :	**169.49**

1 Vouchers for bank code : wf **Bank total :** **169.49**

1 Vouchers in this report **Total vouchers :** **169.49**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217047	8/17/2023	000367 CINTAS CORPORATION	4163998024		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
					Total :	**141.66**
217048	8/17/2023	000186 RIGHTWAY	351034		(2) CEMETERY RESTROOM MAINTENANCE/SERVIC	449.55
					Total :	**449.55**
217049	8/17/2023	001720 STERICYCLE, INC	8004360530B		CONTRACTUAL SHREDDING SVC	113.53
					Total :	**113.53**
	3 Vouchers for bank code : wf				**Bank total :**	**704.74**
	3 Vouchers in this report				**Total vouchers :**	**704.74**

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
217092	8/31/2023	000367 CINTAS CORPORATION	4164666852		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
			4165373379		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
			4166085011		STAFF UNIFORM & TOWEL MAINTENANCE	141.66
					Total :	**424.98**
217093	8/31/2023	001338 DEANZA TERMITE & PEST CONTROL, INC	632845B		PEST CONTROL CEMETERY (8/16/23)	55.00
					Total :	**55.00**
217094	8/31/2023	001184 DYLAN DIXON TREE SERVICES	2058	0000467	TREE SERVICES	4,700.00
					Total :	**4,700.00**
217095	8/31/2023	000790 SPARKLETTS	81223		THROUGH 08/12/23 DRINKING WATER - CEMETE	57.95
					Total :	**57.95**

4 Vouchers for bank code : wf **Bank total :** **5,237.93**

4 Vouchers in this report **Total vouchers :** **5,237.93**

DocuSign Envelope ID: C92D20AB-2F3E-4456-A1FF-D1FE9C860226

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

23873 Clinton Keith Road., Ste 201
Wildomar, CA 92595
951.677.7751 Phone
951.698.1463 Fax
www.Cityof Wildomar.org

August 17, 2023

Sent via U.S. Mail and FedEx 2 Day

23263 Bundy Canyon Road, LLC
Attn: Andy Sehremelis
2910 S. Archibald Avenue
Ontario, CA 91761

RE: City of Wildomar – Bundy Canyon Road Improvement Project, Segment 2 (CIP 26-2)

NOTICE OF HEARING REGARDING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO CONSIDER THE ADOPTION OF A RESOLUTION OF NECESSITY TO CONDEMN CERTAIN PROPERTY INTERESTS LOCATED AT ASSESSOR'S PARCEL NUMBER 367-250-007

Dear Property Owner:

This letter is written on behalf of the City of Wildomar (City) to give you notice pursuant to California Code of Civil Procedure Section 1245.235 that the City Council of the City of Wildomar (City Council) will consider the adoption of a Resolution of Necessity (Resolution) to condemn a portion of your real property at its regular meeting on **September 13, 2023, at 6:00 p.m.** at 23873 Clinton Keith Road, Suite 106, Wildomar, CA 92595. The property which will be the subject of consideration is located in the City of Wildomar, APNs 367-250-007. The Project for which this acquisition will be considered is the Bundy Canyon Road Improvement Project, Segment 2 – CIP 26-2 (Project). If the City adopts a Resolution, the City will commence an eminent domain proceeding in Riverside County Superior Court to acquire the property.

In determining whether to adopt the Resolution, the City Council will consider whether the following three conditions referred to in Code of Civil Procedure section 1240.030 are established:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property sought to be acquired is necessary for the Project.

The City Council will also consider whether the offer required by Government Code Section 7267.2 has been made to the owner of record.

You have the right to appear and be heard by City Council on the three matters referred to in section 1240.040 as set forth above. Should you wish to appear and be heard on these matters, you must file a written request to appear and be heard within fifteen (15) days of this Notice.

