CITY COUNCIL MEETING

CEMETERY DISTRICT BOARD

AGENDA

WEDNESDAY, JANUARY 14, 2026
REGULAR SESSION: 6:00 PM
COUNCIL CHAMBERS 23873 CLINTON KEITH ROAD SUITE 106 WILDOMAR, CA 92595

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

Chris Mann, City Manager
Thomas D. Jex, City Attorney

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

OATH OF OFFICE - 6:00 P.M.
Swear in newly appointed Mayor, Carlos Marquez and Mayor Pro Tem, Dustin Nigg

CALL TO ORDER – OPEN SESSION - 6:00 P.M.
The City Council serves as the Board of the Wildomar Cemetery District. This meeting is convened as a meeting of both bodies.

ROLL CALL
Discussion and determination on whether an absence is excused.

FLAG SALUTE

INTRODUCTORY COMMENTS BY THE MAYOR

PRESENTATIONS
1. Recognition of the 2025 outgoing Mayor, Ashlee DePhillippo
2. 2025 Holiday Lights Contest Winners
3. Other presentations/ recognitions

DEPARTMENT REPORTS
No reports scheduled.

PUBLIC COMMENTS
*This is the time when the City Council receives general public comments regarding any items or matters within the jurisdiction that **do not** appear on the agenda. Per the Brown Act, City Council members are not allowed to respond to public comments not on the agenda. If you would like to be contacted, please leave your email or contact number on the public comment card. Public Comments are limited to 3 minutes or such other time as the Council may provide.*

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 City Council, the Public, or Staff request to have specific items removed from the Consent Calendar for separate discussion and/or action.

1.1 City Council/ Cemetery District Board Minutes - December 3, 2025 - Adjourned Regular Meeting
Presented By: Janet Morales Garcia , City Clerk's Office

RECOMMENDATION:
Approve the minutes as presented.

1.2 December 2025 City Warrant Register

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Year 2025/2026:

1. Warrant Register dated 11-26-2025 in the amount of $31,385.27.
2. Warrant Register dated 12-3-2025 in the amount of $158.00.
3. Warrant Register dated 12-4-2025 in the amount of $307,722.94.
4. Warrant Register dated 12-11-2025 in the amount of $698,456.07.
5. Warrant Register dated 12-18-2025 in the amount of $526,908.81.
6. Warrant Register dated 12-22-2025 in the amount of $14,546.48.
7. Wire Transfer Register dated 12-31-2025 in the amount of $2,706,395.19.
8. Payroll Register dated 12-31-2025 in the amount of $865,374.07.

1.3 December 2025 Cemetery Warrant Register

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the following:

For Fiscal Year 2025/2026

1. Warrant Register dated 12-4-2025 in the amount of $858.22.
2. Warrant Register dated 12-11-2025 in the amount of $71,692.98.
3. Warrant Register dated 12-18-2025 in the amount of $8,105.56.

1.4 November 2025 City Treasury Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the City Treasury Report for November 2025.

1.5 November 2025 Cemetery Treasury Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Approve the Treasury Report for November 2025.

1.6 FY2024-25 Annual Development Impact Fee Report

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

Receive and file the Annual report for the Development Impact Fees for the Fiscal Year Ending June 30, 2025.

1.7 Service Agreement with Adventures In Cleaning, Inc., DBA The Cleaning Squad for Janitorial Services to City Facilities.
Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:
Authorize the City Manager to execute the services agreement between the City of Wildomar and Adventures In Cleaning, Inc., DBA The Cleaning Squad, and waive any informality or irregularity in the bid.

1.8 Developer Impact Fee (DIF) Credit Agreement with KB Home Coastal for Tract No. 37156 (Camelia Townhomes)
Location: East side of Existing Palomar St. alignment, North of Washington Ave.
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the City Manager to execute the DIF Credit and Reimbursement Agreements between the City of Wildomar and KB Home Coastal, Inc., a California corporation.

1.9 Task Agreement First Amendment with Interwest Consulting Group for Right of Way Acquisition Services for the Clinton Keith Rd. Widening Project (CIP 025-1)
Location: Clinton Keith Road from I-15 to Copper Craft Road
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the City Manager to approve the Task Agreement First Amendment with Interwest Consulting Group to provide additional right-of-way acquisition services for the Clinton Keith Rd. Widening Project (CIP 025-1) in the amount of $43,727.00.

1.10 Palomar St. Widening (Phase 2) and Cemetery Improvements (Phase 1) Projects (CIP 028-2, 067-1) - First Amendment to Task Agreement with Interwest Consulting Group for Construction Management Services
Location: Palomar St. (Wildomar Trail to Ione Ln.), Gruwell St. (Palomar St. to Orange St.), and the Wildomar Cemetery
Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Authorize the City Manager to approve the Task Order First Amendment for Construction Management Services with Interwest Consulting Group for the Palomar St. Widening (Phase 2) and Cemetery Improvements (Phase 1) Projects (CIP 028-2, 067-1) in the amount not to exceed $125,000.

1.11 First Amendment to the Agreement with Absolute Security Intl Corp, DBA Absolute International Security for Security and Patrolling services.
Presented By: Daniel Torres , Community Services Department

RECOMMENDATION:
Authorize the City Manager to execute the First Amendment to the Agreement with Absolute Security Intl, DBA Absolute International Security (AIS), for providing security and patrolling services to city-owned facilities, for an amount not to exceed $116,773.42.

1.12 Budget Adjustment - Federal Advocacy Services
Presented By: Cory Gorham , City Manager's Office

RECOMMENDATION:
Approve the supplemental appropriation in the amount of $17,250 for account 100-4120-52115 Professional & Contractual Services for the remainder of FY2025-26 and an additional supplemental appropriation in the amount of $24,150 to be incorporated into the FY2026-27 Amended Budget.

1.13 Planning Commission Appointment - Councilmember DePhillippo
Presented By: Janet Morales Garcia , City Clerk's Office

RECOMMENDATION:
Ratify Councilmember DePhillippo's appointment of John Hume to serve on the Planning Commission for the term ending December 2026.

1.14 Amendments to the Tri-Party Agreement and Agreement for Services for "The Bluffs" Specific Plan Project and associated environmental documentation (PLN 24-0048)
Presented By: Robert Flores , Community Development Department

RECOMMENDATION:
1. Authorize the City Manager to execute the amendment for the Tri-Party Agreement (Attachment A) between the City of Wildomar, The Bluffs at Hidden Springs, LLC, Inc. and PlaceWorks, Inc. for the preparation of The Bluffs Specific Plan (SP) document and associated environmental documentation under CEQA; and

2. Authorize the City Manager to execute the amendment for the Agreement for Services (Attachment B) between the City of Wildomar and PlaceWorks, Inc. for the preparation of an SP document and associated environmental documentation under CEQA for the Bluffs at Hidden Springs Project.

1.15 Bundy Canyon Road Improvement Project, Segment 2 - SCE Power Pole Relocation Invoice

Location: Bundy Canyon Road from Oak Creek Canyon Drive to Harvest Way
Presented By: Carlos Geronimo , Public Works/ Engineering Department

RECOMMENDATION:
Authorize City Staff to make payment to Southern California Edison (SCE) for the relocation of existing electrical facilities associated with the Bundy Canyon Road Improvement Project, Segment 2 (Project) (CIP 026-2)

3. GENERAL BUSINESS

3.1 Discussion and Adoption of 2026 City Council Goals

Presented By: Chris Mann , City Manager's Office

RECOMMENDATION:
That the City Council adopt goals for the 2026 calendar year as presented.

3.2 Budget Adjustment - Strategic Plan

Presented By: Cory Gorham , City Manager's Office

RECOMMENDATION:
Approve the supplemental appropriation in the amount of $55,650 in account 100-4120-52115 Professional & Contractual Services.

3.3 City Council City Committees, Commissions and Boards

Presented By: Janet Morales Garcia , City Clerk's Office

RECOMMENDATION:
Review the attached list of City committees, commissions, and boards, and update appointments and/or add or remove committees as needed.

3.4 Capital Improvement Program and Transportation Uniform Mitigation Fee (TUMF) Project Prioritization

Presented By: Jason Farag , Public Works/ Engineering Department

RECOMMENDATION:
Receive a presentation and provide feedback and direction to staff regarding CIP and TUMF Project Prioritization.

3.5 Various Consultant Agreement Amendments for Engineering and Design Services for the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2)

Presented By: Carlos Geronimo , Public Works/ Engineering Department

RECOMMENDATION:

1. Authorize the City Manager to execute Agreement Amendment No. 3 with Parsons Transportation Group in the amount of $875,010 for Engineering and Design Services for Segment 2 of the Bundy Canyon Road Improvement Project (CIP 026-2).

2. Authorize the City Manager to Approve Agreement Amendment No. 2 with TKE Engineering, Inc. for Engineering and Project Management Services for Segment 2 of the Bundy Canyon Road Improvement Project (CIP 026-2).

3. Authorize the City Manager to approve Task Order proposal with Interwest Consulting Group in the amount of $21,500 to provide additional right-of-way acquisition services for Segment 2 of the Bundy Canyon Road Improvement Project (CIP 026-2).

3.6 Introduce and conduct the first reading of an Ordinance amending Business Registration and other provisions under Title 5 and the Municipal Code.

Location: Citywide

Presented By: Robert Flores , Community Development Department

RECOMMENDATION:

1. Determine that Ordinance No. _____, is exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the common-sense exemption, Section 15061(b) (3) of the CEQA Guidelines, under the general rule making provision.

2. Introduce and conduct the first reading by title only, based on the necessary finding within, for an ordinance entitled:

ORDINANCE NO. ____

AN ORDINANCE OF THE WILDOMAR CITY COUNCIL AMENDING SECTION 1.04.120, VARIOUS PROVISIONS OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS), AND OTHER TITLES OF THE WILDOMAR MUNICIPAL CODE TO UPDATE THE CITY'S BUSINESS REGISTRATION AND REGULATORY FRAMEWORK AND CONFORM ASSOCIATED REFERENCES

3. Direct the City Clerk to schedule the second reading of the Ordinance at the next regular City Council meeting or as soon thereafter as feasible.

3.7 **Resolution Authorizing Issuance of Special Tax Bonds, Series 2026 for Community Facilities District No. 2023-1 (Avalino)**
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:
1. Adopt a Resolution entitled:

RESOLUTION NO. 2026 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR AUTHORIZING THE ISSUANCE OF ITS SPECIAL TAX BONDS, SERIES 2026 IN A PRINCIPAL AMOUNT NOT TO EXCEED TWELVE MILLION DOLLARS ($12,000,000) AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

2. Authorize the issuance of the Community Facilities District 2023-1 (Avalino) Special Tax Bonds, Series 2026 in an aggregate principal not to exceed $12,000,000 under certain parameters defined in the Resolution

3. Approve the form of the Financing Documents including the Indenture, the Bond Purchase Agreement, a Continuing Disclosure Certificate and the Preliminary Official Statement.

4. Authorize the City Manager and Finance Manager, or designees, to execute all documents related to the issuance of the Special Tax Bonds for Community Facilities District No. 2023-1 (Avalino) and the ability to make minor changes to these documents as required to carry out the financing.

2. PUBLIC HEARINGS

2.1 Establishment of Community Facilities District No. 2025-1 (Camelia)

Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2026 -____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

2. Adopt a Resolution entitled:

RESOLUTION NO. 2026 - ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $10,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR AND CALLING AN ELECTION THEREIN

3. Adopt a Resolution entitled:

RESOLUTION NO. 2026 - ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR CERTIFYING ELECTION RESULTS

4. 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. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR AUTHORIZING THE LEVY OF SPECIAL TAXES

2.2 **Establishment of Community Facilities District No. 2025-S (Services)**
Presented By: Adam Jantz , Administrative Services Department

RECOMMENDATION:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2026 - ____

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

2. Adopt a Resolution entitled:

RESOLUTION NO. 2026 - ____

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

3. 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. 2025-S (SERVICES) OF THE CITY OF WILDOMAR AUTHORIZING THE LEVY OF SPECIAL TAXES

COUNCIL COMMUNICATIONS

This is the opportunity for the City Council to report on city and regional committees and community events.

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN THE MEETING

PARTICIPATION

NOTICE

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.

MEETINGS

Regular City Council/Cemetery District Board Meetings are generally held on the 2nd Wednesday of every month at 6:00 P.M. The City Council adopts the meeting schedule annually.

Meeting Schedule for 2026

January 14th | February 10th | March 11th | April 8th | May 13th | June 10th | July 8th | August 12th | September 9th | October 14th | November 18th | December 9th

LOCATION

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

VIEW THE MEETING

1. In Person | City Council Chambers 23873 Clinton Keith Road Ste. 106 Wildomar, CA 92595
2. Watch Live
wildomar.gov/129/Agendas-Videos-Watch-Live or stream on YouTube.com/@CityofWildomar
3. Cable TV | Frontier Channel 36 or AT&T Channel 99

PARTICIPATE IN THE MEETING

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

2. Submit the speaker card to the City Clerk in the basket located at the front of the chambers.

3. When the City Clerk calls your name, please come up to the front podium.

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

ACCOMMODATIONS

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

REPORTS

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

AFFIDAVIT OF POSTING

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

Janet Morales Garcia, CMC
City Clerk
Dated: January 8, 2026.

SUBJECT: City Council/ Cemetery District Board Minutes - December 3, 2025 - Adjourned Regular Meeting

ACTION:
Approve the minutes as presented.

ATTACHMENTS:
1. 12-03-2025 Minutes

MINUTES
CITY OF WILDOMAR
CITY COUNCIL/CEMETERY DISTRICT
WEDNESDAY, DECEMBER 3, 2025
COUNCIL CHAMBERS
23873 CLINTON KEITH ROAD SUITE 106
WILDOMAR, CA, 92595

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

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

Mayor DePhillippo called the closed session to order at 5:00 p.m.

ROLL CALL

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

Members absent: Dustin Nigg

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

City Attorney Jex requested to add an item to the closed session agenda because immediate action was needed that arose after the agenda was posted.

Moved by Carlos Marquez; seconded by Ashlee DePhillippo to add an additional item to closed session.

Motion Approved: 4 - 0

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

Abstain: None
Absent: Dustin Nigg

1. The city council will meet in closed session pursuant to the provisions of Government Code section 54956.9(d)(2) and (3) to confer with legal counsel with regard to two matters of potential exposure to litigation.

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

RECONVENE INTO OPEN SESSION

The City Council reconvened into open session at 6:04 p.m. with all members present.

ANNOUNCEMENTS

City Attorney Jex stated there is no reportable action.

ADJOURN CLOSED SESSION

There being no further business, Mayor DePhillippo adjourned the closed session.

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

The Joint Adjourned Regular Meeting of the Wildomar City Council and the Wildomar Cemetery District was called to order by Mayor/Chair DePhillippo at 6:06 p.m.

ROLL CALL

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

Members absent: None.

Staff in attendance: City Manager Mann, City Attorney Jex, City Clerk Morales, Community Development Director Flores, Community Services Director Torres, Public Works Director/City Engineer Farag, Human Resources and Risk Manager Wolf, Principal Engineer Geronimo, and Assistant to the City Manager Gorham.

FLAG SALUTE

The flag salute was led by Olivia Stanley, Elsinore Valley Volleyball Team.

MOMENT OF SILENCE AND REFLECTION

PRESENTATIONS

1. Recognition: Elsinore High School Girls Varsity Volleyball
2. Recognition: TriCity Gators
3. Recognition: Mayor Warren from the City of Murrieta

DEPARTMENT REPORTS

There were no department reports scheduled.

PUBLIC COMMENTS

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

1. Addison Cowling, resident.

APPROVAL OF THE AGENDA AS PRESENTED

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

Motion Approved: 5 - 0

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

1) CONSENT CALENDAR

City Attorney Jex requested to pull item #1.12. Mayor DePhillippo requested to pull item #1.9.

Moved by Dustin Nigg; seconded by Bridgette Moore to approve the Consent Calendar for the remaining items that were not pulled for discussion and seperate action.

Motion Approved: 5 - 0

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

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

Approved the minutes as presented.

1.2) City Council/ Cemetery District Board Minutes - November 12, 2025 - Regular Meeting

Approved the minutes as presented.

1.3) November 2025 City Warrant Register

Approved the following:

For Fiscal Years 2024/2025 and 2025/2026:

1. Warrant Register dated 11-6-2025 in the amount of $542,853.58
2. Warrant Register dated 11-11-2025 in the amount of $1,595.75
3. Warrant Register dated 11-13-2025 in the amount of $161,623.09
4. Warrant Register dated 11-20-2025 in the amount of $236,306.98
5. Wire Transfer Register dated 11-24-2025 in the amount of $51,029.58
6. Payroll Register dated 11-24-2025 in the amount of $537,270.25.

1.4) November 2025 Cemetery Warrant Register

Approved the following:

For Fiscal Years 2024/2025 and 2025/2026:
1. Warrant Register dated 11-6-2025 in the amount of $7,202.24
2. Warrant Register dated 11-13-2025 in the amount of $92.69
3. Warrant Register dated 11-20-2025 in the amount of $2,397.57.

1.5) October 2025 City Treasury Report

Approved the City Treasury Report for October 2025.

1.6) October 2025 Cemetery Treasury Report

Approved the Treasury Report for October 2025.

1.7) 2026 Annual Investment Policy

Adopted a resolution entitled:

RESOLUTION NO. 2025 - 65
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A STATEMENT OF INVESTMENT POLICY FOR 2026

1.8) Purchase of Riverpark Mitigation Bank Credits for the Clinton Keith Rd. Widening Project (CIP 025-1)

Authorized the City Manager to execute a Mitigation Credit Purchase Agreement between the City of Wildomar and EIP III Credit Co., LLC

(Riverpark Mitigation Bank Sponsor) for the Clinton Keith Rd. Widening Project (Project)

1.9) 2026 City Council Meeting Calendar

Moved by Carlos Marquez; seconded by Dustin Nigg to adopt the proposed City Council meeting schedule for the 2026 calendar year, except for February's meeting, which will be determined at a later date.

Motion Approved: 5 - 0

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

1.10) Notice of Change to Public Hearing Date for Establishment of Community Facilities District No. 2025-1 (Camelia)

Adopted a Resolution entitled:

RESOLUTION NO. 2025 - 66
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR CHANGING THE DATE OF THE PUBLIC HEARING FOR THE ESTABLISHMENT OF COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR AND RELATED MATTERS

1.11) Notice of Change to Public Hearing Date for Establishment of Community Facilities District No. 2025-S (Services)

Adopted a Resolution entitled:

RESOLUTION NO. 2025 - 67
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR CHANGING THE DATE OF THE PUBLIC HEARING FOR THE ESTABLISHMENT OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES) OF THE CITY OF WILDOMAR AND RELATED MATTERS

1.12) Recommendation of Approval of Job Descriptions and Updates to the Position Classification Schedule, List of Authorized Positions, and Pay Plan

Moved by Dustin Nigg; seconded by Carlos Marquez to 1. Adopt a resolution entitled:

RESOLUTION NO. 2025 - 68
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING JOB DESCRIPTIONS AND UPDATES TO THE SCHEDULE OF AUTHORIZED POSITIONS, POSITION CLASSIFICATION SCHEDULE, AND PAY PLAN

2. Give direction to the City Manager to meet and confer with Wildomar Local 1932.

3. Delegate authority to the City Manager to modify job descriptions if needed, without having to bring the item back to the City Council. If any changes will affect employee salaries, the salary schedule will be brought back to the City Council for approval prior to the employee's start date.

Motion Approved: 5 - 0

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

2) PUBLIC HEARINGS

There were no items scheduled.

3) GENERAL BUSINESS

3.1) Appointment of Mayor and Mayor Pro Tempore for 2026

Moved by Dustin Nigg; seconded by Bridgette Moore to Appoint Carlos Marquez as Mayor for calendar year 2026.

Motion Approved: 5 - 0

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

Moved by Ashlee DePhillippo; seconded by Dustin Nigg to appoint Dustin Nigg as Mayor Pro Tem for calendar year 2026.

Motion Failed: 0 - 0

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

3.2) City Council Annual City and Regional Committees, Commissions, and Board Appointments

Stephanie, resident, provided public comment.

Moved by Ashlee DePhillippo to Revised the appointments as follows:

Appointed Chris Mann as the alternate for the California Intergovernmental Risk Authority (CIRA)
Appointed Dustin Nigg as the alternate for the Riverside County Habitat Conservation Agency (RCHCA)
Appointed Ashlee Dephillippo as the delegate for the Southern California Association of Governments (SCAG)
Appointed Ashlee Dephillippo as the delegate and Joseph Morabito as the alternate for the Western Riverside Council of Governments (WRCOG)

Motion Approved: 5 - 0

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

COUNCIL COMMUNICATIONS

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

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

CITY MANAGER/ GENERAL MANAGER REPORT

There was no report given.

FUTURE AGENDA ITEMS

No items were added.

ADJOURNMENT

There being no further business, Mayor/Chair DePhillippo adjourned the meeting at 7:13 p.m.

Submitted by:

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Janet Morales, CMC
City Clerk

SUBJECT: December 2025 City Warrant Register

SUBMITTED BY: Nicholas Neidiffer, Accountant II

PREPARED BY: Nicholas Neidiffer, Accountant II

ACTION:
Approve the following:

For Fiscal Year 2025/2026:
1. Warrant Register dated 11-26-2025 in the amount of $31,385.27.
2. Warrant Register dated 12-3-2025 in the amount of $158.00.
3. Warrant Register dated 12-4-2025 in the amount of $307,722.94.
4. Warrant Register dated 12-11-2025 in the amount of $698,456.07.
5. Warrant Register dated 12-18-2025 in the amount of $526,908.81.
6. Warrant Register dated 12-22-2025 in the amount of $14,546.48.
7. Wire Transfer Register dated 12-31-2025 in the amount of $2,706,395.19.
8. Payroll Register dated 12-31-2025 in the amount of $865,374.07.

SUMMARY:
December 2025 City Warrant Register

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

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

ATTACHMENTS:
December 2025 City Warrant Register.pdf

Transaction Name	Bill Date	Payment Date	Amount (Credit)	Vendor	Memo
Bill #126140270	7/30/2025	12/3/2025	158.00	COOL AIR SOLUTIONS HEATING AND, AIR CONDITIONING	HVAC Services Callout for Fire Station 61
Bill #160969	11/10/2025	11/26/2025	458.93	RANCHO READY MIX PRODUCTS, L.P.	Supplies for Sidewalk replacements
Bill #1304023006	9/22/2025	12/4/2025	18,527.07	NICHOLS CONSULTING ENGINEERS	CIP 050-1, Pavement Management Program
Bill #176728510-0001	11/12/2025	11/26/2025	716.80	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #97718	11/10/2025	11/26/2025	79.39	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	Public Works Road Maintenance
Bill #21381RET	11/13/2025	11/26/2025	702.50	CAT TRACKING INC.	Public Works Road Maintenance
Bill #000902310	11/19/2025	11/26/2025	1,595.50	AMERICAN PUBLIC WORKS ASSOCIATION	APWA Annual Membership Dues
Bill #11760738	10/5/2025	11/26/2025	276.04	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - Community Development Block Grant -NOFA 26-27
Bill #11760905	10/19/2025	11/26/2025	1,486.34	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - Ordinance 254 - Parks and Community Services
Bill #PG000044178	11/20/2025	12/4/2025	2,407.00	GENERAL CODE	Ordinance Codification Supplement No. 2 for 2025
Bill #163965	11/24/2025	11/26/2025	3,000.00	JOE A. GONSALVES & SON	November 2025 Prof. Contractual Legislative Advocacy Svcs
Bill #WILD-01.6 - 14	10/31/2025	12/4/2025	261.25	PLACEWORKS	CIP 062-1, 27- Acre Park, Oct 2025
Bill #34027	7/31/2025	12/4/2025	28,154.25	ARCHITERRA DESIGN GROUP	CIP 099, 20-Acre Passive Park
Bill #34490	10/31/2025	12/4/2025	8,280.00	ARCHITERRA DESIGN GROUP	CIP 099, 20-Acre Passive Park, October 2025
Bill #34338	9/24/2025	12/4/2025	8,280.00	ARCHITERRA DESIGN GROUP	CIP 099, 20-Acre Passive Park, September 2025
Bill #34185	8/31/2025	12/4/2025	4,168.25	ARCHITERRA DESIGN GROUP	CIP 099, 20-Acre Passive Park, August 2025
Bill #2025-1348	9/30/2025	12/4/2025	1,685.00	TKE ENGINEERING INC	CIP 044-3, Sedco Sidewalk Project - September 2025
Bill #2025-1354	9/30/2025	12/4/2025	150.00	TKE ENGINEERING INC	CIP 104 Engineering Standards and Guidelines September 2025
Bill #2025-1357	9/30/2025	12/4/2025	252.00	TKE ENGINEERING INC	CIP 057-3, Road Rehab Program, September 2025
Bill #2025-1358	9/30/2025	12/4/2025	63.00	TKE ENGINEERING INC	CIP 104 Engineering Standards and Guidelines September 2025
Bill #25-987	11/12/2025	12/4/2025	7,500.00	CT CONCRETE CUTTING, INC.	Public Works Road Maintenance
Bill #WILD-01.8 - 13	10/31/2025	12/4/2025	12,020.00	PLACEWORKS	CIP 025-1 Clinton Keith Road Widening
Bill #2025-1350	11/7/2025	12/4/2025	7,675.50	TKE ENGINEERING INC	CIP 025-1 Clinton Keith Road Widening
Bill #174515673-0001	9/19/2025	12/4/2025	249.59	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #175097281-0001	10/2/2025	12/4/2025	199.87	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #175097281-0002	10/3/2025	12/4/2025	918.66	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #175102018-0001	10/3/2025	12/4/2025	558.43	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #175259946-0001	10/9/2025	12/4/2025	877.32	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #172547093-0001	8/6/2025	12/4/2025	595.19	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #172823018-0001	8/15/2025	12/4/2025	1,729.52	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #172846617-0001	8/14/2025	12/4/2025	1,161.53	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #174324669-0001	9/17/2025	12/4/2025	716.80	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #174347496-0001	9/18/2025	12/4/2025	518.71	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #33342-Aug	8/31/2025	12/11/2025	8,020.00	GOD'S FAN CLUB DBA: PROJECT TOUCH	Supportive Housing - August 2025
Bill #05J8710025004	10/29/2025	11/26/2025	736.56	PRIMO BRANDS	City Hall Drinking Water Services 09/27/25-10/26/25
Bill #48151	10/23/2025	11/26/2025	90.00	BIO-TOX LABORATORIES	RC Sheriff- Lab Services
Bill #48150	10/23/2025	11/26/2025	380.00	BIO-TOX LABORATORIES	RC Sheriff- Lab Services
Bill #13952775	11/19/2025	11/26/2025	379.84	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/11/25-11/11/25 Water CFD 2013-1, Zone 2
Bill #13949834	11/19/2025	11/26/2025	874.89	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/11/25-11/11/25 Water Zone 3 Loc 25 M2
Bill #13949835	11/19/2025	11/26/2025	627.52	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/11/25-11/11/25 Water Zone 3 Loc 25 M1
Bill #13951605	11/19/2025	11/26/2025	278.91	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/11/25-11/11/25 Water Zone 3 Loc 24 M1
Bill #13952933	11/19/2025	11/26/2025	286.19	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/11/25-11/11/25 Water Malaga Gateway Pk
Bill #1V3F-KQJD-D9VD	11/20/2025	11/26/2025	352.34	AMAZON CAPITAL SERVICES	Portable Hard Drive.
Bill #RS7124361	10/31/2025	12/4/2025	58.95	CORODATA RECORDS, INC.	Standard Record Storage Carton 10/01/25-10/31/25
Bill #13946528	11/18/2025	11/26/2025	86.48	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/09/25-11/09/25 Water Zone 3 Loc 7 M1
Bill #13946541	11/18/2025	11/26/2025	226.50	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/09/25-11/09/25 Water Heritage Pk (Autumn Oak)
Bill #40594134	11/17/2025	11/26/2025	214.24	GREAT AMERICA FINANCIAL SERVIC	Canon Color Copier Syst. 018-1765784
Bill #111725-0022	11/17/2025	11/26/2025	140.30	EDISON	10/16/25-11/16/25 22628 Wildomar Trail TC1
Bill #111725-3767	11/17/2025	11/26/2025	17.57	EDISON	10/16/25-11/16/25 31160 Clinton Keith Rd LS3
Bill #111725-5249	11/17/2025	11/26/2025	48.55	EDISON	10/16/25-11/16/25 32975 Willow Bay Rd
Bill #111725-7633	11/17/2025	11/26/2025	106.64	EDISON	10/16/25-11/16/25 32975 Willow Bay Rd TC1
Bill #947564	11/11/2025	11/26/2025	37.95	AFLAC, REMITTANCE PROCESSING, CENTER	November 2025 City Clerks Med Ins Benefits
Bill #1107	11/25/2025	11/26/2025	5,600.00	ANGELO'S BRICK OVEN PIZZERIA	Winter Employee Event Catering 12/11/25

Bill #25-1393	11/5/2025	12/11/2025	240.00	GATES SOUND	Installation of Upgraded Livestream for Meetings
Bill #231641108	10/31/2025	12/4/2025	1,480.75	ST. FRANCIS ELECTRIC	Routine Traffic Signal Maint. - Oct, 2025
Bill #231641112	10/31/2025	12/4/2025	662.63	ST. FRANCIS ELECTRIC	Traffic Signals Extra Work - Dev Related OSR II -October 2025
Bill #231641102	8/31/2025	12/4/2025	3,027.24	ST. FRANCIS ELECTRIC	Traffic Signals Extra Work - City Related August 2025
Bill #231641103	8/31/2025	12/4/2025	1,662.51	ST. FRANCIS ELECTRIC	Traffic Signals Extra Work - Dev Related Oak Springs Ranch II, August 2025
Bill #2102	12/1/2025	11/26/2025	5,585.29	SPICER CONSULTING GROUP	Maint. District Administration - November 2025
Bill #2112	11/14/2025	11/26/2025	7,000.00	SPICER CONSULTING GROUP	CFD 2025-S Annex 1 Crossroads (50%)
Bill #23164199	7/31/2025	12/4/2025	437.13	ST. FRANCIS ELECTRIC	Traffic Signals Extra Work - Dev Related Fixed Fee, Eng Project (Bundy Canyon Plaza)
Bill #2025-1307	8/31/2025	12/4/2025	504.00	TKE ENGINEERING INC	General Traffic Eng, CSSA, August 2025
Bill #231641111	10/31/2025	12/4/2025	322.56	ST. FRANCIS ELECTRIC	Traffic Signals Extra Work - CIP -Related - CIP 028-2, 067-1 Palomar Widening Oct ,2025
Bill #2025-1254	8/31/2025	12/4/2025	9,066.50	TKE ENGINEERING INC	PW Fixed Fee Rev/Inspections General Engineering Inspections, August 2025
Bill #2025-1298	8/31/2025	12/4/2025	6,048.00	TKE ENGINEERING INC	Traffic Engineering, August, 2025
Bill #2025-1300	8/31/2025	12/4/2025	504.00	TKE ENGINEERING INC	General Consulting Services - August, 2025
Bill #2025-1301	8/31/2025	12/4/2025	131.00	TKE ENGINEERING INC	CIP 063 Line C Basin and Storm Drain July 2025 - August 2025
Bill #2025-1304	8/31/2025	12/4/2025	3,727.50	TKE ENGINEERING INC	CIP 103, Wildomar Trail Interchange Restriping August 2025
Bill #2025-206A	10/2/2025	12/4/2025	567.00	TKE ENGINEERING INC	CIP 104, Eng. Standards and Guidelines
Bill #2025-1140	7/31/2025	12/4/2025	4,473.00	TKE ENGINEERING INC	Traffic Engineering, July 2025
Bill #2025-1142	7/31/2025	12/4/2025	10,967.00	TKE ENGINEERING INC	PW Fixed Fee Rev/Inspections ROW, NPDES Inspections, July 2025
Bill #2025-1143	7/31/2025	12/4/2025	1,827.00	TKE ENGINEERING INC	General Consulting Services, July 2025
Bill #2025-1145	7/31/2025	12/4/2025	18,319.00	TKE ENGINEERING INC	CIP 026-2, Bundy Canyon Rd. Improv. Seg II - July 2025
Bill #2025-1147	7/31/2025	12/4/2025	8,641.50	TKE ENGINEERING INC	CIP 103, Wildomar Trail Interchange Restriping - July 2025
Bill #2025-1351	9/30/2025	12/4/2025	7,429.00	TKE ENGINEERING INC	PW Fixed Fee Rev/Inspections General Engineering Inspections, September 2025
Bill #2025-1353	9/30/2025	12/4/2025	458.50	TKE ENGINEERING INC	CIP 063 Line C Basin and Storm Drain September 2025
Bill #2025-1150 - 2025-1192	7/31/2025	12/18/2025	53,311.00	TKE ENGINEERING INC	Professional Development Services for Projects
Bill #TL0000017939	7/31/2025	12/4/2025	173.38	COUNTY OF RIVERSIDE, TLMA	TLMA-SFL - July 2025
Bill #2025-1255 - 2025-1288	8/31/2025	12/18/2025	44,545.00	TKE ENGINEERING INC	Professional Development Services for Projects
Bill #11469	11/14/2025	12/4/2025	4,783.00	SOUTHLAND CARPET AND FLOORING INC	Floor Replacement Suite #201
Bill #34775	11/18/2025	12/4/2025	1,076.63	GOLDSTAR ASPHALT PRODUCTS MICHELLE	Public Works Road Maintenance
Bill #2025-449	10/2/2025	12/4/2025	5,620.00	TKE ENGINEERING INC	CIP 104, Eng. Standards and Guidelines , Jan -Mar 2025
Bill #97781	11/20/2025	12/4/2025	309.94	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	Public Works Road Maintenance
Bill #CD_001278197	11/23/2025	12/4/2025	18,808.67	RING CENTRAL	11/21/25-11/20/26 Annual Phone Lines
Bill #34765	11/14/2025	12/4/2025	1,631.25	GOLDSTAR ASPHALT PRODUCTS MICHELLE	Public Works Road Maintenance
Bill #275260	12/1/2025	12/4/2025	1,235.24	INNOVATIVE DOCUMENT SOLUTIONS	11/01/25-11/30/25 Copier Services Maintenance/Repairs, Ink /Toner (7copiers)
Bill #5610006297	8/31/2025	12/4/2025	3,792.05	YUNEX, LLC	Streetlight Maint. and Response
Bill #16967	12/1/2025	12/4/2025	447.68	LOGO JOE'S	HR Shirts
Bill #4250641775	11/20/2025	12/4/2025	217.16	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #4249819297	11/13/2025	12/4/2025	217.16	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #5298773001	10/22/2025	12/4/2025	1,451.65	CINTAS CORPORATION	City Hall First Aid & Safety
Bill #5293503101	9/23/2025	12/4/2025	1,308.28	CINTAS CORPORATION	City Hall First Aid & Safety
Bill #5303624901	11/18/2025	12/4/2025	1,124.26	CINTAS CORPORATION	City Hall First Aid & Safety
Bill #9344766550	10/31/2025	12/4/2025	150.07	CINTAS CORPORATION	SD Eyewash Service Agreement
Bill #9340168699	9/30/2025	12/4/2025	150.07	CINTAS CORPORATION	SD Eyewash Service Agreement
Bill #309415/3	11/17/2025	12/4/2025	2.83	ACE HARDWARE	Facilities Supplies
Bill #309414/3	11/17/2025	12/4/2025	10.66	ACE HARDWARE	Community Services Supplies
Bill #309412/3	11/17/2025	12/4/2025	24.76	ACE HARDWARE	Community Services Supplies
Bill #309402/3	11/13/2025	12/4/2025	24.56	ACE HARDWARE	Facilities Supplies
Bill #201025263	11/24/2025	12/4/2025	328.56	ULINE	Departmental Supplies

Bill #174033143	9/15/2025	12/4/2025	741.27	SUNBELT RENTALS, INC.	Equipment Rental
Bill #174509848-0001	9/22/2025	12/4/2025	1,032.84	SUNBELT RENTALS, INC.	Equipment Rental
Bill #HKFCXC1J-0002	11/13/2025	12/4/2025	2,940.00	COAST	Software
Bill #351750	9/30/2025	12/4/2025	66,559.89	BURKE, WILLIAMS AND SORENSON,, LLP	Legal Services - September 2025
Bill #120425	12/4/2025	12/4/2025	100.00	FRANCHISE TAX BOARD	Withholding Order
Bill #120425	12/4/2025	12/4/2025	578.30	CALIFORNIA STATE DISBURSEMENT UNIT	Withholding Order
Bill #2410	9/17/2025	12/4/2025	650.00	DYLAN DIXON TREE SERVICES	Tree Services
Bill #34679-34684	11/30/2025	12/4/2025	3,367.80	ARCHITERRA DESIGN GROUP	November 2025 Plan Check Services
Bill #1TFL-XHCW-JRHV	12/1/2025	12/4/2025	33.05	AMAZON CAPITAL SERVICES	Winter Employee Event
Bill #1T6T-PWWR-H4WP	12/1/2025	12/4/2025	64.03	AMAZON CAPITAL SERVICES	Winter Employee Event
Bill #134D-HWD7-FY4C	11/20/2025	12/4/2025	210.71	AMAZON CAPITAL SERVICES	Winter Employee Event
Bill #1K7N-WN1F-QVYL	11/19/2025	12/4/2025	130.49	AMAZON CAPITAL SERVICES	HR Office Camera
Bill #11DP-W44Q	11/18/2025	12/4/2025	78.25	AMAZON CAPITAL SERVICES	Winter Employee Event
Bill #185946	11/25/2025	12/11/2025	320.00	DATA TICKET, INC.	October 2025 Online Access
Bill #186627	11/25/2025	12/11/2025	459.90	DATA TICKET, INC.	October 2025 Daily Citation Processing
Bill #725090436	9/7/2025	12/4/2025	870.50	GEOCON WEST, INC.	Fixed Fee, Eng Project - Wildomar Crossroads Review
Bill #40661938	11/25/2025	12/4/2025	214.24	GREAT AMERICA FINANCIAL SERVIC	Canon Color Copier Syst. #019-1780554
Bill #112125-7151	11/21/2025	12/11/2025	9,245.80	EDISON	10/14/25-11/12/25 Electric- Traffic Control
Bill #112625-6091	11/26/2025	12/11/2025	61.47	EDISON	10/27/25-11/25/25 Elec 21347 Como St (Little League)
Bill #112625-9127	11/26/2025	12/11/2025	711.86	EDISON	10/27/25-11/25/25 Elec - 32637 Gruwell (FS61)
Bill #231641110	10/31/2025	12/18/2025	17,454.45	ST. FRANCIS ELECTRIC	TS Extra Work, CIP Related - CIP 063 Line C Basin and Storm Drain
Bill #17YK-WQVC-9HQN	12/4/2025	12/11/2025	27.38	AMAZON CAPITAL SERVICES	Desk Supplies
Bill #1GJ1-JXH1-J6VD	12/3/2025	12/11/2025	50.00	AMAZON CAPITAL SERVICES	Kitchen Supplies
Bill #SIN056593	10/31/2025	12/11/2025	2,636.00	HDL SOFTWARE LLC.	October 2025 Hdl Fees
Bill #120125-7481	12/1/2025	12/11/2025	557.31	EDISON	10/13/25-11/30/25 Electricity for CSA Districts
Bill #120125-7694	12/1/2025	12/11/2025	235.27	EDISON	11/01/25-11/30/25 CFD Zone 3
Bill #120125-8975	12/1/2025	12/11/2025	138.33	EDISON	11/01/25-11/30/25 CFD Zone 3
Bill #120125-0962	12/1/2025	12/11/2025	267.13	EDISON	11/01/25-11/30/25 Electric CFD 2013-001 Zone 2
Bill #120125-1757	12/1/2025	12/11/2025	216.36	EDISON	11/01/25-11/30/25 Electric CFD 2013-001 Zone 3
Bill #120125-4487	12/1/2025	12/11/2025	60.11	EDISON	11/01/25-11/30/25 20505 Palomar St (Marna)
Bill #120125-7504	12/1/2025	12/11/2025	36.81	EDISON	11/01/25-11/30/25 CFD 2013-1 Orange/Corazza
Bill #120125-4845	12/1/2025	12/11/2025	69.17	EDISON	11/01/25-11/30/25 CFD Zone 2
Bill #120125-9127	12/1/2025	12/11/2025	262.72	EDISON	11/01/25-11/30/25 Electric CFD 2013-001 Zone 5
Bill #120125-4610	12/1/2025	12/11/2025	138.14	EDISON	11/01/25-11/30/25 Electric CFD 2013-001 Zone 3
Bill #1CCR-HFT3-6FRL	12/5/2025	12/11/2025	23.63	AMAZON CAPITAL SERVICES	Community Services Supplies
Bill #97806	11/25/2025	12/11/2025	196.00	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	Public Works Road Maintenance
Bill #97796	11/24/2025	12/11/2025	472.41	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	Public Works Road Maintenance
Bill #97807	11/25/2025	12/11/2025	45.68	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	Public Works Road Maintenance
Bill #725110428	12/3/2025	12/11/2025	432.00	GEOCON WEST, INC.	CIP 028-2 - Palomar Widening
Bill #2509A464	9/5/2025	12/11/2025	396.36	PARSONS TRANSPORTATION GRP INC	CIP 026-2 Bundy Canyon, Seg II
Bill #2507B841	7/9/2025	12/11/2025	2,947.15	PARSONS TRANSPORTATION GRP INC	CIP 026-2 Bundy Canyon, Seg II
Bill #2511A070	11/6/2025	12/11/2025	1,395.34	PARSONS TRANSPORTATION GRP INC	CIP 026-2 Bundy Canyon, Seg II
Bill #231641109	10/31/2025	12/11/2025	2,336.77	ST. FRANCIS ELECTRIC	Traffic Operations - TS Maintenance Responses Oct, 2025
Bill #231641105	9/30/2025	12/11/2025	5,967.89	ST. FRANCIS ELECTRIC	Traffic Operations - TS Maintenance Responses Special Projects - Signal Reflective Backplates
Bill #2025-1561	11/25/2025	12/11/2025	378.00	TKE ENGINEERING INC	CIP 028-2 - Palomar Widening - Sep - Oct 2025
Bill #1DM-FKDV-F66M	12/5/2025	12/11/2025	40.21	AMAZON CAPITAL SERVICES	Winter Employee Event
Bill #1CTL-CVH6-P61T	12/6/2025	12/11/2025	224.44	AMAZON CAPITAL SERVICES	Winter Employee Event
Bill #36968-Nov	12/31/2025	12/11/2025	15,585.00	GOD'S FAN CLUB DBA: PROJECT TOUCH	To record Wildomar City Shelter Grant - October
Bill #2026-03WIL	12/1/2025	12/11/2025	132,987.00	RIVERSIDE COUNTY EXECUTIVE, OFFICE	Animal Shelter/Operations 3rd Quarter, January - March 2026
Bill #120125-4293	12/1/2025	12/11/2025	8,171.94	EDISON	11/01/25-11/30/25 CSA 103 Sales Acquisition
Bill #41750	10/17/2025	12/11/2025	168.55	SIGNS BY TOMORROW	Yard Signs with Stakes for Spooktacular Event
Bill #40750996	12/8/2025	12/11/2025	359.97	GREAT AMERICA FINANCIAL SERVIC	Canon Color Copier Syst. 020-1472515
Bill #13960648	11/26/2025	12/11/2025	207.10	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/18/25-11/16/25 Water Zone 3 Loc 35 M1

Bill #13960852	11/26/2025	12/11/2025	402.83	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/18/25-11/16/25 Water City Hall
Bill #13963660	11/26/2025	12/11/2025	656.53	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/18/25-11/16/25 Water 24707 Prelipp Rd
Bill #13941160	11/17/2025	12/11/2025	96.20	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/06/25-11/05/25 Water Zone 52 Loc 01
Bill #13941216	11/17/2025	12/11/2025	53.00	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/06/25-11/05/25 Water Zone 29 Loc 02
Bill #13941500	11/17/2025	12/11/2025	160.77	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/06/25-11/05/25 Water Zone 71 Loc 01
Bill #13941698	11/17/2025	12/11/2025	110.51	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/06/25-11/05/25 Water 32637 Gruwell-FS 61
Bill #13941780	11/17/2025	12/11/2025	1,433.57	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/06/25-11/05/25 Water 20505 Palomar St Marna O'Brien
Bill #13945009	11/17/2025	12/11/2025	151.69	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/06/25-11/05/25 21120 Saratoga Dr
Bill #13953693	11/24/2025	12/11/2025	446.72	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/15/25-11/13/25 Water Zone 42 Loc 01 M1
Bill #13953944	11/24/2025	12/11/2025	242.76	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/15/25-11/13/25 Water Zone 42 Loc 03 M3
Bill #13953945	11/24/2025	12/11/2025	223.46	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/15/25-11/13/25 Water Zone 42 Loc 02 M2
Bill #6129140000	11/22/2025	12/11/2025	1,543.64	VERIZON WIRELESS	Verizon 10/23/25-11/22/25
Bill #0050	11/18/2025	12/11/2025	395.00	THE VALLEY BUSINESS JOURNAL	Monthly Membership
Bill #2020113375	11/30/2025	12/11/2025	9,576.24	ABSOLUTE INTERNATIONAL, SECURITY INC	10/01/25-11/30/25 Security Patrol
Bill #309422/3	11/20/2025	12/11/2025	20.84	ACE HARDWARE	Facilities Supplies
Bill #309376/3	11/5/2025	12/11/2025	38.41	ACE HARDWARE	Facilities Supplies
Bill #6129140001	11/22/2025	12/11/2025	40.01	VERIZON WIRELESS	10/23/25-11/22/25 Data Internet Chrg 6192 Windsong
Bill #001161	12/2/2025	12/11/2025	1,025.00	GOPHER SQUAD	November 2025 Pest Control Services
Bill #120325	12/3/2025	12/11/2025	101.22	ROSALES, ANNELLE	Mileage Reimbursement: 11/15/25-11/28/25
Bill #120825	12/8/2025	12/11/2025	27.16	ROSALES, ANNELLE	Mileage Reimbursement: 12/01/25-12/05/25
Bill #12350	12/5/2025	12/18/2025	310.00	RIGHTWAY	FS61 Septic Pumping
Bill #309466/3	12/8/2025	12/11/2025	78.50	ACE HARDWARE	Public Works Road Maintenance Supplies - Motomix
Bill #1N3Y-RL9D-P3GG	12/9/2025	12/18/2025	48.93	AMAZON CAPITAL SERVICES	Security light for lot 5
Bill #82279333	11/30/2025	12/18/2025	252.50	CORELOGIC SOLUTIONS, LLC	November 2025 Code Enforcement Software
Bill #791404	11/17/2025	12/11/2025	271.88	DOG WASTE DEPOT	Doggie Waste Bags
Bill #309448/3	12/1/2025	12/11/2025	9.91	ACE HARDWARE	Facilities Supplies - Carpet Tape
Bill #4251914267	12/4/2025	12/11/2025	222.59	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #4251410718	11/28/2025	12/11/2025	222.59	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #120925	12/9/2025	12/11/2025	106.82	DEPHILLIPPO, ASHLEE	CalCities 2025 Annual Conference and Expo
Bill #120925	12/9/2025	12/11/2025	106.82	MORABITO, JOSEPH	CalCities 2025 Annual Conference and Expo
Bill #120925	12/9/2025	12/11/2025	106.82	MARQUEZ, CARLOS	CalCities 2025 Annual Conference and Expo
Bill #13Q9-QPPD-QC9G	12/9/2025	12/11/2025	61.53	AMAZON CAPITAL SERVICES	Winter Employee Event
Bill #1LK3-FNJQ-RC1P	12/9/2025	12/11/2025	26.95	AMAZON CAPITAL SERVICES	Winter Employee Event - Raffle Boxes
Bill #725110429	11/30/2025	12/11/2025	1,240.00	GEOCON WEST, INC.	Fixed Fee, Eng Project - Wildomar Crossroads Review
Bill #WD-0311562	11/19/2025	12/11/2025	3,540.00	SWRCB	Annual Permit for CIP 026-2 (RWQCB Permit Fee)
Bill #5610002127	7/1/2025	12/18/2025	487.50	YUNEX, LLC	Streetlight Maintenance-Callouts -April, 2024
Bill #41696	10/10/2025	12/11/2025	307.98	SIGNS BY TOMORROW	Vehicle Magnets
Bill #120425-1202	12/4/2025	12/11/2025	25.55	EDISON	11/01/25-11/30/25 Hidden Springs/Clinton Keith
Bill #120425-0828	12/4/2025	12/11/2025	359.54	EDISON	11/01/25-11/30/25 Electric Wildomar City Lamps
Bill #13956652	11/25/2025	12/11/2025	215.98	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/17/25-11/15/25 Water Zone 3 Loc 23 M1
Bill #13956857	11/25/2025	12/11/2025	80.88	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/17/25-11/15/25 Water Zone 30 Loc 02
Bill #WD-0310912	11/19/2025	12/11/2025	3,540.00	SWRCB	Annual Permit Fee for CIP 026-1, Bundy Canyon Widening
Bill #13956897	11/25/2025	12/11/2025	70.08	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/17/25-11/15/25 Water Zone 3 Loc 49 M1
Bill #13957151	11/25/2025	12/11/2025	247.55	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/17/25-11/15/25 Water Zone 51 Loc 01
Bill #13957318	11/25/2025	12/11/2025	265.74	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/17/25-11/15/25 21400 Palomar St. Little League Field
Bill #13957358	11/25/2025	12/11/2025	427.74	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/17/25-11/15/25 Water Windsong Park
Bill #13957864	11/25/2025	12/11/2025	204.52	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/17/25-11/15/25 Water Zone 3 Loc 29 M1
Bill #13957942	11/25/2025	12/11/2025	247.88	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/17/25-11/15/25 Water Zone 3 Loc 29 M2
Bill #13957945	11/25/2025	12/11/2025	192.48	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/17/25-11/15/25 Water Zone 30 Loc 1
Bill #13958043	11/25/2025	12/11/2025	288.02	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	10/17/25-11/15/25 Water Zone 3 Loc 42 & 47 M1
Bill #13958438	11/25/2025	12/11/2025	166.36	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	11/17/25-11/15/25 Water 22450 1/2 Cervera
Bill #13958677	11/25/2025	12/11/2025	309.01	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	11/17/25-11/15/25 Water 22450 Cervera
Bill #13959768	11/25/2025	12/11/2025	206.88	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	11/17/25-11/15/25 Water Zone 62 - 22933 Delca
Bill #13959854	11/25/2025	12/11/2025	83.07	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	11/17/25-11/15/25 Water Zone 67 - Arnnett & Catt

Bill #13960262	11/25/2025	12/11/2025	197.46	ELSINORE VALLEY MUNICIPAL, WATER DISTRICT	11/17/25-11/15/25 CFD 2022-1 NE Wildomar Trail/Margaret Ln
Bill #111925	11/19/2025	12/18/2025	3,717.25	R.E. SCHULTZ CONSTRUCTION, INC.	PP #2 Retention (Project 100% Complete)
Bill #120325	12/3/2025	12/11/2025	276,784.50	VAN ENGINEERING	Progress Payment #9 for Palomar Widening CIP028-2 and CIP067-1
Bill #JAN 2026	12/3/2025	12/11/2025	7,879.50	ANIMAL FRIENDS OF THE VALLEY,, INC.	Animal Control Service January 2026
Bill #8012688634	11/25/2025	12/11/2025	301.32	STERICYCLE, INC	Contractual Shredding Svc
Bill #120925	12/9/2025	12/11/2025	1,687.46		Travel Reimbursement
Bill #97890	12/3/2025	12/18/2025	1,407.23	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	Public Works Road Maintenance
Bill #34884	12/1/2025	12/18/2025	1,076.63	GOLDSTAR ASPHALT PRODUCTS MICHELLE	Public Works Road Maintenance
Bill #51577	12/5/2025	12/11/2025	4,175.61	TITAN RENTAL GROUP, INC. DBA TITAN TENT & EVENT RENTALS	Breakfast with Santa Event
Bill #44873	10/31/2025	12/18/2025	405.70	LOGO JOE'S	Maint. Dept. Caps, Staff Shirts
Bill #2025 - 12	12/5/2025	12/11/2025	86.68	Coalition for Controlling Ins. Costs in California Schools Health and Welfare Trust	EAP December 2025
Bill #55436635	11/26/2025	12/11/2025	686.54	MIKE'S PREMIUM JUMPERS LLC	Special Event : Breakfast with Santa - Inflatable Rental
Bill #000074	11/21/2025	12/11/2025	2,225.00	XAV ENTERTAINMENT	Special Event : Breakfast with Santa - Stage and Sound Rental
Bill #000180	11/14/2025	12/11/2025	734.06	ENRIQUE CORREA PHOTOGRAPHY	Special Event : Breakfast with Santa - Photo Booth
Bill #004	12/6/2025	12/11/2025	600.00	ALYSSA LOSCHIAVO	Special Event : Breakfast with Santa - Live Music
Bill #10847848961	11/20/2025	12/11/2025	2,376.00	DELL MARKETING L.P.	SANS Warranty Renewal
Bill #10845623780	11/6/2025	12/11/2025	658.31	DELL MARKETING L.P.	Monitor Hub for Daniel and Viviana
Bill #10846306960	11/11/2025	12/11/2025	8,776.32	DELL MARKETING L.P.	Computers for EOC
Bill #CI100-00236873	11/30/2025	12/11/2025	27,535.64	TYLER TECHNOLOGIES	Tyler Eden Support
Bill #100402087421	9/15/2025	12/11/2025	1,004.31	OTIS ELEVATOR COMPANY	FY26 Elevator Maintenance & New Car Fan Repair
Bill #1494	12/4/2025	12/11/2025	600.00	HEYDAY RECORDS AND EVENTS	Winter Party Music
Bill #SD17714001	12/10/2025	12/11/2025	1,413.43	OTIS ELEVATOR COMPANY	FY26 Elevator Maintenance & New Car Fan Repair
Bill #008312	12/4/2025	12/11/2025	688.00	PURE IMAGINATION PARTY COMPANY	Real Bearded Santa with Breakfast
Bill #6859	12/8/2025	12/11/2025	187.00	EMERGENCY-1 RESPONSE, INC.	EMT Service - Breakfast with Santa
Bill #443337	12/8/2025	12/11/2025	803.50	RIGHTWAY SITE SERVICES, INC.	12/04/25-12/31/25 - Porta/Washstn - Windsong 2 Schedules Services
Bill #2026-01WIL	7/1/2025	12/11/2025	132,987.00	RIVERSIDE COUNTY EXECUTIVE, OFFICE	Animal Shelter/Operations 1st Quarter, July -September 2025
Bill #TL0000017953	11/10/2025	12/18/2025	1,141.22	COUNTY OF RIVERSIDE, TLMA	TLMA-SFL - August 2025
Bill #TL0000017926	7/1/2025	12/18/2025	1,524.74	COUNTY OF RIVERSIDE, TLMA	TLMA-SFL - June , 2025
Bill #1KGX-C9DD-9XCH	12/11/2025	12/18/2025	14.13	AMAZON CAPITAL SERVICES	Office Supplies - Labels
Bill #1CHL-MNG3-LJL3	12/12/2025	12/18/2025	28.05	AMAZON CAPITAL SERVICES	Office Supplies
Bill #11PV-NXQ4-CRG3	12/13/2025	12/18/2025	56.40	AMAZON CAPITAL SERVICES	Winter Employee Event
Bill #175653253-0001	10/16/2025	12/18/2025	516.18	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #175653291-0001	10/16/2025	12/18/2025	159.38	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #176393351-0001	11/3/2025	12/18/2025	358.40	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #176851455-0001	11/14/2025	12/18/2025	815.52	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #176992503-0001	12/4/2025	12/18/2025	2,854.37	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #177042327-0001	11/19/2025	12/18/2025	523.14	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #177108315-0001	11/18/2025	12/18/2025	73.47	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #177381694-0001	11/25/2025	12/18/2025	867.56	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #177431293-0001	12/3/2025	12/18/2025	275.45	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #177888121-0001	12/10/2025	12/18/2025	311.21	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #177897795-0002	12/10/2025	12/18/2025	178.54	SUNBELT RENTALS, INC.	Public Works Road Maintenance
Bill #121125	12/11/2025	12/18/2025	142.03	JEMANE HEIDI CENTER	Mileage Reimbursement - 07/01/25-12/31/25
Bill #4687	12/11/2025	12/18/2025	4,488.44	CPS	Scanning, Agreement/workflow module
Bill #INV0000240825	12/15/2025	12/18/2025	6,288.00	ARMADA ADMINISTRATORS	Additional Insurance Coverage
Bill #177330420-0001	11/24/2025	12/18/2025	64.04	SUNBELT RENTALS, INC.	Equipment Rental
Bill #121525	12/15/2025	12/18/2025	35.00		Mileage Reimbursement: 11/29/25-12/12/25
Bill #121525	12/15/2025	12/18/2025	69.30	STANTON, SHERRI	Mileage Reimbursement: 11/15/25-11/28/25
Bill #121525-2	12/15/2025	12/18/2025	4.69	STANTON, SHERRI	Mileage Reimbursement: 11/29/25-12/12/25
Bill #309476/3	12/12/2025	12/18/2025	33.02	ACE HARDWARE	Facilities Supplies
Bill #309475/3	12/12/2025	12/18/2025	23.33	ACE HARDWARE	Facilities Supplies
Bill #353723	10/31/2025	12/18/2025	47,989.05	BURKE, WILLIAMS AND SORENSON,, LLP	Legal Services - October 2025

Bill #356081	11/30/2025	12/18/2025	45,152.65	BURKE, WILLIAMS AND SORENSON,, LLP	Legal Services - November 2025
Bill #1304023008	12/12/2025	12/18/2025	15,916.50	NICHOLS CONSULTING ENGINEERS	CIP 050-1, Pavement Management Program November, 2025
Bill #121225	12/12/2025	12/18/2025	500.00	DUSTIN THOMPSON PHOTOGRAPHY	Special Event: Breakfast with Santa - Event Photos
Bill #4252806819	12/11/2025	12/18/2025	222.59	CINTAS CORPORATION	Staff Uniform & Towel Maintenance
Bill #40776115	12/9/2025	12/18/2025	214.24	GREAT AMERICA FINANCIAL SERVIC	Canon Color Copier Syst. #016-1585799
Bill #121225	12/12/2025	12/18/2025	125.56	SOCALGAS	11/07/025-12/10/25 Gas - Fire Dept 32627 Gruwell
Bill #48278	11/21/2025	12/18/2025	1,060.00	BIO-TOX LABORATORIES	RC Sheriff- Lab Services
Bill #48328	11/21/2025	12/18/2025	625.00	BIO-TOX LABORATORIES	RC Sheriff- Lab Services
Bill #137443	12/16/2025	12/18/2025	1,082.06	PVP COMMUNICATIONS	Mobile Radio
Bill #6040213/1	11/13/2025	12/18/2025	1,046.45	BMW MOTORCYCLES OF RIVERSIDE	BMW Motorcycle Maintenance - Sheriff
Bill #L2511200599	11/20/2025	12/18/2025	115.00	T-MOBILE USA INC	Case Investigation WI252300019
Bill #1139-RKVC-QTLF	12/16/2025	12/18/2025	21.74	AMAZON CAPITAL SERVICES	Office Supplies
Bill #PE0000003147	12/14/2025	12/18/2025	730.56	COUNTY OF RIVERSIDE PUBLIC, SAFETY ENTERPRISE COMMUNI	Monthly Radio Communication - Sheriff
Bill #121125-2529	12/11/2025	12/18/2025	360.17	EDISON	11/03/25-12/10/25 22378 Bundy Canyon Rd
Bill #INV06-022238	12/12/2025	12/18/2025	40.78	AVENU MUNISERVICES	SUTA CA Service for Tax Qtr Ending 06/30/25
Bill #121625	12/16/2025	12/18/2025	1,500.00		Tuition Reimbursement
Bill #05K8710025004	11/29/2025	12/18/2025	633.83	PRIMO BRANDS	City Hall Drinking Water Services 10/27/25-11/26/25
Bill #79400	11/30/2025	12/18/2025	19,000.00	ROGERS, ANDERSON, MALODY &, SCOTT LLP	November 2025 FY24/25 Audit - City of Wildomar
Bill #9022418860	11/20/2025	12/18/2025	150.00	VERIZON WIRELESS SERVICES, LLC	Live GPS locations and CDR'S -WI253130039
Bill #2686662	12/10/2025	12/18/2025	455.21	PAPER DIRECT	City Council - Certificate Folders
Bill #120725	12/17/2025	12/18/2025	561.07	PITNEY BOWES	Postage Meter Refill 12/07/25
Bill #20251125	11/25/2025	12/18/2025	1,500.00	CRIME SCENE STERI-CLEAN, LLC	Incident Clean Up WI253280050
Bill #231641115	11/30/2025	12/18/2025	220.88	ST. FRANCIS ELECTRIC	Traffic Signal Extra Work- Developer Related Oak Springs Ranch II, Nov. 2025
Bill #12738	12/11/2025	12/18/2025	11,646.98	J AND S STRIPING COMPANY	Citywide Striping - Phase 2
Bill #121825	12/18/2025	12/18/2025	100.00	FRANCHISE TAX BOARD	Withholding Order
Bill #121825	12/18/2025	12/18/2025	578.30	CALIFORNIA STATE DISBURSEMENT UNIT	Withholding Order
Bill #16	11/17/2025	12/18/2025	300.00	ELSINORE HIGH SCHOOL JROTC	State of the City Presentation of Colors
Bill #121725	12/17/2025	12/18/2025	150.00	FILAR, ERIC	Planning Commission Meeting for 09/03/25 & 11/05/25
Bill #121725	12/17/2025	12/18/2025	75.00	BERNARD, BRIANNA	Planning Commission Meeting for 09/03/25
Bill #121725	12/17/2025	12/18/2025	150.00	CHARLES GOLDEN	Planning Commission Meeting for 09/03/25 & 11/05/25
Bill #121725	12/17/2025	12/18/2025	150.00	NOLAN KING	Planning Commission Meeting for 09/03/25 & 11/05/25
Bill #121725	12/17/2025	12/18/2025	150.00	RENE CAMBERO	Planning Commission Meeting for 09/03/25 & 11/05/25
Bill #000413017	12/1/2025	12/18/2025	26,482.42	CR&R INC.	SB1383 Procurement, 2025
Bill #269130	12/11/2025	12/18/2025	132.36	AFLAC, REMITTANCE PROCESSING, CENTER	Aflac December 2025 Coverage
Bill #2025-1356	9/30/2025	12/18/2025	346.50	TKE ENGINEERING INC	CIP 103, Wildomar Trail Interchange Restriping, September 2025
Bill #WILD-01.12 - 14	11/30/2025	12/18/2025	28,755.15	PLACEWORKS	November 2025 The Bluffs at Hidden Springs Specific Plan and EIR
Bill #231641113	11/30/2025	12/18/2025	1,480.75	ST. FRANCIS ELECTRIC	Routine Traffic Signal Maint - November 2025
Bill #WILD-01.8 - 14	11/30/2025	12/18/2025	7,956.38	PLACEWORKS	CIP 025-1 Clinton Keith Rd. Widening - November 2025
Bill #2132	12/31/2025	12/18/2025	5,585.29	SPICER CONSULTING GROUP	Maint. District Administration -December 2025
Bill #2654988	9/30/2025	12/18/2025	11,749.51	INTERWEST CONSULTING GROUP	Building & Safety Services - September 2025
Bill #2524575	9/30/2025	12/18/2025	29,099.59	INTERWEST CONSULTING GROUP	CIP Professional Services - September 2025
Bill #121225-3123	12/12/2025	12/18/2025	134.60	EDISON	09/12/25-1211/25 23873 Clinton Keith Rd Suite 109
Bill #121225-7255	12/12/2025	12/18/2025	139.89	EDISON	09/12/25-12/11/25 23873 Clinton Keith Rd Suite 110
Bill #121225-2838	12/12/2025	12/18/2025	1,222.32	EDISON	11/12/25-12/11/25 Electric City Hall
Bill #121225-5636	12/12/2025	12/18/2025	256.91	EDISON	11/12/25-12/11/25 Clinton Keith Rd Suite 101
Bill #121225-3487	12/12/2025	12/18/2025	305.87	EDISON	09/12/25-12/11/25 23873 Clinton Keith Rd Suite 103
Bill #2025-1303	10/7/2025	12/18/2025	8,572.00	TKE ENGINEERING INC	CIP 026-2 Bundy Canyon, Seg II - August 2025
Bill #2025-1562	10/31/2025	12/18/2025	4,043.00	TKE ENGINEERING INC	CIP 026-2 Bundy Canyon, Seg II - October 2025
Bill #11762624	10/31/2025	12/18/2025	622.84	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - 2025 Building Codes
Bill #121825	12/18/2025	12/18/2025	62,286.22		Separation Agreement
Bill #11766181	11/23/2025	12/18/2025	304.35	SOUTHERN CALIFORNIA NEWS, GROUP	Public Notice - CDBG FY 26/27
Bill #42133	12/17/2025	12/18/2025	449.83	SIGNS BY TOMORROW	Coroplast Signs

Bill #309471/3	12/10/2025	12/18/2025	10.32	ACE HARDWARE	Facilities Supplies
Bill #309488/3	12/16/2025	12/18/2025	11.35	ACE HARDWARE	Facilities Supplies
Bill #308995/3	7/1/2025	12/18/2025	17.32	ACE HARDWARE	Office Supplies
Bill #309246/3	9/10/2025	12/18/2025	22.41	ACE HARDWARE	Departmental Supplies
Bill #309247/3	9/10/2025	12/18/2025	8.19	ACE HARDWARE	Departmental Supplies
Bill #309248/3	9/11/2025	12/18/2025	30.56	ACE HARDWARE	Departmental Supplies
Bill #309254/3	9/12/2025	12/18/2025	6.81	ACE HARDWARE	Facilities Supplies
Bill #309262/3	9/18/2025	12/18/2025	4.32	ACE HARDWARE	Facilities Supplies
Bill #309272/3	9/22/2025	12/18/2025	6.81	ACE HARDWARE	Departmental Supplies
Bill #309276/3	9/26/2025	12/18/2025	6.20	ACE HARDWARE	Departmental Supplies
Bill #2025-1559	10/31/2025	12/18/2025	1,285.00	TKE ENGINEERING INC	General Consulting Services - October 2025
Bill #2025-1560	10/31/2025	12/18/2025	262.00	TKE ENGINEERING INC	CIP 063 Line C Basin and Storm Drain - October 2025
Bill #2025-1563	11/25/2025	12/18/2025	567.00	TKE ENGINEERING INC	CIP 103, Wildomar Trail Interchange Restriping - October 2025
Bill #2025-1349	9/30/2025	12/18/2025	7,956.50	TKE ENGINEERING INC	Traffic Engineering, September 2025
Bill #2025-1555	10/31/2025	12/18/2025	8,315.00	TKE ENGINEERING INC	PW Fixed Fee Rev/Inspections General Engineering Inspections, October 2025
Bill #2025-1352	9/30/2025	12/18/2025	1,087.00	TKE ENGINEERING INC	General Consulting Services - September 2025
Bill #2025-1355	9/30/2025	12/18/2025	2,111.50	TKE ENGINEERING INC	CIP 026-2 Bundy Canyon, Seg II - September 2025
Bill #309486/3	12/15/2025	12/18/2025	5.15	ACE HARDWARE	Dustin Wyatt Account - FY25/26
Bill #34826	11/24/2025	12/18/2025	445.86	GOLDSTAR ASPHALT PRODUCTS MICHELLE	Public Works Road Maintenance
Bill #1239844	12/10/2025	12/18/2025	662.43	ALL AMERICAN ASPHALT	Public Works Road Maintenance
Bill #34952	12/5/2025	12/18/2025	1,076.63	GOLDSTAR ASPHALT PRODUCTS MICHELLE	Public Works Road Maintenance
Bill #97974	12/11/2025	12/18/2025	271.88	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	Public Works Road Maintenance
Bill #97973	12/11/2025	12/18/2025	81.56	ALLIED TRAFFIC & EQUIPMENT, RENTALS INC	Public Works Road Maintenance
Bill #4662-1	12/4/2025	12/18/2025	3,200.00	INFINITY TECHNOLOGIES	November 2025 GIS Contractual Services
Bill #4727-A	12/9/2025	12/18/2025	11,300.00	INFINITY TECHNOLOGIES	November 2025 Monthly IT Services
Bill #4727-B	12/9/2025	12/18/2025	204.75	INFINITY TECHNOLOGIES	November 2025 Datto Office 365 Backup Service
Bill #4727-C	12/9/2025	12/18/2025	948.00	INFINITY TECHNOLOGIES	November 2025 ProofPoint Essentials Advance
Bill #121525-3243	12/15/2025	12/18/2025	50.39	EDISON	11/13/25-12/14/25 31818 Central St LS3
Bill #121525-3047	12/15/2025	12/18/2025	99.01	EDISON	11/13/25-12/14/25 34311 Mission Trl TC1
Bill #121525-5361	12/15/2025	12/18/2025	94.05	EDISON	11/13/25-12/14/25 31818 Central TC1
Bill #121525-3950	12/15/2025	12/18/2025	45.99	EDISON	11/13/25-12/14/25 34311 Mission Trail LS3
Bill #121525-8688	12/15/2025	12/18/2025	91.96	EDISON	11/13/25-12/14/25 21458 Grand Ave TC1
Bill #121525-4237	12/15/2025	12/18/2025	225.73	EDISON	11/13/25-12/14/25 Electric Suite #111
Bill #121525-7372	12/15/2025	12/18/2025	85.93	EDISON	11/13/25-12/14/25 24211 Clinton Keith Rd TC1
Bill #11302025-3559202	11/30/2025	12/22/2025	14,546.48	CR&R INC.	Compost Delivery + Transportation - 11/30/25-12/31/25
		TOTAL:	**1,579,177.57**		

City of Wildomar
Wire Transfer Register
12/31/2025

ACH Date	Payee	Description		Amount
11/26/2025	Wilmington Trust	WRCOG Streetlight Principal and interest Payment	$	88,643.22
11/26/2025	Frontier Communications	Monthly Phone and Internet Services	$	72.22
11/26/2025	Frontier Communications	Monthly Phone and Internet Services	$	756.26
12/2/2025	Charter Spectrum	Monthly Backup Internet Services	$	1,030.00
12/9/2025	Frontier Communications	Monthly Phone and Internet Services	$	451.54
12/10/2025	CA Waterboards	Regulatory Perrmit Fee Payments	$	1,227.00
12/15/2025	Viasat, Inc.	Cemetery Phone and Internet	$	177.53
12/16/2025	EIP III	Mitigation Credits	$	942,378.78
12/16/2025	Frontier Communications	Monthly Phone and Internet Services	$	74.99
12/17/2025	Frontier Communications	Monthly Phone and Internet Services	$	169.99
12/18/2025	Commonwealth Land Title Company	Escrow Deposit for RCA Mitigation Land Purchase for Bundy Canyon Widening	$	1,645,800.00
12/19/2025	US Bank	Credit Card Statement Payment - Business Meals, Conference Expenses, Organizational Memberships, Special Event Supplies, Repairs & Maintenance, and Office Supplies	$	24,785.18
12/31/2025	Frontier Communications	Monthly Phone and Internet Services	$	72.22
12/31/2025	Frontier Communications	Monthly Phone and Internet Services	$	756.26
		TOTAL	$	2,706,395.19

City of Wildomar
Payroll Warrant Register
12/31/2025

ACH Date	Payee	Description	Amount
12/1/2025	City Council Payroll	11/1/2025-11/30/2025	$ 13,100.37
12/1/2025	City Manager Payroll	11/1/2025-11/15/2025	$ 13,494.70
12/4/2025	Staff Payroll	11/15/2025-11/28/2025	$ 303,598.55
12/15/2025	City Manager Payroll	11/16/2025-11/30/2025	$ 13,656.70
12/18/2025	Staff Payroll	11/29/2025-12/12/2025	$ 296,185.22
12/31/2025	City Council Payroll	12/1/2025-12/31/2025	$ 14,092.74
12/31/2025	City Manager Payroll	12/1/2025-12/15/2025	$ 13,656.70
12/31/2025	Staff Payroll	12/13/2025-12/26/2025	$ 197,589.09
		TOTAL	**$ 865,374.07**

SUBJECT: December 2025 Cemetery Warrant Register

SUBMITTED BY: Nicholas Neidiffer, Accountant II

PREPARED BY: Nicholas Neidiffer, Accountant II

ACTION:
Approve the following:

For Fiscal Year 2025/2026
1. Warrant Register dated 12-4-2025 in the amount of $858.22.
2. Warrant Register dated 12-11-2025 in the amount of $71,692.98.
3. Warrant Register dated 12-18-2025 in the amount of $8,105.56.

SUMMARY:
December 2025 Cemetery Warrant Register

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

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 2025/26 Budget.

ATTACHMENTS:
December 2025 Cemetery Warrant Register.pdf

Transaction Name	Bill Date	Payment Date	Fund Line	Amount (Debit)	Vendor	Memo
Bill #05K8710073513	11/22/2025	12/4/2025	300 - Cemetery	67.45	PRIMO BRANDS	Cemetery Drinking Water Services 10/21/25-11/20/25
Bill #231641111	10/31/2025	12/4/2025	302 - Cemetery Capital Improvement Fund	61.44	ST. FRANCIS ELECTRIC	Traffic Signals Extra Work - CIP -Related - CIP 067-1 Palomar Widening Oct ,2025 (16%)
Bill #CD_001278197	11/23/2025	12/4/2025	300 - Cemetery	268.77	RING CENTRAL	Phone for the Cemetery on Ring Central
Bill #9344766550	10/31/2025	12/4/2025	300 - Cemetery	150.08	CINTAS CORPORATION	SD Eyewash Service Agreement
Bill #9340168699	9/30/2025	12/4/2025	300 - Cemetery	150.08	CINTAS CORPORATION	SD Eyewash Service Agreement
Bill #201025263	11/24/2025	12/4/2025	300 - Cemetery	87.06	ULINE	Departmental Supplies
Bill #201025263	11/24/2025	12/4/2025	300 - Cemetery	73.34	ULINE	Departmental Supplies
Bill #112625-7258	11/26/2025	12/11/2025	300 - Cemetery	174.39	EDISON	10/27/25-11/25/25 Elec 21400 Palomar (Cemetery)
Bill #13957218	11/25/2025	12/11/2025	300 - Cemetery	673.49	ELSINORE VALLEY MUNICIPAL, WATER DISTRIC	10/17/25-11/15/25 Cemetery Water Services
Bill #6129140000	11/22/2025	12/11/2025	300 - Cemetery	14.97	VERIZON WIRELESS	10/23/25-11/22/25 Cemetery/Comm Svs
Bill #6129140000	11/22/2025	12/11/2025	300 - Cemetery	38.86	VERIZON WIRELESS	10/23/25-11/22/25 Cemetery
Bill #6129140000	11/22/2025	12/11/2025	300 - Cemetery	38.86	VERIZON WIRELESS	10/23/25-11/22/25 Cemetery
Bill #001161	12/2/2025	12/11/2025	300 - Cemetery	270.00	GOPHER SQUAD	Gopher & Insect Pest Control November 2025 Pest Control Services
Bill #12374	12/5/2025	12/11/2025	300 - Cemetery	310.00	RIGHTWAY	(1) Septic Pump 21400 Palomar Street
Bill #436847	9/24/2025	12/11/2025	300 - Cemetery	452.18	RIGHTWAY SITE SERVICES, INC.	(2) Cemetery Restroom Maintenance/Service 09/22/25-10/19/25
Bill #120325	12/3/2025	12/11/2025	302 - Cemetery Capital Improvement Fund	68,955.00	VAN ENGINEERING	Progress Payment #9
Bill #8012688634	11/25/2025	12/11/2025	300 - Cemetery	106.93	STERICYCLE, INC	Contractual Shredding Svc
Bill #10845623780	11/6/2025	12/11/2025	300 - Cemetery	658.30	DELL MARKETING L.P.	Monitor Hub for Daniel and Viviana
Bill #0002752	12/10/2025	12/18/2025	300 - Cemetery	280.00	BROWN FAMILY SERVICES	General Repair
Bill #79400	11/30/2025	12/18/2025	300 - Cemetery	2,000.00	ROGERS, ANDERSON, MALODY &, SCOTT LLP	November 2025 FY24/25 Audit - Cemetery District
Bill #2524575	9/30/2025	12/18/2025	302 - Cemetery Capital Improvement Fund	2,378.56	INTERWEST CONSULTING GROUP	CIP 067-0 Palomar Widening Gruwell to Wildomar Trail - September 2025
Bill #2524575	9/30/2025	12/18/2025	302 - Cemetery Capital Improvement Fund	2,840.50	INTERWEST CONSULTING GROUP	CIP 062-0 Palomar Widening Gruwell to Wildomar Trail - September 2025
Bill #42133	12/17/2025	12/18/2025	300 - Cemetery	154.32	SIGNS BY TOMORROW	Coroplast Signs
Bill #444201	12/17/2025	12/18/2025	300 - Cemetery	452.18	RIGHTWAY SITE SERVICES, INC.	(2) Cemetery Restroom Maintenance/Service 12/15/25-01/11/26
			TOTAL:	**80,656.76**		

SUBJECT: November 2025 City Treasury Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Approve the City Treasury Report for November 2025.

SUMMARY:
November 2025 City Treasury Report

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

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

Over this month, the City earned $127,699.45 in interest from its investment accounts.

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

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

ATTACHMENTS:
November 2025 City Treasury Report.pdf

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

CITY CASH

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	$ 5,435,574.53	$ 2,327,008.67	(2,678,539.70)	$ 5,084,043.50	3.82746%
		TOTAL	$ 5,435,574.53	$ 2,327,008.67	$ (2,678,539.70)	$ 5,084,043.50	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	AVERAGE DAYS TO MAT.	STATED RATE
100	LOCAL AGENCY INVESTMENT FUND	$ 5,346,329.19	$ 5,346,329.19	$ 5,346,329.19	12.44%	N/A	4.096%
Various	CAMP POOL	$ 13,034,199.80	$ 13,034,199.80	$ 13,034,199.80	30.32%	N/A	4.100%
Various	CAMP MANAGED ACCOUNT	$ 24,005,620.23	$ 24,005,620.23	$ 24,613,546.56	57.25%	896	4.310%
	TOTAL	$ 42,386,149.22	$ 42,386,149.22	$ 42,994,075.55	100.00%		

CITY	TOTAL CASH AND INVESTMENTS	$ 48,078,119.05

BREAKDOWN

FUND		ISSUER	BEGINNING BALANCE	+ PURCHASES	+ INTEREST DEPOSITED	(-) WITHDRAWALS/ SALES	ENDING BALANCE	STATED RATE
100	General	LOCAL AGENCY INVESTMENT FUNDS	$ 5,346,329.19	$ 0.00	$ 0.00	$ 0.00	$ 5,346,329.19	4.096%
100	General	CAMP POOL	$ 5,609,077.51	$ 0.00	$ 18,888.49	$ 0.00	$ 5,627,966.00	4.100%
115	ARPA	CAMP POOL	$ 346,628.65	$ 0.00	$ 0.00	$ (346,628.65)	$ 0.00	4.100%
120	AA	CAMP POOL	$ 3,792,698.04	$ 346,628.65	$ 13,939.12	$ 0.00	$ 4,153,265.81	4.100%
461	DIF Park Imp.	CAMP POOL	$ 2,788,783.59	$ 0.00	$ 9,391.19	$ 0.00	$ 2,798,174.78	4.100%
301	Endowment	CAMP POOL	$ 453,266.84	$ 0.00	$ 1,526.37	$ 0.00	$ 454,793.21	4.100%
100	General	CAMP MANAGED ACCOUNT	$ 6,521,430.81	$ 0.00	$ 22,929.49	$ 0.00	$ 6,544,360.30	4.310%
110	Dev. Agrmnt.	CAMP MANAGED ACCOUNT	$ 3,359,693.57	$ 0.00	$ 11,694.70	$ 0.00	$ 3,371,388.27	4.310%
120	AA	CAMP MANAGED ACCOUNT	$ 6,630,474.47	$ 0.00	$ 23,279.60	$ 0.00	$ 6,653,754.07	4.310%
201	Measure A	CAMP MANAGED ACCOUNT	$ 1,233,465.25	$ 0.00	$ 4,315.64	$ 0.00	$ 1,237,780.89	4.310%
204	Waste Svcs.	CAMP MANAGED ACCOUNT	$ 1,099,080.71	$ 0.00	$ 3,858.14	$ 0.00	$ 1,102,938.85	4.310%
300	Cemetery	CAMP MANAGED ACCOUNT	$ 1,099,080.71	$ 0.00	$ 3,858.14	$ 0.00	$ 1,102,938.85	4.310%
420	Public Fac.	CAMP MANAGED ACCOUNT	$ 526,716.74	$ 0.00	$ 1,842.87	$ 0.00	$ 528,559.61	4.310%
421	Police Fac.	CAMP MANAGED ACCOUNT	$ 526,716.74	$ 0.00	$ 1,842.87	$ 0.00	$ 528,559.61	4.310%
440	DIF Roads	CAMP MANAGED ACCOUNT	$ 2,759,795.81	$ 0.00	$ 9,738.11	$ 0.00	$ 2,769,533.92	4.310%
461	DIF Park Imp.	CAMP MANAGED ACCOUNT	$ 165,211.13	$ 0.00	$ 594.72	$ 0.00	$ 165,805.85	4.310%
		TOTAL	$ 42,258,449.77	$ 346,628.65	$ 127,699.45	$ (346,628.65)	$ 42,386,149.22	

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.

Adam Jantz
Adam Jantz
Finance Manager

12/12/2025
Date

SUBJECT: November 2025 Cemetery Treasury Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Approve the Treasury Report for November 2025.

SUMMARY:
November 2025 Cemetery Treasury Report

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

ACCOUNT CODE:
300-1011
301-1011

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

ATTACHMENTS:
November 2025 Cemetery Treasury Report.pdf

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

DISTRICT INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
301	CAMP POOL	$ 454,793.21	$ 454,793.21	$ 454,793.21	28.68%	N/A	4.100%
300	CAMP MANAGED ACCOUNT	$ 1,102,938.85	$ 1,102,938.85	$ 1,131,121.77	71.32%	896	4.310%
	TOTAL	$ 1,557,732.06	$ 1,557,732.06	$ 1,585,914.98	100.00%		

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	+ INTEREST DEPOSITED	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
301	CAMP POOL	$ 453,266.84	$ -	$ 1,526.37	$ -	$ 454,793.21	4.100%
300	CAMP MANAGED ACCOUNT	$ 1,099,080.71	$ -	$ 3,858.14	$ -	$ 1,102,938.85	4.310%
	TOTAL	$ 1,552,347.55	$ -	$ 5,384.51	$ -	$ 1,557,732.06	

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.

Adam Jantz
Adam Jantz
Finance Manager

12/12/2025
Date

CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.6
Meeting Date: January 14, 2026

SUBJECT: FY2024-25 Annual Development Impact Fee Report

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
Receive and file the Annual report for the Development Impact Fees for the Fiscal Year Ending June 30, 2025.

SUMMARY:
FY2024-25 Annual Development Impact Fee Report

BACKGROUND:
The Mitigation Fee Act, Section 66000 et seq. of the California Government Code (the "Act"), governs the establishment and administration of development impact fees paid by new development projects for public facilities needed to serve new development.

The Act requires two specific reporting requirements from the City: 1) A periodic (five-year) report to make findings concerning all unexpended mitigation fees and 2) an annual review of all development impact fees as defined in the Act and to make the reports available to the public within 180 days of fiscal year-end, which would be December 27th. The reports were posted on the City website on December 23rd for review. As fiscal year 2023-24 required a five-year report, only the annual report is required for fiscal year 2024-25.

This current report details the receipt and usage of Development Impact Fees for the period from July 1st, 2024, through June 30th, 2025, thus fulfilling the annual review requirement set forth by the Mitigation Fee Act.

ACCOUNT CODE:
410
420
421
422
423
430
440
450
451
460
461
470

480
490

FISCAL IMPACT:
This is only a report concerning the collection and expenditures of development impact fees and therefore it has no fiscal impact.

ATTACHMENTS:
Wildomar FY2024-25 Annual DIF Report.pdf

City of Wildomar

2024/25 Annual Report
On Development Impact Fees
Fiscal Year Ended June 30, 2025

Background

The Mitigation Fee Act, Government Code Section 66000 et seq., (the "Act") governs the establishment and administration of development impact fees paid by new development projects for public facilities needed to serve new development. Fees must be separately accounted for and used for the specific purpose for which the fee was imposed. The City's adopted development impact fees are listed in the attached exhibits. Expenditures are authorized through the annual Operating Budget and the City's Capital Improvement Program.

Development Fee Reporting

The Act requires two specific reporting requirements from the City: 1) A periodic (five-year) report to make findings concerning all unexpended mitigation fees and 2) an annual review of all development impact fees as defined in the Act and to make a public report on the fees available to the public after the end of each fiscal year. Government Code Section 66006(b)(2) requires the report to be placed on an agenda for review at a public meeting not less than 15 days after the report is made available to the public. Only an annual report is required for fiscal year 2024-25.

The report is organized as follows:

Section 1. A brief description of the purpose of each development impact fee, its authorizing legislation, and the current amount (Government Code Section 66006(b)(1) (A)).

Section 2. An annual summary of the beginning fund balance on July 1st, 2024, annual fee revenue collected as well as interest earned, public improvement expenditures, and the ending fund balance on June 30th, 2025, for each fee (Government Code Section 66006(b)(1)(C) and (D)); and a list of Capital Projects funded in fiscal year 2024-25 with development impact fees.

Section 3. Report of Findings for each fee.

Section 4. Capacity Fees.

City of Wildomar
Description of Development Impact Fees
Section 1.

The City's Development Impact Fees (DIF) were first adopted at incorporation on July 1, 2008, adopting the fees that were being charged by the County of Riverside at the time. The County transferred all the development impact fee fund balances to the City from development impact fees collected by the County from developments with the new City of Wildomar. The City continued to collect development impact fees in the amounts established by the County from incorporation until the City adopted its own fees after a Development Impact Fee Study was done in January 2014, with the new fees becoming effective on April 1st, 2014. An update to the study was done in April 2015, adding several fees. These DIFs became effective in intervals starting on August 10, 2015. The following development impact fees were adopted:

- **410 – DIF Admin**
- **420 – City Hall**
- **421 – Police Facilities**
- **422 – Animal Shelter**
- **423 – Corporate Yard**
- **430 – Fire Facilities**
- **440 – Transportation – Roads**
- **450 – Transportation – Signals**
- **451 – Drainage**
- **460 – Park Land Acquisition**
- **461 – Park Improvements**
- **470 – Community Center**
- **480 – Multi-Purpose Trails**
- **490 – Library**

The most recent fee update concluded in December 2021 and went into effect on July 1st, 2022. This most recent fee update is incorporated into this report. The individual fee amounts and their designated purpose will be described in detail in the following section. Resolution 2021-76 was also adopted along with the fee study which allows the City to increase the development impact fees described in the following by an amount equal to the average percentage change over the previous year in the California Construction Cost Index starting on July 1st, 2023. The increase for FY2024-25 was 0.35%.

On May 8th, 2024, the City had NBS prepare a memo to calculate a Places of Worship DIF category, as they had previously been assessed the commercial rates which do not appropriately account for the impacts. These fees went into effect July 8th, 2024, and therefore this DIF category is included in this report.

410 – Development Impact Fee Admin

The purpose of the Admin DIF is to cover the cost of administering and updating the DIF program. This includes legal costs as well as development fee studies, of which the City has completed three thus far. The first two were with the consulting firm Colgan Consulting Corporation. The first study was carried out between 2012-2013 and completed in January 2014. A second study to update the fees was completed in April 2015. A third study was commissioned in FY2020-21 by NBS Consulting and completed in FY2021-22. This update did not take effect until July 1st, 2022. In this update, the Admin DIF decreased from 0.48% to 0.30% of DIFs paid. The purpose of this decrease was to account for the overall increase in the Development Impact Fees so that the amount collected remained constant. However, as the Animal Shelter DIF was not updated, the admin fee percentage for this DIF remains at 0.48%.

Current Fee as of 6/30/2024:	
Land Use	**Maximum Fee**
Single Family Residential	$ 0.30% of All DIFs Excluding Animal Shelter
Multi-Family Residential	$ 0.30% of All DIFs Excluding Animal Shelter
Commercial/ Retail	$ 0.30% of All DIFs Excluding Animal Shelter
Office/Business Park	$ 0.30% of All DIFs Excluding Animal Shelter
Light Industrial/Warehousing	$ 0.30% of All DIFs Excluding Animal Shelter
Places of Worship	$ 0.30% of All DIFs Excluding Animal Shelter

420 – City Hall DIF

Fees are for a purpose-built City Hall to serve both existing and future development. The fee amount is based on future development's proportionate share of a new City Hall building. Calculations are based on a total service population (residents and employees) of 72,305 with a City Hall measuring 20,000 ft^2, which is a slight reduction from the square footage identified in the previous study. The projected cost for a new purpose-built City Hall facility is $10,850,000 with new development's estimated share of the cost at $4,829,697 (45.65%). The fee amount for the City Hall Facilities Development Impact Fee is as follows:

Land Use	**Maximum Fee**
Single Family Residential	$ 459 per dwelling unit
Multi-Family Residential	$ 318 per dwelling unit
Commercial/ Retail	$ 314 per 1,000 square feet of building space
Office/Business Park	$ 278 per 1,000 square feet of building space
Light Industrial/Warehousing	$ 111 per 1,000 square feet of building space
Places of Worship	$ 111 per 1,000 square feet of building space

421 – Police Facilities DIF

The purpose of the Police Facilities DIF is to mitigate the impact of new developments on the need for a Police substation in Wildomar. Currently, the City contracts with the Riverside County Sheriff which operates out of the Lake Elsinore station. The fee calculation considers future service population growth.

The fee amount for the Police Facilities Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 292 per dwelling unit
Multi-Family Residential	$ 203 per dwelling unit
Commercial/ Retail	$ 197 per 1,000 square feet of building space
Office/Business Park	$ 174 per 1,000 square feet of building space
Light Industrial/Warehousing	$ 69 per 1,000 square feet of building space
Places of Worship	$ 69 per 1,000 square feet of building space

422 – Animal Shelter DIF

The purpose of the Animal Shelter DIF is to cover the City's debt service share of the new development costs to the regional animal shelter. Wildomar's share of the cost is 17.1%, or $4,168,310. Of that, new development constitutes 37.3%, or $1,555,383. The shelter is located at 33751 Mission Trail, Wildomar, CA 92595. As the debt service amount has not changed, this fee was not updated in the December 2021 DIF study.

The fee amount for the Animal Shelter Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 250 per dwelling unit
Multi-Family Residential	$ 178 per dwelling unit
Commercial/ Retail	$ Fee Not Applied
Office/Business Park	$ Fee Not Applied
Light Industrial/Warehousing	$ Fee Not Applied
Places of Worship	$ Fee Not Applied

423 – Corporate Yard DIF

The purpose of the Corporate Yard DIF is to provide funding for the future acquisition of a corporation yard. The yard will be used to store equipment utilized by the City to meet the maintenance needs of the City. The fee considers both the site acquisition and development. It also incorporates a storage building estimated to be 3,000 ft^2 and future maintenance of the site. New development's share of the cost is projected to be $1,091,043.

The fee amount for the Corporate Yard Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 104 per dwelling unit
Multi-Family Residential	$ 72 per dwelling unit
Commercial/ Retail	$ 71 per 1,000 square feet of building space
Office/Business Park	$ 62 per 1,000 square feet of building space
Light Industrial/Warehousing	$ 25 per 1,000 square feet of building space
Places of Worship	$ 25 per 1,000 square feet of building space

430 – Fire Facilities DIF

The purpose of the Fire Facilities DIF is to fund new fire protection facilities. Currently, Wildomar is served by only one fire station within its city limits, Station #61. The City is anticipating adding another station and upgrading or replacing the current facilities. The current fee is based on the cost of adding one additional fire station and one new Type I fire engine.

The fee amount for the Fire Facilities Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 532 per dwelling unit
Multi-Family Residential	$ 369 per dwelling unit
Commercial/ Retail	$ 363 per 1,000 square feet of building space
Office/Business Park	$ 322 per 1,000 square feet of building space
Light Industrial/Warehousing	$ 128 per 1,000 square feet of building space
Places of Worship	$ 129 per 1,000 square feet of building space

440 – Transportation - Roads DIF

The purpose of the Transportation-Roads DIF is to help fund improvements to streets, intersections, bridges, and culverts needed to serve future development. The improvements incorporated into the fee are based on the City of Wildomar General Plan Circulation Element. One of the most significant projects is related to Bundy Canyon Road. The total impact fee share for all projects is $106,807,320.

The fee amount for the Transportation-Roads Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 4,605 per dwelling unit
Multi-Family Residential	$ 2,604 per dwelling unit
Commercial/ Retail	$ 13,742 per 1,000 square feet of building space
Office/Business Park	$ 4,147 per 1,000 square feet of building space
Light Industrial/Warehousing	$ 1,894 per 1,000 square feet of building space
Places of Worship	$ 180 per 1,000 square feet of building space

450 – Transportation - Signals DIF

The purpose of the Transportation-Signals DIF is to cover the costs of new traffic signals and modifications to existing signals that can be attributed to new development. The specific streetlight infrastructure improvements are outlined in a listing in Appendix A of the 2021 DIF Study for Wildomar. As of the study date, there are 19 new traffic signals slated for installation and 22 existing streetlights targeted for modification to Ultimate 4-Way signals. The total amount to be covered by impact fees is $11,870,806.

The fee amount for the Transportation-Signals Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 512 per dwelling unit
Multi-Family Residential	$ 290 per dwelling unit
Commercial/ Retail	$ 1,527 per 1,000 square feet of building space
Office/Business Park	$ 462 per 1,000 square feet of building space
Light Industrial/Warehousing	$ 211 per 1,000 square feet of building space
Places of Worship	$ 180 per 1,000 square feet of building space

451 – Drainage DIF

Drainage is a serious concern to Wildomar as runoff from the steep slopes of the City limits can have notable impacts on the more level western areas of the City. The purpose of the Drainage DIF is to provide for future drainage improvements necessitated by new development to protect the City from flooding in the event of concentrated downpours. Improvements are based on the City Master Drainage Plan and the Riverside County Flood Control Area Drainage Plan that cover parts of the City. The costs of sub-regional collector facilities serving Wildomar are also incorporated into the fee.

The fee amount for the Drainage Development Impact Fee is as follows:

Land Use	Maximum Fee
Residential – Varies with Density	
Residential Estate Density	$ 9,093 per dwelling unit
Residential Very Low Density	$ 9,042 per dwelling unit
Residential Low Density	$ 8,989 per dwelling unit
Residential Medium Density	$ 5,632 per dwelling unit
Residential Med-High Density	$ 3,534 per dwelling unit
Residential High Density	$ 1,803 per dwelling unit
Commercial/ Retail	$ 3,629 per 1,000 square feet of building space
Office/Business Park	$ 2,750 per 1,000 square feet of building space
Light Industrial/Warehousing	$ 2,591 per 1,000 square feet of building space
Places of Worship	$ 1,005 per 1,000 square feet of building space

460 – Park Land Acquisition DIF

The purpose of the Park Land Acquisition DIF is to fund the acquisition of parklands needed to serve new residential development. The fee also includes a small component to pay for the cost of a Master Plan to guide the development. The fee only applies to residential units. Calculations are based on the Quimby Act methodology that stipulates parkland requirements may be based on 3 acres per 1,000 residents. The fee is then multiplied by the expected future dwelling units. The impact fee report explains the methodology more thoroughly.

The fee amount for the Park Land Acquisition Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 1,049 per dwelling unit
Multi-Family Residential	$ 728 per dwelling unit
Commercial/ Retail	$ Fee Not Applied
Office/Business Park	$ Fee Not Applied
Light Industrial/Warehousing	$ Fee Not Applied
Places of Worship	$ Fee Not Applied

461 – Park Improvements DIF

The purpose of the Park Improvements DIF is to provide funding for park improvements needed to serve new residential development. This fee only applies to residential units.

The fee amount for the Park Improvements Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 10,491 per dwelling unit
Multi-Family Residential	$ 7,272 per dwelling unit
Commercial/ Retail	$ Fee Not Applied
Office/Business Park	$ Fee Not Applied
Light Industrial/Warehousing	$ Fee Not Applied
Places of Worship	$ Fee Not Applied

470 – Community Center DIF

The purpose of the Community Center DIF is to provide funds for a Community Center to serve both existing and future development. The residential population at the time of full City buildout is estimated to be 57,231 and the projected cost of a facility to service them is estimated to be $10,510,500. The revenues from the Community Center DIF are estimated to cover 35.11% of the costs of buildout.

The fee amount for the Community Center Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 642 per dwelling unit
Multi-Family Residential	$ 446 per dwelling unit
Commercial/ Retail	$ Fee Not Applied
Office/Business Park	$ Fee Not Applied
Light Industrial/Warehousing	$ Fee Not Applied
Places of Worship	$ Fee Not Applied

480 – Multi-Purpose Trails DIF

The purpose of the Multi-Purpose Trails DIF is to cover the future expansion of Wildomar's multi-use trail network. Wildomar currently contains an extensive network of multi-purpose trails ranging from four-foot-wide dirt trails to ten-foot-wide trails of decomposed granite. This fee is meant to cover the expansion of the trail network to include future development as it is built out. This calculation is based on a final service population for the City of 72,305 which includes both residents and non-residents users. There is an estimated $38,904,239 in new trail development of which 46.1% is new development's share.

The fee amount for the Multi-Purpose Trails Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ 1,717 per dwelling unit
Multi-Family Residential	$ 1,190 per dwelling unit
Commercial/ Retail	$ 1,154 per 1,000 square feet of building space
Office/Business Park	$ 1,022 per 1,000 square feet of building space
Light Industrial/Warehousing	$ 408 per 1,000 square feet of building space
Places of Worship	$ 408 per 1,000 square feet of building space

490 – Library DIF

The purpose of the Library DIF is to cover the cost of additional books and materials needed for new development. This Riverside County fee was utilized temporarily after the City's incorporation until the City adopted new fees in April 2014 after a study. Collection of the Library DIF ceased on January 31, 2014, and the remaining fund balance is used for books and materials as requested by the County library in Wildomar located on Mission Trail.

The fee amount for the Library Development Impact Fee is as follows:

Land Use	Maximum Fee
Single Family Residential	$ Fee No Longer Applied
Multi-Family Residential	$ Fee No Longer Applied
Commercial/ Retail	$ Fee No Longer Applied
Office/Business Park	$ Fee No Longer Applied
Light Industrial/Warehousing	$ Fee No Longer Applied

Section 2.
City of Wildomar Development Impact Fee Report
Annual Summary Report
7/1/2024-6/30/2025

	Fiscal Year	410 Administrative	420 City Hall	421 Police Facilities	422 Animal Shelter	423 Corporate Yard	430 Fire Facilities	440 Transportation - Roads	450 Transportation - Signals	451 Drainage	460 Regional Parks/Park Land Acquistion	461 Park Improvements	470 Community Center / Parks	480 Trails	490 Library	Total
Beginning Balance 7/1/2024:		$ (74,269)	$ 678,026	$ 700,723	$ (821,332)	$ 49,419	$ 1,076,291	$ 4,380,358	$ 479,814	$ 1,803,889	$ (566,178)	$ 3,066,073	$ 639,768	$ 954,838	$ 12,840	$ 12,380,259
Revenues:																
Fees Received	2024-2025	5,951	4,913	3,022	19,740	1,074	5,657	186,712	21,936	45,067	51,396	10,491	642	16,665	-	$ 373,266
Interest Income	2024-2025	16	37,286	37,100	-	1,223	21,916	228,873	10,405	39,354	-	195,031	13,782	20,912	241	$ 606,139
Miscellaneous Income	2024-2025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
Total Revenues for 2024-2025:		**5,966**	**42,199**	**40,123**	**19,740**	**2,297**	**27,573**	**415,586**	**32,341**	**84,421**	**51,396**	**205,522**	**14,424**	**37,577**	**241**	**$ 979,405**
Expenditures:																
General Operating	2024-2025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
Debt Service Allocation	2024-2025	-	-	-	52,210	-	-	-	-	-	-	-	-	-	-	$ 52,210
Library Books	2024-2025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
Capital Projects	2024-2025	-	-	-	-	1,911	-	256,793	23,633	1,721	-	403,331	-	-	-	$ 687,389
Total Expenditures for 2024-2025:		**-**	**-**	**-**	**52,210**	**1,911**	**-**	**256,793**	**23,633**	**1,721**	**-**	**403,331**	**-**	**-**	**-**	**$ 739,599**
Ending Balance 6/30/2025:		$ (68,303)	$ 720,225	$ 740,846	$ (853,802)	$ 49,805	$ 1,103,864	$ 4,539,150	$ 488,522	$ 1,886,589	$ (514,783)	$ 2,868,264	$ 654,192	$ 992,416	$ 13,081	$ 12,620,065

Capital Projects Breakdown:	**% Funded with DIF**	**Status**														
Bundy Canyon Widening Ph I CIP026	75%	Complete	-	-	-	-	-	-	36,524	23,547	1,721	-	-	-	-	-	61,793
Clinton Keith Widening Ph I CIP025	6%	Ongoing	-	-	-	-	-	-	105,878	-	-	-	-	-	-	-	105,878
Bundy Canyon Orchard Signal CIP075-0	7%	Ongoing	-	-	-	-	-	-	-	43	-	-	-	-	-	-	43
Bundy Canyon Almond Signal CIP076-0	7%	Ongoing	-	-	-	-	-	-	-	43	-	-	-	-	-	-	43
Interim Field Operations Center 098-0	10%	Ongoing	-	-	-	-	1,911	-	-	-	-	-	-	-	-	-	1,911
Palomar Widening CIP028-2	2%	Ongoing	-	-	-	-	-	-	114,391	-	-	-	-	-	-	-	114,391
Marna O'Brien Rubberized Place Surface CIP102-0	100%	Complete	-	-	-	-	-	-	-	-	-	-	10,121	-	-	-	10,121
20 Acre Park Acq. & Improvements CIP099	42%	Ongoing	-	-	-	-	-	-	-	-	-	-	203,576	-	-	-	203,576
27 Acre Park	10%	Ongoing	-	-	-	-	-	-	-	-	-	-	189,634	-	-	-	189,634
			-	**-**	**-**	**-**	**1,911**	**-**	**256,793**	**23,633**	**1,721**	**-**	**403,331**	**-**	**-**	**-**	**687,389**

Report of Findings
of Development Impact Fee Activity
Section 3.

Notes: (1) The 2021 Development Impact Fee study anticipates the buildout of the City in approximately 20 years, or around 2045. (2) Refunds to developers will occur in subsequent fiscal years as part of fee reimbursements for Community Facilities Districts. Once refunded, the City gains access to an equal amount of bond proceeds. Reimbursements for CFD2022-3 Verano and Lennar Horizons CFD 2022-2 occurred over this fiscal year, and the total fees collected reflects the net amount. Fees anticipated to be refunded are held in a liability holding account and not counted as revenue. Once the City issues bonds within these Districts, the DIF fees will be refunded to the Developer, and the bond proceeds will be available to fund appropriate capital projects. (3) Verano and Horizons fees were refunded in FY2024/25 as part of bond issuances.

410 – DIF Admin

- The Purpose of the Admin DIF is to cover the costs of administrating and updating the DIF program.
- The reasonable relationship between the Admin DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- As this is an Admin fee, the amounts are generally low. The major projects funded out of the Admin DIF are new fee studies and updates. The most recent study was adopted on December 15th, 2021, and went into effect on July 1st, 2022.
- An update to add a Places of Worship DIF category was adopted May 8th, 2024, and went into effect July 8th, 2024.

420 – City Hall

- The purpose of the City Hall DIF is to provide funding for a purpose-built City Hall to serve both existing and future development.
- The reasonable relationship between the City Hall DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The current building City Hall operates out of was purchased in November 2023. City

Hall DIF funds were not used as this building was not purpose-built. The City will eventually require the construction of a new building utilizing these funds and a decision will be made once adequate funding is available. As the current balance is insufficient for completion, the project has not been scheduled.

421 – Police Facilities

- The purpose of the Police Facilities DIF is to provide funding for additional police facilities to serve both existing and future development.
- The reasonable relationship between the Police DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- As the City of Wildomar contracts with the County Sheriff for law enforcement services, the City uses the county facilities for police activities. Therefore, no monies from the Police DIF have been spent yet. Once sufficient funding is available, the City will add police facilities and a substation consistent with the City's growth needs.

422 – Animal Shelter

- The purpose of the Animal Shelter DIF is to provide funding for the City's portion of the animal shelter costs to serve both existing and future development.
- The reasonable relationship between the Animal Shelter DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by Colgan Consulting dated January 22, 2014.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee study, dated January 22, 2014.
- As the Animal Shelter Debt Service agreement remains unmodified, this fee was not updated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The Animal Shelter DIF fund has been used to fund the City's portion of the animal shelter which was financed before the city was incorporated. It will continue to be used for this purpose. The debt will be paid off by 2038.

423 – Corporate Yard

- The purpose of the Corporate Yard DIF is to provide funding for a Corporate Yard to serve both existing and future development.
- The reasonable relationship between the Corporate Yard DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of

Wildomar Development Fee Study, dated December 2nd, 2021.

- The Corporate Yard DIF fund is intended to be used to purchase and maintain a corporate yard for City use. In prior years it has been used to acquire land on Lemon Street with the intention of using it as part of a corporate yard as needed.
- In FY2024/25, a small amount of funds were used for research into an interim field operations center once that may eventually be converted into a permanent corporate yard once sufficient funding is available. No site has been obtained yet.

430 – Fire Facilities

- The purpose of the Fire Facilities DIF is to provide funding for fire facilities to serve both existing and future development.
- The reasonable relationship between the Fire Facilities DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The Fire Facilities DIF fund is intended to be used to purchase fire facilities to service the City. The current intent is to use funds to acquire another fire station that is more centrally located within the City limits. No location has been chosen yet. The City also plans to purchase another fire engine for the facility. Completion dates will be set when adequate funds have been collected.

440 – Transportation – Roads

- The purpose of the Transportation-Roads DIF is to provide funding for additional roads and street improvements to accommodate new development.
- The reasonable relationship between the Transportation-Roads DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The Transportation-Roads DIF fund is intended to be used for various road projects:
- Funding has been used for the Bundy Canyon Road Widening project in FY2024-25.
- This fee also supported the ongoing Clinton Keith Widening Phase I improvements in fiscal year 2024-25.
- Funds were also used for work on the Palomar Widening Phase II project.

450 – Transportation – Signals

- The purpose of the Transportation-Signals DIF is to provide funding for new traffic signals and modifications to existing signals to accommodate new development.
- The reasonable relationship between the Transportation- Signals DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The Transportation-Signals DIF fund is intended to be used for various traffic signals. It has funded various signals located along Bundy Canyon Road.
- Funding has been committed for adding traffic signals at various points on Bundy Canyon Road.

451 – Drainage

- The purpose of the Drainage DIF is to provide funding for drainage improvements to serve both existing and future development.
- The reasonable relationship between the Drainage DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The Drainage DIF fund was used for the Lateral Storm Drain project and improvements as part of the Bundy Canyon Widening project.
- Funds have been committed for future drainage infrastructure improvements as part of the Bundy Canyon Widening project.
- Additional drainage improvement projects funded by DIF Drainage are specified in Appendix C of the 5 Year CIP plan and will be scheduled as sufficient funds become available.

460 – Park Land Acquisition

- The purpose of the Park Land Acquisition DIF is to provide funding for the acquisition of land to expand park facilities in accordance with new development.
- The reasonable relationship between the Park Land Acquisition DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The Park Land Acquisition DIF fund was used to develop a Parks Master Plan over the years 2013-2016. Monies were also used to buy land for the 11-acre park.
- A new 20-acre park was purchased in June 2023 and was partially funded with DIF revenue. The park is anticipated to be opened to the public at the end of FY2025-26.

461 – Park Improvements

- The purpose of the Park Improvements DIF is to provide funding for improving park facilities to serve future development.
- The reasonable relationship between the Park Improvements DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The Park Improvements DIF fund is intended to be used for improving park facilities.
- It has been used for the removal of the Freedom Swing in Marna O'Brien.
- Funds were used towards the ongoing design improvements of the 20-acre and 27-acre parks in FY2024/25.
- Funds were also used for the replacement of bark in the Marna O'Brien playground with a rubberized play surface (CIP102). The project was completed in October 2025.