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If you contend that any of the three conditions listed above have not been met, your written request to appear should indicate such condition(s). By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, this will enable the City to authorize a full and expeditious review of the Project's effect on your property. The City will conduct the review on behalf of the City Council and ask for your participation. Based on this review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be *on file* with the City Clerk within the 15-day period set forth above, which ends on September 1, 2023. The failure to file a written request to appear and be heard with the City Clerk by September 1, 2023, will result in the waiver of your right to appear and be heard by the City Council on the matters referred to in section 1240.030 as set forth above.

All requests to appear must be sent for filling to:

City Clerk - City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you deliver your correspondence or mail it by Certified Mail, Return Receipt Requested to confirm that your response was received by the City Clerk with the 15-day period.

Please note that questions regarding the amount of compensation to be paid or the value of the property to be acquired are <u>not</u> part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the eminent domain court proceeding. If you elect not to appear and be heard, you will still have the right to claim greater compensation in the court proceeding.

The City is moving forward at this time due to the requirements of the Project schedule. However, the City will continue negotiations regarding compensation, and remains hopeful that a settlement can be reached. Enclosed herewith is a copy of the Offer to Acquire provided to you dated July 18, 2023, which includes details regarding the portion of your property that may be acquired, and the offer to purchase issued by the City.

If you have any questions, please feel free to contact Jeremy Miller, Interwest Consulting Group, at (949)299-5309 or email at jmiller@interwestgrp.com.

Sincerely,

Jason Farag, P.E.
Public Works Director
City of Wildomar

Enclosures: Offer to Acquire

DocuSign Envelope ID: F7C50372-2A0D-4985-A733-21DB7BC4FA0A

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

23873 Clinton Keith Road., Ste 201
Wildomar, CA 92595
951.677.7751 Phone
951.698.1463 Fax
www.Cityof Wildomar.org

July 18, 2023

23263 Bundy Canyon Road, LLC
Attn: Andy Sehremelis
2910 S. Archibald Avenue
Ontario, CA 91761

SUBJECT: City of Wildomar – Bundy Canyon Road Widening Project-Segment 2 (CIP 26-2)
Offer to Acquire – Permanent Road Easement, Slope and Drainage Easement and Temporary Construction Easement
Assessor's Parcel Number: 367-250-007

Dear Property Owner(s):

The City of Wildomar (City), as part of the Bundy Canyon Road Widening Project – Segment 2 (Project), is considering acquiring permanent easements on a portion of the subject property in which we believe you are the owner, along with a temporary easement interest. The City obtained a preliminary title report that lists **23263 Bundy Canyon Road, LLC, a California limited liability company** to be the vested owner of the above-mentioned property. The permanent easements are described in the legal descriptions and depicted on the plat maps within the attached Public Road and Utility Easement, Permanent Slope and Drainage Easement, and the Temporary Construction Easement is described and depicted in the attached Temporary Construction Easement Deed, herein collectively referred to as the" Easements."

This offer is contingent upon presentation of conclusive evidence of title. If more than one person has an interest in the Easements that the City is seeking to acquire, all parties with such interest must accept this offer.

As you are aware, the City had the Easements appraised to determine their fair market value and just compensation. The appraisal was conducted in accordance with commonly accepted standards and included consideration of the highest and best use of the land. Based on the appraisal , the City offers to purchase a Public Road and Utility Easement and Permanent Slope and Drainage Easement, free and clear of any encumbrances, and a Temporary Construction Easement for One Hundred Twenty-Five Thousand Dollars and No/100, ($125,000) ("Purchase Price").

The Purchase Price is the full amount established by the appraisal as the fair market value of the Easements and the just compensation for such acquisition. A written statement and a summary of the basis for the amount established as the Purchase Price is set forth in the attached Summary of Appraisal.

If the offer is acceptable to you, please sign the attached Agreement for Acquisition of Permanent Easement and Temporary Construction Easement. Upon receipt of the signed agreement, and other required documents, the matter will be reviewed by the City Council, which has final ratification authority.