470 – Community Center

- The purpose of the Community Center DIF is to provide funding for a community center.
- The reasonable relationship between the Community Center DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The Community Center DIF fund is intended to be used for a community center to serve the city and surrounding population. No date for the center has been scheduled. Funds have been used in prior years to expand the existing City Hall facilities into additional suites to provide community services in accordance with new development. As the City moves closer to buildout and adequate funding becomes available, decisions will be made regarding a dedicated community center.

480 – Multi-Purpose Trails

- The purpose of the Multi-Purpose Trails DIF is to provide funding for fire prevention facilities to serve both existing and future development.
- The reasonable relationship between Multi-Purpose Trails DIF and the purpose for which it is charged is demonstrated in the City of Wildomar Development Impact Fee Study by NBS Consulting dated December 2nd, 2021.
- The anticipated funding sources and their amounts are detailed in the City of Wildomar Development Fee Study, dated December 2nd, 2021.
- The Multi-Purpose Trails DIF fund has been used to improve and expand the trail network to accommodate increased usage. The Grand Avenue multi-purpose trail was completed in fiscal year 2018-19.

490 – Library

- The purpose of the Library DIF is to provide funding for library books and other materials. When the City was incorporated on July 1, 2008, the City adopted the County of Riverside DIF which included a specific DIF for Library Books.
- On April 1, 2014, the City adopted a new DIF program that did not include a category for the collection of library books and materials for the Mission Trail Library, which is run by the County in Wildomar. With the adoption of the new DIF program, the Library DIF was no longer collected.
- On July 24, 2014, the County of Riverside and the City of Wildomar entered a Memorandum of Understanding (MOU) to use the balance of the Library DIF funds to purchase new library materials for the Mission Trail Library in Wildomar until the funds are exhausted.
- The County invoices the City quarterly for new library materials purchased under this MOU.

City of Wildomar
Capacity Fees
Section 4.

The City does not provide sewage or water services and therefore any capacity fees associated with utility connections are neither collected nor under the control of the City. As such, there are none to report.

CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.7
Meeting Date: January 14, 2026

SUBJECT: Service Agreement with Adventures In Cleaning, Inc., DBA The Cleaning Squad for Janitorial Services to City Facilities.

SUBMITTED BY: Daniel Torres, Community Services Director

ACTION:
Authorize the City Manager to execute the services agreement between the City of Wildomar and Adventures In Cleaning, Inc., DBA The Cleaning Squad, and waive any informality or irregularity in the bid.

SUMMARY:
Award a three-year term services agreement for Janitorial Services to City-owned facilities, such as City Hall, Parks, and the Wildomar Cemetery. This agreement includes providing services to future parks once they are accepted and opened for use.

BACKGROUND:
The City of Wildomar contracts for and oversees janitorial maintenance services for City-owned facilities. Initially, these services were provided to the three active parks and city-occupied suites before the purchase of the City Hall building. After purchasing the current City Hall building, city staff oversaw three maintenance contractors who provided services to the growing city-owned facilities. In late 2024, the City of Wildomar solicited a Request for Proposal to consolidate janitorial services. These locations consist of 4 active parks, 2 future parks, the City Hall site, and the Cemetery buildings. The term of that agreement was one year, commencing on January 1, 2025.

DISCUSSION:
In accordance with the city's procurement process for contract services, a solicitation through a request for proposals was published on October 30, 2025, and attached to this staff report as Attachment A. An addendum to this RFP was published on November 13, 2025, and is listed as Attachment B to this staff report. The addendum is in response to any questions about the RFP and/or the mandatory site review held on November 7, 2025. The term of the agreement is for three (3) years with two (2) additional 1-year extensions to commence February 1, 2026. The City Clerk recorded receiving eight (8) bids in response to the request for Janitorial Services for City Facilities, as summarized in the table below:

BIDDERS
Allied Universal Janitorial Services
Commercial Building Management, CBM, Incorporated

Coastal Building Services
Crystal Clean Maintenance
NPPW Services
Santa Fe Janitorial Maintenance Services Inc.
The Cleaning Squad
The Phoenix Production, LLC

Staff has reviewed the submitted bids and has determined that The Cleaning Squad is the lowest responsive bidder. Their bid is listed as Attachment C. This determination was based on the details provided in the submitted bid, an active DIR listing with the state of California, a local company based in the City of Temecula, including notarized documents, a developed draft services agreement, and being the lowest bidder. The Cleaning Squad submitted a proposal for annual services for $130,748.00. The highest bid for this request was $335,265.00, with an average bid of $194,269.00 across all bids. Staff considered the term's longevity and the sustainability of the funding strings to cover the cost of the services. Staff recommends that the City Council authorize the City Manager to execute a service agreement with Adventures in Cleaning DBA The Cleaning Squad, Attachment D.

ACCOUNT CODE:

General Fund

- 100-4610-52115
- 100-4618-52115
- 100-4850-52115

Cemetery

- 300-4725-52115

CFD

- 606-4500-52115

Measure Z

- 690-4611-52115
- 690-4612-52115
- 690-4613-52115
- 690-4614-52115

FISCAL IMPACT:

The requested services will be funded through the General Fund accounts for Facilities and 20 Acre Park, the Non-departmental accounts for Measure Z, the Park at Boulder Creek developed by Beazer, and the Cemetery. Budget funds for these services were allocated during the last biennial budget. Under this new agreement, there will be an overall decrease of $6,000.00 annually from the current agreement.

For the three-year term, each funding source will cover the following annual expenses under contractual services:

- Fund (100) City Hall Facilities, Special Events, and 20 Acre Park- $79,427.00, a 14% increase from current rates of $69,484.00. A partial reason behind the increase is the addition of the future 20-acre park. Expenses to this location will be received once the park becomes active and available to the community.

- Fund (690) Marna O'Brien, Heritage, Windsong and Malaga Parks - $29,408.00, a 49% decrease from the current rate of $57,436.00. Fund
- (300) Cemetery District - $13,379.00, a 47% increase from the current rate of $9,101.00.
- Fund (606) Park at Boulder Creek - $4,919.00. Services will commence once the development project has been accepted by the City.

ATTACHMENTS:
Attachment A - RFP_Janitorial Services for City Facilities
Attachment B - Addendum No 1 for Janitorial Services for City Facilities
Attachment C - The Cleaning Squad _ Proposal
Attachment D - Service Agreement_Adventures in Cleaning

REQUEST FOR PROPOSALS

JANITORIAL SERVICES FOR CITY FACILITIES

City of Wildomar
Community Services Department
23873 Clinton Keith Rd., Suite. 110
Wildomar, CA 92595
dtorres@cityofwildomar.org
(951) 677-7751

Bids Due: 3:00 PM on Thursday, November 20, 2025
At the City Clerk's Office, Wildomar City Hall
23873 Clinton Keith Road, Suite 110, Wildomar, CA 92595

Mandatory Site Tour: 10:00 AM on Friday, November 07, 2025
Wildomar City Hall - 23873 Clinton Keith Road, Suite 110, Wildomar, CA 92595

Questions and inquiries may be submitted in writing via e-mail until 5:00 pm on November 10, 2025, via PlanetBids.

PART I – BIDDING REQUIREMENTS
Section A - Invitation to Bid

NOTICE IS HEREBY GIVEN that sealed bids will be received at the office of the City Clerk, located at 23873 Clinton Keith Road, Suite 110, Wildomar, California, 92595 until **3:00 pm** local time on **Thursday, November 20, 2025,** for furnishing all labor, material (city option), tax, transportation, equipment, and services necessary for the:

JANITORIAL SERVICES FOR CITY FACILITIES

Questions and inquiries may be submitted in writing via PlanetBids until **5:00 pm on November 10, 2025,** at https://vendors.planetbids.com/portal/66534/portal-home. Responses will be made available to all bidders as an addendum by **Thursday, November 13, 2025**.

A-1 Description of Work

The City of Wildomar is requesting qualified Service Providers to submit proposals including a pricing schedule providing janitorial services according to the City's specifications and all other terms and conditions. The requested services consist of furnishing all labor, materials, supplies and equipment to perform Facility Janitorial Services in the City of Wildomar, in accordance with the specifications and conditions specified in the Request for Proposal issued by the City of Wildomar.

The proposed work shall consist of the following:

1. City parks maintenance to include the removal and replacement of trash receptacle liners, the removal of all debris throughout each park site, pressure washing of site assets, disinfecting and cleaning of restroom facilities.
    a. Marna O'Brien Park – 20505 Palomar Street
        i. Serviced twice daily
    b. Regency Heritage Park – 21700 Autum Oak Place
    c. Windsong Park – 35459 Prairie Road
    d. Malaga Park – 32038 Mission Trail
    e. Park at Boulder Creek – 32725 McVicar Street
    f. 20 Acre Park – APN: 380050001 & 380050002
2. Cemetery office building carpeted floors maintenance, cubicle and desk disinfecting, restroom disinfecting, and cleaning.
    a. Wildomar Cemetery District – 21400 Palomar Street
3. City Hall Facility janitorial services consist of day porter services, suites, corridors, lobby, and restrooms maintenance.
    a. Wildomar City Hall – 23873 Clinton Keith Road
4. Special Event Janitorial Services are for on-site janitorial personnel during city events held throughout the year at various locations.

The term of the agreement will be for three (3) years, with the option to renew for two (2) additional one (1) year extensions. Renewals will be requested by mutual agreement in writing and based on an evaluation.

Agreement terms are to begin on Thursday, January 01, 2026. Park services are to begin on Thursday, January 1, 2026, with City Hall and Cemetery services will begin Friday January 2, 2026.

During the term of this agreement, the City will bring two additional park locations into service. One of these, the Park at Boulder Creek, was developed and is currently maintained by a housing developer. The 20-acre site will function as an open-space park, featuring perimeter trailways with dog waste bag dispensers and trash receptacles. The final inventory of park amenities will be determined at a later date. Maintenance activities and invoicing for these parks will begin upon City authorization for the Contractor to proceed with services. Both park locations are expected to be formally accepted by the City during fiscal year 2025–2026.

A-2 Obtaining Documents

Project documents may be downloaded from PlanetBids (https://vendors.planetbids.com/portal/66534/portal-home), from the City of Wildomar Website (https://www.cityofwildomar.org/223/RFPs-RFQs)

A-3 RFP Calendar

RFP Calendar	
Thursday, October 30, 2025	RFP Release Date
Friday, November 07, 2025	Mandatory Site Visit
Monday, November 10, 2025	Question and Inquiries Due
Thursday, November 13, 2025	Adendum Release
Thursday, November 20, 2025	Bid Due Date
Tuesday, November 25, 2025	Staff Report Due Date (*City Staff*)
Wednesday, December 10, 2025	Presentation to City Council (*City Staff*)
Monday, December 09, 2024	Premaintenance Conference
Thursday, Janurary 01, 2026	Park Maintenance Start Date
Friday, January 02, 2026	City Hall and Cemetery Services Start Date

A-4 Site Invitation

Prospective bidders are encouraged to visit and become fully acquainted with the listed facilities and current conditions so they may understand all factors involved in the execution of these services. Friday**, November 07, 2025, at 10:00 am** has been established as the start time for a mandatory site visit to access closed areas of the city hall facility. The address for the Wildomar City Hall is 23873 Clinton Keith Road, Suite 110, Wildomar, CA 92595. Bidders must contact the Senior Facilities Maintenance Worker at (951) 677-7751 ext. 8218 to indicate their attendance at this site visit. **No questions will be addressed at this visit.**

A-5 Submission of Proposals

All proposals must be submitted no later than the time prescribed. The bidder is wholly responsible for seeing that the bid is submitted at the time and place designated for the opening of bids. Any bid received after the time and date specified shall not be considered and shall be returned unopened. Any bid may be withdrawn prior to the scheduled time for opening bids.

Each bid must conform to and be responsive to this notice and shall be made on the official bidding documents forms furnished with the contract documents.

Hand delivered bids on the day of the bid opening shall be made to the City Clerk at the address set forth above. Mailed bids must be received by the City prior to the hour and date of the bid opening and shall be addressed to the City Clerk at the address set forth above.

A-6 Award

The award shall be made to the lowest responsible bidder submitting the lowest responsive bid. The award of Contract will be made by the City Council. The Contractor shall execute the Contract within ten (10) days after he/she has received the Contract from the City.

The City reserves the right to waive any irregularity(ies) in the submitted proposals. No bid may be withdrawn for a period of sixty (60) days after the opening of bids.

A-7 Rejection of Bids

The City reserves the right to reject any and all bids. Any bid not conforming to the intent and purpose of the bidding documents may be rejected. Any bidder who does not possess the required licensing classification or the necessary qualifications and prior experience may be determined nonresponsive. The City reserves the right to make all awards in the City's best interest.

A-8 Disqualification of Bidder

If there is a reason to believe that collusion exists among any bidders, none of the bids of the participants in such collusion will be considered, and the City may likewise elect to reject all bids received.

A-9 Relief of Bidder

Attention is directed to the provisions of Public Contracts Code section 5101 and following, concerning relief of bidders and in particular to the requirements therein that if the bidder claims a mistake was made in his bid, the bidder shall give the City written notice, within five (5) calendar days after the opening of bids of the alleged mistake, specifying in the notice, in detail (1) the nature of the claimed mistake, (2) how the mistake occurred, (3) a description of how the claimed mistake impacts the bidder, and (4) an explanation of any and all reasons why the bidder should be granted relief.

A-10 Prevailing Wages

Bidders are hereby notified that the California Department of Industrial Relations has determined the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of worker needed to execute the contract which will be awarded to the successful bidder. It shall be mandatory for the Contractor and any subcontractor under him to pay not less than the specified rates to laborers and workmen employed by them in the execution of the Contract.

Section B – Instruction to Bidders

B-1 Introduction

Each bid shall be in accordance with the Bidding Documents. The Invitation to Bid will specify the method to obtain the Bidding Documents.

B-2 Submission of Bids

All Bids must be submitted no later than the time prescribed, at the place and in the manner set forth in the Invitation to Bid. Bids must be made on the prescribed Bid forms. A complete Bid requires submission of fully completed bidding and contract documents. Each Bid must be submitted in a sealed envelope addressed to the City Clerk and designated as a Bid bearing the name of the bidder and name of the project. The bidder is wholly responsible to see that its Bid is submitted at the time and place named for the opening of bids.

Bids shall include all addenda or clarifications issued during the bidding period acknowledged by the bidder's signature thereon. Failure to so include or acknowledge an addendum or clarification will result in the Bid being rejected as not responsive.

Bids shall be opened at the time and place as specified in the Invitation to Bid, unless changed by addendum.

B-3 Preparation of Bid

Blank spaces in the Bid shall be properly completed. The phraseology of the Bid must not be changed, and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations or provisions attached to a Bid will render it unresponsive and will cause its rejection. If erasures, interlineations, or other changes appear on the form, each erasure, interlineation or change must be initialed by the person signing the Bid. Alternative bids will not be considered unless specifically provided for in the Bidding Schedule. No Bid received after the time fixed, or received at any place other than the place stated in the Invitation to Bid will be considered

B-4 Licensing Requirements for Contractors

All bidders, including general contractors and specialty contractors, shall hold such licenses as may be required by the laws of the State of California for the performance of the work.

B-5 Interpretation of Contract Documents

Any explanation desired by the bidders regarding the meaning or interpretation of any of the Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations will be made in the form of addenda to the documents and will be furnished to all bidders who shall submit all addenda with their Bids.

B-6 List of Subcontractors

Subcontracting is not allowed without the prior written consent of the City. If subcontracting is allowed, all requirements and provisions of the contract, including a list of employees, must be met. Any substitutions for subcontractors or their professional staff can only be made with the prior written consent of the City.

B-7 Modification of Bids

A bidder may modify their Bid by written communication provided such communication is received by the City prior to the closing time for receipt of Bids. The written communication should not reveal the Bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened

B-8 Withdrawal of Bids

Bids may be withdrawn without prejudice by written, telegraphic or electronic request received from bidder prior to the time for opening of Bids. Bids withdrawn will be returned to bidders unopened when reached in the process of opening Bids. No bid may be withdrawn after the hour affixed for opening Bids. Negligence on the part of the bidder preparing his bid shall not constitute a right to withdraw the Bid subsequent to the opening of Bids.

B-9 Discrepancies

In the case of discrepancy between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

B-10 Disqualification of Bidder

More than one Bid from an individual, firm, partnership, or corporation under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, or corporation is interested in more than one Bid for the work contemplated may cause the rejection of all Bids in which the individual, firm, partnership or corporation is interested. If there is reason for believing that collusion exists among the bidders, any or all Bids may be rejected. Bids in which the price is obviously unbalanced may be rejected.

All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the Public Contract Code and may render void any Contract let under such circumstances.

B-11 Award of Contract (Agreement)

The City reserves the right to accept or reject any and all Bids for a period of sixty (60) days after the date of opening, and to waive any informality or irregularity in any Bid. No Bid can be withdrawn during that period.

The City reserves the right to reject any or all Bids, including, without limitation, the right to reject any non-conforming, non-responsive, unbalanced, or conditional bids.

Before a Bid is considered for award, the City may, in addition to the Experience Qualifications form, below, require a bidder to submit a statement of facts and detail as to his business, technical organization and financial resources and equipment available and to be used in performing the work. Additionally, the City may require evidence that the bidder has performed other work of comparable magnitude and type. The City expressly reserves the right to reject any Bid if it determines that the business and technical organization, equipment, financial and other resources or other experience of the bidder (including the bidder's Subcontractors) is not sufficiently qualified for the work bid upon and, therefore, justifies such rejection.

The award of the Contract, if it is awarded, will be to the responsible bidder submitting the lowest responsive bid.

The issuance by the City of a notice to the successful bidder of the award of the Contract ("Notice of Award") shall be deemed the Award of Contract.

B-12 Execution of Contract

The successful bidder will be notified in writing by the City of the award of the Contract. Accompanying the City's Notice of Award will be the Contract which the successful bidder will be required to execute and return, together with the required certificates and policies of insurance together with the required endorsements thereto (or equivalent) for the Contractor and the workers' compensation certificate, to the City within ten (10) days following receipt of such Notice of Award. The City will promptly determine whether such Contract, and insurance are as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract. Signature by both parties constitutes execution of the Contract. In the event of failure of the lowest responsible bidder to sign and return the Contract with acceptable insurance as prescribed herein, the City may award the Contract to the next lowest responsible bidder, and, in the event that bidder fails to sign and return the Contract with acceptable insurance, the City may award the Contract to the then next lowest responsible bidder, etc. The successful bidder shall also submit within ten (10) working days from the Notice of Award all material specifications and other project submittals to the City.

B-13 Premaintenance Conference

A premaintenance conference will be convened after the Contractor has delivered the necessary insurance certificates and signed agreement in proper form as required in the invitation to bid, bid proposal and general conditions of these specifications. Prior to any work, the Contractor shall provide the City with a list of key personnel assigned to the project and the telephone numbers where they may be reached at any time. The list shall be made available in sufficient copies and presented at the premaintenance conference.

PART II – BIDDING DOCUMENTS
Section A – Bidder Checklist

All items on the Bidder's Checklist must be initialed and dated for the Proposal to be considered complete. The City of Wildomar reserves the right to award a Contract in a manner and on the basis which will best serve the City, taking into consideration the information in the statement of bidder's Experience/Qualifications and past work history with the City.

The bidders' attention is especially drawn to the following Bid Proposal Forms which must be executed in full as required.

A-1 Bid Schedule

Bid Schedule
The unit prices bid must be shown in the space provided. The total bid price must be entered into the space provided.

Initial: _____ Date: _____

A-2 Requirements for Supplies

Bidder must comply with SB 1383 for the procurement of recycled paper products and supplies.

Initial: _____ Date: _____

A-3 Non-Collusion Affidavit

A Non-Collusion Affidavit must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: _____

A-4 Experience/ Qualifications

A statement of the Bidder's Experience/Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: _____

A-5 Designation of Subcontractors

A Designation of Subcontractors must be filled out and submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: _____

A-6 Insurance Requirements

The Insurance Section and Exhibit C of the Agreement for Services for this request have been read and understood.

Initial: _____ Date: _____

A-7 Site Inspections

The bidder certifies that they have toured the project site independently and with the tour and are familiar with the work involved.

Initial: _____ Date: _____

A-8 Completion

The City makes no representations or guarantees as to the means or method of completing the work chosen by the bidder. It is the bidder's responsibility to plan and schedule the work to complete it within the specified time.

Initial: _____ Date: _____

A-9 Addenda

The bidder acknowledges that they must sign and attach any applicable addenda to the bid proposal.

Initial: _____ Date: _____

Section B – Requirements for Supplies

The bidder is to include a bid fee schedule for supplies. The bidder is required to provide supplies that meet the SB 1383 criteria.

SB 1383 requires jurisdictions (cities, counties, cities and counties, or special districts that provide solid waste collection services) to purchase recycled-content paper products that are recyclable.

1. Contractor must provide Product Vendor Certification
    a. Written documentation from the product vendor certifying:
        i. The products are eligible to be labeled with an unqualified recyclable label, meaning that at least 60 percent of consumers or communities where the items are sold have access to recycling facilities for the products
        ii. The minimum percentage, if not the exact percentage, of postconsumer material in the products
2. Recycled-Content Requirements
    a. Paper products shall consist of at least 30 percent, by fiber weight, of postconsumer recycled content fiber, except as specified below:
        i. Toilet paper shall consist of at least 45 percent, by fiber weight, postconsumer recycled content fiber
        ii. Paper towels shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
        iii. Facial tissue shall consist of at least 10 percent, by fiber weight, postconsumer recycled content fiber
        iv. Toilet seat covers shall consist of at least 20 percent, by fiber weight, postconsumer recycled content fiber
        v. General purpose paper wipers shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
        vi. Food service ware, including but not limited to, napkins, plates, bowls, food trays, takeout boxes, placemats, etc. shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.
3. These minimum postconsumer recycled content fiber requirements are required when:
    a. Available at no greater cost than nonrecycled products, and
    b. Fitness and quality are equal to nonrecycled products.

Bidders Signature: _____

(Same Signature as on Proposal)

Section C – Bid Schedule

The following schedules are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Community Services Director and/or the Facility Contract Specialist.

Facility/ Request	Monthly cost	Yearly Cost
CITY HALL		
Day Portor Services		
Corridors and Common Areas		
Exterior Building Maintenance		
Restrooms		
Material Cost		
Day Portor Services Subtotal		
Non-Business Hour Services		
Suite Maintenance		
Windows		
Carpet Shampoo		
Material Cost		
Non-Business-Hour Services Subtotal		
Exterior Pressure Washing		
Sidewalk, Benches, Trash Containers		
Material Cost		
Exterior Pressure Washing Subtotal		
TOTAL		

Facility/ Request	Monthly cost	Yearly Cost
WILDOMAR CEMETERY		
Office Building		
Maintenance Garage Restroom		
Material Cost		
TOTAL		

Facility/ Request	Monthly cost	Yearly Cost
CITY PARKS		
Marna O'Brien Park		
Primary Janitorial Services		
Secondary Services		
Pressure Washing		
Regency Heritage Park		
Primary Janitorial Services		
Pressure Washing		
Windsong Park		
Primary Janitorial Services		
Pressure Washing		
Malaga Park		
Primary Janitorial Services		
Pressure Washing		
Park at Boulder Creek		
Primary Janitorial Services		
Pressure Washing		
20-Acre Open Space Trail Park		
Primary Janitorial Services		
Material Cost for Parks		
TOTAL		

MATERIAL MARK UP RATE (%)	

TOTAL BID PRICE IN WORDS:

_____

_____

NOTE: The award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid. The lowest responsive bid shall be determined by the TOTAL BID PRICE, as calculated from Unit Prices.

Contractor's Name (Printed): _____

Bidders Signature: _____
(Same Signature as on Proposal)

Bidders Name (Printed): _____

Bidders Title: _____

Date: _____

Section D – Non-Collusion Affidavit

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

I, the undersigned, an authorized representative of _____, being first duly sworn, deposes and says that the forgoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor's Name (Printed): _____

Bidders Signature: _____
(Same Signature as on Bid Proposal Form)

Bidder Name (Printed): _____

Bidders Title: _____

Date: _____

Subscribed and sworn to before me

this ____ day of _____, 2025.

_____
Signature of Notary Public

Section F – Experience/ Qualifications

The bidder has been engaged in the contracting business under the present business name for _____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

List all California construction or other professional license numbers, classifications and expiration dates held by your firm:

License Number	Classification	Expiration Date

List your firm's DIR Public Works Contractor (PWCR) Registration Number(s), PWCR Number Entity Name, and Expiration Date

PWCR Number	Entity Name	Expiration Date

If any of your firm's license(s) are held in the name of a corporation, limited liability company, or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

License Number	Qualifying Individual	Expiration Date

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows:

_____

_____

_____

Section G – Designation of Subcontractors

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

SUBCONTRACTOR				PORTION OF WORK	% of total Bid Amount	Portion of Total Bid Amount ($)
Name		CSLB#				
Location		DIR#				
Name		CSLB#				
Location		DIR#				
Name		CSLB#				
Location		DIR#				

PART III – SPECIFICATIONS FOR JANITORIAL SERVICES
SECTION A – GENERAL PROVISIONS

Specifications are intended to establish an acceptable level of service. Cleaning frequencies are established as general guidelines; they are not to be construed as absolute. All items not specifically included but found to be necessary to properly clean the building shall be included as though written into these Specifications.

Contractor is advised that City facilities are frequently used for citywide meetings and special events, and that such use may require additional services. Therefore, the Contractor shall ensure sufficient flexibility in staff scheduling to ensure the servicing of all restrooms, offices, etc.

Contractor shall be responsible for complying with all applicable safety and health regulations, including, but not limited to, California Code of Regulations (CCR) Title 8, Section 32202 General Industry Safety Orders.

Contractor will be required to provide SDS sheets for every chemical utilized by their employees at the City Facilities.

Uniform is defined as a clean, long or short-sleeved (no sleeveless or tank top) shirt with a collar, worn with pants (no mid-calf or short pants), with the company name on the shirt. All uniforms must be the same color. The contractor is responsible for all uniforms and attire worn by custodial staff.

Contractor-issued photo identification cards are to be worn on the uniform while each employee is working in any City facility.

Contractor will be required to implement a time-tracking system for all janitorial employees, with facility-specific time stamping. It is the contractor’s responsibility to select, purchase, and maintain the time-tracking system.

The Contractor is allowed to drive company vehicles in the Parks. All vehicles must be driven only on designated paths of travel. Vehicles are not allowed to be driven on turf or landscaping.

At least one crew member shall be fluent in English. (speak, read, and understand English).

The Contractor shall be responsible for instructing employees in utility conservation practices and shall operate in such a manner that precludes the waste of utilities. All lights and water must be turned off upon completion of daily services.

The disposal of all water and chemicals is to be properly drained into city-designated drains. Mop buckets and chemicals are not to be emptied on the sidewalk or planters.

This contract is overseen by the city's Senior Facilities Maintenance Worker. All correspondence regarding these requested services shall be directed to this member of city staff.

No key issued to the Contractor by the City shall be duplicated. The Contractor shall develop procedures covering key controls that will be included in their Quality Control plan.

Monthly invoices shall be itemized by site location with subcategories for services performed. Any invoices not submitted in this manner will be rejected for processing.

During the initial year of this Agreement, the City shall place two additional park locations into service. One such location, the Park at Boulder Creek, has been developed and is currently maintained by a housing developer. This 20-acre site shall serve as an open-space park with perimeter trailways, dog waste bag dispensers, and trash receptacles. The City shall determine the final list of amenities for each park at a later date. Maintenance services and related invoicing shall commence upon written authorization from the City for the Contractor to proceed. Both park locations are anticipated to be formally accepted by the City during fiscal year 2025–2026.

SECTION B – SCOPE OF SERVICES

B-1 ENTRANCES, LOBBIES, AND CORRIDORS

1. Daily
    - **a.** Sweep bare floors and vacuum carpeted floor areas: Disinfect and polish metal doorknobs, push bars, kick plates, railings, and other metal surfaces. Clean spots and marks off walls, dust all surfaces within approximately 70 inches from the floor.
    - **b.** Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, under furniture, or behind doors. Carpets shall be clean and free from dust balls, dirt, and other debris.
    - **c.** Metal surfaces shall be free of smears, stains, and finger marks. They shall be clean, bright, and polished to a uniform luster.
    - **d.** Smudges, marks, or spots shall have been removed without causing unsightly discoloration. There shall be no dust streaks. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.
    - **e.** Damp mop and spray buff all hard and resilient floors. Floors shall be free of streaks, mop strands, marks, and skipped areas. Walls, baseboards

and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.

f. Clean both sides of the entrance door glass and the glass surrounding the entrance doors within reach. All glass shall be clean and free of dirt, grime, dust, streaks, watermarks, and spots, and shall not be cloudy.

2. Monthly

a. All grout lines shall be clean and free of stains and discoloration.

b. Wash the interior windows in these areas.

3. Quarterly

a. Thresholds shall be clean and free of oil, grease, dirt, and grime.

b. Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.

c. Wash the exterior windows in these areas.

B-2 CITY OCCUPIED SUITES CLEANING

Includes all office areas, file rooms, conference rooms, kitchens/lunchrooms, locker rooms, Council Chambers, lounges, and the corridor space adjacent to these areas.

1. Daily

a. Empty wastebaskets and remove trash to the designated disposal area. Clean washbasins and mirrors, as necessary; supply paper towels where dispensers are provided. Clean the areas used for solid waste collection. Wash or steam-clean all cans used for collecting food remnants, inside and out. No chemicals or cleaners shall be used without the manager's prior written consent.

b. All recyclable waste disposed of in designated recycling bins throughout the buildings shall be collected and removed to an area defined by the City.

c. Thoroughly germ-clean kitchen and lunchroom floors, including tables, chairs, and counter tops with approved disinfectants.

d. All solid waste generated in the building shall be collected and removed to the area designated for trash by the City.

e. Washbasins shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.

f. Clean interior of microwaves, sinks, ovens, stoves, refrigerators, and coffeepots.

g. Clean both sides of plate glass within the building. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime and shall not be cloudy. Cleaners shall be non-abrasive, and special care shall be taken to ensure that glass treatments (tinting) are not scratched.

h. In office areas, file rooms, conference rooms, and lounge areas, sweep floors, vacuum carpet, and extend the sweep or vacuum to remove

obvious dirt from around and under furniture. Remove gum from under desks and workstations. Carpet surfaces shall be free of obvious dirt, dust, and other debris.

i. The term carpet or carpeting is intended to include wall-to-wall carpeting as well as room-size rugs and area rugs.

j. Floor surfaces shall be free of obvious dirt or debris. Sweep with a chemically treated mop.

k. Available horizontal surfaces shall be free of obvious dust. Dust all blinds.

l. Dust with a treated dust cloth all horizontal surfaces that are readily available and visibly require dusting.

m. Carpet Spotting: Excessive buildup, spillages, or crusted material shall have been removed along with spots, smears, and stains. There shall be no evidence of fizzing caused by harsh rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpeting. Spot cleaning shall be performed according to the manufacturer's recommendations.

n. Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splashes and markings from the equipment. The finished area shall have a uniform luster.

B-3 RESTROOM

NOTE: CLEANING TOOLS USED IN RESTROOMS SHALL NOT BE UTILIZED IN GENERAL OFFICE AND OTHER AREAS (i.e., rags, mops, sponges, gloves, etc.)

1. Daily

a. Sweep and wet mop or scrub floors utilizing a cleaner disinfectant.

b. The floors shall be cleaned with a germicidal detergent solution and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry, and the corners clean.

c. Clean and sanitize all fixtures, including metal and chrome surfaces - water closets, urinals, washbasins, shower stalls, mirrors, waste receptacles, shelving, dispensers, and wall surfaces, utilizing a germicidal detergent solution.

d. All fixtures and metal surfaces (washbasins, urinals, toilets, shower stalls, etc.) shall be cleaned with an approved germicidal detergent solution; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.

e. Empty waste receptacles, service/supplies, paper towels, soap, toilet paper, and seat cover dispensers. Empty, clean, and disinfect sanitary napkin receptacles; replace soiled bags with new ones. Collect soiled bags in separate containers for disposal.

f. All supplies shall be provided, and waste receptacles shall be emptied and sanitary napkin dispensers emptied, cleaned, disinfected, and new bags inserted.

g. Smudges, marks, or spots shall have been removed without causing unsightly discoloration. Wipe down high-touch areas, such as door handles, telephones, and other frequently touched surfaces.

h. There shall be no dust streaks. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.

i. Contractor is required to plunge any water closets that are clogged to the best of their abilities. The contractor must alert the City of any water closet that remains clogged after unsuccessfully attempting to unclog it.

2. Weekly

a. Floors shall be free of streaks, mop-strand marks, and skipped areas. All walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.

b. Damp wiping the full surface area of all stall partitions, doors, counter tops, shelves, and wastepaper receptacles utilizing a multipurpose germicidal cleaner without causing unsightly discoloration.

c. All dirt, dust, water stains, spots, streaks, and smudges shall be removed from the surfaces.

d. Prime and treat floor drains with an approved liquid enzyme treatment to reduce odors and gas smells.

3. Monthly

a. Damp mop and wax all hard and resilient flooring. The finished area shall have a uniform luster. Walls, baseboards, and other surfaces shall be free of residue.

b. All grout lines shall be free of all stains and discoloration.

4. Quarterly

a. Stripping: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns, or scuffmarks. There shall be no buildup in corners or crevices.

b. Finishing: Walls, baseboards, and other surfaces shall be free of finish residue and marks from the equipment. Floors shall be free of streaks, mop strand marks, and skipped areas.

B-4 DRINKING FOUNTAINS

1. Daily

a. The stainless-steel surface shall be clean and bright, and it shall be free of dust, spots, stains, and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds, and other debris.

B-5 CARPET SHAMPOOING

1. Weekly
    a. During the week, check and spot clean corridors, lobbies, individual areas, conference rooms, and all other carpeted areas on the floors as needed. Spot cleaning is to be conducted as recommended by the manufacturer.
2. Quarterly
    a. Carpets in lobbies, entrances, elevators, and corridors are to be shampooed during non-office hours.

B-6 MODULAR SYSTEM FURNITURE AND UPHOLSTERED FURNITURE

1. Monthly
    a. Thoroughly vacuum to remove embedded dirt and dust.
    b. Spot cleaning upholstered furniture with approved cleaner.
    c. Do not read or remove any materials left on desks, file cabinets, etc.
    d. Do not use computers or telephones for personal calls.
    e. Do not open drawers, doors, etc. of office furniture.

B-7 INTERIOR WINDOWS AND GLASS

1. Monthly
    a. Wash interior building windows, including glass doors, and all plates around windows and glass.
    b. Surfaces shall be clean and free of dust. Where glass is present, both sides shall be clean and free of streaks.

B-8 EXTERIOR WINDOWS

Exterior windows shall be cleaned during the following months:

- January
- April
- July
- October

B-9 HIGHER ELEVATION AREA CLEANING

1. Monthly
    a. Clean surfaces and objects in the buildings are approximately 70 inches or more from the floor. This includes, but is not limited to, the wall and ceiling areas, ventilation and air conditioning outlets, the top of partitions, pictures, plaques, file cases, bookcases, light fixtures, window seals, etc.

B-10 ELEVATOR

1. Daily
    a. Metal surfaces shall be free of smears, stains, and finger marks. They shall be clean, bright, and polished to a uniform luster.
    b. The area is to be vacuumed to remove obvious dirt.

B-11 CITY HALL EXTERIOR MAINTENANCE

1. Daily
    - **a.** Removal of all litter along the building perimeter and the northeastern parking lot.
    - **b.** Trash receptacles are to be empty, and liners are to be replaced.
2. Monthly
    - **a.** Pressure washing of sidewalks and benches.

B-12 PRESSURE WASHING OF CITY ASSETS

Services include tasks and processes to ensure the city's assets are cleaned and free of dirt and grime. Services are to be conducted with a hot water unit. Contractor shall provide equipment to transport water to each facility. The city may provide a water filling location upon advance scheduling with a city representative.

1. City Hall
    a. Site is to be addressed monthly.
    b. Pressure Washing services shall address all sidewalks, benches, and railings along the perimeter of the building site.
2. Parks
    - **a.** Services are to be provided monthly.
    - **b.** Park Amenities to be addressed are, but not limited to: Picnic Tables, Steel Benches, Water Fountains, Playgrounds surfaces, Trash Cans, and Dog Bag Dispensers.
    - **c.** Gazebo and surrounding concrete surfaces are to be addressed as needed and upon request from city staff.
    - **d.** Pressure washing nozzles are to remain 10-12 inches away from any surface to prevent any damage to park amenities
3. On-Call Services
    - **a.** On-call services shall be available and billed separately from standard city services.
    - **b.** On-call services are to include the removal of graffiti larger than 2 square feet of surface area.

B-13 PARK FACILITIES

1. Trash Disposal
    - **a.** Trash Receptacles: Remove/empty trash bags from receptacle, replace trash bags, and remove trash to a designated disposal area. *(Liners are to be replaced daily)*
        - **i.** Marna O'Brien – 11 receptacles
        - **ii.** Heritage Park – 5 receptacles
        - **iii.** Windsong Park – 3 receptacles
        - **iv.** Malaga Park – 2 receptacles
        - **v.** Park at Boulder Creek – 4 receptacles
        - **vi.** 20 Acre Park – *Amount yet to be determined*

b. Each site in its entirety should be inspected for litter. Litter and debris are to be removed from each location. All sidewalks, picnic areas, playgrounds, shrub gardens, basketball courts, parking lots, bleachers, benches, turf, and structures are to be free of all litter and debris.

c. All trash accumulated from all park locations is to be disposed of in the Marna O'Brien Park dumpster located at the southern parking lot entrance.

2. Recycling Receptacles

a. Remove/empty recycling bags from the receptacle, replace bags, and remove recyclables to a designated disposal area.

b. All accumulated recycling bags are to be disposed of in the Marna O'Brien Park dumpster location at the southern parking lot entrance.

i. Marna O'Brien Park – 3 receptacles

ii. Heritage Park – 2 receptacles

iii. Windsong Park – 1 receptacle

3. Picnic Shelters/ Gazebos

a. Wipe down tables, sweep the surrounding area, dispose of the charcoal, and clean the BBQ.

b. Spot cleaning of concrete surfaces to be free of grime and dirt.

4. Drinking Fountains

a. The stainless-steel surface shall be clean and bright, and it shall be free of dust, spots, stains, and streaks

i. Marna O'Brien Park – 3 fountain units

5. Dog Bag Dispensers

a. Dispenser surface is to be cleaned daily and free of any

b. Dispensers are to be refilled as needed.

c. Bags are to be supplied by the contractor and to be form-fitting to the dispenser.

i. Marna O'Brien Park – 3 dispensers

ii. Heritage Park – 2 dispensers

iii. Windsong Park – 2 dispensers

iv. Park at Boulder Creek – 3 dispensers

6. Bleachers and Benches

a. Area shall be cleaned daily to be free of dirt, litter, including food debris, and grime.

b. Surfaces shall be wiped down.

7. Snack Bar and Building

a. Roll-up doors shall be swiped down streak-free

b. Hard counters shall be swiped down daily and be free of all dirt and grime.

c. Sweep and wet mop or scrub interior floors utilizing a cleaner/ disinfectant weekly

d. All stainless-steel surfaces are disinfected utilizing a germicidal detergent solution.

8. Playgrounds
- **a.** Play structures are free of debris and are to be blown free of all wood fiber material
- **b.** Slides are to be free of streak marks.
- **c.** Surrounding walkways are to be free of all litter, debris, and wood fiber.
- **d.** Graffiti is to be removed with approved cleaners that will not damage the surface of play equipment.
- **e.** Vandalism is to be reported to the Senior Facilities Maintenance Worker.

9. Restrooms
- **a.** Sweep and wet mop or scrub floors utilizing a cleaner disinfectant.
- **b.** All fixtures and metal surfaces (washbasins, urinals, toilets, shower stalls, etc.) shall be cleaned with an approved germicidal detergent solution; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.
- **c.** The floors shall be cleaned with a germicidal detergent solution and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry, and the corners clean.
- **d.** Maintain all drains clean and clear of debris and grime.
- **e.** Clean and sanitize all fixtures, including metal and chrome surfaces - water closets, urinals, washbasins.
- **f.** Supply and refill hand soap solution for all dispensers.
- **g.** Empty waste receptacles, service/supplies, paper towels, soap, toilet paper, and seat cover dispensers. Empty, clean, and disinfect sanitary napkin receptacles; replace soiled bags with new ones. Collect soiled bags in separate containers for disposal.
- **h.** Contractor is required to plunge any water closets that are clogged to the best of their abilities. The contractor must notify the city of any water closet that remains clogged after unsuccessfully attempting to unclog it.
- **i.** Weekly, all surfaces, including ceilings, should be cleared of dirt and debris.
- **j.** Monthly, all grout lines shall be free of all stains and discoloration.

10. Graffiti
- **a.** All graffiti is to be reported to the city's Facility Contract Specialist.
- **b.** Contractor will attempt to remove any graffiti within 2 square feet in size.

B-14 SPECIAL EVENTS JANITORIAL SERVICES

1. Provide onsite staff services during city-sponsored events.
- **a.** Set up and breakdown of trash receptacles
- **b.** Removal and replacement of trash and liners during the event.
- **c.** Pick up litter and debris produced during the event.

d. Porter services to the restroom when applicable for the duration of the event.
    i. Restrooms are to be checked every half hour to ensure cleanliness.
e. Upon completion of the event, walk through the site, removing all remaining debris and litter.
f. Transport all debris to the city-designated dumpster upon completion of the event.

2. Special Events staffing should be invoiced separately from the invoices for monthly services.

SECTION C – REQUIREMENTS FOR SUPPLIES

SB 1383 requires jurisdictions (cities, counties, cities and counties, or special districts that provide solid waste collection services) to purchase recycled-content paper products that are recyclable.

1. Contractor must provide Product Vendor Certification
    a. Written documentation from the product vendor certifying:
        i. The products are eligible to be labeled with an unqualified recyclable label, meaning that at least 60 percent of consumers or communities where the items are sold have access to recycling facilities for the products
        ii. The minimum percentage, if not the exact percentage, of postconsumer material in the products
2. Recycled-Content Requirements
    a. Paper products shall consist of at least 30 percent, by fiber weight, of postconsumer recycled content fiber, except as specified below:
        i. Toilet paper shall consist of at least 45 percent, by fiber weight, postconsumer recycled content fiber
        ii. Paper towels shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
        iii. Facial tissue shall consist of at least 10 percent, by fiber weight, postconsumer recycled content fiber
        iv. Toilet seat covers shall consist of at least 20 percent, by fiber weight, postconsumer recycled content fiber
        v. General purpose paper wipers shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
        vi. Food service ware, including but not limited to, napkins, plates, bowls, food trays, takeout boxes, placemats, etc. shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.
3. These minimum postconsumer recycled content fiber requirements are required when:

a. Available at no greater cost than nonrecycled products, and
b. Fitness and quality are equal to nonrecycled products

SECTION D - CITY OBSERVED HOLIDAYS

The following days are recognized and observed holidays:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day
3. Presidents' Day
4. Memorial Day
5. Independence Day (July 4)
6. Labor Day
7. Veterans Day (November 11) *****
8. Thanksgiving Day
9. Day after Thanksgiving Day*
10. Each working day of the last calendar week of each calendar year, commencing December 24 and ending December 31

*These holidays are observed solely at the Wildomar Cemetery District site.

SECTION E – HOURS OF SERVICES

E-1 City Hall Common Area

1. Day Porter Services
   - **a.** Services shall be conducted from the hours of 5:00am – 10:00am
   - **b.** Service days are Monday – Friday, excluding city holidays.
   - **c.** Services are to be provided during the last of week of December.

E-2 City occupied suites

1. Non-Business Hours Services
   - **a.** Services shall be conducted between the hours of 7:00pm – 10:00pm
   - **b.** Service days are Monday – Friday, excluding city holidays.

E-3 Wildomar Cemetery Buildings

1. Non-Business Hours Services
   - **a.** Services shall be conducted from 4:00pm – 7:00pm
   - **b.** Service days are Monday – Friday, excluding city holidays

E-4 Park Services

1. Services are to be conducted between the hours of 6:00am – 10:00am
2. Services are to be conducted daily, including weekends and holidays
3. Marna O'Brien Park is to receive a secondary service between 3:00pm – 5:00pm
4. All pressure washing services are to be conducted between 6:00am and 3:00pm.

PART IV – AGREEMENT FOR SERVICES

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

_____

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND

This Agreement for Services ("Agreement") is entered into as of this __ day of ____, 2025 by and between the City of Wildomar, a municipal corporation ("City") and _____., a _____ ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by request for proposals the performance of the services defined and described particularly in Section 2 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for _____ years commencing on the date first ascribed above.

SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that

schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

ADDITIONAL SERVICES.

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

COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

INSPECTION AND FINAL ACCEPTANCE.

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

OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY

Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by service provider (collectively, "Documents") under this Agreement are City's property. Service Provider may retain copies of such Documents as desired but will deliver all original materials to City upon City's written notice. City agrees that use of Service Provider's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. Service Provider warrants that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, Service Provider understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Service Provider's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Service Provider is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by

Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All Final Work Product developed by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such Final Work Product if paid for by the City. This provision specifically excludes Service Providers' work notes and drafts, which are owned by Service Provider, not City.

SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

INDEPENDENT CONTRACTOR.

Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Nothing in this Agreement may be construed to be inconsistent with this relationship or status. Service Provider shall not at

any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Service Provider shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

STANDARD OF PERFORMANCE.

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

COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement.

Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.

PREVAILING WAGE LAWS

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

NONDISCRIMINATION.

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

UNAUTHORIZED ALIENS.

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

CONFLICTS OF INTEREST.

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

City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is

unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

City understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

INDEMNIFICATION.

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

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

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

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

INSURANCE.

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to

form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

ASSIGNMENT.

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

CONTINUITY OF PERSONNEL.

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

TERMINATION OF AGREEMENT.

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

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

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

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

DEFAULT.

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

EXCUSABLE DELAYS.

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

COOPERATION BY CITY.

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

NOTICES.

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

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

To Service Provider:_____
_____
_____
_____

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

AUTHORITY TO EXECUTE.

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

ADMINISTRATION AND IMPLEMENTATION.

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

BINDING EFFECT.

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

AMENDMENT.

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

WAIVER.

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

LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

ATTORNEYS FEES, COSTS AND EXPENSES.

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

ENTIRE AGREEMENT.

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

SEVERABILITY.

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

CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

_____
Daniel A. York
City Manager

ATTEST:

_____
Janet Morales, CMC
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

_____

"Service Provider": _____

By: _____ By: _____

Name:_____ Name: _____

Its (Title):_____ Its (Title): _____

NOTE: SERVICE PROVIDER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY

BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE PROVIDER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

_____

_____

RIV #4814-7282-0706 v1

4871-4063-9603 v1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

_____

_____

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

A.

B.

C.

D.

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

A.

B.

C.

D.

III. During performance of the Services, Service Provider will keep the City appraised of the status of performance by delivering the following status reports:

A.

B.

C.

D.

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

A.

B.

C.

D.

V. Service Provider will utilize the following personnel to accomplish the Services:

A.

B.

C.

D.

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

A.

B.

C.

D.

EXHIBIT "B"
COMPENSATION

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

A. [job] [hourly rate]

B. [job] [hourly rate]

C. [job] [hourly rate]

D. [job] [hourly rate]

E. [job] [hourly rate]

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed $_____ per hour without written authorization from the City Manager or his designee.

IV. The total compensation for the Services shall not exceed $_____, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

Exhibit C

Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Service Provider has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

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

Other Insurance Provisions

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

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

Primary Coverage

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

Notice of Cancellation

Service Provider shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Service Provider shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Service Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

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

Verification of Coverage

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

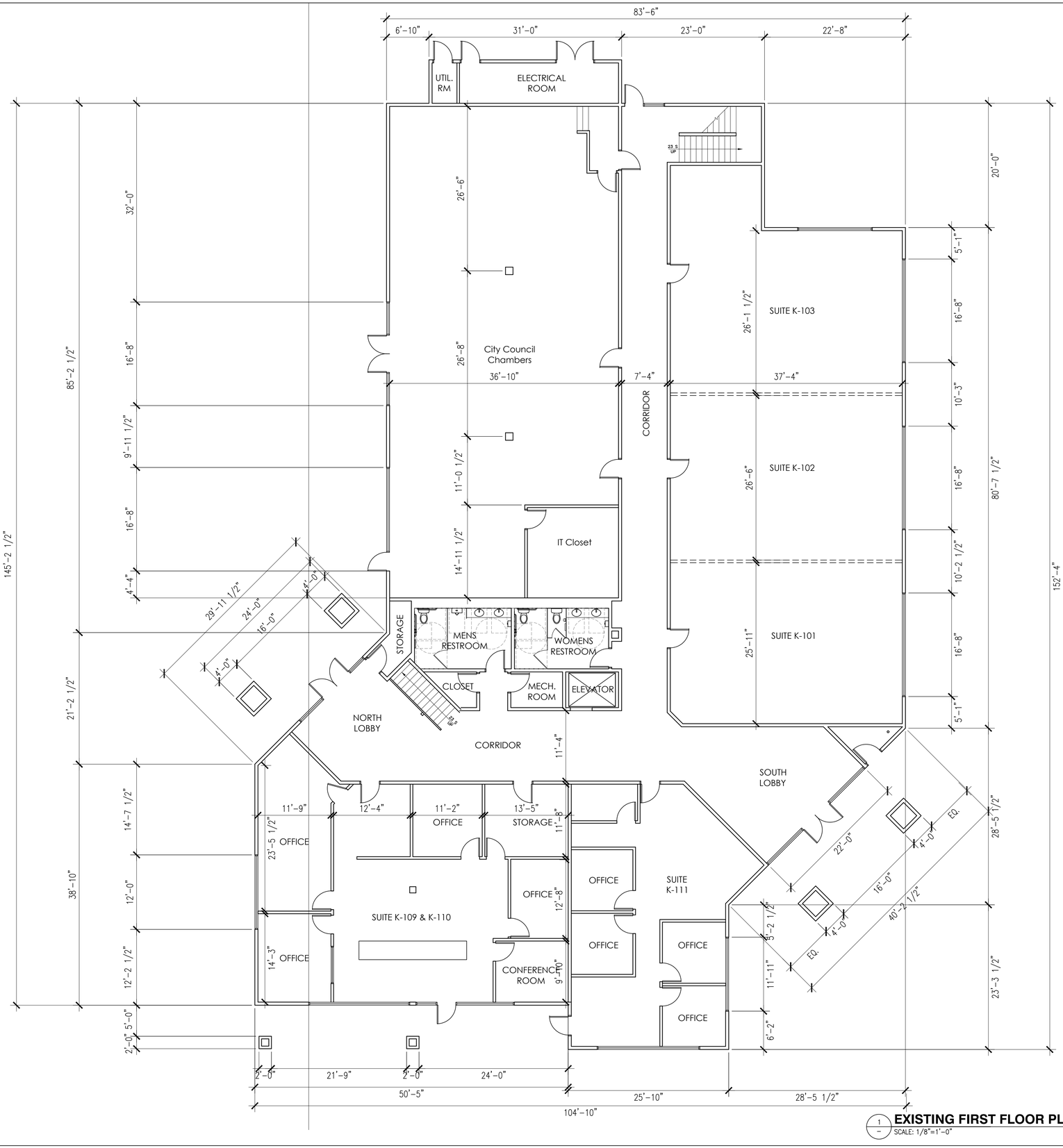
Subcontractors

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

Special Risks or Circumstances

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

PART V – FACILITY SITE MAPS



1 EXISTING FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

LEGEND

EXISTING WOOD CONSTRUCTION

EXISTING WALL TO BE REMOVED

GENERAL NOTES

A. ALL DIMENSIONS ARE TO BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.

EMPIRE DESIGN GROUP Inc.
511 N Main St.
Lake Elsinore, CA 92530
951-696-1490
EmpireDesignGroup.biz

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All rights reserved

CLIENT:

CITY OF WILDOMAR

CITY HALL WILDOMAR
23873 CLINTON KEITH ROAD
SUITE 110, WILDOMAR, CA 92595

ARCHITECT OF RECORD:
GREGORY S. HANN, AIA
511 N MAIN STREET
LAKE ELSINORE, CA 92530
TEL: 951-696-1490
CELL: 951-809-7601
E-MAIL: ghann@empiregr.biz

SEAL:

STATE OF CALIFORNIA
GREGORY SCOTT HANN
C-26663
REN. 9/30/25
LICENSED ARCHITECT

Date: JANUARY 02, 2024
Project Number: EDG#04966

NO.	DATE	REVISION DESCRIPTION

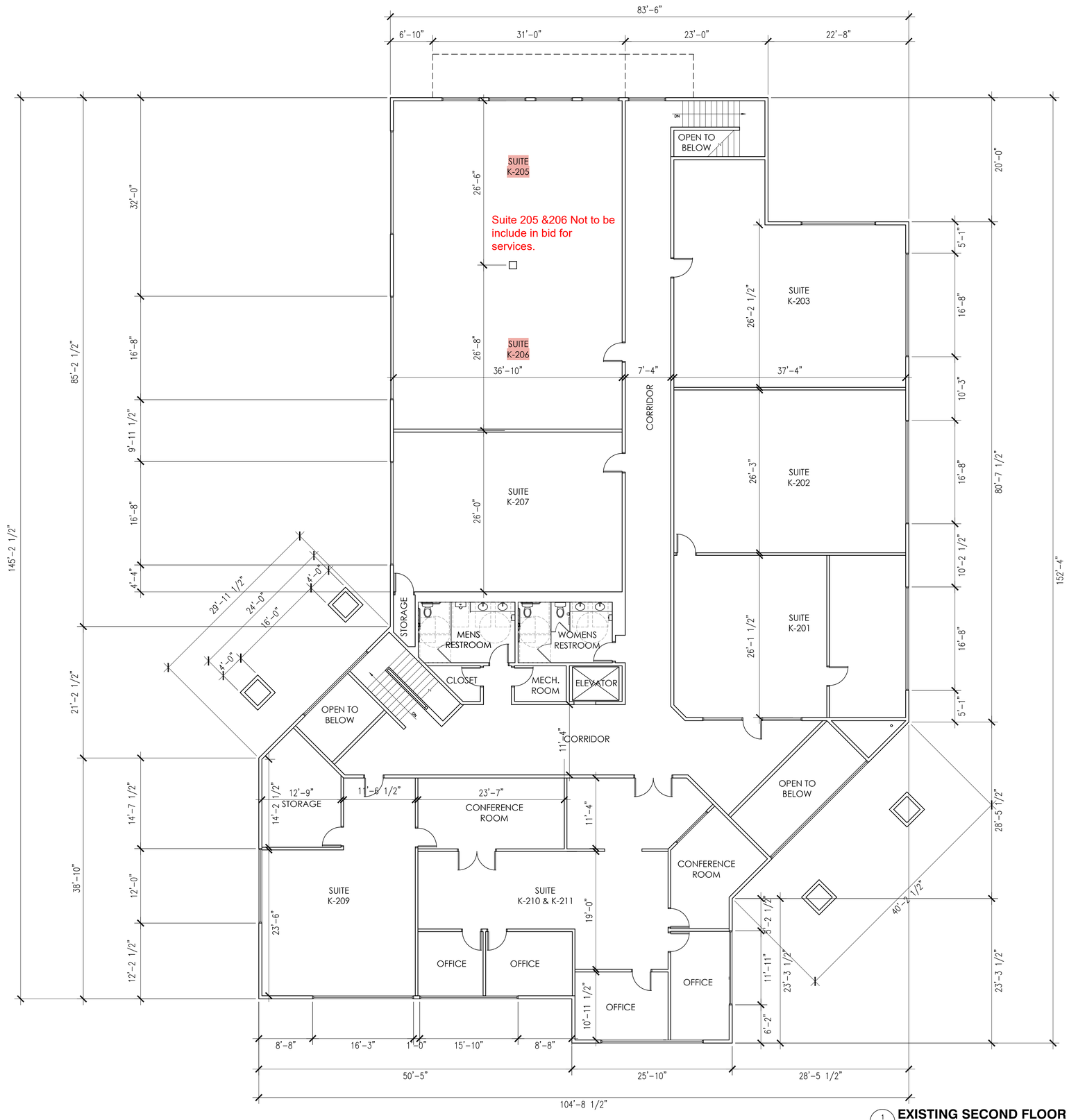
DESIGNED BY: GH
CHECKED BY: GH
DRAWN BY: BN

DRAWING TITLE:

EXISTING/DEMO
FIRST FLOOR PLAN

SHEET NO:

AB 1.0



1 EXISTING SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"

LEGEND

EXISTING WOOD CONSTRUCTION

EXISTING WALL TO BE REMOVED

GENERAL NOTES

A. ALL DIMENSIONS ARE TO BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.

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511 N Main St.
Lake Elsinore, CA 92530
951-696-1490
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CLIENT:

CITY OF WILDOMAR

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23873 CLINTON KEITH ROAD
SUITE 110, WILDOMAR, CA 92595

ARCHITECT OF RECORD:
GREGORY S. HANN, AIA
511 N MAIN STREET
LAKE ELSINORE, CA 92530
TEL: 951-696-1490
CELL: 951-809-7601
E-MAIL: ghann@empiregr.biz

SEAL:

STATE OF CALIFORNIA
GREGORY SCOTT HANN
C-36663
REN: 9/30/25
LICENSED ARCHITECT

Date: JANUARY 02, 2024
Project Number: EDG#04966

NO.	DATE	REVISION DESCRIPTION

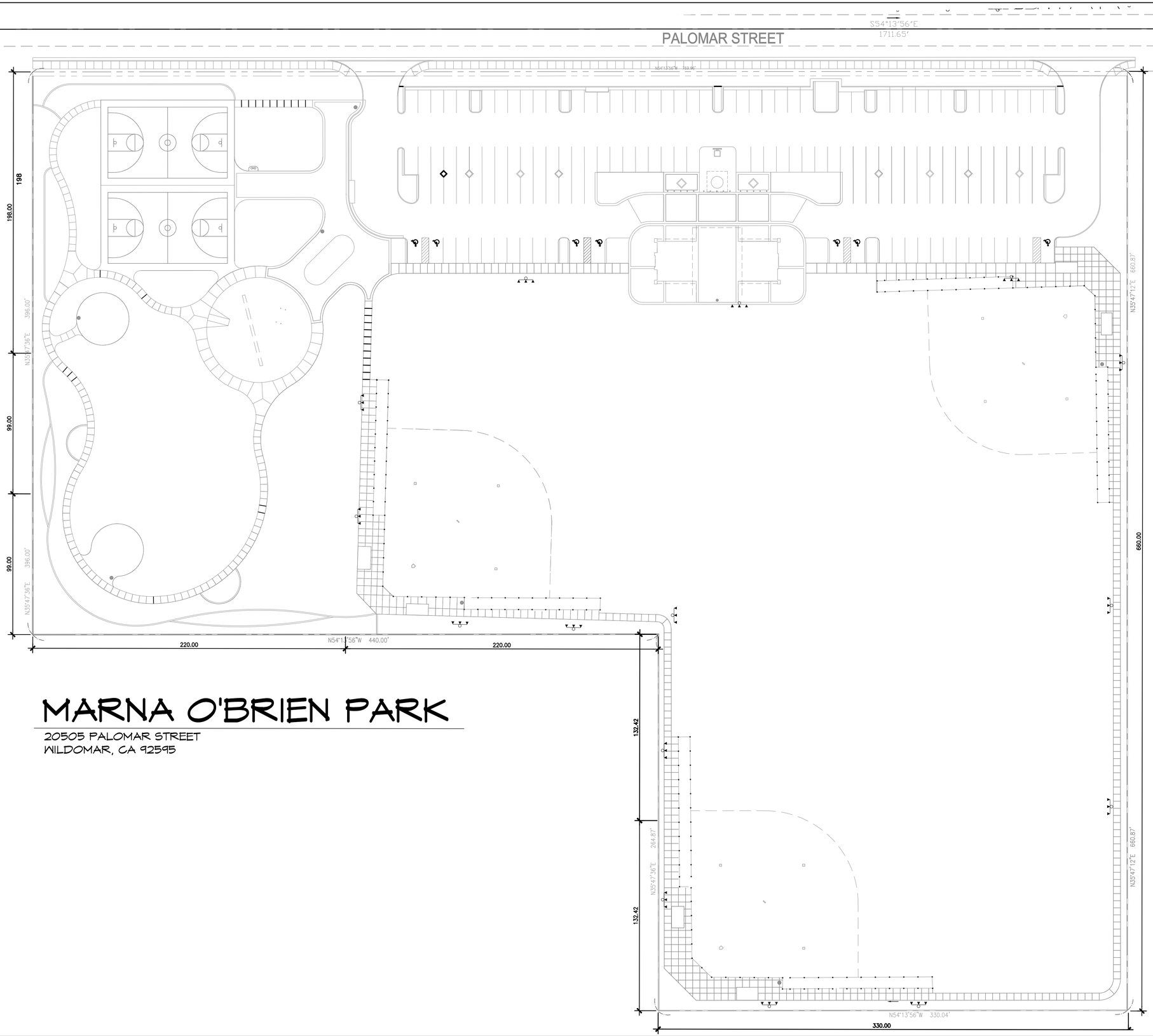
DESIGNED BY: GH
CHECKED BY: GH
DRAWN BY: BN

DRAWING TITLE:

EXISTING/DEMO SECOND FLOOR PLAN

SHEET NO:

AB 1.1



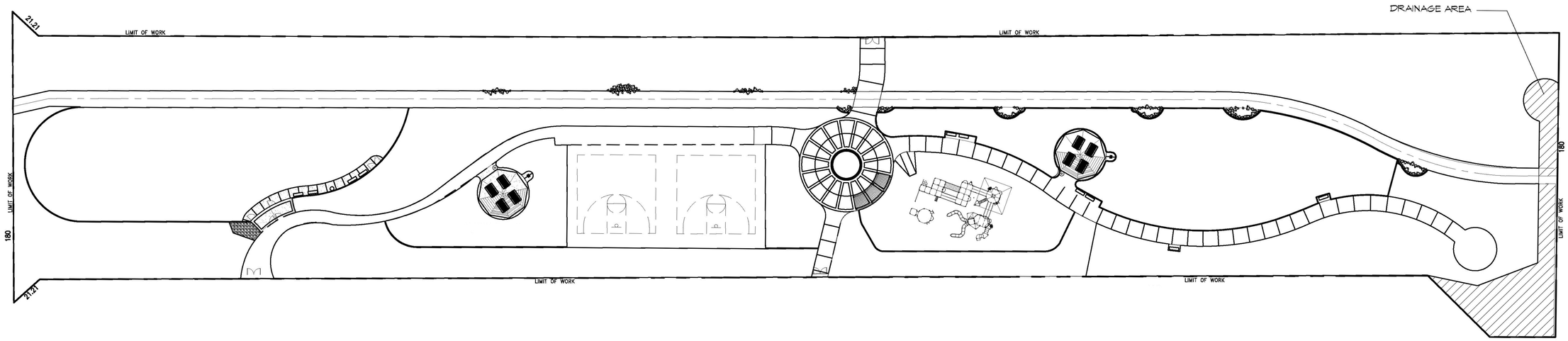
MARNA O'BRIEN PARK

20505 PALOMAR STREET
WILDOMAR, CA 92595

SCALE: 3/8" =1'-0"

REGENCY HERITAGE PARK

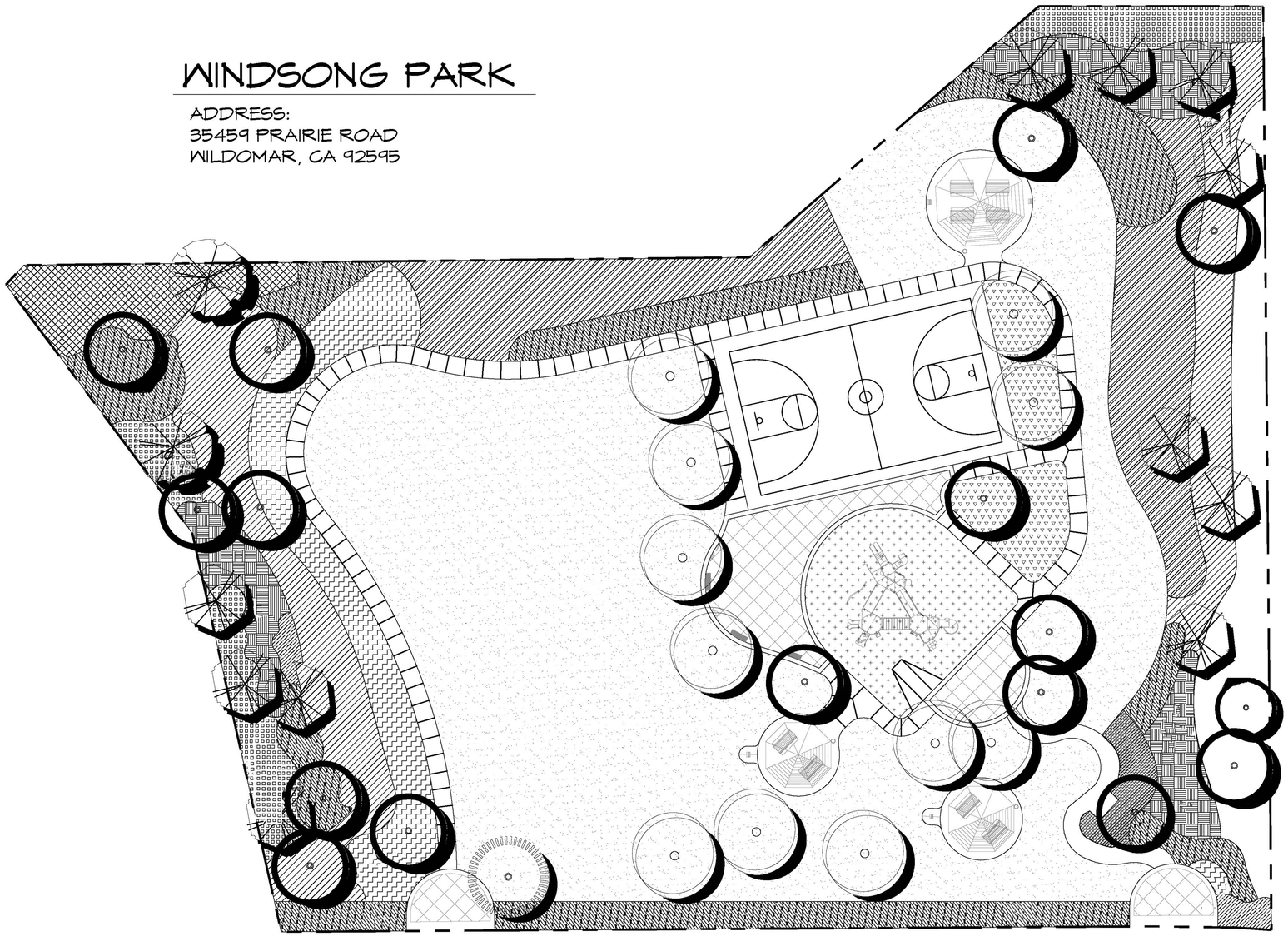
ADDRESS:
20171 AUTUMN OAKS PLACE
WILDOMAR, CA 9259



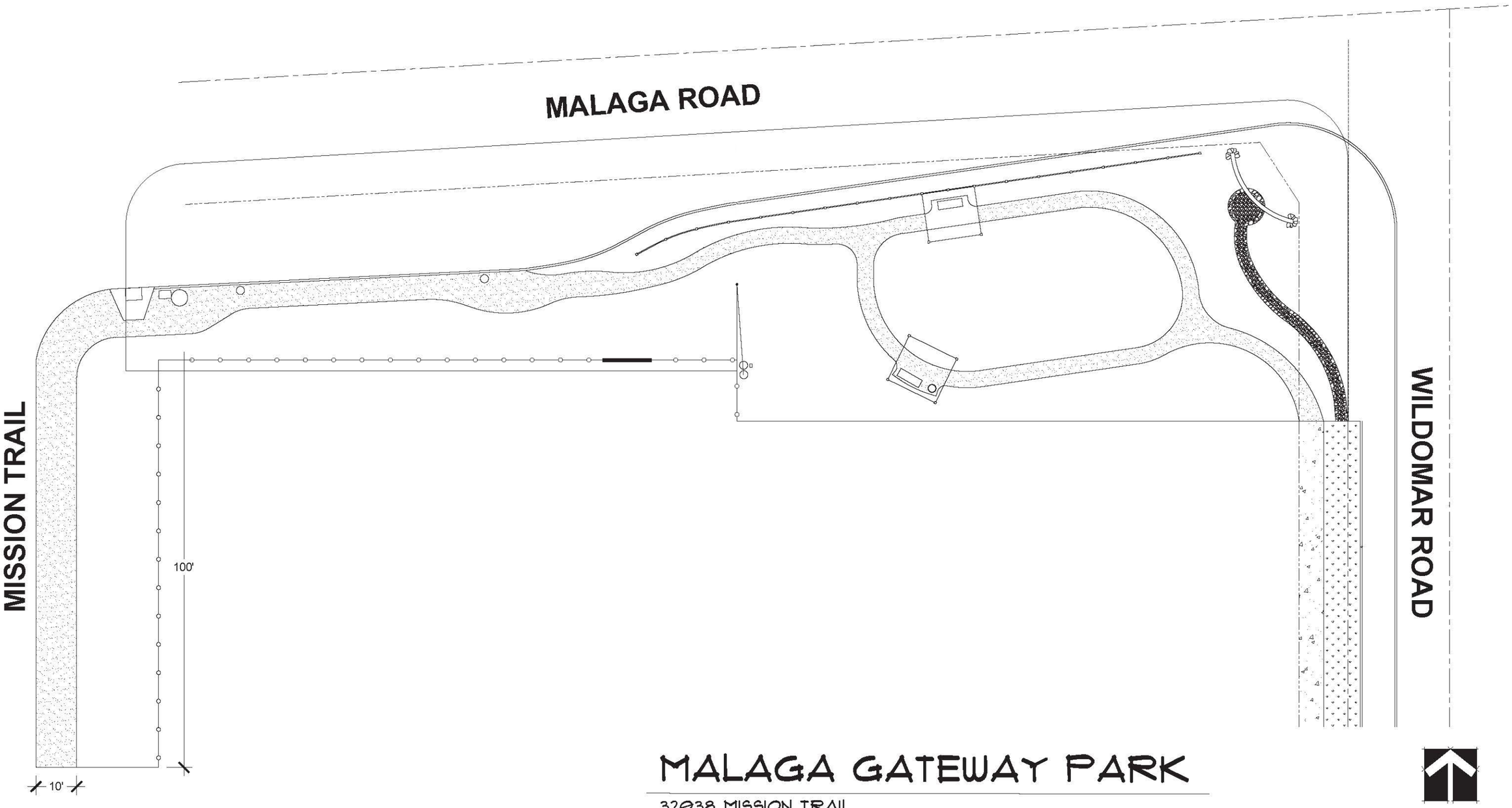
SCALE: 1" = 30'-0"

WINDSONG PARK

ADDRESS:
35459 PRAIRIE ROAD
WILDOMAR, CA 92595



SCALE: 1" = 20'-0"

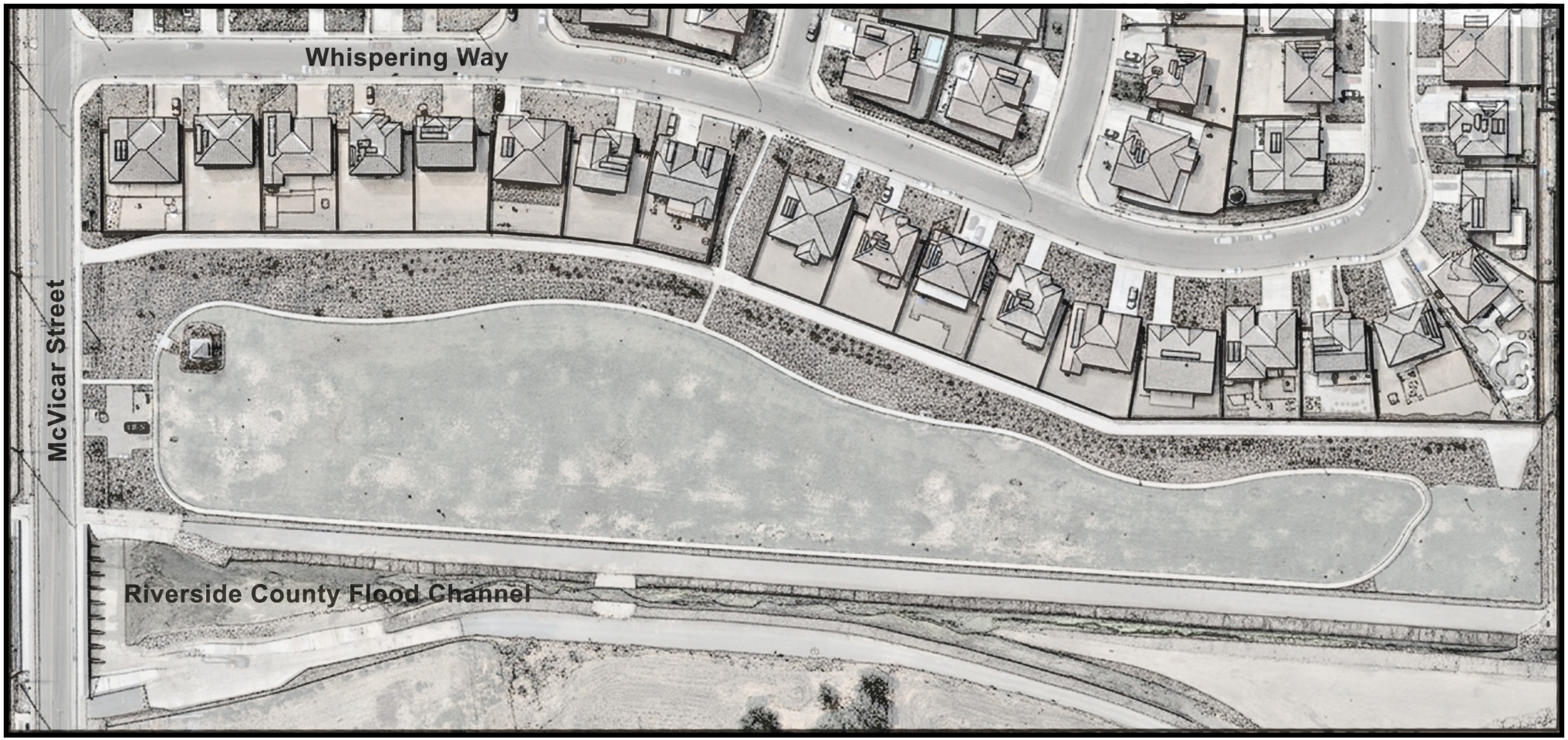


MALAGA GATEWAY PARK

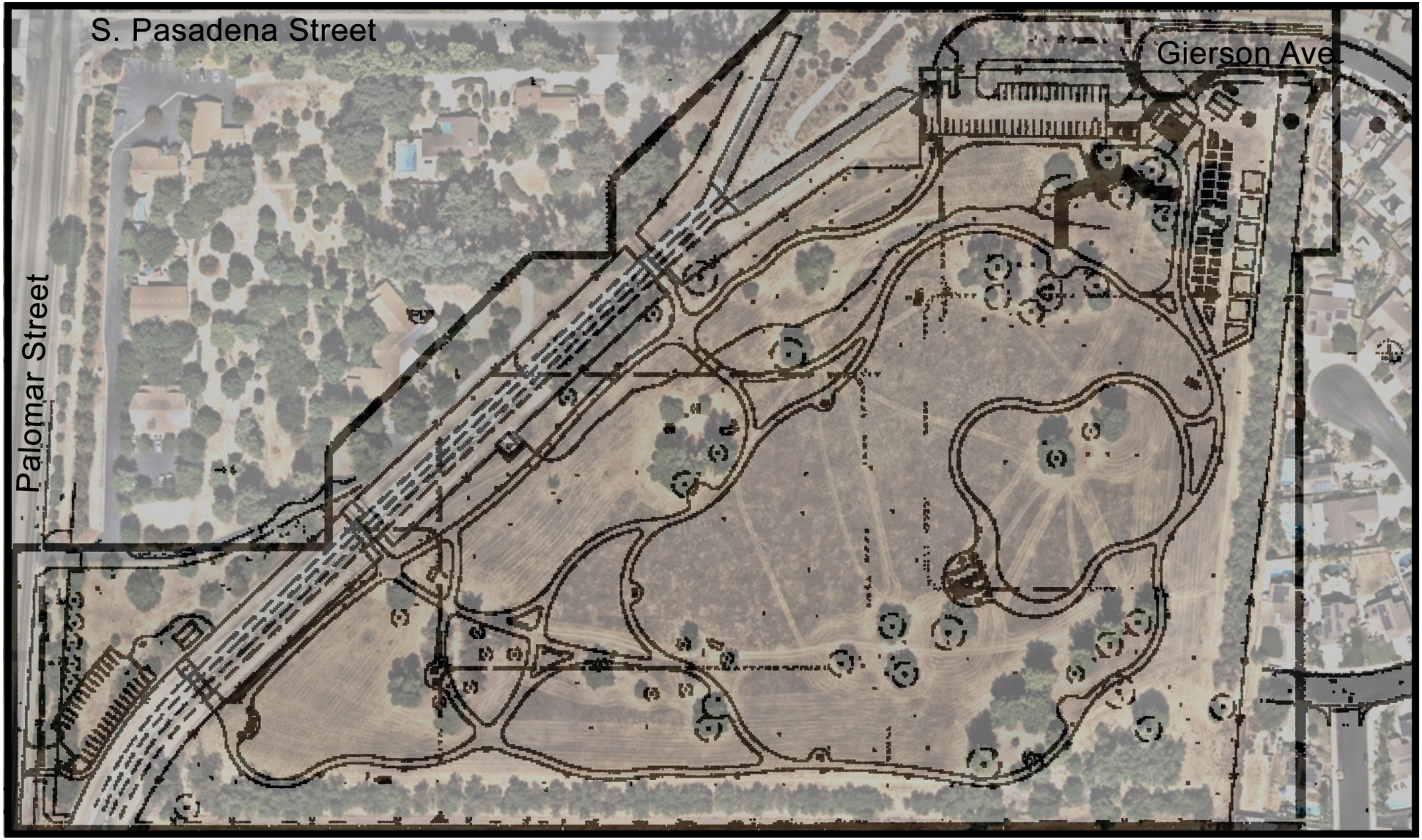
32038 MISSION TRAIL
WILDOMAR, CA 92595

SCALE: 1" = 16'-0"

Park at Boulder Creek
32725 McVicar Street
Wildomar, CA. 92595



20-Acre Park
Wildomar, CA. 92595



ADDENDUM No. 1
For
Janitorial Services for City Facilities
November 13, 2025

The following amendments are made to the Plans and Bid Documents for the Janitorial Services for City Facilities

Item 1 – Response to Contractor Questions:

Question 1: Could you please provide the product amounts typically used for your paper levels (toilet paper and seat covers)?

Question 2: Could you please provide an average usage of supplies at each location on a monthly basis?

RESPONSE:
City Hall
2-Case of toilet paper for a month.
3-Case of hand towels for a month.
1-Case of hand soap.
1-Case of plastic bag 40×48.
1-Case of plastic bag 30×37.
Parks
1 ½ -Cases of toilet paper for a month.
1-Case of hand soap.
1-Case of plastic bag 40×48.

Approved By:_____ DATE:_____
Daniel Torres, Community Services Director

Acknowledged By: _____ DATE:_____
Proposer's Signature

ADDENDUM NO. 1 MUST BE SIGNED AND RETURNED WITH PROPOSAL

REQUEST FOR PROPOSALS

JANITORIAL SERVICES FOR CITY FACILITIES

City of Wildomar
Community Services Department
23873 Clinton Keith Rd., Suite. 110
Wildomar, CA 92595
dtorres@cityofwildomar.org
(951) 677-7751

Bids Due: 3:00 PM on Thursday, November 20, 2025
At the City Clerk's Office, Wildomar City Hall
23873 Clinton Keith Road, Suite 110, Wildomar, CA 92595

Mandatory Site Tour: 10:00 AM on Friday, November 07, 2025
Wildomar City Hall - 23873 Clinton Keith Road, Suite 110, Wildomar, CA 92595

Questions and inquiries may be submitted in writing via e-mail until 5:00 pm on November 10, 2025, via PlanetBids.

PART I – BIDDING REQUIREMENTS
Section A - Invitation to Bid

NOTICE IS HEREBY GIVEN that sealed bids will be received at the office of the City Clerk, located at 23873 Clinton Keith Road, Suite 110, Wildomar, California, 92595 until **3:00 pm** local time on **Thursday, November 20, 2025,** for furnishing all labor, material (city option), tax, transportation, equipment, and services necessary for the:

JANITORIAL SERVICES FOR CITY FACILITIES

Questions and inquiries may be submitted in writing via PlanetBids until **5:00 pm on November 10, 2025,** at https://vendors.planetbids.com/portal/66534/portal-home. Responses will be made available to all bidders as an addendum by **Thursday, November 13, 2025**.

A-1 Description of Work

The City of Wildomar is requesting qualified Service Providers to submit proposals including a pricing schedule providing janitorial services according to the City's specifications and all other terms and conditions. The requested services consist of furnishing all labor, materials, supplies and equipment to perform Facility Janitorial Services in the City of Wildomar, in accordance with the specifications and conditions specified in the Request for Proposal issued by the City of Wildomar.

The proposed work shall consist of the following:

1. City parks maintenance to include the removal and replacement of trash receptacle liners, the removal of all debris throughout each park site, pressure washing of site assets, disinfecting and cleaning of restroom facilities.
    a. Marna O'Brien Park – 20505 Palomar Street
        i. Serviced twice daily
    b. Regency Heritage Park – 21700 Autum Oak Place
    c. Windsong Park – 35459 Prairie Road
    d. Malaga Park – 32038 Mission Trail
    e. Park at Boulder Creek – 32725 McVicar Street
    f. 20 Acre Park – APN: 380050001 & 380050002
2. Cemetery office building carpeted floors maintenance, cubicle and desk disinfecting, restroom disinfecting, and cleaning.
    a. Wildomar Cemetery District – 21400 Palomar Street
3. City Hall Facility janitorial services consist of day porter services, suites, corridors, lobby, and restrooms maintenance.
    a. Wildomar City Hall – 23873 Clinton Keith Road
4. Special Event Janitorial Services are for on-site janitorial personnel during city events held throughout the year at various locations.

The term of the agreement will be for three (3) years, with the option to renew for two (2) additional one (1) year extensions. Renewals will be requested by mutual agreement in writing and based on an evaluation.

Agreement terms are to begin on Thursday, January 01, 2026. Park services are to begin on Thursday, January 1, 2026, with City Hall and Cemetery services will begin Friday January 2, 2026.

During the term of this agreement, the City will bring two additional park locations into service. One of these, the Park at Boulder Creek, was developed and is currently maintained by a housing developer. The 20-acre site will function as an open-space park, featuring perimeter trailways with dog waste bag dispensers and trash receptacles. The final inventory of park amenities will be determined at a later date. Maintenance activities and invoicing for these parks will begin upon City authorization for the Contractor to proceed with services. Both park locations are expected to be formally accepted by the City during fiscal year 2025–2026.

A-2 Obtaining Documents

Project documents may be downloaded from PlanetBids (https://vendors.planetbids.com/portal/66534/portal-home), from the City of Wildomar Website (https://www.cityofwildomar.org/223/RFPs-RFQs)

A-3 RFP Calendar

RFP Calendar	
Thursday, October 30, 2025	RFP Release Date
Friday, November 07, 2025	Mandatory Site Visit
Monday, November 10, 2025	Question and Inquiries Due
Thursday, November 13, 2025	Adendum Release
Thursday, November 20, 2025	Bid Due Date
Tuesday, November 25, 2025	Staff Report Due Date (*City Staff*)
Wednesday, December 10, 2025	Presentation to City Council (*City Staff*)
Monday, December 09, 2024	Premaintenance Conference
Thursday, Janurary 01, 2026	Park Maintenance Start Date
Friday, January 02, 2026	City Hall and Cemetery Services Start Date

A-4 Site Invitation

Prospective bidders are encouraged to visit and become fully acquainted with the listed facilities and current conditions so they may understand all factors involved in the execution of these services. Friday, **November 07, 2025, at 10:00 am** has been established as the start time for a mandatory site visit to access closed areas of the city hall facility. The address for the Wildomar City Hall is 23873 Clinton Keith Road, Suite 110, Wildomar, CA 92595. Bidders must contact the Senior Facilities Maintenance Worker at (951) 677-7751 ext. 8218 to indicate their attendance at this site visit. **No questions will be addressed at this visit.**

A-5 Submission of Proposals

All proposals must be submitted no later than the time prescribed. The bidder is wholly responsible for seeing that the bid is submitted at the time and place designated for the opening of bids. Any bid received after the time and date specified shall not be considered and shall be returned unopened. Any bid may be withdrawn prior to the scheduled time for opening bids.

Each bid must conform to and be responsive to this notice and shall be made on the official bidding documents forms furnished with the contract documents.

Hand delivered bids on the day of the bid opening shall be made to the City Clerk at the address set forth above. Mailed bids must be received by the City prior to the hour and date of the bid opening and shall be addressed to the City Clerk at the address set forth above.

A-6 Award

The award shall be made to the lowest responsible bidder submitting the lowest responsive bid. The award of Contract will be made by the City Council. The Contractor shall execute the Contract within ten (10) days after he/she has received the Contract from the City.

The City reserves the right to waive any irregularity(ies) in the submitted proposals. No bid may be withdrawn for a period of sixty (60) days after the opening of bids.

A-7 Rejection of Bids

The City reserves the right to reject any and all bids. Any bid not conforming to the intent and purpose of the bidding documents may be rejected. Any bidder who does not possess the required licensing classification or the necessary qualifications and prior experience may be determined nonresponsive. The City reserves the right to make all awards in the City's best interest.

A-8 Disqualification of Bidder

If there is a reason to believe that collusion exists among any bidders, none of the bids of the participants in such collusion will be considered, and the City may likewise elect to reject all bids received.

A-9 Relief of Bidder

Attention is directed to the provisions of Public Contracts Code section 5101 and following, concerning relief of bidders and in particular to the requirements therein that if the bidder claims a mistake was made in his bid, the bidder shall give the City written notice, within five (5) calendar days after the opening of bids of the alleged mistake, specifying in the notice, in detail (1) the nature of the claimed mistake, (2) how the mistake occurred, (3) a description of how the claimed mistake impacts the bidder, and (4) an explanation of any and all reasons why the bidder should be granted relief.

A-10 Prevailing Wages

Bidders are hereby notified that the California Department of Industrial Relations has determined the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of worker needed to execute the contract which will be awarded to the successful bidder. It shall be mandatory for the Contractor and any subcontractor under him to pay not less than the specified rates to laborers and workmen employed by them in the execution of the Contract.

Section B – Instruction to Bidders

B-1 Introduction

Each bid shall be in accordance with the Bidding Documents. The Invitation to Bid will specify the method to obtain the Bidding Documents.

B-2 Submission of Bids

All Bids must be submitted no later than the time prescribed, at the place and in the manner set forth in the Invitation to Bid. Bids must be made on the prescribed Bid forms. A complete Bid requires submission of fully completed bidding and contract documents. Each Bid must be submitted in a sealed envelope addressed to the City Clerk and designated as a Bid bearing the name of the bidder and name of the project. The bidder is wholly responsible to see that its Bid is submitted at the time and place named for the opening of bids.

Bids shall include all addenda or clarifications issued during the bidding period acknowledged by the bidder's signature thereon. Failure to so include or acknowledge an addendum or clarification will result in the Bid being rejected as not responsive.

Bids shall be opened at the time and place as specified in the Invitation to Bid, unless changed by addendum.

B-3 Preparation of Bid

Blank spaces in the Bid shall be properly completed. The phraseology of the Bid must not be changed, and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations or provisions attached to a Bid will render it unresponsive and will cause its rejection. If erasures, interlineations, or other changes appear on the form, each erasure, interlineation or change must be initialed by the person signing the Bid. Alternative bids will not be considered unless specifically provided for in the Bidding Schedule. No Bid received after the time fixed, or received at any place other than the place stated in the Invitation to Bid will be considered

B-4 Licensing Requirements for Contractors

All bidders, including general contractors and specialty contractors, shall hold such licenses as may be required by the laws of the State of California for the performance of the work.

B-5 Interpretation of Contract Documents

Any explanation desired by the bidders regarding the meaning or interpretation of any of the Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations will be made in the form of addenda to the documents and will be furnished to all bidders who shall submit all addenda with their Bids.

B-6 List of Subcontractors

Subcontracting is not allowed without the prior written consent of the City. If subcontracting is allowed, all requirements and provisions of the contract, including a list of employees, must be met. Any substitutions for subcontractors or their professional staff can only be made with the prior written consent of the City.

B-7 Modification of Bids

A bidder may modify their Bid by written communication provided such communication is received by the City prior to the closing time for receipt of Bids. The written communication should not reveal the Bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened

B-8 Withdrawal of Bids

Bids may be withdrawn without prejudice by written, telegraphic or electronic request received from bidder prior to the time for opening of Bids. Bids withdrawn will be returned to bidders unopened when reached in the process of opening Bids. No bid may be withdrawn after the hour affixed for opening Bids. Negligence on the part of the bidder preparing his bid shall not constitute a right to withdraw the Bid subsequent to the opening of Bids.

B-9 Discrepancies

In the case of discrepancy between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

B-10 Disqualification of Bidder

More than one Bid from an individual, firm, partnership, or corporation under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, or corporation is interested in more than one Bid for the work contemplated may cause the rejection of all Bids in which the individual, firm, partnership or corporation is interested. If there is reason for believing that collusion exists among the bidders, any or all Bids may be rejected. Bids in which the price is obviously unbalanced may be rejected.

All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the Public Contract Code and may render void any Contract let under such circumstances.

B-11 Award of Contract (Agreement)

The City reserves the right to accept or reject any and all Bids for a period of sixty (60) days after the date of opening, and to waive any informality or irregularity in any Bid. No Bid can be withdrawn during that period.

The City reserves the right to reject any or all Bids, including, without limitation, the right to reject any non-conforming, non-responsive, unbalanced, or conditional bids.

Before a Bid is considered for award, the City may, in addition to the Experience Qualifications form, below, require a bidder to submit a statement of facts and detail as to his business, technical organization and financial resources and equipment available and to be used in performing the work. Additionally, the City may require evidence that the bidder has performed other work of comparable magnitude and type. The City expressly reserves the right to reject any Bid if it determines that the business and technical organization, equipment, financial and other resources or other experience of the bidder (including the bidder's Subcontractors) is not sufficiently qualified for the work bid upon and, therefore, justifies such rejection.

The award of the Contract, if it is awarded, will be to the responsible bidder submitting the lowest responsive bid.

The issuance by the City of a notice to the successful bidder of the award of the Contract ("Notice of Award") shall be deemed the Award of Contract.

B-12 Execution of Contract

The successful bidder will be notified in writing by the City of the award of the Contract. Accompanying the City's Notice of Award will be the Contract which the successful bidder will be required to execute and return, together with the required certificates and policies of insurance together with the required endorsements thereto (or equivalent) for the Contractor and the workers' compensation certificate, to the City within ten (10) days following receipt of such Notice of Award. The City will promptly determine whether such Contract, and insurance are as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract. Signature by both parties constitutes execution of the Contract. In the event of failure of the lowest responsible bidder to sign and return the Contract with acceptable insurance as prescribed herein, the City may award the Contract to the next lowest responsible bidder, and, in the event that bidder fails to sign and return the Contract with acceptable insurance, the City may award the Contract to the then next lowest responsible bidder, etc. The successful bidder shall also submit within ten (10) working days from the Notice of Award all material specifications and other project submittals to the City.

B-13 Premaintenance Conference

A premaintenance conference will be convened after the Contractor has delivered the necessary insurance certificates and signed agreement in proper form as required in the invitation to bid, bid proposal and general conditions of these specifications. Prior to any work, the Contractor shall provide the City with a list of key personnel assigned to the project and the telephone numbers where they may be reached at any time. The list shall be made available in sufficient copies and presented at the premaintenance conference.

PART II – BIDDING DOCUMENTS
Section A – Bidder Checklist

All items on the Bidder's Checklist must be initialed and dated for the Proposal to be considered complete. The City of Wildomar reserves the right to award a Contract in a manner and on the basis which will best serve the City, taking into consideration the information in the statement of bidder's Experience/Qualifications and past work history with the City.

The bidders' attention is especially drawn to the following Bid Proposal Forms which must be executed in full as required.

A-1 Bid Schedule

Bid Schedule
The unit prices bid must be shown in the space provided. The total bid price must be entered into the space provided.

Initial: _____ Date: 19 Nov 2025

A-2 Requirements for Supplies

Bidder must comply with SB 1383 for the procurement of recycled paper products and supplies.

Initial: _____ Date: 19 Nov 2025

A-3 Non-Collusion Affidavit

A Non-Collusion Affidavit must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: 19 Nov 2025

A-4 Experience/ Qualifications

A statement of the Bidder's Experience/Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: 19 Nov 2025

A-5 Designation of Subcontractors

A Designation of Subcontractors must be filled out and submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: 19 Nov 2025

A-6 Insurance Requirements

The Insurance Section and Exhibit C of the Agreement for Services for this request have been read and understood.

Initial: _____ Date: 19 Nov 2025

A-7 Site Inspections

The bidder certifies that they have toured the project site independently and with the tour and are familiar with the work involved.

Initial: _____ Date: 19 Nov 2025

A-8 Completion

The City makes no representations or guarantees as to the means or method of completing the work chosen by the bidder. It is the bidder's responsibility to plan and schedule the work to complete it within the specified time.

Initial: _____ Date: 19 Nov 2025

A-9 Addenda

The bidder acknowledges that they must sign and attach any applicable addenda to the bid proposal.

Initial: _____ Date: 19 Nov 2025

Section B – Requirements for Supplies

The bidder is to include a bid fee schedule for supplies. The bidder is required to provide supplies that meet the SB 1383 criteria.

SB 1383 requires jurisdictions (cities, counties, cities and counties, or special districts that provide solid waste collection services) to purchase recycled-content paper products that are recyclable.

1. Contractor must provide Product Vendor Certification
    a. Written documentation from the product vendor certifying:
        i. The products are eligible to be labeled with an unqualified recyclable label, meaning that at least 60 percent of consumers or communities where the items are sold have access to recycling facilities for the products
        ii. The minimum percentage, if not the exact percentage, of postconsumer material in the products
2. Recycled-Content Requirements
    a. Paper products shall consist of at least 30 percent, by fiber weight, of postconsumer recycled content fiber, except as specified below:
        i. Toilet paper shall consist of at least 45 percent, by fiber weight, postconsumer recycled content fiber
        ii. Paper towels shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
        iii. Facial tissue shall consist of at least 10 percent, by fiber weight, postconsumer recycled content fiber
        iv. Toilet seat covers shall consist of at least 20 percent, by fiber weight, postconsumer recycled content fiber
        v. General purpose paper wipers shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
        vi. Food service ware, including but not limited to, napkins, plates, bowls, food trays, takeout boxes, placemats, etc. shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.
3. These minimum postconsumer recycled content fiber requirements are required when:
    a. Available at no greater cost than nonrecycled products, and
    b. Fitness and quality are equal to nonrecycled products.

Bidders Signature: _____

(Same Signature as on Proposal)

Section C – Bid Schedule

The following schedules are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Community Services Director and/or the Facility Contract Specialist.

Facility/ Request	Monthly cost	Yearly Cost
CITY HALL		
Day Portor Services		
Corridors and Common Areas	$4,030.68	$48,368.12
Exterior Building Maintenance	$324.34	$3,892.03
Restrooms	$819.50	$9,834.06
Material Cost	$51.25	$615.00
Day Portor Services Subtotal	$5,174.52	$62,094.20
Non-Business Hour Services		
Suite Maintenance	$676.33	$8,115.94
Windows	$338.16	$4,057.97
Carpet Shampoo	$193.24	$2,318.84
Material Cost		
Non-Business-Hour Services Subtotal	$1,207.73	$14,492.75
Exterior Pressure Washing		
Sidewalk, Benches, Trash Containers	$217.39	$2,608.70
Material Cost		
Exterior Pressure Washing Subtotal	$217.39	$2,608.70
TOTAL	$6,599.64	$79,195.65

Facility/ Request	Monthly cost	Yearly Cost
WILDOMAR CEMETERY		
Office Building	$790.58	$9,486.96
Maintenance Garage Restroom	$324.34	$3,892.03
Material Cost	$30.75	$369.00
TOTAL	$1,114.92	$13,378.99

Facility/ Request	Monthly cost	Yearly Cost
CITY PARKS		
Marna O'Brien Park		
Primary Janitorial Services	$1,399.61	$16,795.29
Secondary Services	$206.32	$2,475.85
Pressure Washing	$217.39	$2,608.70
Regency Heritage Park		
Primary Janitorial Services	$117.55	$1,410.63
Pressure Washing	$108.70	$1,304.35
Windsong Park		
Primary Janitorial Services	$154.29	$1,851.45
Pressure Washing	$144.93	$1,739.13
Malaga Park		
Primary Janitorial Services	$36.74	$440.82
Pressure Washing	$72.46	$869.57
Park at Boulder Creek		
Primary Janitorial Services	$297.55	$3,570.65
Pressure Washing	$108.70	$1,304.35
20-Acre Open Space Trail Park		
Primary Janitorial Services	$297.55	$3,570.65
Material Cost for Parks	$188.46	$2,261.50
TOTAL	$10,876.34	$130,516.06

MATERIAL MARK UP RATE (%)	

TOTAL BID PRICE IN WORDS:

Three hundred ninety two thousand, two hundred and forty three dollars and eighty four cents.

Total bid price is for a 3x year contract, calculated from the annual price of $130,747.95 per year.

NOTE: The award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid. The lowest responsive bid shall be determined by the TOTAL BID PRICE, as calculated from Unit Prices.

Contractor's Name (Printed): Michael P. Willis

Bidders Signature:

(Same Signature as on Proposal)

Bidders Name (Printed): Michael P. Willis

Bidders Title: CEO

Date: 19 Nov 2025

Section D – Non-Collusion Affidavit

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

I, the undersigned, an authorized representative of The Cleaning Squad, being first duly sworn, deposes and says that the forgoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor's Name (Printed): Michael P. Willis

Bidders Signature: _____
(Same Signature as on Bid Proposal Form)

Bidder Name (Printed): Michael P. Willis

Bidders Title: CEO

Date: 19 Nov 2025

Subscribed and sworn to before me

this 20th day of November, 2025.

_____ see attached Certificate
Signature of Notary Public

CALIFORNIA JURAT **GOVERNMENT CODE § 8202**

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

Subscribed and sworn to (or affirmed) before me on this 20 (Date) day of November (Month), 20 25 (Year), by

(1) Michael P. Willis

(and (2) N/A. (Name(s) of Signer(s)),

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

AMBER-NICHOLE HESS
COMM. #2442403
Notary Public - California
RIVERSIDE COUNTY
My Comm. Expires APRIL 23, 2027

Signature _____ (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

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: NON Collusion Affidavit

Document Date: 11/19/2025 Number of Pages: 27

Signer(s) Other Than Named Above: none

©2019 National Notary Association

Section F – Experience/ Qualifications

The bidder has been engaged in the contracting business under the present business name for 2 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 2 years.

List all California construction or other professional license numbers, classifications and expiration dates held by your firm:

License Number	Classification	Expiration Date

List your firm's DIR Public Works Contractor (PWCR) Registration Number(s), PWCR Number Entity Name, and Expiration Date

PWCR Number	Entity Name	Expiration Date
2000011650	The Cleaning Squad	30 June 2026

If any of your firm's license(s) are held in the name of a corporation, limited liability company, or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

License Number	Qualifying Individual	Expiration Date

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows:

None

Section G – Designation of Subcontractors

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

SUBCONTRACTOR				PORTION OF WORK	% of total Bid Amount	Portion of Total Bid Amount ($)
Name		CSLB#				
Location		DIR#				
Name		CSLB#				
Location		DIR#				
Name		CSLB#				
Location		DIR#				

PART III – SPECIFICATIONS FOR JANITORIAL SERVICES
SECTION A – GENERAL PROVISIONS

Specifications are intended to establish an acceptable level of service. Cleaning frequencies are established as general guidelines; they are not to be construed as absolute. All items not specifically included but found to be necessary to properly clean the building shall be included as though written into these Specifications.

Contractor is advised that City facilities are frequently used for citywide meetings and special events, and that such use may require additional services. Therefore, the Contractor shall ensure sufficient flexibility in staff scheduling to ensure the servicing of all restrooms, offices, etc.

Contractor shall be responsible for complying with all applicable safety and health regulations, including, but not limited to, California Code of Regulations (CCR) Title 8, Section 32202 General Industry Safety Orders.

Contractor will be required to provide SDS sheets for every chemical utilized by their employees at the City Facilities.

Uniform is defined as a clean, long or short-sleeved (no sleeveless or tank top) shirt with a collar, worn with pants (no mid-calf or short pants), with the company name on the shirt. All uniforms must be the same color. The contractor is responsible for all uniforms and attire worn by custodial staff.

Contractor-issued photo identification cards are to be worn on the uniform while each employee is working in any City facility.

Contractor will be required to implement a time-tracking system for all janitorial employees, with facility-specific time stamping. It is the contractor's responsibility to select, purchase, and maintain the time-tracking system.

The Contractor is allowed to drive company vehicles in the Parks. All vehicles must be driven only on designated paths of travel. Vehicles are not allowed to be driven on turf or landscaping.

At least one crew member shall be fluent in English. (speak, read, and understand English).

The Contractor shall be responsible for instructing employees in utility conservation practices and shall operate in such a manner that precludes the waste of utilities. All lights and water must be turned off upon completion of daily services.

The disposal of all water and chemicals is to be properly drained into city-designated drains. Mop buckets and chemicals are not to be emptied on the sidewalk or planters.

This contract is overseen by the city's Senior Facilities Maintenance Worker. All correspondence regarding these requested services shall be directed to this member of city staff.

No key issued to the Contractor by the City shall be duplicated. The Contractor shall develop procedures covering key controls that will be included in their Quality Control plan.

Monthly invoices shall be itemized by site location with subcategories for services performed. Any invoices not submitted in this manner will be rejected for processing.

During the initial year of this Agreement, the City shall place two additional park locations into service. One such location, the Park at Boulder Creek, has been developed and is currently maintained by a housing developer. This 20-acre site shall serve as an open-space park with perimeter trailways, dog waste bag dispensers, and trash receptacles. The City shall determine the final list of amenities for each park at a later date. Maintenance services and related invoicing shall commence upon written authorization from the City for the Contractor to proceed. Both park locations are anticipated to be formally accepted by the City during fiscal year 2025–2026.

SECTION B – SCOPE OF SERVICES

B-1 ENTRANCES, LOBBIES, AND CORRIDORS

1. Daily
    - **a.** Sweep bare floors and vacuum carpeted floor areas: Disinfect and polish metal doorknobs, push bars, kick plates, railings, and other metal surfaces. Clean spots and marks off walls, dust all surfaces within approximately 70 inches from the floor.
    - **b.** Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, under furniture, or behind doors. Carpets shall be clean and free from dust balls, dirt, and other debris.
    - **c.** Metal surfaces shall be free of smears, stains, and finger marks. They shall be clean, bright, and polished to a uniform luster.
    - **d.** Smudges, marks, or spots shall have been removed without causing unsightly discoloration. There shall be no dust streaks. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.
    - **e.** Damp mop and spray buff all hard and resilient floors. Floors shall be free of streaks, mop strands, marks, and skipped areas. Walls, baseboards

and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.

f. Clean both sides of the entrance door glass and the glass surrounding the entrance doors within reach. All glass shall be clean and free of dirt, grime, dust, streaks, watermarks, and spots, and shall not be cloudy.

2. Monthly
   a. All grout lines shall be clean and free of stains and discoloration.
   b. Wash the interior windows in these areas.

3. Quarterly
   a. Thresholds shall be clean and free of oil, grease, dirt, and grime.
   b. Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.
   c. Wash the exterior windows in these areas.

B-2 CITY OCCUPIED SUITES CLEANING

Includes all office areas, file rooms, conference rooms, kitchens/lunchrooms, locker rooms, Council Chambers, lounges, and the corridor space adjacent to these areas.

1. Daily
   a. Empty wastebaskets and remove trash to the designated disposal area. Clean washbasins and mirrors, as necessary; supply paper towels where dispensers are provided. Clean the areas used for solid waste collection. Wash or steam-clean all cans used for collecting food remnants, inside and out. No chemicals or cleaners shall be used without the manager's prior written consent.
   b. All recyclable waste disposed of in designated recycling bins throughout the buildings shall be collected and removed to an area defined by the City.
   c. Thoroughly germ-clean kitchen and lunchroom floors, including tables, chairs, and counter tops with approved disinfectants.
   d. All solid waste generated in the building shall be collected and removed to the area designated for trash by the City.
   e. Washbasins shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.
   f. Clean interior of microwaves, sinks, ovens, stoves, refrigerators, and coffeepots.
   g. Clean both sides of plate glass within the building. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime and shall not be cloudy. Cleaners shall be non-abrasive, and special care shall be taken to ensure that glass treatments (tinting) are not scratched.
   h. In office areas, file rooms, conference rooms, and lounge areas, sweep floors, vacuum carpet, and extend the sweep or vacuum to remove

obvious dirt from around and under furniture. Remove gum from under desks and workstations. Carpet surfaces shall be free of obvious dirt, dust, and other debris.

i. The term carpet or carpeting is intended to include wall-to-wall carpeting as well as room-size rugs and area rugs.
j. Floor surfaces shall be free of obvious dirt or debris. Sweep with a chemically treated mop.
k. Available horizontal surfaces shall be free of obvious dust. Dust all blinds.
l. Dust with a treated dust cloth all horizontal surfaces that are readily available and visibly require dusting.
m. Carpet Spotting: Excessive buildup, spillages, or crusted material shall have been removed along with spots, smears, and stains. There shall be no evidence of fizzing caused by harsh rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpeting. Spot cleaning shall be performed according to the manufacturer's recommendations.
n. Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splashes and markings from the equipment. The finished area shall have a uniform luster.

B-3 RESTROOM

NOTE: CLEANING TOOLS USED IN RESTROOMS SHALL NOT BE UTILIZED IN GENERAL OFFICE AND OTHER AREAS (i.e., rags, mops, sponges, gloves, etc.)

1. Daily
   a. Sweep and wet mop or scrub floors utilizing a cleaner disinfectant.
   b. The floors shall be cleaned with a germicidal detergent solution and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry, and the corners clean.
   c. Clean and sanitize all fixtures, including metal and chrome surfaces - water closets, urinals, washbasins, shower stalls, mirrors, waste receptacles, shelving, dispensers, and wall surfaces, utilizing a germicidal detergent solution.
   d. All fixtures and metal surfaces (washbasins, urinals, toilets, shower stalls, etc.) shall be cleaned with an approved germicidal detergent solution; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.
   e. Empty waste receptacles, service/supplies, paper towels, soap, toilet paper, and seat cover dispensers. Empty, clean, and disinfect sanitary napkin receptacles; replace soiled bags with new ones. Collect soiled bags in separate containers for disposal.

f. All supplies shall be provided, and waste receptacles shall be emptied and sanitary napkin dispensers emptied, cleaned, disinfected, and new bags inserted.
g. Smudges, marks, or spots shall have been removed without causing unsightly discoloration. Wipe down high-touch areas, such as door handles, telephones, and other frequently touched surfaces.
h. There shall be no dust streaks. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.
i. Contractor is required to plunge any water closets that are clogged to the best of their abilities. The contractor must alert the City of any water closet that remains clogged after unsuccessfully attempting to unclog it.

2. Weekly
   a. Floors shall be free of streaks, mop-strand marks, and skipped areas. All walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.
   b. Damp wiping the full surface area of all stall partitions, doors, counter tops, shelves, and wastepaper receptacles utilizing a multipurpose germicidal cleaner without causing unsightly discoloration.
   c. All dirt, dust, water stains, spots, streaks, and smudges shall be removed from the surfaces.
   d. Prime and treat floor drains with an approved liquid enzyme treatment to reduce odors and gas smells.
3. Monthly
   a. Damp mop and wax all hard and resilient flooring. The finished area shall have a uniform luster. Walls, baseboards, and other surfaces shall be free of residue.
   b. All grout lines shall be free of all stains and discoloration.
4. Quarterly
   a. Stripping: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns, or scuffmarks. There shall be no buildup in corners or crevices.
   b. Finishing: Walls, baseboards, and other surfaces shall be free of finish residue and marks from the equipment. Floors shall be free of streaks, mop strand marks, and skipped areas.