If approved by the City Council, the City representative will sign and we will begin the escrow process to close this transaction. If you are not satisfied with the City's offer, you are encouraged to present any material you believe to be relevant to the value of the Easements, which will be carefully considered by the City. If a voluntary agreement cannot be

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reached, the City may consider formal condemnation proceedings against the Easements through its power of eminent domain or abandon its intention to acquire the Easements, giving proper notice to you in either event. The City has made no decision to exercise its power of eminent domain to acquire the Easements and can only do so after it holds a hearing at which all affected property owners have had an opportunity to appear and be heard.

In compliance with Government Code Section 7267.2, included with this offer is an information pamphlet describing the acquisition process. This Acquisition Brochure is being provided to you for informational purposes only and is not to be construed as legal advice.

Please also be advised that under Code of Civil Procedure Section 1263.025, the City of Wildomar will reimburse an owner of property, up to the amount of $5,000, for the owner to secure an independent appraisal of property subject to a potential acquisition. If you wish to take advantage of this reimbursement, please forward me a copy of a retention letter or other contract you may have, or may enter into, with an appraiser. In order to qualify for this reimbursement, the appraiser selected must be identified and must be a California Certified General Real Estate Appraiser. In addition, the retention letter or other contract, or other proof of appraisal retention acceptable to the City, must be submitted to the undersigned no later than sixty (60) days following the date of this letter.

The Easements are scheduled to be used within two years of their acquisition and is therefore not available to be leased back under the provisions of California Code of Civil Procedure 1263.615. Please be advised that this letter, the offer, and all other matters stated herein are made under the provisions of California Evidence Code Section 1152 and 1154, Section 1255.060 of the Code of Civil Procedure, and Sections 7267.1 and 7267.2 of the Government Code, and shall not be admissible in evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

The City has contracted with Interwest Consulting Group (Interwest) to acquire the Easements. If you need additional information or have any questions, please feel free to contact Jeremy Miller, the agent assigned to you, at (949) 299-5309 or email at jmiller@interwestgrp.com. We hope this offer meets your approval and that it will serve as the basis for a quick and mutually beneficial transaction. We look forward to hearing from you after you have an opportunity to review it and the attached enclosures. Thank you.

Sincerely,

Jason Farag, P.E.
Director of Public Works
City of Wildomar

Enclosures: Public Road and Utility Easement
Permanent Slope and Drainage Easement
Temporary Construction Easement Deed
Summary of Appraisal
Acquisition Brochure
Title VI Information
Agreement for Acquisition of Permanent Easement and Temporary Construction Easement

DocuSign Envelope ID: 23811568-7CFC-4E17-9F99-E23E64DD37E2

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

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Wildomar, CA 92595
951.677.7751 Phone
951.698.1463 Fax
www.Cityof Wildomar.org

August 17, 2023

Sent via U.S. Mail and FedEx 2 Day

John Chung Hwe Park
Moon Hwa Park
26305 N. Saint Marys Road
Mettawa, IL 60048

RE: City of Wildomar – Bundy Canyon Road Improvement Project, Segment 2 (CIP 26-2)

NOTICE OF HEARING REGARDING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO CONSIDER THE ADOPTION OF A RESOLUTION OF NECESSITY TO CONDEMN CERTAIN PROPERTY INTERESTS LOCATED AT ASSESSOR'S PARCEL NUMBER 366-320-006

Dear Property Owner:

This letter is written on behalf of the City of Wildomar (City) to give you notice pursuant to California Code of Civil Procedure Section 1245.235 that the City Council of the City of Wildomar (City Council) will consider the adoption of a Resolution of Necessity (Resolution) to condemn a portion of your real property at its regular meeting on **September 13, 2023, at 6:00 p.m.** at 23873 Clinton Keith Road, Suite 106, Wildomar, CA 92595. The property which will be the subject of consideration is located in the City of Wildomar, APNs 366-320-006. The Project for which this acquisition will be considered is the Bundy Canyon Road Improvement Project, Segment 2 – CIP 26-2 (Project). If the City adopts a Resolution, the City will commence an eminent domain proceeding in Riverside County Superior Court to acquire the property.

In determining whether to adopt the Resolution, the City Council will consider whether the following three conditions referred to in Code of Civil Procedure section 1240.030 are established:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property sought to be acquired is necessary for the Project.

The City Council will also consider whether the offer required by Government Code Section 7267.2 has been made to the owner of record.

You have the right to appear and be heard by City Council on the three matters referred to in section 1240.040 as set forth above. Should you wish to appear and be heard on these matters, you must file a written request to appear and be heard within fifteen (15) days of this Notice.

DocuSign Envelope ID: 23811568-7CFC-4E17-9F99-E23E64DD37E2

If you contend that any of the three conditions listed above have not been met, your written request to appear should indicate such condition(s). By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, this will enable the City to authorize a full and expeditious review of the Project's effect on your property. The City will conduct the review on behalf of the City Council and ask for your participation. Based on this review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be *on file* with the City Clerk within the 15-day period set forth above, which ends on September 1, 2023. The failure to file a written request to appear and be heard with the City Clerk by September 1, 2023, will result in the waiver of your right to appear and be heard by the City Council on the matters referred to in section 1240.030 as set forth above.

All requests to appear must be sent for filling to:

City Clerk - City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you deliver your correspondence or mail it by Certified Mail, Return Receipt Requested to confirm that your response was received by the City Clerk with the 15-day period.

Please note that questions regarding the amount of compensation to be paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the eminent domain court proceeding. If you elect not to appear and be heard, you will still have the right to claim greater compensation in the court proceeding.

The City is moving forward at this time due to the requirements of the Project schedule. However, the City will continue negotiations regarding compensation, and remains hopeful that a settlement can be reached. Enclosed herewith is a copy of the Offer to Acquire provided to you dated July 18, 2023, which includes details regarding the portion of your property that may be acquired, and the offer to purchase issued by the City.

If you have any questions, please feel free to contact Jeremy Miller, Interwest Consulting Group, at (949)299-5309 or email at jmiller@interwestgrp.com.

Sincerely,

Jason Farag, P.E.
Public Works Director
City of Wildomar

Enclosures: Offer to Acquire

DocuSign Envelope ID: F7C50372-2A0D-4985-A733-21DB7BC4FA0A

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

23873 Clinton Keith Road., Ste 201
Wildomar, CA 92595
951.677.7751 Phone
951.698.1463 Fax
www.Cityof Wildomar.org

July 18, 2023

John Chung Hwe Park
Moon Hwa Park
26305 N. Saint Marys Road
Mettawa, IL 60048

SUBJECT: City of Wildomar – Bundy Canyon Road Widening Project-Segment 2 (CIP 26-2)
Offer to Acquire – Public Road and Utility Easement, Permanent Slope and Drainage Easement, and Temporary Construction Easement
Assessor's Parcel Number: 366-320-006
Property Address: 23690 Bundy Canyon Road, Wildomar, CA 92595

Dear Property Owner(s):

The City of Wildomar (City), as part of the Bundy Canyon Road Widening Project – Segment 2 (Project), is considering acquiring permanent easements on a portion of the subject property in which we believe you are the owner, along with a temporary easement interest. The City obtained a preliminary title report that lists **John Chung Hwe Park and Moon Hwa Park, husband and wife, as joint tenants** to be the vested owner of the above-mentioned property. The permanent easements are described in the legal descriptions and depicted on the plat maps within the attached Public Road and Utility Easement, Permanent Slope and Drainage Easement, and the Temporary Construction Easement is described and depicted in the attached Temporary Construction Easement Deed, herein collectively referred to as the" Easements."