B-4 DRINKING FOUNTAINS

1. Daily
   a. The stainless-steel surface shall be clean and bright, and it shall be free of dust, spots, stains, and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds, and other debris.

B-5 CARPET SHAMPOOING

1. Weekly
    a. During the week, check and spot clean corridors, lobbies, individual areas, conference rooms, and all other carpeted areas on the floors as needed. Spot cleaning is to be conducted as recommended by the manufacturer.
2. Quarterly
    a. Carpets in lobbies, entrances, elevators, and corridors are to be shampooed during non-office hours.

B-6 MODULAR SYSTEM FURNITURE AND UPHOLSTERED FURNITURE

1. Monthly
    a. Thoroughly vacuum to remove embedded dirt and dust.
    b. Spot cleaning upholstered furniture with approved cleaner.
    c. Do not read or remove any materials left on desks, file cabinets, etc.
    d. Do not use computers or telephones for personal calls.
    e. Do not open drawers, doors, etc. of office furniture.

B-7 INTERIOR WINDOWS AND GLASS

1. Monthly
    a. Wash interior building windows, including glass doors, and all plates around windows and glass.
    b. Surfaces shall be clean and free of dust. Where glass is present, both sides shall be clean and free of streaks.

B-8 EXTERIOR WINDOWS

Exterior windows shall be cleaned during the following months:

- January
- April
- July
- October

B-9 HIGHER ELEVATION AREA CLEANING

1. Monthly
    a. Clean surfaces and objects in the buildings are approximately 70 inches or more from the floor. This includes, but is not limited to, the wall and ceiling areas, ventilation and air conditioning outlets, the top of partitions, pictures, plaques, file cases, bookcases, light fixtures, window seals, etc.

B-10 ELEVATOR

1. Daily
    a. Metal surfaces shall be free of smears, stains, and finger marks. They shall be clean, bright, and polished to a uniform luster.
    b. The area is to be vacuumed to remove obvious dirt.

B-11 CITY HALL EXTERIOR MAINTENANCE

1. Daily
    a. Removal of all litter along the building perimeter and the northeastern parking lot.
    b. Trash receptacles are to be empty, and liners are to be replaced.
2. Monthly
    a. Pressure washing of sidewalks and benches.

B-12 PRESSURE WASHING OF CITY ASSETS

Services include tasks and processes to ensure the city's assets are cleaned and free of dirt and grime. Services are to be conducted with a hot water unit. Contractor shall provide equipment to transport water to each facility. The city may provide a water filling location upon advance scheduling with a city representative.

1. City Hall
    a. Site is to be addressed monthly.
    b. Pressure Washing services shall address all sidewalks, benches, and railings along the perimeter of the building site.
2. Parks
    a. Services are to be provided monthly.
    b. Park Amenities to be addressed are, but not limited to: Picnic Tables, Steel Benches, Water Fountains, Playgrounds surfaces, Trash Cans, and Dog Bag Dispensers.
    c. Gazebo and surrounding concrete surfaces are to be addressed as needed and upon request from city staff.
    d. Pressure washing nozzles are to remain 10-12 inches away from any surface to prevent any damage to park amenities
3. On-Call Services
    a. On-call services shall be available and billed separately from standard city services.
    b. On-call services are to include the removal of graffiti larger than 2 square feet of surface area.

B-13 PARK FACILITIES

1. Trash Disposal
    a. Trash Receptacles: Remove/empty trash bags from receptacle, replace trash bags, and remove trash to a designated disposal area. *(Liners are to be replaced daily)*
        i. Marna O'Brien – 11 receptacles
        ii. Heritage Park – 5 receptacles
        iii. Windsong Park – 3 receptacles
        iv. Malaga Park – 2 receptacles
        v. Park at Boulder Creek – 4 receptacles
        vi. 20 Acre Park – *Amount yet to be determined*

b. Each site in its entirety should be inspected for litter. Litter and debris are to be removed from each location. All sidewalks, picnic areas, playgrounds, shrub gardens, basketball courts, parking lots, bleachers, benches, turf, and structures are to be free of all litter and debris.
c. All trash accumulated from all park locations is to be disposed of in the Marna O'Brien Park dumpster located at the southern parking lot entrance.

2. Recycling Receptacles
    a. Remove/empty recycling bags from the receptacle, replace bags, and remove recyclables to a designated disposal area.
    b. All accumulated recycling bags are to be disposed of in the Marna O'Brien Park dumpster location at the southern parking lot entrance.
        i. Marna O'Brien Park – 3 receptacles
        ii. Heritage Park – 2 receptacles
        iii. Windsong Park – 1 receptacle
3. Picnic Shelters/ Gazebos
    a. Wipe down tables, sweep the surrounding area, dispose of the charcoal, and clean the BBQ.
    b. Spot cleaning of concrete surfaces to be free of grime and dirt.
4. Drinking Fountains
    a. The stainless-steel surface shall be clean and bright, and it shall be free of dust, spots, stains, and streaks
        i. Marna O'Brien Park – 3 fountain units
5. Dog Bag Dispensers
    a. Dispenser surface is to be cleaned daily and free of any
    b. Dispensers are to be refilled as needed.
    c. Bags are to be supplied by the contractor and to be form-fitting to the dispenser.
        i. Marna O'Brien Park – 3 dispensers
        ii. Heritage Park – 2 dispensers
        iii. Windsong Park – 2 dispensers
        iv. Park at Boulder Creek – 3 dispensers
6. Bleachers and Benches
    a. Area shall be cleaned daily to be free of dirt, litter, including food debris, and grime.
    b. Surfaces shall be wiped down.
7. Snack Bar and Building
    a. Roll-up doors shall be swiped down streak-free
    b. Hard counters shall be swiped down daily and be free of all dirt and grime.
    c. Sweep and wet mop or scrub interior floors utilizing a cleaner/ disinfectant weekly

d. All stainless-steel surfaces are disinfected utilizing a germicidal detergent solution.

8. Playgrounds
    a. Play structures are free of debris and are to be blown free of all wood fiber material
    b. Slides are to be free of streak marks.
    c. Surrounding walkways are to be free of all litter, debris, and wood fiber.
    d. Graffiti is to be removed with approved cleaners that will not damage the surface of play equipment.
    e. Vandalism is to be reported to the Senior Facilities Maintenance Worker.
9. Restrooms
    a. Sweep and wet mop or scrub floors utilizing a cleaner disinfectant.
    b. All fixtures and metal surfaces (washbasins, urinals, toilets, shower stalls, etc.) shall be cleaned with an approved germicidal detergent solution; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.
    c. The floors shall be cleaned with a germicidal detergent solution and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry, and the corners clean.
    d. Maintain all drains clean and clear of debris and grime.
    e. Clean and sanitize all fixtures, including metal and chrome surfaces - water closets, urinals, washbasins.
    f. Supply and refill hand soap solution for all dispensers.
    g. Empty waste receptacles, service/supplies, paper towels, soap, toilet paper, and seat cover dispensers. Empty, clean, and disinfect sanitary napkin receptacles; replace soiled bags with new ones. Collect soiled bags in separate containers for disposal.
    h. Contractor is required to plunge any water closets that are clogged to the best of their abilities. The contractor must notify the city of any water closet that remains clogged after unsuccessfully attempting to unclog it.
    i. Weekly, all surfaces, including ceilings, should be cleared of dirt and debris.
    j. Monthly, all grout lines shall be free of all stains and discoloration.
10. Graffiti
    a. All graffiti is to be reported to the city's Facility Contract Specialist.
    b. Contractor will attempt to remove any graffiti within 2 square feet in size.

B-14 SPECIAL EVENTS JANITORIAL SERVICES

1. Provide onsite staff services during city-sponsored events.
    a. Set up and breakdown of trash receptacles
    b. Removal and replacement of trash and liners during the event.
    c. Pick up litter and debris produced during the event.

d. Porter services to the restroom when applicable for the duration of the event.
    i. Restrooms are to be checked every half hour to ensure cleanliness.
e. Upon completion of the event, walk through the site, removing all remaining debris and litter.
f. Transport all debris to the city-designated dumpster upon completion of the event.

2. Special Events staffing should be invoiced separately from the invoices for monthly services.

SECTION C – REQUIREMENTS FOR SUPPLIES

SB 1383 requires jurisdictions (cities, counties, cities and counties, or special districts that provide solid waste collection services) to purchase recycled-content paper products that are recyclable.

1. Contractor must provide Product Vendor Certification
    a. Written documentation from the product vendor certifying:
        i. The products are eligible to be labeled with an unqualified recyclable label, meaning that at least 60 percent of consumers or communities where the items are sold have access to recycling facilities for the products
        ii. The minimum percentage, if not the exact percentage, of postconsumer material in the products
2. Recycled-Content Requirements
    a. Paper products shall consist of at least 30 percent, by fiber weight, of postconsumer recycled content fiber, except as specified below:
        i. Toilet paper shall consist of at least 45 percent, by fiber weight, postconsumer recycled content fiber
        ii. Paper towels shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
        iii. Facial tissue shall consist of at least 10 percent, by fiber weight, postconsumer recycled content fiber
        iv. Toilet seat covers shall consist of at least 20 percent, by fiber weight, postconsumer recycled content fiber
        v. General purpose paper wipers shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
        vi. Food service ware, including but not limited to, napkins, plates, bowls, food trays, takeout boxes, placemats, etc. shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.
3. These minimum postconsumer recycled content fiber requirements are required when:

a. Available at no greater cost than nonrecycled products, and
b. Fitness and quality are equal to nonrecycled products

SECTION D - CITY OBSERVED HOLIDAYS

The following days are recognized and observed holidays:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day
3. Presidents' Day
4. Memorial Day
5. Independence Day (July 4)
6. Labor Day
7. Veterans Day (November 11) *
8. Thanksgiving Day
9. Day after Thanksgiving Day*
10. Each working day of the last calendar week of each calendar year, commencing December 24 and ending December 31

*These holidays are observed solely at the Wildomar Cemetery District site.

SECTION E – HOURS OF SERVICES

E-1 City Hall Common Area

1. Day Porter Services
   a. Services shall be conducted from the hours of 5:00am – 10:00am
   b. Service days are Monday – Friday, excluding city holidays.
   c. Services are to be provided during the last of week of December.

E-2 City occupied suites

1. Non-Business Hours Services
   a. Services shall be conducted between the hours of 7:00pm – 10:00pm
   b. Service days are Monday – Friday, excluding city holidays.

E-3 Wildomar Cemetery Buildings

1. Non-Business Hours Services
   a. Services shall be conducted from 4:00pm – 7:00pm
   b. Service days are Monday – Friday, excluding city holidays

E-4 Park Services

1. Services are to be conducted between the hours of 6:00am – 10:00am
2. Services are to be conducted daily, including weekends and holidays
3. Marna O'Brien Park is to receive a secondary service between 3:00pm – 5:00pm
4. All pressure washing services are to be conducted between 6:00am and 3:00pm.

PART IV – AGREEMENT FOR SERVICES

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,
a municipal corporation

and

The Cleaning Squad

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND

This Agreement for Services ("Agreement") is entered into as of this 19th day of Nov, 2025 by and between the City of Wildomar, a municipal corporation ("City") and The Cleanup Squad., a _____ ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by request for proposals the performance of the services defined and described particularly in Section 2 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for 3 years commencing on the date first ascribed above.

SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that

schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

ADDITIONAL SERVICES.

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

COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed $392,243.84 ~~($_____)~~, unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

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

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

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

INSPECTION AND FINAL ACCEPTANCE.

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

OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY

Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by service provider (collectively, "Documents") under this Agreement are City's property. Service Provider may retain copies of such Documents as desired but will deliver all original materials to City upon City's written notice. City agrees that use of Service Provider's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. Service Provider warrants that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, Service Provider understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Service Provider's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Service Provider is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by

Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All Final Work Product developed by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such Final Work Product if paid for by the City. This provision specifically excludes Service Providers' work notes and drafts, which are owned by Service Provider, not City.

SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

INDEPENDENT CONTRACTOR.

Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Nothing in this Agreement may be construed to be inconsistent with this relationship or status. Service Provider shall not at

any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Service Provider shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

STANDARD OF PERFORMANCE.

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

COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement.

Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section.

PREVAILING WAGE LAWS

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

NONDISCRIMINATION.

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

UNAUTHORIZED ALIENS.

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

CONFLICTS OF INTEREST.

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

City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is

unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

City understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

INDEMNIFICATION.

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

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

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

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

INSURANCE.

Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to

form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider agrees to provide City with copies of required policies upon request.

ASSIGNMENT.

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

CONTINUITY OF PERSONNEL.

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

TERMINATION OF AGREEMENT.

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

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

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

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

DEFAULT.

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

EXCUSABLE DELAYS.

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

COOPERATION BY CITY.

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

NOTICES.

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

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

To Service Provider: The Cleaning Squad
27576 Commerce Center Drive
Suite 208
Temecula CA 92590

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

AUTHORITY TO EXECUTE.

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

ADMINISTRATION AND IMPLEMENTATION.

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

BINDING EFFECT.

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

AMENDMENT.

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

WAIVER.

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

LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

ATTORNEYS FEES, COSTS AND EXPENSES.

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

ENTIRE AGREEMENT.

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

SEVERABILITY.

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

CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

_____
Daniel A. York
City Manager

ATTEST:

_____
Janet Morales, CMC
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

_____

"Service Provider": _____

By: _____ By: _____

Name: _____ Name: _____

Its (Title): _____ Its (Title): _____

NOTE: SERVICE PROVIDER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY

BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE PROVIDER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 11/20/2025, before me, Amber-Nichole Hess, Notary Public, personally appeared Michael P Willis, 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: _____
(Signature of Notary Public)

AMBER-NICHOLE HESS
COMM. #2442403
Notary Public - California
RIVERSIDE COUNTY
My Comm. Expires APRIL 23, 2027

Place Notary Seal Above

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☑ 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

Agreement
TITLE OR TYPE OF DOCUMENT

14
NUMBER OF PAGES

11/19/2025
DATE OF DOCUMENT

none
SIGNER(S) OTHER THAN NAMED ABOVE

RIV #4814-7282-0706 v1
4871-4063-9603 v1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ 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 #4814-7282-0706 v1
4871-4063-9603 v1

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

A. Cleaning of city locations and assets as described in this RFP document.

B. Porter services including trash and litter removal

C. Building and City Park pressure washing to include stain and graffiti removal

D. Carpet cleaning and window washing including high cleaning (windows, dusting, etc.)

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

A. Cleaning and porter services aligned with city recommended schedules such as daily, weekdays, weekly, monthly, quarterly and bi-annual intervals.

B. Acquisition and restocking of consumables including toilet paper, seat covers, paper towels, hand soap, hand sanitizer, trash bags and pet dispensers bags.

C. Monthly invoices detailing services provided, hours and consumables utilized.

D. Ad-hoc and monthly reports describing maintenance issues, anamolies or situations requiring the cities attention.

III. During performance of the Services, Service Provider will keep the City appraised of the status of performance by delivering the following status reports:

A. Task Reports and Quality Control Reporting

B. Issues and Resolutions

C. Staff reporting such as personnel changes, workforce utlization

D. Special Event Reporting including services rendered, event-specific issues and feedback

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

A. Ad-hoc reports: For emergencies, special events or high priority events such as unsafe or unservicable assets, vandalism, etc.

B. Monthly invoices and activity reporting.

C. Quarterly status reports including recommendations for improvement or preventive maintenance needs

D. Annual report summarizing activities, highlights and successes. Including recommendations for the following year.

V. Service Provider will utilize the following personnel to accomplish the Services:

A. Sidney Iskades

B. Mya Hernandez

C. Chrichelle Grinstead

D. Carmina Hart

Tai Hollins

Ana Ruvalcaba

Haylee Padilla

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

A. None, all internal staff are planned

B.

C.

D.

EXHIBIT "B"
COMPENSATION

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

A. [job] Supervisor [hourly rate] $20 - $25/hour

B. [job] Lead Cleaner [hourly rate] $20 - $23/hour

C. [job] Professional Cleaner [hourly rate] $16 - $20/hour

D. [job] Field Technician [hourly rate] $18 - $25/hour

E. [job] _____ [hourly rate] _____

II. Service Provider may utilize sub-contractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed $ $28 per hour without written authorization from the City Manager or his designee.

IV. The total compensation for the Services shall not exceed $ $392,243.84, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

* $392,243.84 is a 3x year total project price as specified by the contract duration. The annual price is $130,747.95 for each of the three years.

Exhibit C

Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Service Provider has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

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

Other Insurance Provisions

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

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

Primary Coverage

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

Notice of Cancellation

Service Provider shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Service Provider shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Service Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

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

Verification of Coverage

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

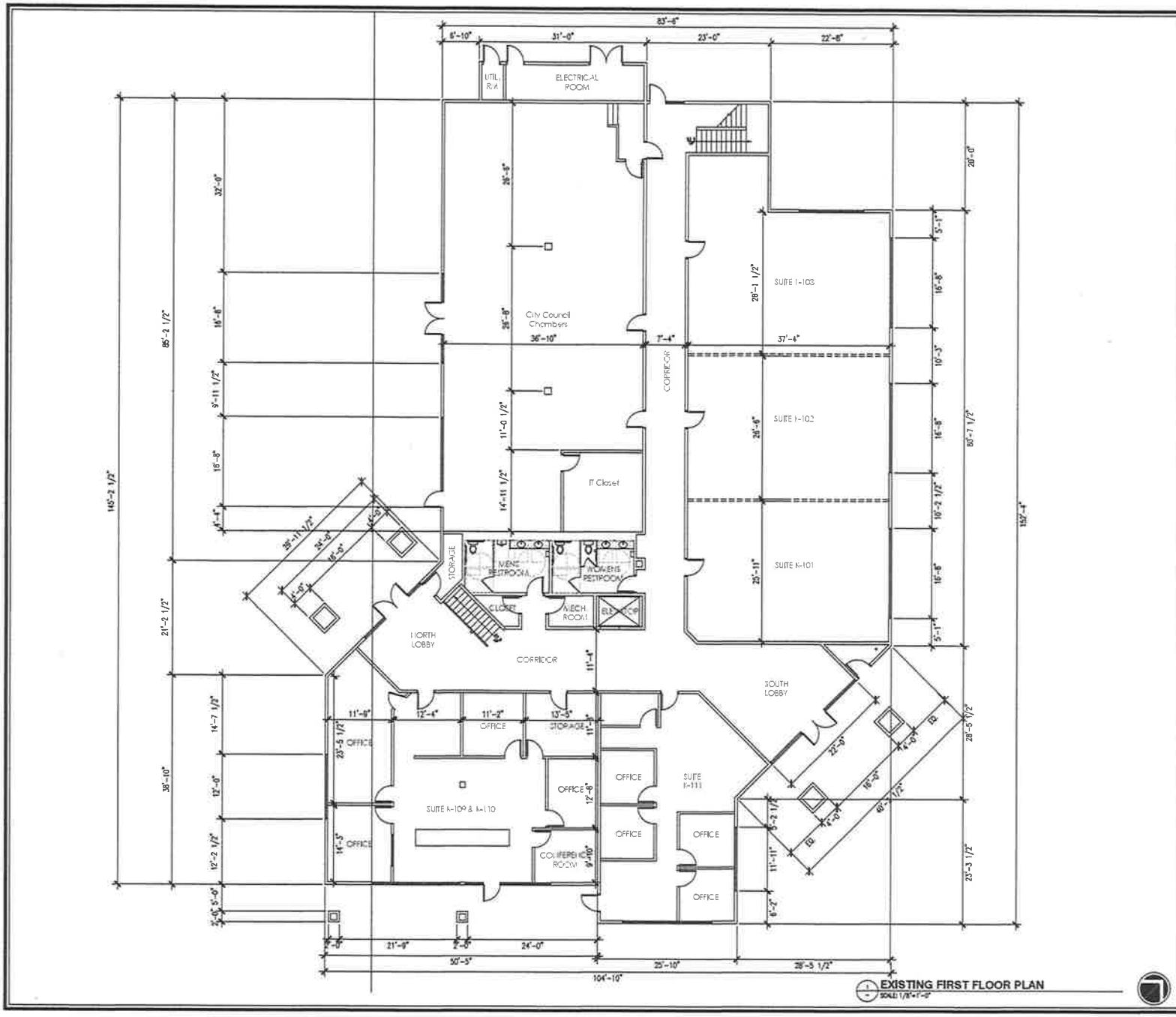
Subcontractors

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

Special Risks or Circumstances

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

PART V – FACILITY SITE MAPS



EXISTING FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

LEGEND

EXISTING WOOD CONSTRUCTION

EXISTING WALL TO BE REMOVED

GENERAL NOTES

A. ALL DIMENSIONS ARE TO BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.

EMPIRE DESIGN GROUP Inc.
511 N Main St.
Lake Elsinore, CA 92530
951-886-1480
EmpireDesignGroup_biz

CLIENT:

CITY OF WILDOMAR

CITY HALL WILDOMAR
23873 CLINTON KEITH ROAD
SUITE 110, WILDOMAR, CA 92595

ARCHITECT OF RECORD:
GREGORY S. HANN, AIA
511 N MAIN STREET
LAKE ELSINORE, CA 92530
TEL: 951-696-1490
CELL: 951-609-7801
E-MAIL: ghann@empiregr.biz

SEAL:

STATE OF CALIFORNIA
GREGORY SCOTT HANN
CA 92863
LICENSED ARCHITECT

Date: JANUARY 08, 2024

Project Number: EDG#04966

NO.	DATE	REVISION DESCRIPTION

DRAWING TITLE:

EXISTING/DEMO FIRST FLOOR PLAN

SHEET NO:

AB 1.0

EMPIRE DESIGN GROUP...

CITY OF WILDOMAR

CITY HALL WILDOMAR
23873 CLINTON KEITH ROAD
SUITE 110, WILDOMAR, CA 92595

EXISTING/DEMO SECOND FLOOR PLAN

AB 1.1

LEGEND

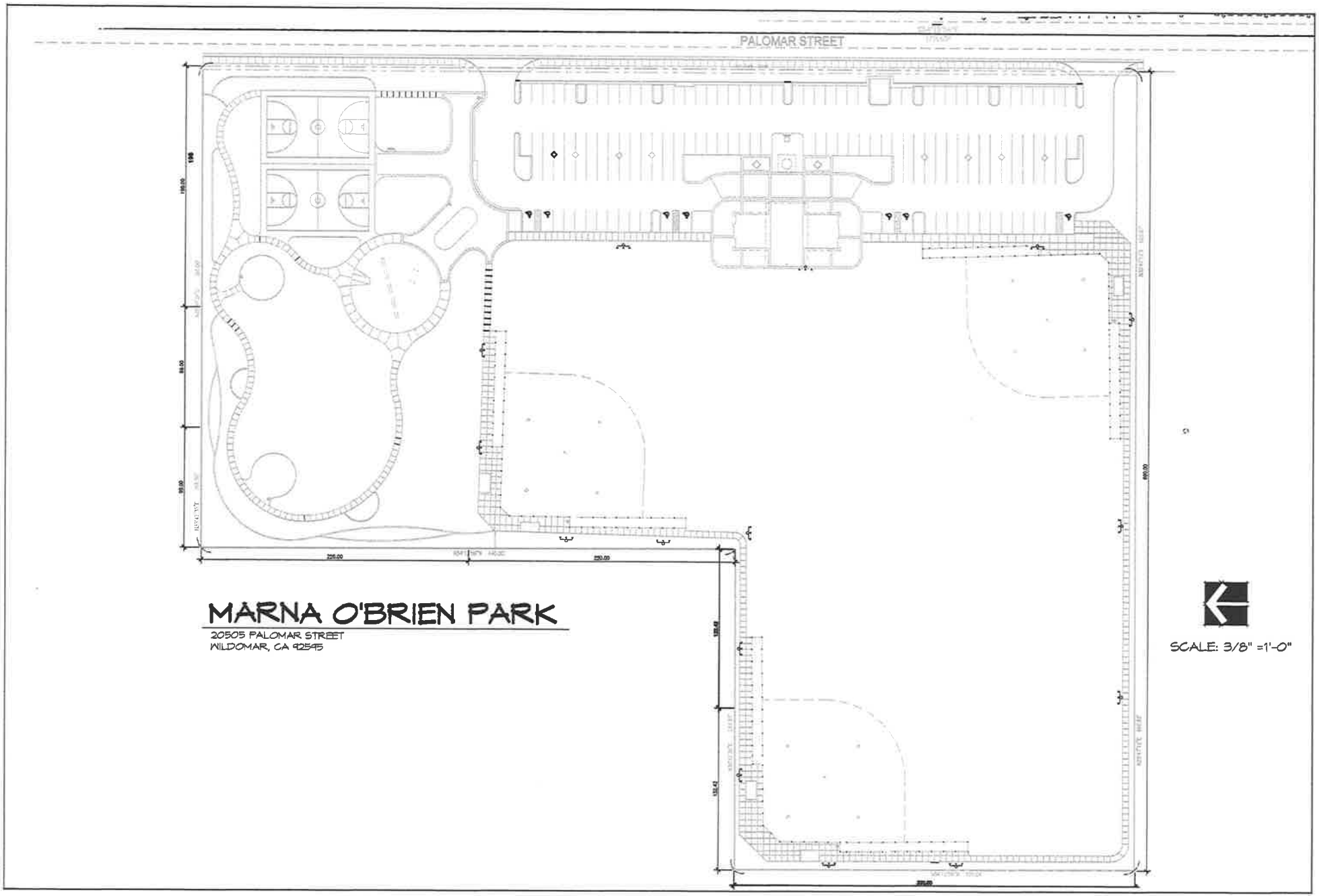
EXISTING WOOD CONSTRUCTION

EXISTING WALL TO BE REMOVED

GENERAL NOTES

A. ALL DIMENSIONS ARE TO BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.

1 EXISTING SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"



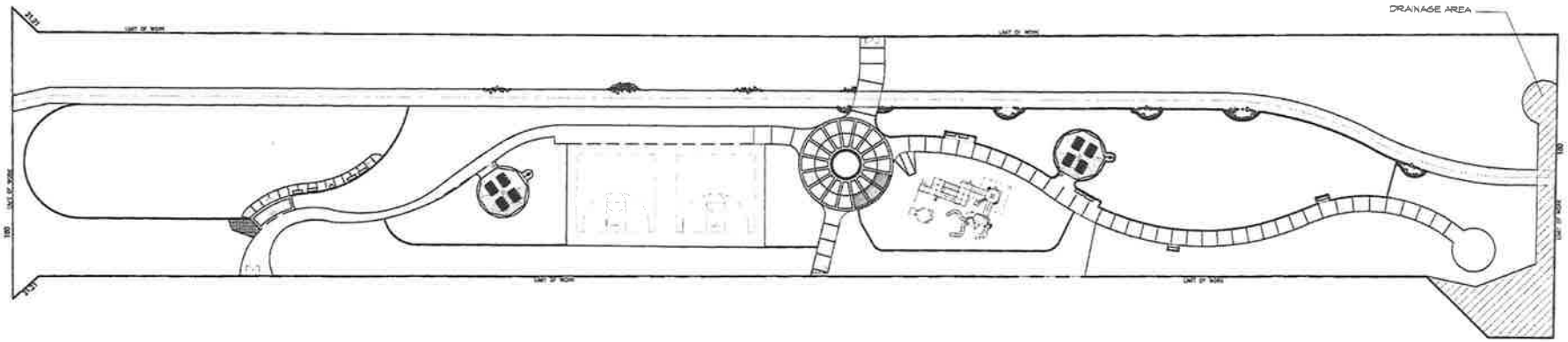
MARNA O'BRIEN PARK

20505 PALOMAR STREET
WILDOMAR, CA 92595

SCALE: 3/8" =1'-0"

REGENCY HERITAGE PARK

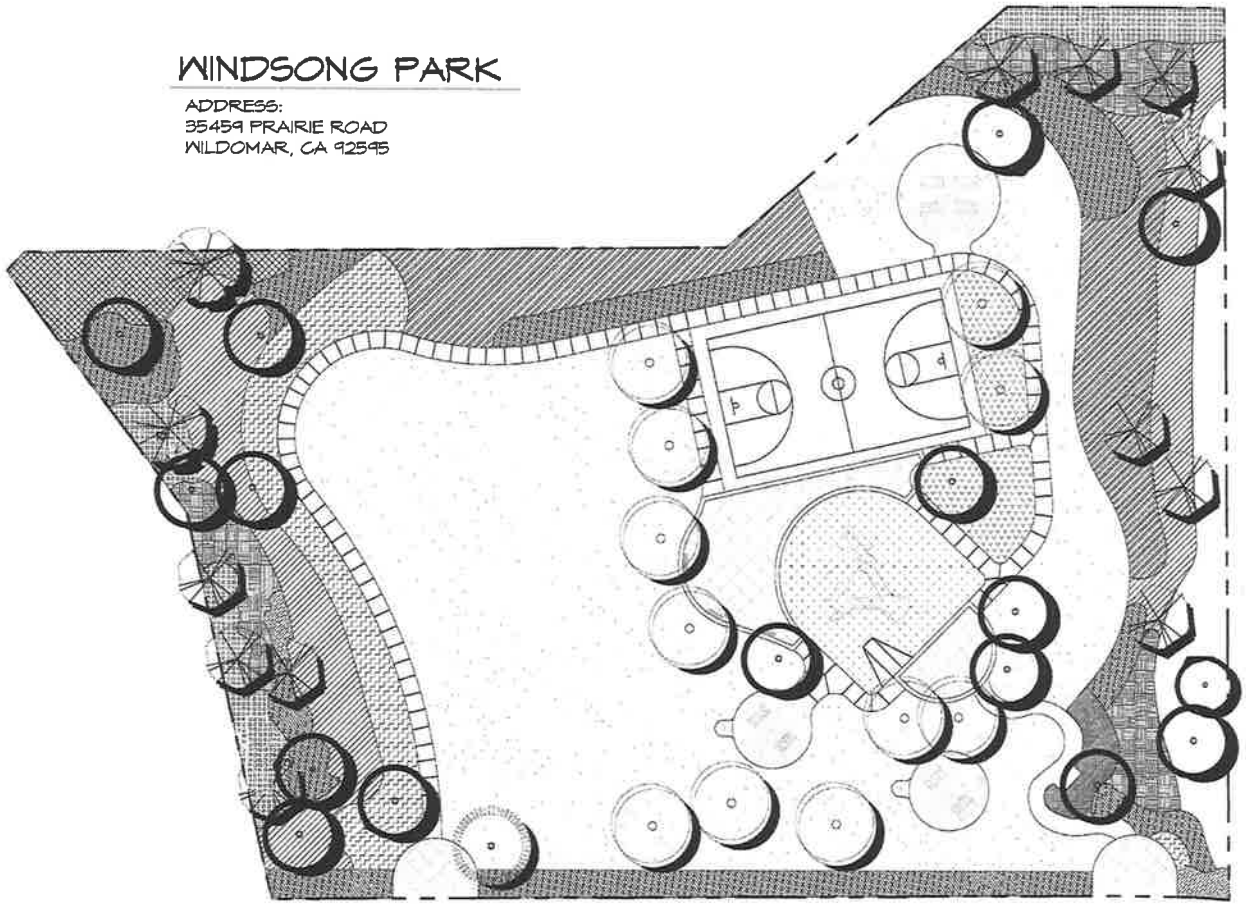
ADDRESS:
20171 AUTUMN OAKS PLACE
WILDOMAR, CA 9259



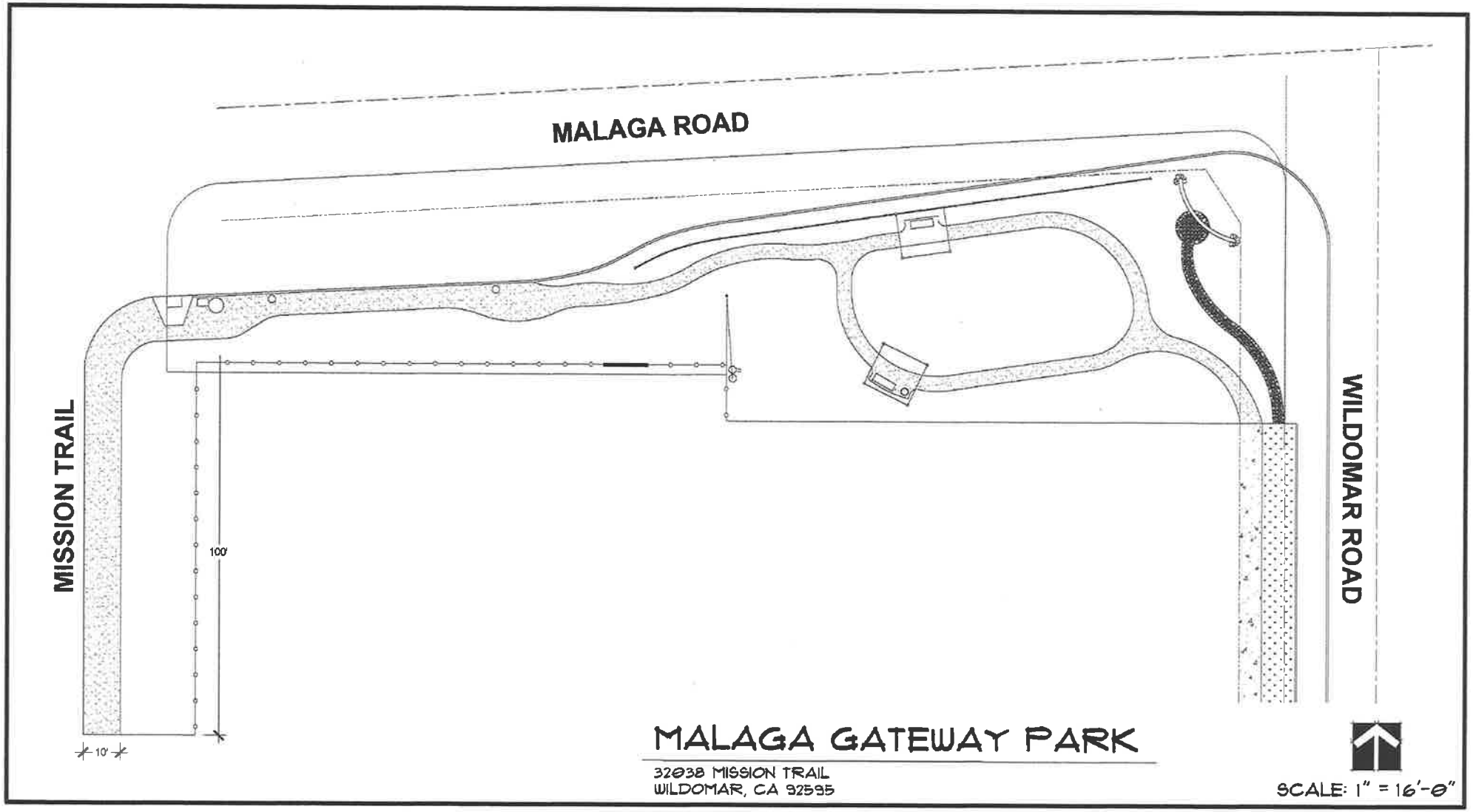
SCALE: 1" = 30'-0"

WINDSONG PARK

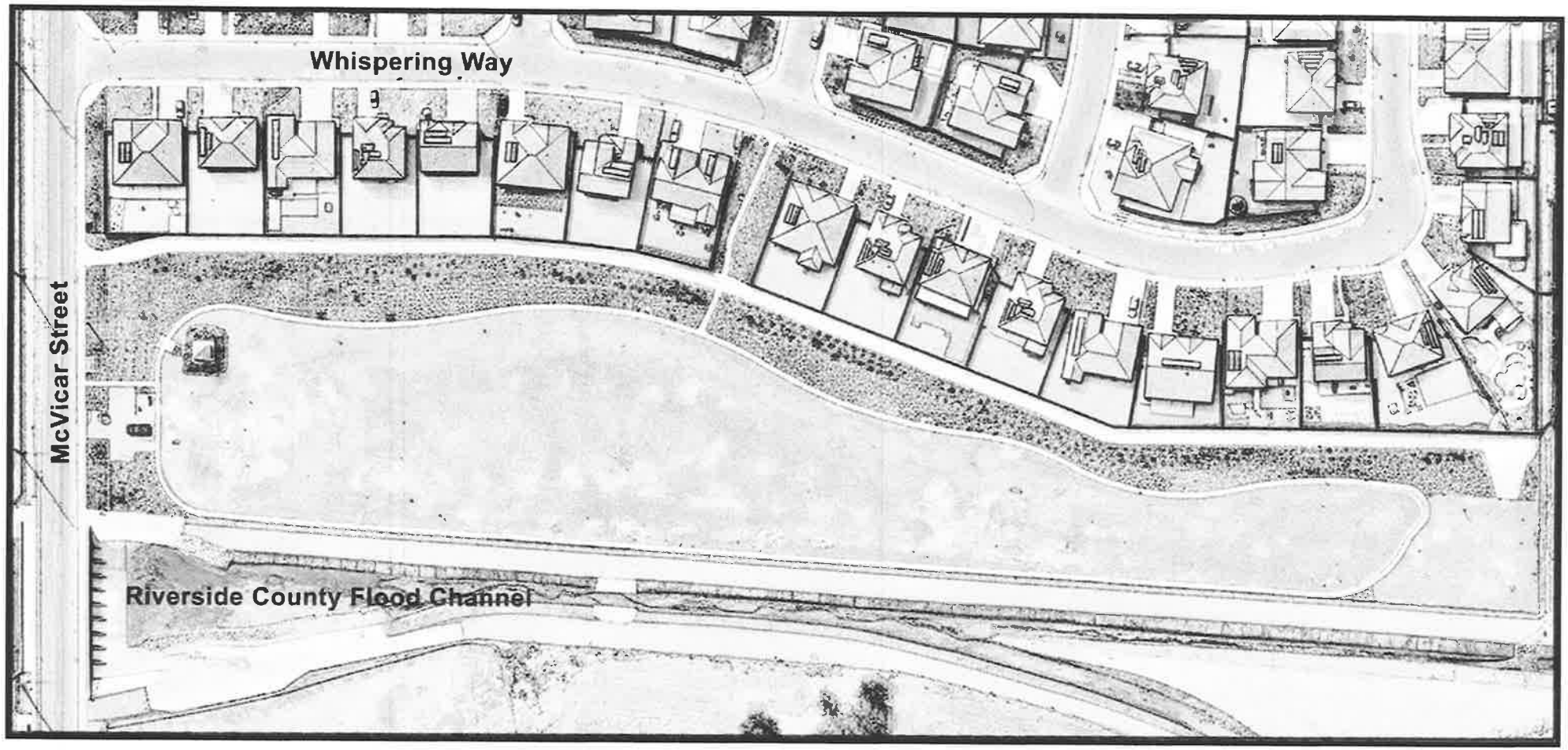
ADDRESS:
35459 PRAIRIE ROAD
WILDOMAR, CA 92595



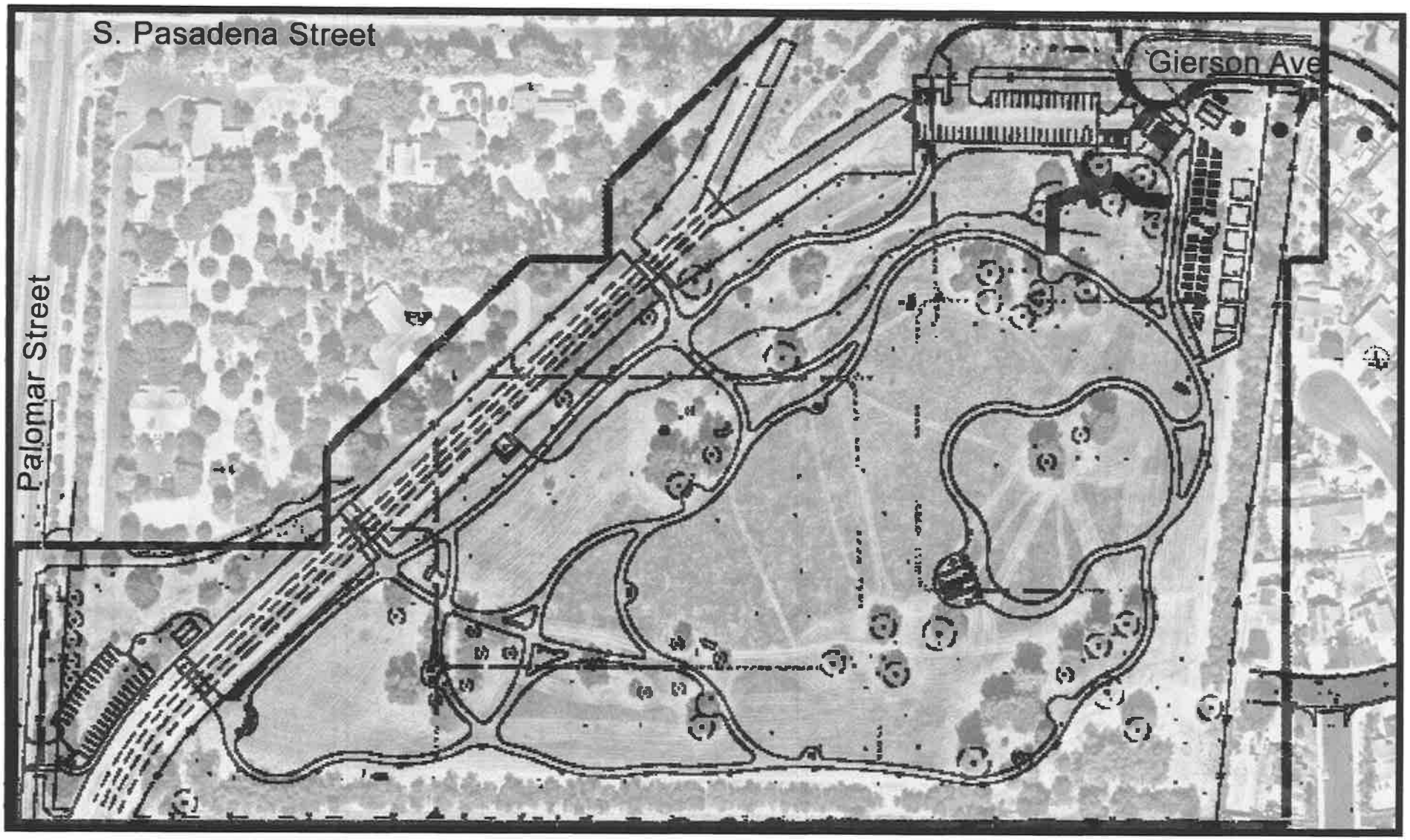
SCALE: 1" = 20'-0"


MALAGA ROAD
MISSION TRAIL
WILDOMAR ROAD
100'
10'
MALAGA GATEWAY PARK
32038 MISSION TRAIL
WILDOMAR, CA 92595
SCALE: 1" = 16'-0"

Park at Boulder Creek
32725 McVicar Street
Wildomar, CA. 92595



20-Acre Park
Wildomar, CA. 92595



ADDENDUM No. 1
For
Janitorial Services for City Facilities
November 13, 2025

The following amendments are made to the Plans and Bid Documents for the Janitorial Services for City Facilities

Item 1 – Response to Contractor Questions:

Question 1: Could you please provide the product amounts typically used for your paper levels (toilet paper and seat covers)?

Question 2: Could you please provide an average usage of supplies at each location on a monthly basis?

RESPONSE:
City Hall
2-Case of toilet paper for a month.
3-Case of hand towels for a month.
1-Case of hand soap.
1-Case of plastic bag 40×48.
1-Case of plastic bag 30×37.
Parks
1 ½ -Cases of toilet paper for a month.
1-Case of hand soap.
1-Case of plastic bag 40×48.

Approved By:_____ DATE:_____
Daniel Torres, Community Services Director

Acknowledged By: _____ DATE: 19 Nov 2025
Proposer's Signature

11/20/25 see attached Certificate

ADDENDUM NO. 1 MUST BE SIGNED AND RETURNED WITH PROPOSAL

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On November 20, 2025 before me, Amber-Nichole Hess, Notary Public
(insert name and title of the officer)

personally appeared Michael P. Willis,
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.

AMBER-NICHOLE HESS
COMM. #2442403
Notary Public - California
RIVERSIDE COUNTY
My Comm. Expires APRIL 23, 2027

Signature _____ (Seal)

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,
a municipal corporation

and

ADVENTURES IN CLEANING, INC. DBA
THE CLEANING SQUAD

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
ADVENTURE IN CLEANING, INC. DBA THE CLEAING SQUAD

This Agreement for Services ("Agreement") is entered into as of this 14TH day of January, 2026 by and between the City of Wildomar, a municipal corporation ("City") and Adventures In Cleaning, Inc DBA The Cleaning Squad, a professional janitorial service corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by Request for Proposal the performance of the services defined and described particularly in Section 2 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20, "Termination of Agreement," of this Agreement, the Term of this Agreement is 3 years, with two (2) one-year extensions, commencing on February 1, 2026.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed three hundred ninety-eight thousand nine hundred ninety-four dollars with forty-eight cents ($398,994.48), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

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

(c) Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by City, City will use its best efforts to cause Service

Provider to be paid within forty-five (45) days of receipt of Service Provider's correct and undisputed invoice.

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY

Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by service provider (collectively, "Documents") under this Agreement are City's property. Service Provider may retain copies of such Documents as desired but will deliver all original materials to City upon City's written notice. City agrees that use of Service Provider's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. Service Provider warrants that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, Service Provider understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Service Provider's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Service Provider is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

All Final Work Product developed by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such Final Work Product if paid for by the City. This provision specifically excludes Service Providers' work notes and drafts, which are owned by Service Provider, not City.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

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

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider shall keep itself informed of and comply with all applicable

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

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

(c) City understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

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

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

or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

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

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

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

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

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

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

SECTION 23. COOPERATION BY CITY.

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

SECTION 24. NOTICES.

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

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

To Service Provider: Adventures In Cleaning, Inc. DBA The Cleaning Squad
Attn: Michael Willis

27576 Commerce Center Drive, Suite 208
Temecula, CA. 92590

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

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

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

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

SECTION 29. WAIVER.

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

provision of this Agreement. Acceptance by City of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

_____

Chris Mann

City Manager

ATTEST:

_____
Janet Morales, CMC
City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex
City Attorney

_____

Adventures In Cleaning, Inc. DBA The Cleaning Squad

_____ By: _____
Michael Willis Name: _____
President Its (Title): _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 12/26/25, before me, Amber-Nichole Hess, personally appeared Michael Willis, 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: _____
Signature of Notary Public

AMBER-NICHOLE HESS
COMM. #2442403
Notary Public - California
RIVERSIDE COUNTY
My Comm. Expires APRIL 23, 2027

Place Notary Seal Above

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☑ CORPORATE OFFICER
  Michael Willis
  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

Agreement for Services
TITLE OR TYPE OF DOCUMENT

31
NUMBER OF PAGES

1/14/2026
DATE OF DOCUMENT

City of Wildomar
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

  _____

- ☐ PARTNER(S) TITLE(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

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

A. Services listed under Part III of the RFP document listed at Exhibit A-1.

B. Porter services including trash and litter removal.

C. Building and City Park pressure washing to include stain and graffiti removal.

D. Carpet cleaning and window washing, including high cleaning (window, dusting, etc.)

II. As part of the Services, Service Provider will prepare and deliver the following tangible work products to the City:

A. Cleaning and porter services aligned with the city-recommended schedule, such as daily, weekdays, weekly, monthly, quarterly, and bi-annual intervals.

B. Acquisition and restocking of consumables, including toilet paper, seat covers, paper towels, hand soap, hand sanitizer, trash bags, and pet dispenser bags.

C. Monthly invoices detailing services provided, hours, and consumables utilized.

D. Ad-hoc and monthly reports describing maintenance issues, anomalies, or situations requiring the city's attention.

III. During performance of the Services, Service Provider will keep the City appraised of the status of performance by delivering the following status reports:

A. Task Reports and Quality Reporting.

B. Issues and Resolutions.

C. Staff reporting, such as personnel changes, workforce utilization.

D. Special Event Reporting, including services rendered, event-specific issues, and feedback.

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

A. Ad-hoc reports pertaining to emergencies, special events, or high-priority events, such as unsafe or unserviceable assets, vandalism, etc.

B. Monthly invoices and activity reports.

C. Quarterly status reports, including recommendations for improvement or preventive maintenance needs.

D. Annual reports summarizing activities, highlights and successes, including recommendations for following year.

V. Service Provider will utilize the following personnel to accomplish the Services:

A. Sidney Iskades

B. Mya Hernandez

C. Chrichelle Grinstead

D. Carmina Hart

E. Tai Hollins

F. Ana Ruvalcaba

G. Haylee Padilla

VI. Service Provider will utilize the following subcontractors to accomplish the Services:

A. None, all internal staff are planned.

B.

C.

D.

EXHIBIT "A-1"

PART III – SPECIFICATIONS FOR JANITORIAL SERVICES
SECTION A – GENERAL PROVISIONS

Specifications are intended to establish an acceptable level of service. Cleaning frequencies are established as general guidelines; they are not to be construed as absolute. All items not specifically included but found to be necessary to properly clean the building shall be included as though written into these Specifications.

Contractor is advised that City facilities are frequently used for citywide meetings and special events, and that such use may require additional services. Therefore, the Contractor shall ensure sufficient flexibility in staff scheduling to ensure the servicing of all restrooms, offices, etc.

Contractor shall be responsible for complying with all applicable safety and health regulations, including, but not limited to, California Code of Regulations (CCR) Title 8, Section 32202 General Industry Safety Orders.

Contractor will be required to provide SDS sheets for every chemical utilized by their employees at the City Facilities.

Uniform is defined as a clean, long or short-sleeved (no sleeveless or tank top) shirt with a collar, worn with pants (no mid-calf or short pants), with the company name on the shirt. All uniforms must be the same color. The contractor is responsible for all uniforms and attire worn by custodial staff.

Contractor-issued photo identification cards are to be worn on the uniform while each employee is working in any City facility.

Contractor will be required to implement a time-tracking system for all janitorial employees, with facility-specific time stamping. It is the contractor's responsibility to select, purchase, and maintain the time-tracking system.

The Contractor is allowed to drive company vehicles in the Parks. All vehicles must be driven only on designated paths of travel. Vehicles are not allowed to be driven on turf or landscaping.

At least one crew member shall be fluent in English. (speak, read, and understand English).

The Contractor shall be responsible for instructing employees in utility conservation practices and shall operate in such a manner that precludes the waste of utilities. All lights and water must be turned off upon completion of daily services.

The disposal of all water and chemicals is to be properly drained into city-designated drains. Mop buckets and chemicals are not to be emptied on the sidewalk or planters.

This contract is overseen by the city's Senior Facilities Maintenance Worker. All correspondence regarding these requested services shall be directed to this member of city staff.

No key issued to the Contractor by the City shall be duplicated. The Contractor shall develop procedures covering key controls that will be included in their Quality Control plan.

Monthly invoices shall be itemized by site location with subcategories for services performed. Any invoices not submitted in this manner will be rejected for processing.

During the initial year of this Agreement, the City shall place two additional park locations into service. One such location, the Park at Boulder Creek, has been developed and is currently maintained by a housing developer. This 20-acre site shall serve as an open-space park with perimeter trailways, dog waste bag dispensers, and trash receptacles. The City shall determine the final list of amenities for each park at a later date. Maintenance services and related invoicing shall commence upon written authorization from the City for the Contractor to proceed. Both park locations are anticipated to be formally accepted by the City during fiscal year 2025–2026.

SECTION B – SCOPE OF SERVICES

B-1 ENTRANCES, LOBBIES, AND CORRIDORS

1. Daily
    - **a.** Sweep bare floors and vacuum carpeted floor areas: Disinfect and polish metal doorknobs, push bars, kick plates, railings, and other metal surfaces. Clean spots and marks off walls, dust all surfaces within approximately 70 inches from the floor.
    - **b.** Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, under furniture, or behind doors. Carpets shall be clean and free from dust balls, dirt, and other debris.
    - **c.** Metal surfaces shall be free of smears, stains, and finger marks. They shall be clean, bright, and polished to a uniform luster.
    - **d.** Smudges, marks, or spots shall have been removed without causing unsightly discoloration. There shall be no dust streaks. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.
    - **e.** Damp mop and spray buff all hard and resilient floors. Floors shall be free of streaks, mop strands, marks, and skipped areas. Walls, baseboards

and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.

f. Clean both sides of the entrance door glass and the glass surrounding the entrance doors within reach. All glass shall be clean and free of dirt, grime, dust, streaks, watermarks, and spots, and shall not be cloudy.

2. Monthly

a. All grout lines shall be clean and free of stains and discoloration.

b. Wash the interior windows in these areas.

3. Quarterly

a. Thresholds shall be clean and free of oil, grease, dirt, and grime.

b. Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.

c. Wash the exterior windows in these areas.

B-2 CITY OCCUPIED SUITES CLEANING

Includes all office areas, file rooms, conference rooms, kitchens/lunchrooms, locker rooms, Council Chambers, lounges, and the corridor space adjacent to these areas.

1. Daily

a. Empty wastebaskets and remove trash to the designated disposal area. Clean washbasins and mirrors, as necessary; supply paper towels where dispensers are provided. Clean the areas used for solid waste collection. Wash or steam-clean all cans used for collecting food remnants, inside and out. No chemicals or cleaners shall be used without the manager's prior written consent.

b. All recyclable waste disposed of in designated recycling bins throughout the buildings shall be collected and removed to an area defined by the City.

c. Thoroughly germ-clean kitchen and lunchroom floors, including tables, chairs, and counter tops with approved disinfectants.

d. All solid waste generated in the building shall be collected and removed to the area designated for trash by the City.

e. Washbasins shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.

f. Clean interior of microwaves, sinks, ovens, stoves, refrigerators, and coffeepots.

g. Clean both sides of plate glass within the building. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime and shall not be cloudy. Cleaners shall be non-abrasive, and special care shall be taken to ensure that glass treatments (tinting) are not scratched.

h. In office areas, file rooms, conference rooms, and lounge areas, sweep floors, vacuum carpet, and extend the sweep or vacuum to remove

obvious dirt from around and under furniture. Remove gum from under desks and workstations. Carpet surfaces shall be free of obvious dirt, dust, and other debris.

i. The term carpet or carpeting is intended to include wall-to-wall carpeting as well as room-size rugs and area rugs.
j. Floor surfaces shall be free of obvious dirt or debris. Sweep with a chemically treated mop.
k. Available horizontal surfaces shall be free of obvious dust. Dust all blinds.
l. Dust with a treated dust cloth all horizontal surfaces that are readily available and visibly require dusting.
m. Carpet Spotting: Excessive buildup, spillages, or crusted material shall have been removed along with spots, smears, and stains. There shall be no evidence of fizzing caused by harsh rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpeting. Spot cleaning shall be performed according to the manufacturer's recommendations.
n. Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splashes and markings from the equipment. The finished area shall have a uniform luster.

B-3 RESTROOM

NOTE: CLEANING TOOLS USED IN RESTROOMS SHALL NOT BE UTILIZED IN GENERAL OFFICE AND OTHER AREAS (i.e., rags, mops, sponges, gloves, etc.)

1. Daily
   a. Sweep and wet mop or scrub floors utilizing a cleaner disinfectant.
   b. The floors shall be cleaned with a germicidal detergent solution and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry, and the corners clean.
   c. Clean and sanitize all fixtures, including metal and chrome surfaces - water closets, urinals, washbasins, shower stalls, mirrors, waste receptacles, shelving, dispensers, and wall surfaces, utilizing a germicidal detergent solution.
   d. All fixtures and metal surfaces (washbasins, urinals, toilets, shower stalls, etc.) shall be cleaned with an approved germicidal detergent solution; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.
   e. Empty waste receptacles, service/supplies, paper towels, soap, toilet paper, and seat cover dispensers. Empty, clean, and disinfect sanitary napkin receptacles; replace soiled bags with new ones. Collect soiled bags in separate containers for disposal.

f. All supplies shall be provided, and waste receptacles shall be emptied and sanitary napkin dispensers emptied, cleaned, disinfected, and new bags inserted.
g. Smudges, marks, or spots shall have been removed without causing unsightly discoloration. Wipe down high-touch areas, such as door handles, telephones, and other frequently touched surfaces.
h. There shall be no dust streaks. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.
i. Contractor is required to plunge any water closets that are clogged to the best of their abilities. The contractor must alert the City of any water closet that remains clogged after unsuccessfully attempting to unclog it.

2. Weekly
   a. Floors shall be free of streaks, mop-strand marks, and skipped areas. All walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.
   b. Damp wiping the full surface area of all stall partitions, doors, counter tops, shelves, and wastepaper receptacles utilizing a multipurpose germicidal cleaner without causing unsightly discoloration.
   c. All dirt, dust, water stains, spots, streaks, and smudges shall be removed from the surfaces.
   d. Prime and treat floor drains with an approved liquid enzyme treatment to reduce odors and gas smells.
3. Monthly
   a. Damp mop and wax all hard and resilient flooring. The finished area shall have a uniform luster. Walls, baseboards, and other surfaces shall be free of residue.
   b. All grout lines shall be free of all stains and discoloration.
4. Quarterly
   a. Stripping: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns, or scuffmarks. There shall be no buildup in corners or crevices.
   b. Finishing: Walls, baseboards, and other surfaces shall be free of finish residue and marks from the equipment. Floors shall be free of streaks, mop strand marks, and skipped areas.

B-4 DRINKING FOUNTAINS

1. Daily
   a. The stainless-steel surface shall be clean and bright, and it shall be free of dust, spots, stains, and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds, and other debris.

B-5 CARPET SHAMPOOING

1. Weekly
    a. During the week, check and spot clean corridors, lobbies, individual areas, conference rooms, and all other carpeted areas on the floors as needed. Spot cleaning is to be conducted as recommended by the manufacturer.
2. Quarterly
    a. Carpets in lobbies, entrances, elevators, and corridors are to be shampooed during non-office hours.

B-6 MODULAR SYSTEM FURNITURE AND UPHOLSTERED FURNITURE

1. Monthly
    a. Thoroughly vacuum to remove embedded dirt and dust.
    b. Spot cleaning upholstered furniture with approved cleaner.
    c. Do not read or remove any materials left on desks, file cabinets, etc.
    d. Do not use computers or telephones for personal calls.
    e. Do not open drawers, doors, etc. of office furniture.

B-7 INTERIOR WINDOWS AND GLASS

1. Monthly
    a. Wash interior building windows, including glass doors, and all plates around windows and glass.
    b. Surfaces shall be clean and free of dust. Where glass is present, both sides shall be clean and free of streaks.

B-8 EXTERIOR WINDOWS

Exterior windows shall be cleaned during the following months:

- January
- April
- July
- October

B-9 HIGHER ELEVATION AREA CLEANING

1. Monthly
    a. Clean surfaces and objects in the buildings are approximately 70 inches or more from the floor. This includes, but is not limited to, the wall and ceiling areas, ventilation and air conditioning outlets, the top of partitions, pictures, plaques, file cases, bookcases, light fixtures, window seals, etc.

B-10 ELEVATOR

1. Daily
    a. Metal surfaces shall be free of smears, stains, and finger marks. They shall be clean, bright, and polished to a uniform luster.
    b. The area is to be vacuumed to remove obvious dirt.

B-11 CITY HALL EXTERIOR MAINTENANCE

1. Daily
    - **a.** Removal of all litter along the building perimeter and the northeastern parking lot.
    - **b.** Trash receptacles are to be empty, and liners are to be replaced.
2. Monthly
    - **a.** Pressure washing of sidewalks and benches.

B-12 PRESSURE WASHING OF CITY ASSETS

Services include tasks and processes to ensure the city's assets are cleaned and free of dirt and grime. Services are to be conducted with a hot water unit. Contractor shall provide equipment to transport water to each facility. The city may provide a water filling location upon advance scheduling with a city representative.

1. City Hall
    - a. Site is to be addressed monthly.
    - b. Pressure Washing services shall address all sidewalks, benches, and railings along the perimeter of the building site.
2. Parks
    - **a.** Services are to be provided monthly.
    - **b.** Park Amenities to be addressed are, but not limited to: Picnic Tables, Steel Benches, Water Fountains, Playgrounds surfaces, Trash Cans, and Dog Bag Dispensers.
    - **c.** Gazebo and surrounding concrete surfaces are to be addressed as needed and upon request from city staff.
    - **d.** Pressure washing nozzles are to remain 10-12 inches away from any surface to prevent any damage to park amenities
3. On-Call Services
    - **a.** On-call services shall be available and billed separately from standard city services.
    - **b.** On-call services are to include the removal of graffiti larger than 2 square feet of surface area.

B-13 PARK FACILITIES

1. Trash Disposal
    - **a.** Trash Receptacles: Remove/empty trash bags from receptacle, replace trash bags, and remove trash to a designated disposal area. *(Liners are to be replaced daily)*
        - **i.** Marna O'Brien – 11 receptacles
        - **ii.** Heritage Park – 5 receptacles
        - **iii.** Windsong Park – 3 receptacles
        - **iv.** Malaga Park – 2 receptacles
        - **v.** Park at Boulder Creek – 4 receptacles
        - **vi.** 20 Acre Park – *Amount yet to be determined*

b. Each site in its entirety should be inspected for litter. Litter and debris are to be removed from each location. All sidewalks, picnic areas, playgrounds, shrub gardens, basketball courts, parking lots, bleachers, benches, turf, and structures are to be free of all litter and debris.
c. All trash accumulated from all park locations is to be disposed of in the Marna O'Brien Park dumpster located at the southern parking lot entrance.

2. Recycling Receptacles
    a. Remove/empty recycling bags from the receptacle, replace bags, and remove recyclables to a designated disposal area.
    b. All accumulated recycling bags are to be disposed of in the Marna O'Brien Park dumpster location at the southern parking lot entrance.
        i. Marna O'Brien Park – 3 receptacles
        ii. Heritage Park – 2 receptacles
        iii. Windsong Park – 1 receptacle
3. Picnic Shelters/ Gazebos
    a. Wipe down tables, sweep the surrounding area, dispose of the charcoal, and clean the BBQ.
    b. Spot cleaning of concrete surfaces to be free of grime and dirt.
4. Drinking Fountains
    a. The stainless-steel surface shall be clean and bright, and it shall be free of dust, spots, stains, and streaks
        i. Marna O'Brien Park – 3 fountain units
5. Dog Bag Dispensers
    a. Dispenser surface is to be cleaned daily and free of any
    b. Dispensers are to be refilled as needed.
    c. Bags are to be supplied by the contractor and to be form-fitting to the dispenser.
        i. Marna O'Brien Park – 3 dispensers
        ii. Heritage Park – 2 dispensers
        iii. Windsong Park – 2 dispensers
        iv. Park at Boulder Creek – 3 dispensers
6. Bleachers and Benches
    a. Area shall be cleaned daily to be free of dirt, litter, including food debris, and grime.
    b. Surfaces shall be wiped down.
7. Snack Bar and Building
    a. Roll-up doors shall be swiped down streak-free
    b. Hard counters shall be swiped down daily and be free of all dirt and grime.
    c. Sweep and wet mop or scrub interior floors utilizing a cleaner/ disinfectant weekly

d. All stainless-steel surfaces are disinfected utilizing a germicidal detergent solution.

8. Playgrounds
    a. Play structures are free of debris and are to be blown free of all wood fiber material
    b. Slides are to be free of streak marks.
    c. Surrounding walkways are to be free of all litter, debris, and wood fiber.
    d. Graffiti is to be removed with approved cleaners that will not damage the surface of play equipment.
    e. Vandalism is to be reported to the Senior Facilities Maintenance Worker.
9. Restrooms
    a. Sweep and wet mop or scrub floors utilizing a cleaner disinfectant.
    b. All fixtures and metal surfaces (washbasins, urinals, toilets, shower stalls, etc.) shall be cleaned with an approved germicidal detergent solution; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.
    c. The floors shall be cleaned with a germicidal detergent solution and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry, and the corners clean.
    d. Maintain all drains clean and clear of debris and grime.
    e. Clean and sanitize all fixtures, including metal and chrome surfaces - water closets, urinals, washbasins.
    f. Supply and refill hand soap solution for all dispensers.
    g. Empty waste receptacles, service/supplies, paper towels, soap, toilet paper, and seat cover dispensers. Empty, clean, and disinfect sanitary napkin receptacles; replace soiled bags with new ones. Collect soiled bags in separate containers for disposal.
    h. Contractor is required to plunge any water closets that are clogged to the best of their abilities. The contractor must notify the city of any water closet that remains clogged after unsuccessfully attempting to unclog it.
    i. Weekly, all surfaces, including ceilings, should be cleared of dirt and debris.
    j. Monthly, all grout lines shall be free of all stains and discoloration.
10. Graffiti
    a. All graffiti is to be reported to the city's Facility Contract Specialist.
    b. Contractor will attempt to remove any graffiti within 2 square feet in size.

B-14 SPECIAL EVENTS JANITORIAL SERVICES

1. Provide onsite staff services during city-sponsored events.
    a. Set up and breakdown of trash receptacles
    b. Removal and replacement of trash and liners during the event.
    c. Pick up litter and debris produced during the event.

d. Porter services to the restroom when applicable for the duration of the event.
    i. Restrooms are to be checked every half hour to ensure cleanliness.
e. Upon completion of the event, walk through the site, removing all remaining debris and litter.
f. Transport all debris to the city-designated dumpster upon completion of the event.

2. Special Events staffing should be invoiced separately from the invoices for monthly services.

SECTION C – REQUIREMENTS FOR SUPPLIES

SB 1383 requires jurisdictions (cities, counties, cities and counties, or special districts that provide solid waste collection services) to purchase recycled-content paper products that are recyclable.

1. Contractor must provide Product Vendor Certification
    a. Written documentation from the product vendor certifying:
        i. The products are eligible to be labeled with an unqualified recyclable label, meaning that at least 60 percent of consumers or communities where the items are sold have access to recycling facilities for the products
        ii. The minimum percentage, if not the exact percentage, of postconsumer material in the products
2. Recycled-Content Requirements
    a. Paper products shall consist of at least 30 percent, by fiber weight, of postconsumer recycled content fiber, except as specified below:
        i. Toilet paper shall consist of at least 45 percent, by fiber weight, postconsumer recycled content fiber
        ii. Paper towels shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
        iii. Facial tissue shall consist of at least 10 percent, by fiber weight, postconsumer recycled content fiber
        iv. Toilet seat covers shall consist of at least 20 percent, by fiber weight, postconsumer recycled content fiber
        v. General purpose paper wipers shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
        vi. Food service ware, including but not limited to, napkins, plates, bowls, food trays, takeout boxes, placemats, etc. shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber.
3. These minimum postconsumer recycled content fiber requirements are required when:

a. Available at no greater cost than nonrecycled products, and
b. Fitness and quality are equal to nonrecycled products

SECTION D - CITY OBSERVED HOLIDAYS

The following days are recognized and observed holidays:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day
3. Presidents' Day
4. Memorial Day
5. Independence Day (July 4)
6. Labor Day
7. Veterans Day (November 11) *
8. Thanksgiving Day
9. Day after Thanksgiving Day*
10. Each working day of the last calendar week of each calendar year, commencing December 24 and ending December 31

*These holidays are observed solely at the Wildomar Cemetery District site.

SECTION E – HOURS OF SERVICES

E-1 City Hall Common Area

1. Day Porter Services
   a. Services shall be conducted from the hours of 5:00am – 10:00am
   b. Service days are Monday – Friday, excluding city holidays.
   c. Services are to be provided during the last of week of December.

E-2 City occupied suites

1. Non-Business Hours Services
   a. Services shall be conducted between the hours of 7:00pm – 10:00pm
   b. Service days are Monday – Friday, excluding city holidays.

E-3 Wildomar Cemetery Buildings

1. Non-Business Hours Services
   a. Services shall be conducted from 4:00pm – 7:00pm
   b. Service days are Monday – Friday, excluding city holidays

E-4 Park Services

1. Services are to be conducted between the hours of 6:00am – 10:00am
2. Services are to be conducted daily, including weekends and holidays
3. Marna O'Brien Park is to receive a secondary service between 3:00pm – 5:00pm
4. All pressure washing services are to be conducted between 6:00am and 3:00pm.

EXHIBIT "B"
COMPENSATION

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

	FEB–JUN FY 25/26	JUL-JUN FY 26/27	JUL-JUN FY 27/28	JUL-JAN FY 28/29
Supervisor	$20-$25/hr.	$20-$25/hr.	$20-$25/hr.	$20-$25/hr
Lead Cleaner	$20-$23/hr.	$20-$23/hr.	$20-$23/hr.	$20-$23/hr.
Professional Cleaner	$16-$20/hr.	$16-$20/hr.	$16-$20/hr.	$16-$20/hr.
Field Technician	$18-$25/hr.	$18-$25/hr.	$18-$25/hr.	$18-$25/hr.

	FEB–JUN FY 25/26	JUL-JUN FY 26/27	JUL-JUN FY 27/28	JUL-JAN FY 28/29
City Hall	$33,094.80	$79,427.52	$79,427.52	$46,332.72
Wildomar Cemetery District	$5,574.60	$13,379.04	$13,379.04	$7,804.44
Marna O'Brien Park	$9,134.98	$21,923.94	$21,923.94	$12,788.97
Regency Heritage Park	$1,039.43	$2,494.62	$2,494.62	$1,455.20
Windsong Park	$1,404.28	$3,370.26	$3,370.26	$1,965.99
Malaga Park	$674.58	$1,618.98	$1,618.98	$944.41
Park at Boulder Creek	$2,049.63	$4,919.10	$4,919.10	$2,869.48
20-Acre Park	$1,506.13	$3,614.70	$3,614.70	$2,108.58
Total	**$54,478.40**	**$130,748.16**	**$130,748.16**	**$76,269.76**

	FEB–JUN FY 25/26	JUL-JUN FY 26/27	JUL-JUN FY 27/28	JUL-JAN FY 28/29
Special Event Staff	$1,000.00	$2,250.00	$2,250.00	$1,250.00

Special Event allocation is based on an hourly rate for nine events per calendar year, with an average of 5 hours per event for two janitorial staff.

II. Service Provider may utilize sub-contractors as indicated in this Agreement. No subcontractors are indicated for the completion of the services described in the scope of services.

IV. The total compensation for the Services shall not exceed $398,994.48, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

Exhibit C

Insurance Requirements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Service Provider has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

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

Other Insurance Provisions

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

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

Primary Coverage

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

Notice of Cancellation

Service Provider shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Service Provider shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Service Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

SUBJECT: Developer Impact Fee (DIF) Credit Agreement with KB Home Coastal for Tract No. 37156 (Camelia Townhomes)

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

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

ACTION:
Authorize the City Manager to execute the DIF Credit and Reimbursement Agreements between the City of Wildomar and KB Home Coastal, Inc., a California corporation.

SUMMARY:
The DIF Credit Agreement outlines the terms and conditions for the Developer to be eligible for Development Impact Fee credits based upon their construction of DIF eligible facilities.

BACKGROUND:
KB Home Coastal, Inc. (Developer) is the developer of Tract Map No. 37156, Camelia Townhomes, an approved 163-unit multi-family townhome complex located on the east side of the existing Palomar St. alignment just north of the southern City limits with the City of Murrieta at Washington Ave. (Project). The Project will be located at the southeast corner of the new Palomar St./Washington Ave./Jefferson Ave. intersection once the Project improvements are complete. The Project includes the construction of the Palomar St./Jefferson Ave. realignment and extension, the Washington Ave. realignment, a new traffic signal and intersection improvements at the Palomar St./Jefferson Ave. and Washington Ave. intersection, and public storm drain systems along Palomar St. and Washington Ave. An aerial image of the Project site and surrounding area is provided in Attachment A.

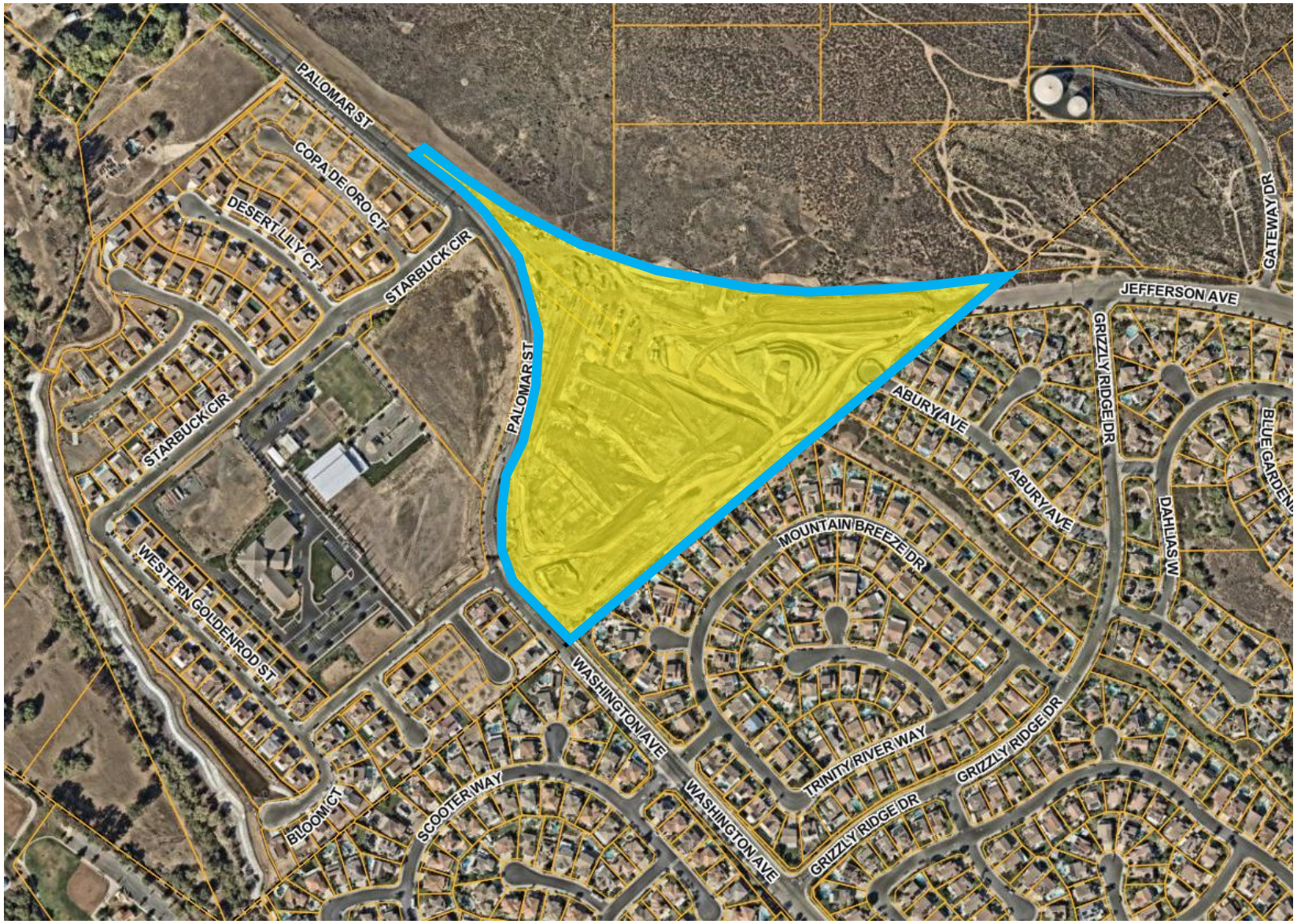
DISCUSSION:
The public improvements that the Developer is constructing are included in the Development Impact Fee (DIF) program. The storm drain system being constructed follows a partially different alignment than shown in the City's Master Drainage Plan (MDP) and as accounted for in the DIF, but the storm drain system has been determined to be functionally equivalent to the facility identified in the MDP and the DIF facility. The Developer is required to pay DIF to mitigate for impacts that their project will have on Citywide services. The City is authorized to issue DIF credits and reimbursements to developers who construct public improvements that are included within the fee program, to receive credit for their DIF obligation. The DIF Credit Agreement (Agreement, Attachment B) outlines the terms and conditions for the Developer to be eligible for DIF credits. Upon completion of the construction of public improvements, the Developer is responsible to submit documents to the City to confirm that the facilities were constructed consistent with the requirements of the Agreement. The City will review the documents and take appropriate steps to ensure that credits received are consistent with the actual improvements that have been constructed, and to reconcile and resolve any

discrepancies between credits issued and final credits earned which may have resulted in either an overpayment or underpayment of DIF. The calculations for the Developer's estimated DIF eligibility and estimated DIF credits are included in Exhibit E of the Agreement.

FISCAL IMPACT:
The Developer is constructing improvements that are part of the DIF program. In-lieu of paying DIF, the Developer will receive credits towards their DIF obligation as construction progress. The DIF credit, however, will not exceed the Developer's DIF obligation. Once DIF credits have been exhausted, the Developer will be required to pay the remainder of their DIF obligation as building permits are applied for or finaled. The Project's DIF Obligation is currently estimated as $2,967,252 and the Total Estimated Project Eligible DIF Credit is $2,411,470.53. At the conclusion of construction, the Developer will be required to submit documentation demonstrating compliance with the requirements stated in the Agreement. The City will review the Developer's documentation to verify eligible costs and reconcile any underpayment or overpayment of DIF. Time spent by City staff on the completion of items set forth in the Agreement will be reimbursed by Developer fees.

ATTACHMENTS:
A - Aerial Image of TR 37156
B - DIF Credit Agreement

ATTACHMENT A



Aerial Image of TR 37156 (Camelia Townhomes) (project area highlighted in yellow/bordered in blue)

DIF CREDIT AGREEMENT
Tract 37156 (Camelia Townhomes)

This **DIF CREDIT AGREEMENT** ("Agreement") is entered into this 14th day of January, 2026, by and between the CITY OF WILDOMAR, a California municipal corporation ("CITY"), and KB Home Coastal, Inc., a California corporation, ("Developer"). CITY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer owns 25.91 acres of real property located within the CITY which is more specifically described in the legal description set forth in Exhibit "A", attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has requested from CITY certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as Tract 37156 ("Project");

WHEREAS, CITY requires developers to pay certain development impact fees for the purpose of defraying all or a portion of the cost of public improvements, public services, and community amenities related to the their projects ("DIF");

WHEREAS, sections 3.40.040, 3.40.050, and 3.44.080 of the Wildomar Municipal Code 1) authorize the CITY to issue DIF credits to a developer who constructs certain public improvements that are included within the fee program to reduce their DIF obligation, and 2) authorize the CITY to reimburse a developer who constructs public improvements that are more costly than its DIF obligations;

WHEREAS, CITY and Developer have entered into a separate agreement pertaining to the Developer's construction of improvements included within the Transportation Uniform Mitigation Fee ("TUMF") Program and providing Developer credits and/or reimbursements against the Developer's TUMF obligations; and,

WHEREAS, as a condition of CITY's approval of the Project, CITY has required Developer to construct certain public improvements that would be funded by the DIF Program ("DIF Improvements");

WHEREAS, CITY and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the DIF Improvements, (2) to ensure that delivery of the DIF Improvements is undertaken as if the DIF Improvements were constructed under the direction and authority of the CITY, (3) to provide a means by which the Developer's costs for project delivery of the DIF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable DIF for the Project, and (4) to provide a means for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the DIF Improvements exceeds Developer's DIF obligations.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and CITY hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of DIF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain DIF Improvements generally described as Wildomar MDP Line M3-A Equivalent System (Palomar/Jefferson/Washington Storm Drain), Jefferson/Palomar Street Improvements (part width improvements along Property frontage), Washington Street Improvements, Palomar St./Jefferson Ave. Traffic Signal Improvements (3 of 4 legs) and Palomar St./Jefferson Ave. Intersection Improvements, and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by CITY, and which are incorporated herein by this reference. Construction of the DIF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the DIF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of CITY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the DIF Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the DIF Improvements until all plans and specifications for the DIF Improvements have been submitted to and approved by CITY. Approval by CITY shall not relieve Developer from ensuring that all DIF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the DIF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Public Works Requirements. In order to insure that the DIF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, CITY, Developer shall comply with all of the following requirements with respect to the construction of the DIF Improvements:

(a) Developer shall obtain bids for the construction of the DIF Improvements, in conformance with the standard procedures and requirements of CITY with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the DIF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the DIF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities and as required by the procedures and standards of CITY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the DIF Improvements which they will construct in conformance with CITY's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the DIF Improvements which CITY may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the DIF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Developer shall provide proof to CITY, at such intervals and in such form as CITY may require that the foregoing requirements have been satisfied.

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

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

work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

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

3.0 Maintenance of DIF Improvements. CITY shall not be responsible or liable for the maintenance or care of the DIF Improvements until CITY approves and accepts them. CITY shall exercise no control over the DIF Improvements until accepted. Any use by any person of the DIF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to CITY's acceptance of the DIF Improvements. Developer shall maintain all of the DIF Improvements in a state of good repair until they are completed by Developer and approved and accepted by CITY, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by CITY. If Developer fails to properly prosecute its maintenance obligation under this section, CITY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. CITY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the DIF Improvements or their condition prior to acceptance.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the DIF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service fees established by CITY.

5.0 CITY Inspection of DIF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the DIF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by CITY of the DIF Improvements and areas where construction of the DIF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the DIF Improvements, Developer shall provide to CITY such evidence or proof as CITY shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the DIF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to CITY a title insurance policy or other security acceptable to CITY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of DIF Improvements; As-Built or Record Drawings. If the DIF Improvements are properly completed by Developer and approved by CITY, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, CITY shall be authorized to accept the DIF Improvements. CITY may, in its sole and absolute discretion, accept fully completed portions of the DIF Improvements prior to such time as all of the DIF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the DIF Improvements. Upon the total or partial acceptance of the DIF Improvements by CITY, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted DIF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted DIF Improvements shall become the sole and exclusive property of CITY without any payment therefore. Notwithstanding the foregoing, CITY may not accept any DIF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the CITY for all such DIF Improvements. The drawings shall be certified and shall reflect the condition of the DIF Improvements as constructed, with all changes incorporated therein.

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

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the DIF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to CITY for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if CITY determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other

requirement, CITY may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, CITY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon CITY's issuance of the Notice, Developer and its surety shall be liable to CITY for all costs of construction and installation of the DIF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; CITY Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to CITY within the time frame contained in the Notice, CITY may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. CITY's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the DIF Improvements at the time of CITY's demand for performance. In the event CITY elects to complete or arrange for completion of the remaining work and the DIF Improvements, CITY may require all work by Developer or its surety to cease in order to allow adequate coordination by CITY.

10.3 Other Remedies. No action by CITY pursuant to this Section 10.0 et seq. of this Agreement shall prohibit CITY from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. CITY may exercise its rights and remedies independently or cumulatively, and CITY may pursue inconsistent remedies. CITY may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the DIF Improvements, Developer or its contractor shall provide CITY with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the DIF Improvements, as determined by CITY after Developer has awarded a contract for construction of the DIF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If CITY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by CITY. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the DIF Improvements and all the provisions of this Agreement, to protect CITY if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the DIF Improvements, Developer or its contractor shall provide

CITY a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The CITY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the DIF Improvements are accepted by CITY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than ten percent (10%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the DIF Improvements and this Agreement, Developer or its contractor shall provide CITY a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of CITY after six (6) months from the date CITY accepts the DIF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which CITY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of CITY's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to CITY. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by CITY in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the DIF Improvements, or the plans and specifications for the DIF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the CITY, and when such forms are completed to the satisfaction of CITY, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless CITY, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental CITY, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the DIF Improvements or their condition prior to CITY's approval and acceptance of the DIF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of CITY, its elected officials, employees, and/or agents for all legal expenses

and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of CITY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by CITY, its elected officials, employees, or agents. Developer agrees to indemnify, defend and hold harmless the City and its officers, employees, and agents against any claim arising under its obligations pursuant to section 2.3 of this Agreement including but not limited to any costs, penalties, interest or other financial impacts arising from or related to Labor Code §§ 1726 and 1771.6.

13.0 Insurance.

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

(a) General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage.

(b) Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

(c) Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, at all times during which insured retains employees.

(d) Professional Liability. For any consultant or other professional who will engineer or design the DIF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars ($2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the DIF Improvements. Such insurance shall be endorsed to include contractual liability.

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

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name CITY, its elected officials, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to CITY, its elected officials, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering CITY, its elected officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against CITY in connection with any damage or harm covered by such policy.

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

13.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to CITY.

13.7 Insurer Rating. Unless approved in writing by CITY, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14 DIF Credits.

14.1 Developer's DIF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to CITY as part of the DIF Program is Two Million Nine Hundred Sixty-Seven Thousand Two Hundred Fifty-Two Dollars ($2,967,252) ("DIF Obligation"). This DIF Obligation shall be initially determined under the nexus study and fee schedule in effect for the CITY at the time the Developer submits a building permit application for the DIF Improvements. This DIF Obligation does not have to be paid until the Certificate of Occupancy is obtained. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop CITY from adjusting the DIF.

14.2 Credit Offset Against DIF Obligation. Pursuant to section 3.44.080(A) of the Wildomar Municipal Code and in consideration for Developer's obligation under this Agreement for the delivery of DIF Improvements, credit shall be applied by CITY to offset the

DIF Obligation subject to adjustment and reconciliation under Section 14.4 of this Agreement ("DIF Credit"). Developer hereby agrees that the amount of the DIF Credit shall be applied after Developer has initiated the process of project delivery of DIF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the DIF Credit shall be equal to the lesser of: (A) the City Engineer's Estimate of the actual value of the DIF Improvements; or (B) the estimated cost of the DIF Improvements as identified in the DIF study in effect at the time of the issuance of a building permit for the project ("DIF Unit Cost Assumptions").

The City Engineer's Estimate and the DIF Unit Cost Assumptions shall hereafter be collectively referred to as "DIF Estimated Credit". At no time will the DIF Credit exceed the Developer's DIF Obligation. If the dollar amount of the DIF Estimated Credit exceeds the dollar amount of the DIF Obligation, Developer will be deemed to have completely satisfied its DIF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.5 of this Agreement. CITY shall provide Developer written notice of the determinations that CITY makes pursuant to this section, including how the DIF Credit is applied to offset the DIF Obligation as described above.

14.3 Verified Cost of the DIF Improvements. Upon recordation of the Notice of Completion for the DIF Improvements and acceptance of the DIF Improvements by CITY, Developer shall submit to the CITY Public Works Director the information set forth in the attached Exhibit "C". The CITY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the DIF Improvements covered under this Agreement ("DIF Verified Costs"). The CITY Public Works Director will use his or her best efforts to determine the amount of the DIF Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

14.4 Reconciliation; Final Credit Offset Against DIF Obligations. The Developer is aware of and accepts the fact that credits are speculative and conceptual in nature. The actual amount of DIF Credit that shall be applied by CITY to offset the DIF Obligation shall be equal to the lesser of: (A) the DIF Verified Costs or (B) the DIF Unit Cost Assumptions as determined in accordance with Section 14.2 of this Agreement ("Actual DIF Credit"). No Actual DIF Credit will be awarded until the DIF Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer's estimate in order to estimate DIF Credits for project planning purposes, the Actual DIF Credit awarded will only be determined by the reconciliation process.

(a) DIF Balance. If the dollar amount of the Actual DIF Credit is less than the dollar amount of the DIF Obligation, the CITY Public Works Director shall provide written notice to Developer of the amount of the difference owed ("DIF Balance") and Developer shall pay the DIF Balance to fully satisfy the DIF Obligation.

(b) DIF Reimbursement. If the dollar amount of the Actual DIF Credit exceeds the DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as

provided in Section 14.5 of this Agreement. CITY shall provide Developer written notice of the determinations that CITY makes pursuant to this section.

(c) DIF Overpayment. If the dollar amount of the Actual DIF Credit exceeds the Estimated Credit, but is less than the DIF Obligation, but the Actual Credit plus additional monies collected by CITY from Developer for the DIF Obligation exceed the DIF Obligation ("DIF Overpayment"), Developer will be deemed to have fully satisfied the DIF Obligation for the Project and may be entitled to a refund.

14.5 Reimbursement Agreement. If authorized under either Section 14.2 or Section 14.4 Developer may apply to CITY for a reimbursement agreement for the amount by which the Actual DIF Credit exceeds the DIF Obligation, as determined pursuant to Section 15.4 of this Agreement, section 3.44.080 of the Wildomar Municipal Code, and the CITY's adopted Development Impact Fee Credit and Reimbursement Policy ("Reimbursement Agreement"). If CITY agrees to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit "D," and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to CITY such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with CITY in a form reasonably acceptable to CITY, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or CITY between CITY and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of CITY.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, CITY shall have the right to rescind this Agreement without liability.

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

To CITY: City of Wildomar
Attn: Public Works Director
23873 Clinton Keith Rd., Ste. 201
Wildomar, CA 92595

To Developer: KB Home Coastal, Inc.
Attn: Scott Hanson
36310 Inland Valley Drive, Suite 300
Wildomar, CA 92595

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

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

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

15.8 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

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

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

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

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

15.14 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.15 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.16 Entire Agreement. This Agreement contains the entire agreement between CITY and Developer and supersedes any prior oral or written statements or agreements between CITY and Developer.

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

KB Home Coastal, Inc.

_____

By: _____

Its: _____

_____

By: _____

Its: _____

ATTEST:

_____

By: _____

Its: _____

CITY OF WILDOMAR:

_____

Chris Mann, City Manager

ATTEST:

_____

Janet Morales Garcia, CMC, City Clerk

APPROVED AS TO FORM:

_____

Thomas D. Jex, City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

Assessor’s Parcel Number
380-220-010

Legal Description
BEING A SUBDIVISION OF LOT "A" AS SHOWN ON LOT LINE ADJUSTMENT NO. 2022-007, PER DOCUMENT RECORDED APRIL 24, 2024 AS INSTRUMENT NO. 2024-0119659, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN A PORTION OF BLOCK "M" OF GRAHAM, COLLIER AND HELDS SUBDIVISION OF BLOCKS "K", "L" AND "M", FILED IN BOOK 4, PAGE 174 OF MAPS, OFFICIAL RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, ALSO LYING WITHIN A PORTION OF LOT 7 OF FRACTIONAL SECTION 7, TOWNSHIP 7 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT "B"

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS, the City of Wildomar ("CITY") has executed an agreement with _____ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain DIF Credit Agreement dated _____, (hereinafter the "Agreement"); and

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

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY in the sum of _____ ($_____), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20__.

_____
Principal

By: _____
President

_____
Surety

By: _____
Attorney-in-Fact

ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA
STATE OF CALIFORNIA
COUNTY OF _____

On _____, before me, _____
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Place Notary Seal Above — Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ 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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal in the attached bond, that

_____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

_____
Signature

_____
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the City of Wildomar ("CITY") has executed an agreement with _____ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain DIF Credit Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of _____ ($_____), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the

Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 8024, 8400, 8402, 8404, 8430, 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20__.

_____
Principal

By: _____
President

_____
Surety

By: _____
Attorney-in-Fact

ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA
STATE OF CALIFORNIA
COUNTY OF _____

On _____, before me, _____
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Place Notary Seal Above — Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ 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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal in the attached bond, that

_____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

_____
Signature

_____
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

EXHIBIT "C"

DOCUMENTATION TO BE PROVIDED TO CITY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist CITY in determining the Construction Costs for a completed DIF Improvement, Developer shall provide the following documents to CITY:

1. Plans, specifications and Developer's civil engineer's cost estimate;

2. List of bidders from whom bids were requested;

3. Construction schedules and progress reports;

4. Contracts, insurance certificates and change orders with each contractor or vendor;

5. Invoices received from all vendors;

6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);

7. Spreadsheet showing total costs incurred in and related to the construction of each DIF Improvement and the check number for each item of cost and invoice;

8. Final lien releases from each contractor and vendor; and

9. Such further documentation as may be reasonably required by CITY to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT "D"

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 20___, by and between the City of Wildomar, a California municipal corporation ("CITY"), and KB Home Coastal, Inc., a California corporation, ("Developer"). CITY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, CITY and Developer are parties to an agreement dated _____, 20___, entitled "DIF Credit Agreement" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.4 of the Credit Agreement provide that Developer is obligated to pay CITY the DIF Obligation, as defined therein, but shall receive credit to offset the DIF Obligation if Developer constructs and CITY accepts the DIF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the DIF credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the DIF Obligation, Developer may apply to CITY for a reimbursement agreement for the amount by which the DIF credit exceeds the DIF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of DIF Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual DIF Credit exceeds the dollar amount of the DIF Obligation as determined pursuant to the Credit Agreement, section 3.44.080 of the Wildomar Municipal Code, and the CITY's adopted Development Impact Fee Credit and Reimbursement Policy ("DIF Reimbursement"). The DIF Reimbursement shall be subject to verification by CITY and Developer shall provide any and all documentation reasonably necessary for CITY to verify the amount of the DIF Reimbursement. The DIF Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] ($_____) ("DIF Reimbursement Amount"). In no event shall the dollar amount of the DIF Reimbursement exceed the difference between the dollar amount of all credit applied to offset the DIF Obligation pursuant to Sections 15.2, 15.3, and 15.4 of the Credit Agreement, and one hundred (100%) of the construction costs of the DIF Improvement identified in the DIF Study in effect at the time of the issuance of a building permit for the Project.

5.0 Payment of DIF Reimbursement; Funding Contingency. The payment of the DIF Reimbursement Amount shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the DIF Reimbursement unless and until (i) the DIF Improvements are completed and accepted by CITY in accordance with the Credit Agreement, and (ii) CITY has funds available and appropriated for payment of the DIF Reimbursement Amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the DIF Reimbursement is determined and the time when payment of the DIF Reimbursement is made to Developer by CITY.

6.0 Affirmation of Credit Agreement. CITY and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. CITY and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. CITY and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable

hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, and Sections 14.0 through 14.5.

[SIGNATURES OF PARTIES ON NEXT PAGE]

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

KB Home Coastal, Inc.

_____

By: _____

Its: _____

ATTEST:

_____

By: _____

Its: _____

CITY OF WILDOMAR:

_____

Chris Mann, City Manager

ATTEST:

_____

Janet Morales Garcia, CMC,, City Clerk

APPROVED AS TO FORM:

_____

Thomas D. Jex, City Attorney

EXHIBIT E – DIF PROGRAM COSTS

DIF Drainage: Line M3-A (Equivalent System)	**Program Cost**
Line M3-A (DIF Estimated Cost)	$1,569,000
Estimated Eligibility for Line M3-A	Up to 100%*
DIF Program Credit Availability (see page 11-5 of DIF Study)	43.7%
Estimated Eligible Cost	**$685,653**
DIF Streets: Jefferson Ave.	**Program Cost**
Program Length (Total Miles)	3.85
Program Cost (Total)	$4,673,693.00
$ / Curb LF	$185.21
Project Length (LF) Sta. 205+70.62 to Sta. 221+34.90	1,564.28
Estimated Eligible Cost	**$289,713.36**
DIF Streets: Washington Ave.	**Program Cost**
Program Cost (Total)	1,477,484.00
$ /Curb LF	$559.65
Estimated Eligibility	
Sta. 15+92.09 to Sta. 18+83.38 (291.29 LF)	100%
Sta. 6+69.78 to Sta. 15+92.09 (922.31 LF)	72%
Estimated Eligible Cost	**$1,066,633.77**
DIF Signals: Palomar St./Jefferson Ave.	**Program Cost**
Program Cost (Total)	392,000.00
Estimated Eligibility	75% (3 of 4 legs)
Estimated Eligible Cost	**294,000.00**
DIF Intersections: Palomar St./Jefferson Ave.	**Program Cost**
Program Cost (Total)	251,568.00
Estimated Eligibility	**~30%**
Estimated Eligible Cost	**75,470.40**
Total Estimated Project Eligible Costs	**$2,411,470.53**

**Note: Final Storm Drain Eligibility shall be based on a hydraulic analysis demonstrating equivalency of storm drain system.*

CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.9
Meeting Date: January 14, 2026

SUBJECT: Task Agreement First Amendment with Interwest Consulting Group for Right of Way Acquisition Services for the Clinton Keith Rd. Widening Project (CIP 025-1)

SUBMITTED BY: Jason Farag, Public Works Director

PREPARED BY: Terri Abercrombie, Senior Management Analyst

ACTION:
Authorize the City Manager to approve the Task Agreement First Amendment with Interwest Consulting Group to provide additional right-of-way acquisition services for the Clinton Keith Rd. Widening Project (CIP 025-1) in the amount of $43,727.00.

SUMMARY:

The City previously entered into a Task Agreement with Interwest Consulting Group to provide right-of-way acquisition services for the widening of Clinton Keith Road from I-15 to Copper Craft Road. Additional services are required to complete the acquisition process.

BACKGROUND:
On September 13, 2023, the City and Interwest Consulting Group entered into a Task Agreement under the existing on-call agreement between the City and Interwest for right-of-way acquisition services for the widening and improvement of Clinton Keith Road from I-15 to Copper Craft Road (Agreement). The Agreement was for a not to exceed amount of $125,000.

DISCUSSION:

During the acquisition process, several issues occurred that required Interwest to provide services outside of the original scope of work. These included:

- Additional right-of-way documents for a permanent utility easement which required meetings with property owner and a valuation of the utility easement.
- Update all appraisal reports due to changes in plats and legals.
- Processing condemnation documents for a non-cooperating parcel.
- Coordination with owners of two commercial properties for potential Right of Entry to reconstruct driveways to commercial standards.

In addition, Interwest has also been providing on-call Project Management services for the Project under their existing on-call agreement with the City. Right-of-Way related Project Management costs were not accounted for in the prior proposal but were expended as part of the overall Project Management and charged under the prior not-to-exceed amount.

Interwest has provided a proposal in the amount of $43,727 for these additional services revising the total cost for services to a not to exceed amount of $168,727. A First Amendment to the Task Agreement with Interwest has been prepared and is included as Attachment A. The First Amendment includes a copy of the Interwest proposal. Staff has reviewed the proposal and recommends the City Council authorize the City Manager to execute the Task Agreement First Amendment to approve the additional scope and fee.

ACCOUNT CODE:
Project: CIP 025-1
Phase: Right-of-Way
Fund: 503-4500-52115 and 440-4500-52115

FISCAL IMPACT:

Right-of-way acquisition services for the project are eligible TUMF and DIF expenditures. Adequate funds are included in the approved FY 25/26 budget to cover these expenses. No additional funds are needed at this time.

ATTACHMENTS:
A - Task Agreement Amendment No 1

TASK ORDER AGREEMENT AMENDMENT

TASK AGREEMENT #1 CIP 025-1
Amendment #1
Interwest Consulting Group

PROFESSIONAL ON-CALL SERVICES

This PROJECT AGREEMENT AMENDMENT is made this 14th day of January 2026 to amend the Scope of Services and Price of Task Agreement #1 for CIP 025-1 dated the 23rd 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 and project management services necessary and required to complete the additional work described in the Scope of Services attached hereto as Exhibit "A".

2. **PRICE.** The additional services shall be provided on a time & materials basis with a not to exceed price of $43,727.00 as attached hereto as Exhibit "A"

.

3. **SCHEDULE.** The services shall be provided in accordance with the Schedule of Performance as approved by CITY.

4. This PROJECT AGREEMENT AMENDMENT includes all the terms and conditions contained in that certain On-Call Agreement for Professional Engineering Services, executed by the parties, and approved by the Wildomar City Council on April 2, 2008, first amendment on September 10, 2008, second amendment on May 10, 2017, and third amendment on June 8, 2022.

5. **SPECIAL PROVISIONS.** The terms and conditions attached hereto as "SPECIAL PROVISIONS", if any, are included as part of this PROJECT AGREEMENT AMENDMENT.

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

Dated: _____, 2026		Dated: _____, 2026
CITY OF WILDOMAR, a municipal corporation By_____ Signature _____ Name and Title		INTERWEST By_____ Signature _____ Name and Title

EXHIBIT A

1. SPECIAL PROVISIONS
None

2. SCOPE OF SERVICES & PRICE
Attached

November 20, 2025

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

Re: Budget for Contract Amendment
Clinton Keith Road Widening Project (Project)

Dear Mr. Repke,

It is our understanding the Project budget has been expended for the original scope of work by the amount of approximately $29,927, which includes $14,053 of cost associated with your project management, which was not part of the original cost proposal. As requested, we are providing an estimate of right of way services cost to complete the project, as well as provide support for the budget overages. Both of these breakdowns are enclosed with this letter.

The total amount for amendment would be the overage of approximately $29,927 (including Warren Repke's cost) plus an additional $19,150 for the remaining work to complete the project (See Fee Proposal), for a total of $43,727.

Thank you for the opportunity to continue working with the City to complete the Project. Should you have any questions regarding the scope of work provided or need additional information, please give me a call at (949)370-9035 or by email at jmiller@interwestgrp.com.

We look forward to completion of the Project.

Sincerely,

Marcella Jorgensen

Marcella Jorgensen
Director of Real Estate Services

Additional Scope of Work – Reasons for Overage

1) **Additional Right of Way Needed for PID 7**
   Additional right of way was required for PID 7 (APN 380-250-002) to acquire a permanent easement for utility that wasn't part of the original scope. This required additional scope consisting of the following: 1) Valuation of Utility Easement, 2) Preparation of Offer Package, 3) Additional negotiations with ownership, 4) Subsequent meetings with ownership for notary and signing (3 owners), 4) escrow and processing of documents with City.

2) **Appraisal Updates (all parcels)**
   Due to changes in the plats and legals, all appraisal reports completed based on right of way maps required updates to reflect correct areas impacted by permanent and temporary easements. The appraisal charged $500 for each appraisal report modification.

3) **Additional Scope of Work – Right of Entry for McDonalds/ Shell (at the request of City)**
   Interwest Real Estate Services was asked to coordinate with owner of McDonalds and Shell property located at 23805 and 23819 and for a potential Right of Entry to reconstruct driveway to commercial standards. This required onsite meetings with both the McDonalds franchise owner and Shell property owner.

4) **Condemnation Support for PID 5 (APN 362-250-025)**
   PID 5 is currently in condemnation. Interwest has provided support to assist legal counsel with preparation of RON, title, and owner coordination. This added additional time and scope to the original scope for right of way acquisition following negotiations. Interwest will continue supporting legal, as needed, until such time condemnation has been completed.

5) **Project Management Cost (Warren Repke)**
   Of the total $29,927 overage, approximately $14,053 is attributable to cost incurred by Warren Repke (Interwest), City's Project Manager. This cost was not part of the original scope of work or cost proposal. For the budget to complete the remaining right of way, a total of $2,500 of additional cost is added to the total, as requested.

REMAINING SCOPE OF WORK

Parcel ID	(APN)	Remaining Work
PID-7	380-250-002	Complete escrow process for additional utility easement
PID-15	380-300-008	Notice of Decision to Appraise, Appraisal coordination, preparation of offer package, additional negotiations, condemnation support
PID-5	362-250-015	Condemnation support, as needed
Misc	All APNs	Any miscellaneous or unforeseen work

FEE PROPOSAL

JOB TITLE	HOURS	HOURLY RATE	TOTAL
Project Manager	30	$150	$4,500
Sr. Acquisition Agent	40	$135	$5,400
City Project Manager (Warren Repke)			$3,500
		LABOR COST	**$ 13,400**

OTHER DIRECT COSTS (ODCs)		
Mileage, Postage, FedEx		$200
	ODCs COST	**$200**

FLAT RATE FEES (If required for condemnation for PID 15)		
R.P. Laurain & Associates (Appraisal for TCE 15)		$4,800
Commonwealth Title Company. (1 prelim. title report $750/each)		$750
	FLAT RATE COSTS	**$5,550**

TOTAL RIGHT OF WAY SERVICES COST	$19,150

Optional Services

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 TKE Engineering 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.

SUBJECT: Palomar St. Widening (Phase 2) and Cemetery Improvements (Phase 1) Projects (CIP 028-2, 067-1) - First Amendment to Task Agreement with Interwest Consulting Group for Construction Management Services

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

PREPARED BY: Cameron Luna, Associate Engineer

ACTION:
Authorize the City Manager to approve the Task Order First Amendment for Construction Management Services with Interwest Consulting Group for the Palomar St. Widening (Phase 2) and Cemetery Improvements (Phase 1) Projects (CIP 028-2, 067-1) in the amount not to exceed $125,000.

SUMMARY:
Construction is ongoing for the Palomar St. Widening (Phase 2) and Cemetery Improvements (Phase 1) Projects (CIP 028-2, 067-1) and nearing completion. The proposed action will authorize additional budget for Interwest Consulting Group to provide the remaining necessary construction management and inspection services on behalf of the City through the remaining duration of the project.

BACKGROUND:
Construction is ongoing for the Palomar St. Widening (Phase 2) and Cemetery Improvements (Phase 1) Projects (CIP 028-2, 067-1) (Project) and nearing completion.

On October 9, 2024 the City Council authorized the Public Works Director to execute a Task Agreement with Interwest Consulting Group, under their existing on-call services agreement with the City, in the amount of $246,882 for construction management and inspection services for the Projects, plus Extra Work Authorizations not to exceed $12,118, for a total not to exceed of $259,000. Interwest has been providing the services identified in their proposal under their existing on-call agreement with the City. During the construction phase, inclement weather and underlying utility conflicts on Palomar Street near the intersections of Gruwell Street and Wildomar Trail have added working days to the Project. The estimated time of completion for the Project has since been updated from December 31, 2025 to March 31, 2026.

On October 13, 2025 the City Council approved supplemental appropriations to add revenues and expenditures towards the Project. This included an increase in expenditures related to the Construction Administration and Inspection costs, which updated the budget for this project task from $294,250 to $588,500. At that time, Staff anticipated that a budget increase for this Project Task would eventually be needed to cover the extended duration of the construction

phase. Upon receipt of the November 2025 Interwest invoice in December, Staff notified the consultant that their invoice exceeded Staff's authority for approving extra work and that a First Amendment would be needed.

DISCUSSION:
At the request of the City, Interwest has prepared a First Amendment to their Task Agreement for completing the construction management and inspection services for the Project. This First Amendment is for an additional fee amount not to exceed $125,000, bringing the total Agreement amount to $396,882. This First Amendment does not include any hourly rate increases for the consultant's staff and instead honors the original billing rates as included in the Task Agreement approved on October 9, 2024. The First Amendment is included as Attachment A.

Much of the construction management and inspection services for the Project has been completed, but the Contractor's work is still on-going to complete pavement improvements on Palomar Street, Wildomar Trail, Gruwell Street, and the Cemetery. Based on the budget amendments approved by City Council at the October 13, 2025 meeting, there is adequate budget in the Project to cover this First Amendment. Staff recommends that the City Council authorize the City Manager to approve the attached First Amendment directing Interwest to continue providing construction management and inspection services necessary to complete the Project.

FISCAL IMPACT:
As previously approved at the October 13, 2025, City Council meeting, expenditures related to the Construction Administration and Inspection costs are funded by:

- Measure A (Fund 201) = $306,000
- TUMF (Fund 503) = $282,500
- **Subtotal = $588,500**

No budget adjustments or additional funds are needed, and there is no impact to the General Fund.

ATTACHMENTS:
A - Task Agreement Amendment No. 1

TASK ORDER AGREEMENT AMENDMENT

TASK AGREEMENT #CIP 028-2, 067-1
Interwest Consulting Group

TO PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL/STAFF AUGMENTATION SERVICES
Palomar St. Widening Project, Phase 2, and Cemetery Improvements, Phase 1
CIP 028-2 and CIP 067-1

Amendment #1

This PROJECT AGREEMENT AMENDMENT is made this 14th day of January 2026 to amend the Scope of Services and Price of Task Agreement #CIP 028-2, 067-1 dated the 9th day of October 2024, by and between the City of Wildomar, a municipal corporation, hereinafter called "CITY" and Interwest Consulting Group, hereinafter called "CONSULTANT".

1. This **PROJECT AGREEMENT AMENDMENT** includes all the terms and conditions contained in that certain Task Agreement #CIP 028-2, 067-1, executed by the parties, and approved by the Wildomar City Council on October 9, 2024.

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

3. **PRICE.** The additional services shall be provided on a time & materials basis with a not to exceed price of $125,000.00 as attached hereto as Exhibit "A".

4. **SCHEDULE.** The services shall be provided on a schedule as requested by the CITY and agreed to by CONSULTANT.