This offer is contingent upon presentation of conclusive evidence of title. If more than one person has an interest in the Easements that the City is seeking to acquire, all parties with such interest must accept this offer.

As you are aware, the City had the Easements appraised to determine their fair market value and just compensation. The appraisal was conducted in accordance with commonly accepted standards and included consideration of the highest and best use of the land. Based on the appraisal , the City offers to purchase a Public Road and Utility Easement, Permanent Slope and Drainage Easement, free and clear of any encumbrances, and a Temporary Construction Easement for One Hundred Nine Thousand Dollars and No/100, ($109,000) ("Purchase Price").

The Purchase Price is the full amount established by the appraisal as the fair market value of the Easements and the just compensation for such acquisition. A written statement and a summary of the basis for the amount established as the Purchase Price is set forth in the attached Summary of Appraisal.

If the offer is acceptable to you, please sign the attached Agreement for Acquisition of Permanent Easement and Temporary Construction Easement. Upon receipt of the signed agreement, and other required documents, the matter will be reviewed by the City Council, which has final ratification authority.

If approved by the City Council, the City representative will sign and we will begin the escrow process to close this transaction. If you are not satisfied with the City's offer, you are encouraged to present any material you believe to be

DocuSign Envelope ID: F7C50372-2A0D-4985-A733-21DB7BC4FA0A

relevant to the value of the Easements, which will be carefully considered by the City. If a voluntary agreement cannot be reached, the City may consider formal condemnation proceedings against the Easements through its power of eminent domain or abandon its intention to acquire the Easements, giving proper notice to you in either event. The City has made no decision to exercise its power of eminent domain to acquire the Easements and can only do so after it holds a hearing at which all affected property owners have had an opportunity to appear and be heard.

In compliance with Government Code Section 7267.2, included with this offer is an information pamphlet describing the acquisition process. This Acquisition Brochure is being provided to you for informational purposes only and is not to be construed as legal advice.

Please also be advised that under Code of Civil Procedure Section 1263.025, the City of Wildomar will reimburse an owner of property, up to the amount of $5,000, for the owner to secure an independent appraisal of property subject to a potential acquisition. If you wish to take advantage of this reimbursement, please forward me a copy of a retention letter or other contract you may have, or may enter into, with an appraiser. In order to qualify for this reimbursement, the appraiser selected must be identified and must be a California Certified General Real Estate Appraiser. In addition, the retention letter or other contract, or other proof of appraisal retention acceptable to the City, must be submitted to the undersigned no later than sixty (60) days following the date of this letter.

The Easements are scheduled to be used within two years of their acquisition and is therefore not available to be leased back under the provisions of California Code of Civil Procedure 1263.615. Please be advised that this letter, the offer, and all other matters stated herein are made under the provisions of California Evidence Code Section 1152 and 1154, Section 1255.060 of the Code of Civil Procedure, and Sections 7267.1 and 7267.2 of the Government Code, and shall not be admissible in evidence in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property, or in any other action.

The City has contracted with Interwest Consulting Group (Interwest) to acquire the Easements. If you need additional information or have any questions, please feel free to contact Jeremy Miller, the agent assigned to you, at (949) 299-5309 or email at jmiller@interwestgrp.com. We hope this offer meets your approval and that it will serve as the basis for a quick and mutually beneficial transaction. We look forward to hearing from you after you have an opportunity to review it and the attached enclosures. Thank you.

Sincerely,

Jason Farag, P.E.
Director of Public Works
City of Wildomar

Enclosures: Public Road and Utility Easement
Permanent Slope and Drainage Easement
Temporary Construction Easement Deed
Summary of Appraisal
Acquisition Brochure
Title VI Information
Agreement for Acquisition of Permanent Easement and Temporary Construction Easement

DocuSign Envelope ID: 6366DD90-7E38-4247-8F5E-1FF7E4231BB3

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

23873 Clinton Keith Road., Ste 201
Wildomar, CA 92595
951.677.7751 Phone
951.698.1463 Fax
www.Cityof Wildomar.org

August 8, 2023

SENT VIA U.S. MAIL AND FED-EX 2-DAY DELIVERY

Jeffrey McElrath
20995 Alameda Del Monte
Wildomar, CA 92595

RE: City of Wildomar - Palomar Street Widening and Sidewalk Improvement Project (CIP 28-2)

AMENDED NOTICE OF HEARING REGARDING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO CONSIDER THE ADOPTION OF A RESOLUTION OF NECESSITY TO CONDEMN CERTAIN PROPERTY INTERESTS LOCATED AT ASSESSOR'S PARCEL NUMBER 376-051-001 AND 002

Dear Property Owner:

This letter is written on behalf of the City of Wildomar (City) to give you notice pursuant to California Code of Civil Procedure Section 1245.235 that the City Council of the City of Wildomar (City Council) will consider the adoption of a Resolution of Necessity (Resolution) to condemn a portion of your real property at its regular meeting on **September 13, 2023, at 6:00 p.m.** at 23873 Clinton Keith Road, Suite 201, Wildomar, CA 92595. The property which will be the subject of consideration is located in the City of Wildomar, APNs 376-051-001 and 376-051-002. The Project for which this acquisition will be considered is the Palomar Street Widening and Sidewalk Improvement Project – CIP 28-2 (Project). If the City adopts a Resolution, the City will commence an eminent domain proceeding in Riverside County Superior Court to acquire the property.

In determining whether to adopt the Resolution, the City Council will consider whether the following three conditions referred to in Code of Civil Procedure section 1240.030 are established:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property sought to be acquired is necessary for the Project.

The City Council will also consider whether the offer required by Government Code Section 7267.2 has been made to the owner of record.

You have the right to appear and be heard by City Council on the three matters referred to in section 1240.040 as set forth above. Should you wish to appear and be heard on these matters, you must file a written request to appear and be heard within fifteen (15) days of this Notice.

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If you contend that any of the three conditions listed above have not been met, your written request to appear should indicate such condition(s). By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, this will enable the City to authorize a full and expeditious review of the Project's effect on your property. The City will conduct the review on behalf of the City Council and ask for your participation. Based on this review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be *on file* with the City Clerk within the 15-day period set forth above, which ends on August 23, 2023. The failure to file a written request to appear and be heard with the City Clerk by August 23, 2023 will result in the waiver of your right to appear and be heard by the City Council on the matters referred to in section 1240.030 as set forth above.

All requests to appear must be sent for filling to:

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

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you deliver your correspondence or mail it by Certified Mail, Return Receipt Requested to confirm that your response was received by the City Clerk with the 15-day period.

Please note that questions regarding the amount of compensation to be paid or the value of the property to be acquired are <u>not</u> part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the eminent domain court proceeding. If you elect not to appear and be heard, you will still have the right to claim greater compensation in the court proceeding.

The City is moving forward at this time due to the requirements of the Project schedule. However, the City will continue negotiations regarding compensation, and remains hopeful that a settlement can be reached. Enclosed herewith is a copy of the Offer to Acquire provided to you on December 20, 2022, which includes details regarding the portion of your property that may be acquired, and the offer to purchase issued by the City.

If you have any questions, please feel free to contact Jeremy Miller, Interwest Consulting Group, at (949)299-5309 or email at jmiller@interwestgrp.com.

Sincerely,



Jason Farag, P.E.
Public Works Director
City of Wildomar

Enclosures: Offer to Acquire

DocuSign Envelope ID: 46E31B39-2E62-4C37-BC8E-97900FA7CE51

Joseph Morabito, Mayor, Dist. 3
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August 8, 2023

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Jeffrey McElrath
53877 Beach Loop Road
Bandon, OR 97411

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Public Works Director
City of Wildomar

Enclosures: Offer to Acquire