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

Dated: _____, 2026		Dated: _____, 2026
CITY OF WILDOMAR, a municipal corporation By_____ Signature _____ Name and Title		INTERWEST By_____ Signature _____ Name and Title

EXHIBIT A
SCOPE OF SERVICES & PRICE

Attached

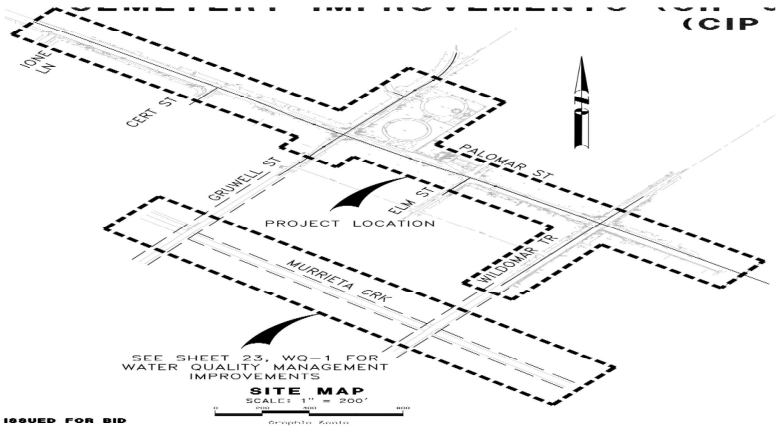
December 31, 2025

Jason Farag, PE, Director of Public Works
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Re: Amendment #1 to Task Agreement #CIP 028-2, 067-1 - Construction Management, Administration, and Inspection Services for the Cemetery Improvements (CIP 67-1) and Palomar St. Widening (CIP 28-2)

Dear Mr. Farag,

We are pleased to present this amendment #1 letter proposal to the City of Wildomar (City) for the Construction Management, Administration, and Inspection Services of the Cemetery Improvements (CIP 67-1) and Palomar St. Widening (CIP 28-2) Project (Project). Per your email, dated December 18 2025, we have exceeded our budget on the Construction Management, Administration, and Inspection services for CIP 28-2. We understand that the City is requesting an amendment due to additional work for Gruwell Street Extension to original scope, increased Working Days for weather, delays caused by relocation of underground facilities of Frontier, Spectrum and SoCal Gas Company, and relocation of SCE transmission pole on Palomar Street.



PROJECT UNDERSTANDING

Based on the email dated December 6, 2023, and subsequent emails and conversations, we understand the Project entails: Demolition, clearing and grubbing, traffic control, cold milling, AC base and cap, decorative AC for multi-use trail, slurry seal, 4", 6" and 8" PCC pad/pavement, PCC ADA ramps, PCC sidewalk, PCC driveway aprons, PCCC curb and gutter, PCC retaining curb, pavement fabric reinforcement, class II AB, removal and relocation of Air Vac/Relief, Blow Off assemblies and other EVMWD water improvements, utility adjustments, decorative gates/fence, walls, benches and other amenities, landscaping/irrigation, Traffic Signal Modification, and other improvements as shown on the approved plans and defined within the Contract Specifications provided.

Furthermore, we understand that the project construction duration was previously estimated at 240 Working Days (WD's) with pre-con Phase around 40 WD's as included in the 240 WD's, and Post-Con Phase around 20 to 40 WD's. The Contractor has been given additional working days until the end of March 2026. We are estimating the end of April 2026 for close out activities. The Amendment #1 will allow Interwest to continue its service to the project completion by end of April 2026. The remaining construction activities consist of:

1. Palomar – Gruwell intersection
2. Palomar – Wildomar Trail Intersection
3. One Traffic Signal pole at Palomar – Gruwell intersection and camera video detection system
4. Palomar – Wildomar Trail intersection: camera video detection system for traffic signals installation and SCE service meter relocation.

5. One SCE transmission pole relocation at NEC of Palomar/Wildomar Trail
6. Cemetery: AC loop pavement and gates
7. Complete multi use trail on west side of Palomar Street
8. Striping
9. Close out activities

SCOPE OF WORK

Based on the proposal request for Construction Management and Inspection services our scope of work will continue as described in the original proposal letter dated July 24, 2024. Additional Scope consists of providing Construction Management, Administration, and Inspection Services to the project completion date which is projected by end of April 2026.

FEE SCHEDULE

Based on the request for amendment #1 proposal for Construction Management and Inspection services our additional Fee for a Not-To -Exceed Estimate amount is shown in the table below; Working Days are based off most recent schedule starting January 2026:

Task	Position (See Note 1)	2025 Amendment Rates	Estimated Working Days	Estimated Total Hours	Total
Construction Phase/Close Out	**Warren Repke, PE** *Supervising Engineer*	$149.50	40	80	$11,960
	Ali Luedtke *Supervising Public Works Observer*	$115	90	360	$41,400.00
	Henry Ngo, PE *Construction Services Manager*	$143.75	90	180	$25,875
				November Invoice #2889499 Budget deficit:	$20,937.45
				December Invoice #3054785 Budget deficit:	$24,309.75
				Sub Total Amendment #1:	**$124,482.20**
				Task Agreement #CIP 028-2, 067-1:	$246,882.00
				Grand Total:	$371,364.20

Notes:
1 – Additional Interwest staff may be used for coverage/backup during the project and remain within the NTE. Furthermore, we appreciate the opportunity to submit this amendment proposal to the City of Wildomar. Please contact Scott Harrison, CPRP at 407.739.4805 or sharrison@interwestgrp.com should you have any questions. If you find our proposal acceptable, please provide a signed notice-to-proceed letter.

Sincerely,

William Evans

Digitally signed by William Evans
DN: C=US, E=wevans@interwestgrp.com, CN=William Evans
Reason: I have reviewed this document
Date: 2025.12.31 10:48:55-08'00'

William Evans, Senior Director of Professional Services
Interwest Consulting Group

CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.11
Meeting Date: January 14, 2026

SUBJECT: First Amendment to the Agreement with Absolute Security Intl Corp, DBA Absolute International Security for Security and Patrolling services.

SUBMITTED BY: Daniel Torres, Community Services Director

ACTION:
Authorize the City Manager to execute the First Amendment to the Agreement with Absolute Security Intl, DBA Absolute International Security (AIS), for providing security and patrolling services to city-owned facilities, for an amount not to exceed $116,773.42.

SUMMARY:
This amendment will initiate a one-year extension of the original three-year agreement, which commenced on December 10, 2022, for security and patrolling services at City-owned facilities.

BACKGROUND:
The City of Wildomar entered into an agreement for services with Absolute Security Intl Corp DBA Absolute International Security (AIS) on December 10, 2022. The City solicited for the services in September 2022. A total of 7 bids were submitted to the City Clerk's office in response to the request. The service location consists of City Hall, Marna O'Brien Park, Heritage Park, and Windsong Park. The determination to proceed with Absolute International Security was that they provided a competitive bid but were selected based on their approach to a work plan that best fulfilled the city's needs. The executed agreement for services is listed as Attachment A.

DISCUSSION:
City staff has determined to continue using AIS for the services listed in the original scope of work, and fees remain flat for half of the agreement. The scope of work and the expected level of services will be adjusted to incorporate the two future parks as a second amendment to the agreement, once a more definitive timeframe for the City's acceptance of the Beazer project and the opening of the 20-acre park is established. The First Amendment amends section 1 of the original services agreement, which states that the term of the first one-year extension will commence on December 10, 2025. The amendment also increases the agreement cost by $116,773.42 to cover the additional year of services under section 4 of the original agreement. The fees for the remainder of fiscal year 25/26 will be as projected in the approved biannual budget. The rates for fiscal year 26/27 increase by 2% which is also within projected expenses in the approved budget.

ACCOUNT CODE:
100-4850-52115
690-4611-52115

690-4612-52115
690-4613-52115

FISCAL IMPACT:
The facilities' general fund contractual services budget will used for expenses related to services to the City Hall site, while the Measure Z assessment will cover services conducted within the park locations. The funding strings are adequately budgeted to cover services as listed in the first amendment.

ATTACHMENTS:
Attachment A - Agreement for Services Absolute Security Intl Corp
Attachment B - First Amendment to Agreement for Services_AIS

AGREEMENT FOR SERVICES

By and Between

THE CITY OF WILDOMAR,

a municipal corporation

and

Absolute Security Intl Corp DBA
Absolute International Security (AIS)

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF WILDOMAR, CALIFORNIA
AND
ABSOLUTE SECURITY INTERNATIONAL CORP. DBA ABSOLUTE INTERNATIONAL SECURITY

This Agreement for Services ("Agreement") is entered into as of this 26th day of October, 2022 by and between the City of Wildomar, a municipal corporation ("City") and Absolute Security International, a corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by Request for Proposal the performance of the services defined and described particularly in Section 2 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for 3 years with two 1 year extensions commencing on December 10, 2022.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed three hundred twenty seven thousand four hundred eight dollars with forty cents ($327,408.40), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Service Provider's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(b) Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Service Provider contracts. Sub-Service Provider charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Service Provider for correction and resubmission. The City shall have ten (10) business days from receipt of an invoice, including but not limited to a revised invoice, to dispute a charge or expense.

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. City shall reject or finally accept Service Provider's work within ten (10) days after submitted to City. City shall reject work by a timely written explanation, otherwise Service Provider's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Service Provider's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

All Final Work Product developed by Service Provider in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such Final Work Product if paid for by the City. This provision specifically excludes Service Providers' work notes and drafts, which are owned by Service Provider, not City.

SECTION 7. SERVICE PROVIDER'S BOOKS AND RECORDS.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Service Provider shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

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

SECTION 9. STANDARD OF PERFORMANCE.

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

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

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

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

(c) City understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

considered "voluntary" provided Service Provider gives City notice of such court order or subpoena.

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

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

SECTION 16. INDEMNIFICATION.

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

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and

expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider.

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

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

SECTION 17. INSURANCE.

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

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and sub-contractors, if any, assigned to perform the

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

SECTION 20. TERMINATION OF AGREEMENT.

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

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

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

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

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders,

fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

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

SECTION 24. NOTICES.

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

To City:	City of Wildomar Attn: City Manager 23873 Clinton Keith Rd., Suite 201 Wildomar, CA 92595
To Service Provider:	Absolute Security International Corp. Absolute International Security Attn: Lucy Lin 5155 Irwindale Ave. Irwindale, CA. 91706

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that

commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Wildomar Municipal Code.

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

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

SECTION 29. WAIVER.

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

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire,

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

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

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

CITY OF WILDOMAR

Daniel A. York
City Manager

ATTEST:

Janet Morales
City Clerk

CITY OF WILDOMAR INCORPORATED July 1, 2008 STATE OF CALIFORNIA

APPROVED AS TO FORM

Thomas D. Jex
City Attorney

ABSOLUTE SECURITY INTERNATIONAL CORP. DBA ABSOLUTE INTERNATIONAL SECURITY

By: _____
Lucy Lin
Its: President

By: _____
Lucy Lin
Its: Chef Financial Officer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On October 21, 2023 before me, Portia C. Moore, notary public personally appeared Lucy Lin, 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: _____

PORTIA C. MOORE
COMM. #2343877
Notary Public - California
Los Angeles County
My Comm. Expires Jan. 27, 2025

NRO1 NRO1

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☑ CORPORATE OFFICER
  President
  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

Agreement for Services
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

RIV #4829-3292-6043 v1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On October 21, 2022 before me, Portia C. Moore, notary public, personally appeared Lucy Lin, 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: _____

PORTIA C. MOORE
COMM. #2343877
Notary Public · California
Los Angeles County
My Comm. Expires Jan. 27, 2025

NRO1 NRO1

OPTIONAL

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

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- ☐ INDIVIDUAL
- ☑ CORPORATE OFFICER

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

DESCRIPTION OF ATTACHED DOCUMENT

Agreement for Services
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

_____

_____

RIV #4829-3292-6043 v1

EXHIBIT "A"
SCOPE OF SERVICES

I. Service Provider will perform the following Services:

1. The requested services consist of furnishing all labor, materials, supplies and equipment to perform Facility Security and Patrol Services in the City of Wildomar.

2. **Service Location**
   1. Marna O'Brien Park – 20505 Palomar Street Wildomar, CA. 92595
   2. Regency Heritage Park – 20171 Autumn Oak Place Wildomar, CA. 92595
   3. Windsong Park – 35459 Prairie Road Wildomar, CA. 92595
   4. City Hall – 23873 Clinton Keith Road Suite 110 & 201 Wildomar, CA. 92595

3. **Scope of Services**
   1. Services to be provided 7 days a week including weekends and holidays.
   2. Perform four (4) nightly security checks and patrols to each service location.
   3. Security checks and patrol should be from 10pm through 6am.

   4. Marna O'Brien Park
      a. Lock restrooms and entry gates at gates between 10:00pm –10:30pm
      b. Random Patrol Security Check between 12am - 2am
      c. Random Patrol Security Check between 2am - 4am
      d. Unlock entry gates and restrooms between 5am – 6am.

   5. Regency Heritage Park
      a. Lock restrooms and entry gates at gates between 10:00pm –10:30pm
      b. Random Patrol Security Check between 12am - 2am
      c. Random Patrol Security Check between 2am - 4am
      d. Unlock entry gates and restrooms between 5am – 6am.

   6. Windsong Park
      a. Security Check between 10:00pm -10:30pm
      b. Random Patrol Security Check between 12am - 2am
      c. Random Patrol Security Check between 2am - 4am
      d. Security Check between 5am- 6am

   7. City Hall
      a. Security Check and Patrol confirming all doors are properly secured between 10:00pm -10:30pm
      b. Random Patrol Security Check between 12am - 2am
      c. Random Patrol Security Check between 2am - 4am
      d. Security Check between 5am- 6am

8. Use of an electronic reporting system confirming the presence and location.

9. Provide daily reports regarding activities, incidents, and site maintenance to City.

10. Respond to calls for service to service location from City Staff.

11. Escort any individual from premises upon direction of City Staff and call police when necessary.

12. Patrol during City Special Events upon request based on hourly rates.

13. Patrol during Facilities Rentals upon request based on hourly rates.

14. Be able to perform duties outlined with authority; quickly and quietly yet not be abusive, abrasive, or threatening.

EXHIBIT "B"
COMPENSATION

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

1. **Reoccurring Cost**
   A. Unarmed Uniformed Security Officer + Marked Patrol Unit

FY22/23	**FY23/24**	**FY24/25**	**FY25/26**
$33.78 hr.	$35.69 hr.	$37.13 hr.	$38.31 hr.

FY 22/23	
Marna O'Brien Park	$13,884.36
Windsong Park	$13,884.36
Regency Heritage Park	$13,884.36
City Hall	$13,884.36
Total	**$55,537.44**
FY 23/24	
Marna O'Brien Park	$26,451.67
Windsong Park	$26,451.67
Regency Heritage Park	$26,451.67
City Hall	$26,451.67
Total	**$105,806.68**
FY 24/25	
Marna O'Brien Park	$27,444.58
Windsong Park	$27,444.58
Regency Heritage Park	$27,444.58
City Hall	$27,444.58
Total	**$109,778.32**
FY 25/26	
Marna O'Brien Park	$12,571.49
Windsong Park	$12,571.49
Regency Heritage Park	$12,571.49
City Hall	$12,571.49
Total	**$50,285.96**

2. **Non-Reoccurring Cost**

   A. Unarmed Uniformed Event/ Facility Security
   Up to $2,000.00 per year for event security.

   B. Unarmed Uniformed Guard

FY22/23	**FY23/24**	**FY24/25**	**FY25/26**
$30.88 hr.	$32.42 hr.	$33.72 hr.	$34.73 hr.

C. Unarmed Uniformed Guard OT/Holiday

FY22/23	**FY23/24**	**FY24/25**	**FY25/26**
$46.32 hr.	$48.64 hr.	$50.58 hr.	$52.10 hr.

D. Unarmed Uniformed Guard w/ vehicle

FY22/23	**FY23/24**	**FY24/25**	**FY25/26**
$36.38 hr.	$38.42 hr.	$39.97 hr.	$41.23 hr.

E. Unarmed Uniformed Guard w/ vehicle OT/ Holiday

FY22/23	**FY23/24**	**FY24/25**	**FY25/26**
$51.82 hr.	$54.64 hr.	$56.83 hr.	$58.60 hr.

The Rates are based on the 5-year predicted CPI. Any substantial increase of future mandatory wage or other factors are subject to amending agreement.

IV. The total compensation for the Services shall not exceed $327,408.40, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

EXHIBIT "C"
INSURANCE

A. Insurance Requirements. Service Provider shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Service Provider shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Service Provider and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Service Provider's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Service Provider shall maintain limits of insurance no less than:

(1) Commercial General Liability. $1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. $1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than $2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than $1,000,000 per occurrence.

(4) Professional Liability. $1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Service Provider performs; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Service Provider's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Service Provider's insurance.

(3) Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.

C. Other Requirements. Service Provider agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Service Provider furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Service Provider shall furnish certificates and endorsements from each sub-contractor identical to those Service Provider provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES

by and between

the

CITY OF WILDOMAR

and

Absolute Security Intl Corp DBA
Absolute International Security (AIS)

Dated: January 14, 2026

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

This First Amendment to Agreement for Services ("First Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF WILDOMAR, a California general law city ("City"), and Absolute Security Intl Corp, DBA Absolute International Security a Corporation ("Service Provider"), as follows:

RECITALS

A. City and Service Provider entered into an agreement for services on December 10, 2022 ("Agreement"). The agreement provides that the Service Provider will provide Security and Patrol services to City-owned facilities as described in Exhibit A, Scope of Services of the original agreement.

B. Section 1 of the Agreement stated the original agreement is for a three-year term with two 1-year extensions, which commenced on December 10, 2022.

C. The First Amendment amends section 1, to state that the first 1-year extension commences on December 10, 2025.

C. Section 4 of the Agreement, which provided the specific amounts to pay the Service Provider based on the rates in Exhibit B Compensation.

D. The First Amendment amends section 4 to increase the agreement cost by $116,773.42.

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 **SECTION 1 TERM.** Section 1 of the Agreement is hereby amended as follows:

"Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, he Term of this Agreement is for 3 years, with two 1-year extensions commencing on December 10, 2022, with the first 1-year extension commencing on December 10, 2025."

1.2 **SECTION 4 COMPENSATION.** The second sentence Section 4 of the Agreement is hereby amended to read as follows:

"The total compensation, including reimbursements for actual expenses, shall not exceed four hundred forty-four thousand one hundred eight-one dollars and eighty-

two cents ($444,181.82), unless additional compensation is approved in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement.”

1.3 **EXHIBIT B** The exhibit within the original agreement will be modified to incorporate “Exhibit B-1” 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:_____
Chris Mann, City Manager

ATTEST:

_____
Janet Morales, City Clerk

APPROVED AS TO FORM

Thomas D. Jex, City Attorney

SERVICE PROVIDER

Absolute Security International Corp. DBA
Absolute International Security

By:

Lucy Lin

President

By:

Lucy Lin

Chef Financial Officer

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 Los Angeles)

On Dec. 23rd, 2025, before me, Phu Gia Diec, Notary Public, personally appeared Lucy Lin, 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.

PHU GIA DIEC
COMM. #2497922
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Aug. 18, 2028

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: Lucy Lin

- ☐ INDIVIDUAL
- ☒ CORPORATE OFFICER — President — TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
Absolute Security Intl Corp dba
Absolute International Security (AIS)

DESCRIPTION OF ATTACHED DOCUMENT

Acknowledgment
TITLE OR TYPE OF DOCUMENT

1 of 2
NUMBER OF PAGES

12/23/2025
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

RIV #4845-1206-0416 v1

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 Los Angeles)

On Dec. 23rd, 2025, before me, Phu Gia Diec, Notary Public, personally appeared Lucy Lin, 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.

PHU GIA DIEC
COMM. #2497922
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Aug. 18, 2028

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: Lucy Lin

- ☐ INDIVIDUAL
- ☒ CORPORATE OFFICER — Chief Financial 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))
Absolute Security Int'l Corp dba
Absolute International Security CAIS

DESCRIPTION OF ATTACHED DOCUMENT

Acknowledgment
TITLE OR TYPE OF DOCUMENT

2 of 2
NUMBER OF PAGES

12/23/2025
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

RIV #4845-1206-0416 v1

EXHIBIT "B-1"
COMPENSATION

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

1. **Recurring Cost**

A. Unarmed Uniformed Security Officer + Marked Patrol Unit

FY25/26	**FY26/27**
$38.731 hr.	$39.46 hr.

Unarmed Uniformed Guard w/ vehicle OT/ Holiday

FY25/26	**FY26/27**
$54.22 hr.	$55.84 hr.

B.

FY 25/26

Marna O'Brien Park	$15,744.72
Windsong Park	$15,744.72
Regency Heritage Park	$15,744.72
City Hall	$15,744.72
Total	**$62,978.88**

FY 26/27

Marna O'Brien Park	$12,948.64
Windsong Park	$12,948.63
Regency Heritage Park	$12,948.63
City Hall	$12,948.64
Total	**$51,794.54**

2. **Non-Recurring Cost**

A. Unarmed Uniformed Event/ Facility Security
Up to $2,000.00 per year for event security.

B.

FY 25/26

Special Events	**$ 1,000.00**

FY 26/27

Special Events	**$ 1,000.00**

CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.12
Meeting Date: January 14, 2026

SUBJECT: Budget Adjustment - Federal Advocacy Services

SUBMITTED BY: Cory Gorham, Assistant to the City Manager

PREPARED BY: Cory Gorham, Assistant to the City Manager

ACTION:
Approve the supplemental appropriation in the amount of $17,250 for account 100-4120-52115 Professional & Contractual Services for the remainder of FY2025-26 and an additional supplemental appropriation in the amount of $24,150 to be incorporated into the FY2026-27 Amended Budget.

SUMMARY:

Staff proposes to engage a federal advocacy firm to support the City's efforts to pursue federal funding opportunities, monitor federal policy, and strengthen relationships with federal agencies and members of Congress. Since the proposed agreement will span two Fiscal Years, staff recommends approval of a budget adjustment in the amount of $17,250 for the remainder of the current fiscal year (2025-26) as well as an additional budget adjustment in the amount of $24,150 for next fiscal year (2026-27) to fund federal advocacy services provided by Kiley & Associates.

The proposed agreement complies with the City's procurement requirements for professional services and is within the City Manager's authority to execute. City Council approval is required solely for the associated budget adjustment.

BACKGROUND:

As federal infrastructure, public safety, housing, and resilience funding programs continue to become increasingly competitive, many cities have elected to retain professional federal advocacy services to improve access to funding and policy information. Historically, the City of Wildomar has relied on internal staff capacity and regional partnerships to pursue federal opportunities.

Recognizing the increasing complexity of federal funding programs and the potential benefit of proactive engagement in Washington, D.C., the City solicited proposals from qualified federal advocacy firms. Proposals were received from the following firms:

- Kiley & Associates
- Innovative Federal Strategies

- Townsend Public Affairs

Each firm demonstrated relevant experience working with municipal clients; however, staff identified Kiley & Associates as the best overall fit based on approach, cost, and the ability to provide senior-level, hands-on advocacy services tailored to the City's size and priorities.

DISCUSSION:
Engaging federal advocacy services represents a strategic step forward for the City of Wildomar as the City seeks to proactively pursue federal funding opportunities and strengthen its presence at the federal level. Federal infrastructure, public safety, housing, and community development programs have expanded significantly in recent years; however, competition for these funds has increased and application processes have become more complex and time-sensitive.

Federal advocacy services should be viewed as an extension of City staff capacity as they enhance capacity by providing specialized expertise in navigating federal funding cycles, monitoring legislative and regulatory developments, and facilitating direct engagement with members of Congress, congressional staff, and federal agencies. These services are intended to help position City priorities earlier in the federal process, improve coordination with regional and federal partners, and increase the likelihood of securing discretionary and competitive funding.

Following a review of proposals submitted by Kiley & Associates, Innovative Federal Strategies, and Townsend Public Affairs, staff determined that Kiley & Associates provides the most appropriate combination of experience, focused service delivery, and cost-effectiveness for the City's needs. The firm's proposed approach emphasizes senior-level involvement, measurable outcomes, and a tailored federal funding strategy that will align with City priorities.

The recommended budget adjustment will allow the City to initiate these services for the next 12 months which will allow staff to evaluate their effectiveness prior to considering any future funding as part of the annual budget process.

Professional services contracts are governed by Municipal Code Chapter 3.28 – Contracts for Services, which allows the City to select consultants based on qualifications, experience, and demonstrated competence rather than a formal low-bid process so long as the total fee for services is $75,000 or less. Consistent with these requirements, staff received three written proposals from qualified federal advocacy firms.

The proposed agreement with Kiley & Associates meets all applicable procurement requirements and is within the City Manager's authority to execute under Chapter 3.28. City Council approval is not required for the execution of the professional services agreement itself; however, City Council action is required to approve the associated budget adjustment necessary to fund the services for the remainder of the fiscal year.

ACCOUNT CODE:
100-4120-52115

FISCAL IMPACT:

The fiscal impact for a 12 month agreement will cover two fiscal years which are detailed as follows:

FY2025-26 - $17,250
FY2026-27 - $24,150

ATTACHMENTS:
City of Wildomar Proposal Letter December_2025_Kiley Associates.pdf

Kiley &
Associates

December 8, 2025

Mr. Chris Mann
City Manager
23873 Clinton Keith Road
Wildomar, CA 92595

Dear Mr. Mann,

I am writing to provide an overview of how Kiley & Associates will serve the City of Wildomar. Our firm offers deep federal experience, long-standing bipartisan relationships in Washington, D.C., and a history of success with municipalities across the country. This letter outlines not just who we are, but specifically what we will do, what Wildomar can expect to receive, and what kind of return on investment your city can anticipate.

For more than a decade, Kiley & Associates has offered a wide range of services to a variety of organizations across many industry sectors. These include local governments, states, businesses, corporations, nonprofits and trade associations. We have provided government relations services in Washington, D.C. to some of the largest and most complex governmental entities in the country; helped clients successfully achieve policy, regulatory, and funding goals; and assisted others to envision and then implement multi-year, multi-million-dollar development projects. Our in-depth substantive knowledge combined with our creativity, hard work and reputation for integrity has earned us the trust of longstanding clients. We're proud that clients think of us as an integral part of their operations, capable of delivering the services they need when they need them.

Kiley & Associates proposes to provide a tailored federal advocacy, funding, and policy support program with the following scope of work and deliverables:

Scope of Work (Annual):

- **Federal Funding Strategy & Execution:**
  - Develop a Federal Funding Roadmap based on Wildomar's top priorities, such as: infrastructure, broadband, water, economic development, parks, and public safety.
  - Identify and pursue up to 3 earmark opportunities per Fiscal Year (FY) aligned to these goals.

- **Direct Advocacy & Relationship Building:**
  - Arrange and support at least 15 meetings (virtual or in person) annually between Wildomar officials and key congressional offices, agency leaders, and program administrators, in order to address topics of importance to Wildomar.
  - Support the development of briefing materials, policy one-pagers, and talking points for all engagements.

- **Policy Advisory Support:**
  - Provide quarterly updates on relevant federal legislative actions, funding opportunities, and regulatory changes.

  - Provide feedback and guidance in obtaining letters of support, and liaise directly with agency staff to strengthen submissions.

- **Annual Washington, D.C. Fly-In:**
  - Coordinate and support a targeted advocacy trip to Washington, D.C., timed with congressional appropriations milestones.
  - Schedule meetings with lawmakers, agency decision-makers, and relevant committee staff.

- **Strategic Guidance:**
  - Offer ongoing guidance on leveraging existing federal programs (FEMA, Department of Transportation, Department of Justice, Army Corps of Engineers, USDA, the Federal Aviation Administration, the U.S. Postal Service and more) to fund local projects.
  - Advise on key federal deadlines and timelines to ensure Wildomar engages at optimal moments during the federal funding cycle.

Expected Return on Investment (ROI):

Our target in Year One is to:
- Position Wildomar for $500K–$2M in federal funding through congressionally directed spending.
- Increase Wildomar's visibility with federal stakeholders to better position the city for long-term funding and policy influence.

Relevant Experience: We've applied this approach successfully for over two dozen other cities.The following is indicative of the type of success we have experienced:
- **City of Carson, CA** – Helped secure over $6.5 million in federal earmarks and grant funding between 2021–2024, including for parks and public safety infrastructure.
- **City of South Gate, CA** – Guided the city through multiple funding cycles, including securing over $4 million for street improvements, water systems, and emergency operations.
- **City of Lynwood, CA** – Secured $1.3 million for senior center upgrades and helped navigate FEMA and American Rescue Plan Act (ARPA) funding compliance.

More detail on past performance can be found in the accompanying attachment II below.

Team Commitment: You will have access to a senior-level team, including our President, Chief Counsel, and Vice President, who will be directly involved in advancing Wildomar's objectives.

Kiley & Associates would welcome the opportunity to serve as Wildomar's federal advocate. Should you decide to hire our team we are prepared to begin immediately and would recommend a strategy session be scheduled as soon as possible so that we can begin our collaboration. Our **monthly retainer** for our services is **$3,450** per month.

Thank you for your time and consideration. Please do not hesitate to contact me directly with any questions.

Very respectfully,

Kiley & Associates

Jayson Braude
Chief Counsel

Kiley & Associates, LLC
301 H Street NE
Washington, DC 20002
(562) 818-6646
JBraude@kileyassociates.org

2 Attachments:

1. Team Biographies
2. Recent Experience and References

Kiley &
Associates

Attachment I: Team Biographies

Gregory T. Kiley-President, Kiley & Associates

Gregory Kiley is President of Kiley & Associates, LLC. Since retiring from federal service, he has consulted to federal, state and local governments, and industry and non-profit entities on national security policy and processes. He has written for the Center for Strategic and International Studies among others.

Prior to working in the private sector, Mr. Kiley served 25 years in the federal government, concentrating on local governments, defense and national security. He spent six years as a senior professional staff member for the Senate Armed Services Committee. As lead staff for two subcommittees, his oversight portfolio included all military air and ground systems, military logistics and readiness, and the defense budget. His responsibilities included coordinating and conducting congressional hearings, developing and drafting legislation, and negotiating and staffing passage of annual National Defense Authorization Acts and supplemental spending bills.

Mr. Kiley began his professional career in the U.S. Air Force, culminating as a senior pilot, flying C-130 aircraft and deploying throughout the world. Greg also held positions as a wing plans officer, maintenance officer, and information management officer. Greg lives in Washington, D.C. with his wife and daughters.

Jayson J. Braude-Chief Counsel, Kiley & Associates

Jayson Braude is the Chief Counsel to Kiley & Associates. Jayson Braude grew up in the Los Angeles area and is the grandson of former United States Congressman Glenn Anderson. Jayson worked for United States Senators Kent Conrad and Sherrod Brown in Washington, D.C. After law school, he worked as Legislative Counsel for United States Congresswoman Janice Hahn, where he staffed the Congresswoman on the House Transportation and Infrastructure Committee. He then became the District Director for Congresswoman Nannette Diaz Barragan in her San Pedro office. Jayson has over fifteen-years of experience in government affairs and maintains contacts all over Capitol Hill and throughout federal, state and local agencies. Jayson is a graduate of UC Santa Barbara and received his law degree from Southwestern Law School in Los Angeles. Jayson is a member of the Washington Bar and resides in Washington, D.C.

Kimberly J. VanWyhe-Vice President, Kiley & Associates

Kimberly is currently Vice President of Kiley & Associates, focusing on business development and policy and strategy development. Kimberly received her BA in Political Science from St. John's University in 2004 and received her MBA in International Business with a concentration in consulting and holds a certification in Global Oil and Gas Management from the Thunderbird School of Global Management. Kimberly's previous professional experience includes working on multiple political campaigns on both the state and federal level, working for the Alaska State Legislature as well as working for the Cohen Group, a defense-oriented consulting firm founded by former Secretary of Defense William Cohen. She then served as the Director of Energy Policy at the American Action Forum, a D.C. think tank focusing on economic, domestic, and fiscal policy issues. Kimberly was raised in Fairbanks, Alaska and currently resides in Washington, D.C.

Kiley &
Associates

Michael Lane, Senior Partner, Kiley & Associates

Michael Lane is a Senior Partner at Kiley & Associates, specializing in federal supply chain policy, risk management, and government affairs. A former U.S. Army officer, he led the deployment of a logistics and sustainment company to Iraq in 2011 before transitioning to federal consulting. Mike has advised key agencies—including the Departments of State, Treasury, and Defense—on procurement, logistics, and risk management. He also has supported major defense contractors and aerospace firms navigating federal regulations. With deep expertise in supply chain resilience and national security policy, Mike advocates for clients facing legislative and regulatory challenges. A longtime Washington, D.C. resident, he leverages strong relationships across Capitol Hill and federal agencies to drive results.

Attachment II: Recent Experience and References

Kiley & Associates has strong ties at the federal level with both the legislative and executive branches. Every member of our team has developed professional working relationships with Republican and Democratic Members of the Senate and House, as well as with their personal staffs, and the staffs of key Senate and House committees. Further, we have key allies within the White House staff and across the Trump Administration.

Kiley & Associates' size, structure and personalized approach allows us to provide proactive, cost-effective representation to all our clients.

We are extremely proud of our work for our city clients across the State of California. The accomplishments and experience gained from the recent work below in other cities is a sample of similar work we would apply to the City of Wildomar.

2019-Present. **City of Carson, California.**

- Provided guidance and counsel to the Mayor and City Council on various matters related to COVID-19, including updates on federal policy and federal grant opportunities.
- Organized a Federal Small Business Administration virtual meeting to educate Carson business owners on the Paycheck Protection Program.
- Coordinated meetings between Carson Council members, the FAA, and the Long Beach Airport regarding noise complaints from residents.
- Facilitated meetings with FEMA and the United States Treasury to ensure Carson was receiving their fair share of the municipal funding from the American Rescue Plan.
- Renewed the City's relationship with United States Senator Dianne Feinstein and helped the City apply for earmarks and Community Improvement Projects (CIPs) with her office, which includes the potential of over a million dollars for parks funding within the City.
- Worked with the Federal Communications Commission to promote the Emergency Broadband Benefit to Carson residents, which will provide them up to $50 per month towards broadband

service for eligible households and a one-time discount of up to $100 to purchase a computer or tablet.

- At the request of the City, approached the U.S. Postal Service in Washington, D.C. to investigate long-running postal problems within the City of Carson with a goal to improve mail service for Carson residents.

- Worked with the City to explore renewable energy opportunities, including electric vehicle charging throughout Carson and solar power at City Hall and other City-owned buildings.

- Brought in the U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency to help the City with the problem at the Domínguez Channel.

- Helped the City secure a $2 million federal earmark from their Congressmember for an infrastructure project at Carson Veterans Park.

- Helped the City secure a Senate earmark for $1.5 million that Senator Padilla submitted to the Senate Appropriations Committee for street and landscaping improvements.

2019-Present. **City of South Gate, California.**

- Developed a federal funding and policy agenda for the Mayor, Council and City department heads. Created federal government agendas and provided federal outreach and funding opportunities. Provide the City with relevant hearing schedules and grant announcements.

- Arranged for City officials to meet with federal officials on the COVID-19 Funeral Assistance program which provided thousands of dollars for families in the City who lost a loved one.

- Provided the City with Congressional and White House updates detailing legislative action in Washington.

- Initiated a dialogue for the City with Union Pacific Railroad regarding trash and homelessness along a neglected rail line.

- Worked with the City to secure earmarks for $1.5 million in road improvements to Garfield Avenue, of which Congresswoman Barragán submitted to the House Committee on Transportation and Infrastructure for approval.

- Worked with South Gate, Los Angeles County Metro, and Congress for millions of dollars in funding for the West Santa Ana Branch light rail line. Started a dialogue between the City and the office of recently appointed United States Senator Alex Padilla.

- Worked with the City and the EPA to keep the South Gate Superfund sites at the forefront of the agencies' federal priorities.

- Worked closely with the City and federal officials after the January 2020 Delta Airlines Fuel Release over Southeast Los Angeles. Facilitated a Zoom call between the White House and the City of South Gate. South Gate Councilwoman Denise Diaz also participated in this extremely

informative and crucial White House conversation with Intergovernmental Affairs Director Eduardo Cisneros.

- Engaged with the United States Conference of Mayors, providing South Gate a seat at the table for numerous federal decisions.

- Helped the City secure an earmark for $1 million that the Congresswoman submitted to the House Appropriations Committee for drinking water improvements.

- Helped the City secure an earmark for $1.5 million that Senator Padilla submitted to the Senate Appropriations Committee for street and landscaping improvements.

- Helped the City secure an earmark for $1.25 million that both Senator Feinstein and Senator Padilla submitted to the Senate Appropriations Committee for upgrades to the City's Emergency Operations Center.

2020-Present. **City of Lynwood, California.**

- Organized meetings for the City and the Port of Los Angeles regarding the shipping backlog and the supply chain issues currently impacting the region, traffic, and the environment.

- Worked with the U.S. Department of Housing and Urban Development to secure a $1 million dollars award for the City of Lynwood. Worked with the EPA to bring in senior White House officials to the City for a tour and meetings.

- Worked with Congressional officials and the City to ensure Lynwood is maximizing COVID-19 FEMA reimbursements and implementing ARPA funding for maximum usage.

- Helped the City with numerous matters related to compliance and accounting of the ARPA. Worked with the City to push for Federal legislation that allows for 30% of ARPA recovery funding to be spent on transportation projects or community projects. This legislation allows local officials additional flexibility to spend their own funds and extends the spending deadline by an additional two years.

- Helped the City secure an earmark for $1.3 million that their Congresswoman submitted to the House Appropriations Committee for renovations to the City's Senior Center.

- Helped the City secure Senate earmarks that were submitted to the Senate Appropriations Committee. Senator Feinstein secured funding for public safety radio.

Kiley & Associates

References

Jennifer Vasquez
City Manager, City of Maywood
Jennifer.Vasquez@cityofmaywood.org
323-562-5700

Thaddeus McCormack
City Manager, City of Lakewood
Tmack@lakewoodcity.org
562-202-1114

Mayor Michael Vargas
City of Perris
MVargas@cityofperris.org
951-238-9598

John Moreno
City Manager, City of Paramount
JMoreno@paramountcity.com
562-400-6070

Mike Flad
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818-632-3110

David Roberts
City Manager, City of Carson
DRoberts@carsonca.gov
310-952-1729

CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.13
Meeting Date: January 14, 2026

SUBJECT: Planning Commission Appointment - Councilmember DePhillippo

SUBMITTED BY: Janet Morales Garcia, City Clerk

ACTION:
Ratify Councilmember DePhillippo's appointment of John Hume to serve on the Planning Commission for the term ending December 2026.

SUMMARY:
The Planning Commission is comprised of five Wildomar residents appointed by the City Council. The Commission's primary role is to review and make decisions on various land use development applications, including, but not limited to, conditional use permits, plot plans, variances, parcel maps, and tract maps. The Commission also makes recommendations to the City Council regarding amendments to the City's General Plan and Zoning Ordinance.

BACKGROUND:
One of the duties of a City Councilmember is to appoint, and then for the full Council to ratify, a citizen to serve on the Planning Commission. Council ratification requires at least three affirmative votes. The terms of members of the Commission shall run concurrently with the term of office of the City Councilmember who appointed the Commission member.

Qualifications for membership are as follows:
1. Members of the Commission shall be residents of the City and shall be qualified electors within the City.
2. Each member shall be a resident of the City for the year immediately preceding the inception of his or her term.
3. No member of the Commission may be an employee or officer of the City.

DISCUSSION:
On September 3, 2025, Brianna Bernard, appointed by Councilmember DePhillippo, submitted her resignation from the Planning Commission. A notice of vacancy was issued pursuant to Section 2.24.020 of the Wildomar Municipal Code (WMC). A total of eleven (11) applications were received as of January 5, 2026. The vacancy notice states that the application period will remain open until filled.

Councilmember DePhillippo wishes to appoint John Hume to serve on the Planning Commission. Pursuant to the WMC, this appointment is subject to ratification by the City Council. Councilmember DePhillippo requests that the City Council ratify the appointment of John Hume to serve the remainder of the term ending December 2026.

The Planning Commission member's term will take effect upon appointment and successful

completion of a background check. The appointee will be sworn-in at the first Planning Commission meeting following the appointment.

ATTACHMENTS:

1. Planning Commission Applications

Docusign Envelope ID: 7DF086AD-1F30-40AA-95F6-59E83F8CFF7D

CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: Lisandro Alcantar

Residence Address: [redacted] Wildomar, CA 92595

Telephone: [redacted] (Home) _____ (Work)

E-mail Address: [redacted]

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? Yes
2. How long have you lived in Wildomar? 2.5 Years

EDUCATION:

Highest year completed Class of 2013 Cal Poly Pomona Highest Degree received Bachelor Degree in Business Administration

EMPLOYMENT:

Alcantar's Drivetrain Performance

[redacted]

Employer's phone number/Type of Business

Automotive Specialty Wholesaler

Vice-President

Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:00 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

Yes.

PLEASE NOTE **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: Lisandro Alcantar Date: 9/25/2025

Docusign Envelope ID: 7DF086AD-1F30-40AA-95F6-59E83F8CFF7D

CITY OF Wildomar
Supplemental Questionnaire

Planning Commissioner

PRINT NAME: Lisandro Alcantar

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Lisandro Alcantar
Signature

9/25/2025
Date

1. Please describe your experience as it relates to this position.

I've spent 20 years running a small family business in Los Angeles. I know the challenges that city planning can face balancing business prosperity and residents' quality of life. I've been on both sides of the spectrum, as a resident and as a business. I've learned to make hard decisions especially in the face of adversity without allowing rash emotions or outside pressures.

Docusign Envelope ID: 7DF086AD-1F30-40AA-95F6-59E83F8CFF7D

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

No, I have not but I have great interest in getting involved with local government.

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

As a transplant to the city 2.5 years ago, I have a great appreciation to Wildomar. My wife and I chose Wildomar as a place to call home and start a family in the near future, I have a vested interest in keeping Wildomar's residents' quality of life high, as well as see the town progress with business opportunity. I hope to balance those two aspects in my participation ensuring a bright future for my family and all of Wildomar's residents.

Docusign Envelope ID: 7DF086AD-1F30-40AA-95F6-59E83F8CFF7D

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

On my day to day, I negotiate deals for work. I've learned to apply this skill to everyday life to find a compromise between two parties with seemingly opposing ideas. I'm a critical thinker and take a methodical approach to decisions and problem solving, especially those that impact other people.

I also run a social media page that promotes business in Temecula Valley; this requires me to interact with local business owners, tourists and residents. I have gained an understanding in what visitors come here for and also what local residents' concerns are and can offer a unique scope for the city.

5. What is your understanding of the role and responsibilities of the Planning Commission?

Strategizing the future of the city in regards to zoning, permits and land use. Making amendment recommendations or changes to the general plan to better fit the need of the city and it's residents.

Docusign Envelope ID: 7DF086AD-1F30-40AA-95F6-59E83F8CFF7D

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

Rapid population growth is leading to a higher housing need. There is plenty of open land in Wildomar for housing and business development but this doesn't necessarily reflect most residents desires. The primary issue will be finding a balance of maintaining the small town rural charm Wildomar is known for while allowing business opportunity and economical growth.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

Wildomar is a small city in population and area. We must not try and be something we're not, nor have the capacity to be. Resident's quality of life must always come first and be a priority. There is no one-size fits all solution with city planning and every proposal should be treated on a case by case basis taking into consideration Wildomar's residents, economic growth, city needs and impact on the city brand.

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CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: Ashley Despard

Residence Address: [redacted]

Telephone: [redacted] (Home) _____ (Work)

E-mail Address: [redacted]

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? Yes

2. How long have you lived in Wildomar? 3 years

EDUCATION:

Highest year completed Some college Highest Degree received Diploma

EMPLOYMENT:

Glassman planning associates
Employer's name & address

[redacted]
Employer's phone number/Type of Business

Agent
Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:00 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

Yes

PLEASE NOTE **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: Ashley Despard Date: 9/23/2025

Docusign Envelope ID: 3119D4DB-DED7-454C-A062-EFA7B3CFF418

CITY OF Wildomar
Supplemental Questionnaire

Planning Commissioner

PRINT NAME: Ashley Despard

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Ashley Despard
Signature

9/23/2025
Date

1. Please describe your experience as it relates to this position.

My background as a building permit technician, building inspector, and plans examiner has given me a comprehensive understanding of the development process from initial application to final inspection. I bring technical expertise in code compliance, practical knowledge of how projects are built, and strong communication skills from working directly with applicants, contractors, and the public. This experience allows me to balance community needs with applicant goals, ensure decisions are realistic and enforceable, and contribute to thoughtful, well-informed planning for the city's future.

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2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

No

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

I applied for the Planning Commission because I want to contribute to the thoughtful growth and development of our community. With my background in construction and small business, I understand both the technical and community-based impacts of planning decisions. By serving, I hope to support balanced development that encourages economic opportunity, preserves community character, and improves the quality of life for residents.Ex

Docusign Envelope ID: 3119D4DB-DED7-454C-A062-EFA7B3CFF418

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

I bring a combination of professional experience and community-minded perspective that would be an asset to the Planning Commission. Through my work in construction and land development, I am familiar with building processes, permit requirements, and the balance between regulatory compliance and practical implementation. As a small business owner, I also understand the importance of supporting local economic growth while preserving the character of our community. I am detail-oriented, collaborative, and committed to making fair, informed decisions that reflect the best interests of residents.

5. What is your understanding of the role and responsibilities of the Planning Commission?

My understanding is that the Planning Commission serves as an advisory body that reviews and makes recommendations on matters related to land use, zoning, and development within the community. The Commission is responsible for evaluating projects to ensure they align with the city's general plan, zoning ordinances, and long-term vision for responsible growth. In this role, commissioners consider both technical requirements and community input to make balanced, fair, and informed decisions that guide development and protect the overall quality of life for residents.

Docusign Envelope ID: 3119D4DB-DED7-454C-A062-EFA7B3CFF418

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

Over the next decade, Wildomar will face challenges related to rapid population growth, housing needs, and infrastructure demands. Key issues include balancing new development with preserving the city's rural character and open space, ensuring zoning and land use remain consistent with the updated General Plan, and expanding transportation and public services to meet growing demand. The city will also need to strengthen its economic base through business development while complying with state housing and environmental laws. Overall, the focus will be on managing growth responsibly while protecting community values and quality of life.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

I believe balancing residents' concerns with the City's long-term goals starts with active listening and clear communication. It's important to acknowledge and respect the perspectives of community members, while also considering how each decision aligns with the General Plan, state requirements, and the broader vision for Wildomar's future. My approach would be to weigh immediate neighborhood impacts against long-term community benefits, seeking solutions that minimize negative effects while advancing responsible growth. By being transparent, fair, and data-driven in the decision-making process, I can help build trust and ensure residents feel heard while still supporting the City's overall goals.

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CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: Lauren Eckert

Residence Address: [redacted] Wildomar, CA 92595

Telephone: [redacted] (Home) _____ (Work)

E-mail Address: [redacted]

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? Yes
2. How long have you lived in Wildomar? 8 years

EDUCATION:

Highest year completed 3 years of college Highest Degree received high school diploma (+ 3 years of college)

EMPLOYMENT:

Fallbrook Public Utility District

[redacted]

[redacted]

Employer's phone number/Type of Business

Executive Assistant/Board Secretary

Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:00 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

Yes. I am available all evenings. Additionally, with enough notice, I can be available during the day as well. I work for a public utility district, and they are supportive of employee involvement in their communities.

PLEASE NOTE **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: Lauren Eckert Date: 10/1/2025

Docusign Envelope ID: E04C4EFA-D2DF-439D-982C-FC225CF2A8A4

CITY OF Wildomar
Supplemental Questionnaire

Planning Commissioner

PRINT NAME: Lauren Eckert

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Lauren Eckert
Signature

10/1/2025
Date

1. Please describe your experience as it relates to this position.

I have six years of experience in local government. I am currently the Board Secretary for the Board of Directors of Fallbrook Public Utility District (FPUD). Fallbrook is an unincorporated community within San Diego, and FPUD acts as their "city hall." I am also the Secretary for the Community Benefit Program Committee of FPUD, which recommends, promotes, coordinates projects, oversees funding and ensures timely completion of projects proposed by nonprofit and qualified organizations related to parks, recreation facilities, and roads and street lighting within FPUD's service area.

Docusign Envelope ID: E04C4EFA-D2DF-439D-982C-FC225CF2A8A4

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

I currently serve as the Board Secretary and Executive Assistant at Fallbrook Public Utility District (FPUD), which is a local government agency. In this role, I support the Board of Directors and the General Manager in carrying out the District's governance and operations. My responsibilities include preparing and managing agendas, ensuring compliance with the Brown Act and other public transparency requirements, coordinating board and committee meetings, and serving as a key point of communication between staff, board members, and the public.

I have learned how important transparency and community trust are in local government. I have also developed a strong understanding of how governing bodies function, including balancing long-term planning, regulatory requirements, fiscal responsibility, and the needs of the community. This role has also given me firsthand experience hearing and considering different perspectives in order to operate in the public's best interest.

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

As a Wildomar resident, parent, and neighbor, I value the qualities that make Wildomar a great, neighbor-centric place to live. I believe thoughtful planning is essential to preserving the small town qualities while supporting responsible growth.

Serving on the Planning Commission would allow me to bring together both my personal commitment to the community and my professional skills in governance, communication, and public service to help ensure that planning decisions reflect the best interests of our city and its residents.

Docusign Envelope ID: E04C4EFA-D2DF-439D-982C-FC225CF2A8A4

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

I would bring a combination of professional skills and personal qualities that I believe would benefit the Planning Commission.

In my role at Fallbrook Public Utility District, I work closely with elected officials and executive leadership. I manage board and committee agendas, ensure compliance with open meeting laws, and support transparent communication between staff, the board, and the public. This background has given me a strong understanding of governance, decision-making, and accountability. My professional role requires attention to detail, strong organizational abilities, and clear communication. I understand the importance of listening to public input, weighing all sides, and making decisions that serve the public interest.

As a resident, I care about how planning decisions affect families, neighborhoods, and the long-term character of Wildomar. I would approach every discussion with the goal of balancing growth while preserving the values that make Wildomar unique.

5. What is your understanding of the role and responsibilities of the Planning Commission?

My understanding is that the Planning Commission reviews and makes decisions on land use and development applications, such as conditional use permits, plot plans, and parcel or tract maps.

The Commission also makes recommendations to City Council on important policy matters, including updates to the City's General Plan and Zoning Ordinance.

The Commission conducts public hearings, where input is gathered from the Planning Department, applicants, and community members before a decision is made. This process is important to ensure transparency, fairness, and community trust. The Planning Commission's role helps balance growth and development with the needs and values of Wildomar residents, while ensuring decisions are consistent with adopted plans and ordinances.

Docusign Envelope ID: E04C4EFA-D2DF-439D-982C-FC225CF2A8A4

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

Over the next 5–10 years, I believe some of the key issues for Wildomar will center on how the city manages growth while maintaining the character and quality of life that residents value. With growth also comes increased pressure on infrastructure (roads, utilities, water, and public services), so careful planning and coordination with agencies will be critical to avoid strain on existing systems.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

I believe balancing residents' concerns with the city's goals and long-term benefits begins with listening. Every resident's perspective is valuable, and it's important that people feel heard and respected in the decision-making process.

At the same time, the Planning Commission has a responsibility to weigh those perspectives alongside the broader vision of the General Plan and the city's long-term priorities.

I would approach this balance by asking: How does this decision impact individual residents today, and how does it shape the community for future generations? My goal would always be to approach decisions with fairness, transparency, and respect, ensuring that the process builds trust even when outcomes may not fully satisfy every perspective.

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CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: Maria Gonzalez-Navarro

Residence Address: [redacted]

Telephone: [redacted] Cell [redacted] Work [redacted]

E-mail Address: [redacted]

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? Yes

2. How long have you lived in Wildomar? 17 years

EDUCATION:

Highest year completed MBA Highest Degree received MBA

EMPLOYMENT:

SDG&E
Employer's name & address

[redacted]
Employer's phone number/Type of Business

Gas Compliance Team Lead
Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:00 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

Yes, I am available

PLEASE NOTE **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: Maria Gonzalez-Navarro Date: 11/19/2025

Docusign Envelope ID: 2D09DE2E-EE04-40D5-A8E0-D490FAE5586A

CITY OF Wildomar
Supplemental Questionnaire

Planning Commissioner

PRINT NAME: Maria Gonzalez-Navarro

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Maria Gonzalez-Navarro
Signature

11/19/2025
Date

1. Please describe your experience as it relates to this position.

I have worked with various city and planning departments throughout my career in San Diego County. I understand safety and regulatory compliance and have seen many communities grow appropriately and inappropriately.

Docusign Envelope ID: 2D09DE2E-EE04-40D5-A8E0-D490FAE5586A

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

no

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

I hope to share my knowledge and experience that I think is transferable. The reason I applied is for that reason listed above and to be a voice for my community.

Docusign Envelope ID: 2D09DE2E-EE04-40D5-A8E0-D490FAE5586A

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

State, Federal, and local regulatory understanding plus a compassion to understand and hear out resident concerns. I strive to and know that I can bring us to common ground conversations and understandings. I also am good at understanding the big picture while breaking down the details and understanding their importance so that plans are carried out.

5. What is your understanding of the role and responsibilities of the Planning Commission?

To make decisions for the community about how the community will grow. also to forecast and plan for our future.

Docusign Envelope ID: 2D09DE2E-EE04-40D5-A8E0-D490FAE5586A

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

Growth to compete with the large world we live in while trying to maintain that small town feeling that we all moved here for. The balance is the key issue and how to try to achieve it in all decisions we make.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

By hearing out both sides of the argument and trying to identify common goals while thinking about our communities safety 1st.

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CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: John Hume

Residence Address: [redacted]

Telephone: _____ [redacted] _____
Home Cell Work

E-mail Address: [redacted]

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? Yes

2. How long have you lived in Wildomar? 4.5 years

EDUCATION:

Highest year completed 2 Years of college Highest Degree received HS Diploma

EMPLOYMENT:

Databank Holdings Ltd.

[redacted]

[redacted]
Employer's phone number/Type of Business

DCIM Engineer
Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:00 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

I work from home so this won't be a problem.

PLEASE NOTE **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: John Hume Date: 11/13/2025

Docusign Envelope ID: C395A1FD-3584-49B1-AA95-FB64487DB4CA

CITY OF Wildomar
Supplemental Questionnaire

Planning Commissioner

PRINT NAME: John Hume

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

John Hume
Signature

11/13/2025
Date

1. Please describe your experience as it relates to this position.

As an engineer, I bring to the table a mind for well-though out, vetted, and researched planning with attention to detail. Having worked in management, I'm also aware of the importance of clear communication. I am deeply vested in this community and want to see it grow in healthy and sustainable ways.

Docusign Envelope ID: C395A1FD-3584-49B1-AA95-FB64487DB4CA

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

No, but I have attended many monthly council meetings and city events in order to learn more about how the city operates.

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

I grew up in Corona, a city with a deep agricultural heritage. Over time, I watched as that city lost its soul and did not navigate the growth process well. Corona is now a city known for nothing other than traffic and a little bit of shopping. I want to see Wildomar grow while maintaining its unique culture and heritage.

Docusign Envelope ID: C395A1FD-3584-49B1-AA95-FB64487DB4CA

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

I work hard to perform thorough investigation on subjects before offering opinions. In today's social climate, quick emotional responses are valued above measured silence. I bring an engineer's thought process: Listen & Understand, Investigate, Analyze, Find Solutions, and finally Vet Solutions Against Unintended Consequences.

5. What is your understanding of the role and responsibilities of the Planning Commission?

The Commission's primary role is to review and make decisions on various land use development applications such as, but not limited to, conditional use permits, plot plans, variances, parcel maps, and tract maps. The Commission also makes recommendations to the City Council regarding amendments to the City's General Plan and Zoning Ordinance.

Docusign Envelope ID: C395A1FD-3584-49B1-AA95-FB64487DB4CA

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

LA and Orange Counties are mostly tapped out in terms of development space and costs. I foresee an uptick in developments (both residential and commercial) coming to south Riverside County over the coming years. In addition, I foresee an influx of people to this area as home prices have risen too high for many people to buy homes in the more coastal areas. Wildomar will need to figure out how to handle the new growth while maintaining its identity and expanding city infrastructure to ensure high quality of life.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

This is possibly the most difficult part of working in any government capacity. As people move in and out of the city, the resident concerns can shift over time, and the responsibility of the Commission is to decide if, when, and how city goals can or should change to match. However in each case, the goal is to get a sense of the overall public sentiment as opposed to a vocal few. In many cases, resident concerns do not take into account more than one or two points of view. Presenting concerned people with options based on current laws and regulations help promote better understanding of the complexities of making certain decisions.

Docusign Envelope ID: C6E0FC53-0C19-4538-AFC7-41681169592D

CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: VERONICA LANGWORTHY

Residence Address: [redacted] WILDOMAR, CA 92595

Telephone: _____ [redacted] _____
Home C Work

E-mail Address: [redacted]

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? Yes

2. How long have you lived in Wildomar? 20 YEARS

EDUCATION:

Highest year completed POS GRADUATE(12+) Highest Degree received MASTER OF ARTS

EMPLOYMENT:

freelance/independent work
Employer's name & address

Employer's phone number/Type of Business

American Senior Mentor, Independent Consultant, Brand Partner
Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:00 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

I anticipate being available for Planning Commission Meetings both regular and special meetings. The only reason to not be present would be due to family needs out of town and then anticipate being prepared and available via zoom/remote participation.

PLEASE NOTE **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: Veronica Langworthy Date: 9/29/2025

Docusign Envelope ID: C6E0FC53-0C19-4538-AFC7-41681169592D

CITY OF Wildomar
Supplemental Questionnaire

Planning Commissioner

PRINT NAME: VERONICA LANGWORTHY

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Veronica Langworthy
Signature

9/29/2025
Date

1. Please describe your experience as it relates to this position.

League of California Cities Planning Commissioner's Academy in Monterey, California -- Panel Discussion Participant (I believe it was 2018 and the topic was: What You See Depends on Where You Sit).

Further education at League of California Cities Planning Commissioner's Academy events in both Southern California and Northern California.

Environmental Geography coursework at University.

Docusign Envelope ID: C6E0FC53-0C19-4538-AFC7-41681169592D

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

Planning Commissioner, City of Wildomar 2011-2019.
Chairman for Planning Commission nearer the end of that time.

After reading documents, I learned to send questions to staff in advance to get clarification at meetings for better understanding.
I learned it is important to ask if any member of the public wants to make a comment on the agenda item as residents showing up for a specific agenda item may not know the procedural processes and it is good to provide them with the opportunity to make a timely comment to provide fact(s) that could impact the commission's decision.
I also learned that we cannot always predict which projects before the commission will be heavily supported or opposed or both, but that hearing and listening respectfully, along with stating the finding of fact can help to promote understanding for decisions made at a meeting. At some meetings there are even no comments, just the applicant in attendance or staff to address an agendized item.

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

I am applying for Planning Commission to use my skillset and knowledge for public benefit. I hope to keep the focus on Wildomar's Vision: The City of Wildomar will be a safe and active community with responsible growth and quality infrastructure while keeping a hometown feel.

Docusign Envelope ID: C6E0FC53-0C19-4538-AFC7-41681169592D

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

Being neighborly and engaging in civil discussion. Able to analyze multiple documents and navigate reports.

5. What is your understanding of the role and responsibilities of the Planning Commission?

The role and responsibilities of the Planning Commission is to make land use decisions based on finding of fact.

Docusign Envelope ID: C6E0FC53-0C19-4538-AFC7-41681169592D

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

Local control.
Responsible Growth.
Quality Infrastructure.
Keeping Wildomar uniquely Wildomar.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

Land Use issues are based on many factors, and the general plan which was made with resident input provides common ground for discussions and determining if Wildomar's "hometown feel" city vision is being honored.

Docusign Envelope ID: 0E01AB38-35E2-4456-B742-BD9C79D428BC

CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: Max Moctezuma

Residence Address: [redacted]

Telephone: [redacted] Home [redacted] Cell N/A Work

E-mail Address: [redacted]

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? Yes

2. How long have you lived in Wildomar? June 2025

EDUCATION:

Highest year completed Undergraduate - Highest Degree received MBA w/Concentration in IT Management

EMPLOYMENT:

[redacted]
Employer's name & address

United States Marine Corps
Employer's phone number/Type of Business

Unit Senior Enlisted Leader
Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:00 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

I am an active-duty Marine planning to retire in mid-2027. I am available to attend meetings with some advanced notice, though my schedule may fluctuate based on the needs of the Marine Corps. I currently hold a Top Secret security clearance and looking at being part of the community.

PLEASE NOTE **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: [signature] Date: 9/27/2025

Docusign Envelope ID: 0E01AB38-35E2-4456-B742-BD9C79D428BC

CITY OF Wildomar
Supplemental Questionnaire

Planning Commissioner

PRINT NAME: Max Moctezuma

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Signature

9/27/2025
Date

1. Please describe your experience as it relates to this position.

With over 18 years as an Active Duty Marine I have been in charge and helped with numerous of planning meeting to include managing over 170 personnel at one time.

Docusign Envelope ID: 0E01AB38-35E2-4456-B742-BD9C79D428BC

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

I have not.

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

I feel I can bring a different perspective to the planning process to include learning from those around mes

Docusign Envelope ID: 0E01AB38-35E2-4456-B742-BD9C79D428BC

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

Professionalism, team mentality, and a keen eye for detail planning.

5. What is your understanding of the role and responsibilities of the Planning Commission?

From what I gathered I will be part of a team who will be presented with different projects that affect the city. Our job will be no analyze and make decisions and provide feedback.

Docusign Envelope ID: 0E01AB38-35E2-4456-B742-BD9C79D428BC

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

From what I see, the city of Wildomar is an up and coming developing city with many different opportunities to expand.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

Resident concerns are an intricate part that makes up the city. Understanding their concerns and balancing the goals of the city while simultaneously vocalizing the goals to the residents is key to the open communication. I will understand higher intent and carry out the goals.

Docusign Envelope ID: C419EAF8-6774-41C7-AF0A-3627EA561B36

CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: Hannah Rinehart

Residence Address: [redacted]. Wildomar, CA 92595

Telephone: [redacted] (Home) _____ [redacted] (Cell) _____ (Work)

E-mail Address: [redacted]

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? Yes

2. How long have you lived in Wildomar? 7 years, since 2018

EDUCATION:

Highest year completed Some College Highest Degree received High School Diploma

EMPLOYMENT:

_____
Employer's name & address

_____
Employer's phone number/Type of Business

_____
Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:00 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

Yes I am able to attend all meetings.

PLEASE NOTE **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: Hannah Rinehart Date: 9/23/2025

Docusign Envelope ID: C419EAF8-6774-41C7-AF0A-3627EA561B36

CITY OF Wildomar
Supplemental Questionnaire

Planning Commissioner

PRINT NAME: Hannah Rinehart

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Hannah Rinehart
Signature

9/23/2025
Date

1. Please describe your experience as it relates to this position.

I have had the privilege of serving on the Measure AA Oversight Committee for nearly a year, which has given me valuable insight into how city funds are managed and how community priorities are addressed. This role has allowed me to better understand the importance of transparency, accountability, and long-term planning when it comes to shaping our city's future. In addition to this service, I bring the perspective of a concerned and invested resident. As someone raising a family in Wildomar, I care deeply about ensuring that our city remains not only safe but also a desirable place to live, work, and raise children.

Docusign Envelope ID: C419EAF8-6774-41C7-AF0A-3627EA561B36

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

Yes, I have participated in local government as a member of the Measure AA Oversight Committee for nearly a year. In that role, I was responsible for reviewing how the city allocated and used Measure AA funds to ensure they were spent responsibly and in alignment with the promises made to residents. Through this experience, I learned the importance of transparency, accountability, and community trust in government decision-making. I also gained a deeper understanding of how city operations and funding decisions directly affect the safety, services, and quality of life in Wildomar. Most importantly, I saw firsthand how resident involvement can shape positive outcomes for the community, which has motivated me to continue serving in a greater capacity.

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

I applied for the Planning Commission because I care deeply about the future of Wildomar and want to make sure that all parts of our city, including the more rural areas, have a strong voice in the planning process. Living on the rural side of town, I see unique concerns that sometimes feel overlooked, issues that affect property values, neighborhood safety, and the overall beauty of our community. My hope is to bring balance to the Planning Commission by ensuring that decisions take into account both the needs of housing tract communities and the unique character of rural neighborhoods. I want to advocate for thoughtful, responsible growth that protects property values, maintains safety, and preserves the beauty and character that makes Wildomar such a desirable place to live. Ultimately, my goal is to help create a city that current and future residents can be proud to call home.

Docusign Envelope ID: C419EAF8-6774-41C7-AF0A-3627EA561B36

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

I would bring a passion for all things related to home, family, and community. As both a wife and mother raising children in Wildomar, I understand firsthand the importance of creating a safe, welcoming, and well-planned city that supports families. I care deeply about the home I provide for my own family, and I extend that same care to the broader community we live in. My experience serving on the Measure AA Oversight Committee has given me practical insight into how city decisions impact residents, while my role as an involved parent has strengthened my ability to listen, collaborate, and advocate for what truly matters to families. I believe my perspective as both a resident and community member would be an asset in bringing balance, thoughtfulness, and a family-centered outlook to the Planning Commission.

5. What is your understanding of the role and responsibilities of the Planning Commission?

My understanding is that the Planning Commission plays a vital role in shaping the growth and character of Wildomar. The Commission reviews and makes recommendations on land use, zoning, and development proposals to ensure that projects align with the city's General Plan, municipal codes, and long-term vision. The responsibilities include evaluating how proposed developments will affect traffic, safety, the environment, infrastructure, and the overall quality of life for residents. The Commission also serves as a bridge between the community and the City Council by listening to public input, weighing different perspectives, and making informed, balanced decisions. Ultimately, the Planning Commission's role is to guide thoughtful, responsible growth that protects property values, maintains community character, and creates a safe and desirable city for residents both now and in the future.

Docusign Envelope ID: C419EAF8-6774-41C7-AF0A-3627EA561B36

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

Wildomar is at an important turning point. Our growth has taken off, and with that comes both opportunity and responsibility. Over the next 5–10 years, a key issue will be ensuring infrastructure keeps pace, roads, traffic, utilities, and public services must support new development. Another priority is public safety; we need adequate police presence to patrol, enforce laws, and keep neighborhoods safe. I also believe growing city revenue is vital, which can be achieved by attracting businesses and encouraging responsible development that benefits residents. This revenue will help fund investments in parks, schools, and community spaces that strengthen families and foster connection. Finally, as a resident of rural Wildomar, I believe we must preserve our unique character by protecting property values, open space, and the balance between rural areas and housing tracts.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

I believe balancing residents' concerns with the city's long-term goals requires listening, transparency, and careful evaluation. It's important to hear and understand the needs of residents, especially those in areas with unique concerns, while also considering the broader picture for the city. I agree with the City Manager that it is important to have a comprehensive plan outlining Wildomar's vision and what it should offer residents, and I would use that plan to guide decisions that support both community needs and long-term city goals. My approach would weigh short-term impacts against long-term benefits, ensuring growth that protects safety, infrastructure, property values, and quality of life.

Docusign Envelope ID: 1BAE7763-8FA6-4180-AF9D-8514A868F754

CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: Don Saunders

Residence Address: [redacted] Wildomar, CA 92595

Telephone: [redacted] (Home) [redacted]

E-mail Address: [redacted]

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? Yes
2. How long have you lived in Wildomar? 29 years

EDUCATION:

Highest year completed 4 year College - B.S. Degree Highest Degree received Bachelors of Science - Business Administration

EMPLOYMENT:

CM Sales and Marketing

[redacted]

[redacted]

Employer's phone number/Type of Business

Customer Business Manager

Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:00 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

Yes, I work remotely from home.

PLEASE NOTE **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: Don Saunders Date: 10/1/2025

Docusign Envelope ID: 1BAE7763-8FA6-4180-AF9D-8514A868F754

CITY OF Wildomar
Supplemental Questionnaire

Planning Commissioner

PRINT NAME: Don Saunders

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Don Saunders
Signature

10/1/2025
Date

1. Please describe your experience as it relates to this position.

I have over 30 years of experience working with county and city planning departments to ensure that community planning meets the needs of the residents. Prior to moving to Wildomar, I held the following positions: Chino Hills Municipal Advisory Council member and Planning member appointed by the County Supervisor, City of Chino Hills Public Works Commissioner appointed by the City Council, and City of Chino Hills General Plan Advisory Member. After moving to Wildomar, I became a Wildomar Municipal Advisory Council and Planning member appointed by the County Supervisor, as well as a Riverside County Trails Committee member for the District appointed by the County Supervisor.

Docusign Envelope ID: 1BAE7763-8FA6-4180-AF9D-8514A868F754

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

As a previously appointed member of Municipal Advisory Councils, Public Works Commission, and Trails Committee, I gained a clear understanding of how the local government process works. With proper knowledge, I have been able to make well rounded recommendations on behalf of the community.

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

As a resident of Wildomar for 29 years, I have experienced the wonderful surroundings Wildomar has to offer for residents to raise their family. I am applying to the Planning Commission as I would like to contribute to my community and help Wildomar to continue to grow by following the general plan to balance residential and commercial growth while keeping the hometown look and feel.

Docusign Envelope ID: 1BAE7763-8FA6-4180-AF9D-8514A868F754

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

My career in consumer product sales requires me to build relationships which entails having good listening skills as well as evaluating information to determine the best outcome for all involved. As a team player, I want to work with others cohesively to address planning items in Wildomar and make decisions with an open mind, listening to public input, as well as following local guidelines.

5. What is your understanding of the role and responsibilities of the Planning Commission?

In addition to following the new General Plan, the Planning Commission reviews and makes decisions on various land use development applications, plot plans, variances, parcel maps, tract maps, conditional use permits and zoning ordinances. The Planning Commission also makes recommendations to the City Council regarding amendments to the City's General Plan and Zoning Ordinance.

Docusign Envelope ID: 1BAE7763-8FA6-4180-AF9D-8514A868F754

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

Continued growth in population and traffic will continue to be a key issue in Wildomar. The focus will be to follow the new general plan to ensure future growth is balanced with responsible growth while maintaining the hometown feel.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

Providing an open mind and impartial viewpoint to legitimate environmental and potential safety concerns while keeping within city ordinances, zoning laws, and well as state zoning laws.

Docusign Envelope ID: 76823D2B-86AB-4F67-8583-A1E42881A1D7

CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: Steven Velasquez

Residence Address: [redacted]

Telephone: [redacted] (Home) _____ (Work)

E-mail Address: [redacted]

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? Yes

2. How long have you lived in Wildomar? 3 years

EDUCATION:

Highest year completed Junior college Highest Degree received Associates degree

EMPLOYMENT:

Self employed. Retired LASD sergeant.
Employer's name & address

Financial Services
Employer's phone number/Type of Business

Financial Consultant
Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:00 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

Yes

PLEASE NOTE **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: Steven Velasquez Date: 10/21/2025

Docusign Envelope ID: 76823D2B-86AB-4F67-8583-A1E42881A1D7

CITY OF Wildomar
Supplemental Questionnaire

Planning Commissioner

PRINT NAME: Steven Velasquez

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Steven Velasquez
Signature

10/21/2025
Date

1. Please describe your experience as it relates to this position.

During my experience with the Sheriff's Department, I have had contact with all walks of life which include citizens, city officials, etc. During my career I've been able to hear firsthand from citizens feedback on businesses and land uses. My experience has given me the ability to work well with people.

Docusign Envelope ID: 76823D2B-86AB-4F67-8583-A1E42881A1D7

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

No.

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

I want to be involved with my city and do what's best for my community.

Docusign Envelope ID: 76823D2B-86AB-4F67-8583-A1E42881A1D7

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

Ability to work with all people and convey wishes, ideas, and plans clearly and with empathy.

5. What is your understanding of the role and responsibilities of the Planning Commission?

Make recommendations and decisions regarding land use, businesses, etc.

Docusign Envelope ID: 76823D2B-86AB-4F67-8583-A1E42881A1D7

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

Ensuring the right businesses are coming to the city and the land is being used correctly to not only keep residents happy, but keep the revenue in the city instead of surrounding areas.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

With reasonableness in mind and empathy for the residents. Plans cannot be one sided, but may not benefit everyone either. Balance is key.

Docusign Envelope ID: E837002C-78DC-436D-A87C-8114FFC7123B

CITY OF WILDOMAR
PLANNING COMMISSION APPOINTMENT APPLICATION

A Supplemental Questionnaire is required for a Planning Commission appointment. Your application will not be considered complete without submittal of both forms.

Applicant Name: Michael Wu

Residence Address: [redacted]

Telephone: _____ [redacted] _____
Home C Work

E-mail Address: [redacted]

BACKGROUND INFORMATION:

1. Are you registered to vote in Wildomar? Yes

2. How long have you lived in Wildomar? 5 years

EDUCATION:

Highest year completed 2020 Highest Degree received Masters Degree

EMPLOYMENT:

Viasat
Employer's name & address

[redacted] Communications and Defense Contractor
Employer's phone number/Type of Business

Manager, Global Security Operations
Your position or title

The Planning Commission regularly meets on the first Wednesday of the month at 6:00 pm. Additionally, special meetings may be scheduled from time to time on other evenings/days. Are you available to attend the regular meetings and is your schedule flexible to allow for occasional special meetings? If not, please explain.

Yes

PLEASE NOTE **Should you be appointed, a Form 700 Statement of Economic Interests will be mandatory. This document is also a public record and will be given to those persons who request it. In addition, mandatory ethics training is required of this position. These are State Law requirements and cannot be waived.**

I declare that the information furnished hereinabove is true and correct to the best of my knowledge.

Applicant Acknowledgement: [signature] Date: 12/29/2025

Docusign Envelope ID: E837002C-78DC-436D-A87C-8114FFC7123B

CITY OF Wildomar
Supplemental Questionnaire

Planning Commissioner

PRINT NAME: Michael Wu

PLEASE TYPE OR PRINT LEGIBLY

This Supplemental Questionnaire will be a tool in the evaluation of your qualifications for this position. Please answer each question in sufficient detail so that we can understand precisely what your **qualifying** experience and accomplishments have been.

A Supplemental Questionnaire is required for Planning Commission appointments. Your application will not be considered complete without submittal of both forms.

Please use the space provided for your response. If more space is necessary, one additional page per question may be attached.

Signature

12/29/2025
Date

1. Please describe your experience as it relates to this position.

As a U.S. Marine Corps veteran and corporate security manager, I have interacted with a lot of folks from different backgrounds. I want to be that outlier resident who has lived here for 5 years to hear what the future holds for my family (4 kids under 12).

Docusign Envelope ID: E837002C-78DC-436D-A87C-8114FFC7123B

2. Have you participated in local government as a committee member, commissioner, council member, or staff? What was your role and what did you learn from it?

No, but I have a Bachelors in Political Science. Government has always been a keen interest of mine.

3. Why did you apply for Planning Commission and what do you hope to accomplish by your participation?

I hope to learn and provide feedback to the city I call home and invest in the city so my family and the other residents who call Wildomar home has projects and initiatives that can benefit our future.

Docusign Envelope ID: E837002C-78DC-436D-A87C-8114FFC7123B

4. What qualities or experience would you bring that would be an asset to the Planning Commission?

I have a diverse background and experience. I believe having someone like me can bring in a new perspective on how we can continue to shape Wildomar to a city everyone can be proud of.

5. What is your understanding of the role and responsibilities of the Planning Commission?

Listen, ask questions, and determine if proposals for businesses or projects benefits the city and its people.

Docusign Envelope ID: E837002C-78DC-436D-A87C-8114FFC7123B

6. What do you feel are some of the key issues facing the City in the next 5 to 10 years?

Continual state mandates (ex: Tres Lagos) that cities need to comply with. Also, a growing population and how the city can continue to provide resources and infrastructure to support the wellbeing of the residents and visitors.

7. How do you think you would balance residents concerns with overall City goals and long term benefits?

There needs to be a balance and flow of communication. It's important to stay transparent with the community when there are policies and mandates that are out of local government control. You won't please everyone, but as long you stay committed to the consistent practice of open and transparent communication, that is the best you can do for you and the residents of Wildomar.

SUBJECT: Amendments to the Tri-Party Agreement and Agreement for Services for "The Bluffs" Specific Plan Project and associated environmental documentation (PLN 24-0048)

SUBMITTED BY: Robert Flores, Community Development Director

PREPARED BY: Robert Flores, Community Development Director

ACTION:
1. Authorize the City Manager to execute the amendment for the Tri-Party Agreement (Attachment A) between the City of Wildomar, The Bluffs at Hidden Springs, LLC, Inc. and PlaceWorks, Inc. for the preparation of The Bluffs Specific Plan (SP) document and associated environmental documentation under CEQA; and

2. Authorize the City Manager to execute the amendment for the Agreement for Services (Attachment B) between the City of Wildomar and PlaceWorks, Inc. for the preparation of an SP document and associated environmental documentation under CEQA for the Bluffs at Hidden Springs Project.

SUMMARY:
The proposed amendments to the Tri-Party Agreement and Agreement for Services would increase the compensation of the not to exceed amount for professional services rendered by $117,344. All costs associated with these agreements are paid by the applicant of the The Bluffs Specific Plan project ("Project").

BACKGROUND:
On September 11, 2024, the City Council approved two agreements for the Project for environmental and specific plan services to be rendered by PlaceWorks Inc., including a Tri-Party Agreement between the City of Wildomar, The Bluffs at Hidden Springs LLC or the "applicant", and PlaceWorks Inc. to cover cost of services, and an Agreement for Services between the City of Wildomar and PlaceWorks Inc. for the provision of services and compensation.

Per the agreements, written approval for these amendments were received from the applicant, but require approve by the City. Additionally, the Applicant has reviewed the updated scope of work and budget (Attachment C), PlaceWorks Proposal dated October 20, 2025, and has agreed to pay the additional costs in accordance with city rules and policies.

DISCUSSION:
As the Project has progressed since the approval of the original agreements, changes to the project necessitate modified services that has resulted in an increase of costs for those services. If the agreements are approved, the new budget for the project, has a total “not-to-

exceed” compensation of $1,123,565. This cost will be paid by the Applicant, and all work will be charged against the Tri-Party Agreement account. In accordance with the provisions of the amendment to the Tri-Party Agreement, the Applicant must pay the total cost in one (1) lump sum.

Since the total compensation exceeds the City Manager's contracting authority under the Wildomar Municipal Code, this amendment has been brought before the City Council for consideration.

FISCAL IMPACT:
The preparation of the Project documents are the sole responsibility of the Applicant (The Bluffs at Hidden Springs, LLC, Tom Clark) as outlined in the Tri-Party Agreement, as amended, and the City bears no costs with their completion. The Applicant has also paid the required fixed application fees, which will cover the City’s costs of processing the Specific Plan and Tentative Tract Map development applications.

ATTACHMENTS:
Attachment A - First Amendment of the Tri-Party Agreement.docx
Attachment B - First Amendment of the Agreement for Services.docx
Attachment C - PlaceWorks Revised Proposal - Oct. 20, 2025

FIRST AMENDMENT TO
SPECIFIC PLAN AND CEQA/EIR DOCUMENT
PREPARATION AND DEPOSIT CONTRACT
AMONG THE CITY OF WILDOMAR, THE BLUFFS AT
HIDDEN SPRINGS, LLC, AND PLACEWORKS, INC.

This First Amendment ("Amendment") to The Bluffs Specific Plan and CEQA/EIR Document Preparation and Deposit Contract ("Agreement") dated September 11, 2024 ("Agreement") is made and entered into this ___ day of January 2026, by and among the City of Wildomar, a municipal corporation ("City"), The Bluffs at Hidden Springs, LLC ("Applicant"), and PlaceWorks, Inc., a California corporation ("Consultant"). City, Applicant, and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

1. Pursuant to Agreement Article 5.3 (Amendments), the Parties agree that it is necessary to modify the Agreement's title to more accurately reflect the Agreement's current purpose and function, without reference to preparation of any specific environmental document. Accordingly, the title of the Agreement is hereby amended to read as follows: "THE BLUFFS SPECIFIC PLAN AND ENVIRONMENTAL REVIEW AND DEPOSIT CONTRACT."

2. The Parties acknowledge that the Agreement was originally drafted in contemplation of preparation of an environmental impact report. To ensure consistency with the City's environmental review process and to preserve the City's discretion as lead agency under the California Environmental Quality Act ("CEQA"), all references in this Agreement to an "EIR," "CEQA/EIR," or "CEQA/Specific Plan Document" will be deemed to refer instead to environmental review under CEQA, as determined by the City in its sole discretion. Nothing in this Agreement will be construed to require preparation of any particular CEQA document.

3. Pursuant to Agreement Article 5.3 (Amendments), Articles 1.1 and 1.2 (Consultant Charges) are amended to reflect an increase in Consultant costs associated with expanded services as described in Attachment 1 to this Amendment (PlaceWorks Proposal dated October 20, 2025). The costs set forth in Article 1.1 are increased by $117,344 to establish a new total amount of $1,123,56. The estimated charges set forth in Article 1.2 are increased by $117,344 to establish a new total of $1,078,203. Attachment 1 is incorporated into this Amendment and the Agreement by this reference.

4. Pursuant to Agreement Article 1.4.2 (Subsequent Payments), Applicant must deposit with the City an additional amount of $117,344 to fund the increased Agreement costs described in this Amendment. Such additional deposit must be paid within ___ days of execution of this Amendment. The City will have no obligation to authorize or continue Consultant work in excess of deposited funds.

5. This Amendment may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Amendment binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart.

6. In accordance with Government Code § 16.5, the Parties agree that this Amendment will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

7. Except as modified by this Amendment, all other terms and conditions of the Agreement remain the same.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Amendment the day and year first hereinabove written.

ATTEST:

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR

By: _____
Chris Mann
City Manager

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

"CONSULTANT"
PLACEWORKS, INC.

_____
Kara L. Kosel
Vice President of Finance

"APPLICANT"
THE BLUFFS AT HIDDEN SPRINGS, LLC

_____
Louis Dargenzio
Co-Manager

ATTACHMENT 1
PlaceWorks Proposal dated October 20, 2025

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES BETWEEN
THE CITY OF WILDOMAR AND
PLACEWORKS, INC.

This First Amendment ("Amendment") to that Agreement for Services dated September 11, 2024 ("Agreement") is made and entered into this ___ day of January 2026, by and between the City of Wildomar, a municipal corporation ("City") and PlaceWorks, Inc., a California corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

1. Pursuant to Agreement Section 28 (Amendment), Agreement Recital A is amended to read as follows:

   A. City has sought from its established on-call CEQA/Land Use Service Provider, PlaceWorks, Inc., to provide environmental and land use planning services in connection with preparation of a Specific Plan for the "Bluffs at Hidden Springs" mixed-use project (PLN 24-0048), the performance of which services are defined and described particularly in Section 2 of this Agreement, as amended.

2. Pursuant to Agreement Section 28 (Amendment), Section 2 (Scope of Services) and its referenced Exhibit "A" are amended to include the augmented services and coordination described in Attachment 1 to this Amendment (PlaceWorks Proposal dated October 20, 2025). Attachment 1 is incorporated into this Amendment and the Agreement by this reference.

3. Pursuant to Agreement Section 28 (Amendment), Section 4 (Compensation and Method of Payment) is amended to reflect that the existing not-to-exceed compensation payable to Service Provider in the amount of $960,859 is increased by $117,344 to account for the augmented services described in Attachment 1 to this Amendment (PlaceWorks Proposal dated October 20, 2025). As amended, the total not-to-exceed compensation under the Agreement will not exceed $1,078,203.

4. This Amendment may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Amendment binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart.

5. In accordance with Government Code § 16.5, the Parties agree that this Amendment will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

6. Except as modified by this Amendment, all other terms and conditions of the Agreement remain the same.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Amendment the day and year first hereinabove written.

ATTEST:

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR

By: _____

Chris Mann
City Manager

APPROVED AS TO FORM:

_____
Thomas D. Jex, City Attorney

"SERVICE PROVIDER"
PLACEWORKS, INC.

_____
Kara L. Kosel,
Vice President of Finance

ATTACHMENT 1
PlaceWorks Proposal dated October 20, 2025

October 20, 2025

Robert Flores, Interim Community Development Director
City of Wildomar – Community Development Department
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595

Subject: Bluffs at Hidden Springs Specific Plan Project – Contract Amendment – Specific Plan Services

Dear Mr. Flores:

Understanding of the Project

To accommodate the changes to the land use plan and ongoing communication, as well as the shift from an Environmental Impact Report to a Section 15183 Consistency Analysis, this contract amendment includes a request for additional funds to cover the costs of the Specific Plan services, as summarized below. While contract amendments were provided by our subconsultants, ECORP Consulting, Inc. for biological resources services, and Fehr and Peers for transportation services, we have identified remaining funds in other tasks that can cover these amendments.

Scope of Work

TASK 1. SPECIFIC PLAN

Several iterations of the land use plan, beyond what we originally anticipated, were prepared to accommodate the City and applicant's requests. As such, PlaceWorks is requesting additional funds to cover the overages and preparation of the Specific Plan.

TASK 2. MEETINGS AND COORDINATION

In order to provide ongoing support and communication with the City and applicant, PlaceWorks is requesting additional funds to cover meetings and coordination.

Cost Estimate

PlaceWorks submits this cost estimate not to exceed $117,344, as shown in Table 1, *Cost Estimate*.

Table 1. Cost Estimate

TASK	COST
Task 1. Specific Plan	$ 77,967
Task 2. Meetings and Coordination	$ 39,377
Total	**$ 117,344**

Acknowledgment

This contract amendment shall remain valid for a period of 30 days from the time of submittal. If you have any questions regarding the contents of this proposal, please contact Mark Teague at 916.245.7500 ext. 2730 / mteague@placeworks.com. As a Principal, I am authorized to bind PlaceWorks and the project team to the contents of this proposal.

We look forward to working with you to bring about the successful completion of this project.

Respectfully submitted,

PLACEWORKS

Mark Teague, AICP
Principal Advisor, Land Use and Environmental Strategies

CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING
CONSENT CALENDAR
Agenda Staff Report # 1.15
Meeting Date: January 14, 2026

SUBJECT: Bundy Canyon Road Improvement Project, Segment 2 - SCE Power Pole Relocation Invoice

SUBMITTED BY: Carlos Geronimo, Principal Engineer

PREPARED BY: Carlos Geronimo, Principal Engineer

ACTION:
Authorize City Staff to make payment to Southern California Edison (SCE) for the relocation of existing electrical facilities associated with the Bundy Canyon Road Improvement Project, Segment 2 (Project) (CIP 026-2)

SUMMARY:
SCE owns and operates above-ground and underground electric facilities along the entire alignment of the Bundy Canyon Rd. Improvement Project, which require relocation and/or adjustments to conform with the proposed Project design. In order to complete this work, SCE requires the City to issue payment for relocation of facilities in areas in which the City does not have prior rights and therefore is fully responsible for the relocation.

BACKGROUND:
The Bundy Canyon Rd. Improvement Project, Segment 2 (Project), proposes to re-align and widen the existing two-lane road to four lanes including a double left turn median and shoulders. Within the project boundary exits various facilities owned and operated by utility agencies.

One of those utility agencies is Southern California Edison (SCE), which has above-ground and underground facilities used for distribution and transmission of electric power. Some of these facilities are located within public right-of-way that operate under a franchise agreement between the City and SCE or may have prior rights, which means these facilities existed prior to the creation of the public right-of-way. Other SCE facilities are located outside of the City right-of-way which will also be impacted by the Project.

SCE is fully responsible for the relocation costs within the public right-of-way. The City is fully responsible to pay for relocation costs of the SCE facilities located outside of the public right-of-way or that are in private property that are impacted by the Project.

DISCUSSION:
Over the last two years, the City has been coordinating with SCE to identify the facilities impacted by the project, establish prior rights, and prepare relocation plans. Due to the specialized type of work required to relocate electric facilities, SCE will do all of the relocation work and the City will reimburse SCE for the facilities the City is responsible for. The cost for the City's relocation responsibility is $320,477.61. A prior deposit of $18,300 was made by the

City to SCE towards this fee so that SCE could begin the Preliminary Engineering for the relocations.

Staff recommends that the City Council authorize City staff to make payment to SCE for the remaining balance of $302,177.61, as shown in the invoice included in Attachment A.

ACCOUNT CODE:
Project: CIP 026-2
Phase: Construction
Fund No: 503-4500-52115

ENVIRONMENTAL ANALYSIS:
The environmental impacts for the relocation of SCE's facilities are already identified and included in the Project's Environmental Impact Report approved on September 2014 and subsequent addendum prepared in July 2020.

FISCAL IMPACT:
Funding for the remaining balance of this payment to SCE in the amount of $302,177.61 will be covered by the FY 2025-2026 Capital Improvement Program budget, as approved by the City Council, using TUMF funds available for the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2). No additional funds are needed at this time.

ATTACHMENTS:
A - SCE Invoice for Bundy Relocations

SOUTHERN CALIFORNIA EDISON®

An EDISON INTERNATIONAL® Company

Southern California Edison Company

23873 CLINTON KEITH RD
WILDOMAR CA 92595

Document #	7590657744
Invoice Term:	90 Days
Customer Name:	FARAG, JASON
Customer Email:	JFARAG@CITYOFWILDOMAR.ORG
Invoice Date:	08/26/2025
SCE Contact:	Lindsey Dawn Allred Young
Telephone:	
Install - Billing Option:	
District Address:	24487 PRIELIPP ROAD WILDOMAR CA

Description	Amount
Service Request Number 3649154 **Project Location:** BUNDY CYN RD & OAK CYN DR TO HARVEST WAY VARLOC WILDOMAI **Project Description** **Invoice #** 562539	
Design #: 1687727 **Design Description** PHASE 2 **Product #:** 2208999 - RELOCATE FACILITIES	
LABOR: This amount represents the total SCE labor required to complete the work request. In most cases, this labor amount will consist of construction labor and any additional labor required for completing the work request. The construction labor amount will typically consist of installation and service labor required for the work request. The additional labor amount will typically consist of labor for inspection, cable and equipment make-up, dead ending, traffic control, grounding, supervision, and switching. All applicable labor related overheads for items such as the design, engineering, and project management are also included in the total SCE labor amount.	**$132,150.68**
MATERIAL: This amount represents the total SCE material required to complete the work request. In most cases, this material amount will consist of construction material and any additional material required for completing the work request. The construction material will typically consist of installation and service material such as transformers, cable, conductor, poles, meters, riser, switches, fusing equipment, handholes, and cross-arms. All applicable material related overheads are also included	**$103,810.37**
OTHER: This amount represents the total SCE other costs required to complete the work request. In most cases, this other amount will consist of all additional requirements needed for completing the work request. This other amount typically consists of items such as Added Facilities one time charges, contractor work, rights check, and permits.	**$46,498.40**
TOTAL LABOR, MATERIAL, OTHER:	**$282,459.45**
CREDITS: This amount represents the total SCE credits required to complete the work request. In most cases, this credit amount will consist of: Salvage Credit Depreciation Credit JPA Credit Overhead Equivalent Credit	**$(2,143.14)**
TOTAL CREDITS:	**$(2,143.14)**
NET CONSTRUCTION BILLING / RELOCATION ADVANCE:	**$280,316.31**
TAX: 1. ITCC on Applicant Furnished — Tax Base (Taxable Amount):	$0.00
Tax Rate:	24.00%
Tax Amount:	**$0.00**
2. ITCC on Net Construction (Less Non Taxable Amount) — Tax Base (Taxable Amount):	$167,338.74
Tax Rate:	24.00%
Tax Amount:	**$40,161.30**
TOTAL TAX:	**$40,161.30**
DEPOSITS:	
Preliminary Design & Engineering Advance	$0.00
Previous Payment	$(18,300.00)
TOTAL DEPOSITS:	**$(18,300.00)**
COMMENTS:	
TOTAL PROJECT INVOICE AMOUNT:	**$ 320,477.61**

SOUTHERN CALIFORNIA EDISON®
An EDISON INTERNATIONAL® Company

Southern California Edison Company

23873 CLINTON KEITH RD
WILDOMAR CA 92595

Document #	7590657744
Invoice Term:	90 Days
Customer Name:	FARAG, JASON
Customer Email:	JFARAG@CITYOFWILDOMAR.ORG
Invoice Date:	08/26/2025
SCE Contact:	Lindsey Dawn Allred Young
Telephone:	
Install - Billing Option:	
District Address:	24487 PRIELIPP ROAD WILDOMAR CA

COMMENTS CONTINUED:

ADDITIONAL PAYMENT INSTRUCTIONS:

If paying by check, please follow instructions on payment stub

Instructions for wire or ACH payments:

JP Morgan Chase Bank
New York, NY
ABA#: 021000021 - Acct#: 323-394434
SCE Taxpayer ID No. 95-1240335
SCE Contact: Lindsey Dawn Allred You
Document #: 7590657744

***** Failure to properly identify your document number and SCE contact may delay the application of funds and initiation of your project**

Special Instructions for overnight delivery methods:

Southern California Edison
Attn: Accounts Receivable
8631 Rush Street G-53
Rosemead, CA 91770

Please detach and return payment stub with payment

Payment Stub

Please pay total amount now due: **$302,177.61**

Thank you for paying promptly

Make check payable to Southern California Edison

Document # 7590657744

FARAG, JASON

23873 CLINTON KEITH RD
WILDOMAR CA 92595

ATTN: Accounts Receivable
PO Box 800
Rosemead, CA 91771-001

SUBJECT: Discussion and Adoption of 2026 City Council Goals

SUBMITTED BY: Cory Gorham, Assistant to the City Manager

PREPARED BY: Cory Gorham, Assistant to the City Manager

ACTION:
That the City Council adopt goals for the 2026 calendar year as presented.

BACKGROUND:
The purpose of the City Council's annual goal setting is to clearly identify and adopt a list of agreed upon priorities for the year. Once adopted, these goals will help guide the Council and staff to ensure that time and other resources are allocated in a manner consistent with the Council's shared objectives for the City.

This process does not result in a comprehensive list of specific projects or tasks, but rather a set of broad goals. Setting goals for the organization is a responsibility of the City Council, while achieving those goals through the establishment and execution of specific objectives is more appropriately the role of the City Manager and staff.

DISCUSSION:
Based on input from council members and staff, several proposed goals have been identified for consideration. Staff recommends that the City Council discuss these proposed goals, along with any others that are of importance to members of the Council, and adopt a list of goals for the 2026 calendar year.

Proposed goals:

1. Complete A Strategic Planning Process
2. Begin Work on Historic Old Town Specific Plan
3. Streamline Processes / Enhance Resident and Business Friendly Approach
4. Prioritize and Execute Key CIP Projects
5. Enhance Community Engagement
6. Enhance Emergency Preparedness
7. Facilitate Responsible Economic Development

FISCAL IMPACT:
No fiscal impact at this time. However, adopted goals may necessitate adjustments to the adopted Biennial FY2026 & 2027 Budget.

SUBJECT: Budget Adjustment - Strategic Plan

SUBMITTED BY: Cory Gorham, Assistant to the City Manager

PREPARED BY: Cory Gorham, Assistant to the City Manager

ACTION:
Approve the supplemental appropriation in the amount of $55,650 in account 100-4120-52115 Professional & Contractual Services.

SUMMARY:
Following a competitive Request for Proposals (RFP) process, Baker Tilly was identified as the preferred consultant to assist the City with the development of a long-term community vision and a five-year strategic plan. While the agreement falls within the City Manager's authority to execute, a budget adjustment is required to fully fund the project.

BACKGROUND:
On September 10, staff brought an item to Council recommending the review and approval of an RFP for a consultant to lead a strategic planning process. The City was seeking to develop a comprehensive strategic plan that establishes a long-term vision for the community and provides an actionable framework to guide City Council priorities, organizational decision-making, and resource allocation over the next five years. The scope of required services included a heavy emphasis that incorporated engagement and feedback from the community, City Council, and staff.

On September 15, staff issued the RFP via Planetbids and received six (6) proposals from qualified firms. Proposed costs ranged from $26,500 to $99,100, reflecting varying scopes of work, engagement approaches, and implementation methodologies.

DISCUSSION:
Staff reviewed each proposal for demonstrated experience, proposed approach, project timeline, cost, and the quality of examples provided from previously completed strategic plans. This review included an assessment of how each firm proposed to engage City Council, staff, and the community, and how effectively they demonstrated an ability to translate that input into a clear and actionable strategic framework.

Based on this evaluation, Baker Tilly was identified as the preferred vendor. Baker Tilly's proposal demonstrated a comprehensive understanding of the City's goals and clearly articulated a planning process that places strong emphasis on stakeholder engagement at all levels. Their approach includes structured opportunities for City Council involvement, meaningful staff input, and broad community engagement, ensuring the resulting strategic plan reflects both organizational realities and community priorities. In addition, the examples

provided of previously completed strategic plans for other entities illustrated a strong track record of delivering practical, well-organized, and implementable plans.

The proposed agreement with Baker Tilly is classified as a professional services contract. In accordance with Municipal Code Chapter 3.28 – Contracts for Services, the City followed the appropriate procurement process for professional services, which allows for selection based on qualifications, experience, and demonstrated competence rather than lowest cost alone. The agreement is within the City Manager's authority to execute; however, a budget adjustment is required to establish sufficient appropriations for the services.

Approval of the recommended budget adjustment will allow the City to proceed with a strategic planning effort that is consistent with the intent of the RFP and supports meaningful engagement with the community, City Council, and staff, resulting in a strategic plan that will guide the City's priorities and decision-making in the years ahead.

ACCOUNT CODE:
100-4120-52115

FISCAL IMPACT:

Upon execution of an agreement, approval of this item will result in a budget adjustment not to exceed $55,650 to fund strategic planning consulting services.

ATTACHMENTS:
City of Wildomar Strategic Plan Proposal October 2025 - Baker Tilly.pdf

OCTOBER 15, 2025

City of Wildomar

PROPOSAL FOR STRATEGIC PLANNING SERVICES

Colleen Rozillis, Principal

Annie Rose Favreau, Director

1. Introduction and cover letter

Dear Art:

We are extremely pleased to submit our proposal to provide a strategic plan for the City of Wildomar (the City). We are confident we offer the team, capabilities, approach, and level of dedicated service that will meet or exceed your expectations for the following reasons:

- **Extensive strategic planning expertise**. For over 40 years, we have provided strategic planning services to public sector organizations, not-for-profit entities, and businesses. Our planning expertise will enable us to help the City develop a comprehensive and achievable strategic plan that engages stakeholders throughout the planning process. Our approach identifies not just key goals and priorities, but the practical, actionable steps to attain goals; implementation planning; and performance measures to monitor and report progress to leadership and the community.

Art Villa
Accounting Specialist II

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

- **Our approach is grounded in comprehensive stakeholder engagement.** We firmly believe the planning process is just as important as the resulting plan. Effectively engaging City leadership, employees, and community stakeholders will be critical to successful execution of the plan.
- **Professionals who work effectively with government leadership.** Because we're hired by government clients to solve challenging oversight and operational problems at the highest levels, we're well versed at dealing with all levels of government. Your proposed team reports to councils, finance and audit committees, and senior management on a regular basis. Our engagement is staffed with personnel located across the nation. This allows us to escape geographic boundaries to provide the City with the most experienced and qualified staff for the engagement.

We hope after reviewing our proposal you find Baker Tilly highly qualified to provide the City's strategic planning facilitation services. We look forward to the possibility of working with you on this important undertaking. Thank you for your consideration.

We can't wait to get started.

Sincerely,

Colleen Rozillis, PMP
Principal
+1 (206) 302 6795
colleen.rozillis@bakertilly.com

Annie Rose Favreau
Director
+1 (206) 302 6326
annierose.favreau@bakertilly.com

Contents

1. Introduction and cover letter 2
2. Project understanding and approach 4
3. Tentative schedule 8
4. Proposer Qualifications 9
5. References 18
6. Agreement 20
7. Compensation 20

The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought.

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bakertilly

2. Project understanding and approach

We understand that the City of Wildomar is aiming to partner with an experienced consulting team to develop a forward-looking, actionable strategic plan that articulates a 10- and 20-year community vision supported by a 5-year strategic plan. The project will guide the City in defining its desired future, aligning stakeholders around shared priorities, and setting measurable goals to inform decision-making and resource allocation. This effort will include robust community engagement, active involvement of City Council and staff, and the integration of performance monitoring tools to track progress and support adaptive implementation. The resulting plan will serve as a dynamic framework that aligns the City's aspirations with achievable outcomes in areas such as land use, economic development, fiscal health, and community identity.

We'll achieve a successful strategic planning process by properly initiating and defining the project, understanding your strategic priorities, efficiently performing the work, and preparing clearly articulated deliverables. Each stage of our integrated approach to the strategic planning process is described below.

We collaborate with our clients to deliver insightful, high-quality work products that enhance a productive and rewarding planning process.

Phase 1	COORDINATION

Project coordination will encompass finalizing the work plan, establishing progress reporting requirements, confirming responsibilities and timing, ongoing project management, and quality assurance.

Finalize work plan
Upon contract award, we will conduct a kickoff meeting with the City's strategic planning team to finalize the work plan and establish clear expectations for the project. The work plan will define the scope, timing, resources, and level of effort required to complete each phase. The work plan will also specify the stakeholder engagement process and communication plan, including target participants for each engagement opportunity including staff, leadership, and community stakeholders.

Provide progress reports
We'll work with City leadership to establish protocols for managing work and submitting progress reports to verify the project is being performed on time, within budget, and at a satisfactory level of quality. To keep you informed of project progress, we will host biweekly or monthly progress coordination meetings, in-person meetings at key milestones, and will provide regular reports (at the City's desired frequency) that address schedule status, budget status, and any issues that may require attention.

Perform quality assurance
A principal will review all deliverables to verify that our mutual quality standards are met before submittal.

PHASE 1 DELIVERABLES

- Final work plan and schedule
- Ongoing progress reports
- Ongoing quality assurance reviews

Phase 2	FACT FINDING

We believe the strategic planning process is just as important as the resulting plan. Fact finding activities will include assembling appropriate information from relevant documents and stakeholder engagement.

Conduct Environmental Scan
The needs assessment/environmental scan will provide essential input for the planning process by identifying focus areas to be addressed by goals, objectives, and initiatives.

- We'll conduct interviews and/or focus groups with City Council members, senior management team, and other key internal leaders, as identified by the City.
- We will request and review relevant documents, including past plans, organizational charts, and budgets, along with previously collected employee or community feedback.
- We will also administer an all-staff survey to gain insights from employees across the organization.

Key elements of the environmental scan will include understanding the City's current and future needs as we assess values, strengths, weaknesses, opportunities, and threats.

Conduct Community Visioning Process
To facilitate a meaningful community visioning process, we will design and lead a series of inclusive and accessible public outreach activities that engage a broad cross-section of Wildomar residents, businesses, and community stakeholders. This will include:

- Three community open houses (two virtual and one in-person) designed to gather insights about community values, aspirations, and priorities for the City's future
- A user-friendly online survey to broaden participation and capture input from those unable to attend the meetings

All engagement activities will be carefully planned to encourage open dialogue, ensure diverse representation, and surface both shared themes and unique perspectives. Input gathered will be synthesized into a comprehensive summary report that will inform and guide the City Council in articulating a clear and compelling long-term vision.

PHASE 2 DELIVERABLES	
	• Environmental scan results • Employee survey results • Community open house agenda, materials, and facilitation

Phase 3	FACILITATION

This phase involves planning workshops with City leaders to develop the core elements of the strategic plan.

Planning session facilitation
We'll facilitate between two and three strategic planning workshops with City leadership (City Council and senior management) to create the core elements of the strategic plan. Our planning sessions will focus on the development of strategic goals aligned with the organization's mission, vision, and values; actionable

strategies; and performance metrics. Key inputs from the needs assessment and stakeholder engagement will be synthesized and presented for consideration during the work session.

The work session will be both an interactive and iterative process where input from the Council, management, staff, and community is merged to create a document that reflects the insights and priorities of each group. The goal is to ensure that: 1) priorities are well understood, 2) there is strong alignment between the overarching strategy and the specific tactics, and 3) performance measures are meaningful.

PHASE 3 DELIVERABLES	
	• Planning session agenda, materials, and facilitation • Planning session results •

Phase 4	REPORTING

The final phase planning process includes drafting and finalizing the strategic plan.

Draft strategic plan
In addition to the information developed for each stage of the planning process, the primary deliverable will be a comprehensive strategic plan that documents the planning process, participants, and results.

The strategic plan will function both as the City's blueprint for success and as a powerful communication tool that clearly defines the City's mission, vision, priorities, goals, objectives, strategies, and outcome measures. The plan will serve as a "living" document that covers a five-year period. The overall strategic plan will incorporate the following elements:

- Vision, mission, and values
- Goals, objectives, and actions
- A high-level implementation roadmap
- Outcome-focused performance metrics

Review and revise the strategic plan
We will submit the draft plan to City leadership for review and revise the draft plan based on comments. If desired, we can also conduct employee and/or community surveys to gather additional feedback on the draft plan. We will synthesize all input to identify themes that can be reviewed by City leadership for potential inclusion in the draft plan.

Submit final strategic plan
We will then present the finalized plan and process overview to City Council for adoption.

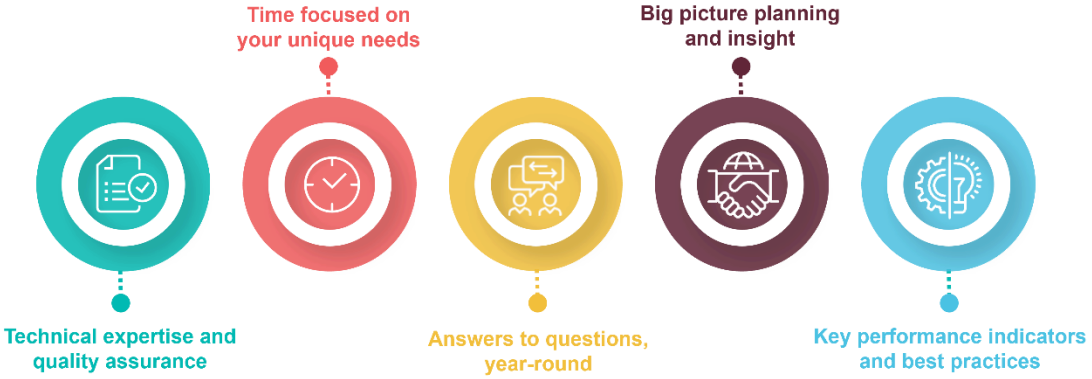
Process implementation Support
Key to implementation success is ongoing tracking, reporting, and evaluation of plan execution. We'll work with the City to establish an implementation tracking template and a process for data collection to support performance reporting and monitor progress toward the strategic goals.

PHASE 4 DELIVERABLES
• Draft strategic plan • Employee and/or community survey results (optional) • Final strategic plan • Implementation tracking template and process for tracking and reporting status of the strategic plan

Key staff members

Building trust with our client-focused approach to staffing

The work we do matters to you, and it matters to us. As a team, we'll work together to bring you:



One of our key differentiators is the staff we assign to our projects. Clients regularly praise our staff on their industry knowledge, professionalism, and practical approach. Our proposed team was selected because their skillsets and experience align to your requirements.

Colleen Rozillis, principal, will be your principal for this engagement and will also serve as the project's quality assurance reviewer. In this role, she will serve as an escalation point for the City and the reviewer of all deliverables to make sure they meet the high-quality standards of the firm. Annie Rose Favreau, director, will be the project manager who will lead the day-to-day work effort as well as being the project's primary contact. They each have significant experience supporting public sector clients.

As you'll see below and in the The right team section, our proposed team composition reflects a robust combination of quality assurance, project management, analytical expertise, and relevant industry experience. We will not be using any subcontractors for this project.

City of Wildomar's engagement team
Colleen Rozillis, *Principal* – Engagement Reviewer
Annie Rose Favreau, ***Director*** – Project Manager
Jessie Lenhardt, *Senior Manager* – Facilitator
Annie Fadely, *Manager* – Facilitator
Emily Hayes, *Manager* – Data Lead
Claire Kasinadhuni, *Senior* - Analyst

City Staff Support

To ensure a smooth and collaborative strategic planning process, we request that the City designate a primary point of contact to coordinate logistics, facilitate internal communications, and serve as a liaison between our team and City leadership. In addition, we anticipate needing staff support to:

- Gather requested documents and previously collected data
- Assist with interview scheduling
- Secure a suitable meeting space for the in-person community open house and any on-site strategic planning workshops
- Promote the community engagement work (including surveys and public meetings)

The senior management team will also be asked to participate in interviews, onsite work sessions, and the review of draft deliverables.

3. Tentative schedule

PHASES AND TASKS	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6
Phase 1: Coordination	◆					
Phase 2: Fact finding		▬	▬			
Phase 3: Facilitation			▬	▬	▬	
Phase 4: Reporting						◆

Estimated hours by phase and staff level

PHASES AND TASKS	PRINCIPAL	DIRECTOR	SENIOR MANAGER	MANAGER	SENIOR
Phase 1: Coordination	1	5	5	5	10
Phase 2: Fact finding	1	10	10	15	25
Phase 3: Facilitation	1	10	20	25	13
Phase 4: Reporting	1	5	10	10	20

4. Proposer Qualifications

This is more than a proposal. It's a promise. *To serve as your sounding board, your navigator and your second set of eyes on the horizon.*

Guiding you with our resources, reputation and reach

Making decisions today to shape tomorrow is never easy. That's why the City needs a consulting firm with the right blend of industry insight, functional expertise and technical know-how. Baker Tilly is that firm.

We focus on the intersection of strategy and execution to help you move forward with clarity and confidence. Our consulting services are designed to:

- Deliver innovative, practical solutions that help you adapt quickly, implement best practices and stay competitive in any environment
- Identify and mitigate risk, so you can make informed decisions with greater certainty
- Solve your toughest challenges, with a team that brings creativity, agility and deep industry/sector knowledge

Our reputation for quality is well-documented. As a leading advisory, tax and assurance firm, we were named a "Leader in Consulting" by Accounting Today. Below are key facts about our consulting practice, including the depth of resources that stand ready to support the City's project team:

Baker Tilly at a glance

2,800+
consulting team members

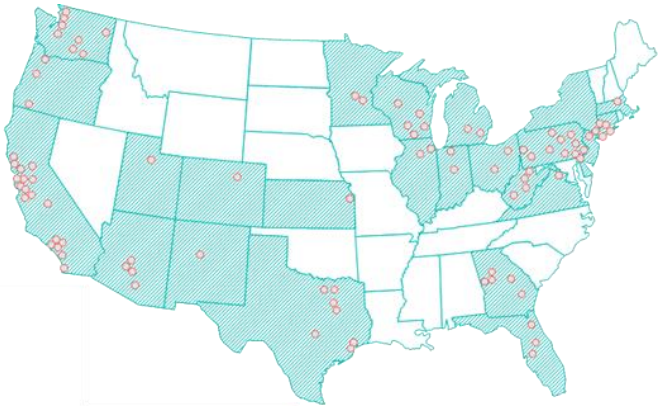
45+
years of consulting experience

200+
consulting principals

100+
worldwide office locations

40%
of Baker Tilly's $3B in FY24 firm revenue

300+
workplace and culture awards



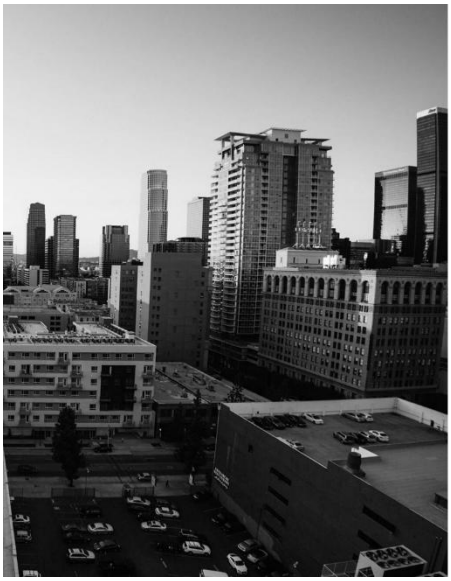
When you engage with us, you gain more than a service provider—you gain a collaborative team that aligns with your culture, adapts to your needs and delivers measurable impact. Our flexible engagement model meets you where you are and helps you get where you want to go.

Most importantly, the City will benefit from an exceptional experience for your leadership team, your internal teams and those you serve.

City experience

Our firm not only has an extensive Government Services Practice but also deep experience specific to cities. The majority of the cities we work with are running on tight budgets and challenged to find innovative ways to reduce costs while maintaining the service levels their constituents expect.

What you'll find working with Baker Tilly is a team that blends creativity and experience to offer new possible ways for the City to reduce risk, gain efficiency, and take advantage of unique opportunities as they develop. By bringing innovation and creativity together, you'll work with a team that understands and specializes in counties like yours.



More than **500** **CITIES** across the nation

More than **600** **PUBLIC SECTOR** professionals

More than **4,200** **PUBLIC SECTOR** clients across the nation

The depth of our practice means we understand the issues you face today and can provide the specialized services you need now and in the future. Our firm's professionals currently serve as auditors and consultants for more than 500 cities across the nation.

REPRESENTATIVE CITY CLIENTS	
• City of Albuquerque, New Mexico	• City of Hobbs, New Mexico
• City of Ashland, Oregon	• City of Lake Stevens, Washington
• City of Bandon, Oregon	• City of Las Cruces, New Mexico
• City of Bend, Oregon	• City of Las Vegas, New Mexico
• City of Benicia, California	• City of Medford, Oregon
• City of Brookings, Oregon	• City of Patterson, California
• City of Corona, California	• City of Portland, Oregon
• City of Culver City, California	• City of Redondo Beach, California
• City of Cupertino, California	• City of Renton, Washington
• City of El Paso, Texas	• City of Salem, Oregon
• City of Farmington, New Mexico	• City of Santa Monica, California
• City of Glendale, Arizona	• City of Stockton, California

REPRESENTATIVE CITY CLIENTS	
• City of Grants Pass, Oregon	• City of Tigard, Oregon
• City of Gresham, Oregon	

**Our representative city clients have been served by either heritage Moss Adams or heritage Baker Tilly before the merger effective June 3, 2025.*

Relevant experience

The most effective solutions are born from a deep service understanding. Our decades-long record of providing strategy services to city clients will help us achieve a practical strategic plan for the City.

Our consulting team brings decades of experience in assisting organizations like the City to realize their vision and set priorities through our strategic planning services. We support local governments and their agencies, not-for-profit organizations, tribes and tribal entities, and businesses in developing and implementing strategic plans.

Our dedicated consultants have a proven track record for developing collaborative, inclusive plans founded in broad stakeholder engagement. Outreach to leadership, employees, community members, partners, and other stakeholders is a crucial component of our strategic planning process. We engage a variety of key stakeholders to gather insights into your organization's strengths, weaknesses, opportunities, and threats.

We are deeply familiar with the process of uncovering all relevant institutional factors and bringing people together to create an actionable plan. Our approach not only identifies key goals and priorities but also outlines practical, actionable steps to achieve these goals, along with implementation planning and performance measures to monitor and report progress.

As an objective external partner who's successfully honed our approach over many years, we help make strategic planning an achievable, enjoyable, and useful process for all involved.

Similar projects

Baker Tilly has worked with many local governments to develop and implement strategic plans. ***All strategic plans that our team has produced for city clients have been successfully adopted.*** Website links for some recent strategic plans are included below. Please note that these strategic plans were completed as Moss Adams before the Baker Tilly merger effective June 3, 2025.

City of Corona, California

City of Salem, Oregon

Corona-Norco Unified School District

We have included additional details about each of these projects in the references section below.

The right team

We assemble the right team with the right experience *to serve you year after year and take you further than anyone thought possible.*

Meet the service team we've assembled to achieve everything you envision. Selected intentionally for your goals and backed by our specialized resources, these individuals are collaborative and multidisciplinary. Their passion for the industry or sector name industry/sector will make them an unstoppable force on your behalf. You'll find their bios below.

Colleen Rozillis, PMP, *Principal*

Engagement Reviewer

Professional Experience

Colleen has over 20 years of experience providing strategic guidance to a diverse range of clients. She helps organizations enhance their operations and culture, improve strategic leadership and planning, reduce risk, and cultivate more effective governance. She works collaboratively with clients to understand their goals and objectives and define organizational and programmatic changes to better equip and position them to achieve those goals.

Colleen leads the firm's Strategy & Operations Consulting Practice, overseeing strategic and management consulting, environmental, social, and governance (ESG) consulting, and public sector internal and performance auditing. She also serves as the consulting leader for the firm's Public Sector, Not-for-Profit, and Tribal industry group, and as the firm's Government National Practice leader.

Colleen has provided strategic planning consulting services to clients including City of Benicia, Burns Paiute Tribe, Carson City, Chitimacha Tribe, Corona-Norco School District, City of Corona, City of Creswell, City of North Las Vegas, City of Signal Hill, County of Maui Planning Department, Curry County, City of Patterson, Platte River Power Authority, City of Roseville, City of Salem, and San Manuel Band of Mission Indians.

Professional Affiliations

- Immediate Past Chair, Board of Trustees, Humanities Washington
- Member, Society for Corporate Governance
- Member, Project Management Institute
- Member, International City & County Management Association
- Member, Institute of Internal Auditors
- Member, Association of Local Government Auditors

Professional Certifications

- Project Management Professional (PMP)

Colleen Rozillis, PMP, *Principal*

Education

- MS, public policy and management, Carnegie Mellon University
- BA, English and political science, University of Michigan
- Diversity and Inclusion Certificate, Cornell University

Annie Rose Favreau, *Director*

Project Manager

Professional Experience

Annie Rose helps mission-driven organizations increase their impact. With a focus on organizational development, her areas of expertise include strategic planning, governance consulting, organizational assessments, performance measurement development, and leadership facilitation.

Annie Rose has extensive experience bringing practical insights and clear solutions for complex problems to an array of clients in the public and social sectors—including local, state, and tribal governments, not-for-profit organizations, foundations, and higher education institutions.

Annie Rose has recently provided strategic planning consulting services to local government clients including Burns Paiute Tribe, CDRP, Chelan Douglas Regional Port Authority, Chitimacha Tribe of Louisiana, Corona-Norco School District, City of Corona, City of Salem, City of Signal Hill, City of Patterson, County of Maui, Curry County, Inland Empire Utility Agency, Klamath County, Lane County, Makah Tribe, Northern Ohio Regional Sewer District, Oregon Public Defense Commission, Platte River Power Authority, Port of Cascade Locks, and the Port Gamble S'Klallam Tribe.

Professional Affiliations

- Member, Institute of Internal Auditors (IIA)
- Member, International City and County Manager's Association (ICMA)
- Board member, Strawberry Theatre Workshop

Professional Certifications

- Equity-Centered Facilitation Certification, Center for Equity and Inclusion
- Certificate of Nonprofit Board Consulting, BoardSource

Education

- MPA, Daniel J. Evans School of Public Policy and Governance, University of Washington
- BA, French and English literature, Seattle University

Jessie Lenhardt, PMP, *Senior Manager*

Facilitator

Professional Experience

Jessie specializes helping clients in both the public and private sectors reach their organizational development goals. Her experience includes strategic planning, succession planning, process enhancement, evaluations of organizational and operational efficiency, compensation benchmarking, and assessments of structure and staffing. Jessie's approach is grounded in a deep understanding of the dynamics that shape effective organizations and she brings a unique blend of strategic thinking and operational acumen to each engagement.

Jessie is dedicated to advancing organizational development strategies that that align with broader organizational goals. She has a keen ability for identifying areas that need improvement and she excels at implementing targeted interventions that boost efficiency, stimulate innovation, and elevate overall organizational effectiveness. Jessie has garnered an outstanding reputation for her collaborative approach, integrity, and solution-oriented mindset. She consistently drives tangible and sustainable improvements within the organizations she serves.

Jessie works with clients in both the public and private sector, and across several industries including state, local, and tribal governments, construction, not-for-profit, higher education, health care, and technology.

Jessie's recent municipal clients include City of Bakersfield, City of Cupertino, City of Glendale, City of North Las Vegas, City of Salem, City of Santa Monica, City of Stockton, County of Orange, Douglas County, and Klamath County.

Professional Affiliations

- Member, Project Management Institute
- Member, International Financial Reporting Standards Foundation
- Member, International City & County Management Association
- Member, Association of Local Government Auditors

Professional Certifications

- Project Management Professional (PMP)

Education

- MA, organizational leadership, Gonzaga University
- BA, art history, University of Oregon

Annie Fadely, *Manager*

Facilitator

Professional Experience

Annie works with public sector and values-driven organizations on projects that improve organizational health, maximize resources, and align operations with strategic goals. Her expertise includes assessing functional alignment, staffing levels, risk exposure, and operational efficiency; performance auditing; identifying process improvements; group facilitation and stakeholder engagement; strategic planning; and change management. Annie takes a collaborative, transparent, and detail-oriented approach to each project.

Prior to joining Baker Tilly, Annie held roles in economic policy and political campaign consulting.

Annie has provided strategic planning services to clients including City of Duvall, City of Salem, City of Cupertino, City of Stockton, City of Modesto, City of Bakersfield, Orange County, the Port of Cascade Locks, the Chitimacha Tribe of Louisiana, the Inland Empire Utility Agency, the Oregon Public Defense Commission, and the Port Gamble S'Klallam Tribe.

Professional Affiliations

- Member, International City and County Management Association (ICMA)
- Member, Association of Local Government Auditors (ALGA)
- Member, Institute of Internal Auditors (IIA)

Professional Certifications

- Certified Change Practitioner (ProSci)

Education

- MPA, Daniel J. Evans School of Public Policy and Governance, University of Washington
- BA, international studies, University of Washington

Emily Hayes, CIA, *Manager*

Data Lead

Professional Experience

Emily has served a variety of clients since joining Baker Tilly in 2011 by delivering a diverse array of consulting, internal audit, and in-depth research services. Her passion is for helping clients identify, evaluate, and implement opportunities for improvement by providing strategic, operational, and risk management consulting services. Emily's background in research and information management drives her commitment to connecting clients with meaningful, actionable information as part of every engagement.

Emily Hayes, CIA, *Manager*

Her professional areas of focus include assessing and streamlining business processes for effectiveness and efficiency; delivering data transformation support services; strengthening organizational resilience through business continuity and contingency planning; and supporting organizations through mitigating inherent and emerging risks.

Emily leads the delivery of targeted research and analysis services including the development and administration of surveys; developing and tracking performance measures; financial, operational, and compensation benchmarking; and economic, industry, and market analysis.

Her municipal clients include the City of Abilene, City of Bakersfield, City of Berkeley, City of Corona, City of Creswell, City of Culver City, City of Cupertino, City of El Paso De Robles, City of Eugene, City of Glendale, City of Laguna Niguel, City of Menlo Park, City of Modesto, City of New Port Richey, City of Newport Beach, City of Palo Alto, City of Patterson, City of Portland, City of Redondo Beach, City of Renton, City of Roseville, City of Salem, City of San Jose, City of Santa Monica, City of Santa Rosa, City of Stockton, City of Vancouver, and City of Wasilla.

Professional Affiliations

- Board of Directors Treasurer, Seafair Charitable Foundation
- Member, Association of Local Government Auditors (ALGA)
- Member, Institute of Internal Auditors (IIA)
- Member, International City and County Manager's Association (ICMA)

Professional Certifications

- Certified Internal Auditor (CIA)

Education

- MS, information management, University of Washington
- BA, international studies, American University

Claire Kasinadhuni, *Senior*

Analyst

Professional Experience

Claire has been providing consulting and analytical services since 2020. Her experience includes statistical data analysis, research, literature reviews, and strategy support. She has also been involved in program analysis, the development and implementation of system updates, as well as vulnerability assessments.

Claire Kasinadhuni, *Senior*

Claire's recent clients include Makah Tribe, Tahoe Forest Hospital District, City of Santa Monica, City of Glendale, Lane County, Delaware Office of Defense Services, Oregon Public Defense Commission, Washington State Bar Association, and State of Utah.

Professional Certifications

- Certificate of Applied Policy and Governance, Sacramento State Capital Fellows Program

Professional Affiliations

- Member, International City and County Management Association (ICMA)
- Member, Association of Local Government Auditors (ALGA)
- Member, Institute of Internal Auditors (IIA)

Education

- BA, environmental studies, University of Washington
- MA, public administration, University of Washington

Why choose Baker Tilly?

When selecting a firm to conduct your strategic plan, you'll likely consider many factors: fees, experience, technical expertise, and knowledge of your industry. But there are other elements you'll want to take into account. For example:

- **Communication.** Will your service team communicate frequently with your management and City Council, avoiding the possibility of an unpleasant surprise?
- **Resources.** Will you have access to the entire firm's senior industry and technical resources, or just lower-level staff?
- **Team continuity.** Will the service team you hire remain consistent, or will you have to continually get new members up to speed on your business?
- **Relationship.** Will the relationship extend beyond the conclusion of the engagement?
- **Additional services.** If you have tax, IT, transaction, or other needs, can your firm handle those too?

Baker Tilly understands your needs aren't limited to any given engagement or even any given service. Delivering a full spectrum of consulting, accounting, and financial management services, we offer our perspective to help you conquer challenges as you plan for what's next.

We invest heavily in relationships with our clients. Distinguished for our depth of industry knowledge, we take the time to understand each client's business or individual situation, anticipate needs, and identify gaps before they become obstacles. Regardless of the scope of the engagement or the size of the business, we invest personally in each client with attention from our principals and senior managers. This way, clients can grow, manage, and protect their prosperity with confidence.

We have an abiding sense of responsibility for our clients and are deeply committed to regular, candid communication. Your service team will be in touch with you regularly, bringing any issues to your attention in a timely manner—so you can address them before they're last-minute fire drills. What's more, you can expect reliable, frequent updates on such issues as new tax laws, industry reports, and events of interest. We'll return your phone calls promptly and resolve your concerns quickly.

In the end, the firm you deem the best fit will be the one that not only meets your criteria, but also provides the greatest value to the City. That firm is Baker Tilly.

5. References

Demonstrating that we've been down this path before

The experiences of our clients speak more about Baker Tilly's capabilities than any proposal ever could. That's why we encourage you to talk with our clients. Here are a few individuals who welcome the opportunity to share their Baker Tilly experience.

Client perspectives

CITY OF CORONA			
Name	Jacob Ellis	**Title**	City Manager
Phone	+1 (951) 279 3670	**Email**	jacob.ellis@coronaca.gov
Service description	We provided end-to-end strategic planning support, including interviews, data gathering, meeting facilitation, and plan development. We facilitated both in-person and virtual planning sessions with the City's leadership team and council, conducted interviews with key community stakeholders, and gathered feedback through a community survey with more than 1,000 responses. We also hosted multiple virtual open houses to gather additional community input. The resulting plan has strengthened alignment between leadership and the community, providing a shared roadmap for future growth and investment.		
Performance period	2020 - 2021		
Staff assigned	Collen Rozillis, Annie Rose Favreau, Emily Hayes		

CITY OF PATTERSON			
Name	Ken Irwin	**Title**	City Manager
Phone	+1 (209) 895 8015	**Email**	kirwin@ci.patterson.ca.us

Service description	The City of Patterson engaged our team to facilitate their strategic plan development process in both 2016 and 2023. For both projects, we performed comprehensive stakeholder engagement including interviews, and surveys of staff, management, council, and community groups. In 2023, we also expanded the process to include focus groups to gain perspectives from specific segments of the community. As a result, the City has seen improved alignment between community priorities and City initiatives, leading to more targeted investments and measurable progress toward long-term goals.
Performance period	2016 and 2023
Staff assigned	Colleen Rozillis, Annie Rose Favreau, Annie Fadely

CITY OF SALEM			
Name	Courtney Knox-Busch	**Title**	Strategic Initiatives Manager
Phone	+1 (503) 540 2426	**Email**	cbusch@cityofsalem.net
Service description	We serve as the City of Salem's (City) consultant of record, supporting strategic improvement, organizational alignment, and enterprise leadership. In 2020, we performed comprehensive strategic planning services for the City that included interviews, data gathering, meeting facilitation, and plan development. We facilitated City Council work sessions, collaborated with department directors, and performed community engagement. To ensure that the plan was actively connected to the City's resources, we used the strategic plan strategic goals as the basis for the City's priority-based budgeting framework. In addition, we helped the City establish an annual planning process where priority activities are selected each year by the management team and then incorporated into the annual budgeting process to ensure that priorities have dedicated and realistic funding. We are currently working with the City to update their strategic plan. In addition to strategic planning services, we have also completed numerous projects to support the City in improving operations and service delivery in many areas. We recently conducted an equity assessment of the City's community facing services and programs to assist the City in advancing its diversity, equity, and inclusion efforts. In addition to identifying gaps and recommendations for improvement, we developed an equity assessment toolkit to support the City in assessing equity in its programs moving forward. This project included comprehensive engagement with various stakeholders including City leadership, staff, and community members, through a variety of methods including interviews, focus groups, work sessions, and workshops. We also recently worked with the City on an assessment of its governance framework which included equity considerations such as those related to governing body appointment and selection processes and meeting accessibility. Our engagements to date have been completed on time, within budget, and to the City's satisfaction.		
Performance period	2019 - present		
Staff assigned	Colleen Rozillis, Annie Rose Favreau, Jessie Lenhardt, Emily Hayes, Annie Fadely, Claire Kasinadhuni		

6. Agreement

This Proposal is contingent upon completion of the Baker Tilly new client acceptance process and execution of a mutually acceptable contract. With regard to the RFP terms and the Service Agreement Baker Tilly, suggests the following:

1. addressing inspection rights and clarifying acceptance criteria (Pg. 12)
2. clarifying Client ownership of final deliverables and Baker Tilly ownership (and retention) of intellectual property, working papers and general skills and know-how and providing for representations in lieu of warranties (Pg. 12 and pg. 14);
3. access and audits focused on information pertaining to fees and expenses charged and access shall not include facilities or systems housing confidential information of Baker Tilly or Baker Tilly' other clients (Pg. 13);
4. clarifying confidentiality obligations and focusing and clarifying any indemnification provisions (Pg. 16-17);
5. following the American rule on attorneys' fees (Pg. 21);
6. clarifying insurance requirements to comport with existing policies, including providing for confidentiality of insurance structure (including deductibles, retention levels, and declaration pages), additional insureds are added via blanket endorsement on commercial general liability, waiver of subrogation only available on commercial general liability, auto and worker's comp, insurance provider rating is A- VII (Exhibit C Pg. 28);
7. addressing mutual limitation of liability and no third-party beneficiaries (New).
8. addressing Data Privacy and Security (New)
9. addressing Alternative Practice Structure (New)

We have successfully signed services agreements with thousands of clients and we commit to working in good faith to successfully negotiate a mutually agreeable contract on a timely basis should we be awarded this work.

7. Compensation

When we say value, we mean achieving your objectives and imagining new ones. We mean sharing insights and directing our best resources to the City.

Sharing our transparent fee estimate

For our clients, it's about more than the dollars you pay at the end of the day; it's about value. We believe in transparency when it comes to our fees, and we're committed to providing high-quality services at a fair price. Our forward-thinking professionals will work closely with you to explore new possibilities, develop customized solutions to the challenges you face, and help you reach your goals.

We are committed to estimates that are fair and commensurate with the experience and level of service described in our proposal. We have prepared the following fee estimate based on our understanding of your current service needs.

SERVICES FOR THE CITY	FEES
Phase 1: Coordination	$5,000
Phase 2: Fact Finding	$15,000
Phase 3: Facilitation	$18,000
Phase 4: Reporting	$15,000
Not to Exceed Travel Expenses	$2,650
Total Not to Exceed Cost	**$53,000-55,650**

Our professional fees will be billed monthly based on the amount of work completed. Our timing will be mutually agreed upon. Our travel expenses will be billed at cost but will not exceed more than 5% of the overall project fee (Or $2,650).

Hourly Rates

Our standard hourly rates range from $280 to $625, however, we have provided the following discounted hourly rates for the City of Wildomar, which includes all overhead rates. Our rates will apply to all services described in the scope of proposed and further elaborated herein.

STAFF LEVEL	HOURLY RATE
Principal	$400
Director	$350
Senior Manager	$300
Manager	$250
Senior	$200
Staff	$200

CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.3
Meeting Date: January 14, 2026

SUBJECT: City Council City Committees, Commissions and Boards

SUBMITTED BY: Janet Morales Garcia, City Clerk

ACTION:
Review the attached list of City committees, commissions, and boards, and update appointments and/or add or remove committees as needed.

BACKGROUND:
The City Council reviews the list of city representatives and alternates for various committees, commissions, and boards annually in December, and as requested. The last update was approved on December 3, 2025; however, the City Council reviewed only the regional committees, commissions, and boards and did not review city-specific committees, commissions, and boards.

DISCUSSION:
This item is an opportunity for the City Council to review the attached list of City Council city-specific committees, commissions, and boards and make revisions as needed. The appointments are effective immediately through the calendar year or until revised by the City Council.

Note one recommended change to the list of committees: As the Community Services Department will be absorbed into the Public Works Department effective March 1, 2026, and as there will then no longer be a Community Services Department, staff recommends dissolving the Community Services Committee and creating a new Community Engagement Committee. This new committee will review and make recommendations to the full Council on City sponsored events, communications, and other matters pertaining to engaging with the community.

FISCAL IMPACT:
None.

ATTACHMENTS:
1. City Council Committees. Commissions and Boards

CITY COUNCIL COMMITTEES, COMMISSIONS, BOARDS

STANDING COMMITTEES

Community Engagement Committee
Meets twice a year.

Elsinore Valley Municipal Water District
Ashlee DePhillippo
Joseph Morabito

Meets every other month on the second Monday at 8:30 a.m. at EVMWD offices or City Hall.

Finance Committee
Bridgette Moore
Carlos Marquez

Meets Annually.

Lake Elsinore Unified School District
Dustin Nigg
Ashlee DePhillippo

Meets quarterly on the first Monday during the school year at 4:30 p.m. at LEUSD offices or City Hall.

AD-HOC COMMITTEES

Franchise Committee
Ashlee DePhillippo
Dustin Nigg

Meets as needed.

Intergovernmental Relations Committee
Ashlee DePhillippo
Dustin Nigg

Meets as needed

Public Parks, Facilities, and Trails Naming Committee
Bridgette Moore
Joseph Morabito

Meets as needed

Regional Homeless Task Force
Ashlee DePhillippo
Bridgette Moore

Meets as needed.

SUBJECT: Capital Improvement Program and Transportation Uniform Mitigation Fee (TUMF) Project Prioritization

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

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

ACTION:
Receive a presentation and provide feedback and direction to staff regarding CIP and TUMF Project Prioritization.

SUMMARY:
Several of the City's active Capital Improvement Projects rely on Transportation Uniform Mitigation Fee (TUMF) funding and total project costs may make it infeasible to move all of these projects forward concurrently. In order to ensure that there are adequate funds available to cover the City's expenses on these projects, it is necessary to prioritize the projects.

BACKGROUND:
The City of Wildomar implements a Five-Year Capital Improvement Program (CIP) that is updated and adopted annually. The CIP includes capital improvement projects in various categories including:

- Transportation - Roads
- Transportation - Signals
- Transportation - Maintenance
- Drainage
- Parks
- Trails
- Buildings
- Cemetery
- Other

The CIP includes forecasts of anticipated capital improvement expenditures by fiscal year. Some projects in the CIP are annually recurring maintenance projects, such as the Pavement Rehabilitation Program, Annual Slurry Seal Program, Traffic Maintenance and Operations Program, and Citywide Roadway Maintenance Program. Other projects represent one-time capital expenditures for planning, design, right-of-way acquisition, environmental approval, construction, or other expenses related to new or future City infrastructure. Projects may be prioritized by a variety of factors including Council direction, service or infrastructure needs, grant funding deadlines, and available funding. Many projects in the CIP receive and rely upon external funding from various sources including the Transportation Uniform Mitigation Fee (TUMF) Program, Measure A, local grants, State grants, and Federal grants.

The projects with current funding in the City's CIP are in different stages with some projects in the planning phase, some in the design/right-of-way/permitting phase, and some in the construction phase. Public Works/Engineering Department staff are actively working on moving the projects in the CIP forward.

Prior to the City's incorporation, the County of Riverside began work on large roadway widening projects in the City including the Bundy Canyon Rd. Improvement Project, the Clinton Keith Rd. Widening Project, and the Palomar St. Widening Project. After incorporation, the City continued working on the planning and design phases of these projects. However, due to funding constraints, the projects were not moved forward to construction and were either placed on hold or were phased into smaller projects to allow portions of the projects to be constructed based on available funding. As an example, the Bundy Canyon Rd. Improvement Project was phased into three segments - Segment 1, Segment 2, and Segment 3. The City has sought funding for these projects over the years to help move them forward to construction. Since incorporation, the City has completed Segment 1 of the Bundy Canyon Rd. Improvement Project, which is about one third of the overall Bundy Canyon Rd. Improvement Project. The City has also completed one portion of the Palomar St. Widening Project and is nearing completion of another portion. Some portions of Palomar St. and Clinton Keith Rd. have been or will be completed by private development projects as part of their frontage improvement requirements, using the City's plans for these roads as a design guide.

In 2023, the City applied for and received grant funding from the Riverside County Transportation Commission (RCTC) for the construction of the Bundy Canyon Rd. Segment 2 Improvement Project (CIP 026-2) and the Clinton Keith Rd. Widening Project (CIP 025-1) (Projects). The City also received partial funding for the construction of Segment 3 of the Bundy Canyon Rd. Improvement Project (CIP 026-3), but additional funding is still needed. As a result, over the past several years, the City has prioritized the completion of the pre-construction phases for the Projects including the design, environmental permitting, and right-of-way acquisition (Pre-Construction Phases). In addition to the grant funds received from RCTC, the Projects are reliant on Transportation Uniform Mitigation Fee (TUMF) funding from the Western Riverside Council of Government's (WRCOG) TUMF Program. As the City has progressed through the Pre-Construction Phases of the Projects, updated cost estimates have been prepared for each Project based on the latest design plans, utility coordination and relocation requirements, expected construction duration, and current material costs.

DISCUSSION:

Bundy Canyon Rd. - Segment 2

The Bundy Canyon Rd. Segment 2 Improvement Project extends from Oak Canyon Rd. to The Farm Rd. The Project includes the removal, realignment, reconstruction, and widening of the existing roadway. The Project will include four lanes, a striped median/two-way left-turn lane, turn pockets, a multi-use trail, a new traffic signal, and other related roadway improvements. In some locations, the new roadway will be approximately 15 feet higher than the existing roadway and approximately 5 feet lower than the existing roadway in other areas. Due to this major realignment, all existing utilities must be adjusted to match the new roadway alignment. The City has spent the past several years finalizing the design plans, environmental permitting, and right-of-way acquisition for the Project. In addition, the City has been coordinating with the impacted utility companies to arrange for their utility adjustments. Some utility adjustments will be incorporated as a reimbursable expense within the City's Project, while other utility adjustments will be completed by the applicable utility company during

construction. Due to the realignment of the roadway, some utility adjustments will require multiple relocations during construction, increasing the time and cost required for these adjustments. As a result, the City must include additional working days within the contract to ensure that there is adequate time in the Project for utility companies to complete their adjustments. The additional working days will result in an increase to the Construction Administration/Management costs due to the added time that the project must be managed, inspected, and monitored. In addition, updated construction cost estimates and updated environmental compliance monitoring cost estimates have been prepared based on the latest Project plans, environmental permits, Environmental Impact Report, and project duration. These estimates are greater than what was previously estimated and the prior Construction and Construction Administration estimate of $26 million has increased to approximately $46 million. A summary of the approximate cost increases is included below, for reference.

- **Construction:**
  - Increase of $7.25 million (includes increase in costs and an additional 5% contingency)
- **Utility Relocations:**
  - Increase of $7.09 million (total costs include all utility adjustments, including $8.5 million in reimbursable expenses)
- **Construction Admin/Management:**
  - Increase of $5.93 million (includes environmental monitoring, consultants, and City staff)
- **Total Increase:** $20.27 million
- **Total Approx. Construction Cost:** $46 million

The Bundy Canyon Rd. Segment 2 Improvement Project is nearing completion of the Pre-Construction Phases. All environmental permits with State and Federal Resource Agencies have been approved. In addition, all environmental mitigation credits to address environmental impacts have been acquired and submitted to the Resource Agencies. All required right-of-way and easements have been obtained. Utility agencies have finalized their relocation plans and are in the process of relocating their facilities or processing Reimbursement Agreements with the City. Plans and Specifications are being finalized and are almost ready to be advertised for construction.

Clinton Keith Rd. Widening

The Clinton Keith Rd. Widening Project extends from Hidden Springs Rd. to Copper Craft Dr. The Project includes the widening of the existing roadway and rehabilitation of the existing pavement. The Project will include six lanes, a striped median/two-way left-turn lane, turn pockets, bike lanes, a new traffic signal, and other related roadway improvements. The City has spent the past several years revising and updating the design plans, obtaining the required right-of-way, obtaining environmental permits, and coordinating with the impacted utility companies to arrange for their utility adjustments. During the initial stages of the design phase, the project scope was updated to include additional improvements including the widening of the road to six lanes (instead of four lanes) between Elizabeth Ln. and Copper Craft Dr. consistent with the City's General Plan and Circulation Plan. The scope was also updated to include a new traffic signal at Clinton Keith Rd. and Elizabeth Ln. In addition, to minimize construction overlap and potential damage to new improvements constructed by the City, the City has attempted to coordinate the inclusion of certain frontage improvements associated with approved development projects as a reimbursable expense. This requires each development project to execute a reimbursement agreement with the City to agree to reimburse the City for actual expenses incurred for including project-specific frontage

improvements in the City's project. For example, if a project is required to construct a raised median in the roadway, the City could include that in the CIP project but the developer would be responsible to reimburse the City for the expense. Doing so would eliminate damaging new asphalt to install the median after the City completes the roadway paving. No reimbursement agreements have been approved or executed for any development project at this time. The updated Construction and Construction Administration cost estimate for the Project, which takes into account the updated scope of work and the potential development project improvements, has increased from $10.30 million to approximately $23.5 million. A summary of the approximate cost increases is included below, for reference.

- **Construction:**
  - Increase of $10.45 million (includes increase in costs and an additional 5% contingency)
- **Utility Relocations:**
  - Increase of $0.78 million (includes all utility adjustments)
- **Construction Admin/Management:**
  - Increase of $1.94 million (includes environmental monitoring, consultants, and City staff)
- **Total Increase:** $13.18 million
- **Total Approx. Construction Cost:** $23.48 million

The Clinton Keith Rd. Widening Project is progressing through the Pre-Construction Phases but is not yet ready to be advertised for construction. Environmental permitting, right-of-way acquisition, and utility coordination are still on-going. The exact timing for the completion of these phases is unknown because these items rely on other agencies and/or property owners, and the City does not control their schedules.

TUMF Funding

Although there are significant cost increases for the Projects, there is funding available through the TUMF program for each Project. Each year, the City makes requests to WRCOG for TUMF funding for various City projects that are part of the TUMF Network. The City is part of the TUMF Southwest Zone. Funding in the Southwest Zone is shared between the City of Wildomar, the City of Temecula, the City of Murrieta, the City of Lake Elsinore, and the County. Each year, funding requests are made by the entire zone for the subsequent five fiscal years. Funding requests must be approved by the entire zone, and each member of the zone has the ability to request funding for their projects.

Due to the total Projects' costs, it is likely infeasible that there will be enough funding in the TUMF Southwest Zone Transportation Improvement Program (TIP) budget to receive the full maximum program contribution for both Projects concurrently. It is important to note that the maximum TUMF share funds do not cover 100% of the total project costs, and the City must cover the funding gap with other local and/or external funding sources. In addition, the City has several other TUMF eligible projects included in Southwest Zone TIP for funding. A summary of the City's projects that are included in the current TIP to receive TUMF funding is included below.

- Bundy Canyon Rd. (east of I-15)
- Bundy Canyon Rd. (west of I-15)
- Clinton Keith Rd.
- Palomar St.
- Wildomar Trail Interchange
- Bundy Canyon Rd. Interchange

When the City awards a construction contract, the City must have the necessary funds budgeted at or before the time of contract award to cover the entire construction costs. Since it is unlikely that the City can receive the full maximum share of TUMF funding all at once for the Projects, if the City desires to construct both projects concurrently, the City will need to self-finance the Project costs and wait to be reimbursed by WRCOG, potentially over a period of several years. The City also has other delivery and funding commitments on other capital improvement projects that also must be considered. A few projects with delivery and funding commitments are listed below for reference.

- 27-Acre Park (CIP 062-1)
    - Grant funds awarded that require a local match. DIF funds budgeted and project progressing towards construction.
- 20-Acre Park (CIP 099)
    - DIF funds budgeted for contractual obligations related to purchase of the property. Project progressing towards construction of initial improvements and opening of property.
- Sedco Blvd. Roadway Improvements (CIP 096)
    - Grant funds awarded that require a local match. Various fund sources budgeted and project progressing towards design contract award.

In addition, constructing both projects concurrently would result in construction impacts and congestion at the same time along the City's two major east-west arterials that connect the I-15 and I-215 freeways.

As a result, and considering the current progress of each project, staff recommends that the City Council prioritize the construction of the Bundy Canyon Rd. Segment 2 Improvement Project at this time over the construction of Clinton Keith Rd. Doing so will allow the City to request the necessary TUMF funding from WRCOG and advertise the project for construction since the project is almost construction ready. This will require the City reducing the current allocation of TUMF funds from WRCOG for Clinton Keith Rd. However, the City can still continue working on completing the pre-construction phases of Clinton Keith Rd. to ensure that project is ready for construction once the necessary TUMF funding for construction becomes available.

Based on the total amount of TUMF funding needed for Bundy Canyon Rd., the City may also need to prioritize the rest of the projects included in the TUMF Southwest Zone TIP. Bundy Canyon Rd. west of the I-15 has minimal funding allocated and those funds are needed to allow for necessary design work to be completed on a separate grant-funded project. The Palomar St. widening project is currently in construction and funding must be maintained to ensure the City can be reimbursed for on-going construction expenditures. The City will also need to maintain some funding for Clinton Keith Rd. to cover the remaining costs to complete the pre-construction phases. The Wildomar Trail Interchange and the Bundy Canyon Rd. Interchange Projects are both nearing completion of the Project Study Report (PSR) phase. The next phase for the interchange projects (Project Approval and Environmental Document, PA&ED) is anticipated to cost $4 to $5 million per interchange. As a result, staff recommends that if there is not enough TUMF available to fund all of these projects concurrently, that the City wait to proceed with the PA&ED phase of the interchange projects until there is sufficient TUMF funding available. Staff's recommended prioritization for TUMF funded projects is included in Table 1 below.

Table 1 - TUMF Eligible Project Prioritization

Prioritization Order	Project Name/Description	Prioritization Notes
1	Palomar St. Widening	Funding necessary to cover on-going construction expenditures.
2	Bundy Canyon Rd. Widening (east of I-15) (includes Segment 2 and Segment 3)	Funding necessary now to keep Segment 2 project moving forward to construction, since project is almost construction ready.
3	Clinton Keith Rd. Widening	Funding necessary to complete pre-construction phases of project.
4	Bundy Canyon Rd. (west of I-15)	Funding necessary to cover design expenses related to grant-funded project.
5	Bundy Canyon Rd. Interchange Improvements	Funding can be paused for this project following completion of PSR phase, until the City is ready to move forward with the PA&ED phase. Due to regional impact and traffic needs, recommend prioritizing Bundy Canyon Rd. interchange ahead of Wildomar Trail interchange.
6	Wildomar Trail Interchange Improvements	Funding can be paused for this project following completion of PSR phase, until the City is ready to move forward with the PA&ED phase.

A reprioritization of projects will require an update to the City's 5-Year CIP to ensure that the project budgets and schedules are consistent with any reprioritization. Staff will plan to reflect the reprioritization of projects in the upcoming FY 26/27 5-Year CIP Booklet.

FISCAL IMPACT:
At this time, no budget adjustments are needed. There are sufficient funds in the approved FY 25/26 budget and in the FY 25/26 Southwest Zone TIP to allow the City to continue moving forward on the TUMF Projects in this fiscal year. Budget adjustments will be necessary before or when the City awards any construction contracts and depending on actual construction costs at the time of bid opening/contract award, additional local funds may be necessary.

In the upcoming FY 26/27 TUMF Southwest Zone TIP budget meeting, staff will request TUMF funding for the City's TUMF Projects consistent with the TUMF Project Prioritization identified in Table 1, or as otherwise directed by the City Council, to ensure there are adequate TUMF funds to cover the anticipated construction expenditures.

Using the prioritization identified in Table 1, the City will include a request to ensure there is sufficient funding to cover the City's on-going Palomar St. Widening Project expenditures, a request to increase funding for the Bundy Canyon Rd. Improvement Project (east of I-15) to accommodate construction, and a reduction in funding for Clinton Keith Rd. to an amount sufficient to cover only the pre-construction phases. Depending on the total costs and funding requests, this may also require no, or minimal, funding being allocated to the two interchange projects.

SUBJECT: Various Consultant Agreement Amendments for Engineering and Design Services for the Bundy Canyon Road Improvement Project, Segment 2 (CIP 026-2)

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

PREPARED BY: Carlos Geronimo, Principal Engineer

ACTION:
1. Authorize the City Manager to execute Agreement Amendment No. 3 with Parsons Transportation Group in the amount of $875,010 for Engineering and Design Services for Segment 2 of the Bundy Canyon Road Improvement Project (CIP 026-2).

2. Authorize the City Manager to Approve Agreement Amendment No. 2 with TKE Engineering, Inc. for Engineering and Project Management Services for Segment 2 of the Bundy Canyon Road Improvement Project (CIP 026-2).

3. Authorize the City Manager to approve Task Order proposal with Interwest Consulting Group in the amount of $21,500 to provide additional right-of-way acquisition services for Segment 2 of the Bundy Canyon Road Improvement Project (CIP 026-2).

SUMMARY:
In preparation for the construction phase of the Bundy Canyon Rd. Improvement Project, Segment 2, certain contract amendments are necessary to complete final remaining pre-construction work and to allow for construction-related environmental monitoring to begin.

BACKGROUND:
The City previously entered into Professional Services Agreements and previous amendments with Parsons Transportation Group (Parsons), TKE Engineering, Inc. (TKE), and Interwest Consulting Group (Interwest) to provide various environmental, design, right-of-way, project management, and construction services for the Bundy Canyon Road Improvement Project, Segment 2, from Oak Canyon Dr. to The Farm Rd. (Project).

On August 9, 2023, the City of Wildomar and Parsons entered into an Agreement for Environmental and Design Services for the Bundy Canyon Rd. Improvement Project, Segment 2. Previous amendments to the Agreement have been approved by the City Council to provide required additional services. The original contract amount and subsequent amendments resulted in a total contract amount of $824,000 with a three (3) year agreement term ending on August 9, 2026.

On October 11, 2023, the City of Wildomar and TKE entered into an Agreement for Engineering and Project Management Services for the Bundy Canyon Rd. Segment 2 and

Segment 3 Projects. Previous amendments to the Agreement have been approved by the City Council to provide required additional services. The original contract amount and subsequent amendments resulted in a total contract amount of $270,000 with a three (3) year agreement term ending on October 11, 2026.

On March 8, 2023, the City Council authorized the City Manager to accept a proposal from Interwest, one of the City's on-call consultants, in the amount of $73,600, to provide right-of-way acquisition services for the Bundy Canyon Rd. Improvement Project, Segment 2. On August 24, 2023, the City also authorized a Task Order in the amount of $9,450 for right-of-way acquisition services under the existing on-call agreement. On June 12, 2023, the City authorized a Task Order in the amount of $32,550 for additional right-of-way acquisition services under the existing on-call agreement. The original and subsequent Task Orders resulted in a total amount of $115,600.

The Project is ongoing and nearing the end of the Plans, Specifications and Estimate (PS&E) phase of the project. In order to finalize all pre-construction documents (plans and specifications), finalize remaining right-of-way items, and coordinate relocation of existing facilities with various utility owners, the City must amend existing services agreements and approve task orders with the above-mentioned consultants.

At the request of staff, the consultants (Parsons, TKE, and Interwest) have submitted proposals to perform the required services.

DISCUSSION:

Parsons

During the course of the PS&E phase, the City has worked extensively with various State and Federal Environmental Resource Agencies including the California Department of Fish and Wildlife (CDFW), Army Corps of Engineers (ACOE), Regional Water Quality Control Board (RWQCB), and the County Regional Conservation Authority (RCA) to obtain the necessary permits and clearances to start construction of the project. Through the process of coordination and review of the environmental documents, a series of specific environmental mitigation measures have been conditioned to the Project by the Resource Agencies and also by the Project's Environmental Impact Report (EIR). The measures include various pre-construction and post-construction surveys and monitoring activities including air quality, biological, archeological, and paleontological. In addition, coordination with Native American tribes is also required during work at certain areas within the Project identified as culturally sensitive. In order to satisfy these environmental conditions, staff requested a proposal from Parsons and Placeworks (one of the City's on-call Environmental consultants) to provide construction environmental services. Placework's proposed costs for these services was higher than Parsons' and did not include post-construction requirements. Parsons previously prepared the Project's EIR, prepared and obtained the Project's environmental permits, and are the Engineer of Record for the Project so they are familiar with the Project requirements. After a series of meetings and negotiations with Parsons, a final scope and fee of $808,142.45 was proposed. Based on staff's review of the environmental compliance requirements, the scope and fee is reasonable for the work required and staff recommends that the City Council authorize the City Manager to execute an Amendment to Parsons' existing Agreement to add this additional scope of work. Staff also recommends extending the term of the Agreement to June 30, 2028 to cover the anticipated Construction phase of the Project. A copy of the Third Amendment for the Parsons Agreement is included as Attachment A.

TKE

TKE is responsible for general Project Management services for the Project including utility coordination, preparation of construction phasing plans, review of plans and specifications, and preparation of the final bid package. The Project requires coordination with the Gas company (SoCal Gas), Elsinore Valley Municipal Water District (EVMWD), Southern California Edison (SCE), the Farm Mutual Water Company (FMWC), and various communication utility providers. Over the last two years, TKE has been coordinating relocation efforts with each of these utility companies. SoCal Gas has submitted final plans and is expected to begin relocating their facilities prior to start of the Project. SCE and communications companies are finalizing their relocation plans. EVMWD has finalized their plans and is in the process of preparing reimbursement agreements with the City. FMWD coordination is still ongoing. Utility coordination has been more extensive than originally anticipated and is a critical item to delivering the Project on-time and within budget.

TKE's current contract is for $184,000 based on the reallocation of funds identified in Amendment No. 2 and approved by Council. TKE's proposal would bring their total scope of work to $182,000 which is within the existing budget. Staff recommends that the City Council authorize the City Manager to execute an Amendment to TKE's existing Agreement to add this additional scope of work. In addition, staff recommends extending the Term of the Agreement to June 30, 2028 in order to finalize all utility relocation efforts throughout the anticipated Construction phase of the Project. A copy of the Second Amendment for the TKE Agreement is included as Attachment B.

Interwest

As a result of prior Task Orders, Interwest completed securing the necessary right-of-way acquisitions, drainage easements, and temporary construction easements (TCEs) needed for the construction of the project. Due to delays to start of construction phase of the Project, the TCEs, which have specific end dates, will be expiring over the next year. Staff requested Interwest to prepare a fee proposal to obtain extensions of the TCE's. The cost for this effort is $21,500. Staff has reviewed the proposal and has determined the cost to be reasonable for the amount of efforts needed. A copy of the revised Task Order that is inclusive of the proposed additional work and all prior work is included as Attachment C. Staff recommends that the City Council authorize the City Manager to execute the revised Task Order to add this additional scope of work.

ACCOUNT CODE:

Project: CIP 026-2
Fund No: 503-4500-52115

FISCAL IMPACT:

The proposed Agreement Amendment No. 3 with Parsons will result in an increase of $808,142.45 to their existing contract for a total of $1,632,142.45.

The proposed Agreement Amendment No. 2 with TKE will not require an increase in the total contract amount since there is sufficient budget in the current contract.

The cost of the proposed Interwest Consulting Group services will be paid on a time and material basis under their existing on-call agreement with the City, with a total not to exceed amount of $137,100, which is inclusive of the original scope of work ($73,600), the additional

task orders previously approved ($42,000), and the attached task order ($21,500).

All funding for Parsons', TKE's, and Interwest's on-going and additional/amended services are covered by the FY 2025-2026 Capital Improvement Program budget, as approved by the City Council, using TUMF funds available for Bundy Canyon Road (Segment 2) (CIP 026-2). No budget adjustments are necessary at this time.

ATTACHMENTS:
A - Parsons Third Amendment
B - TKE Second Amendment
C - Interwest Task Order

THIRD AMENDMENT TO
AGREEMENT FOR ENGINEERING AND PROJECT MANAGEMENT SERVICES

by and between

the

CITY OF WILDOMAR

and

PARSONS TRANSPORTATION GROUP, INC.

Dated January 14, 2026

Third Amendment to Agreement for Services for the Bundy Canyon Rd. Improvement Project, Segment 2

This Third Amendment to Agreement for Services for the Bundy Canyon Rd. Improvement Project, Segment 2, ("Third Amendment"), which is dated as of January 14, 2026, is hereby entered into by and between the CITY OF WILDOMAR, a California general law city ("City"), and PARSONS TRANSPORTATION GROUP, INC., a State of Illinois Corporation ("Service Provider"), as follows:

RECITALS

A. City and Service Provider entered into an agreement for services on August 9, 2023 ("Agreement"). The Agreement provides that Service Provider will provide Engineering and Project Management services for the City as described in Exhibit A, Scope of Services of the original Agreement.

B. City and Services Provider entered into a First Amendment to the Agreement on May 8, 2024, amending Section 2, Scope of Services & Schedule of Performance, and Section 4, Compensation and Method of Payment.

C. City and Services Provider entered into a Second Amendment to the Agreement on July 10, 2024, amending Section 2, Scope of Services & Schedule of Performance, and Section 4, Compensation and Method of Payment.

C. This Third Amendment amends Section 1 - Term of Agreement, Section 3 - Scope of Services & Schedule of Performance, and Section 4 - Compensation and Method of Payment.

D. Compensation is increased by an additional $808,142.45 for a total of $1,632,142.45.

OPERATIVE PROVSIONS

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

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

1.1. The entirety of Section 1. Term of Agreement is hereby amended as follows:

> "Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement shall end on June 30, 2028."

1.2. The second sentence of Section 4 Compensation and Method of Payment is

hereby amended to read as follows:

> "The total compensation, including reimbursement for actual expenses, shall not exceed One Million Six Hundred Thirty-Two Thousand One Hundred Forty-Two Dollars and Forty-Five cents ($1,632,142.45), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 Amendment" of this Agreement."

1.3. Exhibit "A", Scope of Services, is hereby amended by adding the Services Provider's additional scope of services, attached hereto as Attachment A.

GENERAL PROVISIONS

1. REMAINDER UNCHANGED. Except as specifically modified and amended in this Third Amendment, the Agreement remains in full force and effect and binding upon the parties.

2. INTEGRATION. This Third Amendment consists of thirty (30) pages and constitutes the entire understanding of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Third Amendment.

3. EFFECTIVE DATE. This Third Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Service Provider.

4. APPLICABLE LAW. The laws of the State of California shall govern the interpretation and enforcement of this Third Amendment.

5. REFERENCES. All reference to the Agreement includes all its respective terms and provisions. All defined terms utilized in this Third Amendment have the same meaning as assigned to such terms in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed the day and year first above written.

CITY OF WILDOMAR

_____
Chris Mann
City Manager

ATTEST:

_____
Janet Morales-Garcia,
CMC, City Clerk

APPROVED AS TO FORM:

_____
Thomas D. Jex, City Attorney

PARSONS

_____
Name:
Title:

ATTACHMENT A

SCOPE OF SERVICES

PARSONS

1250 Corona Pointe Ct, Suite 310, Corona, CA 92879
Direct: +1 909.240.8890 / parsons.com

January 5, 2026

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

Attn: Jason Farag, PE, Public Works Director

Sub: Scope of Work and Cost Proposal for Environmental Services for Bundy Canyon Segment 2

Dear Jason,

Based on your request and comments to previous submittal, Parsons is pleased to submit the revised environmental scope of work and cost proposal to complete mitigation services, pre-construction surveys, focused surveys, specified construction monitoring activities, reporting, post-construction, and project close out for Bundy Canyon Segment 2.

The scope of work is described in the following sections are required to comply with the terms and conditions of the already obtained the project permits as listed below.

- **Clean Water Act Section 401 Water Quality Certification (WDID No. SB23051IN)**
- **Section 404 of the Clean Water Act (No. SP-2023-00465-CLB)**
- **Section 1602 of the Fish and Game Code (EPIMS-RIV-39893-R6)**

Our team will be assisted by ICF (our subconsultant) to provide Pre-construction Surveys and Biological/Archaeological Construction Monitoring Services including daily construction monitoring, specified focused surveys including pre-construction nest surveys, burrowing owl surveys, and crotch bumble bee habitat assessment. This scope of work is based on receipt of aquatic resource permits, notably the California Department of Fish and Wildlife (CDFW) permit EPIMS-RIV-39893-R6 with included measures and specific assumptions. Focused Surveys (Optional) including Crotch's Bumble Bee (CBB) Protocol Surveys will be performed if suitable habitat is determined to be present and Least Bell's Vireo Protocol Surveys will required if work will occur during nesting season.

Parsons is committed to providing high-quality environmental services for the City of Wildomar on the Bundy Canyon Segment 2 contract and this project. We are grateful for the opportunity to continue providing our services to the City and request further discussions related to the proposal. Kindly review and if you have any questions or need additional information, please feel free to contact me at 909.240.8890 or via email at kedar.sawant@parsons.com.

Respectfully,

Kedar Sawant
Principal Project Manager/Corona Office Manager

SECTION 1

SCOPE OF WORK

The purpose of this scope is to cover services for the Bundy Canyon Road Segment 2 (Project), in the City of Wildomar. This scope is between the Parsons Transportation Group Inc. (Consultant) and City of Wildomar (City or Permittee). For the purposes of this scope, Consultant shall act on behalf of the City of Wildomar (Permittee). Consultant shall comply with the terms and conditions of the **Clean Water Act Section 401 Water Quality Certification (WDID No. SB23051IN)** and **Section 404 of the Clean Water Act (No. SP-2023-00465-CLB)**, and **Section 1602 of the Fish and Game Code (EPIMS-RIV-39893-R6)**. Consultant has already obtained the Project permits for the City. The permits are referenced in this scope to reflect the source of the environmental commitment. In addition, Consultant shall provide archaeological and paleontological services to comply with environmental commitments as listed in the project Mitigation Monitoring and Reporting Program (MMRP).

Purpose

Parsons shall complete resource agency coordination including permit extensions, mitigation services, pre-construction notifications, specified construction monitoring activities, reporting, post-construction, and project close out. To ensure avoidance and minimization of potential biological impacts from the project to the greatest extent possible, surveys for nesting birds; focused surveys for Least Bell's Vireo, Crotch Bumble Bee, and Burrowing Owl surveys are anticipated prior to construction (as based on the presence of suitable habitat). Subconsultant services are anticipated for daily construction monitoring, specified focused surveys including burrowing owl (if suitable habitat present), least Bell's vireo, and Crotch bumble bee surveys. A Worker Environmental Awareness Program (WEAP) training will be delivered to all project personnel prior to any earthwork occurring at the project site. During construction, full-time biological monitoring will be implemented to ensure compliance with the construction contract. Subconsultant services and scope are anticipated in a separate subagreement. This scope includes the preparation of an Habitat Mitigation and Monitoring Plan (HMMP); however, the implementation of this plan (such as recontour of areas, purchase of seed/plants, planting of plants/seeding, etc) is anticipated to be completed under a separate agreement.

Project Background

The purpose of the Project is to improve traffic circulation and to allow for planned future growth, as designated in the 2003 Riverside County General Plan, by providing additional travel lanes and improving safety. The overall Bundy Canyon Road Improvement Project consists of three segments; however, this agreement refers to Segment 2, which is along Bundy Canyon Road from Monte Vista Drive to 600 feet east of Farm Road. The project is located within the Western Riverside County Multi Species Habitat Conservation Plan (MSHCP) area. According to EPIMS-RIV-39893-R6, the Project is limited to impacts associated with the unnamed tributaries to Bundy Canyon Creek by grading, paving of existing and new roadbed to widen the road to include four 12-foot-wide travel lanes, a 14-foot-wide center median for turning movements, two 8-foot-wide outside shoulders, relocating utilities, and extending and/or replacing existing cross culverts under the current roadway. These activities are considered the "Initiation of Project Activities" for this scope.

Scope of Services

The following is a general description of guidelines and expectations that the Consultant is expected to follow as a part of the scope of work.

Project Management

Under this scope, Consultant shall provide project management, including but not limited to the following:

- Prepare invoices.

- Prepare, circulate, and file correspondence and memos.
- Perform scheduling and coordination.
- Prepare weekly progress reports.
- Resource agency coordination
- Subconsultant coordination

General Guidelines and Expectations

1. Consultant shall have knowledge of the project area, local species, and habitats; experience working in the Riverside County MSHCP area is required.
2. Consultant shall be familiar with state and federal laws and regulations protecting species being surveyed and ensure proper surveying protocols are conducted.
3. Consultant shall be familiar with the local species with the ability to identify species and their habitat, including sensitive species protocols.
4. Consultant shall be familiar with the local plants with the ability to identify rare species and their habitat.
5. Immediately after scope approval execution, Consultant shall provide the City with a statement of qualifications (via email) for the biologist(s) who plans to conduct all field surveys.
6. Consultant shall verify that all results and reports have the most up-to-date and accurate project limits, mapping, and project description.
7. Consultant shall maintain a complete and organized project file with records of all activities related to Project, including but not limited to, meeting minutes, record of conversations, all decisions, field notes, etc. This record shall become property of the City.
8. Species occurrences will be recorded with photos and GPS coordinates along with mapping of species locations geo-referenced on an aerial map.
9. Consultant shall be responsible for the submittal of documents per project schedule as agreed to by scope. The consultant shall provide weekly schedule updates documenting progress made during the previous calendar week, no later than COB on Monday of each week.
10. To reduce miscommunication and major revisions, Consultant shall provide the Project Manager with early drafts of studies and/or reports for preliminary review, as identified in the schedule in this scope, or as requested by the City.
11. Consultant shall be responsible for proofreading, formatting, editing, and verifying the accuracy of all environmental reports prior to submitting to City staff for review.
12. Consultant will provide, as a standard, one electronic copy of each draft report, plan, memoranda or deliverable unless otherwise noted within this scope. The electronic copy provided shall be in Word document format.
13. Consultant will provide two electronic copies of all final reports, plans, memoranda or deliverable unless otherwise noted within this task order. The two electronic copies will include one provided in a Word document format and one provided in a .pdf format.
14. City and Consultant shall agree to project footprint prior to any surveys.
15. The City will provide a reference site if one is deemed necessary for Project mitigation.
16. Any required communication between Consultant and CDFW shall be submitted in digital format to CDFW.

Pre-construction Surveys – Sub-consultant with Consultant Reporting

1. The Sub-Consultant will conduct a survey for nesting birds within 500 feet of the project area.

2. The Sub-Consultant will conduct a focused survey for Least Bell's Vireo in areas where habitat may exist within 500 feet of the project area.
3. The Sub-Consultant shall conduct a habitat assessment for Burrowing Owl.
4. Prior to initiating construction in waters of the U.S., Consultant shall submit to the Army Corps Regulatory Division a complete set of final detailed grading/construction plans showing all work and structures in waters of the U.S. All plans shall be in compliance with the Final Map and Drawing Standards for the South Pacific Division Regulatory Program dated February 10, 2016. All plan sheets shall be signed, dated, and submitted on paper no larger than 11x17 inches. No work in waters of the U.S. is authorized until the Consultant receives, in writing (by letter of email), Army Corps Regulatory Division approval of the final detailed grading/construction plans.
5. Consultant shall ensure that the project is built in accordance with the Army Corps-approved plans (SPL-2023-0046-CLB).
6. Consultant shall notify CDFW by email at least five (5) working days prior to initiation of project activities (EPIMS-RIV-39893-R6).
7. Consultant shall submit to CDFW for review and approval the names, qualifications, business addresses, and contact information of any qualified biologists (Designated Biologists) and Biological Monitor (s) that will be utilized to conduct species/habitat surveys, biological monitoring, or mitigation planning and implementation activities at least 30 days before initiating ground- or vegetation- disturbing activities. Consultant shall specify the proposed responsibilities of each Designated Biologist(s) and/or Qualified Biologist (s) and/or Biological Monitor(s) (herein referred to as Designated Biologist) and provide clear evidence of knowledge, experience, and capability of performing those duties.
    a. Designated Biologist shall clearly delineate the outer perimeter of the work areas and access routes with appropriate fencing, signage, and/or flagging to prevent damage to adjacent habitats prior to the start of Project activities.
    b. Designated Biologist shall determine and clearly delineate any necessary avoidance and/or buffer areas with appropriate fencing, signage, and/or flagging.
    c. Designated Biologist shall inspect the project area prior to any project activities, including pipes/construction materials, and the daily securing of trench/open areas.
    d. Before the start of daily project activities, the Designated Biologist or biological monitor should survey the project area to ensure wildlife incidentally trapped due to project activities are allowed to escape.
8. Consultant shall submit final stamped engineered design plans to CDFW a minimum of 30 days prior to start of Project activities for review by CDFW prior to Project start. The final design plans shall be based on the Project design plans submitted to CDFW in EPIMS-RIV-39893-R6. If the submitted Project plans differ substantially from the Project description, CDFW may require an amendment to this Agreement or submission of a new notification prior to starting the Project. (EPIMS-RIV-39893-R6).
9. Consultant shall complete project reporting activities.

Pre-construction Surveys – Subconsultant

10. Subconsultant shall conduct a focused survey for Crotch's bumble bee in areas where habitat may exist.
11. If suitable habitat is present, the Subconsultant will conduct a focused survey for Burrowing Owl.
12. Subconsultant will serve as Daily Biological Monitor.

Pre-construction Worker Environmental Awareness Program (WEAP) Training

1. Consultant shall conduct an education program (WEAP) for all persons employed or otherwise working on the Project prior to performing any work on site. The program shall include a discussion of the biology of the habitats and species identified in EPIMS-RIV-39893-R6.

2. The WEAP shall be provided regarding the distribution and habitat needs of any protected species that may be present, legal protections for those species, penalties for violations and Project-specific protective measures included in EPIMS-RIV-398-R6.
3. The WEAP shall include an interpretation for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on site.
4. Consultant shall prepare and distribute wallet-sized cards or a fact sheet that contains this information for workers to carry on-site.
5. Upon completion of the Education Program, employees shall sign a form stating they attended the Education Program and understand all protection measures. These forms shall be filed at the worksite offices and be available to CDFW upon request.
6. The Education Program shall be repeated annually for part of the Project extending more than one (1) year. EPIMS-RIV-39893-R6.
7. The education program shall include a discussion of the invasive species currently present within the Project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion shall include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts, along with Best Management Practices (BMPS) to limit the spread of the species. EPIMS-RIV-39893-R6.

Construction Monitoring – Sub-Consultant

1. Sub-Consultant shall clearly mark the limits of the workspace with flagging or similar means to ensure mechanized equipment does not enter preserved waters of the U.S. and riparian wetland/habitat areas. SPL-2023-00465-CLB.
2. In the event of any discoveries during construction within waters of the U.S. within Army Corps Permit Area of either human remains, archaeological deposits, or any other type of historic property, the subconsultant shall notify the Army Corps Regulatory Project Manager as required by SPL-2023-00465-CLB within 24 hours.
3. Nesting Birds. Sub-Consultant shall ensure that impacts to nesting birds are avoided through the implementation of pre-construction surveys, ongoing monitoring, and any necessary minimization measures. EPIMS-RIV-39893-R6
4. The DB shall have experience in identifying local and migratory bird species, conducting bird surveys using appropriate survey methodology, and determining/establishing/monitoring appropriate avoidance and minimization measures. EPIMS-RIV-39893-R6
5. DB shall conduct pre-construction surveys within three (3) days prior to the initiation of project activities. Results of pre-construction surveys shall be provided to CDFW at least one business day prior to commencement of Project activities. EPIMS-RIV-39893-R6

Least Bell's Vireo- Sub-consultant

6. City shall not conduct ANY Project activities, including ground disturbance or vegetation removal activities, within 1,000 linear feet of Least Bell's Vireo nesting habitat if nesting birds are present. Focused surveys following USFWS protocol for Least Bell's Vireo shall be conducted to establish presence of nesting birds. The physical extent of the survey area shall include all areas within 500 feet of Project disturbance. Survey results shall be submitted in writing to CDFW for review. DB will determine nesting status, utilizing USFWS survey protocols and CDFW review of the nest monitoring data. EPIMS-RIV-39893-R6
7. If Least Bell's Vireo are present and construction must take place within a buffer, a qualified acoustician shall monitor noise as construction approaches the edge of the occupied vireo habitat as directed by the permitted biologist. EPIMS-RIV-39893-R6

Coastal California Gnatcatcher- Surveys Not Included

8. City shall avoid impacts to nesting and/or foraging coastal California Gnatcatcher within the riparian scrub of stream areas. If coastal California Gnatcatcher are found within 500 feet of Project activities in the stream areas, Permittee shall immediately consult with CDFW for further actions. EPIMS-RIV-39893-R6

Burrowing Owl- Subconsultant

9. Prior to the initiation of Project activities, Sub-consultant shall conduct a burrowing owl habitat assessment consistent with the 2006 Burrowing Owl Survey Instructions. A habitat assessment shall be conducted by DB knowledgeable of burrowing owl sign, habitat, ecology, and field identification of the species, at least thirty (30) calendar days prior the initiation of Project activities. The assessment shall consist of walking the Project site to identify the presence of burrowing owl habitat. EPIMS-RIV-39893-R6

Construction Monitoring - Subconsultant

1. Upon completion of surveys by Consultant (except as otherwise specified), Subconsultant will be the Biological Monitor for daily construction monitoring.
2. Subconsultant shall implement Construction Conditions of SB23051IN including use of appropriate construction materials, delineation of ESAs prior to construction, delineation of access routes and work area, installation of culverts to not impede water flow, removal of temporary materials in waters of the state and proper revegetation, disposal of permitted fill in upland areas, top soil installation, appropriate dust abatement, and use of mechanized equipment per SB23051IN.

Crotch's Bumble Bee- Subconsultant

3. No less than 120 days prior to the initiation of Project activities, Consultant shall complete and submit to CDFW for review and comment a baseline habitat mapping report encompassing Fish and Game Code Section 1602 resources (including channel side slopes) identified in EPIMS-RIV-39893-R6.
4. If habitat mapping identifies the presence of suitable Crotch's bumble bee habitat, Consultant shall:
    a. Retain a qualified biologist to prepare a daft survey plan and conduct surveys for Crotch's bumble bee. The name and qualifications of the proposed biologist shall be submitted to CDFW for review and comment prior to preparation of the draft survey plan or commencement of surveys.
    b. No Less than 90 days prior to initiation of Project activities, the Crotch's Bumble Bee qualified biologist shall prepare and submit to CDFW for review and comment a draft survey pan for Crotch bumble bee.
    c. The Crotch's bumble bee qualified biologist shall complete surveys following the CDFW-reviewed survey plan. Following completion of surveys, and no less than 30 days prior to initiation of Project activities, survey results shall be submitted to CDFW for review and comment. Surveys shall be conducted between February 1 and October 31.

Burrowing Owl- Subconsultant

5. If the burrowing owl habitat assessment identifies burrowing owl habitat onsite, DB, preapproved by CDFW, shall perform a survey for burrowing owls between 30 to 60 days prior to any project impacts. Project site is located within the Western Riverside County MSHCP Burrowing Owl Survey Area, with a minimum of one site visit to occur. Additional visits may be warranted depending on the results of the first site visit. Surveys conducted during the breeding season March 1 – August 31 are required to describe how the site is used by burrowing owls. EPIMS-RIV-39893-R6
6. The focused burrowing owl surveys shall consist of site visits on four separate days at least one week apart. EPIMS-RIV-39893-R6
7. If burrows or suitable burrowing owl habitat is found onsite, Consultant/Qualified Biologist, pre-approved by CDFW, shall inspect all burrows that exhibit typical characteristics of owl activity within three (3) days prior to any ground disturbing or site-preparation activities. Consultant shall monitor the burrows with motion-activated trail cameras

for at least 24 hours to evaluate burrow occupancy. CDFW shall be notified in writing of detection of active burrows within three (3) days. EPIMS-RIV-39893-R6

8. Consultant shall submit the survey methodology and results within ten days of survey completion and at least twenty-one days prior to commencement of Project activities. Appropriate maps showing burrow locations shall be included. EPIMS-RIV-39893-R6

9. If burrowing owls are observed within the Project Site during Project Implementation and construction, Consultant shall notify CDFW immediately in writing. Consultant shall be responsible for implementing appropriate avoidance and mitigation measures, or other appropriate mitigation measures as identified in the Burrowing Owl Plan. EPIMS-RIV-39893-R6

10. If burrowing owls are detected on the Project site, the Permittee shall prepare a Burrowing Owl Plan that shall be submitted to CDFW for review and approval at least 30 days prior to initiation of Project activities. If burrowing owls are detected after Project activities have been initiated, a Burrowing Owl Plan shall be submitted to CDFW for review and approval within two weeks of detection and no Project activity shall continue within 300-1000 feet dependent upon burrowing owl nesting status and location. EPIMS-RIV-39893-R6

Post Construction - Consultant

1. Within 45 calendar days of completion of authorized work in waters of the U.S., Consultant shall submit to the Army Corps Regulatory Division a post-project implementation memorandum including the following information:

    a. Date (s) work within waters of the U.S. was initiated and completed.
    b. Summary of compliance status with each special condition of SPL-2023-00465-CLB.
    c. Color photographs (including map of photopoints) taken at the project site before and after construction for those aspects directly associated with permanent impacts to waters of the U.S. such that the extent of authorized fills can be verified.
    d. One copy of the “as built” drawings for the entire project. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches; and
    e. Signed Certification of Compliance (attached and part of SPL-2023-00465-CLB packaged). (SPL-2023-00464-CLB).

2. No later than one month following completion of authorized work in waters of the U.S., Consultant shall ensure all sites within waters of the U.S. subject to authorized, temporary impacts are restored to pre-project alignments, elevation contours, and conditions to the maximum extent practicable to ensure expeditious resumption of aquatic resource functions.

3. No later than 45 calendar days following completion of authorized work in waters of the U.S., Consultant shall submit a memorandum documenting compliance with this special condition (SPL-2023-00464-CLB).

4. For one year after the Project construction is complete, Consultant shall visually inspect the Project site between October 30 and April 15 following each rain event that results in 0.5 inch or more of rainfall in 48 hours to ensure excessive erosion, stream instability, or water quality pollution is not occurring in or downstream of the Project site. If erosion control measures have failed or water quality pollution is occurring, the Consultant shall contact the Water Board within 3 business days. SB23051IN

Project Mitigation - Consultant

1. The Consultant shall implement all requirements of the Mitigation Monitoring and Reporting Plan (MMRP) Appendix I of the EIR SB23051IN.

2. Consultant shall provide a final compensatory mitigation plan for review and approval by Water Board staff. Impacts to waters of the state are not authorized and shall not occur until a compensatory mitigation plan has been approved by Water Board staff. Upon approval by Water Board staff, Consultant shall implement the approved plan. SB23051IN

3. Consultant shall provide the final compensatory mitigation plan to include all plan elements as outlined in the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State and the State Supplemental Dredge or Fill Guidelines, Subpart J- Compensatory Mitigation for Losses of Aquatic Resources according to SB23051IN.

4. Consultant shall provide a copy of the fully executed agreement for the purchase of mitigation credits to the Water Board prior to the initiation of authorized impacts. SB23051IN.

5. Consultant shall retain responsibility for providing the compensatory mitigation and long-term management until Water Board staff has received documentation of the credit purchase and the transfer agreement between the Permittee and the seller of credits. Once this documentation is received, the Consultant has no responsibility for compensatory mitigation or long-term management. SB23051IN.

6. Total Required Compensatory Mitigation

    a. Consultant is required to provide compensatory mitigation for the authorized impact to 0.010 acre of wetlands by purchasing 0.030 acre Aquatic Resource Credits from the Riverpark Mitigation Bank or by purchasing equivalent credits approved by Water Board staff in the final compensatory mitigation plan. SB23051IN.
    b. Consultant is required to provide compensatory mitigation for the authorized impact to 0.036 acre of stream channel by purchasing 0.090 acre of Aquatic Resource Credits from the Riverpark Mitigation Bank or by purchasing equivalent credits approved by Water Board staff in the final compensatory mitigation plan. SB23051IN.
    c. Consultant is required to provide compensatory mitigation for the authorized impact to 0.042 acre of riparian zones by purchasing 0.100 acre of Aquatic Resource Credits from the Riverpark Mitigation Bank or by purchasing equivalent credits approved by the Water Board staff in the final compensatory plan. SB23051IN.

7. Habitat Restoration – Onsite (On-site Temporary Restoration) EPIMS-RIV-39893-R6

    a. Consultant shall restore no less than 0.31 acres of in-kind streambed and associated habitat.
    b. Upon completion of construction activities, Consultant shall restore all temporary impacts to pre-project conditions or better. Restoration activities should include, but not be limited to: contouring the ground surface to pre-impact grade; removing all construction related materials, trash, and debris; and replacing any natural materials moved during Project activities.
    c. Consultant shall prepare Project Completion report to include photo documentation and reporting of restoration efforts.

8. Habitat Mitigation and Monitoring Plan (HMMP; Temporary Impacts) EPIMS-RIV-39893-R6

    a. Consultant shall develop an HMMP within 4 months of starting Project activities.
    b. The HMMP will be prepared by a biologist familiar with the restoration of native pants. This plan shall include and is not limited to 1) plantings of both overstory and understory vegetation and, 2) a list of tree species being removed from the Project site, 3) return of impacted areas to original contours, and 4) a hydroseed mix appropriate to wetland and riparian vegetation within the project area composed of native species.
    c. The HMMP shall include a description of the proposed numbers, container sizes, and planting location, proposed monitoring activities, maintenance operations.
    d. These areas will be monitored for 5 years or until success criteria is met.
    e. Primary monitoring surveys for the HMMP (Temporary Impacts) shall be conducted in Spring and Fall, and an annual quantitative survey shall be performed to determine the success of restoration efforts.
    f. Consultant shall identify a proposed Habitat Restoration Manager, who may be the landowner or another party. Consultant shall notify CDFW of any subsequent changes in the Habitat Restoration Manager within 30 days of any change.
    g. HMMP shall include a description of the physical conditions and vegetation communities including a map and GIS shapefiles.
    h. Photo-documentation of restored areas shall be provided before and after restoration.

i. The HMMP shall identify the success criteria for the habitat restoration site. The reference site shall be approved by CDFW.
j. After the fifth year of monitoring, if the site has met the success criteria outlined in the HMMP, CDFW may request a site visit to determine if the mitigation portion of the agreement is deemed complete.
k. If the survival and cover requirements have not been met as established in the HMMP, the Consultant shall follow contingency measures. Any contingency actions will be determined in coordination with CDFW.

9. Option 1: Habitat Re-establishment/Rehabilitation – Offsite (Mitigation Bank) EPIMS-RIV-39893-R6

   a. Consultant shall compensate for the 0.08 acres of permanent impacts to stream bed, bank, and channel, through the acquisition of no less than 0.08 acre of streambed or riparian habitat re-establishment and 0.08 acre of rehabilitation credits through a CDFW-approved mitigation bank within Western Riverside County.
   b. Written CDFW approval of the mitigation bank is required prior to purchase of credits.
   c. Mitigation credits shall be purchased, and receipt provided to CDFW, at least 30 days prior to the initiation of Project activities or within 12 months following start of Project activities if Security is provided. If mitigation credits are not available for purchase within 10 months following start of Project activities, the following measure shall be implemented (Option 2) following the purchase of mitigation credits and shall be completed within 18 months following start of Project activities if Security is provided.
   d. Alternate banks, credit types, and/or credit amounts necessary to meet the mitigation requirement must be proposed to CDFW for review and approval within 10 months following start of Project activities and purchased within 30 days of CDFW's approval.

10. Option 2: Habitat Rehabilitation and/or Restoration – Offsite (Mitigation Site) EPIMS-RIV-39893-R6

    a. Consultant shall compensate for permanent impacts of 0.08 acres to streambed, bank, and channel, through the acquisition, rehabilitation and/or restoration, and perpetual conservation and management of a "Mitigation Site", or several mitigation sites, containing no less than 0.16 acres of streambed and stream-associated habitat within Western Riverside County.
    b. Consultant shall implement the HMMP to be reviewed and approved by CDFW, and a Long-Term Management Pan designed to sustain or surpass the habitat quality of the Mitigation Site in perpetuity.
    c. Consultant shall establish long-term management funding.
    d. Permanent protection and funding for perpetual management of Habitat Management lands must be complete prior to initiation of Project activities, or within 18 months of starting Project activities if Security is provided.

11. Consultant shall restore all areas of temporary impacts to waters of the state in accordance with the "Temporary Impact Restoration Plan," dated May 2023 per SB23051IN.

Project Reporting - Consultant

1. Project Reporting: Consultant shall submit an Annual Report by December 31 of each year, continuing until the Water Board issues a Notice of Project Complete Letter to City/Consultant. Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment D of SB23051IN, which must be signed by City/Consultant. SB230511N

2. Project Status Notifications-Commencement of Construction: Consultant shall submit a Commencement of Construction Report at least 7 days prior to start of initial ground disturbance activities and, if applicable, corresponding Waste Discharge Identification Number (WDID #) issued under the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order WQ 2022-0057-DWQ; NPDES No. CAS000002). SB23051IN

3. Project Status Notifications- Request for Notice of Project Complete Letter: Consultant shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete, and no further Project activities will occur. The request shall be submitted to Water Board staff within 30 days following completion of all Project activities. SB23051IN

4. As appropriate, Consultant shall submit the following notifications and/or reports: Accidental Discharges of Hazardous Materials, Violation of Water Quality Standards, In-Water Work and Diversions, Modifications to Project, Transfer of Property Ownership, and Transfer of Long-Term Best Management Practices (BMP) Maintenance, following the guidelines in SB23051IN.
5. Notification at the Start and End of Work. Consultant shall notify CDFW, in writing, at least five (5) days prior to re-initiation of Project-related activities and at least five (5) days prior to completion of Project and mitigation activities.
6. Consultant shall document compliance with all pre-Project Conditions of Approval before starting work through submitting a copy of the Mitigation Monitoring and Reporting Program (MMRP) table with notes showing current implementation status and date of completion of each mitigation measure. Notification shall be sent to CDFW as required by EPIMS-RIV-39893-R6
7. Reporting. All surveys, pre- and post-construction notifications, monitoring reports, and any other required communication between the Consultant and CDFW shall be submitted in digital format to CDFW as required by EPIMS-RIV-39893-R6.
8. Nesting Bird, Burrowing Owl, and Least Bell's Vireo Survey Report. Prior to commencement of Project activities, the Consultant shall submit to CDFW the results of pre-construction nesting bird, burrowing owl, and Least Bell's Vireo surveys completed as required by EPIMS-RIV-39893-R6
9. Nesting Bird Summary Report. Consultant shall prepare and submit to CDFW a summary of nesting species identified onsite, discovery of nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers.
    a. Summary reports shall be submitted on a weekly basis until there is no further evidence of nesting activity.
10. On-site Resource Updates. Permittee shall provide updates on the status/outcome of any new or previously identified resource, and any other pertinent information.
    a. Summaries shall be submitted on a monthly basis during periods of Project activity until Project completion or monitoring is complete.
11. Project Completion Report. Permittee shall provide a Project Completion Report to CDFW no later than one month after the Project is fully completed.
    a. The Project Completion Report shall demonstrate that impacts to streams are consistent with EPIMS-RIV-39893-R6.
    b. The report shall include photo documentation, a quantification of the Project's final total acres of impacts to streams, avoidance/minimization measures implemented, maps of work areas, biological survey notes (including construction monitoring), and a summary of the temporary and permanent restoration efforts with photo documentation.
    c. The report shall include a copy of the MMRP table with notes showing status and date of implementation for each mitigation measure.
    d. The report shall include GPS data taken before and after Project construction activities to verify project impacts are consistent with EPIMS-RIV-39893-R6.
    e. The Consultant shall include, at minimum, pre-Project and post-Project color photographs taken from fixed locations of all Project areas within or directly adjacent to stream habitat.
12. Notification to CNDDB. If any special-status or listed species are/have been observed on or in proximity to the Project site, Consultant shall submit California Natural Diversity Data Base (CNDDB) forms and maps to the CNDDB within five working days of the sightings.
13. List of Designated Biologist(s). The Consultant shall submit a proposed list of Designated Biologist(s) to CDFW for review at least 30 days prior to Project start.

14. Emergency Response Plan. The Consultant shall submit an Emergency Response Plan to CDFW prior to start of ground disturbance.

    a. The plan shall identify the actions that shall be taken in the event of a spill of petroleum products, or other material harmful to aquatic or plant life, and the identification and uses of emergency response materials.

Project Reporting - Consultant

Crotch's Bumble Bee

1. Crotch's Bumble Bee – Habitat Mapping Report. No less than 120 days prior to initiation of activities addressed by EPIMS-RIV-39893-R6, Subconsultant shall submit a baseline habitat report of the project site (including channel side slopes). This report will be prepared by Subconsultant.
2. Crotch's Bumble Bee- Survey Plan. If habitat mapping identifies the presence of suitable habitat, no less than 90 days prior to initiation of project activities, Permittee shall submit to CDFW for review and comment a survey plan for Crotch's bumble bee. This survey plan will be prepared by Subconsultant.
3. Crotch's Bumble Bee- Survey Results. Survey results shall be submitted to CDFW within 30 days of completion of survey efforts by Subconsultant. Survey results shall be submitted to Consultant who will submit results to CDFW.

Burrowing Owl

4. Consultant shall submit the survey methodology and results within ten days of survey completion and at least twenty-one days prior to commencement of Project activities. Appropriate maps showing burrow locations shall be included. EPIMS-RIV-39893-R6
5. If burrowing owls are observed within the Project Site during Project Implementation and construction, Consultant shall notify CDFW immediately in writing. Consultant shall be responsible for implementing appropriate avoidance and mitigation measures, or other appropriate mitigation measures as identified in the Burrowing Owl Plan. EPIMS-RIV-39893-R6
6. If burrowing owls are detected on the Project site, the Permittee shall prepare a Burrowing Owl Plan that shall be submitted to CDFW for review and approval at least 30 days prior to initiation of Project activities. If burrowing owls are detected after Project activities have been initiated, a Burrowing Owl Plan shall be submitted to CDFW for review and approval within two weeks of detection and no Project activity shall continue within 300-1000 feet dependent upon burrowing owl nesting status and location. EPIMS-RIV-39893-R6

Consultant shall provide the following to comply with the project MMRP:

1. CUL-C1: Before starting construction, a qualified archaeologist will be retained as project archaeologist to oversee archaeological monitoring during construction activities near CA-RIV-8163H.
2. CUL-C5: Before starting construction, a qualified paleontologist will be retained as project paleontologist to oversee paleontological monitoring during construction activities in areas identified as likely to contain paleontological resources.
3. CUL-C4: Before starting construction, a tribal Monitoring Agreement will be in place for monitoring of Native American artifacts during construction activities involving excavation in areas considered to have a higher sensitivity for buried archaeological resources.- Optional task

Permit Amendments – Additional Scope of Work

Consultants can assist with any permit amendments. A separate scope will be provided for any permit amendment.

Schedule / Deliverables

GENERAL COMMUNICATION			
DELIVERABLES			
Milestone	**Deliverable**	**Staff**	**Due Date**
1	Weekly schedule updates documenting surveying/monitoring results made during the previous calendar week.	Arianne Preite	On Monday of each week from the starting week of construction until project completion.
2	Qualifications for DBs/monitors to CDFW	Arianne Preite	30 days prior to ground disturbance
3	Final Stamped Engineering Design Plans to CDFW	Arianne Preite/Parsons Engineer	30 days prior to project activities

PRE-CONSTRUCTION SURVEYS			
SCHEDULE			
Work/Staff	**Hours/Duration**	**Start Date**	**End Date**
One Designated Biologist	10 hours/day	*Summer 2025*	Prior to the start of construction
DELIVERABLES			
Milestone	**Deliverable**	**Staff**	**Due Date**
1	General pre-construction surveys within 3 days prior to initiation of project activities	Arianne Preite; Brian Upchurch	Results to CDFW 1 day prior to initiation of project activities
2	Pre-construction surveys Report- Nesting Birds to CDFW	Arianne Preite; Brian Upchurch; Elizabeth Koos	Weekly during nesting season
3	Pre-construction Survey Report- Burrowing Owl Habitat Assessment to CDFW	Arianne Preite; Brian Upchurch; Elizabeth Koos	Prior to the start of construction- 30 days prior
4	Pre-construction Survey Report- Least Bell's Vireo to CDFW for review	Arianne Preite; Emile Fiesler	TBD/if habitat present
5	Emergency Response Plan to CDFW	Parsons	Prior to start of ground disturbance
6	Submit to USACE Final Grading/Construction Plans and Receipt of USACE Approval	Arianne Preite	Prior to start of ground disturbance
7	GIS/mapping tasks to accompany pre-survey reports	Brian Upchurch	TBD

8	Based on suitable habitat; Qualified acoustician shall monitor noise as construction approaches the edge of occupied least Bell's vireo habitat	Parsons Subconsultant	TBD

WEAP TRAINING			
SCHEDULE			
Work/Staff	**Hours/Duration**	**Start Date**	**End Date**
One Designated Biologist	1 hours/day; as needed once project activities commence	Prior to the start of ground disturbing activities	once all project staff and subs are trained
DELIVERABLES			
Milestone	**Deliverable**	**Staff**	**Due Date**
1	WEAP training Signatures logs	Arianne Preite; Brian Upchurch	Prior to the start of ground disturbing activities and as needed for new staff during construction

CONSTRUCTION MONITORING			
SCHEDULE and DELIVERABLES/REPORTS (Sub-consultant)			
Work/Staff	**Hours/Duration**	**Start Date**	**End Date**
One Designated Biologist	Full-time during ground disturbing activities. 10 hours/day for 200 working days.	Once ground disturbing activities commence and pre-construction surveys are complete	Once construction is complete
One Designated Biologist	Crotch Bumble Bee Habitat Monitoring Report	No less than 120 days prior to initiation of project activities	
One Designated Biologist	Submit name and qualifications of proposed biologist to CDFW for review and comment prior to preparation of draft survey pan or commencement of surveys	Based on suitable habitat	
One Designated Biologist	Crotch Bumble Bee Survey Plan	Based on suitable habitat, no less than 90 days prior to initiation of project activities	
One Designated Biologist	Crotch Bumble Bee Survey Results	Based on suitable habitat; Submitted to Consultant within 30 days of completion of survey efforts	
One Designated Biologist	Perform a survey for burrowing owl	Based on suitable habitat; between 30-60 days prior to any project impacts	

One Designated Biologist	Submit survey methodology and results for burrowing owl surveys	Based on suitable habitat; within 10 days of survey completion and at least 21 days prior to commencement of Project Activities	
One Designated Biologist	Prepare Burrowing Owl Plan	Based on the detection of burrowing owls on-site; submit to CDFW for review and approval at least 30 days prior to initiation of project activities	
SCHEDULE AND DELIVERABLES/REPORTS (Parsons)			
Milestone	**Deliverable**	**Staff**	**Due Date**
1	Weekly schedule updates documenting project activities that occurred during the previous week.	Arianne Preite; Brian Upchurch	On Monday of each week from the start of ground disturbing activities through the completion of construction
2	Annual Report to Water Board	Arianne Preite; Elizabeth Koos	December 31st annually
3	Commencement of Construction to Regional Board	Arianne Preite	7 days prior to ground disturbance
4	5 day notification for start and end of work to CDFW	Arianne Preite	5 days prior to start and end of work
5	Monthly report	Arianne Preite	By 5th day of the following month of construction activities
6	Resource Agency Coordination	Arianne Preite	City will receive a copy of all communications
7	Archaeologist (if remains discovered)	Subconsultant	If remains discovered
8	GIS to accompany pre-construction reports	Brian Upchurch	TBD
9	Accidental Discharges of Hazardous Materials, Violation of Water Quality Standards, In-Water Work and Diversions, Modifications to Project, Transfer of Property Ownership, and Transfer of Long-Term Best Management Practices (BMP) Maintenance	Arianne Preite	TBD/if required

POST-CONSTRUCTION TASKS			
SCHEDULE			
Work/Staff	**Hours/Duration**	**Start Date**	**End Date**
One Designated Biologist	8 hours/day for 1 year, then as specified below for task 5	Once ground disturbing activities are complete	TBD
DELIVERABLES/REPORTS			
Milestone	**Deliverable**	**Staff**	**Due Date**
1	Project Completion Report (temporary impacts) to CDFW	Arianne Preite, Elizabeth Koos	Within 30 days of completion of activity
2	Post-Project Implementation Memo to Army Corps	Arianne Preite	Within 45 days of completion of work in waters of the U.S.
3	Restoration of Temporary Impacts Memo to Corps	Arianne Preite	Within 30 days of completion of activity
4	Memo of Field Inspection After Rain Event of 0.5" to Water Board	Brian Upchurch	For one year post construction
5	5 year monitoring/close out report for Restoration of Temporary Impacts	Arianne Preite	5 calendar years from last ground disturbing activity
6	Obtain sign off/Implement Requirements of MMRP	Arianne Preite	Within one calendar year of completion of project activities
7	Request for Project Complete to Water Board	Arianne Preite	Within 30 days completion of project activities

MITIGATION TASKS			
SCHEDULE			
Work/Staff	**Hours/Duration**	**Start Date**	**End Date**
One Designated Biologist	8 hours/day for 1 year, then as specified below for task 6	Once ground disturbing activities commence; Arianne Preite; Brian Upchurch	Once construction is complete
DELIVERABLES			
Milestone	**Deliverable**	**Staff**	**Due Date**
1	Final Compensatory Mitigation Plan to Water Board	Arianne Preite; Brian Upchurch	Prior to initiation of project activity impacts

2	Copy of purchase of credits to Water Board	Arianne Preite; Brian Upchurch	Prior to initiation of project activity impacts
3	Prepare HMMP	Arianne Preite; Brian Upchurch	Prior to initiation of project activity impacts
4	CDFW approval of mitigation bank	Arianne Preite; Brian Upchurch	Prior to credit purchase
5	Credit purchase and receipt to CDFW	Arianne Preite; Brian Upchurch	At least 30 days prior to initiation of project activities or within 12 months with Security
6	HMMP Survey in Spring and Fall for 5 years with Annual Quantitative Survey	Arianne Preite; Brian Upchurch	5 years once ground disturbing activity is completed

Reports

All reports shall include at a minimum the following:

1. Dates, begin times, end times, and weather conditions of all survey or monitoring days.
2. Name of the DB present for each of the days and times.
3. Methodology used and any limitations that might affect the results of clearance surveys.
4. Data sheets and/or field notes with mapping detailing all data recorded using GPS and Geographic Information Systems technology.
5. Avoidance and minimizations measures implemented and their efficacy.
6. Location of work conducted each day using names of sites.

SECTION 2

COST PROPOSAL

Please review our cost proposal with billing rates for the environmental tasks attached here on the following page.

Bundy Canyon Segment 2 Environmental Services

LABOR HOURS AND COSTS

Bundy Canyon Segment 2 Environmental Services								
TASK*		PROJECT MANAGER	ENVIRONMENTAL MANAGER	SENIOR ENVIRONMENTAL SCIENTIST	ASSOCIATE ENVIRONMENTAL SCIENTIST	ASSISTANT ENVIRONMENTAL SCIENTIST	TOTAL LABOR HOURS	DIRECT LABOR COSTS
		$240.00	$240.00	$165.00	$150.00	$105.00		
1	**Project Management**							
	Prepare, circulate, and file correspondence and memos			100.00			100.00	$16,500.00
	Perform schedulling and coordination with City and sub			200.00			200.00	$33,000.00
	Perform resource agency coordination and permit extension			40.00			40.00	$6,600.00
	Prepare invoices	70.00					70.00	$16,800.00
	Environmental Oversight for SCG Work			60.00		60.00	120.00	$16,200.00
2	**Pre-Construction Surveys- Biology**							
	Complete survey reports and submit to CDFW			40.00		40.00	80.00	$10,800.00
	Prepare emergency response plan		40.00				40.00	$9,600.00
	Submit plans to USACE and coordination			20.00			20.00	$3,300.00
	Complete GIS mapping for survey reports					100.00	100.00	$10,500.00
	Delineate ESA and pre-construction activities			100.00		100.00	200.00	$27,000.00
	Technical edit of survey reports				40.00		40.00	$6,000.00
3	**Construction Tasks- Environmental**							
	Prepare WEAP materials			20.00		20.00	40.00	$5,400.00
	Conduct WEAP training			40.00		40.00	80.00	$10,800.00
	Paleontological Monitoring			40.00				$6,600.00
	Archaeological Monitoring			40.00				$6,600.00
	Tribal Monitoring Agreement			40.00				$6,600.00
4	**Construction Monitoring - see subconsultant estimate (ICF)**							
5	**Reporting Tasks- Biology**							
	Prepare Project Completion Report			40.00			40.00	$6,600.00
	RWQCB Notification annual and start of construction			20.00			20.00	$3,300.00
	Prepare Weekly reports			100.00			100.00	$16,500.00
	Prepare Monthly report			50.00			50.00	$8,250.00
	CDFW Notification start and end of work			20.00			20.00	$3,300.00
	Reporting of Violations			40.00			40.00	$6,600.00
	Technical Edit of Reports				40.00		40.00	$6,000.00
6	**Post-Construction Tasks- Biology**							
	Prepare temporary impacts report			110.00		110.00	220.00	$29,700.00
	Prepare project implementation memo-USACE			20.00			20.00	$3,300.00
	Complete field inspection after rain events for one year				80.00		80.00	$12,000.00
	Complete 5 year monitoring and close out report			160.00		160.00	320.00	$43,200.00
	Prepare RWQCB report of completion			20.00		20.00	40.00	$6,300.00
	Technical edit of reports				40.00		40.00	$6,000.00
7	**Mitigation Tasks- Biology**							
	Prepare HMMP			200.00		200.00	400.00	$54,000.00
	Agency Appproval of mitigation			40.00		40.00	80.00	$10,800.00
	HMMP Surveys/Monitoring for 5 years			250.00		250.00	500.00	$67,500.00
	Close out Report			50.00		50.00	100.00	$13,500.00
TOTAL LABOR HOURS AND DIRECT LABOR COSTS								
TOTAL LABOR HOURS		**70.00**	**40.00**	**1860.00**	**200.00**	**1190.00**	**3240.00**	
TOTAL DIRECT LABOR COSTS		**$16,800.00**	**$9,600.00**	**$306,900.00**	**$30,000.00**	**$124,950.00**		**$489,150.00**
						TOTAL LABOR COSTS		**$489,150.00**

Notes: * All tasks listed are permit requirements: 1602, 401, and 404.

Other Direct Costs

OTHER DIRECT COSTS	UNIT	TOTAL ODC's
Mileage	LS	$5,000.00
Printing	LS	$500.00
TOTAL OTHER DIRECT COSTS		**$5,500.00**

Subconsultants

SUBCONSULTANT COSTS			TOTAL SUB COSTS
ICF	Cost Estimate		$250,896.39
ICF (Optional Task)	Focused Surveys - Crotch Bumble Bee Protocol Survey and Least Bell's Vireo Protocol Survey		$62,596.06
TOTAL SUBCONSULTANT COSTS			**$313,492.45**

TOTAL ESTIMATED COST	***$808,142.45***

January 5, 2026

Ms. Arianne Preite
Regulatory Permitting Manager
Parsons

SUBJECT: Scope of Work to Provide Pre-construction and Construction Monitoring Services for the City of Wildomar Phase 2 Bundy Canyon Extension Project

Dear Ms. Preite,

ICF Environmental, Inc. (ICF) is pleased to provide Parsons with this scope of work and cost estimate to provide Pre-construction Surveys and Biological/Archaeological Construction Monitoring Services for the City of Wildomar's Phase 2 Bundy Canyon Road Extension Project (Project). This scope of work is based on receipt of aquatic resource permits, notably the California Department of Fish and Wildlife (CDFW) permit EPIMS-RIV-39893-R6 with included measures and specific assumptions below. ICF shall provide services under mutually agreed upon terms. ICF proposes to invoice costs monthly. If you are in agreement with these terms and conditions, then please provide written authorization or notice to proceed (NTP).

Task 1. Pre-construction Surveys

Pre-Construction Nest Surveys

CDFW measure 2.13.2 requires pre-construction nesting bird surveys within 3 days prior to the initiation of Project activities. If nesting birds are found, an appropriate avoidance buffer will be established by the Designated Biologist. If an active nest is located, a qualified biologist shall establish, implement, and monitor avoidance and minimization measures to ensure compliance with all applicable laws and regulations related to nesting birds and raptors. Because the Phase 2 footprint includes large areas of vegetation, this task includes 4 days of surveys (10-hour days with travel) using two biologists within initial ground disturbance areas at the prior to the start of construction and also four additional days (10-hour days with travel) of surveys by one biologist for subsequent initial disturbance that does not take place upon initial project mobilization (i.e., new disturbance does not occur within 7 days of the original footprint nest surveys).

Deliverable:

- Daily monitoring log detailing the survey and findings.

This proposal contains confidential information and shall not be disclosed or used for any purpose other than to evaluate this proposal.

Assumptions:

- Permission to enter the project footprint (i.e., temporary construction easements outside of the ROW) will be provided.
- Any active nests found during the pre-construction survey or during construction activities will be monitored during the Task 2 monitoring activities.
- No GIS mapping or figures of active nests will be produced as part of this task. Any active nests will be flagged/buffered in the field and with a GPS coordinate (or similar location method such as a Google Earth pin).
- No weekly reporting is included in this scope of work. CDFW measures 2.13.6 and 4.4 require summary reports to CDFW weekly regarding the nesting species identified onsite, discovery of any of new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers.

Pre-Construction Burrowing Owl Survey

CDFW measures 2.16 through 2.16.6 require a burrowing owl habitat assessment, focused burrow survey if suitable habitat is present, and four focused owl surveys within suitable habitat between 30 and 60 days prior to any Project impacts. Surveys must be conducted during the breeding season March 1 - August 31 and consist of site visits on four separate days at least one week apart. The survey methods and results must be submitted to CDFW within ten days of survey completion and at least twenty-one days prior to commencement of Project activities. If burrowing owls are detected on the Project site, then a Burrowing Owl Plan must be prepared. This scope assumes no active owls will be observed and no plan is required.

As part of this task, ICF will determine the suitable habitat areas and survey the length of the Phase 2 alignment for suitable burrows that was not previously surveyed for the utility alignment. Four days of focused surveys will then be conducted and a Burrowing Owl Focused Survey Memo Report will be completed. Based on surveys completed for PA&ED, there was suitable habitat along much of the alignment; however, there were only suitable burrows in one specific area. Based on this information, we are anticipating one day (two biologists) to map suitable habitat and suitable burrows outside of the utility alignment, followed by four days (8 hour days with travel) of surveys with two biologists for a total of 5 mobilizations.

A brief Burrowing Owl Focused Survey Memo Report of the survey methods and results, including the location of any burrows and burrowing owls and any established avoidance buffers will be prepared for CDFW submittal.

This proposal contains confidential information and shall not be disclosed or used for any purpose other than to evaluate this proposal.

Crotch's Bumble Bee (CBB) Habitat Assessment

Measure 2.17 requires no less than 120 days prior to the initiation of activities complete and submit to CDFW for review and comment a baseline habitat mapping following Sawyer et al. (2009) identifying species composition for each mapped alliance. Accordingly, two biologists will complete a habitat analysis for areas not previously reviewed for the utility relocation and prepare brief memorandum for CDFW submittal. If suitable habitat is present for CBB, then surveys will be completed upon authorization for optional Task 3.

Deliverable:

- Burrowing Owl Focused Survey Memo Report
- Crotch's Bumble Bee Habitat Assessment Memo

Assumptions:

- No active owl burrows will be observed and no Burrowing Owl Plan is required.
- No CDFW revisions on the reports are expected.

Task 2. Construction Monitoring

Measure 2.10 requires daily clearance of the work area by a biologist and measure 2.13.4 requires daily monitoring of any active nests. As such, this task includes up to 200 working days of construction monitoring. If full-time monitoring is not required due to the lack of sensitive biological resources adjacent to the project work area (e.g., initial clearing/grubbing completed, no active nests), then the working day will be reduced accordingly for efficiency. Therefore in an effort to be efficient while meeting the intent of the permit measures, we are assuming 50 days up to 8 hours/day (with travel), 50 days up to 6 hours/day (with travel), and 100 days up to 4 hours/day (with travel). Biological monitoring will include observations of the LOD and work limit work activities relative to any sensitive biological resources, any active nest monitoring needed, and as-needed contractor/City correspondence. Up to 0.5 hr/day is included for a brief daily monitoring log to be completed and submitted on a sharepoint website for City review and download. The daily monitoring log will document construction activities, any biological resources or issues identified, BMPs relative to biological and aquatic resources, correspondence with the City and/or contractor related to any compliance issues, and issue resolution.

Measure 2.5 requires the City to clearly delineate the outer perimeter of the work areas and access routes with appropriate fencing, signage, and/or flagging to prevent damage to adjacent habitats prior to start of Project activities. The biologist will monitor ESA and Limits of disturbance

(LOD) fence installation. This task assumes that the LOD/ESA fence installation will occur during construction monitoring (i.e., no separate mobilization is required).

This task also includes up to four days (10-hour days with travel) of as-needed archaeological monitoring with one archeologist. Field notes or a written monitoring log will be completed.

Deliverable:

- Daily Monitoring Logs

Assumptions:

- Up to 200 monitoring days (50 days up to 8 hours/day (with travel), 50 days up to 6 hours/day (with travel), and 100 days up to 4 hours/day (with travel)).
- No GIS mapping or figures of active nests will be produced as part of this task. Any active nests will be flagged/buffered in the field and with a GPS coordinate (or similar location method such as a Google Earth pin).
- No weekly reporting, or any other permit reporting to CDFW or other agencies is included in this scope of work.
- CDFW Measure 4.9 requires pre/post drainage photos that can be completed and provided to Parsons during construction monitoring. No final report or submittal to CDFW is included. Photo locations and directions will be electronic.
- No tribal or paleontological monitoring is included.
- No preparation of a WEAP training or wallet sized WEAP cards are included. The WEAP can be administered as-needed when ICF biologists are on site.

Task 3. Focused Surveys (Optional)

Crotch's Bumble Bee (CBB) Protocol Surveys

Should Task 2, Crotch's Bumble Bee Habitat Assessment, determine that suitable habitat is present within the Phase 2 project footprint and approximate 50' buffer, then Measure 2.18, CBB surveys, is required. Surveys are required between February 1 and October 31 and require 3 surveys spaced out during the bee lifecycle. Measure 2.18.1 requires a resume package submittal, 2.18.2 requires a draft survey plan no less than 90 days prior to construction, and 2.18.3 requires survey results submittal. Because the project footprint extends substantially into vegetated areas, it is assumed that surveys are required along most of the alignment, which represents a very large survey area. Accordingly, ICF will provide surveyor resumes, perform the

survey (2 biologists, four days per survey event, three survey events) and prepare a brief survey memo for CDFW submittal.

Least Bell's Vireo Protocol Surveys

Measure 2.14 requires protocol least Bell's vireo (LBV) surveys during the nesting season within 500' of project limits. The U.S. Fish and Wildlife Service (USFWS) requires the surveys be conducted pursuant to the Least Bell's Vireo Survey Guidelines (USFWS 2001), which requires that a minimum of eight surveys be conducted at least 10 days apart between April 10 and July 31. Because the study areas contains potentially-suitable habitat for nesting LBV, one ICF biologist will conduct USFWS protocol level surveys for LBV throughout all areas of suitable habitat (assumed to be areas outside of the utility relocation alignment that will have been completed as part of a separate scope of work) on and adjacent to the study area (up to 500' where access is provided). The results of the surveys will be incorporated into a brief memo report. This survey is only needed if work will occur between April through September.

Deliverable:

- CBB Survey Memo Report
- LBV Survey Memo Report

Assumptions:

- No noise monitoring is included per measure 2.14.2.2 should nesting vireo be found within 500' of the work limits.
- Resumes of monitoring biologists will be provided for CDFW submittal and approval.
- Surveys will not be repeated if the construction duration spaces two seasons during protocol survey windows.
- No surveys for CA gnatcatcher are included.

Task 4. Project Management

This task allows for 4 hours of initial project set up, and two hours/week for ongoing project management and invoicing, a virtual kickoff, on-going and as needed scheduling and coordination with Parsons/City, project coordination calls, and QAQC/submittal of deliverables.

Assumptions

- The project duration is 200 days/52 weeks, with no weekend, night, or holiday work. Surveys will need to be completed within the time frames specified in the CDFW

measures. Some variances may be possible; however, all surveys must be completed before initial disturbance/clear and grub work is started.

- The project limits of disturbance will be provided prior to work start and any temporary construction easements or private lands right of entry parcels will be provided.
- ESA area limits will be provided based on design plan files and field verified.
- SAA measure 2.9 requires a daily check of excavated areas and measure 1.10 requires a daily wildlife clearance survey.
- No acoustic surveys or noise monitoring is required for vireo (SAA measure 2.14.2.2).
- The contractor is assumed to clean construction equipment of invasive species and administer SAA measure 2.32 through 2.34.

Deliverables:

- Project Management/Coordination consisting of two hours per week for approximately 52 weeks (200 days of construction).
- Monthly, as-needed project calls up to one hour
- Attendance of the field kick-off meeting on the first day of construction by the Project Manager and Senior Biologist.

Project Schedule

As directed by the City and Parsons, ICF anticipates that work will commence July 2026

The work will be performed on a time and materials basis. ICF's proposal is valid for 90 days from its submittal, at which time ICF reserves the right to revise the cost estimate or extend the validity date, if needed. ICF looks forward to negotiating mutually acceptable terms and conditions. Should you have any questions about the proposal, please contact Greg Hoisington at Greg.Hoisington@icf.com or 949.333.6622. We look forward to hearing from you.

Sincerely,

Trina L. Prince
Senior Contracts Administrator

Att: 1. Cost Estimate

City Wildomar Bundy Canyon Rd. Phase 2 Monitoring

	Consulting Staff											
Employee Name	Hoisington Gregory	Richards Phillip	Baker Vincent	Martinez Amanda	Sutter Nicholas	Klinefelter Kristen	Garcia Johnnie	Vargas Benjamin	Smith-Escalera Shannon			
Project Role	Project Manager	Project biologist	Project biologist	Project biologist	Project biologist	Project biologist	GIS support	Cultural Lead	Cultural Monitor			
Labor Classification	Mng Consult	Sr Consult I	Env Tech I	Env Tech II	Env Tech I	Assoc Consult II	Sr Consult I	Sr Consult III	Env Tech I			
Task										Subtotal	Labor Total	Other Costs	Total Price
Task 1. Pre-construction Surveys	10.0	114.0	116.0	8.0			16.0			$39,230	$39,230		$40,893.55
Task 2. Construction Monitoring		175.0	325.0	225.0		325.0	16.0		40.0	$153,495	$153,495		$160,003.96
Task 3. Focused Surveys (Optional)										$0	$0		$0.00
CBB Protocol Surveys	*4.0*	*168.0*		*120.0*			*4.0*			$44,280	$44,280		$46,157.69
Vireo Protocol Surveys	*2.0*		*40.0*	*48.0*			*6.0*			$12,460	$12,460		$12,988.37
Task 4. Project Management	100.0	8.0								$23,320	$23,320		$24,308.88
Total hours **1,870.0**	116.0	465.0	481.0	401.0	0.0	325.0	42.0	0.0	40.0				
Billing Rates	$220.00	$165.00	$125.00	$125.00	$125.00	$150.00	$170.00	$210.00	$110.00				
Subtotal	$25,520.00	$76,725.00	$60,125.00	$50,125.00	$0.00	$48,750.00	$7,140.00	$0.00	$4,400.00	$272,785.00	$272,785.00		
Total escalation, Period 2 3/1/26 - 2/28/27	$382.80	$1,150.88	$901.88	$751.88	$0.00	$731.25	$107.10	$0.00	$66.00	$4,091.78	$4,091.78		
Total escalation, Period 3 3/1/27 - 2/28/28	$699.38	$2,102.65	$1,647.73	$1,373.68	$0.00	$1,335.99	$195.67	$0.00	$120.58	$7,475.67	$7,475.67		
Subtotal (including escalation)	$26,602.18	$79,978.52	$62,674.60	$52,250.55	$0.00	$50,817.24	$7,442.77	$0.00	$4,586.58	$284,352.45	$284,352.45		
Other Direct Costs													
523.05 Travel, Auto, incld. Mileage at current IRS rate (.70/mile)												$24,290.00	
523.05 Travel, Auto, incld. Mileage at current IRS rate (.70/mile) - for Optional Tasks												$3,150.00	
523.08 Per Diem at $175/day - 8												$1,400.00	
Direct expense subtotal												$28,840.00	
Total price with Optional Tasks													$313,192.45
Total price without Optional Tasks													$250,896.39

This proposal contains confidential information and shall not be disclosed or used for any purpose other than to evaluate this proposal.

SECOND AMENDMENT TO AGREEMENT FOR ENGINEERING AND PROJECT MANAGEMENT SERVICES

by and between

the

CITY OF WILDOMAR

and

TKE ENGINEERING, INC.

Dated January 14, 2026

SECOND AMENDMENT TO AGREEMENT FOR ENGINEERING AND PROJECT MANAGEMENT SERVICES

This Second Amendment to Agreement for Engineering and Project Management Services ("Second Amendment"), which is dated January 14, 2026, is hereby entered into by and between the CITY OF WILDOMAR, a California general law city ("City"), and TKE ENGINEERING, Inc., a Civil Engineering Consultant ("Service Provider"), as follows:

RECITALS

A. City and Service Provider entered into an agreement for Engineering and Project Management Services on October 11, 2023 ("Agreement"). The Agreement provides that Service Provider will provide Engineering and Project Management services for the City as described in Exhibit A, Scope of Services of the original Agreement.

B. City and Services Provider entered into a First Amendment to the Agreement on July 9, 2025, amending Section 2, Scope of Services & Schedule of Performance, and Section 4, Compensation and Method of Payment

C. This Second Amendment amends Section 1 - Term of Agreement, Section 2 - Scope of Services & Schedule of Performance.

OPERATIVE PROVISIONS

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

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

1.1. The entirety of Section 1. Term of Agreement is hereby amended as follows:

> "Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement shall end on June 30, 2028."

1.2. Exhibit A to the Agreement, "Scope of Services", is hereby amended to add the Scope of Work attached hereto as Attachment A and incorporated herein.

GENERAL PROVISIONS

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. **Integration**. This Second 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 Second Amendment.

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.

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

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.

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

CITY

By:_____
Chris Mann, City Manager

ATTEST:

_____
Janet Morales- Garcia, CMC, City Clerk

APPROVED AS TO FORM

_____
Thomas D. Jex, City Attorney

SERVICE PROVIDER

TKE ENGINEERING

By:_____
Name:_____
Title: _____

By:_____
Name:_____
Title: _____

ATTACHMENT A

AMENDED SCOPE OF WORK

December 1, 2025

Mr. Jason Farag, P.E., Director of Public Works
CITY OF WILDOMAR
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Subject: Budget Increase Letter #2 for Bundy Canyon Road Widening – Phase II

Dear Mr. Farag:

TKE Engineering, Inc. (TKE) has been providing Project Management consulting engineering services to the City of Wildomar (City) for the management of Bundy Canyon Road Widening – Phase 2 Project. TKE's original budget for the Bundy Canyon Road Widening – Phase 2 Project was established at $50,000 and was previously amended to $124,000 to be billed on a time and materials basis and that amended budget has now been expended. Due to right-of-way acquisition and environmental mitigation delays, utility coordination issues and completion of the construction documents, the project has extended beyond the anticipated time. Therefore, the City has requested TKE to continue to provide additional project management services for the Bundy Canyon Road Widening – Phase 2 Project in which TKE will require additional budget. The following is a description of the required scope of services and additional budget amount required for each.

SCOPE OF WORK

Bundy Canyon Road Widening – Phase 2

Task No. 1* - Project *Management

Project management includes weekly meetings with staff to ensure critical decisions are presented to the City for direction at appropriate times, meetings and communications with the project team, field reviews of the site, progress reports, and regular review of project schedule and budget.

Additional services were requested by the City for TKE to review and prepare traffic control and project phasing exhibits which will be used to identify construction conflicts related to grading, overhead and underground utility relocations. TKE will provide phasing exhibits and language in the project specifications to assist the Contractors with development of phasing and utility coordination needs required for construction.

Total budget increase for the services described above is $40,000.00.

Task No. 2 - Right-of-Way Acquisition

TKE will attend meetings and coordinate with appraisers, legal counsel, City staff, property owners and right-of-way consultants throughout the right-of-way acquisition process, as needed, to assist with valuations, fair market value, review legal and plat documents, identify temporary construction requirements, or to assist with property negotiations with the property owners, conducting businesses, escrow and title companies and any other affected parties to finalize the property acquisition.

Total budget increase for the services described above is $2,000.00.

Task No. 3 - Utility Coordination

The City requested TKE to provide additional utility coordination to prepare exhibits and identify utility conflicts related to construction. TKE will coordinate with EVMWD, FMWC, SCE, Charter, Southern California Gas Company and Frontier for relocation and reconstruction of existing utility infrastructure. TKE attends weekly utility coordination meetings with the city and utility companies and attends field meetings to identify relocation requirements. TKE will continue coordination with all agencies/utilities having underground facilities in the project area requesting that they complete relocation design plans and coordinate the project construction schedule and relocation requirements. In addition, we will coordinate final relocation construction prior to project bidding. We will document all meetings and conferences with utilities and agencies.

Total budget increase for the services described above is $16,000.00.

TKE's current budget is $124,000. The total amount required for the added services described above is $58,000, therefore we are requesting our budget be amended to $182,000. We will invoice the City for the added services in accordance with our rate schedule and our invoice will not exceed the amount presented above without prior approval.

Again, thank you for the opportunity to provide professional engineering services for the City of Wildomar. If you have any questions, please contact me at (951) 680-0440.

Sincerely,

Terry Renner, P.E., P.L.S., Q.S.D.
Senior Vice President
TKE ENGINEERING, INC.

TASK ORDER AGREEMENT

FOR PROFESSIONAL ON-CALL CONSULTANT SERVICES

BUNDY CANYON ROAD IMPROVEMENTS, SEGMENT 2
Right of way Acquisition

This PROJECT AGREEMENT is made this 14th day of January, 2026, 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 Exhibits "A", "B", "C", and "D".

2. **PRICE.** The services shall be provided for a not to exceed price of $137,100.00 attached hereto as Exhibit "A", "B", "C", and "D".

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 and approved by the Wildomar City Council on June 8,2022.

5. **SPECIAL PROVISIONS.** The terms and conditions attached hereto as "SPECIAL PROVISIONS", if any, are included as part of this TASK ORDER AGREEMENT.

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

Dated: _____, 2026		Dated: _____, 2026
CITY OF WILDOMAR, a municipal corporation By_____ Signature _____ Name and Title		CONSULTANT By_____ Signature _____ Name and Title

EXHIBIT A

November 25, 2025

Jason Farag, PE
Director of Public Works/City Engineer
City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

Re: Budget for Contract Amendment – Temporary Rights
Bundy Canyon Road – Segment 2 (Project)

Dear Mr. Farag,

It is our understanding the project schedule for Bundy Canyon – Segment 2 has been extended and may not be completed until end of 2027 or early 2028. Interwest obtained temporary construction easements and rights of entry for access to support construction. However, most of the temporary rights obtained will expire well before the anticipated completion of construction. Interwest was asked to prepare a scope and cost to obtain and/or extend temporary rights (where applicable).

There is a total of 18 parcels that will require new temporary rights – see parcel schedule attached. Per your request, please find the proposed scope of work and Fee Proposal in the following pages to complete the work necessary to obtain the needed temporary rights, along with any other miscellaneous right of way needs.

Thank you for the opportunity to continue working with the City to complete the Project. Should you have any questions regarding the scope of work provided or need additional information, please give Jeremy Miller, Project Manager, a call at (949)370-9035 or by email at jmiller@interwestgrp.com.

We look forward to completion of the Project.

Sincerely,

Marcella Jorgensen

Marcella Jorgensen
Director of Real Estate Services

SCOPE OF WORK

1) Obtain new temporary construction easements and/or rights of entry for approximately 18 parcels.
2) Process signed documents and submit to City for payment.
3) Prepare and send extension letters and payments for parcels subject to extensions only
4) Record new TCEs obtained with the County of Riverside Recorders Office.
5) Participate in bi-weekly PDT meetings with project team.
6) Prepare ROW status report and provide to City.
7) Obtain additional Permanent Easement for PID 35 (APN 366-320-044), if needed. Will be determined by Parsons.

FEE SCHEDULE

Job Title	HOURS	HOURLY RATE	TOTAL
Project Manager	60	$150	$9,000
Sr. Acquisition Agent	90	$135	$12,150
		LABOR COST	**$ 21,150**

OTHER DIRECT COSTS (ODCs)			
Mileage, Postage, FedEx			$350
		ODCs COST	**$350**

TOTAL RIGHT OF WAY SERVICES COST (Amendment)	**Rounded**	**$ 21,500**

Optional Services

Assumptions
If any additional land rights beyond this scope are required, the City and Interwest will determine the additional services required and amend this scope accordingly.

Temporary Rights Needed

Parcels with Expired TCEs or ROEs - Bundy Canyon Road			
PID	Property Owner	APN	ROW Required
34	[redacted]	367-250-017	TCE
35		366-320-044	TCE
36		367-250-016	TCE
39		367-250-007	TCE (Extension Letter)
40		367-250-015	ROE
43		367-270-023	ROE
44		367-250-015	ROE
45		366-320-050	TCE
48		366-320-052	TCE (Extension Letter)
49		366-320-049	TCE
52		366-320-041	TCE
57		362-211-003	ROE
58		362-211-004	ROE
59		362-211-005	ROE
60		362-211-030	ROE
61		362-211-023	ROE
62		362-211-023	ROE
64		362-211-030	ROE
65		362-090-025	TCE
68		362-090-004	TCE

EXHIBIT B

TASK ORDER AGREEMENT

FOR PROFESSIONAL ON-CALL CONSULTANT SERVICES

BUNDY CANYON ROAD IMPEOVEMENTS, SEGMENT 2
Right of way Acquisition

This PROJECT AGREEMENT is made this 9th day of August, 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 for a not to exceed price of $9,450.00 attached hereto as Exhibit "A"

.

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 and approved by the Wildomar City Council on June 8,2022.

5. **SPECIAL PROVISIONS.** The terms and conditions attached hereto as "SPECIAL PROVISIONS", if any, are included as part of this TASK ORDER AGREEMENT.

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

Dated: Aug 24, 2023, 2023		Dated: August 11, 2023 Interwest Consulting Group Inc.
CITY OF WILDOMAR, a municipal corporation By Daniel A. Yorke Signature Jason Farag, Public Works Director Name and Title		CONSULTANT By Paul Meschino Signature Paul Meschino, President Name and Title

February 27, 2023

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

Re: Bundy Canyon Road (Segment 2) – Right of Way Services

Dear Mr. Repke,

It is our understanding that the City of Wildomar is moving forward with the Bundy Canyon Road Project, Segment 2, which was previously on hold. To complete the Right of Way necessary for Segment 2, right of way acquisition is required consisting of fee acquisition, permanent roadway easements, slope and drainage easements, temporary construction easements, and rights of entry. A schedule of the parcels and right of way required are attached.

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

Thank you for the opportunity to submit our proposal to the City. Should you have any questions or need additional information, please do not hesitate to contact me at (949) 291-6793 or email at mjorgensen@interwestgrp.com, or Jeremy Miller at (949)370-9035 or via email at jmiller@interwestgrp.com.

Sincerely,

Marcella 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 subject to permanent acquisitions. 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 -SEE ACQUISITION FEE PER PARCEL ATTACHED

Job Title	HOURS	HOURLY RATE	TOTAL
Project Manager	65	$150	$9,750
Sr. Acquisition Agent	185	$135	$24,975
Escrow Coordinator	40	$92	$3,680
		LABOR COST	**$ 38,405**

OTHER DIRECT COSTS (ODCs)		
Mileage, Postage, FedEx		$745
	ODCs COST	**$745**

FLAT RATE FEES		
R.P. Laurain & Associates (Appraisals for 5 parcels -$4,200/each)		$21,000
Waiver Valuations (Valuations for 11 TCEs - $750/each)		$8,250
Commonwealth Title Company (8 prelim. title reports $650/each)		$5,200
	FLAT RATE COSTS	**$ 34,450**

TOTAL RIGHT OF WAY SERVICES COST	Rounded	$ 73,600

Optional Services

TASK	HOURLY RATE
Condemnation Support (BILLED HOURLY AS NEEDED)	$150
Appraisal Updates (if design changes required following appraisal completion)	$1,000/each

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 City's Design Engineer will provide updated legal descriptions and plats maps, if required. 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.

Parcels with Permanent Rights Required

Parcel ID	Property Owner	APN	ROW Required	ROW Labor Cost
PID-42	Western Riverside County RCA	367-320-045	Fee Acq.	$3,380
PID-46		366-320-012	Fee Acq.	
PID-53		366-320-008	Fee Acq.	
PID-55		366-310-006	Fee Acq.	
PID-32	Bundy Canyon 38	366-320-048	Slope Easement	$3,375
			TCE	
PID-33		366-320-028	Slope Easement	
			TCE	
PID-39	23263 Bundy Canyon Road LLC	367-250-007	Road Easement	$3,375
			Slope Easement	
			TCE	
PID-47	John Chung Hwe Park	366-320-006	Road Easement	$3,700
			Slope Easement	
			TCE	

Parcels with Temporary Rights Required (TCEs and ROEs)

Parcel ID	Property Owner	APN	ROW Required	ROW Labor Cost
PID-34	Ebrahim Talebi Trust (New Owner)	367-250-017	TCE	$1,325
PID-35	Jack and Claudia La Greca	366-320-051	TCE	$1,325
PID-36	Dennis and Louse Wolfe	367-250-016	TCE	$1,325
PID-41	Walker Trust (Bundy Christian School)	367-250-018	ROE	$1,250
PID-43	Casa De Adoracion Y Gloria	367-270-021	ROE	$1,250
PID-44	Bundy Christian School	367-270-030	ROE	$1,250
PID-45	Mark and Nida Smith	366-320-050	TCE	$1,325
PID-48	Leonardo Beltran (New Owner)	366-320-052	TCE	$1,325
PID-49	Marsha Cook	366-320-049	TCE	$1,325
PID-51	County of Riverside EDA (Ortega Trail)	366-320-046	TCE	$1,325
PID-52	Jodi Spoon Sadlon (New owner)	366-320-041	TCE	$1,325
PID-57	Michael & Shannon Balchak (New owner)	362-211-003	TCE	$1,325
PID-58	Albert Lopez	362-211-004	ROE	$1,250
PID-59	Deanna Kunz	362-211-005	ROE	$1,250
PID-60	The Farm HOA	362-211-029	ROE	$1,250
PID-61	Miguel Angel Alvarado (New Owner)	362-211-023	TCE	$1,325
PID-62	Claudia Salzer & Guy Wiltshire	362-211-024	ROE	$1,250
PID-64	The Farm HOA	362-211-030	ROE	$1,250
PID-65	Norman Busch	362-090-025	TCE	$1,325

EXHIBIT C

TASK ORDER AGREEMENT

FOR PROFESSIONAL ON-CALL CONSULTANT SERVICES

BUNDY CANYON ROAD IMPEOVEMENTS, SEGMENT 2
Right of way Acquisition

This PROJECT AGREEMENT is made this 9th day of August, 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 for a not to exceed price of $9,450.00 attached hereto as Exhibit "A"

.

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 and approved by the Wildomar City Council on June 8,2022.

5. **SPECIAL PROVISIONS.** The terms and conditions attached hereto as "SPECIAL PROVISIONS", if any, are included as part of this TASK ORDER AGREEMENT.

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

Dated: Aug 24, 2023, 2023		Dated: August 11, 2023 Interwest Consulting Group Inc.
CITY OF WILDOMAR, a municipal corporation By Daniel A. Yorke Signature Jason Farag, Public Works Director Name and Title		CONSULTANT By Paul Meschino Signature Paul Meschino, President Name and Title

INTERWEST

July 18, 2023

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

Re: Bundy Canyon Road (Segment 2) – Right of Way Services – APN 362-090-004

Dear Mr. Repke,

Per our discussion, the City of Wildomar is proceeding with Bundy Canyon Road Widening Project-Segment 2. An additional parcel is being added to the scope of services for right of way services. To complete the Right of Way necessary for Segment 2, right of way acquisition is required. The City would like to accuire a roadway easement, slope easement, and temporary construction easement over APN 362-090-004.

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

Thank you for the opportunity to submit our proposal to the City. Should you have any questions or need additional information, please do not hesitate to contact Jeremy Miller at your earliest convenience at (949) 370-9035 or by email at jmiller@interwestgrp.com.

Sincerely,

Marcella Jorgensen

Marcella 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	6	$125	$750.00
Sr. Acquisition Agent	24	$120	$2,880.00
Escrow Coordinator	4	$80	$320.00
		LABOR COST	$ 3,950.00

OTHER DIRECT COSTS (ODCs)		
Mileage, Postage, FedEx		$150
	ODCs COST	$150

FLAT RATE FEES		
R.P. Laurain & Associates (Appraisal -$4,600 each)		$4,600.00
Commonwealth Title Company (Title Report - $750/each)		$750.00
	FLAT RATE COSTS	$ 5,350.00

TOTAL RIGHT OF WAY SERVICES COST	Rounded	$9,450.00

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 City's Design Engineer will provide updated legal descriptions and plats maps, if required. 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.

EXHIBIT D

May 17, 2024

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

Re: Budget for Contract Amendment
Bundy Canyon Road – Segment 2 (Project)

Dear Mr. Repke,

It is our understanding the Project budget is close to be depleted as of May 1, 2014 . As requested, we are providing an estimate of right of way services cost to complete the remaining right of way services for the Project, as well as provide support for the increase due to additional scope required. Both of these breakdowns are enclosed with this letter.

The total amount for amendment would be $28,500 pursuant to the Remaining Scope of Work and Fee Schedule provided herein. The total project budget is summarized as follows:

Description	Budget Amount
APN 362-090-004 (Ambient Pacific)	$9,450
Original Budget	$73,600

Thank you for the opportunity to continue working with the City to complete the Project. Should you have any questions regarding the scope of work provided or need additional information, please give Jeremy Miller, Project Manager, a call at (949)370-9035 or by email at jmiller@interwestgrp.com.

We look forward to completion of the Project.

Sincerely,

Marcella Jorgensen
Director of Real Estate Services

REMAINING SCOPE OF WORK

Parcel ID	(APN)	Remaining Work
PID 42, 46,53 55 (RCA and Rancon)	366-320-045 366-320-012 366-320-008 366-310-006	Update appraisal report, Prepare offer and PSA for Rancon purchase of mitigation property, Negotiations with Rancon, Escrow Services, Preparation of RCA agreement with legal,
PID 47 (Park)	366-320-006	Provide support to legal for condemnation. Additional TCE required for driveway modification. Requires appraisal, offer package, negotiations, RON, and legal support.
PID 56 (Ambient)	362-090-026	Negotiations and Escrow for ROW acquisition. If required, support legal and City with condemnation.
PID 48 (Beltran)	366-320-052	Negotiations for TCE, process check request and City signatures, Internal Escrow and Recording
PID 51 (County)	366-320-046	Negotiations for TCE, Process check request and City signatures, Internal escrow and recording
PID 45 (Storm)	366-320-043	Appraisal, Prepare offer package for TCE, Negotiations, Onsite meetings (if required),Process payment request and City signatures, Internal escrow process and recording.
PID 50 (EVMWD)	366-320-047	Prepare valuation, Offer Package, Negotiations, onsite meeting (if required), Process payment and City signatures, Internal escrow and recording process.
Misc	All APNs	Any miscellaneous or unforeseen work

FEE SCHEDULE

Job Title	HOURS	HOURLY RATE	TOTAL
Project Manager	65	$150	$9,750
Sr. Acquisition Agent	50	$135	$6,750
		LABOR COST	$ 16,500

OTHER DIRECT COSTS (ODCs)		
Mileage, Postage, FedEx		$745
	ODCs COST	$745

FLAT RATE FEES	
R.P. Laurain & Associates (Appraisals for Storm and Park ($4,200/each)	$8,400
R.P. Laurain & Associates (Appraisal update for RCA -$5,400/each)	$5,400
Waiver Valuations (EMWD - $750/each)	$750
Commonwealth Title Company (Storm - $750/each)	$750
FLAT RATE COSTS	$ 15,300

TOTAL RIGHT OF WAY SERVICES COST (Amendment)	Rounded	$ 32,550

Optional Services

Assumptions

If any additional land rights beyond this scope are required, the City and Interwest will determine the additional services required and amend this scope accordingly.

Additional Scope of Work from Original
(Support for Overage)

Parcel ID	(APN)	Additional Work Required Beyond Original Scope
PID 42, 46,53 55 (RCA)	366-320-045 366-320-012 366-320-008 366-310-006	RCA process for dedication of property scope differs from original scope of work for standard acquisition. Preparation of separate agreement and process, and coordination with Rancon Development regarding acquisition of mitigation property. Updated appraisal required per RCA – need to separate into three distict valuation areas.
PID 32/33 (Rancon)	366-320-053	Negotiations and acquisition of mitigation property for RCA dedication. Requires additional offer, agreement, negotiations, and escrow process.
PID 45 (Storm)	366-320-043	Additional parcel added and acquisition of Temporary Construction Easement. Requires valuation/appraisal, offer package, negotiations, and escrow and title process.
PID 50 (EMWD)	366-320-047	Additional Temporary Construction Easement needed. Requires valuation/appraisal, offer package, negotiations, and escrow process.

CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING
GENERAL BUSINESS
Agenda Staff Report # 3.6
Meeting Date: January 14, 2026

SUBJECT: Introduce and conduct the first reading of an Ordinance amending Business Registration and other provisions under Title 5 and the Municipal Code.

SUBMITTED BY: Robert Flores, Community Development Director

PREPARED BY: Robert Flores, Community Development Director

ACTION:
1. Determine that Ordinance No. _____, is exempt under the California Environmental Quality Act (CEQA) and CEQA Guidelines, pursuant to the common-sense exemption, Section 15061(b) (3) of the CEQA Guidelines, under the general rule making provision.

2. Introduce and conduct the first reading by title only, based on the necessary finding within, for an ordinance entitled:

ORDINANCE NO. ____
AN ORDINANCE OF THE WILDOMAR CITY COUNCIL AMENDING SECTION 1.04.120, VARIOUS PROVISIONS OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS), AND OTHER TITLES OF THE WILDOMAR MUNICIPAL CODE TO UPDATE THE CITY'S BUSINESS REGISTRATION AND REGULATORY FRAMEWORK AND CONFORM ASSOCIATED REFERENCES

3. Direct the City Clerk to schedule the second reading of the Ordinance at the next regular City Council meeting or as soon thereafter as feasible.

SUMMARY:
Consideration of amendments to the Municipal Code to amend Section 1.04.120 and various provisions of Title 5 (Business License and Regulations) and other Titles of Wildomar Municipal Code to update the City's business and regulatory framework, as summarized below:

1. Amend the definition of "Business License" under Section 1.04.120 to mean business registration;
2. Rename Title 5 to "Business Regulations".
3. Amend Chapter 5.68. of Title 5 to allow for business registration only under a *Business Registration Program*, rather than requiring both licensing and registration, and exempt vendors or other persons conducting a temporary business activity as part of an approved Temporary Event or Temporary Use Permit;
4. Establish appropriate Title 5 references to the City of Wildomar and associated City departments, divisions, and resources; and
5. Globally replace references to "Business License" with "Business Registration" within the Wildomar Municipal Code.

BACKGROUND:
Title 5 of the Wildomar Municipal Code establishes the City of Wildomar ("City") Business Registration and Licensing (BRL) Program under Chapter 5.68. Title 5 was established upon incorporation in 2008 with the adoption of Riverside County codes/ordinances. Chapter 5.68 has not been comprehensively updated since its original adoption, with only minor surgical updates in 2019.

Currently, the BRL Program requires both licensing and registration for business operating within the City.

DISCUSSION:
Since licensing is typically associated to taxing, this amendment proposes to revise the existing program to require business registration only and remove the requirement for a business license. Maintaining a business registration program ensures that businesses comply with necessary water quality requirements and allows for the maintenance of an active database that can be used to provide business development services and share business resources.

Business registration fees will remain the same at $75 for registration and $50 for renewals, as adopted in 2019 by Resolution No. 2019-71.

Business registration will not approve land uses or construction, nor does it ensure compliance with other local, state or federal laws. Compliance to other applicable laws will remain the responsibility of the business owner, and separate permits or licenses may be needed in addition to a business registration.

ENVIRONMENTAL ANALYSIS:
In accordance with the requirements of the California Environmental Quality Act (“CEQA”), Public Resources Code § 21000, et seq., and the CEQA Guidelines, Section § 15000, et seq., Ordinance No. [next in order] is exempt from further environmental review, based on the common sense exemption, CEQA Guideline Section 15061(b)(3), in that the amendments involve general policy and procedure making and it can be seen with certainty that there is no possibility that this code amendment and ordinance adoption may have a significant effect on the environment.

FISCAL IMPACT:
The fiscal impacts associated with the drafting, legal review, and implementation of this ordinance are covered by the Department’s Operating Budget of General Fund.

ATTACHMENTS:
Attachment A - Draft City Council Ordinance - Title 5 - January 2026 FINAL.docx
Exhibit A to Ordinance - Title 5 Amendments - January 2026 (Redline Version) FINAL.pdf

ORDINANCE NO. [Next in Order]

AN ORDINANCE OF THE WILDOMAR CITY COUNCIL AMENDING SECTION 1.04.120, VARIOUS PROVISIONS OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS), AND OTHER TITLES OF THE WILDOMAR MUNICIPAL CODE TO UPDATE THE CITY'S BUSINESS REGISTRATION AND REGULATORY FRAMEWORK AND CONFORM ASSOCIATED REFERENCES

The Wildomar City Council does ordain as follows:

SECTION 1. *Findings.* The City Council finds, determines and declares as follows:

A. California Constitution art XI, §7, confers the police power to cities, providing that "[a] county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws."

B. Government Code section 37101 authorizes cities to adopt ordinances and regulations not inconsistent with the laws of the state for the government and protection of the public health, safety, and welfare.

C. Title 5 of the Wildomar Municipal Code ("WMC") establishes the City's business registration and regulatory framework, including provisions governing registration requirements, fees, inspections, and enforcement.

D. The amendments adopted by this Ordinance clarify and update terminology within Chapter 5.68, including the use of "business registration" in place of "business license," while maintaining the City's existing revenue-neutral regulatory framework and enforcement authority.

SECTION 2: *Approval.*

A. The City Council hereby approves and adopts the amendments to Title 5 (Business Licenses and Regulations) of the WMC, including amendments to Chapter 5.68 (Business Registration and License Program), as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

B. The City Council approves and adopts an amendment to WMC Section 1.04.120 (Definitions), which modified to add a new definition as follows:

"Business license" shall mean a "business registration," as described in Title 5 of this code.

C. The City Council approves and adopts global amendments to the WMC to

DRAFT

replace references to “business license” with “business registration,” except for WMC Title 17.

SECTION 3: *Environmental Assessment.* This Ordinance is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000 et seq.) and the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et seq.) pursuant to the common-sense exemption, CEQA Guidelines section 15061(b)(3), in that the amendments involve general policy and procedural clarifications and it can be seen with certainty that there is no possibility that adoption of this Ordinance may have a significant effect on the environment.

SECTION 4: *Construction.* This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council’s intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 5: *Summaries of Information*. All summaries of information in the findings herein are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 6: *Severability.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, this Ordinance’s provisions are severable.

SECTION 7: *Recordation*. The City Clerk, or designee, is directed to certify the passage and adoption of this Ordinance; case it to be entered into the City’s book of original ordinances; make a note of the passage and adoption of this Ordinance and cause it to be published or posted in accordance with California law.

SECTION 8: *Effective Date***.** This Ordinance will become effective 30 days after second reading and adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

_____
Carlos Marquez, Mayor

ATTEST:

_____
Janet Morales, City Clerk

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APPROVED AS TO FORM:

_____
Thomas Jex, City Attorney

EXHIBIT
Exhibit A: Title 5 Amendments

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EXHIBIT "A"
TITLE 5 AMENDMENTS

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Title 5

BUSINESS ~~LICENSES AND~~ REGULATIONS

Chapter 5.04
BINGO

§ 5.04.010. Definitions.
§ 5.04.020. Authority.
§ 5.04.030. License required.
§ 5.04.040. Application for license.
§ 5.04.050. Term of license and fees.
§ 5.04.060. Application investigation.
§ 5.04.070. License not transferable.
§ 5.04.080. Limitations.
§ 5.04.090. Inspection.
§ 5.04.100. Denial of application, license suspension or revocation.
§ 5.04.110. Appeal.
§ 5.04.120. Violation—Penalties.
§ 5.04.130. Other remedies.

Chapter 5.08
CABLE, VIDEO AND TELECOMMUNICATIONS SERVICE PROVIDERS

Article I
General Provisions

§ 5.08.010. Title.
§ 5.08.020. Purpose and intent.
§ 5.08.030. Defined terms and phrases.
§ 5.08.040. Suspension and waiver of application fee deposits.

Article II
Cable Television Systems

§ 5.08.050. Authority and findings.
§ 5.08.060. Franchise terms and conditions.
§ 5.08.070. Franchise applications and renewal.
§ 5.08.080. Contents of cable television franchise agreements.
§ 5.08.090. Fee for support of local cable usage.
§ 5.08.100. Consumer protection and service standards.

Article III
Open Video Systems

§ 5.08.110. Applicability.
§ 5.08.120. Application required.
§ 5.08.130. Review of the application.
§ 5.08.140. Agreement required.

Article IV
Other Video and Telecommunications Services and Systems

§ 5.08.150. Other multichannel video programming distributors.
§ 5.08.160. Video providers—Registration—Customer service standards.

Article V
Definitions

§ 5.08.180. Defined terms and phrases.

Article VI
Violations—Severability

§ 5.08.190. Violations—Enforcement.

Chapter 5.12
VIDEO FRANCHISE FEES, CUSTOMER SERVICE AND OTHER VIDEO-RELATED MATTERS

§ 5.12.010. Regulation of video franchises and definitions.

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§ 5.12.020. State video franchise fees.
§ 5.12.030. Audit authority.
§ 5.12.040. Customer service and protection standards.
§ 5.12.050. Material breach of customer standards.
§ 5.12.060. Response to Notice of Breach.
§ 5.12.070. Request for Exemption from Breach.
§ 5.12.080. Penalties for customer service and protection standards violations.
§ 5.12.090. Appeal of penalties for customer service and protection standards violations.
§ 5.12.100. City response to state video franchise applications.
§ 5.12.110. PEG fees.

Chapter 5.16
CLOSING OUT AND RELOCATION SALES

§ 5.16.010. License required.
§ 5.16.020. License application.
§ 5.16.030. License fee.
§ 5.16.040. Inventory list required.
§ 5.16.050. Violation—Penalty.

Chapter 5.20
COMMERCIAL FILMING

§ 5.20.010. Purpose.
§ 5.20.020. Definitions.
§ 5.20.030. Permit requirement.
§ 5.20.040. Exemptions/waivers.
§ 5.20.050. Use of facilities.
§ 5.20.060. Liability provisions.
§ 5.20.070. Department of Economic and Community Development—Duties.
§ 5.20.080. Rules, regulations and fees.
§ 5.20.090. Violations of permit—Cancellation.

Chapter 5.24
DANCE HALLS, DANCE CLUBS AND PUBLIC DANCES

§ 5.24.010. Permit required.
§ 5.24.020. Permit issuance.
§ 5.24.030. License fee.
§ 5.24.040. Permit denial—Appeal.
§ 5.24.050. City Council—Responsibilities.
§ 5.24.060. Definitions.
§ 5.24.070. Exemptions.
§ 5.24.080. Minors.
§ 5.24.090. Hours of dance restricted.
§ 5.24.100. Illumination of dance hall.
§ 5.24.110. Intoxicated persons not permitted.
§ 5.24.120. Dance instructors—Restrictions.
§ 5.24.130. Paid dancing partners unlawful.
§ 5.24.140. Promulgation of rules and regulations—Chief of Police authority.
§ 5.24.150. Security personnel.
§ 5.24.160. Chapter provisions optional when.
§ 5.24.170. Violation—Penalty.

Chapter 5.28
FORTUNETELLING AND SIMILAR ACTIVITIES

§ 5.28.010. Findings.
§ 5.28.020. Definitions.
§ 5.28.030. License requirement.
§ 5.28.040. Exemptions from license requirement.
§ 5.28.050. Land use and building and safety requirements.
§ 5.28.060. License application, fees and other requirements.

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§ 5.28.070. Investigation.
§ 5.28.080. Term of license and renewal.
§ 5.28.090. Denial of license application.
§ 5.28.100. Suspension and revocation of license.
§ 5.28.110. Appeals from suspensions and revocations of licenses and denials of license applications.
§ 5.28.120. Notification of changes.
§ 5.28.130. Display of license.
§ 5.28.140. Hours permitted.
§ 5.28.150. Records.
§ 5.28.160. Inspections.
§ 5.28.170. Adjustments of fees.
§ 5.28.180. Violations—Penalties.
§ 5.28.190. Other remedies.

Chapter 5.32
GARAGE SALES

§ 5.32.010. Garage sale defined.
§ 5.32.020. Unauthorized sales prohibited.
§ 5.32.030. Exemptions.
§ 5.32.040. Frequency and time of sales limited.
§ 5.32.050. Display.
§ 5.32.060. Signs.
§ 5.32.070. Violation—Penalty.

Chapter 5.36
MASSAGE BUSINESSES

§ 5.36.010. Definitions.
§ 5.36.020. License required to conduct massage business.
§ 5.36.030. Exemptions.
§ 5.36.040. Massage business operating requirements.
§ 5.36.050. Application for massage business license and renewals.
§ 5.36.060. Grounds for denial, suspension or revocation of a license.
§ 5.36.070. Appeal.
§ 5.36.080. Inspection.
§ 5.36.090. Licenses not transferable.
§ 5.36.100. Violations—Penalties.
§ 5.36.110. Other remedies.

Chapter 5.40
SEX-ORIENTED BUSINESSES

§ 5.40.010. Findings.
§ 5.40.020. Intent.
§ 5.40.030. Definitions.
§ 5.40.040. Permit prerequisite—Application process.
§ 5.40.050. Permit approval—Standards.
§ 5.40.060. Permit requirements—Generally.
§ 5.40.070. Permit requirements—Motion picture arcades.
§ 5.40.080. Permit requirements—Live entertainment.
§ 5.40.090. Permit requirements—Effect of noncompliance.
§ 5.40.100. Permit duration.
§ 5.40.110. Permit renewal.
§ 5.40.120. Permit transferability.
§ 5.40.130. Permit revocation.
§ 5.40.140. Permit revocation procedure.
§ 5.40.150. Existing sex-oriented businesses.
§ 5.40.160. Violations—Misdemeanor/injunction.

Chapter 5.44
SURFACE MINING OPERATIONS

§ 5.44.010. Findings.

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§ 5.44.020. Exemptions.
§ 5.44.030. Permit required.
§ 5.44.040. Permit application.
§ 5.44.050. Mining plan—Contents.
§ 5.44.060. Reclamation—Contents.
§ 5.44.070. Public hearing—Decision—Appeals.
§ 5.44.080. Permit conditions.
§ 5.44.090. Financial assurances required.
§ 5.44.100. Violation—Notification—Penalty.
§ 5.44.110. Time limit.
§ 5.44.120. Vested rights.
§ 5.44.130. Modification to approved permit or plan.
§ 5.44.140. Idle mining operation—Interim management plan application requirements.
§ 5.44.150. Transfer of ownership.
§ 5.44.160. Violation—Penalty.

Chapter 5.48

TAXICABS AND NONEMERGENCY MEDICAL VAN SERVICES

§ 5.48.010. Purpose.
§ 5.48.020. Definitions.
§ 5.48.030. Permit required for taxicab service.
§ 5.48.040. Application for taxicab service permit.
§ 5.48.050. Vehicle inspection and certification by licensed mechanic.
§ 5.48.060. Vehicle service and maintenance records.
§ 5.48.070. Issuance of taxicab service permit.
§ 5.48.080. Grounds for denial or revocation of taxicab service permit.
§ 5.48.090. Permit fees—Transferability.
§ 5.48.100. Taxicab driver's permit.
§ 5.48.110. Application for a taxicab driver's permit.
§ 5.48.120. Grounds for denial or revocation of taxicab driver's permit.
§ 5.48.130. Issuance of taxicab driver's permit.
§ 5.48.140. Appeal procedures.
§ 5.48.150. Revocation of permit.
§ 5.48.160. Enforcement by Chief of Police.
§ 5.48.170. Exemptions.
§ 5.48.180. Time for compliance by existing taxicab services and taxicab drivers.
§ 5.48.190. Violation—Penalty.

Chapter 5.52

WEIGHING AND MEASURING DEVICES

Article I

Weights and Measures Registration

§ 5.52.010. Title.
§ 5.52.020. Purpose and authority.
§ 5.52.030. Definitions.
§ 5.52.040. Registration certificate required.
§ 5.52.050. Application and issuance of certificate.
§ 5.52.060. Term of certificate.
§ 5.52.070. Registration certificate fees.
§ 5.52.080. Nonpayment of fees—Penalty.
§ 5.52.090. Qualified certificate holders.
§ 5.52.100. Lost certificate.
§ 5.52.110. Transferability of certificate.
§ 5.52.120. Violations—Penalties.

Article II

Inspection and Testing

§ 5.52.130. Title.
§ 5.52.140. Purpose and authority.

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§ 5.52.150. Definitions.
§ 5.52.160. Fees.
§ 5.52.170. Fees for noncommercial devices.
§ 5.52.180. Fees for commercial devices when requested by owner/ user.
§ 5.52.190. Payment of fees and penalties.

Chapter 5.56
ALCOHOLIC BEVERAGES

§ 5.56.010. Sale or furnishing of alcoholic beverages at clothing optional resorts, campgrounds and facilities.

Chapter 5.60
CONSUMER PROTECTION BUSINESS PERMIT

§ 5.60.010. Title.
§ 5.60.020. Purpose and authority.
§ 5.60.030. Definitions.
§ 5.60.040. Permit required.
§ 5.60.050. Permit term.
§ 5.60.060. Permit not transferable.
§ 5.60.070. Permit fees.
§ 5.60.080. Lost permit.
§ 5.60.090. Violations—Penalties.

Chapter 5.64
LICENSURE OF TOBACCO RETAILERS

§ 5.64.010. Purpose and intent.
§ 5.64.020. Definitions.
§ 5.64.030. Tobacco license prerequisite—Application process.
§ 5.64.040. License issuance—Standards.
§ 5.64.050. Licenses nontransferable.
§ 5.64.060. Fees for license.
§ 5.64.070. Other requirements and prohibitions.
§ 5.64.080. License violation.
§ 5.64.090. Revocation of license.
§ 5.64.100. Enforcement.

Chapter 5.68
BUSINESS REGISTRATION ~~AND LICENSING~~ PROGRAM

§ 5.68.010. Statement of purpose and intent.
§ 5.68.020. Definitions.
§ 5.68.030. Business registration ~~and license~~ required.
§ 5.68.040. Exemption.
§ 5.68.050. Evidence of doing business.
§ 5.68.060. Application and issuance of business registration~~license~~.
§ 5.68.070. Renewal of business registration~~license~~.
§ 5.68.080. Nontransferable—Change of location or ownership, name of business.
§ 5.68.090. Duplicate registration~~license~~.
§ 5.68.100. Business registration fees.
§ 5.68.110. Contents of business registration~~license~~—Display required.
§ 5.68.120. ~~License i~~Inspectors.
§ 5.68.130. Water quality inspections and enforcement—Additional ~~license~~ fees.
§ 5.68.140. False statements.
§ 5.68.150. Unlawful business.
§ 5.68.160. Violation—Penalty.

Chapter 5.72
ROADSIDE VENDING

§ 5.72.010. Purpose, intent, and findings.
§ 5.72.020. Definitions.
§ 5.72.030. Prohibition.

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§ 5.72.040. Roadside vending from lawfully parked vehicle on residential streets.
§ 5.72.050. Compliance with other applicable law.
§ 5.72.060. Enforcement.
§ 5.72.070. Severability.
§ 5.72.080. Public nuisance declaration.
§ 5.72.090. Incorporation by reference.

Chapter 5.76

COMMERCIAL CANNABIS LICENSING

§ 5.76.010. Purpose and Intent.
§ 5.76.020. Relationship to other laws.
§ 5.76.030. Definitions.
§ 5.76.040. Local license in addition to business license or other permit.
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CHAPTER 5.04
BINGO

§ 5.04.010. Definitions.

Whenever in this chapter the following terms are used, they shall have the meanings respectively ascribed to them in this section.

"Bingo" means a game of chance in which prizes are awarded on the basis of designated numbers or symbols on a card which conform to numbers or symbols selected at random. The game may include cards having numbers or symbols which are concealed and preprinted in a manner providing for distribution of prizes. The winning cards shall not be known prior to the game by any person participating in the playing or operation of the bingo game. All such preprinted cards shall bear the legend, "for sale or use only in a bingo game authorized under California law and pursuant to local ordinance."

"City Manager" means the City Manager for the City of Wildomar or designee.

"Consumer Price Index" means the California Consumer Price Index for all Urban Consumers published by the Department of Industrial Relations.

"Minor" is any person under the age of 18 years.

"Qualified organization" is a mobilehome park association, a senior citizens organization, or an organization exempted from the payment of the bank and corporation tax by Sections 23701(a), 23701(b), 23701(d), 23701(e), 23701(f),23701(g) and 23701(l) of the Revenue and Taxation Code.
(Ord. 18 § 2, 2008, RCC § 5.04.010; Ord. 233 § 1, 2023; Ord. 246, 12/11/2024)

§ 5.04.020. Authority.

The authority for this chapter is contained in Section 19 of Article IV of the California Constitution and Section 326.5 of the Penal Code.
(Ord. 18 § 2, 2008, RCC § 5.04.020)

§ 5.04.030. License required.

A. It is unlawful for any organization to conduct any bingo games in the City unless such organization is a qualified organization and has been issued a license as provided in this chapter.

B. It is unlawful for any person to conduct any bingo games in the City unless such person is a member of a qualified organization acting on behalf of such qualified organization that has been issued a license as provided by this chapter.
(Ord. 18 § 2, 2008, RCC § 5.04.030)

§ 5.04.040. Application for license.

Applications for a license or renewal thereof shall be filed with the City Clerk and approved by the City Manager on forms prescribed by the City Manager and shall be signed under penalty of perjury. Such applications shall be filed:

A. Not less than 30 days prior to the proposed date of the bingo game or games;

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B. Not later than 30 days after obtaining written verification from the Planning Department that there is improved vehicular access to the premises wherein a bingo game is to be conducted and that such premises contain off-street vehicle parking facilities on the basis of not less than one parking space for each two seats; one seat is defined as an area of seven and one-half square feet; and

C. Not later than 30 days after obtaining written verification from the Building and Safety Department that the operation of such game or games is in compliance with Title 15 and Chapter 8.28.

(Ord. 18 § 2, 2008, RCC § 5.04.040; Ord. 233 § 1, 2023)

§ 5.04.050. Term of license and fees.

A. The term of a bingo license is 12 months and may be renewed for a period of 12 months any time with-in one year from its date of issuance, upon application therefor.

B. The fee for an initial bingo license shall be $50.00 and shall accompany the filing of the application. A license may be renewed upon the payment of a renewal fee of $50.00 which has been paid at least 30 days prior to the expiration of the term of the current license and provided the applicant is in good standing under the current license. When the renewal fee is not paid at least 30 days prior to expiration of the current license, an additional late fee of $25.00 shall be paid.

(Ord. 18 § 2, 2008, RCC § 5.04.050; Ord. 233 § 1, 2023)

§ 5.04.060. Application investigation.

A. Upon receipt of an application for a license, along with the appropriate fee, the City Manager shall investigate the truth of the matters set forth in the application and the character of the applicant and may examine the premises to be used for the bingo game or games.

B. The City Manager may make inquiries to any office or department of the City, and to any County, State of California, and federal agencies which the City Manager deems essential in order to carry out a proper investigation of applicant and the organization.

C. Upon approval of any application for a bingo license, the City Manager shall issue the license.

(Ord. 18 § 2, 2008, RCC § 5.04.060; Ord. 233 § 1, 2023)

§ 5.04.070. License not transferable.

Each license issued hereunder shall be issued to a specified qualified organization to conduct a bingo game at a specific location and shall in no event be transferable from one organization to another nor from one location to another.

(Ord. 18 § 2, 2008, RCC § 5.04.070)

§ 5.04.080. Limitations.

A. A qualified organization shall conduct a bingo game only on property owned or leased by it, or on property whose use is donated to such organization, and which property is used by such organization for an office or for the performance of the purposes for which the organization is organized. Nothing in this subsection shall be construed to require that the

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property owned or leased by, or whose use is donated to, the organization be used or leased exclusively by, or donated exclusively to, such organization.

B. No minors shall be allowed to participate in any bingo game.

C. All bingo games shall be open to the public, not just to the members of the qualified organization.

D. A bingo game shall be operated and staffed only by members of the qualified organization which organized it. Only the organization authorized to conduct a bingo game shall operate such game or participate in the promotion, supervision or any other phase of such game. Such organization shall have written policies incorporated in its constitution, articles, by-laws or other regulations setting forth the manner in which a person may become a member of the organization, and absent any such written policies, it shall be presumed that the organization has no members who may operate and staff a bingo game. This subsection does not preclude the employment of security personnel, who are not members of the qualified organization, at a bingo game by the organization conducting the game.

E. No person shall receive or pay a profit, wage, salary or percentage from any bingo game authorized by this chapter.

F. No individual, corporation, partnership or other legal entity except the organization authorized to conduct a game shall hold a financial interest in the conduct of such bingo game.

G. With respect to organizations exempt from payment of the bank and corporation tax by Section 23701(d) of the Revenue and Taxation Code, all profits derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Such profits shall be used only for charitable purposes, that is, for the purposes for which such organizations are organized pursuant to their articles of incorporation or for purposes clearly incidental thereto. With respect to other organizations authorized to conduct bingo games pursuant to the provisions of this chapter, all proceeds derived from a bingo game shall be kept in a special fund and account and shall not be commingled with any other fund or account. Such proceeds shall be distributed to organizations that are tax exempt under Section23701(d) of the Revenue and Taxation Code to be used for charitable purposes as above defined, except as follows:

1. Such proceeds may be used for prizes.

2. A portion of such proceeds, not to exceed 20% of the proceeds before the deduction for prizes, or $3,000.00 per month, whichever is less, may be used for rental of property, overhead, including the purchase of bingo equipment, administrative expenses, security equipment and security personnel. Beginning January 1, 2025, the $3,000.00 per month shall be increased annually by the annual average percentage in the Consumer Price Index for the preceding calendar year.

   The licensee shall keep full and complete accounting records supported by properly executed contracts, leases, receipts, and other related documents which pertain to all monies, or other forms of income, collected in connection with the conduct of any of its bingo games, disbursed for expenditures in connection therewith and remaining or distributed for charitable purposes. Such records shall be clearly identified and readily accessible. Officials of the City shall have the right to examine and audit such records

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at any reasonable time, and the licensee shall fully cooperate with such officials by making such records available. At the end of any month during which any bingo game is conducted, the licensee shall file with the City Manager a full and complete financial amount remaining or distributed for charitable purposes.

3. Such proceeds may be used to pay license fees.

H. No person shall be allowed to participate in a bingo game unless the person is physically present at the time and place in which the bingo game is being conducted.

I. The total value of prizes awarded during the conduct of any bingo games shall not exceed $500.00 in cash or kind, or both, for each separate game which is held.

(Ord. 18 § 2, 2008, RCC § 5.04.080; Ord. 233 § 1, 2023; Ord. 246, 12/11/2024)

§ 5.04.090. Inspection.

Any peace officer of the City shall have free access to any bingo game licensed under this chapter. The licensee shall have the bingo license, lists of approved staff and accounting documents relating to all monies collected, disbursed and distributed available to such peace officer for inspection at all times during any bingo game or during licensee's normal business hours.
(Ord. 18 § 2, 2008, RCC § 5.04.090)

§ 5.04.100. Denial of application, license suspension or revocation.

A. An application for a bingo license may be denied for any of the following findings:

1. That the applicant does not fulfill the specific requirements for such license as set forth in this chapter;

2. That the applicant, or any agent or representative thereof, has knowingly made any false, misleading or fraudulent statement of a material fact in the application or any document in connection therewith;

3. That the applicant, or any of its members, is not of good moral character. If the applicant has, or any of its members have, been convicted of any felony under the laws of this state or has been previously convicted of an offense under the laws of any other state of the United States which offense if committed in this state would have been punishable as a felony, it shall be presumed that the applicant is not of good moral character; or

4. That the applicant is unfit to conduct bingo games.

B. A bingo license may be suspended or revoked for any of the following findings:

1. That the licensee has, or any of its members have, violated any of the provisions of this chapter; or

2. That the bingo games will not comport with the public welfare for any reason or that the same have been conducted in an illegal, improper or disorderly manner, or in a manner substantially different from that described in the application, or for any reason for which the license application could have been denied.

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C. If, after an investigation, the City Manager determines that a bingo license should be suspended or revoked or that an application for such license be denied, they shall prepare a notice of suspension or revocation or denial of application setting forth the reasons for such suspension, revocation or denial. Such notice shall be served personally on the licensee or applicant, or sent by registered or certified mail, postage prepaid, return receipt requested to the licensee's or applicant's last address as provided in the application.

D. Any organization whose bingo license has been denied or revoked may not apply for a license to conduct any bingo games for a period of one year from the date notice of such denial or revocation was served on it, or if affirmed on appeal by the City Council as provided in Section 5.04.110, from the date of such affirmation; provided, however, if the reason for revocation is cancellation of the exemption granted under Sections 23701(a), 23701(b), 23701(d), 23701(e), 23701(f), 23701(g) and 23701(l) of the Revenue and Taxation Code, such organization may again apply for a bingo license upon proof of reinstatement of such exemption.

(Ord. 18 § 2, 2008, RCC § 5.04.100; Ord. 233 § 1, 2023)

§ 5.04.110. Appeal.

A. Any person who has had an application for a bingo license denied by the City Manager, or who has had a bingo license suspended or revoked by the City Manager may appeal the decision by filing with the City Clerk, within 15 days after the date of such decision, a written notice of appeal briefly setting forth the reasons why such denial, suspension or revocation is not proper. The Clerk shall give written notice of the time and place of the hearing to the appellant.

B. Such appeal shall be heard by the City Council which may affirm, amend or reverse the decision or take such other action as it deems appropriate. In conducting the hearing, the City Council shall not be limited by the technical rules of evidence.

(Ord. 18 § 2, 2008, RCC § 5.04.110; Ord. 233 § 1, 2023)

§ 5.04.120. Violation—Penalties.

A. Any person violating any of the provisions or failing to comply with any of the requirements of this chapter shall be guilty of a misdemeanor and upon conviction thereof, shall be punishable by a fine not to exceed $1,000.00 or by imprisonment for a period of not more than six months, or by both such fine and imprisonment.

B. Notwithstanding provisions of subsection A of this section, any violation of Section 5.04.080(E) shall be a misdemeanor, punishable by a fine not to exceed $10,000.00. Such fine shall be deposited in the general fund of the City.

C. All sanctions provided in this chapter shall be cumulative and not exclusive.

(Ord. 18 § 2, 2008, RCC § 5.04.120)

§ 5.04.130. Other remedies.

The provisions of Section 5.04.120 are to be construed as added remedies and not in conflict or derogation of any other actions or proceedings or remedies otherwise provided by law.

(Ord. 18 § 2, 2008, RCC § 5.04.130)

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CHAPTER 5.08
CABLE, VIDEO AND TELECOMMUNICATIONS SERVICE PROVIDERS

Article I
General Provisions

§ 5.08.010. Title.

This chapter is known and may be cited as the "Cable, Video, and Telecommunications Service Providers Ordinance" of the City of Wildomar.
(Ord. 18 § 2, 2008, RCC § 5.08.010)

§ 5.08.020. Purpose and intent.

A. The City Council finds and determines as follows:

1. The development of cable, video, and telecommunications services and systems may provide significant benefits for, and have substantial impacts upon, the residents of the City.

2. Because of the complex and rapidly changing technology associated with cable, video, and telecommunications services and systems, the public convenience, safety, and general welfare is best served by the City's exercise of its regulatory powers.

3. This chapter adopts provisions that authorize the City to regulate cable, video, and telecommunications service providers to the extent authorized by federal and state law, including, but not limited to, the Federal Cable Communications Policy Act of 1984, the Federal Cable Television Consumer Protection and Competition Act of 1992, the Federal Telecommunications Act of 1996, applicable regulations of the Federal Communications Commission, and applicable California statutes and regulations.

4. The cable, video, and telecommunications services that are addressed in this chapter include services provided by cable television systems, open video systems, master antenna television systems, satellite master antenna television systems, direct broadcast satellite systems, multichannel multipoint distribution systems, local multipoint distribution systems, and other providers of video programming, whatever their technology.

B. The purpose and intent of this chapter is to provide for the attainment of the following objectives:

1. To enable the City to discharge its public trust in a manner consistent with rapidly evolving federal and state regulatory policies, industry competition, and technological development;

2. To authorize and to manage reasonable access to the City's public rights-of-way and public property for cable, video, and telecommunications purposes on a competitively neutral and nondiscriminatory basis, and in a manner consistent with all applicable federal and state statutes and regulations;

3. To obtain fair and reasonable compensation for the City and its residents for

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authorizing the private use of the public rights-of-way and public property;

4. To promote competition in cable, video, and telecommunications services, minimize unnecessary local regulation of cable, video, and telecommunications service providers, and encourage the delivery of advanced and competitive cable, video, and telecommunications services on the broadest possible basis to local government and to the businesses, institutions, and residents of the City;

5. To establish new guidelines, standards, and time frames for the exercise of local authority with respect to the regulation of cable, video, and telecommunications service providers, which regulation will be implemented in a fair and equitable manner that preserves the rights of existing providers that have served City residents over a period of many years;

6. To encourage the deployment of advanced cable, video, and telecommunications infrastructure that satisfies local needs, delivers enhanced government services, and provides informed consumer choices in an evolving cable, video, and telecommunications marketplace;

7. To maintain and to enhance public, educational, and governmental programming opportunities that will enable the City to communicate with its residents and to provide them with alternate means of disseminating information.

(Ord. 18 § 2, 2008, RCC § 5.08.020)

§ 5.08.030. Defined terms and phrases.

Various terms and phrases used in this chapter are defined in Section 5.08.180 of this chapter.
(Ord. 18 § 2, 2008, RCC § 5.08.030)

§ 5.08.040. Suspension and waiver of application fee deposits.

A. With regard to any application fee deposit for an initial franchise, or for the renewal of a franchise, or for the transfer or change in control of a franchise that is authorized by this chapter, the City Clerk or designee may suspend or waive that application fee deposit in accordance with this section.

B. The City Clerk or designee, in consultation with the City Attorney, may, upon good cause shown by an applicant or a franchisee, waive or suspend the imposition of an application fee deposit.

(Ord. 18 § 2, 2008, RCC § 5.08.040)

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Article II
Cable Television Systems

§ 5.08.050. Authority and findings.

A. In accordance with applicable federal and state law, the City is authorized to grant nonexclusive franchises to construct, reconstruct, operate, and maintain cable television systems within the City.

B. The City Council finds that the development of cable television and related telecommunications services may provide significant benefits for, and substantial impacts upon, the residents of the City. Because of the complex and rapidly changing technology associated with cable television, the City Council further finds that the public convenience, safety, and general welfare can best be served by the exercise of the City's regulatory powers. This article is intended to specify the means for providing to the public the best possible cable television services, and every franchise issued in accordance with this article is intended to achieve this primary objective. It is the further intent of this article to establish regulatory provisions that will enable the City to regulate cable television services to the maximum extent authorized by federal and state law.

(Ord. 18 § 2, 2008, RCC § 5.08.050)

§ 5.08.060. Franchise terms and conditions.

A. Franchise Purposes. A franchise granted by the City under the provisions of this article may authorize the grantee to do the following:

1. To engage in the business of providing cable television services that are authorized by law and that the grantee elects to provide to its subscribers within the designated franchise service area;

2. To erect, install, construct, repair, rebuild, reconstruct, replace, maintain, and retain, cable lines, related electronic equipment, supporting structures, appurtenances, and other property in connection with the operation of the cable system in, on, over, under, upon, along and across streets and public rights-of-way within the designated franchise service area, in accordance with all applicable ordinances and regulations;

3. To maintain and operate the franchise properties for the origination, reception, transmission, amplification, and distribution of television and radio signals, and for the delivery of cable services that are authorized by law.

B. Franchise Required. It is unlawful for any person to construct, install, or operate a cable television system within any street or public way in the City without first obtaining a franchise under the provisions of this article; provided, however, that any cable operator authorized to provide cable service under a nonexclusive license previously issued pursuant to Riverside County Ordinance 503.10 may continue to exercise that authority until expiration or termination of that nonexclusive license, but nothing will preclude a licensed cable operator from surrendering that nonexclusive license at any time in exchange for a cable television franchise issued in accordance with and subject to this chapter.

C. Term of the Franchise.

1. A franchise granted under this article will be for the term specified in the franchise

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agreement, not to exceed 15 years, commencing upon the effective date of approval by the City Council.

2. A franchise granted under this article may be renewed upon application by the grantee in accordance with the then-applicable provisions of state and federal law and this article.

D. Franchise Service Area. A franchise is effective within that geographic area of the City in which the grantee is authorized to construct, install, or operate a cable television system, which geographic area is specifically designated in a franchise agreement with the City.

E. Federal or State Jurisdiction. This article will be construed in a manner consistent with all applicable federal and state laws, and it applies to all franchises granted after the effective date of the ordinance codified in this chapter, to the extent authorized by applicable law.

F. Franchise Nontransferable.

1. Grantee may not sell, transfer, lease, assign, sublet, or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation, or otherwise, the franchise or any of the rights or privileges therein granted, without the prior written consent of the City Council, which consent may not be unreasonably denied or delayed. Any attempt to sell, transfer, lease, assign, or otherwise dispose of the franchise without the written consent of the City Council is null and void. The granting of a security interest in any assets of the grantee, or any mortgage or other hypothecation, will not be deemed a transfer for the purposes of this subsection.

2. The requirements of subsection (F)(1) of this section apply to any change in control of grantee. The word "control" as used herein is not limited to the ownership of major stockholder or partnership interests, but includes actual working control in whatever manner exercised. If grantee is a partnership or a corporation, prior authorization of the City Council is required where ownership or control of 25% or more of the partnership interests or of the voting stock of grantee, or any company in the tier of companies controlling the grantee, whether directly or indirectly, is acquired by a person or a group of persons acting in concert, none of whom, individually or collectively, owns or controls those partnership interests or that voting stock of the grantee, or grantee's upper tier of controlling companies, as of the effective date of the franchise.

3. Unless precluded by federal law, grantee must give prior written notice to the City of any proposed foreclosure or judicial sale of all or a substantial part of the grantee's franchise property. That notification will be considered by the City as notice that a change in control of ownership of the franchise will take place, and the provisions of this subsection that require the prior written consent of the City Council to that change in control of ownership will apply.

4. For the purpose of determining whether it will consent to an acquisition, transfer, or change in control, the City may inquire about the qualifications of the prospective transferee or controlling party, and grantee must assist the City in that inquiry. In seeking the City's consent to any change of ownership or control, grantee or the proposed transferee, or both, must complete Federal Communications Commission Form 394 or its equivalent. This application must be submitted to the City not less than 120 days prior to the proposed date of transfer. The transferee must establish that

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it possesses the legal, financial, and technical capability to remedy all then-existing defaults and deficiencies, and, during the remaining term of the franchise, to operate and maintain the cable system and to comply with all franchise requirements. If the legal, financial, and technical qualifications of the proposed transferee are determined to be satisfactory, then the City will consent to the transfer of the franchise.

5. Any financial institution holding a pledge of grantee's assets to secure the advance of money for the construction or operation of the franchise property has the right to notify the City that it, or a designee satisfactory to the City, will take control of and operate the cable television system upon grantee's default in its financial obligations. Further, that financial institution must also submit a plan for such operation within 90 days after assuming control. The plan must insure continued service and compliance with all franchise requirements during the period that the financial institution will exercise control over the system. The financial institution may not exercise control over the system for a period exceeding one year unless authorized by the City, in its sole discretion, and during that period it will have the right to petition the City to transfer the franchise to another grantee.

6. Unless prohibited by applicable law, grantee must reimburse the City for the City's reasonable review and processing expenses incurred in connection with any transfer or change in control of the franchise. These expenses may include, without limitation, costs of administrative review, financial, legal, and technical evaluation of the proposed transferee, consultants (including technical and legal experts and all costs incurred by these experts), notice and publication costs, and document preparation expenses. The total amount of these reimbursable expenses may be subject to maximum limits that are specified in the franchise agreement between the City and grantee. No reimbursement may be offset against any franchise fee payable to the City during the term of the franchise.

G. Geographical Coverage.

1. Unless otherwise provided in the franchise agreement, grantee must design, construct, and maintain the cable television system to have the capability to pass every dwelling unit and commercial building in the franchise service area, subject to any service-area line extension requirements or territorial restrictions set forth in the franchise agreement.

2. After service has been established by activating trunk or distribution cables for any service area, grantee must provide standard installations to any requesting subscriber within that activated part of the service area within seven days from the date of request, or such longer time as may be requested by the subscriber, provided that the grantee is able to secure on reasonable terms and conditions all rights-of-way and permits necessary to extend service to that subscriber within that period. Standard installations are defined as installations that are located up to 150 feet from the existing distribution system and do not require trenching to serve.

H. Nonexclusive Franchise. Every franchise granted is nonexclusive. The City specifically reserves the right to grant, at any time, such additional franchises for a cable television system that it deems appropriate, subject to applicable state and federal law. If an additional franchise within a designated franchise service area that is then served by an incumbent cable operator is proposed to be granted to a subsequent grantee, a noticed public hearing

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must first be held if required by the provisions of Government Code Section 53066.3.

I. Multiple Franchises.

1. The City may grant any number of franchises, subject to applicable state and federal law. The City may limit the number of franchises granted, based upon, but not necessarily limited to, the requirements of applicable law and the following specific local considerations:

a. The capacity of the public rights-of-way to accommodate multiple cables in addition to the cables, conduits, and pipes of the existing utility systems, such as electrical power, telephone, gas, and sewerage;

b. The benefits that may accrue to subscribers as a result of cable system competition, such as lower rates and improved service;

c. The disadvantages that may result from cable system competition, such as the requirement for multiple pedestals on residents' property, and the disruption arising from numerous excavations within the public rights-of-way.

2. The City may require that any new grantee be responsible for its own underground trenching and the associated costs if, in the City's opinion, the rights-of-way in any particular area cannot reasonably accommodate additional cables.

(Ord. 18 § 2, 2008, RCC § 5.08.060)

§ 5.08.070. Franchise applications and renewal.

A. Filing of Applications. Any person desiring an initial franchise for a cable television system must file an application with the City. An application fee deposit in an amount of $15,000.00 must accompany the application. That application fee deposit will be in an amount that is estimated to cover all anticipated costs associated with reviewing and processing the application, including without limitation costs of administrative review, financial, legal, and technical evaluation of the applicant, consultants (including technical and legal experts and all costs reasonably incurred by those experts), notice and publication requirements, and document preparation expenses. If actual costs exceed the application fee deposit, the applicant must pay the difference to the City within 30 days following receipt of an itemized statement of those costs. If actual costs are less than the application fee deposit, the remaining balance will be refunded to the applicant.

B. Applications—Contents. An application for an initial franchise for a cable television system must contain, as applicable:

1. A detailed plan that describes the proposed franchise service area and an explanation whether this proposed service area is, or will be, part of a larger regional cluster of franchise service areas;

2. A resume of the applicant's prior history, including the applicant's experience and expertise in the cable television industry;

3. A list of the partners, general and limited, of the applicant, if a partnership, or the percentage of stock owned or controlled by each stockholder, if a closely held corporation. If the applicant is a publicly owned partnership or corporation, each owner of 10% or more of the partnership interests, or of the issued and outstanding

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capital stock, must be identified. If the applicant is a limited liability company, the following information must be provided: the address of its principal executive office; the name and business or residence address of each member and of each holder of an economic interest in the limited liability company, together with the contribution and the share in profits and losses of each member and holder of an economic interest; the name and business or residence address of any manager or managers and the chief executive officer, if any, appointed or elected in accordance with the articles of organization or operating agreement;

4. A list of officers, directors, and managing employees of the applicant, and a description of the background and qualifications of each such person;

5. A statement specifying the number of people employed by the applicant, whether on a full-time or part-time basis;

6. The names and addresses of any parent or subsidiary of the applicant, or any other business entity owning or controlling applicant in whole or in part, or that is owned or controlled in whole or in part by the applicant;

7. Financial statements prepared in accordance with generally accepted accounting principles that demonstrate the applicant's financial ability to:

   a. Construct, operate, maintain and remove any new physical plant that is proposed to be constructed in the City,

   b. Comply with the City's public, educational, and governmental access requirements,

   c. Comply with the City's requirement that franchise fees be paid on the applicant's gross revenues derived from the operation of the cable system to provide cable services;

8. An accurate map showing the location of any existing telecommunications facilities in the City that the applicant intends to use, to purchase, or to lease;

9. A description of the cable services and any other services that will be offered by the applicant using existing or proposed facilities;

10. The proposed construction and service schedule, the proposed rate structure for cable services, and the proposed commitment to provide public, educational, and governmental access capacity, services, facilities, and equipment;

11. Any additional information that the City deems to be reasonably necessary to evaluate the applicant's qualifications.

C. Franchise Approval. A public hearing will be noticed prior to any initial franchise grant, at a time and date approved by the City Council. Within 30 days after the close of the hearing, the City Council will make a decision, based upon the documents and testimony received at the hearing, whether the franchise should be granted, and, if granted, subject to what conditions. The City Council may grant one or more franchises, or may decline to grant any franchise.

D. Franchise Renewal. Franchise renewals will be processed in accordance with then-

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applicable law and with the renewal terms, if any, of the franchise agreement. The City and grantee, by mutual consent, may enter into renewal negotiations at any time during the term of the franchise. Unless prohibited by applicable law, a renewal application fee deposit in an amount of $10,000.00 must accompany the renewal application or the renewal request. That renewal application fee deposit will be in an amount that is estimated to cover all anticipated costs associated with reviewing and processing the renewal application, including the review of grantee's prior compliance with the franchise, the ascertainment of the community's cable-related needs and interests, the engagement of technical and legal consultants, and expenses related to negotiations and document preparation. If actual costs exceed the renewal application fee deposit, grantee must pay the difference to the City within 30 days following receipt of an itemized statement of those costs. If actual costs are less than the renewal application fee deposit, the remaining balance will be refunded to grantee. No renewal application fee may be offset against any franchise fee payable to the City during the term of the franchise. The renewal of a cable television franchise agreement is subject to approval by the City Council.

(Ord. 18 § 2, 2008, RCC § 5.08.070)

§ 5.08.080. Contents of cable television franchise agreements.

A. The provisions of a franchise agreement for the operation of a cable television system may relate to or include, without limitation, the following subject matters:

1. The geographical area, duration, and nonexclusive nature of the franchise;

2. The applicable franchise fee to be paid to the City, including the percentage amount, the method of computation, and the time for payment;

3. Requirements relating to compliance with and implementation of state and federal laws and regulations pertaining to the operation of the cable television system;

4. Requirements relating to the construction, upgrade, or rebuild of the cable television system, as well as the provision of special services, such as outlets for public buildings, emergency alert capability, and parental control devices;

5. Requirements relating to the maintenance of a performance bond, a security fund, a letter of credit, or similar assurances to secure the performance of grantee's obligations under the franchise agreement;

6. Requirements relating to comprehensive liability insurance, workers' compensation insurance, and indemnification;

7. Requirements relating to consumer protection and customer service standards, which requirements may include, without limitation, compliance with the statutes, rules and regulations set forth below in Section 5.08.100 of this chapter;

8. Requirements relating to the grantee's support of local cable usage, including the provision of public, educational, and governmental access channels, the coverage of public meetings and special events, and financial support for the required access channel facilities and activities that is consistent with Section 5.08.090 of this chapter;

9. Requirements relating to the grantee's obligation to provide an institutional network, and channel capacity on that institutional network for educational or governmental

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use, subject to the City's rules and procedures for the use of such channel capacity and for compatibility with any telecommunications network that has been or may be developed by the City;

10. Requirements relating to construction, operation, and maintenance of the cable television system within the City's streets and public rights-of-way, including compliance with all applicable building codes and permit requirements of the City, the abandonment, removal, or relocation of facilities, and compliance with FCC technical standards;

11. Requirements relating to recordkeeping, accounting procedures, reporting, periodic audits, performance reviews, the inspection of grantee's books and records, and reimbursement for technical audits and franchise fee audits under specified circumstances;

12. Acts or omissions constituting material breaches of or defaults under the franchise agreement, and the applicable penalties or remedies for such breaches or defaults, including fines, penalties, liquidated damages, suspension, revocation, and termination;

13. Requirements relating to the sale, assignment, or other transfer or change in control of the franchise;

14. Grantee's obligation to maintain continuity of service and to authorize, under certain specified circumstances, the City's operation and management of the cable system;

15. Such additional requirements, conditions, policies, and procedures as may be mutually agreed upon by the parties to the franchise agreement and that will, in the judgment of City staff and the City Council, best serve the public interest and protect the public health, welfare, and safety.

B. If there is any conflict or inconsistency between the provisions of a franchise agreement authorized by the City Council and provisions of this article, the provisions of the franchise agreement will control.

(Ord. 18 § 2, 2008, RCC § 5.08.080)

§ 5.08.090. Fee for support of local cable usage.

A fee paid to the City is established for the support of public, educational, and governmental access facilities and activities within the City. Unless a higher percentage is authorized by applicable state or federal law, this fee shall not exceed one percent of a grantee's gross revenues, as the term "gross revenues" is defined in the grantee's franchise agreement or in applicable provisions of state or federal law.

(Ord. 18 § 2, 2008, RCC § 5.08.090)

§ 5.08.100. Consumer protection and service standards.

A. Operational Standards.

1. Grantee must maintain the necessary facilities, equipment, and personnel to comply with the following consumer protection and service standards under normal operating conditions:

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a. Sufficient toll-free telephone line capacity during normal business hours to ensure that telephone calls are answered promptly. Telephone answer time by a customer service representative, including wait time, may not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time must not exceed 30 seconds;

b. A caller must receive a busy signal less than three percent of the time, measured quarterly;

c. Emergency toll-free telephone line capacity on a 24-hour basis, including weekends and holidays. After normal business hours, the telephone calls may be answered by a service or an automated response system, including an answering machine. Calls received after normal business hours must be responded to by a trained company representative on the next business day;

d. A conveniently located local business and service or payment office open during normal business hours at least eight hours daily on weekdays, and at least four hours weekly on evenings or weekends, and adequately staffed with trained customer service representatives to accept subscriber payments and to respond to service requests, inquiries, and complaints;

e. An emergency system maintenance and repair staff, capable of responding to and repairing major system malfunctions on a 24-hour per day basis;

f. A trained installation staff must provide service to any subscriber requiring a standard installation within seven days after receipt of a request, or such longer time as may be requested by the subscriber, in all areas where trunk and feeder cable have been activated;

g. Grantee must schedule, within a specified four-hour time period, Monday through Saturday (legal holidays excluded), all appointments with subscribers for installation of service, service calls, and other activities at the subscriber's location. Grantee may schedule installation and service calls outside of normal business hours for the convenience of the subscriber. Grantee may not cancel an appointment with a subscriber after the close of business on the business day prior to the scheduled appointment. If a grantee representative is delayed in keeping an appointment with a subscriber and will not be able to honor the scheduled appointment, the subscriber must be contacted prior to the time of the scheduled appointment, and the appointment must be rescheduled, as necessary, at a time that is convenient for the subscriber. Grantee must undertake appropriate quality control measures to ensure that the customer is satisfied with the work;

h. Subscribers who have experienced a late or a missed appointment due to the fault of grantee will receive either a free installation or a $20.00 credit;

i. Upon a subscriber's request, grantee will arrange for pickup or replacement of converters or other equipment provided by the grantee at the subscriber's address within 14 days after the request is made if the subscriber is mobility-limited.

2. Under normal operating conditions, the standards of subsections (A)(1)(a), (c), (f) and (g) of this section must be met not less than 90% of the time, measured on a quarterly

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basis.

B. Service Standards.

1. Grantee will render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Except in emergency situations, scheduled interruptions will occur during a period of minimum use of the cable system, preferably between midnight and 6:00 a.m. Unless the scheduled interruption lasts for no more than two hours and occurs between midnight and 6:00 a.m. (in which event 24-hour prior notice must be given to the City), 48-hour prior notice must be given to subscribers.

2. Grantee will maintain a repair force of technicians who will respond to subscriber requests for service within the following time frames:

   a. For a system outage: Within two hours, including weekends, after receiving subscriber calls or requests for service that by number identify a system outage of sound or picture on one or more channels, affecting five or more subscribers to the system;

   b. For an isolated outage: Within 24 hours, including weekends, after receiving requests for service identifying an isolated outage of sound or picture on one or more channels;

   c. For inferior signal quality: No later than the following business day, excluding Sundays and holidays, after a request for service identifying a problem concerning picture or sound quality.

3. Grantee will be deemed to have responded to a request for service under the provisions of this subsection B when a technician arrives at the service location and begins work on the problem if the problem cannot be corrected remotely. If a subscriber is not home when the technician arrives, the technician must leave written notification of arrival.

4. Grantee may not charge for the repair or replacement of defective or malfunctioning equipment provided by grantee to subscribers, unless the defect or malfunction was caused by the subscriber.

5. Grantee must determine the nature of the problem within 24 hours after commencing work and resolve all cable system related problems within three business days, unless technically infeasible.

C. Billing and Information Standards.

1. Subscriber bills must be clear, concise, and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills also must clearly delineate all activity during the billing period, including optional charges, rebates, and credits.

2. The first billing to a subscriber after a new installation or service change must be prorated based upon when the new or changed service commenced. Subscribers must not be charged a late fee or otherwise penalized for any failure attributable to grantee, including the failure to timely or correctly bill the subscriber.

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3. In case of a billing dispute, grantee must respond in writing to a written complaint from a subscriber within 30 days after receiving the complaint at the office specified on the billing statement for receiving that complaint.

4. Upon request by a subscriber, credits or refunds must be provided by grantee to subscribers who experience an outage, interruption, or disconnection of service of four or more consecutive hours, provided that such loss of service is neither caused by the subscriber nor attributable to scheduled repairs, maintenance, or construction in circumstances where grantee has provided advance written notice to subscriber, and the loss of service does not exceed the time period specified by grantee. For subscribers terminating service, credits or refunds must be issued promptly, but no later than 30 days after the return of any grantee-supplied equipment.

5. Grantee must provide written information on each of the following matters at the time of the installation of service, at least annually to all subscribers, and at any time upon request:

   a. Products and services offered;

   b. Prices and options for programming services and conditions of subscription to programming and other services;

   c. Installation and service maintenance policies;

   d. Instructions on the use of the cable service;

   e. Channel positions of programming carried on the system;

   f. Billing and complaint procedures, including the address and telephone number of the City's office designated for dealing with cable-related issues;

   g. Consumer protection and service standards and penalties for noncompliance.

6. Subscribers must be notified in writing of any changes in rates, programming services, or channel positions as soon as possible. Notice must be given to subscribers a minimum of 30 days in advance of those changes if the change is within grantee's control. In addition, grantee will endeavor to notify the City of those changes at least five working days before subscribers are notified.

7. Grantee must maintain a public file containing all written notices provided to subscribers under these consumer protection and service standards and all published promotional offers made by grantee to subscribers. These documents must be maintained for a minimum period of two years.

D. Verification of Compliance with Standards.

1. Upon 30 days' prior written notice by the City, grantee shall provide a written report demonstrating its compliance with any of the consumer service standards specified in this section. Grantee must provide sufficient documentation to enable the City to verify compliance.

2. A repeated and verifiable pattern of noncompliance with the consumer protection and service standards of this section, after grantee's receipt of written notice and an opportunity to cure, may be deemed a material breach of the franchise agreement.

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E. Subscriber Complaints and Disputes.

1. Grantee must establish written procedures for receiving, acting upon, and resolving subscriber complaints without intervention by the City. The written procedures must prescribe the manner in which a subscriber may submit a complaint, either orally or in writing, specifying the subscriber's grounds for dissatisfaction. Grantee must file a copy of these procedures with the City. These procedures must include a requirement consistent with subsection (C)(3) of this section.

2. Upon request, and subject to applicable law protecting subscriber privacy rights, the City has the right to review grantee's response to subscriber complaints.

3. All subscribers have the right to continue receiving service so long as their financial and other obligations to grantee are honored. If grantee elects to rebuild, modify, or sell the system, or if the City gives notice of intent to terminate or not to renew the franchise, grantee must act to ensure that all subscribers receive service while the franchise remains in force.

4. Upon a change of control of grantee, or if a new operator acquires the cable system, the original grantee must cooperate with the City, the new grantee, or the new operator in maintaining continuity of service to all subscribers. During that transition period, grantee is entitled to the revenues derived from its operation of the cable system.

F. Disconnection and Downgrades.

1. A subscriber may terminate or downgrade service at any time, and grantee must promptly comply with the subscriber's request within seven days or at any later time requested by the subscriber. No period of notice prior to voluntary termination or downgrade of service may be required of subscribers. Grantee will impose no charges for the voluntary termination of all services unless a visit to the subscriber's premises is required to remove a converter box or other equipment or property owned by grantee. Grantee may, in accordance with applicable law, charge a fee to downgrade service if a service call is required.

2. Grantee may disconnect a subscriber's service in compliance with paragraphs (i), (j), and (k) of Section 53088.2 of the California Government Code. If service is disconnected for nonpayment of past due fees or charges, grantee must promptly reinstate service upon payment in full by the subscriber of all such fees and charges, including late charges.

3. Notwithstanding the requirements of subsection (F)(2) of this section, grantee may immediately disconnect service to a subscriber if the subscriber is damaging or destroying grantee's cable system or equipment.

4. Grantee may also disconnect service to a subscriber when service causes signal leakage exceeding federal limits. If service is disconnected, grantee will immediately resume service without charge upon the satisfactory correction of the signal leakage problem if the signal leakage problem is attributable to grantee.

5. Grantee may also disconnect service in cases where customers are stealing service or have threatened grantee's personnel with physical violence.

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6. Upon termination of service to a subscriber, the grantee will endeavor to remove its equipment from the subscriber's premises within 30 days.

G. Negative Option Billing Prohibited. No charge may be imposed for any service or equipment that the subscriber has not affirmatively selected. Payment of the regular monthly bill will not by itself constitute an affirmative selection.

H. Deposits. Grantee may require a reasonable, nondiscriminatory deposit on equipment provided to subscribers. Such deposits must be placed in an interest-bearing account. The deposit must be returned, with interest earned to the date of repayment, within 30 days after the equipment is returned to grantee.

I. Parental Control Option. Grantee must provide parental control devices at no charge to all subscribers who desire to block the video or audio portion of any pay channels providing adult programming that the subscriber finds objectionable. For other programming, such devices will be provided at a reasonable charge to the subscriber.

J. Additional Requirements.

1. All officers, agents, and employees of grantee, or of its contractors or subcontractors, who, in the normal course of work come into contact with members of the public, or who require entry onto subscribers' premises, must display a photo-identification card. Grantee must account for all identification cards at all times. All vehicles of grantee or its subcontractors must be clearly identified as vehicles engaged in providing services for grantee.

2. In addition to the consumer protection and service standards specified in this section, grantee must comply with all applicable consumer protection and service standards that are imposed upon cable operators by the following:

a. Federal statutes, and the rules, regulations, and orders of the Federal Communications Commission, including the following:

i. The provisions of Section 76.630 of Title 47 of the Code of Federal Regulations, as it now exists or may later be amended, which relate to compatibility with consumer electronics equipment,

ii. The provisions of Section 551 of Title 47, United States Code, as it now exists or may later be amended, which relate to the protection of subscriber privacy;

b. The provisions of California Government Code Sections 53054, et seq., titled the "Cable Television and Video Provider Customer Service and Information Act";

c. The provisions of California Government Code Sections 53088, et seq., titled the "Video Customer Service Act";

d. The provisions of California Civil Code Sections 1722(b)(1) through(6), which relate to service or repair transactions between cable television companies and their subscribers;

e. The provisions of California Penal Code Section 637.5, which relate to

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subscribers' rights to privacy protection.

3. If there is any conflict or inconsistency between a consumer protection and service standard specified in this section, and a standard set forth in the statutes, rules, regulations, and orders that are referenced in subsection (J)(2) of this section, then the standard that is specified in this section will apply to the extent authorized by applicable law.

K. Penalties for Noncompliance.

1. Purpose. The purpose of this subsection is to authorize monetary penalties for the violation of the customer service standards established by this section in a manner consistent with the Video Customer Service Act (Government Code Sections 53088 et seq.) and pursuant to the City's inherent police powers. The imposition of penalties authorized by this subsection will not prevent the City or any other affected party from exercising any other remedy to the extent permitted by law.

2. Administration and Appeals.

a. The City Clerk or designee is authorized to administer this subsection. Decisions by the City Clerk or designee to assess monetary penalties against grantee must be in writing and must contain findings supporting the decisions. Decisions by the City Clerk are final, unless appealed to the City Council.

b. If grantee or any interested person is aggrieved by a decision of the City Clerk or designee, the aggrieved party may, within 10 days of the written decision, appeal that decision in writing to the City Council. The appeal letter must be accompanied by the fee amount of $250.00 for processing the appeal. The City Council may affirm, modify, or reverse the decision of the City Clerk or designee.

c. Schedule of Penalties. The following schedule of monetary penalties may be assessed against the grantee for the material breach of the provisions of the customer service standards set forth in this section, provided that the breach is within grantee's reasonable control:

i. For a first material breach, the maximum penalty is $200.00 for each day of material breach, but not to exceed a cumulative total of $600.00 for each occurrence of the material breach.

ii. For a second material breach of the same nature within a 12-month period for which the City has provided notice and a penalty has been assessed, the maximum penalty is $400.00 for each day of the material breach, but not to exceed a cumulative total of $1,200.00 for each occurrence of the material breach.

iii. For a third or further material breach of the same nature within a 12-month period for which the City has provided notice and a penalty has been assessed, the maximum penalty is $1,000.00 for each day of the material breach, but not to exceed a cumulative total of $3,000.00 for each occurrence of the material breach.

iv. The maximum penalties referenced in this section may be increased by any

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additional amount authorized by state law.

d. Judicial Remedy. This subsection does not preclude any affected party from pursuing any judicial remedy available to that party without regard to this subsection.

e. Notification of Breach. The City must give grantee written notice of any alleged breach of the consumer service standards and allow the grantee at least 30 days, or such longer time as may be reasonably necessary to cure, from receipt of the notice to remedy the specified breach. For the purpose of assessing penalties, a material breach is deemed to have occurred for each day, following the expiration of the period for cure specified herein, that any breach has not been remedied by grantee, irrespective of the number of subscribers affected.

f. Limitations. With respect to any grantee that operates under a franchise or license agreement with the City, any monetary penalties assessed under this subsection must be reduced dollar for dollar to the extent that any liquidated damage or penalty provision of the franchise or license agreement imposes a monetary obligation on grantee for the same customer service failure, and no other monetary damages may be assessed for that customer service failure.

g. Applicability of Section. This section will apply to all video providers that are providing cable service under nonexclusive licenses issued by the City prior to the effective date of the ordinance codified in this chapter. To the extent that any consumer protection and service standard referenced in a previously issued nonexclusive license is inconsistent or in conflict with any provision of this section, such standard in the nonexclusive license is repealed and superseded.

(Ord. 18 § 2, 2008, RCC § 5.08.100)

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Article III
Open Video Systems

§ 5.08.110. Applicability.

The provisions of this article apply to an open video system operator, as defined in Section 5.08.180 of this chapter, that intends to deliver video programming to consumers in the City over an open video system.
(Ord. 18 § 2, 2008, RCC § 5.08.110)

§ 5.08.120. Application required.

A. Before commencing the delivery of video programming services to consumers in the City over an open video system, the open video system operator must file an application with the City. That application must include or be accompanied by the following, as applicable:

1. The identity of the applicant, including all affiliates of the applicant;

2. Copies of FCC Form 1275, all "Notices of Intent" filed under 47 CFR 76.1503(b)(l), and the Order of the FCC, all of which relate to certification of the applicant to operate an open video system in the City in accordance with Section 653(a)(1) of the Communications Act and the FCC's rules;

3. The area or areas of the City that the applicant desires to serve;

4. A description of the open video system services that will be offered by the applicant over its existing or proposed facilities;

5. A description of the transmission medium that will be used by the applicant to deliver the open video system services;

6. Information in sufficient detail to establish the applicant's technical qualifications, experience, and expertise regarding the ownership and operation of the open video system described in the application;

7. Financial statements prepared in accordance with generally accepted accounting principles that demonstrate the applicant's financial ability to:

   a. Construct, operate, maintain and remove any new physical plant that is proposed to be constructed in the City,

   b. Comply with the City's public, educational, and governmental access requirements as specified in Section 5.08.140(B)(4) of this chapter,

   c. Comply with the City's requirement that gross revenue fees be paid in the maximum amount authorized under federal law, as specified in Section 5.08.140(B)(2) of this chapter;

8. An accurate map showing the location of any existing telecommunications facilities in the City that the applicant intends to use, to purchase, or to lease;

9. If the applicant's operation of the open video system will require the construction of new physical plant and facilities in the City, the following additional information must be provided:

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a. A construction schedule and completion dates,

b. Engineering plans, specifications, and a network map of any new facilities to be constructed in the City, in sufficient detail to identify:

i. The location and route requested for the applicant's proposed facilities,

ii. The locations, if any, for interconnection with the facilities of other telecommunications service providers,

iii. The specific structures, improvements, facilities, and obstructions, if any, that the applicant proposes to add, remove, or relocate on a temporary or permanent basis,

c. The applicant's statement that, in constructing any new physical plant, the applicant will comply with all applicable ordinances, rules, and regulations of the City, including the payment of all required permit and processing fees;

10. The information and documentation that is required to be submitted to the City by a video provider, as specified in Section 5.08.160(B) of this chapter;

11. Such additional information as may be requested by the City;

12. An application fee deposit in an amount of $15,000.00 must accompany the application. That application fee deposit will be in an amount that is estimated to cover all anticipated costs associated with reviewing and processing the application, including without limitation costs of administrative review, financial, legal, and technical evaluation of the applicant, consultants (including technical and legal experts and all costs reasonably incurred by those experts), notice and publication requirements, and document preparation expenses. If actual costs exceed the application fee deposit, the applicant must pay the difference to the City within 30 days following receipt of an itemized statement of those costs. If actual costs are less than the application fee deposit, the remaining balance will be refunded to the applicant.

B. If any item of information specified in subsection A of this section is determined under federal or state law to be unlawful, the City Clerk or designee is authorized to waive the requirement that such information be included in the application.

(Ord. 18 § 2, 2008, RCC § 5.08.120)

§ 5.08.130. Review of the application.

Within 30 days after receipt of an application filed under Section 5.08.120 of this chapter that is deemed to be complete, the City Clerk or designee will give written notice to the applicant of the City's intent to negotiate an agreement setting forth the terms and conditions under which the operation of the proposed open video system will be authorized by the City. The commencement of those negotiations will be on a date that is mutually acceptable to the City and to the applicant.

(Ord. 18 § 2, 2008, RCC § 5.08.130)

§ 5.08.140. Agreement required.

A. No video programming services may be provided in the City by an open video system operator unless the operator and the City have executed a written agreement, which may be

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designated as a franchise, setting forth the terms and conditions under which the operation of the proposed open video system will be authorized by the City. That agreement must be authorized and approved by the City Council.

B. The agreement between the City and the open video system operator may contain provisions that relate to the following subject matters, to the extent that such provisions and subject matters are not preempted by federal law or regulations:

1. The nature, scope, and duration of the agreement, including provisions for its renewal or extension;

2. The obligation of the open video system operator to pay to the City, at specified times and in lieu of the franchise fees permitted under Section 622 of the Communications Act, fees on the gross revenue received by the operator, as authorized by 47 CFR 76.1511, in accordance with the following standards and procedures:

a. The amount of the fees on the gross revenue will be the maximum amount authorized by Section 653(c)(2)(B) of the Communications Act, which is the rate imposed by the City on existing cable operators,

b. The term "gross revenue" means (i) all gross revenue received by an open video system operator or its affiliates, including all revenue received from subscribers and all carriage revenue received from unaffiliated video programming providers; and (ii) all advertising revenue received by the operator or its affiliates in connection with the provision of video programming, where such revenue is included in the calculation of cable franchise fees paid to the City by incumbent cable operators. The term "gross revenue" does not include revenue, such as subscriber or advertising revenue, collected by unaffiliated video programming providers;

3. The obligation of the open video system operator to comply with requirements relating to information collection and recordkeeping, accounting procedures, reporting, periodic audits, and inspection of records in order to ensure the accuracy of the fees on gross revenue that are required to be paid as specified in subsection (B)(2) of this section;

4. The obligation of the open video system operator to meet the City's requirements with respect to public, educational, and governmental access channel capacity, services, facilities, and equipment, as provided for in 47 CFR 76.1505. In this regard, the following standards and procedures are applicable:

a. The open video system operator is subject to the same public, educational, and governmental access requirements that apply within the cable television franchise service area with which its system overlaps.

b. The open video system operator must ensure that all subscribers receive all public, educational, and governmental access channels that are provided by an incumbent cable operator within the designated franchise service area.

c. The open video system operator may negotiate with the City to establish the operator's obligations within the designated franchise service area with respect to public, educational, and governmental access channel capacity, services,

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facilities, and equipment. These negotiations may include the City's franchised cable operator within the designated franchise service area if the City, the open video system operator, and the franchised cable operator so desire.

d. If the open video system operator and the City are unable to reach an agreement regarding the operator's obligations with respect to public, educational, and governmental access channel capacity, services, facilities, and equipment within the designated franchise service area, then the following obligations will be imposed:

   i. The open video system operator must satisfy the same public, educational, and governmental access obligations as the City's franchised cable operator within the designated franchise service area by providing the same amount of channel capacity for public, educational, and governmental access and by matching the City's franchised cable operator's annual financial contributions in support of public, educational, and governmental access services, facilities, and equipment that are actually used by the City. For in-kind contributions, such as cameras or production studios, the open video system operator may satisfy its statutory obligation by negotiating mutually agreeable terms with the City's franchised cable operator, so that public, educational, and governmental access services to the City are improved or increased. If such terms cannot be agreed upon, the open video system operator must pay to the City the monetary equivalent of the franchised cable operator's depreciated in-kind contribution, or, in the case of facilities, the annual amortization value. Any matching contributions provided by the open video system operator must be used to fund activities arising under Section 611 of the Communications Act.

   ii. The City will impose upon the open video system operator within the designated franchise service area the same rules and procedures that it imposes upon the franchised cable operator with regard to the open video system operator's use of channel capacity designated for public, educational, and governmental access use when that capacity is not being used for such purposes.

e. The City's franchised cable operator within the designated franchise service area is required under federal law to permit the open video system operator to connect with its public, educational, and governmental access channel feeds. The open video system operator and the franchised cable operator may decide how to accomplish this connection, taking into consideration the physical and technical characteristics of the cable and the open video systems involved. If the franchised cable operator and the open video system operator cannot agree on how to accomplish the connection, the City has the right to decide. The City may require that the connection occur on City-owned property or on public rights-of-way.

f. All costs of connection to the franchised cable operator's public, educational, and governmental access channel feed must be borne by the open video system operator. These costs will be counted towards the open video system operator's matching financial contributions set forth in subsection (B)(4)(d)(i) of this

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section.

g. The City will not impose upon the open video system operator any public, educational, or governmental access obligations that are greater than those imposed upon the incumbent franchised cable operator.

h. If there is no incumbent franchised cable operator within the designated franchise service area, the provisions of 47 CFR 76.1505(d)(6) will be applicable in determining the obligations of the open video system operator.

i. The open video system operator must adjust its system to comply with new public, educational, and access obligations imposed on the City's incumbent franchised cable operator within a designated franchise service area following a renewal of the cable television franchise; provided, however, that the open video system operator will not be required to displace other programmers using its open video system to accommodate public, educational, and governmental access channels. The open video system operator must comply with such new public, educational, and governmental access obligations whenever additional capacity is or becomes available, whether it is due to increased channel capacity or to decreased demand for channel capacity;

5. If the City and the open video system operator cannot agree on the application of the FCC's rules regarding the open video system operator's obligations to provide public, educational, and governmental access under the provisions of subsection (B)(4) of this section, then either party may file a complaint with the FCC in accordance with the dispute resolution procedures set forth in 47 CFR 76.1514. No agreement will be executed by the City until the dispute has been finally resolved;

6. If the open video system operator intends to maintain an institutional network, as defined in Section 611(f) of the Communications Act, the City will require that educational and governmental access channels be designated on that institutional network to the same extent that those channels are designated on the institutional network of the City's franchised cable operator within the designated franchise service area;

7. The authority of an open video system operator to exercise editorial control over any public, educational, or governmental use of channel capacity will be restricted in accordance with the provisions of 47 CFR 76.1505(f);

8. The obligation of the open video system operator to comply with all applicable federal, state, and local statutes, ordinances, and regulations relating to customer service standards, including those specified in Section 5.08.100 of this chapter;

9. If new physical plant is proposed to be constructed within the City, the obligation of the open video system operator to comply with the following rights-of-way use and management responsibilities that are also imposed by the City upon other cable television and telecommunications service providers in a nondiscriminatory and competitively neutral manner:

a. Compliance with all applicable City codes, including applications for excavation, encroachment, and construction permits and the payment of all required permit and inspection fees,

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b. The coordination of construction activities,

c. Compliance with established standards and procedures for constructing lines across private property,

d. Compliance with all applicable insurance and indemnification requirements,

e. The repair and resurfacing of construction-damaged streets,

f. Compliance with all public safety requirements that are applicable to cable television and telecommunications service providers using public property or public rights-of-way;

10. Acts or omissions constituting breaches or defaults of the agreement, and the applicable penalties, liquidated damages, and other remedies, including fines or the suspension, revocation, or termination of the agreement;

11. Requirements relating to the sale, assignment, or transfer of the open video system;

12. Requirements relating to the open video system operator's compliance with and implementation of state and federal laws, rules, and regulations pertaining to the operation of the open video system;

13. Such additional requirements, conditions, terms, policies, and procedures as may be mutually agreed upon by the City and the open video system operator and that will, in the judgment of the City Council, best serve the public interest and protect the public health, welfare, and safety.

(Ord. 18 § 2, 2008, RCC § 5.08.140)

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Article IV
Other Video and Telecommunications Services and Systems

§ 5.08.150. Other multichannel video programming distributors.

The term "cable system," as defined in federal law and as set forth in Section 5.08.180 of this chapter, does not include a facility that serves subscribers without using any public rights-of-way. Consequently, the categories of multichannel video programming identified below are not deemed to be "cable systems" and are therefore exempt from the City's franchise requirements and from certain other local regulatory provisions authorized by federal law, provided that their distribution or transmission facilities do not involve the use of the City's public rights-of-way.

A. Multichannel multipoint distribution service ("MMDS"), also known as "wireless cable," which typically involves the transmission by an FCC-licensed operator of numerous broadcast stations from a central location using line-of-sight technology;

B. Local multipoint distribution service ("LMDS"), another form of over-the-air wireless video service for which licenses are auctioned by the FCC, and which offers video programming, telephony, and data networking services;

C. Direct broadcast satellite ("DBS"), also referred to as "direct-to-home satellite services," which involves the distribution or broadcasting of programming or services by satellite directly to the subscriber's premises without the use of ground receiving or distribution equipment, except at the subscriber's premises or in the uplink process to the satellite. Local regulation of direct-to-home satellite services is further proscribed by the following federal statutory provisions:

    1. 47 U.S.C. Section 303(v) confers upon the FCC exclusive jurisdiction to regulate the provision of direct-to-home satellite services,

    2. Section 602 of the Telecommunications Act of 1996 states that a provider of direct-to-home satellite service is exempt from the collection or remittance, or both, of any tax or fee imposed by any local taxing jurisdiction on direct-to-home satellite service. The terms "tax" and "fee" are defined by federal statute to mean any local sales tax, local use tax, local intangible tax, local income tax, business license tax, utility tax, privilege tax, gross receipts tax, excise tax, franchise fees, local telecommunications tax, or any other tax, license, or fee that is imposed for the privilege of doing business, regulating, or raising revenue for a local taxing jurisdiction.

(Ord. 18 § 2, 2008, RCC § 5.08.150)

§ 5.08.160. Video providers—Registration—Customer service standards.

A. Unless the customer protection and customer service obligations of a video provider, as that term is defined in Section 5.08.180 of this chapter, are specified in a franchise, license, lease, or similar written agreement with the City, a video provider must comply with all applicable provisions of the following state statutes:

    1. The Cable Television and Video Customer Service and Information Act (Government Code Sections 53054, et seq.);

    2. The Video Customer Service Act (Government Code Sections 53088, et seq.).

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B. All video providers that are operating in the City on the effective date of the ordinance codified in this chapter, or that intend to operate in the City after its effective date, must register with the City; provided, however, that this registration requirement is not applicable to any video provider that has executed a franchise, license, lease or similar written agreement with the City. The registration form must include or be accompanied by the following:

1. The video provider's name, address, and local telephone numbers;

2. The names of the officers of the video provider;

3. A copy of the video provider's written policies and procedures relating to customer service standards and the handling of customer complaints, as required by Government Code Sections 53054, et seq. These customer service standards must include, without limitation, standards regarding the following:

a. Installation, disconnection, service and repair obligations, employee identification, and service call response time and scheduling;

b. Customer service telephone and office hours;

c. Procedures for billing, charges, refunds, and credits;

d. Procedures for termination of service;

e. Notice of the deletion of a programming service, the changing of channel assignments, or an increase in rates;

f. Complaint procedures and procedures for bill dispute resolution;

g. The video provider's written acknowledgment of its obligation under Government Code Section 53055.1 to provide to new customers a notice describing the customer service standards specified in subsections (B)(3)(a) through (f) of this section at the time of installation or when service is initiated. The notice must also include, in addition to all of the information described in subsections (B)(3)(a) through (f) of this section, all of the following:

i. A listing of the services offered by the video provider that clearly describes all levels of service and the rates for each level of service,

ii. The telephone number or numbers through which customers may subscribe to, change, or terminate service, request customer service, or seek general or billing information,

iii. A description of the rights and remedies that the video provider may make available to its customers if the video provider does not materially meet its customer service standards;

h. The video provider's written commitment to distribute annually to its employees and customers, and to the City, a notice describing the customer service standards specified in subsections (B)(3)(a) through (f) of this section. This annual notice must include the report of the video provider on its performance in meeting its customer service standards, as required by Government Code Section 53055.2. Subject to the written notice and cure provisions of

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Government Code Section53056(b), a video provider that fails to distribute the annual notice required by Government Code Section 53055.1 will be assessed a monetary penalty in the sum of $500.00 for each year in which the annual notice is not distributed to all of its customers;

4. Unless a video provider is exempt under federal law from its payment, a registration fee will be required to cover the reasonable costs incurred by the City in reviewing and processing the registration form;

5. In addition to the registration fee specified in subsection (B)(4) of this section, the written commitment of the video provider to pay to the City, when due, all costs and expenses reasonably incurred by the City in resolving any disputes between the video provider and its subscribers, which dispute resolution is mandated by Government Code Section 53088.2(o).

C. The customer service obligations imposed upon video providers by the Video Customer Service Act (Government Code Section 53088 et seq.) consist of the following:

1. Every video provider must render reasonably efficient service, make repairs promptly, and interrupt service only as necessary;

2. All video provider personnel contacting subscribers or potential subscribers outside the office of the provider must be clearly identified as associated with the video provider;

3. At the time of installation, and annually thereafter, all video providers must provide to all customers a written notice of the programming offered, the prices for that programming, the provider's installation and customer service policies, and the name, address, and telephone number of the City's office that is designated for receiving complaints;

4. All video providers must have knowledgeable, qualified company representatives available to respond to customer telephone inquiries Monday through Friday, excluding holidays, during normal business hours;

5. All video providers must provide to customers a toll-free or local telephone number for installation, service, and complaint calls. These calls must be answered promptly by the video providers;

6. All video providers must render bills that are accurate and understandable;

7. All video providers must respond promptly to a complete outage in a customer's service. The response must occur within 24 hours of the reporting of that outage to the provider, except in those situations beyond the reasonable control of the video provider. A video provider will be deemed to respond to a complete outage when a company representative arrives at the outage location with-in 24 hours and begins to resolve the problem;

8. All video providers must provide a minimum of 30 days' written notice before increasing rates or deleting channels. All video providers must make every reasonable effort to submit the notice to the City in advance of its distribution to customers. The 30-day notice is waived if the increases in rates or deletion of channels are outside the control of the video provider. In those cases, the video provider must make reasonable

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efforts to provide customers with as much notice as possible;

9. All video providers must allow every residential customer who pays his or her bill directly to the video provider at least 15 days from the date the bill for services is mailed to the customer, to pay the listed charges unless otherwise agreed to pursuant to a residential rental agreement establishing tenancy. Customer payments must be posted promptly. No video provider may terminate residential service for nonpayment of a delinquent account unless the video provider furnishes notice of the delinquency and impending termination at least 15 days prior to the proposed termination. The notice must be mailed, postage prepaid, to the customer to whom the service is billed. Notice must not be mailed until the 16th day after the date the bill for services was mailed to the customer. The notice of delinquency and impending termination may be part of a billing statement. No video provider may assess a late fee any earlier than the 22nd day after the bill for service has been mailed;

10. Every notice of termination of service pursuant to the preceding subsection must include all of the following information:

    a. The name and address of the customer whose account is delinquent,

    b. The amount of the delinquency,

    c. The date by which payment is required in order to avoid termination of service,

    d. The telephone number of a representative of the video provider who can provide additional information and handle complaints or initiate an investigation concerning the service and charges in question. Service may only be terminated on days in which the customer can reach a representative of the video provider either in person or by telephone;

11. Any service terminated without good cause must be restored without charge for the service restoration. Good cause includes, but is not limited to, failure to pay, payment by check for which there are insufficient funds, theft of service, abuse of equipment or system personnel, or other similar subscriber actions;

12. All video providers must issue requested refund checks promptly, but no later than 45 days following the resolution of any dispute, and following the return of the equipment supplied by the video provider;

13. All video providers must issue security or customer deposit refund checks promptly, but no later than 45 days following the termination of service, less any deductions permitted by law;

14. Video providers must not disclose the name and address of a subscriber for commercial gain to be used in mailing lists or for other commercial purposes not reasonably related to the conduct of the businesses of the video providers or their affiliates, unless the video providers have provided to the subscriber a notice, separate or included in any other customer notice, that clearly and conspicuously describes the subscriber's ability to prohibit that disclosure. Video providers must provide an address and telephone number for a local subscriber to use without toll charge to prevent disclosure of the subscriber's name and address.

D. As authorized by Government Code Section 53088(q), the following schedule of penalties

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is adopted. These penalties may be imposed for the material breach by a video provider of the consumer protection and service standards that are set forth in subsection C of this section, provided that the breach is within the reasonable control of the video provider. These penalties are in addition to any other remedies authorized by this chapter or by any other law, and the City has discretion to elect the remedy that it will apply. The imposition of penalties authorized by this subsection will not prevent the City or any other affected party from exercising any other remedy to the extent permitted by law, including but not limited to any judicial remedy as provided in subsection (D)(2) of this section.

1. Schedule of Penalties.

    a. For a first material breach, the maximum penalty is $200.00 for each day of material breach, but not to exceed a cumulative total of $600.00 for each occurrence of material breach, irrespective of the number of customers affected.

    b. For a second material breach of the same nature for which a monetary penalty was previously assessed within the preceding 12-month period, the maximum penalty is $400.00 per day, not to exceed a cumulative total of $1,200.00 for each occurrence of the material breach, irrespective of the number of customers affected.

    c. For a third or further material breach of the same nature for which a monetary penalty was previously assessed within the preceding 12-month period, the maximum penalty is $1,000.00 per day, not to exceed a cumulative total of $3,000.00 for each occurrence of the material breach, irrespective of the number of customers affected.

    d. The maximum penalties referenced above may be increased by any additional amount authorized by state law.

2. Judicial Remedies Not Affected. The imposition of penalties in accordance with the provisions of subsection (D)(1) of this section does not preclude any affected party from pursuing any judicial remedy that is available to that party.

3. Administration, Notice, and Appeal.

    a. The City Clerk or designee is authorized to administer this subsection. Decisions by the City Clerk to assess penalties against a video provider must be in writing and must contain findings supporting the decisions. Decisions by the City Clerk or designee are final, unless appealed to the City Council.

    b. If the video provider or any interested person is aggrieved by a decision of the City Clerk or designee, the aggrieved party may, within 10 days of the written decision, appeal that decision in writing to the City Council. The appeal letter must be accompanied by the fee established by the City Council for processing the appeal. The City Council may affirm, modify, or reverse the decision of the City Clerk or designee.

    c. The imposition of monetary penalties under subsection (D)(1) of this section is subject to the following requirements and limitations:

        i. The City must give the video provider written notice of any alleged material breach and must allow the video provider at least 30 days from

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receipt of that notice to remedy the breach.

ii. For the purpose of assessing monetary penalties, a material breach will be deemed to have occurred for each day following the expiration of the period for cure specified in subsection (D)(3)(i) of this section that the material breach has not been remedied by the video provider, irrespective of the number of customers affected.

(Ord. 18 § 2, 2008, RCC § 5.08.160)

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Article V
Definitions

§ 5.08.180. Defined terms and phrases.

A. The words, terms, phrases, and their derivations set forth in this chapter have the meanings set forth in this section. Words used in the present tense include the future tense, and words in the singular include the plural number.

"Cable service" means the one-way transmission to subscribers of video programming, or other programming services, and subscriber interaction, if any that is required for the selection or use of that video programming or other programming service. For the purposes of this definition, "video programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station; and "other programming service" means information that a cable system operator makes available to all subscribers generally.

"Cable system," or "cable communications system" or "cable television system" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service that includes video programming and that is provided to multiple subscribers within a community. The term "cable system" does not include:

1. A facility that serves only to retransmit the television signals of one or more television broadcast stations;

2. A facility that serves subscribers without using any public right-of-way;

3. A facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility will be considered a cable system (other than for purposes specified in Section 621(c) of the Communications Act) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services;

4. An open video system that complies with Section 653 of the Communications Act; or

5. Any facilities of an electric utility that are used solely for operating its electric utility system.

"Cable system operator" means any person or group of persons:

1. Who provides cable service over a cable system and directly or through one or more affiliates owns a significant interest in that cable system; or

2. Who otherwise controls or is responsible for, through any arrangement, the management and operation of that cable system.

"___CFR___" means the Code of Federal Regulations. Thus, the citation of "47 CFR 80.1" refers to Title 47, Part 80, Section 1, of the Code of Federal Regulations.

"City" means the City of Wildomar as represented by its City Council or by any delegate acting within the scope of its delegated authority.

"Communications Act" means the Communications Act of 1934 (47 U.S.C. Sections153, et

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seq.), as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996.

"FCC" or "Federal Communications Commission" means the federal administrative agency, or any lawful successor, that is authorized to regulate telecommunications services and telecommunications service providers on a national level.

"Franchise" means an initial authorization, or the renewal of an initial authorization, granted by the City Council, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, or otherwise, that authorizes the construction or operation of a cable system or an open video system.

"Franchise fee" means any fee or assessment of any kind that is authorized by state or federal law to be imposed by the City on a grantee as compensation in the nature of rent for the grantee's use of the public rights-of-way. The term "franchise fee" does not include:

1. Any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services, but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable subscribers);

2. Capital costs that are required by the franchise to be incurred by a grantee for public, educational, or governmental access facilities;

3. Requirements or charges that are incidental to the award or enforcement of the franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or

4. Any fee imposed under Title 17, United States Code.

"Franchise service area" or "service area" means that geographic area of the City in which the grantee is authorized to construct, operate, and maintain a cable television system, which geographic area is specifically designated in a franchise agreement with the City.

"Grantee" means any person that is awarded a franchise in accordance with this chapter, and that person's lawful successor, transferee, or assignee.

"Multichannel video programming distributor" or "video programming distributor" means a person such as, but not limited to, a cable system operator, an open video system operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available multiple channels of video programming for purchase by subscribers or customers.

"Open video system" means a facility consisting of a set of transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service, including video programming, and that is provided to multiple subscribers within the City, provided that the FCC has certified that such system is authorized to operate in the City and complies with 47 CFR 1500 et seq., entitled "Open Video Systems."

"Open video system operator" means any person or group of persons who provides cable service over an open video system and directly or through one or more affiliates owns a significant interest in that open video system, or otherwise controls or is responsible for the management and operation of that open video system.

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"Person" means an individual, partnership, limited liability company, association, joint stock company, trust, corporation, or governmental entity.

"Public, educational or government access facilities" or "PEG access facilities," means the total of the following:

1. Channel capacity designated for noncommercial public, educational, or government use; and

2. Facilities and equipment for the use of that channel capacity.

"Street" or "public right-of-way" means each of the following that has been dedicated to the public and maintained under public authority or by others and is located within the City limits: streets, roadways, highways, avenues, lanes, alleys, sidewalks, easements, rights-of-way, and similar public property that the City from time to time authorizes to be included within the definition of a street.

"Subscriber" or "customer" or "consumer" means any person who, for any purpose, subscribes to the services provided by a multichannel video programming distributor and who pays the charges for those services.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications equipment" means equipment, other than customer premises equipment, used by a telecommunications service provider to provide telecommunications service, including software that is integral to that equipment.

"Telecommunications service" means the offering of telecommunications directly to the public for a fee, or to such classes of users as to be effectively available directly to the public, regardless of the equipment or facilities that are used.

"Telecommunications service provider" means any provider of telecommunications service.

"_____U.S.C. section _____" means the United States Code. Thus, the citation of "47 U.S.C. Section 153" refers to Title 47, Section 153, of the United States Code.

"Video programming provider" means any person or group of persons that has the right under the federal copyright laws to select and to contract for the carriage of specific video programming on a cable system or an open video system.

"Video provider" means any person, company, or service that provides one or more channels of video programming to a residence, including a home, multifamily dwelling complex, congregate-living complex, condominium, apartment, or mobilehome, where some fee is paid for that service, whether directly or as included in dues or rental charges, and whether or not public rights-of-way are used in the delivery of that video programming. A "video provider" includes, without limitation, providers of cable television service, open video system service, master antenna television, satellite master antenna television, direct broadcast satellite, multipoint distribution services, and other providers of video programming, whatever their technology.

B. Unless otherwise expressly stated, words, terms, and phrases not defined in this chapter will be given their meaning as used in Title 47 of the United States Code, as amended, and, if not defined in that code, their meaning as used in Title 47 of the Code of Federal

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Regulations.
(Ord. 18 § 2, 2008, RCC § 5.08.180)

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Article VI
Violations—Severability

§ 5.08.190. Violations—Enforcement.

A. Unless precluded by applicable law, any person who violates any provision of this chapter is guilty of a misdemeanor and is punishable as provided for in Chapter 1.16.

B. The misdemeanor penalty specified in subsection A of this section is not applicable to a violation of any provision of this chapter for which another sanction or penalty may be imposed under any franchise, license, lease, or similar written agreement between the City and a multichannel video programming distributor or telecommunications service provider.

C. The City may initiate a civil action in any court of competent jurisdiction to enjoin any violation of this chapter.

(Ord. 18 § 2, 2008, RCC § 5.08.190)

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CHAPTER 5.12
VIDEO FRANCHISE FEES, CUSTOMER SERVICE AND OTHER VIDEO-RELATED MATTERS

Note: Prior ordinance history: Ord. 26.

§ 5.12.010. Regulation of video franchises and definitions.

A. Under Division 2.5 of the California Public Utilities Code ("CPUC"), the Digital Infrastructure and Video Competition Act of 2008, commencing at Section 5800, et seq. ("DIVCA"), the California Public Utilities Commission (PUC) has the exclusive authority to grant and administer state video franchises. The definitions contained in DIVCA apply to this chapter.

B. Notwithstanding, DIVCA confers certain rights and responsibilities on the City with respect to state video franchise holders ("SVFH") operating within the City under DIVCA, including but not limited to, receipt of fees for rent of rights-of-way in the form of a franchise fee and additional fees for support of public, educational, and governmental ("PEG") access channels. Both fees are based on a percentage of the gross revenues of state franchise holders. The City also hereby establishes and enforces penalties for violations of customer service rules. The City retains authority, without change, over all City video franchisees until such time as they no longer hold a City franchise, or are no longer operating under a current City franchise. The City may modify, renew, extend or terminate existing City video franchises.

C. The City Council intends this chapter to supplement, not to duplicate or contradict, applicable state and federal law and this chapter shall be construed in light of that intent.

(Ord. 27 § 1, 2009)

§ 5.12.020. State video franchise fees.

A. Each SVFH shall pay a fee to the City equal to five percent of that SVFH's gross revenue, as defined in GPM Section 5660, pursuant to CPUC Section 5840(q)(1). Failure to pay the fee in a timely manner will incur fines to the City as set out in that section.

B. Such fees shall be payable as of July 1, 2008, the date of City's incorporation.

(Ord. 27 § 1, 2009)

§ 5.12.030. Audit authority.

Not more than once annually, the City Manager or designee may examine and perform an audit of an SVFH's records kept in the ordinary course of business, such as those commonly used and relied upon for accounting purposes or in preparation of financial statements or pro formas, to ensure compliance with this section. In the event that the audit discloses an underpayment of five percent or more, the SVFH shall pay for the audit. If the audit discloses that all fees have been paid, the City shall pay for the audit; otherwise, the cost shall be divided evenly between the parties.

(Ord. 27 § 1, 2009)

§ 5.12.040. Customer service and protection standards.

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A. An SVFH shall comply with all applicable state and federal customer service and protection standards pertaining to the provision of video service. In addition, the SVFH shall prepare, adopt and annually review its own consumer standards regarding installation and service; telephone and office hours; billing procedures; termination of service; change in service; and complaint procedures. Each SVFH annually must distribute such standards to the City and to each customer.

B. The City shall give the SVFH written notice of its failure to distribute such notice. If distribution does not occur within 60 days after receipt of the notice, the City may impose and collect a penalty of $500.00 for each year in which the notice is not distributed after such notice.

(Ord. 27 § 1, 2009)

§ 5.12.050. Material breach of customer standards.

Where the City Manager determines that an SVFH has materially breached any provision of its own consumer standards or of state or federal law, including but not limited to nonpayment of franchise fees, the City may provide a written Notice of Breach to the SVFH.

A. A "material breach" is defined as an SVFH's substantial and repeated failure to comply with service quality and other standards of federal or state law or of its own consumer standards.

B. Receipt of a Notice of Breach shall be deemed to have occurred either:

1. Five calendar days after the date on which the Notice of Breach was deposited to be mailed with the United States Postal Service or equivalent;

2. Two calendar days after the date the Notice of Breach was sent via facsimile or e-mail; or

3. On the date an SVFH's designated representative was personally served the Notice of Breach.

(Ord. 27 § 1, 2009)

§ 5.12.060. Response to Notice of Breach.

An SVFH which has been issued a Notice of Breach shall either remedy the conduct described in the Notice of Breach ("Notice of Breach Conduct") to the satisfaction, and in the sole discretion of, the City Manager no later than 30 calendar days from the date of receipt of the notice; or assert that the SVFH should be exempted from violation because the violation is out of its control. If the SVFH asserts that the Notice of Breach Conduct is out of its reasonable control, then the SVFH shall submit a Request for Exemption from Breach. A Request for Exemption from Breach shall contain all of the following points in order to be considered by the City Manager: It shall be in writing; it shall describe in detail why the conduct was out of its reasonable control; it shall describe in detail the Notice of Breach Conduct, the reasons for its occurrence, all factors and/or influences asserted to be outside the SVFH's control thereby creating the conduct, and all facts precluding the SVFH's ability to remedy; and it shall include as attachments any and all supporting documentation which the SVFH wishes the City Manager to review. Only information so submitted shall be considered by the City Manager.

(Ord. 27 § 1, 2009)

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§ 5.12.070. Request for Exemption from Breach.

Where the City Manager receives a Request for Exemption from Breach, City Manager shall review the Request for Exemption from Breach promptly; and shall render a final determination on the Request for Exemption from Breach. This final determination shall be in writing and shall include one of the following conclusions: (1) the Notice of Breach Conduct is outside the SVFH's control and is therefore exempt or (2) the Notice of Breach Conduct is within the SVFH's control and is therefore subject to the provisions of this chapter. The City Manager's decision is final.
(Ord. 27 § 1, 2009)

§ 5.12.080. Penalties for customer service and protection standards violations.

A. Each SVFH that fails to remedy the Notice of Breach Conduct in violation of this section ("unremedied breach") and/or that fails to obtain an exemption determination shall pay a penalty to the City as set out here.

B. Penalties for an SVFH's failure to remedy the Notice of Breach Conduct shall accrue daily as follows:

1. Commencing on the first calendar day following expiration of the time to cure in through the date of remedy of the breach under section; or

2. Commencing on the first calendar day following receipt of denial of a Request for Exemption from Breach through the date of remedy of the breach.

C. An SVFH shall pay a penalty for the unremedied first Notice of Breach not to exceed a fine of $500.00 for each calendar day, not to exceed $1,500.00 for each occurrence of an unremedied breach.

D. For a second material breach of a similar nature as the Notice of Breach for which a penalty was assessed, occurring within 12 months from the date of the first Notice of Breach, whether remedied or not, an SVFH shall pay a penalty accruing not to exceed $1,000.00 per calendar day, not to exceed $3,000.00, for each occurrence of an unremedied breach.

E. For a third or further material breach, of a similar nature as the Notice of Breach for which a penalty was assessed, occurring within the same 12 months of the date of the Notice of Breach, whether or not remedied an SVFH shall pay a penalty not to exceed $2,500.00 per calendar day, not to exceed $7,500.00 for each occurrence of an unremedied breach.
(Ord. 27 § 1, 2009)

§ 5.12.090. Appeal of penalties for customer service and protection standards violations.

A. An SVFH assessed a penalty under Section 5.12.080 may appeal the assessed penalty only by satisfying all of the following: submit to the City Manager a written appeal describing in detail the basis for the appeal; and file the appeal no later than 60 calendar days from receipt of the notice of penalties; and

B. Where the City Manager receives an appeal under this section, the City Manager shall review the appeal promptly, render a final determination on the appeal, and provide a final written determination; and

C. The City Manager's determination on the appeal shall be final. The penalty owing shall be

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a debt to the City that may be collected in any legally available manner.
(Ord. 27 § 1, 2009)

§ 5.12.100. City response to state video franchise applications.

A. Applicants for state video franchises within the boundaries of the City of Wildomar shall concurrently provide complete copies to the City of any application or amendments to applications filed with the PUC. The applicant shall provide one complete copy to the City Clerk, and another complete copy to the City Manager.

B. In its discretion, the City may provide any comments to the PUC on the application or amendments to the application.
(Ord. 27 § 1, 2009)

§ 5.12.110. PEG fees.

A. Any SVFH operating within the boundaries of the City shall pay the City a fee equal to one percent of the gross revenue of that SVFH, which fee shall be used by the City for any public, educational, and/or governmental (PEG) purposes consistent with state and federal law. The fee shall be remitted to the City on a quarterly basis within 45 days after the end of each quarter for that calendar year.

B. Gross revenue, for the purposes of this section, shall have the definition set forth in California Public Utilities Code Section 5860.

C. Not more than once annually, the City Manager or the City Manager's designee may examine and perform an audit of the business records of any SVFH to ensure compliance with this section.
(Ord. 150 § 1, 2018)

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CHAPTER 5.16
CLOSING OUT AND RELOCATION SALES

§ 5.16.010. License required.

No person, firm or corporation shall, without first obtaining a license, advertise or conduct a sale of goods, wares or merchandise that is represented as a sale for the liquidation or closing out of a business or a portion thereof, or the relocation of a place of business, or as a fire, water or other casualty sale, or as an assignee's, adjuster's, trustee's, receiver's, creditor's or bankrupt's sale, or any other sale which is by representation or advertisement intended to lead the public to believe that upon the disposal of the goods to be placed on sale, the business, or the portion thereof at the advertised location, will cease and be discontinued or be relocated to a new place of business. This chapter shall not apply to foreclosure, bankruptcy sales, or other similar sales conducted under the direction of or pursuant to the order of a court or a governmental agency, or to licensed auctioneers selling at auction.
(Ord. 18 § 2, 2008, RCC § 5.12.010)

§ 5.16.020. License application.

Application for a license shall be made to the Chief of Police, in such form as he or she may require and shall include the following information, which must be certified to under penalty of perjury:

A. The applicant's business and residence addresses, and the name and address of the legal owner of the stock to be sold;

B. A complete inventory of all stock on hand and of all goods not yet on hand which will be offered at the sale. Applicant shall submit proof that goods not on hand already belong to applicant, or that applicant is legally bound to purchase or dispose of such goods. The inventory shall include the wholesale price of all items;

C. The length of time that applicant has conducted the business or used the business name under which the proposed sale will occur, and the length of time at the present address;

D. All other information required by the Chief of Police for a complete determination of facts necessary to issue a license.
(Ord. 18 § 2, 2008, RCC § 5.12.020)

§ 5.16.030. License fee.

The license shall be issued for a 30-day period, and the fee therefor shall be $50.00. In cases of hardship, not more than two 30-day extensions of time may be granted, and the fee for each 30-day extension or any portion thereof shall be $20.00. Not more than one license shall be issued to any applicant within a 12-month period, and any person who is the majority owner of the stock in a corporation shall be deemed to be an applicant for the purposes of this section.
(Ord. 18 § 2, 2008, RCC § 5.12.030)

§ 5.16.040. Inventory list required.

It is unlawful to sell, offer or expose to sale at any sale for which a license is issued, any goods, wares or merchandise not listed in the inventory furnished the Chief of Police at the time of obtaining the license, or to make any replenishments or additions to such stock for the purpose

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of such sale, or to fail, neglect or refuse to keep accurate records of the items sold, which records shall be and remain available for inspection by the Chief of Police during and for one year after the conclusion of the sale.
(Ord. 18 § 2, 2008, RCC § 5.12.040)

§ 5.16.050. Violation—Penalty.

A. It is unlawful for any person, firm or corporation to violate any provision of this chapter. Any person, firm or corporation violating any provision of this chapter shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person, firm, or corporation shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted.

B. Any person, firm or corporation so convicted shall be: (1) guilty of an infraction offense and punished by a fine not exceeding $100.00 for a first violation; (2) guilty of an infraction offense and punished by a fine not exceeding $200.00 for a second violation. The third and any additional violations shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding $1,000.00 or six months in jail, or both. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor. Payment of any penalty herein shall not relieve any person, firm or corporation from the responsibility for correcting the violation.

(Ord. 18 § 2, 2008, RCC § 5.12.050)

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CHAPTER 5.20
COMMERCIAL FILMING

§ 5.20.010. Purpose.

It is the policy of the City of Wildomar to encourage the production of motion pictures and television within its boundaries. This chapter provides the basis for the rules and regulations governing the issuance of permits for filming, videotaping or related activity within the City. This chapter is intended to ensure that filming/videotaping is done consistent with public health and safety and the protection of property.
(Ord. 18 § 2, 2008, RCC § 5.16.010)

§ 5.20.020. Definitions.

Unless otherwise specifically provided or required by the context, certain terms or expressions used in this chapter shall have the meanings set forth below:

"Charitable institution" means a nonprofit organization, which qualifies under Section501(c)(3) of the Internal Revenue Code or Section 23701 of the California Revenue and Taxation Code as a charitable organization. Where an organization such as those above is involved in film making/videotaping, no person, directly or indirectly, shall receive a profit from the marketing or production or showing of the films, tapes or photos.

"Film permit rider" means a minor addition, change or deletion to the permit, as determined by the issuing authority.

"Issuing authority" means the Director of the Department of Economic and Community Development, designated by the City Council as its authorized representative to administer the provisions of this chapter.

"News" means regularly scheduled news programs (not including magazine or documentary programs) and special news programs which are not pre-planned and are broadcast within 24 hours after the event.

"Strike and preparation pays" means activities required to make superficial alterations as specified in the script prior to movie on-location filming and following filming, to restore such location to its original condition. Such alterations may include placement of temporary architectural features, alterations in landscaping, changes in furniture or other decorative elements, placement of temporary lighting equipment and similar activities. "Strike and preparation days" shall not include time periods when cameras and actors are present and/or filming is occurring, nor activities requiring more than 10 persons or two trucks having a rated capacity exceeding five tons.
(Ord. 18 § 2, 2008, RCC § 5.16.020)

§ 5.20.030. Permit requirement.

No person shall use any public or private property, facility or residence within the City of Wildomar for the purpose of taking commercial motion pictures or television pictures or commercial still photography without first applying for and receiving a permit from the issuing authority.
(Ord. 18 § 2, 2008, RCC § 5.16.030)

§ 5.20.040. Exemptions/waivers.

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A. Films produced by charitable institutions as described in Section 5.20.020 and news media as described in Section 5.20.020 shall be exempt from any permit fees hereafter established.

B. A student who has submitted a letter written on school letterhead by a school administrator or instructor stating that the applicant is currently enrolled in a recognized United States institution and that the film is not a commercial release, shall have permit fees waived as required by this chapter.

C. Permit fees shall be waived for public access and local organization programs by cable television programs franchised within the City.

(Ord. 18 § 2, 2008, RCC § 5.16.040)

§ 5.20.050. Use of facilities.

The issuing authority may approve temporary usage of property owned by or held under the control of the City, by issuance of a filming permit, provided:

A. Such issuance will not result in a frequency of usage likely to create incompatibility between such temporary use and the surrounding area;

B. Such issuance does not interfere with performance of the intended governmental function of the site in question;

C. Movie on-location filming does not exceed 10 consecutive days. Computation of such time period shall strike and preparation time.

(Ord. 18 § 2, 2008, RCC § 5.16.050)

§ 5.20.060. Liability provisions.

As a condition of approval to issuance of a permit, a certificate of insurance will be required to include, but not limited to $1,000,000.00 naming the City as a co-insured for protection against claims of third party personal injuries, wrongful deaths and property damage. Where aircraft is used in any production, either fixed wing or rotary, the limit shall be no less than $5,000,000.00 per occurrence. City officers, agents and employees shall be named as additional insureds and a certificate of insurance shall not be subject to cancellation or modification without 30 days' written notice to the City.

A. An applicant shall conform to all applicable federal and state requirements for Workers' Compensation Insurance as to all persons operating under a permit.

B. To ensure cleanup and restoration of the site, an applicant may be required to post a faithful performance bond as a condition to approval of an application.

(Ord. 18 § 2, 2008, RCC § 5.16.060)

§ 5.20.070. Department of Economic and Community Development—Duties.

The department shall:

A. Coordinate with City departments and districts the approval and issuance of all facility usage permits required to film on City property;

B. Coordinate with City departments and districts the approval and issuance of all regulatory

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permits for on-location filming;

C. Coordinate the approval and collection of all fees with the necessary City departments and districts as required by City policy;

D. Reimburse the departments and districts involved for services provided, rental fees or other costs incurred by the departments or districts in connection with film permits;

E. Investigate minor complaints and assist in the resolution of minor disputes between the film industry and City agencies concerning filming in the City of Wildomar;

F. Develop and administer programs to promote the development of the filming industry in the City of Wildomar;

G. Cooperate with other governmental agencies seeking to promote the development of the film industry in the City of Wildomar to fully recover all City costs involved in the operations of the office;

H. Periodically review and recommend, if necessary, changes in the schedule of application fees and use and service charges to fully recover all City costs involved in the operations of this function;

I. Provide technical assistance and resource material to permit applicants and individuals or organizations desiring to conduct a motion picture, television company or photography business in the City of Wildomar;

J. Consult with and advise other City departments, districts and the City Council in all matters relating to filming, including, but not limited to, recommended charges and improvements in legislation, policies, procedures and methods;

K. Coordinate with City agencies the periodic review of the City's filming permit processing system and make recommendations to the City Council regarding ways to increase the system's efficiency and effectiveness;

L. Review, approve and issue permits for on-location filming on private property in the City;

M. Perform such other duties as may be prescribed by the City Council.

(Ord. 18 § 2, 2008, RCC § 5.16.070)

§ 5.20.080. Rules, regulations and fees.

Under the guidelines of Government Code Section 14999.30 et seq. (Uniform Film Permit Act), the issuing authority is authorized and directed to promulgate rules and regulations, subject to approval by resolution of the City Council, governing issuance of City filming permits. Included within such rules and regulations will be a schedule of fees covering the actual permitting process, as well as charges for personnel and property usage.

(Ord. 18 § 2, 2008, RCC § 5.16.080)

§ 5.20.090. Violations of permit—Cancellation.

If an applicant violates any provision of this chapter or a permit issued pursuant thereto, the City may cancel the permit.

(Ord. 18 § 2, 2008, RCC § 5.16.090)

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CHAPTER 5.24
DANCE HALLS, DANCE CLUBS AND PUBLIC DANCES

§ 5.24.010. Permit required.

A. It is unlawful for any person, association of persons or corporations to conduct or assist in conducting any public dance hall, dance club or any public dance in the City outside of municipal corporations unless under and by authority of a written permit obtained under the provisions of this chapter.

B. Such permit shall be posted in a conspicuous place on the premises where the dance for which such permit is issued is conducted and shall remain so posted during all the time dancing is taking place.

(Ord. 18 § 2, 2008, RCC § 5.20.010)

§ 5.24.020. Permit issuance.

A. Permits to conduct public dance halls, dancing clubs or public dances in the City of Wildomar may be issued by the Chief of Police upon the written application of any person for him or herself, or on behalf of any association or corporation. Every such written application for a permit shall set forth the following facts:

1. The name and residence of the applicant or applicants, and if any applicant be a firm, the names and residences of the partners thereof; if any applicant be an association, the names and residences of the officers and directors thereof; and also the name of any manager or employee who will be in charge of the dance hall, dance club or public dance;

2. The place for which the permit is desired or in which any dance is to be, or dances are to be held;

3. The number and date of the dances to be held under the permit;

4. Other pertinent information that the Chief of Police may require.

B. The Chief of Police before issuing any permit shall first satisfy him or herself that the conduct of such dance hall, dancing club or public dance will comport with the public welfare, and for such purpose shall consider any facts or evidence bearing on the place where the proposed public dance hall, dancing club or public dance is to be located, the character, reputation and moral fitness of those who will be in charge of it, and any other facts or evidence tending to enlighten the Chief of Police in this respect.

(Ord. 18 § 2, 2008, RCC § 5.20.020)

§ 5.24.030. License fee.

A. A license fee of three dollars shall be payable with the application for each public dance, or a license fee of $25.00 may be paid in advance for all public dances at the same location during any one calendar month.

B. If the Chief of Police determines that the attendance of one or more police officers is necessary, the applicant shall in addition pay a supervision fee for each dance, which shall be based on a minimum of four hours per dance, or, at the applicant's option, a maximum

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of five hours per dance, for each such officer, and computed as follows:

1. For each hour, an amount equal to one and one-half times the hourly rate of pay for the ninth step of the salary range applicable to the class of Deputy Chief B as set forth in the current City salary ordinance;

2. Overhead as established by the current determination of the City Auditor-Controller; and

3. Mileage charges at the current City mileage rates for official travel by City-owned vehicle. Such charges shall be computed from the nearest Police Department office or substation to the place of dance.

(Ord. 18 § 2, 2008, RCC § 5.20.030)

§ 5.24.040. Permit denial—Appeal.

If the Chief of Police shall deny a permit, the applicant may appeal to the City Council by filing written notice thereof with the Council or its Clerk within 10 days after such denial. Thereafter a hearing shall be held in the manner provided in Section 5.24.050.
(Ord. 18 § 2, 2008, RCC § 5.20.040)

§ 5.24.050. City Council—Responsibilities.

The City Council may make rules and regulations governing the public dance halls, public dances and dancing clubs; and the public dance halls, public dances and dancing clubs shall be conducted in accordance with such rules and regulations and all laws of the State of California, and in such manner as will comport with the public welfare. All permits issued under the terms of this chapter may be suspended or revoked by the City Council for good cause, after hearing by the Council upon notice to show cause why the permit should not be revoked. Notice may be given by mailing a copy of the notice to show cause to the owner or holder of the permit at the place of residence or address given in the application for the permit, at least 10 days prior to the date of hearing.
(Ord. 18 § 2, 2008, RCC § 5.20.050)

§ 5.24.060. Definitions.

As used in this chapter:

"Dancing club" is defined to be any club or association of persons which conducts dances, other than public dances, for its members or bona fide guests more often than once per month, and a "club dance" is defined to be any dance held by a dancing club.

"Public dance" is defined to be a gathering of persons upon any premises, other than premises used primarily as a hotel, where dancing is participated in either as the main purpose of such gathering or incidental to some other purpose, and to which premises the public is admitted.

"Public dance hall" is defined as a place where dancing is conducted, whether for profit or not for profit, and to which the public is admitted either with or without charge or at which the public is allowed to participate in the dancing, either with or without charge.
(Ord. 18 § 2, 2008, RCC § 5.20.060)

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§ 5.24.070. Exemptions.

The provisions of this chapter relating to a license fee shall not be construed as applying to any dance held or conducted for the purpose of raising funds for any established or recognized charitable organization, or by any church, Sunday school, student body of any school, established or recognized youth organization, bona fide fraternal organization, labor organization, Parent Teachers' Association, bona fide veterans' organization, bona fide civic or community organization or group, the primary purpose of which is the betterment of the cultural, social, economic, welfare and environment of the community.
(Ord. 18 § 2, 2008, RCC § 5.20.070)

§ 5.24.080. Minors.

It is unlawful for any minor person under the age of 18 years to enter, be or dance in any public dance hall, public dance, or club dance unless the minor is accompanied by his or her parent or legal guardian, or unless the minor is a member of a party which is chaperoned by the parent or legal guardian of at least one member of the party. It is unlawful for the proprietor or person in charge of any public dance, public dance hall or club dance to permit any such minor to enter, be or dance in any such dance hall, public dance or dance club, during the time that dancing is in progress, unless so accompanied or chaperoned. It shall not be unlawful for any minor person under the age of 18 years to be in a bona fide hotel, cafe, or other place where meals are regularly served, and where a public dance is being held, in the event that such minor does not participate in the dancing therein.
(Ord. 18 § 2, 2008, RCC § 5.20.080)

§ 5.24.090. Hours of dance restricted.

No dance shall be conducted on any day between the hours of 2:00 a.m. and 6:00 a.m.
(Ord. 18 § 2, 2008, RCC § 5.20.090)

§ 5.24.100. Illumination of dance hall.

All public dance halls or places where public or club dances are held must at all times when open for dancing therein, or when dancing is being held therein, be brightly lighted throughout and the volume of illumination must not vary during the time such dance hall or public dance is open to the public or such club is open to its members or guests.
(Ord. 18 § 2, 2008, RCC § 5.20.100)

§ 5.24.110. Intoxicated persons not permitted.

It is unlawful for any person in charge or assisting in the conduct of any public dance hall or any public dance or club dance to permit any intoxicated, boisterous or disorderly person to enter, be or remain in, or to assist in any such public dance hall, public dance or club dance; and it is unlawful for any person in an intoxicated condition to enter or remain in any public dance hall, public dance or club dance, or for any person to conduct himself or herself in a boisterous or disorderly manner in a public dance hall, public dance or club dance.
(Ord. 18 § 2, 2008, RCC § 5.20.110)

§ 5.24.120. Dance instructors—Restrictions.

A. It is unlawful for any person, firm or corporation conducting, maintaining or carrying on a

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public dance hall, public dance or club dance, or having charge or control thereof, to permit any instructor who is under the age of 21 years to give instructions in dancing to persons of the opposite sex in any private room or booth in such public dance hall, public dance or club dance.

B. For the purpose of this section the term "private room or booth" shall include any room, booth, alcove or enclosure, every part of which is not clearly visible at all times from the main dance floor located upon the same floor upon which such private room or booth is located.

C. Providing that nothing in this section contained shall be deemed or construed as applying to any place wherein classic dancing is the principal subject taught.

(Ord. 18 § 2, 2008, RCC § 5.20.120)

§ 5.24.130. Paid dancing partners unlawful.

It is unlawful conducting, maintaining or carrying on any public dance hall, public dance or club dance to employ male or female persons for a salary per diem, or on commission, or for anything of value directly or indirectly, to act as dancing partners of the patrons, visitors or guests of any such public dance hall, public dance or club dance.

(Ord. 18 § 2, 2008, RCC § 5.20.130)

§ 5.24.140. Promulgation of rules and regulations—Chief of Police authority.

Subject to review by the City Council, the Chief of Police may make reasonable rules and regulations governing the conduct and operation of any public dance. He or she may, if he or she deems it necessary, require that the licensee employ and have present at all times during the public dance an attendant.

(Ord. 18 § 2, 2008, RCC § 5.20.140)

§ 5.24.150. Security personnel.

The Chief of Police shall determine the necessity for the attendance of security personnel to preserve order at each public dance. If the Chief determines that such attendance is necessary, he or she shall assign one or more police officers to be in continuous attendance at such dance unless he or she determines that other security personnel can adequately preserve order at such dance. If the Chief determines that other security personnel can adequately preserve order at such dance he or she shall require that one or more security personnel be in continuous attendance at such dance. The presence of one or more police officers or other security personnel at any public dance shall not relieve the licensee of any existing obligation to maintain order.

(Ord. 18 § 2, 2008, RCC § 5.20.150)

§ 5.24.160. Chapter provisions optional when.

This chapter shall not apply to any dance conducted by the City, any public or private school, or any established or recognized youth organization under active adult sponsorship, permanently located within the City, as a part of its recreation program or for the exclusive participation of its duly registered pupils or members, including adult sponsors; however, any such organization may elect to apply for a permit and to have one or more police officers present, in which event it shall pay the fees prescribed by this chapter.

(Ord. 18 § 2, 2008, RCC § 5.20.160)

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§ 5.24.170. Violation—Penalty.

A. It is unlawful for any person to violate any provision of this chapter. Any person violating any provision of this chapter shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted.

B. Any person so convicted shall be: (1) guilty of an infraction offense and punished by a fine not exceeding $100.00 for a first violation; (2) guilty of an infraction offense and punished by a fine not exceeding $200.00 for a second violation. The third and any additional violations shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding $1,000.00 or six months in jail, or both. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor. Payment of any penalty herein shall not relieve a person from the responsibility for correcting the violation.

(Ord. 18 § 2, 2008, RCC § 5.20.170)

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CHAPTER 5.28
FORTUNETELLING AND SIMILAR ACTIVITIES

§ 5.28.010. Findings.

A. The City finds that the regulation of the practice of fortunetelling is a matter of public concern.

B. The City finds that the peace and safety of its citizens is served by regulating the practice of fortunetelling.

C. The adoption of the ordinance codified in this chapter is in consideration of the findings as are enumerated in subsections A and B of this section.

(Ord. 18 § 2, 2008, RCC § 5.24.010)

§ 5.28.020. Definitions.

Whenever in this chapter the following terms are used, they shall have the meanings respectively ascribed to them in this section.

"Chief of Police" means the Police Chief of the City or his/her designated representative.

"Establishment" means the premises, location or place advertised or used or proposed to be used for the practice of fortunetelling in exchange for payment.

"Fortuneteller" means any person who advertises by sign, circular, handbill, newspaper, periodical, magazine or any other means whatsoever the practice of fortunetelling, or who engages in the practice of fortunetelling for payment and shall include any person who advertises or practices as a psychic or spiritual reader or spiritual counselor.

"Fortunetelling" means the telling of fortunes and forecasting of futures by means of the occult, psychic power, faculty, force, clairvoyance, clairaudience, cartomancy, numerology, hypnosis, phrenology, spirits, tea leaves or other such reading, mediumship, seership, augury, astrology, palmistry, necromancy, mindreading, telepathy, or other craft, art, science, cards, talisman, charm, potion, magnetism, magnetized article or substance, cunning or foresight, crystal gazing, mysteries or magic of any kind or nature, when such is performed in exchange for payment.

"Payment" means a fee, reward, donation, gratuity, loan, compensation or the receipt of anything of value in exchange for the practice of fortunetelling.

"Person" means any individual, firm, partnership, joint venture, corporation, association, club or organization.

(Ord. 18 § 2, 2008, RCC § 5.24.020)

§ 5.28.030. License requirement.

A. No person shall conduct, own, operate or advertise for an establishment in the City of Wildomar in which the practice of fortunetelling is carried out, if such person does not hold a valid license issued pursuant to this chapter.

B. No person shall engage in or hold himself or herself out as engaged in the practice of fortunetelling in the City if such person does not hold a valid license issued pursuant to this chapter.

C. No person shall employ in return for payment any person who practices fortunetelling or

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who offers to or solicits to perform fortunetelling or who holds himself or herself out to be a fortuneteller, if such person does not hold a valid license issued pursuant to this chapter.

D. Each and every person engaged or who proposes to engage in the practice of fortunetelling shall obtain a separate and individual application for license pursuant to this chapter as set forth in this section and shall pay the separate and individual application and renewal fees therefor. This shall include persons who engage in the practice of fortunetelling under one common establishment.

E. No license shall be issued pursuant to this chapter to any individual under the age of 18 years.

F. No license issued pursuant to this chapter, whether original or a renewal, shall be transferable to a person other than the person to whom issued.

G. All licenses and fees required by this chapter shall be in addition to any license, permit or fee required by any applicable provision of any statute, regulation, code or other ordinance.

(Ord. 18 § 2, 2008, RCC § 5.24.030)

§ 5.28.040. Exemptions from license requirement.

This chapter shall not apply to:

A. Any person solely by reason of the fact that he or she is in the business of entertaining the public by demonstrations of mind reading, mental telepathy, thought conveyance, or the giving of horoscopic readings, at public places and in the presence of and within the hearing of other persons and at which no questions are answered, as part of such entertainment, except in a manner to permit all persons present at such public place to hear such answers, when not conducted in connection with the business of fortunetelling;

B. Any person who conducts or participates in any religious ceremony or service when such person holds a certificate of ordination as a minister, missionary, medium, healer or clairvoyant from any bona fide church or religious association maintaining a church and holding regular services, and having a creed or set of religious principles that is recognized by all churches of like faith, provided that any and all fees, gratuities, donations, emoluments and profits thereof shall be regularly accounted for and paid solely to or for the benefit of the church or religious association.

(Ord. 18 § 2, 2008, RCC § 5.24.040)

§ 5.28.050. Land use and building and safety requirements.

Every person who engages in fortunetelling and who holds a license issued pursuant to this chapter shall maintain a fixed establishment for the practice, and shall conduct the practice only on the premises of such fixed establishment and such person and establishment shall comply in full with the applicable provisions of Title 17 of this Code as well as all other applicable land use, building, fire, health and safety statutes, regulations, codes and ordinances. Failure or refusal to so comply shall be grounds for the denial of an application for license under this chapter, or as appropriate, the suspension or revocation of a license issued pursuant to this chapter.

(Ord. 18 § 2, 2008, RCC § 5.24.050)

§ 5.28.060. License application, fees and other requirements.

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A. An application for a license pursuant to this chapter shall be made to the Chief of Police on forms to be provided by the Chief. The license application, when completed by the applicant, shall contain the following information submitted under penalty of perjury:

1. The full name, present residence and business addresses and the present residence and business telephone numbers of the applicant;

2. Any and all maiden, fictitious or other names ever used by the applicant;

3. All residence and business addresses of the applicant for a five-year period prior to the date of application;

4. The birth date and place of birth of the applicant;

5. The Social Security number and California Driver's License or California Identification Card number, or other government-issued identifying item deemed satisfactory for such purpose by the Chief of Police;

6. The applicant's height, weight, hair and eye color, and a description of all distinguishing marks, scars and tattoos borne by the applicant;

7. The business, occupation and employment history of the applicant for a period of five years prior to the date of application;

8. The name or names under which the applicant proposes to or does conduct the practice of for-tunetelling and the telephone number of the premises where such activity is to be carried on;

9. The name or names, both true and fictitious, and addresses, of any and all persons holding any interest or having any involvement in the establishment wherein the applicant proposes to or does conduct the practice of fortunetelling;

10. A statement of any and all criminal convictions, except minor traffic infractions, of the applicant, including the nature of such convictions, the date and place they occurred and the sentences therefor;

11. A listing of all fortunetelling and similar licenses or permits currently and previously held by the applicant and information as to whether any such license or permit has ever been suspended or revoked or an application for such license or permit denied, and the details of such suspension, revocation or denial, including but not limited to the date, place and reasons therefor;

12. The names and addresses of three persons who have known the applicant for at least three years and who will serve as character witnesses for the applicant;

13. Such other identification and information as the Chief of Police may, in his or her discretion, deem necessary to discover and establish the validity of the material hereinabove specified as required to be set forth in the application.

B. In addition to the completed application as specified in subsection A of this section, each applicant shall submit to the Chief of Police, contemporaneously with the completed application, the following:

1. A California Driver's License or California Identification Card, or other valid

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documentary evidence satisfactory to the Chief of Police, of the age and identity of the applicant. To be satisfactory, this documentary evidence of age and identity shall be of official issue of some governmental agency, be currently valid, and contain a photograph of the applicant, the applicant's signature, and information respecting the applicant's weight, height, color of eyes and hair, sex, age and date of birth. Birth certificates shall not be considered satisfactory evidence of age or identity;

2. A nonrefundable application fee consisting of the sum of $130.00 plus such sum as is currently charged by the Department of Justice of the State of California for a fingerprint check of an individual.

C. At the time of the submission of the application and the other items as specified in subsections A and B of this section, each applicant shall submit to the following:

1. A photograph of the applicant, to be taken by the Chief of Police;

2. Fingerprints of the applicant, to be taken by the Chief of Police.

(Ord. 18 § 2, 2008, RCC § 5.24.060)

§ 5.28.070. Investigation.

A. Upon compliance with all of the requirements of Sections 5.28.050 and 5.28.060, the Chief of Police shall conduct and complete an investigation of the moral character and reliability of the applicant and shall either grant or deny the license within a period of 30 days after the submission of the completed application and the other items required by Section 5.28.060.

B. Where the Chief of Police determines that good cause exists therefor, the Chief may extend the period of investigation for a period of time not to exceed 30 days; provided, that the applicant is notified, in writing, that the investigation has not been completed and that the time has been extended and the duration of and reason for such extension.

(Ord. 18 § 2, 2008, RCC § 5.24.070)

§ 5.28.080. Term of license and renewal.

A. Licenses issued pursuant to this chapter shall be valid for a period of one year from the date of issuance.

B. A valid license may be renewed for a period of one year upon written application to the Chief of Police made not later than 15 days after the date of expiration of the current license. Said renewal application shall be accompanied by a nonrefundable renewal fee in the amount of $100.00.

(Ord. 18 § 2, 2008, RCC § 5.24.080)

§ 5.28.090. Denial of license application.

A. The Chief of Police shall not grant any application nor issue any license or any renewal thereof pursuant to this chapter where any of the following occurs with respect to the particular application.

1. The applicant fails or refuses to furnish the information or other items required by Section 5.28.060 or the applicant submits false or misleading information or items;

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2. The fortunetelling establishment does not comply with all of the applicable land use, building, fire, health and safety statutes, regulations, codes and ordinances;

3. Upon receipt by the Chief of Police of evidence satisfactory to the Chief that the applicant has been convicted of or has entered a plea of guilty or nolo contendere to any violation of any provision of this chapter or any other statute, regulation, code or ordinance relating to morals, theft, fraud or narcotics or other controlled substance, unless the Chief finds that the subject offense occurred more than five years prior to the date of application.

B. Notice of denial of an application for a license pursuant to this chapter or a renewal thereof shall be given to the applicant, in writing, and shall specify the grounds for such denial. Such notice shall be deemed to have been served upon personal delivery to the applicant, or five days from the date such notice is deposited in the United States mail with prepaid postage affixed thereon and addressed to the applicant at his or her last known address.

(Ord. 18 § 2, 2008, RCC § 5.24.090)

§ 5.28.100. Suspension and revocation of license.

A. The Chief of Police shall revoke any license issued pursuant to this chapter upon any grounds for which he or she may have denied the application for the license or upon the conviction of or upon the entry of a plea of guilty or nolo contendere for any violation of any provision of this chapter or where the operation of the establishment or the licensee's conduct of fortunetelling does not comport with the peace, health, safety or general welfare of the public.

B. The Chief of Police may suspend any license for a period up to 90 days, upon any grounds for which he or she may have denied the application for the license or upon the conviction of or upon the entry of a plea of guilty or nolo contendere for any violation of any provision of this chapter or where the operation of the establishment or the licensee's conduct of fortunetelling does not comport with peace, health, safety or general welfare of the public; provided, however, that the sole purpose of such suspension shall be to afford the licensee an opportunity to correct or remedy the grounds upon which such suspension is based. In the event the grounds are not so remedied within the time afforded by the suspension, or where the Chief of Police determines that such remediation cannot or will not occur in a timely manner, the Chief shall have discretion to terminate the suspension forthwith and revoke the subject license.

C. To revoke or suspend a license issued pursuant to this chapter, the Chief of Police shall serve upon the licensee a notice, in writing, of such suspension or revocation, specifying the grounds for such suspension or revocation and in the case of suspension, the duration of such suspension. Such notice shall be deemed to have been served upon personal delivery to the licensee, or five days from the date such notice is deposited in the United States mail with prepaid postage affixed thereon and addressed to the licensee at his or her last known address.

D. A revoked permit shall be surrendered to the Chief of Police not later than 10 days following receipt by the licensee of notice of revocation.

E. A licensee whose license has been revoked may not re-apply for a new license pursuant to this chapter for a period of one year from the date of revocation unless the City Council,

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upon the written request of the licensee and for good cause shown, shall determine that some shorter period shall apply. Such request shall be made in conjunction with and as part of an appeal pursuant to Section 5.28.110 and the procedural provisions of Section 5.28.110 shall be applicable thereto.

(Ord. 18 § 2, 2008, RCC § 5.24.100)

§ 5.28.110. Appeals from suspensions and revocations of licenses and denials of license applications.

Within 30 days of the service of notice of suspension or revocation of a license issued pursuant to this chapter or a notice of denial of an application for a license pursuant to this chapter or renewal thereof, the licensee or applicant may appeal the suspension, revocation or denial by filing a notice of appeal, in writing, with the City Clerk. The notice of appeal shall set forth the reason or reasons the appellant believes the suspension, revocation or denial is improper. The Clerk shall give written notice to the appellant of the time and place of the appeal hearing, said notice to be given in the manner specified in Sections 5.28.090 and 5.28.100 for the service of notices of suspension, revocation and denial. The appeal shall be heard by the City Council and such hearing shall be scheduled by the City Clerk for a time not later than 30 days from the receipt by the Clerk of the notice of appeal, except that upon a request made prior to the hearing, in writing, and directed to the Clerk, the hearing may be continued to a later date. The City Council may, after hearing the appeal, affirm, amend or reverse the suspension, revocation or denial, and may take such other action as it deems appropriate. In conducting the appeal hearing, the Council shall not be bound by the formal rules of evidence. To be admissible, evidence shall be of the type upon which responsible persons are accustomed to rely in the conduct of serious affairs.

(Ord. 18 § 2, 2008, RCC § 5.24.110)

§ 5.28.120. Notification of changes.

A. Any person who holds a valid license issued pursuant to this chapter or whose application for a license under this chapter is pending, shall report to the Chief of Police, in writing, of any change in the ownership of the establishment owned or operated by such person or where such person is employed in an establishment, any change in the geographical location of such establishment, or any material change in any of the information contained in the license application or the application for renewal thereof. Such report shall be made not later than 10 days after the licensee or applicant learns of such change.

B. Such change shall be approved by the Chief of Police upon his or her determination that the provisions of this chapter and all other applicable statutes, regulations, codes and ordinances have been fully met and upon the payment by the licensee or applicant of a non-refundable change fee in the amount of $50.00.

C. Failure to make such report as required by this section, shall be grounds for the suspension or revocation of a license issued pursuant to this chapter or the denial of an application for a license or the renewal thereof pursuant to this chapter.

(Ord. 18 § 2, 2008, RCC § 5.24.120)

§ 5.28.130. Display of license.

A license issued pursuant to this chapter to a fortuneteller or to a person who owns, operates, conducts or maintains an establishment shall be prominently displayed at the establishment thus

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licensed and at such establishment where the person thus licensed engages or proposes to engage in fortunetelling.
(Ord. 18 § 2, 2008, RCC § 5.24.130)

§ 5.28.140. Hours permitted.

It is unlawful to keep open to the public any establishment or to conduct any fortunetelling activity on any day of the week between the hours of 12:00 midnight and 7:00 a.m.
(Ord. 18 § 2, 2008, RCC § 5.24.140)

§ 5.28.150. Records.

Every person operating an establishment under a license issued pursuant to this chapter shall keep accurate business records. These records shall be maintained and open for inspection for a period of three years and shall be kept on the premises of the establishment. Failure or refusal to keep and maintain such records as provided herein shall be grounds for the suspension or revocation of a license issued pursuant to this chapter.
(Ord. 18 § 2, 2008, RCC § 5.24.150)

§ 5.28.160. Inspections.

The Chief of Police shall have the right to enter the establishment from time to time as deemed appropriate by the Chief and not less than once per year for the purpose of conducting therein a reasonable inspection to insure that all of the applicable provisions of law are being complied with therein. Such inspections shall be made during reasonable hours, and such inspections may, in the discretion of the Chief of Police, be made without prior notice to the owner or operator of the establishment. As a condition of the issuance of a license pursuant to this chapter, each owner and operator of an establishment shall agree to allow such entry and inspection and such agreement shall be made a part of the license application. Failure or refusal on the part of the owner or operator of an establishment to allow such inspection shall be grounds for denial of an application for a license pursuant to this chapter or for suspension or revocation of a license issued pursuant to this chapter.
(Ord. 18 § 2, 2008, RCC § 5.24.160)

§ 5.28.170. Adjustments of fees.

All of the fees set forth in this chapter shall be in effect until the City Council shall, by resolution, fix some other fees upon the basis of a cost-analysis as determined by the City Auditor-Controller.
(Ord. 18 § 2, 2008, RCC § 5.24.170)

§ 5.28.180. Violations—Penalties.

Any person who violates any provision of this chapter shall be guilty of an infraction, except that where a person has been convicted of such violation three or more times within a 24-month period immediately preceding the commission of a violation of any provision of this chapter, such person may, at the option of the prosecuting authority, be guilty of a misdemeanor. If convicted of an infraction hereunder, the offense shall be punishable by: (1) a fine not exceeding
$100.00 for the first violation; (2) a fine not exceeding $200.00 for the second violation within one year; (3) a fine not exceeding $300.00 for each additional violation within one year. If convicted of a misdemeanor hereunder, the offense shall be punishable by a fine not to exceed

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$1,000.00 or by imprisonment for a period of not more than six months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.
(Ord. 18 § 2, 2008, RCC § 5.24.180)

§ 5.28.190. Other remedies.

The provisions of Section 5.28.180 are to be construed as added remedies and not in conflict or derogation of any other actions or proceedings or remedies otherwise provided by law.
(Ord. 18 § 2, 2008, RCC § 5.24.190)

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CHAPTER 5.32
GARAGE SALES

§ 5.32.010. Garage sale defined.

As used in this chapter "garage sale" means the sale, or offering for sale, of personal property in, at or upon any property used or occupied for residential purposes. Garage sales shall include, but not be limited to, any yard sale, home sale, patio sale, or any other sale similarly conducted on any property used or occupied for residential purposes.
(Ord. 18 § 2, 2008, RCC § 5.28.010)

§ 5.32.020. Unauthorized sales prohibited.

No person, firm, association or corporation shall sell, offer for sale, or assist in the sale of personal property to the general public at a garage sale except as permitted by this chapter.
(Ord. 18 § 2, 2008, RCC § 5.28.020)

§ 5.32.030. Exemptions.

The provisions of this chapter shall not apply to the following:

A. Sales by charitable or religious organizations when the sale proceeds are used solely for charitable or religious purposes;

B. Sales conducted pursuant to process or order of any court;

C. Sales where the sale is not to be conducted on a designated date or dates and the personal property offered for sale is not openly displayed to the public;

D. Sales otherwise expressly permitted by law.
(Ord. 18 § 2, 2008, RCC § 5.28.030)

§ 5.32.040. Frequency and time of sales limited.

No person, firm, association or corporation shall conduct more than three garage sales during any period of 12 consecutive months, nor shall more than three garage sales be conducted upon any lot or parcel of land during any period of 12 consecutive months. No garage sale shall be conducted between the hours of 8:00 p.m. to 8:00 a.m. or be conducted for longer than three consecutive days.
(Ord. 18 § 2, 2008, RCC § 5.28.040)

§ 5.32.050. Display.

All personal property offered for sale shall be arranged so that fire, police, health and other officials may have access for inspection at all times during the sale. Personal property offered for sale shall not be displayed or stored on adjoining public sidewalks, streets, or rights-of-way. (Ord. 18 § 2, 2008, RCC § 5.28.050)

§ 5.32.060. Signs.

A. No sign advertising a garage sale shall be posted, erected or maintained except on the premises where such sale is to be held. No more than one unlighted sign advertising a

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garage sale may be posted, erected or maintained on the premises where such sale is to be held; provided, however, that no such sign may be posted, erected or maintained on the public right-of-way. Any such sign posted, erected or maintained on the public right-of-way may be immediately and without notice removed by the road commissioner. The road commissioner may thereafter bill the responsible party for the reasonable costs of such removal.

B. No sign posted, erected or maintained as provided for in this section shall exceed four square feet in area. No such sign shall be maintained for a period of more than five days immediately preceding the lawful commencement of the garage sale. Each such sign shall be removed at or before the close of the last day on which the garage sale may be lawfully conducted.

(Ord. 18 § 2, 2008, RCC § 5.28.060)

§ 5.32.070. Violation—Penalty.

Any person, firm, association, or corporation violating any of the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine not exceeding $1,000.00 or by imprisonment for a term not exceeding six months, or by both such fine and imprisonment.

(Ord. 18 § 2, 2008, RCC § 5.28.070)

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CHAPTER 5.36
MASSAGE BUSINESSES

Note: Prior history: RCC §§ 5.32.050, 5.32.070 and 5.32.080.

§ 5.36.010. Definitions.

Whenever, in this chapter, the following terms are used, they shall have the meaning ascribed to them in this section unless it is apparent from the context thereof that some other meaning is intended.

"CAMTC" means the California Massage Therapy Council.

"City Manager" means the City Manager of the City of Wildomar or designee.

"Disqualifying conduct" means any of the following conduct:

1. Within five years of the date of filing of an application for a license or, in the case of revocation or suspension proceedings, within five years of the date of notice of a revocation or suspension hearing, the person has pleaded guilty or no contest to, or been convicted in a court of competent jurisdiction of:
    a. Any misdemeanor or felony offense which relates directly to the operation of a massage business; or
    b. Any felony the commission of which occurred on the premises of a massage business.
2. Within five years of the date of the filing of an application for a license or, in the case of revocation or suspension proceedings, within five years of the date of notice of a revocation or suspension hearing, the person has had any massage business license, or a similar license or permit, issued by any state, county or city revoked.
3. Within five years of the date of the filing of the application for a license, or in the case of revocation or suspension proceedings, within five years of the date of notice of a revocation or suspension hearing, the person has pleaded guilty or no contest to, or been convicted in a court of competent jurisdiction of:
    a. Any violation of Section 266(h), 266(i), 314, 315, 316, 318, or 647(a) or 647(b) of the California Penal Code;
    b. Conspiracy or attempt to commit any such offense; or
    c. Any offense in a jurisdiction outside the State of California which is the equivalent of any of the aforementioned offenses and contains all of the same elements.
4. The person is required to register under Section 290 of the California Penal Code.
5. The person has been subjected to permanent injunction against the conducting or maintaining of a nuisance under Sections 11225 through11235 of the California Penal Code or any similar provisions of law in a jurisdiction outside the State of California.

"License" means the license to operate a massage business as required by this chapter.

"Licensee" means a person who is issued a massage business license under this chapter.

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"Massage" means the scientific manipulation of the soft tissues, including, without limitation, any method of pressure on, or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating the external parts of the human body by any physical or mechanical means, with or without such supplementary aids as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment or other similar preparations. Where applicable, this definition of "massage" may include alternative modalities and techniques including, but not limited to, Reiki, reflexology, applied kinesiology, hypnotherapy, polarity therapy, positional release (strain counter strain), Alexander technique, Bowen therapy, Feldenkrais Method, Hellerwork, energy balancing, Trager therapy, aromatherapy and essential oil therapy.

"Massage business" means a fixed location where any person performs, or permits to be performed, massage for consideration.

"Massage technician" means any person who, for consideration, administers to another person a massage and who is certified by the CAMTC as a "massage therapist" or "massage practitioner," as those terms are defined in Business and Professions Code Section 4601.

"Outcall massage business" means a massage business that does not operate from a fixed location.

"Person" means any individual, firm, partnership, joint venture, corporation, association, club or organization.

"Practice of massage" means the performance of massage for compensation.
(RCC § 5.32.010; Ord. 18 § 2, 2008; Ord. 110 § 1, 2016)

§ 5.36.020. License required to conduct massage business.

A. No person shall conduct a massage business in the City unless such person is 18 years of age or older, has obtained a business registration pursuant to Chapter 5.68 of this Code, and possesses a valid massage business license.

B. No person shall conduct an outcall massage business in the City unless such person is 18 years of age or older, has obtained a business registration pursuant to Chapter 5.68 of this Code, and is certified by the CAMTC as a massage therapist or massage practitioner.

(RCC § 5.32.020; Ord. 18 § 2, 2008; Ord. 110 § 1, 2016)

§ 5.36.030. Exemptions.

The provisions of this chapter shall not apply to:

A. Any school approved by the CAMTC as meeting the minimum standards for training and curriculum in massage and related subjects, as defined in Business and Professions Code Section 4601(a).

B. Trainers for any amateur, semi-professional or professional athlete or athletic team or school athletic program.

C. Licensed hospitals and nursing homes.

D. Other licensed medical facilities in which massage is performed as a prescribed treatment only on patients of the medical facility.

E. Barbershops, beauty shops and nail salons provided that any massage services performed

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or provided are incidental or accessory to the hair and nail services offered and within the scope of any barber's, beautician's, or manicurist's California license.

(RCC § 5.32.030; Ord. 18 § 2, 2008; Ord. 110 § 1, 2016)

§ 5.36.040. Massage business operating requirements.

A massage business shall meet the following minimum requirements:

A. Conduct, or otherwise operate, a massage business only between the hours of 7:00 a.m. and 10:00 p.m.;

B. Post a list of services available, described in readily understandable language, and the cost of such services in a conspicuous place on the premises in which the massage business is located;

C. Only persons certified as a massage practitioner or massage therapist by the CAMTC shall be permitted to engage in the practice of massage within a massage business;

D. Display the massage business license, and a copy of the CAMTC certificate of each massage technician that engages in the practice of massage therein, in a conspicuous place in the premises in which the massage business is located;

E. Maintain a record which includes the date and time of each massage, the name and address of the patron, the name of the person administering such massage and the type of massage given. Such records shall be made available, upon request, for inspection by the City Manager. The information contained in such records shall be confidential;

F. Provide a minimum of one toilet and wash basin facility. Each wash basin shall be provided with soap or detergent and single service towels placed in permanently installed dispensers. A trash receptacle shall be provided in each room where such facilities are located;

G. Maintain lighting intensity of not less than 70-footcandle power at floor level in any public room, enclosure, or hallway and in each private room or enclosure where massages are administered;

H. Maintain walls, ceilings, floors, pools, showers, bathtubs, water basins, toilets, wet and dry heat rooms, steam or vapor rooms and cabinets and all other facilities in good repair and in a clean and sanitary condition. Showers, water basins, toilets, wet and dry heat rooms, steam or vapor rooms, and cabinets and compartments shall be thoroughly cleaned at least once each day the massage business is in operation. Bathtubs shall be thoroughly cleaned after each use;

I. Provide clean and sanitary towels, sheets and linens for each patron. No common usage of towels, sheets and linens shall be permitted. Towels, sheets and linens shall be provided in sufficient quantity and shall not be used by more than one person unless such towels, sheets and linens have been relaundered. Heavy white paper may be substituted for sheets; provided, however, that such paper is used only for one person and then discarded into a sanitary receptacle. Separate closed cabinets or containers shall be provided for the storage of clean and soiled towels, sheets and linens, and such cabinets or containers shall be plainly marked: "clean linen" and "soiled linen";

J. Provide disinfecting agents and sterilizing equipment sufficient to assure the cleanliness and safe condition thereof for any instruments used in the performance of any massage and

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such instruments must be disinfected and sterilized after each use;

K. Provide a massage table or chair in each room or enclosure where massage is performed. All sides of the table or chair must be positioned at least two feet from the nearest wall to allow access to the table on all sides. Foam pads at least two inches thick with a minimum width of two feet and a maximum width of four feet may be used on a massage table, provided that such pads are covered with durable, washable plastic or other waterproof material;

L. All exterior doors to the massage business shall remain unlocked during business hours, except that exterior doors may be locked if the massage business is owned by one person with one or no employees or independent contractors;

M. Massage technicians practicing massage within the massage business shall be clothed in a manner that is consistent with the requirements of Business and Professions Code Section 4609(a)(10) while engaged in the practice of massage or visible to clients of the massage business.

(RCC § 5.32.040; Ord. 18 § 2, 2008; Ord. 110 § 1, 2016)

§ 5.36.050. Application for massage business license and renewals.

A. Applications for a massage business license, or for a renewal of such license, shall be filed with the City Manager on forms prescribed by the City, and shall be signed under penalty of perjury. The City Council may establish by resolution fees for initial and renewal applications to defray the cost of processing each such applications. The application shall include all of the following information:

1. The location, mailing address and all telephone numbers of the massage business.

2. A site plan depicting the building or unit proposed for the massage business and a dimensional interior floor plan depicting how the massage business will comply with all applicable requirements of this chapter.

3. A description of the type of ownership of the massage business.

a. If the applicant is a corporation, the application must state the name of the corporation exactly as shown in its articles of incorporation, the date of incorporation and the names and residence addresses of each of the officers and directors of such corporation and of each stockholder owning more than 10% of the stock of the corporation, and the address of the corporation itself, if different from the address of the massage business.

b. If the applicant is a partnership, the names and addresses of each of the partners including limited partners, and the address of the partnership itself, if different from the address of the massage business must be provided.

c. An applicant corporation or partnership must designate one of its officers or partners to act as the responsible officer and such designated person must sign all application forms required of an individual applicant. Such responsible officer must at all times meet the requirements set forth in this chapter, or the license will be suspended until a new responsible officer who meets all such requirements is designated.

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4. The following personal information:

   a. Name and residence address of each applicant.

   b. The two previous residential addresses immediately prior to the present address of the applicant.

   c. Proof that the applicant is at least 18 years of age.

   d. The applicant's height, weight, color of eyes and hair, and sex.

   e. Photo identification which may be either a driver's license, State issued identification card, or passport.

   f. Upon submission of the initial license application: three portrait photographs of the applicant at least two inches by two inches and a complete set of the applicant's fingerprints. If the applicant is a corporation, three portrait photographs at least two inches by two inches of all officers and managing agents of such corporation and a complete set of the same officers' and agents' fingerprints. If the applicant is a partnership, three portrait photographs at least two inches by two inches in size of each partner, including a limited partner in such partnership, and a complete set of each partner's or limited partner's fingerprints. All sets of fingerprints must be taken by the city's law enforcement agency.

   g. Business, occupation, or employment of the applicant for the three years immediately preceding the date of application.

   h. The massage or similar business license history of the applicant. Such information must include a statement as to whether or not such person, in operating a massage business under a permit or license, has had such permit or license revoked or suspended and the reasons for such revocation or suspension. Such information must also include the business, activity or occupation the license applicant engaged in subsequent to such action of revocation or suspension.

   i. All criminal convictions other than misdemeanor traffic violations, including the dates of convictions, nature of the crimes and place convicted, and full statement of the disposition of all such actions.

5. The hours of operation and a detailed description of all services to be provided at the massage business. If the list of services required to be posted under this chapter will be in any language other than in English, such list must accompany the application for a license, and a translated copy of the list must also be submitted in English.

6. The name and address of any massage business owned or operated by any applicant.

7. A description of any other business to be operated on the same premises or on adjoining premises owned or controlled by the applicant.

8. Proof of consent to the operation of a massage business by the property owner or the owner's authorized agent. Continuing proof of such consent is also required at the time of license renewal.

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9. Authorization for the City and its agents to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the license and to inspect the premises of the proposed massage business.

10. Such other information as may reasonably be deemed necessary by the City Manager.

11. A dated statement signed by the applicant certifying under penalty of perjury that the information contained in the application is true and correct.

B. All licenses shall be valid for a period of one year following issuance. Applications for renewal thereof shall be filed no more than 60 days and no less than 30 days prior to the expiration of such period. No application for renewal shall be filed with, or accepted by, the City Manager after the expiration of such period.

C. Upon receipt of an application for a massage business license or renewal thereof, the City Manager shall cause an inspection to be made of the premises within which a massage business is to be conducted within 20 days to ascertain if such premises are in compliance with the provisions of this chapter, other applicable ordinances of the City and the laws of the State of California. If such premises are not in compliance, the City Manager shall notify the applicant, in writing, of the deficiencies, and shall cause the re-inspection of such premises to be made upon written request by the applicant; provided, however, that such request for re-inspection is made within 30 days after notice of noncompliance has been given by the City Manager.

D. Upon receipt of an application for a massage business license or renewal thereof, the City Manager shall investigate the truth of the matters set forth in the application and may cause an inspection of the premises to be conducted. The City Manager may make inquiries to any office or City department and to any federal, state or local agency which the City Manager deems essential to carry out a proper investigation of the applicant.

(RCC § 5.32.060; Ord. 18 § 2, 2008; Ord. 110 § 1, 2016)

§ 5.36.060. Grounds for denial, suspension or revocation of a license.

A. The City Manager may deny an application for any massage business license, or renewal thereof, if he or she finds:

1. That the applicant has knowingly made any false, misleading or fraudulent statement of a material fact in the application or any document in connection therewith;

2. That the applicant has engaged in disqualifying conduct;

3. That the massage business premises are not in compliance with the provisions of this chapter, other applicable ordinances of the City, and the laws of the State of California; or

4. That the applicant is less than 18 years of age.

B. The City Manager may suspend or revoke a massage business license if he or she finds:

1. That the licensee has violated any of the provisions, or failed to comply with any of the requirements, of this chapter;

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2. That the licensee has engaged in disqualifying conduct;

3. The licensee has engaged in fraud, misrepresentation or made a false statement in connection with the operation of the massage business;

4. The licensee has continued to operate the massage business after the license has been suspended;

5. A person has engaged in the practice of, or offered to engage in the practice of, massage at the licensee's massage business who does not have a valid massage practitioner or massage therapist certification from the CAMTC;

6. A person has engaged in disqualify conduct at the licensee's massage business.

(RCC § 5.32.090; Ord. 18 § 2, 2008; Ord. 110 § 1, 2016)

§ 5.36.070. Appeal.

If, after an investigation, the City Manager proposes to suspend or revoke a license or deny an application for such license, he or she shall prepare a notice of such intention setting forth the reasons therefor, and such notice shall be served personally on the licensee or applicant, or sent by registered or certified mail, postage prepaid, return receipt requested, to the licensee's or applicant's address as provided in the application. The notice shall set a date, time and place for a hearing relative to such suspension, revocation or denial before the City Manager, which date shall be not less than 10 days after service of the notice. Unless the licensee or applicant requests to be heard at the time and place specified in such notice within seven days after service thereof, the proposed decision set forth in the notice shall be final as of the date set for hearing by such notice. If a hearing is requested and the City Manager decides to suspend or revoke the license, or deny the application, the licensee or applicant may appeal the decision by filing with the City Clerk, within 10 days after the date of such decision, a written notice of appeal briefly setting forth the reasons why such suspension, revocation or denial is not proper, otherwise such decision shall be final. The City Clerk shall give written notice of the time and place of the hearing to the appellant. Such appeal shall be heard by the City Council which may affirm, amend or reverse the decision or take such other action as it deems appropriate. In conducting the hearing, the Council shall not be limited by the technical rules of evidence.

(RCC § 5.32.100; Ord. 18 § 2, 2008; Ord. 110 § 1, 2016)

§ 5.36.080. Inspection.

The City Manager may, from time to time, cause an inspection to be made of the premises and facilities of each massage business located within the City of Wildomar to ensure compliance with this chapter.

(RCC § 5.32.110; Ord. 18 § 2, 2008; Ord. 110 § 1, 2016)

§ 5.36.090. Licenses not transferable.

No license issued pursuant to this chapter shall be transferable from one person to another. A massage business license shall be issued for a specific location, and shall in no event be transferable from one location to another.

(RCC § 5.32.120; Ord. 18 § 2, 2008; Ord. 110 § 1, 2016)

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§ 5.36.100. Violations—Penalties.

Any person or licensee violating any of the provisions, or failing to comply with any of the requirements, of this chapter shall be guilty of a misdemeanor and upon conviction thereof, shall be punishable by a fine not to exceed $1,000.00 or imprisonment for a period of not more than six months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.
(RCC § 5.32.130; Ord. 18 § 2, 2008; Ord. 110 § 1, 2016)

§ 5.36.110. Other remedies.

The provisions of Section 5.36.100 are to be construed as added remedies and not in conflict or derogation of any other actions or proceedings or remedies otherwise provided by law.
(RCC § 5.32.140; Ord. 18 § 2, 2008; Ord. 110 § 1, 2016)

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CHAPTER 5.40
SEX-ORIENTED BUSINESSES

§ 5.40.010. Findings.

Prior to the adoption of the ordinance codified in this chapter, the City Council reviewed detailed studies prepared by other jurisdictions regarding the detrimental social and economic effects on persons and properties immediately surrounding established sex-oriented businesses. The studies reviewed included those prepared by the cities of Austin, Texas; Taylor, Michigan; Detroit, Michigan; Indianapolis, Indiana; Garden Grove, California; Los Angeles, California; Phoenix, Arizona; and the Report of the Minnesota Attorney General's Working Group on the Regulation of Sexually Oriented Businesses. Based on its review of such studies, the City Council believes the following statements to be true:

A. Sex-oriented businesses increase crime in general and sex-related crimes in particular;

B. Crime rates are higher in residential areas surrounding sex-oriented businesses than in commercial or industrial areas surrounding sex-oriented businesses;

C. Crime rates are higher in areas where sex-oriented businesses are closely situated to one another than in areas where sex-oriented businesses are separated from one another;

D. The presence of sex-oriented businesses in close proximity to residential areas has been shown to reduce property values in those areas;

E. The image of the City as a pleasant and attractive place to reside and to conduct business will be adversely affected by the presence of sex-oriented businesses in close proximity to residential uses, religious institutions, parks and schools;

F. Sex-oriented businesses should be regulated to prevent deterioration and/or degradation of the vitality of the community, but such regulations should give persons desiring to patronize such businesses an opportunity to do so; and

G. Sex-oriented businesses should be regulated through zoning or other mechanisms that will separate such businesses from those land uses with which they are incompatible.

(Ord. 18 § 2, 2008, RCC § 5.44.010)

§ 5.40.020. Intent.

A. It is the intent of this chapter to regulate sex-oriented businesses, to promote the health, safety and general welfare of the citizens of the City and to establish reasonable and uniform regulations to prevent the deleterious effects of sex-oriented businesses from occurring within the City.

B. It is neither the intent nor the effect of this chapter to impose limitations or restrictions on the content of any communicative material. Similarly, it is neither the intent nor the effect of this chapter to restrict or deny access by adults to sex-oriented materials or to deny access by the distributors or exhibitors of sex-oriented businesses to their intended market.

C. Nothing in this chapter is intended to authorize, legalize or permit the establishment, operation or maintenance of any business, building or use which violates any City ordinance or any statute of the State of California regarding public nuisances, unlawful or indecent exposure, sexual conduct, lewdness or obscene or harmful matter or the exhibition

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or public display thereof.
(Ord. 18 § 2, 2008, RCC § 5.44.020)

§ 5.40.030. Definitions.

For purposes of this chapter, the following words and terms shall have the following meanings:

"Chief of Police" means the Police Chief of the City or his/her designated representative.

"Individual viewing area" means a viewing area designed for occupancy by one person.

"Owner" or "permittee" means:

1. The sole proprietor of a sex-oriented business;

2. Any general partner of a partnership which owns and operates a sex-oriented business; or

3. Any officer of, or person with a 10% or greater interest in, a corporation which owns or operates a sex-oriented business.

"Premises" means the building occupied by a sex-oriented business, or the space in a building occupied by a sex-oriented business if the business does not occupy the entire building.

"Regular and substantial course of conduct" means:

1. Devoting more than 15% of total display area to the display of sex-oriented merchandise or sex-oriented material;

2. Presenting any type of live entertainment characterized by an emphasis on specified sexual activity or specified anatomical parts, or performers, models or employees appearing in public in lingerie on any four or more separate days within any 30-day period; or

3. Deriving at least 50% of gross receipts from the sale, trade, display or presentation of services, products, or entertainment which are characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical parts.

"School" means any child or day care facility, or an institution of learning for minors, whether public or private, offering instruction in those courses of study required by the California Education Code and maintained pursuant to standards set by the State Board of Education. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education, but it does not include a vocational or professional institution of higher education, including a community or junior college, college or university.

"Sex-oriented bookstore" means any establishment which as a regular and substantial course of conduct displays or distributes sex-oriented merchandise, books, periodicals, magazines, photographs, drawings, sculptures, motion pictures, videos, films, or other visual representations which are distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical parts.

"Sex-oriented business" means any establishment which as a regular and substantial course of conduct performs or operates as a sex-oriented bookstore, sex-oriented theater, sex-oriented motion picture arcade, sex-oriented cabaret, sex-oriented motel/hotel, or sells or distributes sex-oriented merchandise or sex-oriented material, or any other establishment which as a regular and substantial course of conduct offers to its patrons products, merchandise, services or entertainment which are distinguished or characterized by an emphasis on matter depicting,

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describing or relating to specified sexual activities or specified anatomical parts but not including those uses or activities, the regulation of which is preempted by state law. "Sex-oriented business" shall also mean any establishment which as a regular and substantial course of conduct provides or allows performers, models or employees to appear in any public place in lingerie.

"Sex-oriented cabaret" means a nightclub, bar, restaurant or similar establishment which features any type of live entertainment which is distinguished or characterized by its emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical parts.

"Sex oriented hotel/motel" means a hotel or motel which:

1. As a regular and substantial course of conduct provides to its patrons, through the provision of rooms equipped with closed-circuit television, video recorders or players or other medium, material which is distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical parts; or

2. Rents, leases or lets any room for less than a six-hour period, or rents, leases or lets any single room more than twice in a 24-hour period.

"Sex-oriented material" means any sex-oriented merchandise, or any book, periodical, magazine, photograph, drawing, sculpture, motion picture film, videotape recording, or other visual representation which is distinguished or characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical parts.

"Sex-oriented merchandise" means sex-oriented implements or paraphernalia, such as, but not limited to: dildos, auto sucks, sex-oriented vibrators, edible underwear, benwa balls, inflatable orifices, anatomical balloons with orifices, simulated or battery operated vaginas, and similar sex-oriented devices which are designed or marketed primarily for the stimulation of human genital organs or sadomasochistic activity.

"Sex-oriented motion picture arcade" means any establishment containing any manually operated, coin or slug operated, or electrically or electronically operated or controlled, still or motion picture or videotape machines, projectors, players or other image producing devices that are maintained to display images to five or fewer persons per machine or per viewing room at any one time when those images are distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical parts.

"Sex-oriented motion picture theater" means any business establishment which projects and presents motion pictures, videotape recordings, slide photographs, or other motion or still pictures which are distinguished or characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical parts.

"Sex-oriented theater" means a theater, concert hall, dance hall, auditorium, or similar establishment which features live performances which are distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical parts.

"Specified anatomical parts" means:

1. Less than completely and opaquely covered human genitals, pubic hair, buttocks, natal cleft, perineum, anal region, pubic hair region, or female breast below a point immediately above the top of the areola; or

2. Human male genitals in a discernibly turgid state, even if completely and opaquely

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covered.

"Specified sexual activities" means:

1. Actual or simulated: sexual intercourse, oral copulation, anal intercourse, oral-anal copulation, bestiality, masturbation, direct physical stimulation of unclothed genitals, flagellation or torture in the context of a sexual relationship, or the use of excretory function in the context of a sexual relationship; or any of the following depicted sexually oriented acts or conduct, whether actual or simulated: analingus, buggery, coprophagy, coprophilia, cunnilingus, fellatio, necrophilia, pederasty, pedophilia, sapphism, urophilia, zooerastia, zoophilia;

2. Clearly depicted human genitals in a state of sexual stimulation, arousal or tumescence;

3. Use of human or animal ejaculation;

4. Fondling or erotic or sexually oriented touching of human genitals, pubic region, buttocks, natal cleft, anal region or female breast;

5. Masochism; erotic or sexually oriented torture, beating or the infliction of pain;

6. Erotic or lewd touching, fondling, or other sexually oriented contact with an animal by a human being;

7. Human excretion, urination, menstruation, vaginal or anal irrigation; or

8. Striptease, or the removal of clothing, or the wearing of transparent or diaphanous clothing, including models appearing in lingerie, to the point where specified anatomical parts are exposed.

(Ord. 18 § 2, 2008, RCC § 5.44.030)

§ 5.40.040. Permit prerequisite—Application process.

A. It is unlawful for any person or entity to operate, engage in, conduct or carry on any sex-oriented business within the City unless the owner of the business first obtains, and continues to maintain in full force and effect, a sex-oriented business permit.

B. The owner of the proposed sex-oriented business shall be the only person eligible to obtain a sex-oriented business permit.

C. The following information and items shall be submitted to the Chief of Police by the owner at the time of applying for a sex-oriented business permit:

   1. A completed sex-oriented business permit application form signed by each of the following: the owner of the proposed sex-oriented business; the record owner of the property; and the sublessor, if the proposed sex-oriented business is a sublessee; all such signatures shall be notarized;

   2. A statement signed by the record owner of the property and the sublessor, if any, attesting under penalty of perjury that they were aware the proposed business was sex-oriented in nature during lease or sublease negotiations; all such signatures shall be notarized;

   3. A site plan designating the building and/or unit proposed for the sex-oriented business

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and a dimensional interior floor plan depicting how the business will comply with all applicable requirements of this chapter;

4. The information specified in Section 5.40.070 if the sex-oriented business in question is a sex-oriented motion picture arcade;

5. Any additional information the Chief of Police deems necessary;

6. A statement signed by the owner of the proposed sex-oriented business attesting under penalty of perjury to the truth and accuracy of the application and the information submitted therewith;

7. The appropriate nonrefundable processing fee which shall be one of the following amounts as determined by the Planning Director: $3,802.81 in the case of a new application whereby approval is sought to operate in a building not yet constructed or in an existing building that does not appear at the time of application to meet the policies, standards and regulations referenced in Section 5.40.060; $730.40 in the case of a new application whereby approval is sought to operate in an existing building that does appear at the time of application to meet the policies, standards and regulations referenced in Section 5.40.060; and $250.00 in the case of a renewal application. When a new application fee is paid, the Chief of Police shall retain $500.00 to cover its processing costs and shall forward the remainder to the Planning Department. When a renewal application fee is paid, the Chief of Police shall retain the entire amount.

D. Notwithstanding the above, no application for a sex-oriented business permit shall be accepted or processed for any business that has had a sex-oriented business permit revoked pursuant to Section 5.40.130 within the preceding three-year period.

(Ord. 18 § 2, 2008, RCC § 5.44.040)

§ 5.40.050. Permit approval—Standards.

A. The Chief of Police shall, within 45 business days of the filing of a complete permit application, approve and issue the sex-oriented business permit if the standards and requirements of this chapter have been met; otherwise, the permit shall be denied. Notice of the approval or denial of the permit shall be given to the owner in writing by first class mail, postage prepaid, deposited in the course of transmission with the United States Postal Service within three days of the date of such decision. The times set forth in this subsection shall not be extended except upon the written consent of the applicant. The decision of the Chief of Police shall be final.

B. The Chief of Police shall approve and issue a sex-oriented business permit if:

1. The sex-oriented business will be located in a zone permitting sex-oriented businesses as a use;

2. The sex-oriented business will not be located within 500 feet of any existing residence, whether such residence is within or outside the boundaries of the City;

3. The sex-oriented business will not be located within 500 feet of another sex-oriented business not located within the same premises and under the same ownership and control, whether such other business is within or outside the boundaries of the City;

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4. The sex-oriented business will not be located within 1,000 feet of any lot upon which there is located any religious institution, public park or school, whether such use is within or outside the boundaries of the City;

5. For the purposes of this subsection all distances shall be measured in a straight line, without regard to intervening structures or objects, from the nearest point of the premises where the sex-oriented business is conducted to the nearest existing residence, to the nearest point of the premises of any other sex-oriented business or to the nearest property line of any lot upon which is located a religious institution, public park or school;

6. The sex-oriented business will not be located, in whole or in part, within any portable structure;

7. The sex-oriented business will comply with the development standards of the applicable zone and with all applicable transportation, flood control, health, fire protection, grading, building, mechanical, plumbing and electrical policies, standards and regulations;

8. The sex-oriented business will not conduct or sponsor any special events, promotions, festivals, concerts or similar activities which would increase the demand for parking spaces beyond the approved number of spaces for the business;

9. The sex-oriented business will not conduct any massage, acupuncture, figure modeling, tattooing, acupressure or escort services and will not allow such activities on the premises;

10. The owner, manager or any other employee of the sex-oriented business has not, within the five-year period preceding the application date, been convicted of a felony or misdemeanor which is classified by the state as an offense involving a sexual crime against children, sexual abuse, rape, distribution of obscene material or material harmful to minors, prostitution or pandering, including, but not necessarily limited to the violation of any crime requiring registration under California Penal Code Section 290, or any violation of Penal Code Sections 234.3, 261, 261.35, 264.1, 266, 266a through 266k, inclusive,267, 286, 286.5, 288, 288a, 311 through 311.10, inclusive, 314, 315,316 or 647;

11. The owner or manager of the sex-oriented business is at least 18 years of age; and

12. The application and evidence submitted in support thereof are accurate and do not contain incorrect, false or misleading information.

(Ord. 18 § 2, 2008, RCC § 5.44.050)

§ 5.40.060. Permit requirements—Generally.

Any sex-oriented business which allows customers to remain on the premises while viewing any live, filmed or recorded entertainment, or to use or consume the products or services supplied on the premises, shall conform to the following requirements:

A. At least one security guard shall be on duty outside the premises, patrolling the grounds and parking areas, at all times while the business is open. If the occupancy limit of the premises is greater than 50 persons, an additional security guard shall be on duty inside the

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premises. The security guard(s) shall be charged with preventing violations of law, with enforcing compliance by patrons with the requirements of this chapter, and with notifying the Chief of Police of any violations of law observed. Security guard(s) required by this subsection shall be uniformed in such a manner so as to be readily identifiable as a security guard by the public and shall be duly licensed as a security guard as required by applicable provisions of state or local law. No security guard required pursuant to this subsection shall act as a doorperson, ticket seller, ticket taker, or admittance person while acting as a security guard hereunder.

B. Landscaping shall conform to the standards established for the zone, except that, if the sex-oriented business is the sole use on a lot, no planting shall exceed 30 inches in height, except trees with foliage not less than six feet above the ground.

C. The entire exterior grounds, including the parking lot, shall be lighted in accordance with standards promulgated by the Planning Director.

D. The premises within which the sex-oriented business is located shall provide sufficient sound-absorbing insulation so that noise generated inside the premises shall not be audible anywhere on any adjacent property or public right-of-way or within any other building or other separate space within the same building.

E. No exterior door or window on the premises shall be propped or kept open at any time while the business is open, and any exterior windows shall be covered with opaque covering at all times.

F. Permanent barriers shall be installed and maintained to screen the interior of the premises from public view for each door used as an entrance/exit to the business.

G. Signage shall conform to the standards established for the zone except that such signage shall be limited to the business name, the street address and the notice required by subsection K of this section.

H. All door areas of the sex-oriented business within which patrons are permitted, except rest rooms, shall be open to view at all times.

I. Except as specifically provided in this chapter, oriented business shall comply with the parking, development and design standards established for the zone in which the business is located.

J. No sex-oriented material or sex-oriented merchandise shall be displayed in such a manner as to be visible from any location other than within the premises occupied by the sex-oriented business.

K. No person under the age of 18 years and no person obviously intoxicated shall be permitted within the premises at any time. A sign giving notice of this provision shall be prominently posted at each entrance to the premises of the sex-oriented business.

L. The sex-oriented business shall not operate or be open between the hours of 2:00 a.m. and 9:00 a.m.

M. The sex-oriented business shall provide and maintain separate rest room facilities for male patrons and employees and female patrons and employees. Male patrons and employees shall be prohibited from using the rest room(s) for females, and female patrons and

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employees shall be prohibited from using the rest room(s) for males, except to carry out duties of repair, maintenance and cleaning of the rest room facilities. The rest rooms shall be free from all sex-oriented materials and sex-oriented merchandise. Rest rooms shall not contain television monitors or other motion picture or video projection, recording or reproduction equipment. The foregoing provisions of this subsection shall not be applicable to a sex-oriented business which deals exclusively with sale or rental of merchandise which is not used or consumed on the premises, such as a sex-oriented bookstore, and which does not provide rest room facilities to its patrons or the general public.

N. Except as otherwise required by law or provided in this chapter, all areas of the sex-oriented business accessible to patrons shall be illuminated at least to the extent of a 20 foot candle, minimally maintained and evenly distributed at ground level.

O. Individual viewing areas of the sex-oriented business shall be operated and maintained without any hole or other opening or means of direct communication or visual or physical access between the interior space of two or more individual viewing areas.

(Ord. 18 § 2, 2008, RCC § 5.44.060)

§ 5.40.070. Permit requirements—Motion picture arcades.

Sex-oriented motion picture arcades which provide more than one viewing area shall conform to all the requirements previously set forth in this chapter and shall also conform to the following additional requirements:

A. Upon application for a sex-oriented business permit, the application shall be accompanied by a diagram of the premises showing a plan thereof specifying the location of one or more manager's stations, specifying the location of all overhead lighting fixtures and designating any portion of the premises in which patrons will not be permitted. A manager's station may not exceed 32 square feet of floor area with no dimension greater than eight feet. The diagram shall also designate the place at which the sex-oriented business permit will be conspicuously posted. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however, each diagram shall be oriented to the north or to some designated street or object and shall be drawn to a designated scale with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus or minus six inches. The Chief of Police shall waive the foregoing diagram for renewal applications if the owner adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.

B. No alteration in the configuration of the diagram may be made without the prior approval of the Chief of Police.

C. It is the duty of the owner(s) to insure that at least one employee is on duty and situated at each manager's station at all times that any patron is present inside the premises.

D. The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager's station of every area of the premises to which any patron is permitted access for any purpose excluding rest rooms. If the premises has two or more manager's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose, excluding rest rooms, from at least one of the

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manager's stations. The view required in this subsection must be by direct line of sight from the manager's station.

E. It shall be the duty of the owner(s) and it shall also be the duty of all employees present on the premises to insure that the view area specified in subsection D of this section remains unobstructed by any doors, walls, persons, merchandise, display racks or other materials at all times and to insure that no patron is permitted access to any area of the premises which has been designated as an area in which patrons will not be permitted in the application filed pursuant to subsection A of this section.

F. No individual viewing area may be occupied by more than one person at any one time.

G. The premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted to access with an illumination of not less than a 10 foot candle as measured at the floor level.

H. It shall be the duty of the owner(s) and it shall also be the duty of all employees present on the premises to insure that the illumination described above is maintained at all times that any patron is present on the premises.

(Ord. 18 § 2, 2008, RCC § 5.44.070)

§ 5.40.080. Permit requirements—Live entertainment.

Sex-oriented businesses providing live entertainment depicting specified anatomical parts or involving specified sexual activities shall conform to all the requirements previously set forth in this chapter and shall also conform to the following additional requirements:

A. No person shall perform live entertainment for patrons of a sex-oriented business except upon a stage at least 18 inches above the level of the floor which is separated by a distance of at least six feet from the nearest area occupied by patrons, and no patron shall be permitted within six feet of the stage while the stage is occupied by an entertainer.

B. The sex-oriented business shall provide separate dressing room facilities for entertainers which are exclusively dedicated to the entertainers' use.

C. The sex-oriented business shall provide an entrance/exit to the premises for entertainers which is separate from the entrance/exit used by patrons.

D. The sex-oriented business shall provide access for entertainers between the stage and the dressing rooms which is completely separated from the patrons. If such separate access is not physically feasible, the sex-oriented business shall provide a minimum three-foot wide walk aisle for entertainers between the dressing room area and the stage, with a railing, fence or other barrier separating the patrons and the entertainers capable of (and which actually results in) preventing any physical contact between patrons and entertainers.

E. No entertainer shall have physical contact with any patron and no patron shall have physical contact with any entertainer while on the premises.

F. No waiter, waitress, entertainer or other person employed on the premises shall violate the provisions of Chapter 9.04 while on the premises.

G. Fixed rail(s) at least 30 inches in height shall be maintained establishing the separations between entertainers and patrons.

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H. The premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access with an illumination of not less than a 20 foot candle as measured at the floor level.

(Ord. 18 § 2, 2008, RCC § 5.44.080)

§ 5.40.090. Permit requirements—Effect of noncompliance.

The requirements described in Sections 5.40.050 through 5.40.080 shall be deemed conditions of permit approval, and failure to comply with any such requirement shall be grounds for revocation of any sex-oriented business permit issued pursuant to this chapter.

(Ord. 18 § 2, 2008, RCC § 5.44.090)

§ 5.40.100. Permit duration.

A sex-oriented business permit shall be valid for a period of one year from the date of permit approval.

(Ord. 18 § 2, 2008, RCC § 5.44.100)

§ 5.40.110. Permit renewal.

A sex-oriented business permit shall be renewed on a year-to-year basis; provided, that the permittee continues to meet all applicable requirements. A request for permit renewal must be accompanied by a sex-oriented business permit application, completed in full detail with current information. If the application conforms to the previously approved application and the sex-oriented business has not changed, the permit shall be renewed by the Chief of Police for another year. Notice of such renewal, or denial, shall be given, in writing, to the permittee within 20 business days following the date of receipt of the completed renewal application. Any change or alteration in the location, nature or operation of the sex-oriented business will require a new application to be processed in the same manner as the original application.

(Ord. 18 § 2, 2008, RCC § 5.44.110)

§ 5.40.120. Permit transferability.

No sex-oriented business permit shall be sold, transferred or assigned by any permittee, or by operation of law, to any other person, group, partnership, corporation or entity, and any such sale, transfer or assignment, or attempted sale, transfer or assignment shall be deemed to constitute a voluntary surrender of such permit, and such permit shall thereafter be null and void. A sex-oriented business permit held by an individual in a corporation or partnership is subject to the same rules of transferability described above. Any change in the nature or composition of the sex-oriented business from one type of sex-oriented business use to another type of sex-oriented business use shall also render the permit null and void. A sex-oriented business permit shall be valid only for the exact location specified in the permit.

(Ord. 18 § 2, 2008, RCC § 5.44.120)

§ 5.40.130. Permit revocation.

A. The permittee shall allow the Chief of Police to conduct unscheduled inspections of the premises of the sex-oriented business for the purpose of ensuring compliance with the law at any time the sex-oriented business is open for business or is occupied.

B. The Chief of Police shall revoke a sex-oriented business permit when:

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1. Any of the applicable requirements set forth herein ceases to be satisfied;

2. The application is discovered to contain incorrect, false or misleading information;

3. The permittee is convicted of a felony or misdemeanor occurring upon, or relating to the premises or lot upon which the sex-oriented business is located, which offense is classified by the state as an offense involving a sexual crime against children, sexual abuse, rape, distribution of obscene material or material harmful to minors, prostitution or pandering, including, but not necessarily limited to the violation of any crime requiring registration under California Penal Code Section290, or any violation of Penal Code Sections 234.3, 261, 261.35, 264.1,266, 266a through 266k, inclusive, 267, 286, 286.5, 288, 288a, 311 through 311.10, inclusive, 314, 315, 316 or 647;

4. An employee, agent or contractor of the permittee is convicted on two or more occasions within a 12-month period of a felony or misdemeanor occurring upon, or relating to the premises or lot upon which the sex-oriented business is located, which offense is one of those listed in subsection (B)(3) of this section;

5. The permittee or an employee has knowingly allowed prostitution, or solicitation for prostitution, on the premises; or

6. The sex-oriented business has been operated in violation of any of the requirements of this chapter, and:

   a. If the violation is of a continuous nature, the business continues to be operated in violation of such provision for more than 10 days following the date written notice of such violation is mailed or delivered to the owner, or

   b. If the violation is of a noncontiguous nature, two or more additional violations of the same provision, or four or more violations of any other of the provisions, of this chapter occur (regardless of whether notice of each individual violation is given to the owner) within any 12-month period.

(Ord. 18 § 2, 2008, RCC § 5.44.130)

§ 5.40.140. Permit revocation procedure.

A. Upon determining that grounds for permit revocation exist, the Chief of Police shall furnish written notice of the proposed revocation to the permittee. Such notice shall summarize the principal reasons for the proposed revocation; shall state that the permittee may request a hearing within 15 calendar days of the postmarked date on the notice; and shall be delivered both by posting the notice at the location of the sex-oriented business and by sending the notice by certified mail, postage prepaid, addressed to the permittee as the name and address appear on the permit. Within 15 calendar days after the date of the mailing or posting of the notice, the permittee may file a written request for hearing with the Chief of Police.

B. Upon receipt of a hearing request, a hearing shall be conducted by a hearing officer. Such hearing shall be conducted within 45 calendar days of the hearing request filing date.

C. If no hearing is requested by the permittee or if the hearing officer determines that grounds for revocation exist, and the Chief of Police accepts such determination, the Chief shall revoke the sex-oriented business permit.

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(Ord. 18 § 2, 2008, RCC § 5.44.140)

§ 5.40.150. Existing sex-oriented businesses.

A. Any sex-oriented business lawfully operating on the effective date of the ordinance codified in this chapter in violation hereof shall be deemed a nonconforming use. A nonconforming use will be permitted to continue for a two-year period, unless sooner terminated for any reason or voluntarily discontinued for a period of 30 days or more. A nonconforming use shall not be increased, enlarged, extended or altered except that the use may be changed to a conforming use. If two or more sex-oriented businesses are within 500 feet of one another and otherwise in a permissible location, the sex-oriented business which was first established and continually operating at the particular location shall be deemed to conform to the locational standards hereof and the later established business shall be deemed nonconforming to the locational requirements.

B. A sex-oriented business lawfully operating as a conforming use is not rendered a nonconforming use by the location of a residence or other sex-oriented business within 500 feet of the sex-oriented business or the location of a religious institution, public park or public or private school within 1,000 feet of the sex-oriented business. This provision does not apply to permit applications submitted after a permit has expired or has been revoked.

(Ord. 18 § 2, 2008, RCC § 5.44.150)

§ 5.40.160. Violations—Misdemeanor/injunction.

In addition to any other remedies provided by law, any violation of the provisions of this chapter shall be a misdemeanor punishable by a fine not to exceed $1,000.00 or six months in jail, or both. Any person who violates the provisions of this chapter is subject to a suit for injunction as well as prosecution for the criminal violation.

(Ord. 18 § 2, 2008, RCC § 5.44.160)

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CHAPTER 5.44
SURFACE MINING OPERATIONS

§ 5.44.010. Findings.

The City Council finds and declares that the extraction of minerals is essential to the continued economic well-being of the City and that it is the purpose and intent of this chapter to regulate all surface mining operations in the City as authorized by the California Surface Mining and Reclamation Act of 1975 (Public Resources Code, Section 2710 et seq.) to ensure that:

A. The reclamation of mined lands will be carried out in such a way that the continued mining of minerals will be permitted;

B. The adverse effects of surface mining operations will be prevented or minimized and that mined lands will be reclaimed to a useable condition which is readily adaptable for alternative land use; and

C. The production and conservation of minerals will be encouraged while giving consideration to values relating to recreation, watershed, wildlife, range and forage, and aesthetic enjoyment, and the residual hazards to the public health and safety will be eliminated.

(Ord. 18 § 2, 2008, RCC § 5.48.010)

§ 5.44.020. Exemptions.

The provisions of this chapter do not apply to:

A. Excavations or grading conducted for farming or on-site construction or for the purpose of restoring land following a flood or natural disaster;

B. Prospecting for, or the extraction of, minerals for commercial purposes and the removal of overburden, in total amounts of less than 1,000 cubic yards in any one location of one acre or less;

C. Surface mining operations that are required by federal law in order to protect a mining claim, if such operations are conducted solely for that purpose;

D. Such other surface mining operations which the State Mining and Geology Board finds are exempt from the provisions of the California Surface Mining and Reclamation Act of 1975 because they are of an infrequent nature and involve only minor surface disturbances.

(Ord. 18 § 2, 2008, RCC § 5.48.020)

§ 5.44.030. Permit required.

Unless exempted by the provisions of Section 5.44.020 or 5.44.120, no person, firm, corporation or private association shall conduct surface mining operations in the City without first obtaining a permit to do so.

(Ord. 18 § 2, 2008, RCC § 5.48.030)

§ 5.44.040. Permit application.

A. Prior to submitting an application for a permit, the person, firm, corporation or private association seeking to obtain such permit shall comply with the pre-application review

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procedure described in Chapter 15.68 to the extent that such procedure is applicable.

B. All applications for a permit shall include a mining plan, a reclamation plan and proposed financial assurances in draft form including an estimate of reclamation costs; shall be on forms provided by the Planning Department; shall be accompanied by the appropriate filing fee indicated in Chapter 3.44; and shall be filed with the Planning Department. The application shall provide all information and data required by Sections 2772 and 2773 of the Public Resources Code and such additional information as may be reasonably required by the Planning Director. No application shall be accepted as completed for filing and the time limitations for processing a permit shall not begin to run until all procedures under the California Environmental Quality Act and the City of Wildomar Rules to Implement CEQA have been completed.

C. The Planning Director shall notify the Director of the Department of Conservation of the filing of each application for a permit within the time period required by Section 2774(e) of the Public Resources Code and shall submit each proposed mining and reclamation plan and proposed financial assurances in draft form including an estimate of reclamation costs or modification to an approved reclamation plan to the Director of the Department of Conservation for review and comment.

D. Upon completion of all procedures for review of an application, including but not limited to notification to the Director of the Department of Conservation, a public hearing will be held before the Planning Commission as provided in this chapter.

(Ord. 18 § 2, 2008, RCC § 5.48.040)

§ 5.44.050. Mining plan—Contents.

The mining plan shall, to the extent practicable, contain at least the following:

A. Indicate the progression of all operations of the facility indicating time frames for each phase and the estimated life of the operation;

B. Show the location of equipment, offices, stockpiles, settling ponds, interim drainage, machinery and waste dumps, parking, and areas to be mined;

C. Indicate the progression of stripping and excavating through the use of cross sections, elevations and topographic maps;

D. Indicate the time lag between mining and reclamation and equipment siting and removal and/or relocation;

E. Discuss the method of handling simultaneous excavation and reclamation if applicable;

F. Show the location of all streams, roads, railroads, sewage disposal systems, waterwells, and utility facilities within 500 feet of the site and the location of all proposed access roads to be constructed in conducting the surface mining operation; and

G. Indicate the type of and amount of mineral commodities to be removed, the amount of mining waste to be retained on the site and the amount of mining waste to be disposed off site including the method and location of disposal of the mining waste.

(Ord. 18 § 2, 2008, RCC § 5.48.050)

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§ 5.44.060. Reclamation—Contents.

The reclamation plan shall, in addition to all other requirements:

A. Indicate the methods to be used to reclaim the land including a detailed schedule of the sequence and timing of all stages of the reclamation;

B. Describe the physical condition of the site upon the completion of all reclamation including the proposed uses or potential uses of the reclaimed site;

C. Contain a map which will delineate through the use of cross sections and elevations the physical characteristics of the land upon the conclusion of reclamation. A topographic map shall also be provided with the location of the reclaimed land clearly indicated on the map;

D. Describe the manner in which derelict machinery, mining waste and scraps will be removed from the reclaimed site and how contaminants will be controlled;

E. Describe the methods to be used to ensure that the site will contain stable waste piles and slopes;

F. Describe how reclamation of this site may affect the future use of the area for mining purposes;

G. Show that the proposed site in its final form shall be, to the extent reasonable and practical, revegetated for soil stabilization, free of drainage and erosion problems, coordinated with present and anticipated future land use, and compatible with the topography and general environment of surrounding property.

(Ord. 18 § 2, 2008, RCC § 5.48.060)

§ 5.44.070. Public hearing—Decision—Appeals.

A public hearing to consider the granting suspension or revocation of a permit; an operator's financial capability of a performing reclamation; or abandonment of a surface mining operation without commencing reclamation shall be in accordance with the following procedures:

A. Notice of the time, date and place of the public hearing, including a general description of the area and mining operation being considered, shall be given at least 10 days prior to the hearing by all of the following procedures:

1. Mailing to all owners of real property which is located within 600 feet of the exterior boundaries of the proposed project, as such owners are shown on the last equalized assessment roll;

2. Publication once in a newspaper of general circulation in the City;

3. The Planning Director may require additional notice be given by posting in conspicuous places close to the property affected and may require notification to property owners along proposed local transportation routes.

B. At the public hearing the Planning Commission shall hear relevant testimony from interested persons and, within a reasonable time after the close of the hearing, make its decision; provided, however, that an application for a permit shall not be granted unless that permit is expressly subject to such conditions as are necessary to protect the health, safety or general welfare of the community. The decision of the Planning Commission and

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the reasons for the decision shall be reduced to writing and shall be filed by the Planning Director with the City Clerk, together with a report of the proceedings, not more than 15 days after the decision. A copy of the notice of the decision shall be mailed to the applicant and to any person who has made a written request for a copy of the decision. If the Planning Commission is unable to make a decision, that fact shall be filed with the City Clerk in the same manner for reporting decisions and shall be considered as notice of denial of the application. The City Clerk shall place the notice of the decision on the next agenda of the City Council held five or more days after the Clerk receives the notice from the Planning Director.

C. The decision of the Planning Commission is considered final and no action by the City Council is required unless, within 10 days after the notice of decision appears on the Council's agenda, the applicant or an interested person files an appeal, accompanied by the appropriate filing fee indicated in Chapter 3.44, with the City Clerk or unless the Council assumes jurisdiction by ordering the matter set for public hearing. If a timely appeal is filed or the Council assumes jurisdiction, the City Clerk shall set the matter for public hearing before the Council not less than 13 nor more than 60 days thereafter, and shall give notice of the time and place of the hearing in the same manner as notice was given of the hearing before the Planning Commission.

D. At the hearing before the City Council, the Council shall hear the matter de novo; however, the documents and the minutes of the hearing before the Planning Commission shall be a part of the Council's record at its hearing on the matter. The Council shall hear relevant testimony from interested persons and, within a reasonable time after the close of the hearing, make its decision sustaining, reversing or modifying the decision of the Planning Commission.

(Ord. 18 § 2, 2008, RCC § 5.48.070)

§ 5.44.080. Permit conditions.

As a condition of each permit, annual inspections and reports of mining and reclamation activities shall be required of the operator as follows:

A. Concurrently with submission of the operator's report submitted pursuant to Section2207 of the Public Resources Code, the Building Director shall cause an inspection to be conducted within six months of receipt of the operator's report to determine whether the surface mining operation is in compliance with the approved mining plan, the approved reclamation plan, the approved financial assurances, any permit conditions of approval and in the case of an idle mine, the approved interim management plan. The inspection may be conducted under the supervision of a qualified, state-registered civil engineer, state-licensed landscape architect, state-registered geologist, or state-registered forester. All inspections shall be conducted using a form approved by the State Mining and Geology Board. After completion of the inspection, the Building Director shall notify the Director of the Department of Conservation that the inspection has been conducted in accordance with Section 2774(b) of the Public Resources Code. A copy of the notice and any supporting documentation shall also be provided to the operator.

B. Each operator shall apply for a special inspection permit from the Building Director at least once in each year; provided, however, that this subsection shall not be construed to require more than one inspection per year per permit. An application for a special inspection permit shall be submitted and the special inspection permit fee set forth in Chapter 3.44 shall be

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paid concurrently with the operator's report submitted pursuant to Section 2207 of the Public Resources Code by July 1st of each year.

(Ord. 18 § 2, 2008, RCC § 5.48.080)

§ 5.44.090. Financial assurances required.

As a condition of each permit, financial assurances to ensure reclamation is performed in accordance with the approved reclamation plan shall be required of the operator as follows:

A. Prior to the commencement of the surface mining operation, the operator shall post with the Building Director a financial assurance. The financial assurance shall be: (1) a bond or bonds by one or more duly authorized corporate securities; (2) an irrevocable letter of credit from one or more financial institutions subject to regulation by the state or federal government and pledging that the funds necessary to carry out the approved reclamation plan are on deposit and guaranteed for payment; (3) a cash deposit to be deposited into a trust fund; or (4) any other financial assurance specified by the State Mining and Geology Board pursuant to Section 2773.1(e) of the Public Resources Code. The amount of the financial assurance shall be adequate to perform reclamation in accordance with the surface mining operation's approved reclamation plan and shall be adjusted annually to account for new lands disturbed, inflation, and reclamation of lands accomplished in accordance with the approved reclamation plan. The adjustment shall be based upon an independent estimate derived from a survey by a qualified professional paid for by the operator. In addition, all financial assurances shall be made payable to the City and the Department of Conservation and shall remain in effect for the duration of the surface mining operation and any additional period until reclamation is completed.

B. If the Planning Commission, following a public hearing in accordance with the procedures set forth in Section 5.44.070, determines that the permittee is financially incapable of performing reclamation in accordance with its approved reclamation plan or has abandoned its surface mining operation without commencing reclamation, the Building Director shall:

1. Notify the operator by personal service or certified mail that the City intends to take appropriate action to forfeit the financial assurance and specify the reasons for so doing;

2. Allow the operator 60 days after notification to commence or cause the commencement of reclamation in accordance with its approved reclamation plan and require that reclamation be completed within the time limits specified in the approved reclamation plan or some other time mutually agreed upon by the Building Director and the operator;

3. Proceed to take appropriate action to require forfeiture of the financial assurance if the operator does not substantially comply with the provisions of subsection (B)(2) of this section;

4. Use the proceeds from the forfeited financial assurance to conduct and complete reclamation in accordance with the approved reclamation plan. The operator shall be responsible for the costs of conducting and completing reclamation in accordance with the approved reclamation plan which are in excess of the proceeds from the forfeited financial assurance.

C. Upon completion of reclamation in accordance with the approved reclamation plan, the

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financial assurance shall be released. Written notification of the release shall be provided to the operator and Director of the Department of Conservation.

(Ord. 18 § 2, 2008, RCC § 5.48.090)

§ 5.44.100. Violation—Notification—Penalty.

A. If after, conducting the annual inspection required by Section 5.44.080 or otherwise confirmed by an inspection of the mining operation, the Building Director finds that the surface mining operation is not in compliance with the approved mining plan, the approved reclamation plan, any permit conditions imposed by the City, the provisions of this chapter, or the California Surface Mining and Reclamation Act of 1975, the Building Director may notify the operator and the owner of the subject property of that violation by personal service or certified mail. If the violation continues beyond 30 days after the date of issuance of the Building Director's notice of violation, the Building Director may notify the Planning Director of that fact. Thereupon, the Planning Director may issue an order by personal service or certified mail requiring compliance or, if the operator does not have an approved reclamation plan, to cease all further mining activities. The order shall specify which aspects of the surface mine's activities or operations are inconsistent with the approved mining plan, approved reclamation plan, permit conditions, the provisions of this chapter, or the California Surface Mining and Reclamation Act of 1975; shall specify a time for compliance which the Planning Director determines is reasonable, given the seriousness of the violation and any good faith efforts to comply with applicable requirements; shall set a date for a public hearing before the Planning Commission no sooner than 30 days after the date of issuance of the order; and shall not take effect until the operator has been provided a public hearing concerning the violation.

B. At the hearing, the Planning Commission shall determine whether or not the operator is complying with the approved mining plan, the approved reclamation plan, the permit conditions or the provisions of this chapter and may affirm, modify or set aside the order issued by the Planning Director. The Planning Commission may also revoke or suspend the operator's permit in accordance with the procedures set forth in Section 5.44.070. The decision of the Planning Commission may be appealed to the City Council.

C. Any operator who fails to comply with an order issued by the Planning Director after the order's effective date, or who fails to submit a report to the Director of the Department of Conservation or City as required by Section 2207 of the Public Resources Code, shall be subject to an order by the Planning Director imposing an administrative penalty of not more than $5,000.00 per day, assessed from the original date of the Building Director's notice of violation or noncompliance with Section 2207. In determining the amount of the administrative penalty, the Planning Director shall take into consideration the nature, circumstances, extent and gravity of the violation or violations, any prior history of violations, the degree of culpability, economic savings, if any resulting from the violation, and any other matters justice may require. An order imposing an administrative penalty shall become effective upon issuance and payment shall be made to the City within 30 days, unless the operator petitions the City Council for review of the order. The order shall be served by personal service or by certified mail upon the operator.

D. If the operator petitions the City Council for review of the order imposing an administrative penalty, the operator shall be notified by personal service or certified mail as to whether the City Council will review the order and if so when the matter has been set for public hearing. The City Council may affirm, modify or set aside, in whole or in part, by its own order, any

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order of the Planning Director imposing an administrative penalty. Any order of the City Council shall become effective upon issuance thereof and shall be served by personal service or certified mail upon the operator. Payment of any administrative penalty specified in the City Council's order shall be made to the City within 30 days of service of the order.
(Ord. 18 § 2, 2008, RCC § 5.48.100)

§ 5.44.110. Time limit.

Any permit that is granted shall be used within five years from the effective date thereof, or within the time limit that is set in the conditions of approval; otherwise, such permit shall be null and void. The term "use" means the beginning of a substantial surface mining operation that is authorized, which mining operation must thereafter be pursued diligently to completion.
(Ord. 18 § 2, 2008, RCC § 5.48.110)

§ 5.44.120. Vested rights.

No person who has obtained a vested right to conduct surface mining operations prior to January 1, 1976, shall be required to secure a permit pursuant to the provisions of this chapter as long as such vested right continues and no substantial change is made in that operation. A person shall be deemed to have such vested rights if, prior to January 1, 1976, he or she has, in good faith and in reliance upon a permit or other authorization, if such permit or other authorization was required, diligently commenced surface mining operations and incurred substantial liabilities for work and materials necessary therefor. Expenses incurred in obtaining the enactment of an ordinance in relation to a particular operation or the issuance of a permit shall not be deemed liabilities for work or materials. Any substantial change in the surface mining operation subsequent to January 1, 1976, shall require the granting of a permit pursuant to this chapter. A person who has obtained a vested right to conduct surface mining operations prior to January 1, 1976, shall submit to the Planning Department for approval by the Planning Director, a reclamation plan for vested operations that are conducted after January 1, 1976, and shall apply for a special inspection permit from the Building Director in the same manner and with the same frequency as those mining operators required to obtain a permit pursuant to this chapter before commencing or expanding their operation. If a reclamation plan application is not on file and approved by the Planning Director, the continuation of the surface mining operation shall be prohibited until a reclamation plan is submitted and approved. Nothing in this chapter shall be construed as requiring the filing of a reclamation plan for, or the reclamation of, mined lands on which surface mining operations were conducted prior to, but not after, January 1, 1976. All reclamation plans submitted to the Planning Department for vested operations that are conducted after January 1, 1976, shall be accompanied by the appropriate fee indicated in Chapter 3.44.
(Ord. 18 § 2, 2008, RCC § 5.48.120)

§ 5.44.130. Modification to approved permit or plan.

A request for approval of a modification to an approved surface mining permit or reclamation plan shall be made in accordance with the provisions of this section. A modification under this section means a request for a revised permit or a determination of substantial conformance as further defined herein.

A. Applications. Applications for substantial conformance or a revised permit shall be filed in writing with the Planning Director and shall include the following:

1. All information required under this chapter for the filing of a new application for the

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permit or reclamation plan sought to be modified, unless the requirement is waived by the Planning Director;

2. A statement explaining the proposed modification and the reason the modification has been requested;

3. If the application requires a public hearing, a list of names and addresses of all owners of real property located within 600 feet of the exterior boundaries of the property to be considered and such additional names and addresses required in order to conform with the notification requirements for processing a new surface mining permit or reclamation plan, as shown on the last equalized assessment roll and any update issued by the County Assessor;

4. Such additional information as shall be required by the Planning Director.

B. "Substantial conformance" means a request for a nonsubstantial modification of an approved permit or reclamation plan which does not change the original approval or the effect of the approval on surrounding property. Substantial conformance may include, but is not limited to, modifications for upgrading facilities, modifications for compliance with the requirements of other public agencies, modifications necessary to comply with final conditions of approval or modifications to lighting, parking, fencing or landscaping requirements, provided the modifications as determined by the Planning Director will have no adverse effect upon public health, safety or welfare.

C. "Revised permit" means a modification of a permit or reclamation plan which does not change the basic concept or use allowed by the original approval. A revised permit may include, but is not limited to, a significant increase in plant capacity, changes resulting in significant adverse effects, expansion in the permitted mining area, changes to the original conditions of approval including extensions to the overall life of the permitted use, and changes in the intensity of use as determined by the Planning Director.

D. Actions on applications for substantial conformance or revised permits shall be in accordance with the following procedures:

1. Substantial Conformance. The Planning Director shall approve, conditionally approve or disapprove an application for substantial conformance within 30 days after accepting a completed application and give notice by mail of the decision, including any additional conditions of approval, to the applicant and any other person who has filed a written request for notice. The Planning Director's determination shall be based upon the standards of this section and those standards set forth in this chapter for the approval of an original application. An application for substantial conformance shall not require a public hearing.

2. Revised Permit. An application for a revised permit shall be approved, conditionally approved or disapproved in accordance with the procedures for processing an original permit or reclamation plan, including any requirements for public hearing, notice of hearing, and all rights of appeal. A revised permit shall be subject to the development standards applicable to a new surface mining permit or reclamation plan.

E. The approval of an application for substantial conformance or revised permit shall be valid until the expiration of the original permit, unless an extension of time has been granted by an approved revised permit.

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F. Notwithstanding any provision herein to the contrary, an application for substantial conformance may be approved only if the proposed modification is exempt from the provisions of the California Environmental Quality Act.

(Ord. 18 § 2, 2008, RCC § 5.48.130)

§ 5.44.140. Idle mining operation—Interim management plan application requirements.

A. Within 90 days of a surface mining operation becoming idle, as defined in Section 2727.1 of the Public Resources Code, the operator shall file an application for an interim management plan with the Planning Director in accordance with the provisions of this chapter.

The application shall include:

1. All information required under this chapter for the filing of a new application for a permit, unless the requirement is waived by the Planning Director;

2. A statement explaining that the surface mining operation is idle as defined in Section 2727.1 of the Public Resources Code;

3. An interim management plan which includes measures the operator will implement to maintain the site in accordance with the approved mining plan, the approved reclamation plan and the permit conditions;

4. A filing fee for review of the interim management plan which shall be the same amount as the filing fees for a reclamation plan submitted for vested operations conducted after January 1, 1976, as set forth in Chapter 3.44;

5. Such additional information as shall be required by the Planning Director.

B. Within 60 days of the receipt of a completed application for an interim management plan, the Planning Director shall review and approve the application provided the interim management plan complies with the requirements specified in subsection A of this section and give notice by mail of the approval to the operator and any other person who has filed a written request for notice. Otherwise, the Planning Director shall notify the operator in writing of any deficiencies in the plan. The operator shall have 30 days, or a longer period mutually agreed upon by the operator and the Planning Director, to submit a revised plan. The Planning Director shall approve or deny approval of the revised interim management plan within 60 days of receipt. If the Planning Director denies approval of the revised interim management plan, the operator may appeal that action to the City Council, which shall schedule a public hearing within 45 days of the filing of the appeal, or any longer period mutually agreed upon by the operator and the City Council. An application for an interim management plan shall not require a public hearing.

C. The interim management plan may remain in effect for a period not to exceed five years, at which time the Planning Director shall do one of the following:

1. Renew approval of the interim management plan for another period not to exceed five years, if the Planning Director finds that the operator has fully complied with the provisions of the interim management plan;

2. Require the operator to commence reclamation in accordance with its approved reclamation plan.

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The determination by the Planning Director to extend the term of the interim management plan or to require reclamation shall not require a public hearing. If the surface mining operation is still idle after expiration of its interim management plan, the surface mining operation shall commence reclamation in accordance with its approved reclamation plan.

D. Any financial assurances required in conjunction with approval of the permit shall remain in effect during the period the surface mining operation is idle and until such time as reclamation is completed.

E. Unless review of an interim management plan is pending before the Planning Director, or an appeal is pending before the City Council, a surface mining operation which remains idle for over one year after becoming idle as defined in Section 2727.1 of the Public Resources Code, without obtaining approval of an interim management plan, shall be considered abandoned and the operator shall commence and complete reclamation in accordance with the approved reclamation plan.

(Ord. 18 § 2, 2008, RCC § 5.48.140)

§ 5.44.150. Transfer of ownership.

Whenever any surface mining operation or portion of an operation subject to this chapter is sold, assigned, conveyed, exchanged, or otherwise transferred, the successor in interest shall be bound by the provisions of this chapter and shall notify the Planning Department and Department of Building and Safety in writing of such transfer of ownership. Any existing financial assurances shall remain in force and shall not be released until new financial assurances are secured from the new successor in interest and approved in accordance with Section 2770 of the Public Resources Code and Section 5.44.090.

(Ord. 18 § 2, 2008, RCC § 5.48.150)

§ 5.44.160. Violation—Penalty.

The procedures, remedies and penalties for violation of this chapter and for recovery of costs related to enforcement are provided for in Chapter 1.16.

(Ord. 18 § 2, 2008, RCC § 5.48.160)

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CHAPTER 5.48
TAXICABS AND NONEMERGENCY MEDICAL VAN SERVICES

§ 5.48.010. Purpose.

This chapter is enacted pursuant to the authority of Government Code Section 53075.5 and Vehicle Code Section 21,100(b) to protect the public health, safety and welfare of the residents of the City of Wildomar when using taxicab service and to promote the orderly development and maintenance of safe and reliable privately operated taxicab transportation service in the City.
(Ord. 18 § 2, 2008, RCC § 5.52.010)

§ 5.48.020. Definitions.

As used in this chapter, the following terms shall have the meanings as set forth below:

"Driver" means any person driving a taxicab, either as an owner or under the direction, employment, control or service of the "owner" as defined in this section.

"Nonemergency medical van" means a vehicle that is used on a commercial enterprise basis to transport a person between his or her residence and a health care provider under nonemergency circumstances. A nonemergency medical van shall not include an ambulance which is subject to regulation in 13 California Code of Regulations Sections 1100, et seq. or under Chapter 8.08. A nonemergency medical van shall not include a vehicle that is used to transport patients between licensed health care facilities when the patient is accompanied in the vehicle by a licensed physician, registered nurse, licensed vocational nurse, licensed paramedic, or licensed emergency medical technician.

"Owner" means every person having control, whether by outright ownership, lease, or otherwise of any taxicabs for hire.

"Person" includes both singular and plural, and shall mean and include any individual, firm, corporation, association, partnership or society, exclusive of public agencies.

"Taxicab" means any vehicle which is used to provide taxicab service as defined in this section. A taxicab shall include a nonemergency medical van.

"Taxicab service" means any public passenger transportation service, including nonemergency medical van service, available for hire, on call or demand over the public streets of the City where the service is not provided over a defined route but between such points and over such routes, as may be directed by the passenger(s) or person(s) hiring same, and irrespective of whether the operations extend beyond the areas of the City.
(Ord. 18 § 2, 2008, RCC § 5.52.020)

§ 5.48.030. Permit required for taxicab service.

It is unlawful for any person to engage in the business of operating, or causing to be operated, any taxicab or nonemergency medical van service within the City without having a City permit to do so under the provisions of this chapter when the taxicab or nonemergency medical van service picks up customers in the City.
(Ord. 18 § 2, 2008, RCC § 5.52.030)

§ 5.48.040. Application for taxicab service permit.

Any person desiring to obtain a permit to operate a taxicab service under this chapter shall

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submit a written application to the City Clerk. The application forms will be provided by the Clerk. Applications shall be signed under penalty of perjury and shall contain the following information:

A. Name, residence address and telephone number of the applicant;

B. Business name, address and telephone number of the applicant;

C. Number of vehicles to be operated under the permit;

D. The make, type, year, manufacturer, license number and passenger seating of the vehicle(s) to be used by the applicant;

E. The proposed color scheme, insignia, or other distinguishable characteristics of the taxicab to be used, including the type of illuminated sign to be mounted on the top of the vehicle and legend thereon;

F. Evidence of public liability insurance of not less than $750,000.00 for the payment of damages for personal bodily injuries (including death resulting therefrom) and for damage to or destruction of property from any one accident;

G. Legal and registered ownership of the vehicles to be used by the applicant;

H. Prior experience of the applicant in the taxicab business, including any prior denial, revocation, or suspension by any public agency of any taxicab service, or taxicab driving permit, license or certificate;

I. All criminal convictions of the applicant and of all persons having an ownership interest in the proposed taxicab service.

(Ord. 18 § 2, 2008, RCC § 5.52.040)

§ 5.48.050. Vehicle inspection and certification by licensed mechanic.

The owner of a taxicab shall have the vehicle inspected by a licensed mechanic within 60 days of applying for an initial license or license renewal. No license or renewal thereof shall be granted unless the applicant presents a signed and dated statement from a licensed mechanic who inspected the vehicle certifying that the vehicle is in safe operating condition.

(Ord. 18 § 2, 2008, RCC § 5.52.050)

§ 5.48.060. Vehicle service and maintenance records.

The owner of a taxicab shall maintain a legible, written record of all service maintenance and repairs performed on the vehicle, the dates the work was done, the mechanic doing the work, and the location of the facility where the work was done. Such records shall be retained by the owner and shall be made available for inspection by the Police Department, for a period of at least three years.

(Ord. 18 § 2, 2008, RCC § 5.52.060)

§ 5.48.070. Issuance of taxicab service permit.

Upon the furnishing of all the information required by Sections 5.48.040 and 5.48.050 and payment of the required fee as established in a resolution adopted by the City Council, the City Clerk shall issue the applicant a taxicab service permit, if the applicant is in compliance with

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this chapter, is of good moral character and there are no ground(s) for denial of the permit under the provisions of this chapter. Any applicant denied a permit shall be given written notice of the ground(s) for denial.
(Ord. 18 § 2, 2008, RCC § 5.52.070)

§ 5.48.080. Grounds for denial or revocation of taxicab service permit.

Taxicab service permits shall be denied or revoked on the following grounds:

A. Failure to have or maintain insurance as required by this chapter;

B. Failure to maintain vehicles in good and safe order and in compliance with all laws;

C. False statements made on the application submitted under this chapter;

D. Failure to pay any fees as required under this chapter or by the City;

E. Repeated and persistent violations by the permittee or the permit holder's drivers of the traffic laws of the City and the state;

F. Employing of a driver who does not have a valid taxicab driver's permit under the requirements of this chapter;

G. Violation of any of the provisions of this chapter by the permit holder;

H. The person is not of good moral character or has been convicted of a crime involving moral turpitude, soliciting for prostitution, the sale or use of narcotics or dangerous drugs, unless a period of not less than five years has elapsed since the date of conviction or the date of release from confinement for such offense, whichever is later.

(Ord. 18 § 2, 2008, RCC § 5.52.080)

§ 5.48.090. Permit fees—Transferability.

A. Every person engaging in or carrying on the business of taxicab service shall pay an annual permit fee as established by resolution adopted by the City Council. Every person engaging in the activity of driving a taxicab shall pay an annual permit fee as established by resolution adopted by the City Council. All such required fees shall be paid at the time an application for a permit is submitted.

B. Every permit issued under this chapter shall terminate at the expiration of one year from the date of its issuance, unless revoked prior to the termination. Any renewal of a permit issued under this chapter shall be pursuant to the same requirements, procedures, provisions and regulations set forth in this chapter for an original permit. A person holding a taxicab service permit may not drive a taxicab without also possessing a taxicab driver's permit. Permits issued under this chapter may not be transferred to any other person.

(Ord. 18 § 2, 2008, RCC § 5.52.090)

§ 5.48.100. Taxicab driver's permit.

It is unlawful for any person to drive a taxicab or non-emergency medical van in the City without having a taxicab driver's permit to do so under the provisions of this chapter where the driver picks up customers in the City.
(Ord. 18 § 2, 2008, RCC § 5.52.100)

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§ 5.48.110. Application for a taxicab driver's permit.

A. Any person desiring to obtain a taxicab driver's permit shall submit a written application to the City Clerk. The applicant shall provide requested information on application forms supplied by the City Clerk regarding the following:

1. Pertinent personal data and proof of possession of a valid Class 3 driver's license issued by the State of California;

2. Physical condition;

3. Traffic record for five years prior to application;

4. All criminal convictions of the applicant;

5. Experience in driving motor vehicles, taxis or other vehicles for hire;

6. The name and address of the taxicab service by whom the applicant will be employed.

B. Each applicant shall be fingerprinted and photographed by the Police Department and a criminal records check shall be conducted on the applicant. The applicant will be required to pay the established fees for such services in addition to the taxicab driver's permit fee as established by resolution adopted by the City Council. A driver obtaining a permit renewal need not be fingerprinted and photographed if the Chief of Police determines that such is not necessary for proper administration of this chapter.

(Ord. 18 § 2, 2008, RCC § 5.52.110)

§ 5.48.120. Grounds for denial or revocation of taxicab driver's permit.

Taxicab driver's permits shall be denied or revoked on the following grounds:

A. The person does not possess a valid Class 3 driver's license issued by the State of California;

B. The person is less than 18 years of age;

C. The person is required to register pursuant to Section 290 of the California Penal Code;

D. The person is not of good moral character or has been convicted of a crime involving moral turpitude, soliciting for prostitution, the sale or use of narcotics or dangerous drugs, unless a period of not less than five years has elapsed since the date of conviction or the date of release from confinement for such offense, whichever is later;

E. The person has been convicted within the preceding five years for driving a vehicle while under the influence of liquor or drugs, or driving recklessly;

F. Repeated and persistent violations of the traffic laws of the City and state;

G. Driving any taxicab the driver knew, or should have known, was not in safe operating condition and/or in good repair;

H. False statement(s) made on any application submitted under this chapter;

I. Operating a taxicab recklessly, unsafely, or while under the influence of alcoholic beverages, or drugs;

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J. Violation of any of the provisions of this chapter.
(Ord. 18 § 2, 2008, RCC § 5.52.120)

§ 5.48.130. Issuance of taxicab driver's permit.

A. If the City Clerk finds that the applicant is duly qualified, of good moral character, in compliance with the provisions of this chapter and there are no grounds for denial, the City Clerk shall issue a taxicab driver's permit to the applicant upon payment of all required fees. Any applicant denied permit shall be given written notice of the reason(s) for the denial. Permits shall remain the property of the City and are not transferable to any other person or driver. A permit shall be surrendered to the City Clerk by the driver upon such driver ceasing to engage in the activity of a taxicab driver. The taxicab driver's permit shall set forth the driver's name and working address. The permit shall bear a current photograph of the driver and shall be displayed while the driver is operating the taxicab so as to at all times be easily visible in the passenger's compartment of the taxicab.

B. Upon payment of all required fees, submittal of the required application and completion of fingerprinting and photographing, the City Clerk shall issue a temporary taxicab driver's permit which shall be valid for up to 60 days, if the applicant has certified under penalty of perjury that there are no ground(s) for denying the applicant a permit under the provisions of Section 5.48.120. A temporary taxicab driver's permit may be terminated by the City Clerk at any time by written notification of termination to the holder of a temporary driver's permit if a police investigation determines that grounds for denial of a permit exist under Section 5.48.120. Any temporary permit shall automatically terminate upon the issuance of a regular taxicab driver's permit to the applicant.
(Ord. 18 § 2, 2008, RCC § 5.52.130)

§ 5.48.140. Appeal procedures.

Any person denied a permit pursuant to this chapter may appeal, in writing, to the City Council stating reason(s) why the permit should be granted. The City Council may grant or deny the permit. Any appeal must be made within 10 days of the mailing of notice of the denial of a permit. The City Council may hear appeals directly, or in its sole discretion, may appoint a hearing officer to hear any appeal and make a recommendation to the City Council. The decision of the City Council on any appeal shall be final.
(Ord. 18 § 2, 2008, RCC § 5.52.140)

§ 5.48.150. Revocation of permit.

No permit issued under this chapter shall be revoked until notice is provided and a hearing to determine whether there are grounds for revocation shall have been held before the City Council or in the Council's sole discretion, before a hearing officer appointed by the City Council, to hear the appeal and make a recommendation to the Council. Notice of such hearing shall be given, in writing, and served at least 10 days prior to the date of the hearing hereon. The notice shall state the ground(s) for the proposed revocation, and shall designate the time and place where such hearing will be held. The notice shall be served upon the permit holder by delivering the same personally, or by leaving such notice at the place of business or residence of the permit holder in the custody of a person over the age of 18 years. In the event the permit holder cannot be found, and the service of such notice cannot be otherwise made in the manner herein provided, a copy of such notice shall be mailed, certified postage fully prepaid, addressed to the permit holder at

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his or her place of business or residence, at least 10 days prior to the date of such hearing. The decision of the City Council in a revocation appeal shall be final.
(Ord. 18 § 2, 2008, RCC § 5.52.150)

§ 5.48.160. Enforcement by Chief of Police.

This chapter shall be enforced by the Police Chief of the City of Wildomar.
(Ord. 18 § 2, 2008, RCC § 5.52.160)

§ 5.48.170. Exemptions.

This chapter shall not apply to public transportation service being performed pursuant to a contract with the City or any other public entity in this state. This chapter shall not apply within the boundaries of the SunLine Joint Powers Authority Transit Agency except that nonemergency medical van service and drivers thereof shall comply with this chapter. A taxicab service or nonemergency medical van service and/or driver thereof shall be required to obtain a permit(s) under this chapter whenever the driver or taxicab or nonemergency medical van service picks up customers in the City.
(Ord. 18 § 2, 2008, RCC § 5.52.170)

§ 5.48.180. Time for compliance by existing taxicab services and taxicab drivers.

Any taxicab service or taxicab driver performing service on the effective date of the ordinance codified in this chapter shall have 60 days from the effective date of such ordinance to obtain all permits required under this chapter.
(Ord. 18 § 2, 2008, RCC § 5.52.180)

§ 5.48.190. Violation—Penalty.

A. It is unlawful for any person to violate any provision of this chapter. Any person violating any provision of this chapter shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted.

B. Any person so convicted shall be: (1) guilty of an infraction offense and punished by a fine not exceeding $100.00 for a first violation; (2) guilty of an infraction offense and punished by a fine not exceeding $200.00 for a second violation. The third and any additional violations shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding $1,000.00 or six months in jail, or both.

C. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor.

D. Payment of any penalty herein shall not relieve a person from the responsibility for correcting the violation.

(Ord. 18 § 2, 2008, RCC § 5.52.190)

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CHAPTER 5.52
WEIGHING AND MEASURING DEVICES

Article I
Weights and Measures Registration

§ 5.52.010. Title.

This article shall be known as the "Weights and Measures Registration Ordinance of the City of Wildomar."
(Ord. 18 § 2, 2008, RCC § 5.56.010)

§ 5.52.020. Purpose and authority.

The purpose of this article is to establish a procedure for registering weighing and measuring instruments and to recover the costs of inspecting and testing such instruments pursuant to Section12210 of the California Business and Professions Code. The authority for this article is Division 5, Chapter 2, Article 2.1 (beginning with Section 12240) of the California Business and Professions Code. The ordinance codified in this article is adopted pursuant to Title 2, Division 2, Part 2, Chapter 1, Article 7 (beginning with Section 25120) of the Government Code.
(Ord. 18 § 2, 2008, RCC § 5.56.020)

§ 5.52.030. Definitions.

Unless otherwise specifically provided or required by the next context, certain terms or expressions used in this article have meanings as set forth below:

"Commercial purposes" shall have the meaning assigned to it by Section 12500 of the California Business and Professions Code.

"Person" shall have the meaning assigned to it by Section 12011 of the California Business and Professions Code.

"Sealer" means the sealer of weights and measures of the City and his or her duly authorized agents.

"Single business location" means as defined in Section 12240 of the California Business and Professions Code.

"Weighing and measuring instruments" means "weighing instruments" or "measuring instruments" as each are respectively defined by Section 12500 of the California Business and Professions Code.

"Weights and measures" means the weights and measures division of the City.
(Ord. 18 § 2, 2008, RCC § 5.56.030)

§ 5.52.040. Registration certificate required.

No person shall use or operate any weighing or measuring instruments for commercial purposes without having a current registration certificate for such instrument. The certificate shall be in addition to any other certificate, license or permit which may be required by the City.
(Ord. 18 § 2, 2008, RCC § 5.56.040)

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§ 5.52.050. Application and issuance of certificate.

An application for a registration certificate shall be submitted to the sealer in the form prescribed by the sealer. The sealer may waive the requirement of an application in those cases in which the sealer has the information and data required by the application. The sealer shall issue the registration certificate when the sealer has the required information and data, either by receipt of the application or by any other means, and upon payment of the application fee.
(Ord. 18 § 2, 2008, RCC § 5.56.050)

§ 5.52.060. Term of certificate.

The term of each registration certificate shall be from January 1st through December 31st of each calendar year. Renewal of a registration certificate shall be made in a manner similar to the issuance of the original registration certificate. Registration certificates not renewed by January 31st shall be considered expired until such time as the registration certificate fee and applicable penalty have been received by the City.
(Ord. 18 § 2, 2008, RCC § 5.56.060)

§ 5.52.070. Registration certificate fees.

The fees for the registration certificate and the annual renewal registration certificate fee shall be assessed at the maximum amount authorized in Section 12240 of the California Business and Professions Code. If the registration or renewal payment is late, there shall also be assessed the late registration penalty fee set forth in Section 5.52.080 of this chapter.
(Ord. 18 § 2, 2008, RCC § 5.56.070)

§ 5.52.080. Nonpayment of fees—Penalty.

To any registration certificate fee not submitted by January 31st of the year for which the fee is due, there shall be added a late fee as follows:

A. To any registration certificate fee paid late between January 31st and March 31st of the year for which the fee is due, there shall be added a penalty fee of $50.00.

B. If a registration certificate fee is not paid by March 31st of the year for which the fee is due, then the registration certificate shall become invalid and any devices still in use shall be labeled out of use by the City until the registration certificate has been reinstated. The registration certificate shall be reinstated only upon payment of the registration certificate fee and the penalty.

(Ord. 18 § 2, 2008, RCC § 5.56.080)

§ 5.52.090. Qualified certificate holders.

A registration certificate may be issued to a corporation duly authorized to transact business in this state, or to a person operating under a fictitious name who has complied with all of the provisions of Chapter 5 (commencing with Section 17900) of Part 3 of Division 7 of the California Business and Professions Code. Otherwise, all such certificates shall be issued in the true name of the applicant. Except as above provided, no business, occupation or activity for which a certificate is required may be conducted under any false or fictitious name. A registration certificate issued to a corporation shall designate such corporation by the exact name which appears in the articles of incorporation of such corporation.

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(Ord. 18 § 2, 2008, RCC § 5.56.090)

§ 5.52.100. Lost certificate.

If a current registration certificate has been lost, the person to whom it was issued may obtain a replacement from the sealer upon payment of a replacement fee of $10.00.
(Ord. 18 § 2, 2008, RCC § 5.56.100)

§ 5.52.110. Transferability of certificate.

A registration certificate is not transferable from one person to another. Instruments that are to be used on a mobile unit will be registered to one person and each vehicle shall constitute a location.
(Ord. 18 § 2, 2008, RCC § 5.56.110)

§ 5.52.120. Violations—Penalties.

A. It is unlawful for any person to violate any provision of this article, or to violate the provisions of any registration certificate granted pursuant to this article. Any person violating any provision of this article or the provisions of any registration certificate granted pursuant to this article, shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article or the provisions of any registration certificate granted pursuant to this article, is committed, continued or permitted.

B. Any person so convicted shall be: (1) guilty of an infraction offense and punished by a fine not exceeding $100.00 for a first violation; (2) guilty of an infraction offense and punished by a fine not exceeding $200.00 for a second violation. The third and any additional violations shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding $1,000.00 or six months in jail, or both.

C. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor.

D. Payment of any penalty herein shall not relieve a person from the responsibility for correcting the violation.

(Ord. 18 § 2, 2008, RCC § 5.56.120)

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Article II
Inspection and Testing

§ 5.52.130. Title.

This article shall be known as the "Inspection and Testing of Noncommercial Weighing and Measuring Instruments Ordinance."
(Ord. 18 § 2, 2008, RCC § 5.56.130)

§ 5.52.140. Purpose and authority.

The purpose of the article is to establish a schedule of fees for inspecting and testing certain commercial and noncommercial weighing and measuring instruments when the testing can legally be performed by a registered repairperson. Article I of this chapter provides for owners of commercial weighing and measuring instruments to pay registration fees to partially defray the costs of inspecting and testing the instruments. The Business and Professions Code mandates the inspection and testing of these instruments. However, the City has no provision to recover costs for inspecting and testing instruments that are not mandated by the Business and Professions Code, such as noncommercial devices. The authority for this article is Division 5, Chapter 2, Article 2 (beginning with Section 12210) of the California Business and Professions Code. This article is adopted pursuant to Title 2, Division 2, Part 2, Chapter 1, Article 7 (beginning with Section 25120) of the Government Code.
(Ord. 18 § 2, 2008, RCC § 5.56.140)

§ 5.52.150. Definitions.

Unless otherwise specifically provided or required by the context, certain terms or expressions used in this article have meanings as set forth below:

"Commercial purposes" shall have the meaning assigned to it by Section 12500 of the California Business and Professions Code.

"Sealer" means the sealer of weights and measures of the Department of Agriculture and his or her duly authorized agents.

"Weighing and measuring instruments" means "weighing instruments" or "measuring instruments" as each are respectively defined by Section 12500 of the California Business and Professions Code, excepting therefrom any retail scale used primarily for the purpose of weighing feed and seed.

"Weights and Measures Division" means the Weights and Measures Division of the City of Wildomar.
(Ord. 18 § 2, 2008, RCC § 5.56.150)

§ 5.52.160. Fees.

All fees shall be based on the recommended schedule of fees published by the Division of Measurement Standards, State Department of Food and Agriculture, as revised from time to time. All fees collected shall be credited to the general fund and used only for the administration and enforcement of laws pertaining to the Weights and Measures Division.
(Ord. 18 § 2, 2008, RCC § 5.56.160)

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§ 5.52.170. Fees for noncommercial devices.

A. The fees for the inspection and testing of noncommercial weighing and measuring devices shall be paid in accordance with the following schedule. All charges to be on a portal-to-portal basis plus mileage charges as indicated. Standby time will be computed at the same hourly rate as indicated for the particular device:

Type of Device	Price Per Hour
Small-Capacity Scales	$ 85.00*
Large-Capacity Scales (all scales exceeding 3,000 lbs. capacity)	100.00*; 130.00*
Retail Gasoline Dispensers	70.00
Wholesale Petroleum Meters	70.00
Liquefied Petroleum Gas Meters	70.00
All Other Devices	70.00

Notes:

* Mileage charge to be added for scale testing.

One dollar and fifty cents per mile for any vehicle up to 10,000 pounds GVW, plus $85.00 or $100.00 per hour. Two dollars per mile for vehicles 10,000 pounds to 40,000 pounds GVW, plus $100.00 per hour. Two dollars and fifty cents per mile for vehicles exceeding 40,000 pounds GVW, plus $130.00 per hour.

B. An additional fee of equal amount shall be collected when devices are tested after 5:00 p.m. on week-days, or on Saturdays, Sundays and holidays.

C. No devices will be tested between the hours of 8:00 p.m. and 8:00 a.m.

D. Whenever a device cannot be sealed after the first test, and if additional tests are required, a fee of like amount shall be collected for each additional test.

E. Whenever specialized equipment is rented to perform a requested test, the cost of the rented equipment will be prorated to the requesting agency.

F. All requests for inspection will be made in writing.

(Ord. 18 § 2, 2008, RCC § 5.56.170)

§ 5.52.180. Fees for commercial devices when requested by owner/user.

A. The fees for the inspection and testing of commercial weighing and measuring devices when requested by owner/user shall be paid in accordance with the following schedule. All charges to be on a portal-to-portal basis plus mileage charges as indicated. Standby time will be computed at the same hourly rate as indicated for the particular device:

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Type of Device	Price Per Hour
Small-Capacity Scales	$ 85.00*
Large-Capacity Scales (all scales exceeding 3,000 lbs. capacity)	100.00*; 130.00*
Retail Gasoline Dispensers	70.00
Wholesale Petroleum Meters	70.00
Liquefied Petroleum Gas Meters	70.00
All Other Devices	70.00

Notes:

* Mileage charge to be added for scale testing.

One dollar and fifty cents per mile for any vehicle up to 10,000 pounds GVW, plus $85.00 or $100.00 per hour. Two dollars per mile for vehicles 10,000 pounds to 40,000 pounds GVW, plus $100.00 per hour. Two dollars and fifty cents per mile for vehicles exceeding 40,000 pounds GVW, plus $130.00 per hour.

B. An additional fee of equal amount shall be collected when devices are tested after 5:00 p.m. on week-days, or on Saturdays, Sundays and holidays.

C. No devices will be tested between the hours of 8:00 p.m. and 8:00 a.m.

D. Whenever a device cannot be sealed after the first test, and if additional tests are required, a fee of like amount shall be collected for each additional test.

E. Whenever specialized equipment is rented to perform a requested test, the cost of the rented equipment will be prorated to the requesting agency.

F. All requests for inspection will be made in writing.

(Ord. 18 § 2, 2008, RCC § 5.56.180)

§ 5.52.190. Payment of fees and penalties.

Fees for the inspection and testing of weighing and measuring devices shall be due and payable upon completion of the services. Fees not paid upon completion of the services shall be subject to a surcharge of 10% of the total fees together with a charge for costs of collection and attorney fees, if any.

(Ord. 18 § 2, 2008, RCC § 5.56.190)

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CHAPTER 5.56
ALCOHOLIC BEVERAGES

§ 5.56.010. Sale or furnishing of alcoholic beverages at clothing optional resorts, campgrounds and facilities.

As per the authority granted by Business and Professions Code Section 25750, a clothing optional resort, campground or other facility may furnish or offer for sale to its members and their guests beer, wine and other alcoholic beverages, for consumption on the premises only, provided the following conditions are met.

A. The resort, campground or facility was in existence prior to January 1, 1977;

B. The resort, campground or facility is maintained and operated in full compliance with all land use regulations including proper zoning and all conditions specified in any conditional use permit that may be applicable;

C. The Chief of Police has certified in writing that based upon his or her investigation no police or law enforcement problem would be created at the facility or surrounding area by the serving of such alcoholic beverages;

D. The resort, campground or facility has obtained all licenses and clearances that are required from the State Alcohol Control Board and is operating in full compliance with all statutes, laws, regulations and policies relating to the sale of alcoholic beverages.

(Ord. 18 § 2, 2008, RCC § 5.60.010)

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CHAPTER 5.60
CONSUMER PROTECTION BUSINESS PERMIT

§ 5.60.010. Title.

This chapter shall be known as the "Consumer Protection Business Permit Ordinance of the City of Wildomar."
(Ord. 18 § 2, 2008, RCC § 5.64.010)

§ 5.60.020. Purpose and authority.

The purpose of this chapter is to establish permitting requirements to identify, monitor and impose penalties on: (1) those persons commercially engaged in the packaging of commodities in advance of sale; and (2) those persons utilizing for commercial purposes automated systems for retail sale commodity pricing commonly referred to as "scanners." The authority for this chapter is: California Business and Professions Code Sections 12009, 12011, 12011.6, 12012.1, 12013, 12015, 12015.3,12015.5, 12024.2, 12024.6, 12028, 12103.5, 12211, 12609 and 12736; California Government Code Section 25132; and California Code of Regulations, Title 4, Section 4500 et seq.
(Ord. 18 § 2, 2008, RCC § 5.64.020)

§ 5.60.030. Definitions.

Unless otherwise specifically provided or required by the next context, certain terms or expressions used herein have meanings as set forth below:

"Advertise" means a notice to attract public attention.

"Commercial purpose" means any sale of a commodity or thing by a person.

"Commodity" means any article of commerce or anything that is bought or sold.

"Department" means the Weights and Measures Division of the City of Wildomar.

"Location" means any room, enclosure, building, vehicle, space or area at a single place.

"Packer" means any person engaged in wrapping or packaging of a commodity within the City prior to and for the purpose of sale wherein the item wrapped or packaged is sold on the basis of weight, count, volume or area.

"Person" means any person, firm, corporation, business or association.

"Point of sale station" means individual and separate equipment that is capable of recovering electrically stored price information used to charge consumers for the purchase of commodities. "Point of sale station" shall include, but is not limited to, equipment that uses Universal Product Code scanners, price look-up codes, or any other system that relies on the retrieval of electronically stored information to complete a transaction of commerce between a retailer and consumer.

"Sell" or "sale" includes barter, exchange, trade, keep for sale, offer for sale or expose for sale in any of their variant forms.
(Ord. 18 § 2, 2008, RCC § 5.64.030)

§ 5.60.040. Permit required.

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A. The following must obtain a permit in accordance with the provisions of this chapter prior to the sale of any commodity: (1) any packer, and (2) any person who uses a point of sale station.

B. Separate permits are required if a person is a packer and also uses a point of sale station. A separate permit is required for each location. The permit shall be in addition to any other certificate, license, or permit which may be required by the City or any other public entity.

C. Permits shall be issued upon written application to the Department on a form furnished by the Department and payment of applicable fees.

D. The following shall be exempt from this permit requirement: Packers of less than 10,000 packages per year and wholesale agricultural packers.

(Ord. 18 § 2, 2008, RCC § 5.64.040)

§ 5.60.050. Permit term.

The term of each permit shall be from July 1st through June 30th of the following year. Renewal of a permit shall be made in a manner similar to the issuance of the original permit. Permits not renewed by July 31st shall be considered expired until such time as the permit fee and applicable penalty have been received by the Department. Permits shall be readily available to any official of the Department.

(Ord. 18 § 2, 2008, RCC § 5.64.050)

§ 5.60.060. Permit not transferable.

Permits shall not be transferable between persons or locations. Permits shall not be used by subcontractors or sublessees. Only permit holders (including their employees) shall be allowed to engage in activities regulated under the permit.

(Ord. 18 § 2, 2008, RCC § 5.64.060)

§ 5.60.070. Permit fees.

A. The fee for any packer or person using a point of sale station shall be as follows:

1. Packers.

   a. Packers of less than 10,000 packages per year: Exempt.

   b. Packers of 10,000 or more packages per year: $300.00.

2. Point of Sale Stations.

   a. One to three stations: $160.00.

   b. Four to nine stations: $240.00.

   c. More than nine stations: $300.00.

B. To any permit fee not submitted by July 31st of the year for which the fee is due, there shall be added a late fee as follows:

1. To any permit fee paid late between July 31st and September 30th of the year for which the fee is due, there shall be added a penalty fee of $50.00.

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2. If a permit fee is not paid by September 30th of the year for which the fee is due, then the permit shall become invalid and the permit shall be reinstated only upon payment of an amount which is double the amount of the permit fee due.

(Ord. 18 § 2, 2008, RCC § 5.64.070)

§ 5.60.080. Lost permit.

If a current permit has been lost, the person to whom it was issued may obtain a replacement from the Department upon payment of a replacement fee of $10.00.
(Ord. 18 § 2, 2008, RCC § 5.64.080)

§ 5.60.090. Violations—Penalties.

A. It shall be unlawful for any person to violate any provision of the ordinance codified in this chapter, or to violate the provisions of any permit granted pursuant to this chapter. Any person violating any provision of this chapter or the provisions of any permit granted pursuant to this chapter, shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter or the provisions of any permit granted pursuant to this chapter, is committed, continued or permitted.

B. Any person so convicted shall be: (1) guilty of an infraction offense and punished by a fine not exceeding $100.00 for a first violation; (2) guilty of an infraction offense and punished by a fine not exceeding $200.00 for a second violation. The third and any additional violations shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding $1,000.00 or six months in jail, or both.

C. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor.

D. Payment of any penalty herein shall not relieve a person from the responsibility for correcting the violation.

(Ord. 18 § 2, 2008, RCC § 5.64.090)

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CHAPTER 5.64
LICENSURE OF TOBACCO RETAILERS

§ 5.64.010. Purpose and intent.

The City of Wildomar has a substantial interest in promoting compliance with federal, state, and local laws intended to regulate tobacco sales and use; in discouraging the illegal purchase of tobacco products by minors; in promoting compliance with laws prohibiting sales of cigarettes and tobacco products to minors; and finally, and most importantly, in protecting children from being lured into illegal activity through the misconduct of adults. It is the intent of this chapter to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those that prohibit or discourage the sale or distribution of tobacco products to minors, but not to expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or to alter the penalty provided therefor.
(Ord. 18 § 2, 2008, RCC § 5.68.010)

§ 5.64.020. Definitions.

For the purposes of this chapter, the following words and terms shall have the following meanings:

"Arm's length transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for the primary purpose of avoiding the effect of the violations of the ordinance codified in this chapter is presumed not to be an arm's length transaction.

"Department" means the City health officer or designee.

"Hookah lounge" means any facility, building, structure, or location where customers smoke tobacco or other substances through one or more hookah pipes (also commonly referred to as a hookah or waterpipe).

"Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

"Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a 10% or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have, or can or does share, ultimate control over the day-to-day operations of a business.

"Self-service display" means the open display of tobacco products or tobacco paraphernalia in a manner that is accessible to the general public without the assistance of the retailer or employee of the retailer. A vending machine is a form of self-service display.

"Smoking" means possessing a lighted tobacco product, tobacco paraphernalia, or any other weed or plant (including a lighted pipe, lighted cigar, or lighted cigarette of any kind), the lighting of a tobacco product, tobacco paraphernalia, or any other weed or plant (including a pipe, cigar, or cigarette of any kind).

"Tobacco paraphernalia" means any item designed or marketed for the consumption, use or preparation of tobacco products.

"Tobacco product" means any of the following:

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1. Any product containing, made from, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff.

2. Any electronic smoking or vape device.

3. Any component, part or accessory of a tobacco product, whether or not it is sold separately.

"Tobacco retailing business" means any new retail business in which at least 15% of the floor or display area is devoted to tobacco products, tobacco paraphernalia or both.

"Vapor lounge" means any facility, building, structure, or location where customers use one or more electronic smoking devices to deliver an inhaled dose of nicotine or other substance within the establishment.
(Ord. 18 § 2, 2008, RCC § 5.68.020; Ord. 172 §§ 5, 6, 2019)

§ 5.64.030. Tobacco license prerequisite—Application process.

A. It is unlawful for any person to act as a tobacco retailer without first obtaining and maintaining a valid tobacco retailer's license pursuant to this chapter for each location at which that activity is to occur. Tobacco retailing without a valid tobacco retailer's license shall constitute a public nuisance.

B. A tobacco retailer or proprietor without a valid tobacco retailer license, including, for example, a revoked license:

   1. Shall keep all tobacco products and tobacco paraphernalia from public view. The public display of tobacco products or tobacco paraphernalia in violation of this provision shall constitute an "offer for sale."

   2. Shall not display any advertisement relating to tobacco products or tobacco paraphernalia that promotes the sale or distribution of such products from the tobacco retailer's location or that would lead a reasonable consumer to believe that such products can be obtained at the tobacco retailer's location.

C. Nothing in this chapter shall be construed to grant any person obtaining and maintaining a tobacco retailer's license any status or right other than the right to act as a tobacco retailer at the location in the City identified on the face of the license. For example, nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of any other provision of applicable law, including, without limitation, any condition or limitation on smoking in enclosed places of employment made applicable to business establishments by California Labor Code Section 6404.5.

D. Application for a tobacco retailer's license shall be submitted in the name of each proprietor proposing to conduct retail tobacco sales and shall be signed by each proprietor or an authorized agent thereof. It is the responsibility of each proprietor to be informed of the laws affecting the issuance of a tobacco retailer's license. A license that is issued in error or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to Section 5.64.090(D) of this chapter.

E. In addition to any other penalty under this chapter a person found to have engaged in tobacco retailing without a valid tobacco retailer's license shall be ineligible to apply for or

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be issued a tobacco retailing license according to the following:

1. After a first violation for a person within any 60-month period, no new license may issue for the person as a proprietor until 30 days have passed from the date of last violation.

2. After a second violation for a person within any 60-month period, no new license may issue for the person as a proprietor until 90 days have passed from the date of last violation.

3. After three or more violations for a person within any 60-month period, no new license may issue for the person as a proprietor until five years have passed from the date of last violation.

4. Each day that a person engages in tobacco retailing without a valid tobacco retailer's license shall constitute a separate violation.

F. Tobacco products and tobacco paraphernalia offered for sale or exchange in violation of this chapter are subject to seizure and forfeiture. Forfeited tobacco products and tobacco paraphernalia shall be destroyed.

G. All applications shall be submitted on a form supplied by the Department and shall contain the following information:

1. The name, address, and telephone number of each proprietor.

2. The business name, address, and telephone number of the single fixed location for which a tobacco retailer's license is sought.

3. The name and mailing address authorized by each proprietor to receive all license-related communications and notices (the "authorized address"). If an authorized address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in subsection (G)(2) of this section.

4. Proof that the location for which a tobacco retailer's license is sought has been issued a valid state tobacco retailer's license by the California Board of Equalization.

5. Whether or not any proprietor is a person who has been determined to have violated the ordinance codified in this chapter or has been a proprietor at a location that has been determined to have violated the ordinance codified in this chapter and, if so, the dates and locations of all such violations.

6. Such other information as the Department deems necessary for the administration or enforcement of this chapter.

(Ord. 18 § 2, 2008, RCC § 5.68.030)

§ 5.64.040. License issuance—Standards.

A. No license shall be issued by the City authorizing a tobacco retailing business, including hookah lounges and vapor lounges, for any location other than a fixed location which shall be at least 600 feet away from any public/private schools or public/private parks. In addition, tobacco retailing business, including hookah lounges and vapor lounges, by persons on foot or from vehicles are strictly prohibited.

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B. Upon the receipt of an application for a tobacco retailer's license and the license fee, the Department shall issue a license unless substantial record evidence demonstrates that one of the following bases for denial exists:

1. The application is incomplete or inaccurate.

2. The application seeks authorization for tobacco retailing at a location for which a prohibition on issuing licenses is in effect pursuant to Section 5.64.090(B) of this chapter. However, this subsection shall not constitute a basis for denial of a license if the applicant provides the City with documentation demonstrating by clear and convincing evidence that the applicant has acquired or is acquiring the location or business in an arm's length transaction.

3. The application seeks authorization for tobacco retailing for a proprietor for which a prohibition on issuing licenses is in effect pursuant to Section 5.64.090(B) of this chapter.

4. The application seeks authorization for tobacco retailing that is prohibited pursuant to subsection A of this section, that is unlawful pursuant to any other ordinance, or that is unlawful pursuant to any other local, state, or federal law.

(Ord. 18 § 2, 2008, RCC § 5.68.040; Ord. 172 § 7, 2019)

§ 5.64.050. Licenses nontransferable.

A. A tobacco retailer's license is nontransferable. If the information required in the license application pursuant to Section 5.64.030(G)(1) through (3) changes, a new tobacco retailer's license is required before the business may continue to act as a tobacco retailer. For example, if a proprietor to whom a license has been issued changes business location, that proprietor must apply for a new license prior to acting as a tobacco retailer at the new location. Or if the business is sold, the new owner must apply for a license for that location before acting as a tobacco retailer.

B. Notwithstanding any other provision of this chapter, violations accumulated against a location or business shall continue to be counted against the location or business unless the location or business has been transferred to a new proprietor and the new proprietor provides the City with documentation demonstrating by clear and convincing evidence that the new proprietor has acquired or is acquiring the location or business in an arm's length transaction.

(Ord. 18 § 2, 2008, RCC § 5.68.050)

§ 5.64.060. Fees for license.

A tobacco retailer license is invalid unless the appropriate fee has been paid in full and the term of the license has not expired. The term of a tobacco retailer license is one year. Each tobacco retailer shall apply for the renewal of his or her tobacco retailer's license no later than 30 days prior to expiration of the term.

(Ord. 18 § 2, 2008, RCC § 5.68.060)

§ 5.64.070. Other requirements and prohibitions.

A. Display of License. Each license shall be prominently displayed in a publicly and readily visible location at the licensed location.

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B. Positive Identification Required. No person shall engage in tobacco retailing without first examining the identification of the purchaser, if the purchaser reasonably appears under the age of 27 years old, and confirming that the proposed sale is to a purchaser who is at least the minimum age in state law for being sold the tobacco product or tobacco paraphernalia.

C. Minimum Age for Persons Selling Tobacco. No person shall engage in tobacco retailing if the person is younger than the minimum age in state law for being sold or for possessing any tobacco product.

D. Self-Service Displays Prohibited. No person shall display tobacco products or tobacco paraphernalia by means of a self-service display or to engage in tobacco retailing by means of a self-service display. A tobacco retailer who chooses to display tobacco products or tobacco paraphernalia in a locked cabinet, case or similar structure must post a clear and conspicuous sign on or within five feet of the display stating that the cabinet, case or structure is locked at all times.

E. Tobacco retailing businesses, hookah lounges and vapor lounges are only permitted in the C-1/C-P and C-P-S zones provided they are at least 600 feet away from any public/private school or public/private park, and subject to the tobacco licensing requirements of Chapter 5.64 of this Code.

(Ord. 18 § 2, 2008, RCC § 5.68.070; Ord. 172 § 8, 2019)

§ 5.64.080. License violation.

A. Violation of Tobacco-Related Laws. It shall be a violation of a tobacco retailer's license for a licensee, including his or her agent or employee, to violate any of the following laws:

1. Any local, state, or federal tobacco-related law.

2. Local, state, or federal sign laws.

3. Local, state, or federal laws restricting the age of purchase for any product.

B. License Compliance Monitoring.

1. Compliance with this chapter shall be monitored by the Department. Any peace officer may enforce the penal provisions of this chapter.

2. The Department shall check the compliance of each tobacco retailer at least three times per 12-month period. The department may check the compliance of tobacco retailers previously found to be in compliance a fewer number of times so that the Department may check the compliance of tobacco retailers previously found in violation a greater number of times.

3. Compliance checks shall determine, at a minimum, if the tobacco retailer is conducting business in a manner that complies with tobacco laws regulating youth access to tobacco. When appropriate, the compliance checks shall determine compliance with other tobacco-related laws.

4. The City shall not enforce any tobacco-related minimum-age law against a person who otherwise might be in violation of such law because of the person's age (hereinafter "youth decoy") if the potential violation occurs when:

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a. The youth decoy is participating in a compliance check supervised by a peace officer or a code enforcement official; or

b. The youth decoy is participating in a compliance check funded in part, either directly or indirectly through sub-contracting, by the Department of Health and Human Services or funded in part, either directly or indirectly through sub-contracting, by the California Department of Health Services.

C. No Contest Plea. A plea of "no contest" or its equivalent by a tobacco retailer for a violation of any law designated in subsection A above shall operate as an admission that this chapter has been violated for the purposes of license revocation.

(Ord. 18 § 2, 2008, RCC § 5.68.080)

§ 5.64.090. Revocation of license.

A. Revocation of License for Violation.

1. In addition to any other penalty authorized by law, a tobacco retailer's license shall be revoked if the hearing officer finds, after notice to the licensee and opportunity to be heard, that the licensee, including his or her agents or employees, has violated any of the requirements, conditions, or prohibitions of this chapter (hereinafter "license violation").

2. No attorney may take part in the defense of a license revocation proceeding unless the attorney's participation meets any exception for attorneys appearing in small claims court under California Code of Civil Procedure Section 116.530. This prohibition shall not apply if the City elects to be represented by an attorney in the proceeding and notice of the election is include in the notice given pursuant to subsection (A)(1) of this section.

3. For a first or second alleged license violation within any 60-month period, the City Attorney may engage in settlement negotiations and may enter into a settlement agreement with a tobacco retailer alleged to have violated this chapter without approval from the City Council. Settlements shall not be confidential and shall contain the following minimum terms:

a. After an alleged first license violation at a location within any 60-month period:

i. An agreement to stop acting as a tobacco retailer for at least one day;

ii. A settlement payment to the City of at least $1,000.00; and

iii. An admission that the violation occurred and a stipulation that the violation will be counted when considering what penalty will be assessed for any future violations.

b. After an alleged second license violation at a location within any 60-month period:

i. An agreement to stop acting as a tobacco retailer for at least 10 days;

ii. A settlement payment to the City of at least $5,000.00; and

iii. An admission that the violation occurred and a stipulation that the

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violation will be counted when considering what penalty will be assessed for any future violations.

B. New License after Revocation for Violation.

1. After a first license violation at a location within any 60-month period, no new license may issue for the location until 10 days have passed from the date of the last revocation or violation, which-ever is later.

2. After a second license violation at a location within any 60-month period, no new license may issue for the location until 30 days have passed from the date of the last revocation or violation, whichever is later.

3. After of a third license violation at a location within any 60-month period, no new license may issue for the location until 90 days have passed from the date of the last revocation or violation, whichever is later.

4. After four or more license violations at a location within any 60-month period, no new license may issue for the location until five years have passed from the date of the last revocation or violation, whichever is later.

C. Expiration of License. A tobacco retailer's license that is not timely renewed pursuant to Section 5.64.060 shall expire at the end of its term. To reinstate a license that has expired due to the failure to timely pay the renewal fee, the proprietor must:

1. Submit the renewal fee plus a reinstatement fee of 10% of the renewal fee.

2. Submit a signed affidavit affirming that the proprietor has not sold any tobacco product or tobacco paraphernalia during any period that the license was expired.

D. Revocation of License Issued in Error. A tobacco retailer's license shall be revoked if the Department finds, after notice and opportunity to be heard, that one or more of the bases for denial of a license under Section 5.64.040(B) existed at the time application was made or at any time before the license was issued. The revocation shall be without prejudice to the filing of a new application for a license.

(Ord. 18 § 2, 2008, RCC § 5.68.090)

§ 5.64.100. Enforcement.

The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

A. Whenever evidence of a violation of this chapter is obtained in part through the participation of a person under the age of 18 years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

B. Violations of this chapter are subject to a civil action brought by the City Attorney punishable by:

1. A fine not less than $250.00 and not exceeding $1,000.00 for a first violation in any 60-month period; or

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2. A fine not less than $1,500.00 and not exceeding $2,500.00 for a second violation in any 60-month period; or

3. A fine not less than $3,000.00 and not exceeding $10,000.00 for a third or subsequent violation in any 60-month period.

C. Violations of this chapter may, in the discretion of the City Attorney, be prosecuted as infractions or misdemeanors.

D. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall constitute a violation.

E. Violations of this chapter are declared to be public nuisances.

F. In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be remedied by a civil action brought by the City Attorney, including, but not limited to, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

(Ord. 18 § 2, 2008, RCC § 5.68.100)

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CHAPTER 5.68
BUSINESS REGISTRATION ~~AND LICENSING~~ PROGRAM

§ 5.68.010. Statement of purpose and intent.

The purpose of the provisions of this chapter is solely to provide for necessary regulation of lawful businesses being conducted within the City, in order to protect the public health, safety, and welfare of the people of the City of Wildomar. Business registration~~license~~ fees charged under the provisions of this chapter shall be revenue neutral in that they may not exceed the reasonable costs of providing the regulatory services included in the business registration ~~and licensing~~ program. No business registration~~license~~ fee charged under the provisions of this chapter shall be construed as a business registration~~license~~ tax.
(Ord. 18 § 2, 2008, RCC § 5.72.010)

§ 5.68.020. Definitions.

As used in this chapter:

"Business" means and includes professions, trades, vocations, enterprises, establishments, occupations, and all and every kind of calling, any of which are conducted, transacted or carried on for the purpose of earning in whole or in part a profit or livelihood, whether or not a profit or livelihood actually is earned thereby, whether paid in money, goods, labor, or otherwise. This definition shall apply to business establishments located within the City that are operated at a fixed physical location and those that are operated on a mobile basis by a mobile operator as defined in this section.

"City" means the City of Wildomar and its respective agencies and departments thereof.

"Home occupation" means those uses that are customarily conducted in a residence, provided that such uses must be incidental and secondary to the principal use of a dwelling as a residence. The following criteria shall apply to any home occupation:

1. Except for large family day care homes which may require two assistants and small family day care homes which may require one assistant to be present in addition to the licensee or provider, no person other than a resident of the dwelling shall be employed on the premises in the conduct of a home occupation;

2. A home occupation shall be conducted entirely within the dwelling and shall be incidental and secondary to the use of the dwelling as a residence;

3. A home occupation shall not be conducted in an accessory structure and there shall be no storage of equipment or supplies in an accessory structure or outside building;

4. The residential character of the exterior and interior of the dwelling shall not be changed;

5. No vehicles or trailers except those normally incidental to residential use shall be kept on the site; and

6. No signs other than one unlighted identification sign, not more than two square feet in area, shall be erected on the premises.

"~~License~~ Business registration inspector" means any employee, agent, representative or contractor designated by the City Manager, or designee,~~director of the transportation and land management agency~~ of the City to carry out business registration~~license~~ inspections under the provisions of this chapter.

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"Local law enforcement or governmental entities" means any city, charter city, county, charter county, or city and county, or the respective agencies and departments thereof, in the State of California.

"Mobile operator" means and refers to those businesses that are operated on a mobile basis utilizing a motor vehicle to visit customer locations to carry out business-related services. This term shall be expressly limited to those mobile-operated businesses involving: mobile automobile or other motor vehicle washing; pest control services; mobile carpet, drape or furniture cleaning; concrete mixing or cutting; masonry; painting and coating; landscaping; pool and fountain cleaning; and Port-a-Potty or other portable toilet servicing.

"Nuisance" shall have the same meaning as set forth in California Civil Code Section 3479.

"Person" means and includes all domestic and foreign corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, common-law trusts, societies, and individuals conducting, transacting or carrying on any lawful business within the City other than as an employee.

"Productive hourly rate" means and refers to the fully burdened hourly rates for each job classification required to provide a specified service. Hourly rates for services shall be established through the yearly budget process and adopted by the City Council as part of the City budget public hearings.

"Retail greenhouses" means and refers to all commercial greenhouses other than those that are licensed by the State of California in the "producer" category to grow and sell nursery stock in the amount of $1,000.00 or more in one year and that are inspected by the County Agricultural Commissioner pursuant to California Food and Agricultural Code Sections6701 et seq. and any applicable state regulations promulgated thereto.

"Retail nurseries" means and refers to all commercial nurseries other than those that are licensed by the State of California in the "producer" category to grow and sell nursery stock in the amount of $1,000.00 or more in one year and that are inspected by the County Agricultural Commissioner pursuant to California Food and Agricultural Code Sections 6701 et seq. and any applicable state regulations promulgated thereto.

"Sworn statement" means a written affidavit, declaration, or statement made under penalty of perjury under the laws of the State of California.

~~"TLMA" means and refers to the Transportation and Land Management Agency of the City and departments thereof.~~
(Ord. 18 § 2, 2008, RCC § 5.72.020)

§ 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 registration~~license~~. A separate business registration~~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. Notwithstanding anything in this code to the contrary, a vendor or other person conducting a discrete, temporary business activity pursuant to and within the scope of a duly approved Temporary Event Permit (TEP) or Temporary Use Permit (TUP) issued to a permittee/operator shall not be required to obtain a separate business registration solely for such activity.
(Ord. 18 § 2, 2008, RCC § 5.72.030)

§ 5.68.040. Fee Exemption.

The payment of business registration fees contained in this chapter, including inspection

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and enforcement fees as provided in Sections 5.68.100 and 5.68.130 of this chapter, shall not be required for those businesses falling within any of the exempt categories described in this section so long as a timely claim of exemption is filed with the City. Any person claiming an exemption pursuant to the provisions of this section shall, within 60 calendar days of being sent the initial written notification of the requirement to obtain a business registration, make a claim with the City and present all documentation substantiating the claim. If such evidence is presented in an untimely manner, such person shall be liable for the payment of the business registration~~license~~ fees imposed by this chapter, including inspection and enforcement fees as provided in Sections 5.68.100 and 5.68.130 of this chapter.

A. Churches, Temples or Other Places of Worship. Churches, temples or other places of worship, to the extent of their use for worship, religious education or the social affairs of the religious group are exempt as provided in this section. This exemption shall not apply to other activities, which are not undertaken primarily for members of the religious group, including, but not limited to, day schools, social service programs or church-owned or operated business enterprises.

B. Agriculture. The following agricultural activities are exempt as provided in this section: agricultural pursuits consisting of the growing of crops, raising of livestock, and dairying, including auxiliary and ancillary uses incidental to the operation of a farm or ranch, consisting of the purchase and storage of substances, materials, supplies, animal feeds and produce, and the marketing of farm products; provided however, that a business registration shall be required in connection with any of the following:

1. Retail nurseries;

2. Retail greenhouses; and

3. Wholesaling, processing, storage or manufacturing use which involves assembly of the products of multiple farms or ranches by a cooperative or other business enterprise for marketing distribution.

C. Federal or State Law. The provisions of this chapter shall not be deemed or construed to apply to any person transacting or carrying on any business exempt by virtue of the Constitution or applicable statutes of the United States or of the State of California from the payment of such regulatory business registration~~license~~ fees charged pursuant to this chapter, including but not limited to the following:

1. Alcoholic beverages: manufacture, sale, purchase, possession, and transportation (see California Constitution Art. XX, §22);

2. Bail bond agents (see Insurance Code Section 1800 et seq.);

3. Banks and financial corporations (see Revenue and Taxation Code Section23182);

4. Blind person operating a vending facility (see Welfare and Institutions Code Section 19633);

5. Café musicians (see Business and Professions Code Section 16000.5);

6. Insurance company that pays an in-lieu tax or premium (see California Constitution Art. XIII, Section 28);

7. Intercity transportation business (see Public Utilities Code Section 5327);

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8. Laundry equipment (see Business and Professions Code Section 16002.2);

9. Public utility franchise (see Public Utilities Code Sections 1011, 6001);

10. Real estate auctioneer (see Business and Professions Code Section16002.1);

11. Veterans (see Business and Professions Code Sections 16000.7, 16001,16001.5, 16001.7); and

12. Wholesaler/commercial traveler (see Business and Professions Code Section 16002).

D. Nonprofit Organizations. Any nonprofit organizations that are legally recognized as tax-exempt pursuant to the provisions of 26 U.S.C. Section 501(c)(3) are exempt as provided in this section.

E. Residential Facilities. Licensed residential care facilities exempt from local business registration requirements under Health and Safety Code Sections1523.1(b)(4), 1566.2, 1568.05(b)(2), 1569.185(b)(2), 1596.803(b)(2), or 1597.45(b) are exempt as provided in this section.

(Ord. 18 § 2, 2008, RCC § 5.72.040; Ord. 173 § 4, 2019)

§ 5.68.050. Evidence of doing business.

The following circumstances shall be considered prima facie evidence that a person is conducting business in the City: where any person, by use of any sign, circular, card, brochure, telephone book, magazine, newspaper, website, electronic media or other publication, shall advertise, hold out or by any other means represent that the person is in business in the City, or when any person holds an active license or permit issued by a governmental agency indicating that the person is in business in the City, and such person fails upon request of the City~~TLMA~~ to sign and provide to the City a sworn statement attesting that such person is not conducting or carrying on a business from the City. The City~~TLMA~~ shall provide a form for the purposes of the sworn statement required by this section.

(Ord. 18 § 2, 2008, RCC § 5.72.050)

§ 5.68.060. Application and issuance of business registration~~license~~.

A. Application Contents. Any person required to obtain a business registration~~license~~ pursuant to this chapter shall apply therefor by submitting the information required by the City~~TLMA on behalf of the City~~. Such information shall be a sworn statement, upon an approved form provided by the City~~TLMA~~, that may include~~s~~ the name of the applicant, the ownership of the business involved, and the any other~~following~~ information necessary, as determined by the City, to enable it to issue a business registration for which the application is made.~~:~~

~~1. The name, location and exact nature or kind of business for which the license is requested. In the event that the business is not carried out at a permanent location, the names and places of residence of those owning the business shall also be required;~~

~~2. A copy of any current permit issued by the State of California Board of Equalization to a person who contracts, sells or delivers any goods, wares, or merchandise in the City for which sales or use tax is payable to the State of California;~~

~~3. In the event that application is made for the issuance of a license to a person doing business under a fictitious name, the application shall set forth the names and places of residence of those owning such business;~~

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~~4. In the event that application is made for the issuance of a license to a corporation or partners, the application shall set forth the names and place of residence of the officers or partners thereof;~~

~~5. The urban runoff and stormwater information form shall also be completed and signed;~~

~~6. Any further information which TLMA may require to enable it to issue a business license for which the application is made.~~

B. Issuance. A business registration~~license~~ shall be issued upon satisfactory completion of an application and payment of the fee prescribed in this chapter. Such registration~~license~~ shall remain in full force and effect for a period of one year unless one of the following events takes place: business changes address or name, business is discontinued or business ownership changes.

C. ~~License~~ Fee. A standard ~~business license~~ fee shall be charged by the City to cover the reasonable costs of providing the regulatory services included in the business registration ~~and licensing~~ program. The business registration~~license~~ holder shall also be subject to periodic supplemental charges by the City in the form of an additional ~~license~~ inspection and enforcement fee as provided in Sections 5.68.100 and 5.68.130 of this chapter. No ~~business license~~ fee charged under the provisions of this chapter shall be construed as a ~~business license~~ tax.

(Ord. 18 § 2, 2008, RCC § 5.72.060)

§ 5.68.070. Renewal of business registration~~license~~.

Any person who has obtained a business registration~~license~~ pursuant to this chapter shall apply for renewal on an annual basis prior to expiration of the then-current business registration~~license~~ term. Such renewal application shall be accompanied by payment of the ~~business license~~ fee prescribed by this chapter.

(Ord. 18 § 2, 2008, RCC § 5.72.070)

§ 5.68.080. Nontransferable—Change of location or ownership, name of business.

No business registration~~license~~ issued pursuant to this chapter shall be automatically transferable; provided however, that where a registration~~license~~ is issued indicating a person is conducting, transacting or carrying on a business at a particular place under a particular name, such registration~~license~~ holder, upon application therefor, and payment of a change fee may obtain a new registration~~license~~ showing some other location within the City and/or name of the business and/or business ownership change. A new business registration ~~and license~~ shall be required as provided in Section 5.68.030 of this chapter in the event that there are any other changes than described in this section that take place with regard to a business.

(Ord. 18 § 2, 2008, RCC § 5.72.080)

§ 5.68.090. Duplicate Registration~~license~~.

A duplicate registration~~license~~ may be issued to replace any registration~~license~~ issued hereunder which has been lost or destroyed where such registration~~license~~ holder submits a statement of such fact and provides payment of a duplicate registration~~license~~ fee prescribed by this chapter.

(Ord. 18 § 2, 2008, RCC § 5.72.090)

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§ 5.68.100. Business registration fees.

The purpose of the provisions of this chapter is solely to provide for necessary regulation of lawful businesses being conducted within the City, in order to protect the public health, safety, and welfare of the people of the City. Business registration fees charged under the provisions of this chapter shall be revenue-neutral in that they may not exceed the reasonable costs of providing the regulatory services included in the business registration program. No ~~business certificate~~ fee charged under the provisions of this chapter shall be construed as a business tax. The fees associated with the business registration program will be set by City Council resolution. (Ord. 18 § 2, 2008, RCC § 5.72.100; Ord. 173 § 1, 2019)

§ 5.68.110. Contents of business registration~~license~~—Display required.

A. Every person who has submitted a satisfactory application and who has paid the required fee, as provided in this chapter, shall be issued a business registration~~license~~, which contains the following information:

1. The name of the person to whom the registration~~license~~ is issued;
2. The name of the business ~~licensed~~;
3. The physical location where such business is to be transacted and carried on;
4. The date of expiration of such registration~~license~~; and
5. Such other information as may be necessary for the enforcement of the provisions of this chapter.

B. Any person conducting, transacting or carrying on a business at a fixed location in the City shall keep the business registration~~license~~ posted in a conspicuous place in plain public view upon the physical premises where such business is taking place.

C. Any person conducting, transacting or carrying on a business but not operating at a fixed location in the City shall always keep the business registration~~license~~ on his or her person ~~at all times~~ while conducting, transacting or carrying on the business for which it is issued. Such person shall display the business registration~~license~~ to any ~~license~~ inspector, code enforcement officer, peace officer or any other authorized representative employed by the City upon request.

(Ord. 18 § 2, 2008, RCC § 5.72.110)

§ 5.68.120. ~~License~~Business inspectors.

Business~~License~~ inspectors may enter free of charge, at any time, any place of business for which a business registration~~license~~ is required by this chapter and demand the display of any such registration~~license~~ by any person engaged or employed in the transaction or carrying on of such business.

(Ord. 18 § 2, 2008, RCC § 5.72.120)

§ 5.68.130. Water quality inspections and enforcement—Additional registration~~license~~ fees.

A business~~license~~ inspector, code enforcement officer or peace officer employed by the City may enter free of charge, at any time, any place of business for which a business registration~~license~~ is required by this chapter and inspect the premises, grounds, facilities and structures located therein for compliance with water quality requirements imposed by Title 15 and Chapter 13.12, California Water Code Sections 13000 et seq. (Porter-

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Cologne Water Quality Control Act), Title 33 U.S.C. Sections 1251 et seq. (Clean Water Act) and any applicable state or federal regulations promulgated thereto, and any related administrative orders or permits issued in connection therewith. Failure to maintain the business premises, grounds, facilities and structures located therein in compliance with water quality requirements is a violation of this chapter. The City may initiate enforcement actions against business registration~~license~~ holders whose business premises are found upon inspection to be in violation of water quality requirements. The business registrat~~r~~ion~~license~~ holder shall be liable to the City for an additional ~~license~~ inspection and enforcement fee based on the hourly rates provided in Section 5.68.100 of this chapter.
(Ord. 18 § 2, 2008, RCC § 5.72.130)

§ 5.68.140. False statements.

Every person who makes any false statement or representation in any application for a business registration~~license~~ commits a violation of this chapter.
(Ord. 18 § 2, 2008, RCC § 5.72.140)

§ 5.68.150. Unlawful business.

No business registration~~license~~ issued pursuant to this chapter shall be construed as authorizing the conduct of or continuance of any occupation, use or activity of any kind which is prohibited by City ordinance, state or federal law or regulation.
(Ord. 18 § 2, 2008, RCC § 5.72.150)

§ 5.68.160. Violation—Penalty.

Any person in violation of this chapter is subject to the procedures and penalties set forth in Chapter 1.16.
(Ord. 18 § 2, 2008, RCC § 5.72.160)

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CHAPTER 5.72
ROADSIDE VENDING

§ 5.72.010. Purpose, intent, and findings.

A. The purpose and intent of this chapter is to protect the public safety and welfare against the problems created by the proliferation of Roadside Vending in the City. The increase in the number of unregulated roadside vendors has created significant public safety and welfare concerns in the City.

B. The City Council finds that the regulation and prohibition of the Roadside Vending activities specified in this chapter are necessary to prevent significant health and traffic hazards causing bodily harm to persons in the City. Further, the City Council finds that the Roadside Vending activities within the public road right-of-way may cause automobile accidents that could result in serious and fatal bodily harm to citizens traveling through and living within the City, and for those reasons, additional regulation of roadside vendors is needed.

(Ord. 18 § 2, 2008, RCC § 5.76.010; Ord. 176 § 2, 2020)

§ 5.72.020. Definitions.

Whenever, in this chapter, the following terms are used, they shall have the meaning ascribed to them in this section. If not otherwise defined in this section, all terms shall have their ordinary meaning.

"Department of Environmental Health" means the Riverside County Department of Environmental Health.

"Enforcement officer" means all of the following:

1. The Riverside County Director of Environmental Health and duly authorized designees;

2. The Wildomar Chief of Police and duly authorized designees; and

3. The Wildomar ~~Transportation and Land Management Agency~~Public Works Director and/or City Engineer and duly authorized designees; and~~.~~

~~3.~~4. The Wildomar Community Development Director and duly authorized designee.

"Public road right-of-way" means 40 feet from the pavement edge of any road, public street, private street, intersection, County highway or alley up to, but not within, the boundaries of the adjacent private properties.

"Residential street" means any public or private street within a residence district as defined within California Vehicle Code Section 515.

"Roadside vending" means the offering or displaying for sale or selling of any food, merchandise, goods, or wares, from a vehicle.

"Street" means any road, public street, private street, intersection, County highway or alley.

"Vehicle" means a motorized vehicle as defined in California Vehicle Code Section 670.

"Vendor" means any person that engages in vending activities including from a lawfully parked vehicle.

(Ord. 18 § 2, 2008, RCC § 5.76.020; Ord. 176 § 2, 2020)

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§ 5.72.030. Prohibition.

No person shall offer or display for sale or sell any food, merchandise, goods, or wares within the public road right-of-way, road median, or street unless otherwise allowed under Section 5.72.040 of this chapter.
(Ord. 18 § 2, 2008, RCC § 5.76.030; Ord. 176 § 2, 2020)

§ 5.72.040. Roadside vending from lawfully parked vehicle on residential streets.

A person may engage in roadside vending from a lawfully parked vehicle on a residential street, provided the following restrictions are followed:

A. No person roadside vending from a lawfully parked vehicle shall operate any time from one-half hour after sunset to one-half hour before sunrise and any other time when visibility is not sufficient to render clearly discernible any person or vehicle on the highway at a distance of 1,000 feet, unless in conjunction with a special event as set forth in Title 17.

B. No person shall engage in roadside vending from a lawfully parked vehicle at one fixed location longer than necessary to complete a sales transaction. Such sale shall not exceed five minutes.

C. No vendor shall leave any location without first picking up, removing and disposing of all trash or refuse remaining as the result of sales.

(Ord. 18 § 2, 2008, RCC § 5.76.040; Ord. 176 § 2, 2020)

§ 5.72.050. Compliance with other applicable law.

A. Any vendor who engages in roadside vending activities that fall within the specified exception in Section 5.72.040 of this chapter or beyond the public road right-of-way on private property shall comply with otherwise applicable laws, including business licensing, permitting and zoning requirements.

B. Any vendor engaged in the retail sale of food shall obtain a food facility permit from the Department of Environmental Health.

(Ord. 18 § 2, 2008, RCC § 5.76.050; Ord. 176 § 2, 2020)

§ 5.72.060. Enforcement.

A. In addition to any criminal, civil, or administrative action that may be taken pursuant to Chapter 1.16, an enforcement officer may seize any goods, wares, merchandise, perishable or nonperishable foods, and/or equipment, including pushcarts, but not including vehicles, used in violation of this chapter pending an administrative hearing before the Director of Code Enforcement or authorized designee as set forth in subsection B of this section. At the time of seizure, the seller shall be served by the enforcement officer with an itemized receipt identifying the seized items, and a notice of hearing, which shall have the date, time, and place (address) of the hearing on the seized items. The said hearing must be held within 10 business days following the service of receipt and notice of hearing for the seized items. If the seller is unavailable or unknown, the receipt and notice of hearing may be posted at the location where the items were seized.

B. Pursuant to Chapter 1.16, the Director of Code Enforcement or authorized designee shall determine whether the seller was in violation of this chapter. If, after the hearing, the

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Director of Code Enforcement or authorized designee determines, beyond a preponderance of the evidence, that the seller violated any provision of this chapter, the seized items will be considered forfeited to the City, and any enforcement officer may destroy or otherwise dispose of the seized items no sooner than the 95th day after the Director of Code Enforcement or authorized designee's written decision is mailed or personally served on the seller.

C. If the items are perishable, the enforcement officer may dispose of the perishable items immediately. If the seller waives his or her right to a hearing, then the nonperishable seized items will be considered forfeited to the City and may be immediately destroyed or otherwise disposed of by the enforcement officer. If the seller or agent does not appear for the hearing provided for in this chapter, the nonperishable seized items shall be deemed abandoned and forfeited to the City and may be immediately destroyed or otherwise disposed of by the enforcement officer without further notice to the seller. If the nonperishable seized items are evidence in a criminal proceeding, those items shall not be returned or destroyed pending release by the appropriate authorities.

D. Pursuant to California Code of Civil Procedure Section 1094.6, any action to review the decision of the authorized designee shall be commenced no later than the 90th day after the date that the authorized designee's decision is mailed or personally served on the vendor.

(Ord. 18 § 2, 2008, RCC § 5.76.060; Ord. 176 § 2, 2020)

§ 5.72.070. Severability.

If any clause, provision, sentence, or paragraph of this chapter, or the application thereof, is deemed to be invalid as to any person, entity, establishment, or circumstance, such invalidity shall not affect the other provisions of the ordinance codified in this chapter which shall remain in effect.

(Ord. 18 § 2, 2008, RCC § 5.76.070; Ord. 176 § 2, 2020)

§ 5.72.080. Public nuisance declaration.

Any violation of this chapter is declared to be unlawful and a public nuisance.

(Ord. 18 § 2, 2008, RCC § 5.76.080; Ord. 176 § 2, 2020)

§ 5.72.090. Incorporation by reference.

Additional remedies, penalties, and procedures are set forth in Chapter 1.16.

(Ord. 18 § 2, 2008, RCC § 5.76.090; Ord. 176 § 2, 2020)

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CHAPTER 5.76
COMMERCIAL CANNABIS LICENSING

§ 5.76.010. Purpose and Intent.

A. This chapter shall provide for the regulation and licensing of medicinal and adult-use cannabis businesses throughout the City in conformance with applicable State and local laws and regulations pertaining to medicinal and adult-use cannabis.

B. The City Council finds that it is necessary for the City to adopt local licensing standards for medicinal and adult-use cannabis businesses for the purpose of controlling and regulating the cultivation, distribution, transport, storage, manufacturing, processing, testing and sale of medicinal cannabis and medicinal cannabis products to qualified patients, and adult-use cannabis and adult-use cannabis products to adults 21 years of age and over.

C. The purpose of this chapter is to regulate all commercial cannabis activity in the City, as defined in the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), to the extent authorized by State law and in a manner designed to minimize negative impacts on the City and neighboring uses, and promote the health, safety, morals, and general welfare of residents and businesses within the City.

(Ord. 188 § 2, 2020)

§ 5.76.020. Relationship to other laws.

A. Except as otherwise specifically provided herein, this chapter incorporates the requirements and procedures set forth in MAUCRSA. In the event of any conflict between the provisions of this chapter and the provisions of MAUCRSA or any other applicable State or local law or regulation, the more restrictive provision shall control.

B. Except as expressly stated herein, cannabis businesses must comply with all other city codes and regulations. Nothing in this chapter shall be construed as permitting a cannabis business to operate at any time in a manner that is in violation of other applicable State and local laws.

(Ord. 188 § 2, 2020)

§ 5.76.030. Definitions.

Unless otherwise defined herein, the terms in this chapter shall have the same meaning as set forth in MAUCRSA and any rules promulgated pursuant thereto. In addition, the following terms shall be defined as follows:

"Cannabis business" means any person engaged in commercial cannabis activity.

"Certificate of accreditation" means a certificate issued by an accrediting body to a licensed testing laboratory, entity, or site to be registered in the State.

"City" means Wildomar, California.

"City Manager" means the City Manager of the City or a duly authorized designee.

"Distribution site" means a facility where cannabis and cannabis products are stored or inspected by a distributor for the purposes of distribution.

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"Distributor" means a cannabis business that engages in the distribution and transportation of cannabis and cannabis products to other cannabis businesses.

"Fee, application" means the fee paid to the City concurrently with the submittal of an application for a license (initial or renewal) for the purpose of recouping the City's reasonable costs associated with the processing, review and approval or denial of the license application.

"Fee, regulatory" means the fee paid to the City by a licensee for the purpose of recouping the City's reasonable regulatory costs in connection with the administration and enforcement of this chapter.

"Good cause" for purposes of denying an initial local license issuance, for suspending or revoking a local license, or for denying a local license renewal, means:

1. The applicant or licensee has violated any of the terms, conditions, or provisions of this chapter, State law, regulations and rules promulgated pursuant to State law, applicable local rules and regulations, or special terms or conditions placed upon its conditional use permit, State license, or local license;

2. The premises has been or is proposed to be operated in a manner that adversely affects the public health, safety or welfare or the safety of the immediate neighborhood in which the establishment is or will be located;

3. The applicant or licensee has knowingly made false statements, misrepresentations or material omissions on an application form, renewal form, or any other document submitted to the City;

4. The applicant or licensee, or any owner of the applicant or licensee, operated a cannabis business in violation of this chapter or Chapter 17.315 of the Code;

5. For renewals, suspensions and revocations, the licensee fails to allow inspection of the security recordings, activity logs, or business records of the licensed premises by City officials.

"Identification card" or "ID card" means a valid identification card issued pursuant to Section11362.7 et seq., of the California Health and Safety Code.

"Identification card holder" or "ID card holder" means an individual who is a qualified patient who has applied for and received a valid ID card pursuant to Article 2.5 of Chapter 6 of Division 10 of the California Health and Safety Code.

"Licensed premises" means a premises for which a local license has been issued pursuant to this chapter.

"Licensee" means a person who has been issued a local license pursuant to this chapter.

"Limited access area" means a building, room or other area that is part of the licensed premises where cannabis is grown, cultivated, stored, weighed, displayed, packaged, or sold to other cannabis businesses with limited access to only authorized personnel.

"Local license" means a license granted by the local licensing authority, pursuant to this chapter.

"Local licensing authority" means the City Manager.

"Manufacturing site" means a premises where a manufacturer engages in the manufacture of cannabis products.

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"Medicinal and Adult-Use Cannabis Regulation and Safety Act" or "MAUCRSA" means Division 10 of the California Business and Professions Code.

"Medicinal cannabis patient" means both a qualified patient without an identification card and an ID card holder.

"Owner" means any of the following:

1. A person with an aggregate ownership interest of 10% or more in the person applying for a license or a licensee, unless the interest is solely a security, lien, or encumbrance.
2. The chief executive officer of a nonprofit or other entity.
3. A member of the board of directors of a nonprofit.
4. An individual who will be participating in the direction, control, or management of the person applying for a license.

"Physician," as used in this chapter, shall mean an individual who possesses a license in good standing to practice medicine or osteopathy from the State of California.

"Primary caregiver" has the meaning set forth in Section 11362.7(d) of the California Health and Safety Code.

"Qualified patient" has the meaning set forth in Section 11362.7(f) of the California Health and Safety Code.

"State law(s)" means and includes California Health and Safety Code Section11362.5 (Compassionate Use Act of1996); California Health and Safety Code Sections 11362.7 to 11362.85 (Medicinal Marijuana Program Act); the MAUCRSA, and all other applicable laws and regulations of the State of California.

"State license" means a State license issued under MAUCRSA, and includes both an A-license and an M-license, as well as a testing laboratory license.

"State licensing authority" means the State agency responsible for the issuance, renewal, or reinstatement of a State license, or the State agency authorized to take disciplinary action against a State licensee.
(Ord. 188 § 2, 2020)

§ 5.76.040. Local license in addition to business license or other permit.

The local license required by this chapter shall be in addition and supplemental to any other business registration or any permit required by any ordinance of the City.
(Ord. 188 § 2, 2020)

§ 5.76.050. Local license required.

A. It is unlawful to operate any cannabis business in the City without first having obtained a local license under this chapter.

B. The City may grant a local license prior to the applicant having obtained a State license. A cannabis business must possess the requisite State and local licenses prior to receiving a certificate of occupancy from the City.

(Ord. 188 § 2, 2020)

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§ 5.76.060. Local license application process.

A. All applications for local licenses required pursuant to this chapter shall be made upon current forms prescribed by the local licensing authority. All applications for local licenses must be accompanied by the application fee as established by resolution of the City Council as amended from time to time.

B. An applicant shall file with the local licensing authority the following at the time of application for a local license:

1. An operating plan for the proposed cannabis business including the following information:

a. A general description of the types of products and services to be provided by the facility;

b. A floor plan designating all interior dimensions of the licensed premises and the layout of the cannabis business, including all limited access areas, areas of ingress and egress, and all security cameras. Such floor plan shall also show the principal uses of the floor area depicted therein. For cultivation sites, such floor plan shall distinguish all dimensions of areas in which plants are located;

c. For a retailer, a statement confirming whether delivery service of cannabis to any location outside the premises will be provided and the extent of such service, and in the event delivery is provided, a detailed delivery plan detailing how the retailer will comply with all requirements of this chapter, MAUCRSA, and any other applicable State or local laws.

2. Authorization for the local licensing authority to seek verification of the information contained with-in the application.

3. Proof of the nature of the cannabis business's organizational status, such as articles of incorporation, by-laws, organizational minutes, partnership agreements, or such other documentation acceptable to the City.

4. Proof that the applicant is, or will be, entitled to possession of the premises for which application is made. Evidence of lawful possession consists of properly executed deeds of trust, leases, evidence of ownership of the licensed premises, or other written documents acceptable to the local licensing authority.

5. The applicant shall provide any additional information that the local licensing authority may request to process and fully investigate the application. Failure to provide such additional information may result in denial of the application.

C. If the application is incomplete, the applicant shall have an opportunity to cure the incompleteness within 30 calendar days of written notice of incompleteness by the local licensing authority.

D. The local licensing authority shall issue a license to any applicant who has submitted a complete application and paid the application fee unless the local licensing authority finds that good cause exists to deny the license.

E. The applicant shall pay to the City the regulatory licensing fee, if any, established by

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resolution of the City Council. The initial regulatory licensing fee shall be due in two equal installments upon the issuance of a certificate of occupancy for the cannabis business premises and six months thereafter, or upon the expiration of the initial license term, whichever occurs first. The initial regulatory licensing fee shall be pro-rated so that no regulatory license fee is owed for the portion of the license term occurring prior to receipt of a certificate of occupancy. Subsequent regulatory licensing fees shall be paid in full every two years concurrently with the renewal of the license.

F. A local license issued pursuant to this chapter shall specify the date of issuance, the period of licensure, the name of the licensee, the address of the licensed premises, and the nature of the cannabis business licensed. All local licenses are valid for two years.

(Ord. 188 § 2, 2020)

§ 5.76.070. Conditions of approval, administrative rules.

A. The local licensing authority may place conditions upon the approval of any local license which are, in the opinion of the local licensing authority, reasonably related to the protection of the health, safety and welfare of the neighborhood in which the proposed licensed premises is to be located and of the general public.

B. The local licensing authority is authorized to make rules, policies and procedures consistent with the intent and spirit of this chapter concerning the applications, the application process, the information required of applicants, the application procedures, and the administration and procedures to be used and followed in the application process.

(Ord. 188 § 2, 2020)

§ 5.76.080. Changes and modifications of local licenses.

In addition to any applicable requirements in Chapter 17.315 of this Code, the following requirements apply for transfers of or changes to the ownership of a licensee, modifications to a licensed premises, and changes of location of a cannabis business.

A. Change of Ownership. Subsequent to the issuance of a local license, the licensee shall report any transfer of ownership in the cannabis business to the local licensing authority on forms prescribed by the local licensing authority and pay the application fee established by resolution of the City Council.

1. A change of ownership that solely involves a previously approved owner no longer being an owner of the cannabis business shall be reported to the local licensing authority within 30 calendar days of the change. The City will remove a previously approved owner from a license only if notarized statements are submitted by all approved owners consenting to the change, or the change is mandated by order of a court of competent jurisdiction.

2. A change in ownership that involves adding a new owner to the previously approved ownership must be approved by the local licensing authority in advance. The local licensing authority shall approve the change in ownership unless there is good cause to deny the change. All owners must submit notarized statements agreeing to the addition of a new owner to the business.

B. Modification of Licensed Premises. A licensee shall not make physical changes, alterations, or modifications to the licensed premises that materially or substantially alters

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the licensed premises from the plans approved by the local licensing authority without the prior written approval of the local licensing authority. Material changes include, but are not limited to: an increase or decrease in the total square footage of the licensed premises or the addition, sealing off, or relocation of a wall, common entryway, doorway, or other means of public ingress and/or egress. Applications for modifications of licensed premises shall be made on forms prescribed by the local licensing authority and shall be accompanied by the application fee established by resolution of the City Council. The local licensing authority shall approve the proposed modification if it meets all requirements of this chapter and all other applicable State laws and City codes and ordinances, and will not present a threat to the public health, safety or welfare.

C. Change of Location.

1. A licensee may apply to the local licensing authority to change the location previously approved for such local license to any other place in the City, but it is unlawful to engage in any commercial cannabis activity at any such place or location until express permission to do so is granted by local licensing authority, the City has issued a conditional use permit to the licensee for the new location, and a certificate of occupancy has been issued for the new location. Applications for changes of location shall be made on forms prescribed by the local licensing authority and be accompanied by the application fee established by resolution of the City Council.

2. In permitting a change of location, the local licensing authority may change any existing conditions of approval on the license and/or add new conditions of approval as determined appropriate by the local licensing authority.

(Ord. 188 § 2, 2020)

§ 5.76.090. Renewal of local license.

A. A cannabis business that desires to renew its license shall apply for the renewal no less than 30 calendar days prior to the local license's expiration date. If the cannabis business files a renewal application within 30 calendar days prior to expiration, the cannabis business must provide a written explanation detailing the circumstances surrounding the late filing. The local licensing authority may accept or reject such late filing in its discretion. The local licensing authority may elect to administratively continue a local license past its expiration date, provided that the licensee has submitted a renewal application that is pending final action.

B. An application for renewal shall be submitted on forms provided by the local licensing authority, accompanied by the application fee established by resolution of the City Council. The following information shall be submitted as a part of the renewal application:

1. Proof that no changes to the ownership of the licensee has occurred since last approved by the local licensing authority.

2. Proof that the licensee is still entitled to the possession and use of the licensed premises.

3. Any other information that the local licensing authority deems necessary to determine whether to renew the local license.

C. The local licensing authority shall renew a local license if the licensee has submitted a

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complete application and paid the application fee, unless the local licensing authority finds that good cause exists to deny the license renewal. Notwithstanding the foregoing, the local licensing authority in its discretion may elect not to renew any local license if it determines that the licensed premises has not been used for a cannabis business, without reasonable cause as determined by the local licensing authority, during the term of the license.

D. Unless administratively continued pursuant to subsection A, a local license is immediately invalid upon expiration and the cannabis business shall cease operations. If a local license expires, the local licensing authority may approve a renewal of the expired license at any time up to three months from the expiration date of the license. After the license has been expired for three months, the license may not be renewed by the local licensing authority, and the holder of the expired license must apply for and obtain a new cannabis license to resume operations.

(Ord. 188 § 2, 2020)

§ 5.76.100. Appeal of decision on local license.

Any applicant may appeal the local licensing authority's approval, conditional approval, or denial of an initial local license, renewal thereof, or a change to the license requested under Section 5.76.080, or a revocation or suspension of the license under Section 5.76.210. Such appeal shall be filed with the City Clerk within 10 calendar days of the date of the decision of the local licensing authority and must state the basis for the appeal. The City Clerk will give the appellant written notice of the date, time and place of the appeal hearing. The City Council shall hear the appeal de novo and shall not be limited by the rules of evidence. The council may affirm, amend or reverse the decision of the local licensing authority.

(Ord. 188 § 2, 2020)

§ 5.76.110. Cannabis business operational requirements.

All cannabis business must comply with the requirements set forth in this section.

A. General Obligation to Operate in Compliance. A cannabis business shall operate in compliance with all applicable State and local laws and regulations governing cannabis businesses.

B. General Obligation to Pay Taxes. A cannabis business must pay all applicable taxes pursuant to Federal, State, and local law, including, but not limited to, State and local sales and use taxes and State excise taxes.

C. General Obligation for Compliant Facilities. The licensed premises shall fully comply with all applicable rules, regulations, and laws including, but not limited to, building and safety codes, and the Americans with Disabilities Act.

D. Age Requirement. A cannabis business shall not allow an individual less than 21 years of age to work within the licensed premises or handle cannabis and cannabis products.

E. Age Restrictions. A cannabis business may not permit an individual less than 21 years of age to enter, or be within, its licensed premises, except that a cannabis business with an M-license from the State may allow persons 18 years of age or older within the licensed premises if they are an ID card holder or qualified patient with physician's recommendation from a licensed physician.

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F. Secure Storage of Product. Cannabis and cannabis products possessed by a cannabis business shall be kept and stored in a secured manner at all times.

G. Cannabis Consumption on Licensed Premises. Smoking, vaporizing, ingesting, or otherwise consuming cannabis and cannabis products at a licensed premises is prohibited. "Licensed premises" as used in this subsection includes the actual building, as well as any accessory structures, common areas and parking areas. A sign shall be posted at each entrance to a licensed premises that clearly and legibly states, "Smoking, vaporizing, ingesting, or otherwise consuming cannabis or cannabis products on these premises or in their vicinity is prohibited and a violation of the Wildomar Municipal Code."

H. Prohibition on Alcohol and Tobacco Sales, Distribution, or Consumption on Licensed Premises. A cannabis business shall not sell, provide, store, or distribute any alcoholic beverages or tobacco products, or allow such products to be consumed on the licensed premises.

I. On-Site Signage. On-site signage for a cannabis business that is viewable from the exterior of the cannabis business shall comply with all local signage laws applicable to the licensed premises, including Chapters 17.251 and 17.254 of this Code. Signage may not be designed to appeal to children, or contain any false or misleading statements, or make any misrepresentations.

J. Advertising. A cannabis business shall not advertise in a manner intended to encourage persons under 21 years of age to consume cannabis or cannabis products. It is unlawful for any cannabis business to make any claims that a product is safe because it is tested. All advertisements, including off-site advertising signs, shall comply with Chapter 15 of MAUCRSA.

K. Display of License. A cannabis business shall display a copy of its local license issued pursuant to this chapter in a conspicuous place at or near the entrance to the licensed premises.

L. No Physician Evaluations on Licensed Premises. A cannabis business shall not permit a physician to evaluate potential medicinal cannabis patients or to provide a physician's recommendation for medicinal cannabis within its licensed premises. Cannabis businesses shall not offer or provide any form of remuneration to a physician who provides physician's recommendations for medicinal cannabis.

M. Community Relations Designee. A cannabis business must provide the City with the name, phone number, facsimile number, and email address of an on-site community relations representative or staff member or other representative whom the City can contact regarding operating concerns associated with the cannabis business. The cannabis business shall report any change in their community relations designee to the City within 10 calendar days.

N. Accurate Weights and Measures. Scales and weighing mechanisms used by a cannabis business to weigh non-waste products must be able to weigh to within 1/100th of a gram, shall be maintained in good working order and shall be subject to annual inspection by either a Riverside County Agricultural Commissioner's office weights and measures official or a licensed scale company.

O. Waste Disposal.

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1. Chemical, Dangerous and Hazardous Waste. Disposal of chemical, dangerous or hazardous waste must be conducted in a manner consistent with Federal, State and local laws, regulations, rules or other requirements. This may include, but is not limited to, the disposal of all pesticide or other chemicals used in the cultivation process, certain solvents or other chemicals used in the production of cannabis concentrate.

2. Cannabis Waste. Cannabis waste shall be stored, managed, and disposed of in accordance with Section 5054 (Destruction of Cannabis Goods Prior to Disposal) of Title 16, Division 42 of the California Code of Regulations, as that section may be amended or renumbered from time to time.

P. General Sanitary Requirements. A cannabis business must ensure that its licensed premises are maintained in a sanitary manner and activities on its licensed premises are conducted in a sanitary manner.

1. All facilities of a cannabis business must have adequate and sufficient access to bathrooms and hand-washing facilities with running water at a suitable temperature.

2. Hand-washing facilities shall be located where good sanitary practices require workers to wash or sanitize their hands, and provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

3. All workers that engage in the preparation or dispensing of edible cannabis products must comply with the provisions of all relevant State and local laws regarding the preparation, distribution, and sale of food.

Q. Security Requirements. The licensed premises of a cannabis business must comply with all of the following security requirements:

1. Video Surveillance. The licensed premises must be equipped with a video surveillance system that meets all of the requirements set forth in this subsection.

a. Security cameras and digital storage of recordings shall be maintained in good condition and used in an on-going manner, 24 hours per day, seven days per week.

b. The security system must maintain at least 90 days of digitally recorded video for each security camera in the licensed premises. Security footage should be stored in an MPEG4, MJPEG, H.264, or another format approved by the local licensing authority in writing.

c. Security cameras must provide adequate and sufficient coverage for the facility, which must include, but need to be limited to, all limited access areas, all areas of ingress and egress, point of sale, the public areas, storage areas, and any other areas as required by this chapter and the MAUCRSA.

d. The video surveillance system must be equipped with a failure notification system that provides prompt notification to the manager of record of the licensed premises of the cannabis business of any surveillance interruption or complete failure of the surveillance system that lasts longer than 15 minutes.

e. The video surveillance system shall have sufficient battery backup to support a

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minimum of 15 minutes of recording in the event of a power outage.

2. Alarm System. The licensed premises shall have an audible interior and exterior security alarm system installed on all perimeter entry points and perimeter windows, operated, and monitored by a security company licensed by the Department of Consumer Affairs, Bureau of Security and Investigative Services.

3. Signage Requirement. The licensed premises must comply with the following signage requirements.

   a. A sign shall be posted in a conspicuous place near each point of public access which shall be not less than 12 inches wide and 12 inches long, composed of letters not less than one inch in height, stating "All Activities Monitored by Video Camera."

   b. Limited access areas shall be clearly identified by the posting of a sign which shall be not less than 12 inches wide and 12 inches long, composed of letters not less than one-half inch in height, which shall state, "Limited Access Area—Authorized Personnel Only."

4. Lighting. The business entrance(s) and all window areas shall be illuminated during evening hours. The cannabis business shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, and shielding.

5. Commercial-Grade Locks. All points of ingress and egress to a licensed premises shall ensure the use of commercial-grade, nonresidential door locks or window locks.

6. Notification of Local Licensing Authority and Law Enforcement. A cannabis business shall notify the local licensing authority and the appropriate law enforcement authorities within twenty-four hours after discovering any of the following:

   a. Significant discrepancies identified during inventory;

   b. Diversion, theft, loss, or any criminal activity involving the retailer or any employee or agent of the retailer;

   c. The loss or unauthorized alteration of records related to cannabis, cannabis patients, primary caregivers, or retailer employees or agents; or

   d. Any other breach of security.

R. Subletting Prohibited. Licensees are not authorized to sublet any portion of a licensed premises for any purpose, unless all necessary applications to modify the existing licensed premises to accomplish any subletting have been approved by the local licensing authority.

S. Recordkeeping. Cannabis businesses shall keep and maintain all records specified in Chapter 16 of the MAUCRSA and shall make the same available for inspection and examination of the local licensing authority or its duly authorized representatives during standard business hours of the licensed facility or at any other reasonable time. Cannabis businesses are required to exercise due diligence in preserving and maintaining all required records.

T. Transactions. Licensees shall only do business with cannabis businesses that licensed or permitted to do business in their respective jurisdictions.

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(Ord. 188 § 2, 2020)

§ 5.76.120. Retailer operational requirements.

In addition to the operation requirements in Section 5.76.110, a retailer must comply with the requirements set forth in this section.

A. Limited Hours of Operation. A retailer may only be open to the public and engage in sales between the hours of 8:00 a.m. and 10:00 p.m.

B. Window Displays. Cannabis, cannabis products and cannabis paraphernalia shall not be placed in a window display or otherwise placed in a manner primarily intended for individuals outside of the premises to view the products.

C. Age Restricted Entry. A retailer may not permit an individual less than 21 years of age into the licensed premises, except a retailer with an M-license from the State may permit an individual aged 18 years or older into the licensed premises if the retailer verifies the individual is an ID card holder or qualified patient with a physician's recommendation.

D. Cannabis Paraphernalia Sales. Dispensaries may sell or otherwise provide equipment, supplies, and paraphernalia used to consume cannabis and cannabis products.

E. Electronic Point-of-Sale System Required. Dispensaries must have an electronic point of sale system. The electronic point of sale system must be capable of producing an electronic or automatic paper record for all transactions associated with any product sold, rented, or otherwise provided to the customer.

F. No Sales of Expired Product. A retailer may not sell any expired products, cannabis or cannabis products. A retailer shall not alter, edit, or adjust in any manner an expiration date on any item or product once affixed by its manufacturer.

G. Handling of Edible Cannabis Products. A retailer that possesses edible cannabis products shall comply with the provisions of all relevant State and local laws regarding the storage, handling, and sale of food.

H. Delivery of Cannabis and Cannabis Products. A retailer that provides delivery service shall comply with the following requirements:

1. The retailer shall not delivery cannabis or cannabis products to any location outside of California or to any location within California where the delivery of cannabis or cannabis products has been prohibited by the City or County.

2. The delivery service must be approved by the local licensing authority as a part of the licensing process. The deliveries must be conducted in accordance with any relevant State laws, this Code, any applicable local laws in the delivery location, and any conditions imposed upon the license.

3. The retailer must keep in place standard operating procedures that ensure the safety and security of those individuals engaging in delivery and the and security of all cannabis being delivered, including procedures to prevent diversion.

4. A retailer may only deliver cannabis to a specific street address requested by the purchaser. Delivery to parks, schools or any other public facilities is prohibited.

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5. Upon arrival at the delivery address and prior to transferring any cannabis or cannabis products, the delivery person must verify and confirm that the identity of the recipient is the same as the person who requested the delivery and that the person is either 21 years of age or a qualified patient or primary caregiver.

6. A retailer shall report to the local licensing authority and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents such as thefts or suspicious activity, that occur during transportation and delivery, within 24 hours.

7. The delivery shall keep a delivery manifest that includes the following information:

   a. All cannabis that will be transported, accurately inventoried;

   b. Departure date and approximate time of departure;

   c. Arrival date and approximate time of arrival;

   d. Name, address, local license number and CUP number of the originating cannabis business;

   e. Name and address of the individual requesting the delivery;

   f. Delivery vehicle make, model, and license plate number; and

   g. Name and signature of the individual transporting the cannabis.

8. Sale of Live Plants. A retailer may sell and offer for sale seeds and immature cannabis plants, but shall not sell or offer for sale live mature cannabis plants. The retailer may provide light and water to immature cannabis plants being offered for sale but may not engage in any other cultivation activity unless the retailer is licensed and permitted by the State and the City to engage in cannabis cultivation. For the purposes of this provision, an immature cannabis plant is defined as a nonflowering cannabis plant that is shorter and narrower than 18 inches.

(Ord. 188 § 2, 2020)

§ 5.76.130. Manufacturing site operational requirements.

In addition to the operational requirements in Section 5.76.110, manufacturers must comply with the requirements set forth in this section.

A. Edible Cannabis Products. Edible cannabis products shall be manufactured, packaged and labeled in compliance with MAUCRSA and any implementing regulations adopted by the State.

   1. Edible cannabis products must be individually packaged and ready for sale by the manufacturer prior to sale or transfer to another cannabis business.

   2. Any person that is involved in the manufacture of edible cannabis products must be a State certified food handler. The valid certificate number of such person must be on record at the manufacturing site where that individual produces edible cannabis products.

   3. Any facility used by a cannabis business to manufacture edible cannabis products shall be constructed, operated and inspected in accordance with the applicable

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building code and applicable food safety requirements.

4. A cannabis business that manufactures edible cannabis products must comply with the provisions of all relevant State and local laws regarding the preparation, distribution, and sale of food; which shall include, but not be limited to, hand-washing requirements, use of gloves for packaging, and policies prohibiting individuals suffering from symptoms associated with communicable diseases or infections from engaging the production of edible cannabis products.

B. Expiration Date. A cannabis business engaged in the manufacture of cannabis products, including an edible cannabis product, that is perishable shall assign an expiration-date or use-by date, whichever is appropriate, to all perishable cannabis products. Once an expiration date or use-by date is assigned to cannabis products, it shall be unlawful for a person to alter that date or affix a new label with a later use-by or expiration date.

C. Extraction Requirements.

1. A manufacturer engaged in extraction may only engage in type of extraction approved by the local licensing authority in its application for a local license. The licensee shall not make any modifications to the method of extraction without first obtaining a modification of its local license.

2. Within the limitations set forth by State law, a cannabis business that extracts cannabis or produces cannabis concentrate using a solvent must use a professional-grade, closed-loop extraction system capable of recovering the solvent used and must only use a solvent that is permissible under the MAUCRSA and the manufacturer's State license.

(Ord. 188 § 2, 2020)

§ 5.76.140. Cultivation operational requirements.

In addition to the operational requirements in Section 5.76.110, a cultivator must comply with the requirements set forth in this section.

A. Cultivators must comply with the Federal Worker Protection Standard (40 CFR 170).

B. The cultivation of cannabis must be conducted in accordance with all applicable Federal, State, and local laws and regulations governing the use of pesticides.

C. The use of pesticides must be recorded in a log in accordance with 16 CCR Section 1970.

D. The cultivation of cannabis shall be conducted in a secure manner and shall not be visible from a public right-of-way. As used in this subsection D, the term "visible" means capable of being seen without visual aid by an individual of normal acuity.

E. A licensee may not distribute, sell, dispense, or administer cannabis on the licensed premises of a cultivation site except for as authorized by the MAUCRSA and other applicable State law.

(Ord. 188 § 2, 2020)

§ 5.76.150. Distribution operational requirements.

In addition to the operational requirements in Section 5.76.110, distributors shall comply with

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the requirements of this section.

A. Quality Assurance and Testing.

1. Prior to distribution, the distributor shall inspect cannabis for quality assurance as required by MAUCRSA and to ensure the labeling and packaging of the cannabis and cannabis products conforms to the requirements of this chapter and MAUCRSA.

2. Distributors shall ensure that cannabis and cannabis products in its custody are tested by a licensed testing laboratory in accordance with MAUCRSA prior to distributing the cannabis and cannabis products to a retailer.

B. Transportation.

1. A distributor may not transport cannabis to or from another cannabis business outside the State of California.

2. An individual may only transport cannabis on behalf of a distributor if the individual:

a. Is an employee of the distributor and is listed on the distributor's employee list;

b. Possesses a copy of the distributor's local license; and

c. Possesses a copy of a transportation manifest that meets all the requirements of MAUCRSA and subsection (B)(3).

3. Transportation Manifest.

a. A cannabis business must create a transportation manifest in accordance with this chapter for every transport and delivery of cannabis. A cannabis business must ensure that a copy of the appropriate transportation manifest accompanies every transport and delivery of cannabis and is kept for retention by the originating cannabis business in compliance with Section 5037 (Record Retention) of Title 16, Division 42 of the California Code of Regulations.

b. If a cannabis businesses makes multiple pick-ups or deliveries during a single trip, then a separate transportation manifest shall be required for each pick-up or delivery.

c. A transportation manifest will be deemed sufficient if it accurately reflects:

i. All cannabis that will be transported to the address reflected on the manifest, accurately inventoried to include the weight of any raw cannabis or cannabis concentrate and the number of individual cannabis products;

ii. Departure date and approximate time of departure;

iii. Arrival date and approximate time of arrival;

iv. Name, address, local license number and CUP number (or, for cannabis businesses outside of Cathedral City, a similar number issued by the cannabis business's local jurisdiction) of the originating cannabis business;

v. Name, address, local license and CUP number (or, for cannabis businesses outside of Cathedral City, a similar number issued by the cannabis

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business's local jurisdiction) of the receiving cannabis business;

vi. Delivery vehicle make, model, and license plate number; and

vii. Name and signature of the individual transporting the cannabis.

4. A cannabis business with a local license may only transport cannabis between licensed premises by way of motor vehicle, unless the transport is between two licensed premises that are within the same building or at the same street address.

5. A cannabis business with a local license shall transport cannabis in a manner that is secure and not visible from outside the vehicle.

6. An employee transporting cannabis pursuant to this chapter must take a direct route from the distributor to the destination of the other cannabis business(es) and may not make any stops other than those necessary in the ordinary course of business.

C. Bonding. Transporters shall comply with applicable State laws and regulations, if any, requiring that they be bonded and insured.

D. Preparation of Cannabis and Cannabis Products for Transportation.

1. All cannabis and cannabis products must be appropriately and completely tracked in a cannabis business's inventory tracking system prior to transportation to another cannabis business. This must include verifying and documenting the weight of any raw cannabis or cannabis concentrate and the number of individual cannabis products being transported.

2. Preparations for the transport of cannabis and cannabis products must be conducted in a limited access area on camera.

E. Receiving Cannabis and Cannabis Products.

1. A distributor may not receive cannabis or cannabis products unless accompanied by a transportation manifest that meets all of the requirements set forth in subsection (B)(3). The distributor must retain copies of transportation manifests associated with all deliveries of cannabis.

2. Immediately upon receipt, all cannabis and cannabis products must be appropriately and completely tracked in the distributor's inventory tracking system. This must include verifying and documenting the weight of any raw cannabis or cannabis concentrate and the number of individual cannabis products being transported.

F. Perishable Cannabis Products. A cannabis business must provide adequate refrigeration when engaged in the transportation of perishable cannabis products.

(Ord. 188 § 2, 2020)

§ 5.76.160. Testing laboratory operation requirements.

In addition to the operational requirements in Section 5.76.110, a testing laboratory shall comply with the requirements of this section.

A. No Other Ownership. An owner of a testing laboratory shall not have an ownership or other direct financial interest in any other commercial cannabis business license type.

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B. Accreditation. A testing laboratory shall obtain and maintain ISO/IEC 17025 accreditation.

C. Operating Procedures. A testing laboratory shall adopt and adhere to standard operating procedures to ensure the reporting of accurate test results, including, but not limited to, equipment, calibration, and methodology standards, that are consistent with its ISO/IEC 17025 accreditation.

1. A testing laboratory shall obtain samples of cannabis and cannabis products for testing in accordance with a statistically valid method designed to ensure that a sample is representative of the whole. Sampling methods should have at least a 95% confidence rate.

2. A testing laboratory shall destroy and safely dispose of the remains of any samples of cannabis or cannabis products tested upon completion of the analysis and the expiration of any retention time pursuant its standard operating procedures.

3. A testing laboratory shall maintain all testing results as a part of their respective business records and must keep such records in compliance with Section 5037 (Record Retention) of Title 16, Division 42 of the California Code of Regulations.

(Ord. 188 § 2, 2020)

§ 5.76.170. Packaging and labeling.

A. Compliance with State Law. All packaging and labeling of cannabis and cannabis products by a cannabis business must, at a minimum meet the requirements of Chapter 12 of MAUCRSA and any implementing regulations, as the same may be amended from time to time or superseded or replaced by subsequent State legislation or by any State department or division.

B. Tamper-Evident, Child-Resistant Packaging Required. Prior to delivery or sale at a retailer to a purchaser, cannabis and cannabis products shall be labeled and placed in a resealable, tamper-evident, child-resistant package and shall include a unique identifier for the purposes of identifying and tracking cannabis and cannabis products.

C. Cannot Be Attractive to Children. Cannabis packaging and labeling shall not be designed to appeal to children, including, but not limited to, cartoon characters or similar images.

D. State-Mandated Warnings and Information. All cannabis and cannabis product labels and inserts shall include the State-mandated warnings and information contained in Business and Professions Code Section 26120(c).

(Ord. 188 § 2, 2020)

§ 5.76.180. Visitor requirements.

A. Visitors. Any individual permitted to enter a limited access area who is not an owner or employee of the cannabis business is a visitor for the purposes of this section. Notwithstanding the foregoing, State and local employees, or their official designees, shall not be considered a visitor provided the individual is on the licensed premises for purposes of official government business.

B. Visitors Identification and Record Requirements. Prior to permitting a visitor into a limited access area, a cannabis business must check the individual's valid government issued

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identification. The visitor shall be required to sign the cannabis business's visitor log, which must include the individual's name, date of entry, and purpose for entry.

C. Visitors Must Be at Least 21 Years of Age. A cannabis business may not permit a visitor who is less than 21 years of age to enter a limited access area.

D. Visitors Prohibited Conduct. A visitor shall not be permitted to engage in the cultivation, preparation, processing, manufacturing, packaging, labeling, transportation, or sale of cannabis.

(Ord. 188 § 2, 2020)

§ 5.76.190. Limitations on City's liability.

To the fullest extent permitted by law, the City shall not assume any liability whatsoever, with respect to approving any local license pursuant to this chapter or the operation of any cannabis business approved for such local license pursuant to this chapter. As a condition of approval a local license granted under this chapter, the applicant or its legal representative shall:

A. Indemnify and hold the City harmless from any and all claims, damages, legal or enforcement actions, including, but not limited to, any actions or claims associated with violation of Federal law associated with the operation of the cannabis business and delivery of cannabis as provided in this chapter; and

B. Maintain insurance in the amounts and of the types that are acceptable to the City pursuant to guidelines and policies set forth by the local licensing authority; and

C. Name the City as an additionally insured on all City-required insurance policies; and

D. Defend, at its sole expense, any action against the City, its agents, officers, and employees related to the approval of a local license or the operation of the cannabis business; and

E. Reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of any legal challenge (or Federal enforcement action) related to the City's approval of a local license or conditional use permit. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder.

(Ord. 188 § 2, 2020)

§ 5.76.200. Inspections.

A. Recordings made by security cameras at any cannabis business shall be made immediately available to the local licensing authority upon verbal request for law or regulatory enforcement and criminal investigation purposes. Such recordings shall be considered confidential and shall not be released to the public pursuant to Government Code Section6254(f) without the consent of the licensee.

B. The local licensing authority shall have the right to enter all cannabis businesses from time to time unannounced for the purpose of making reasonable inspections to observe and enforce compliance with this chapter. Such inspections shall be limited to observing the licensed premises for purposes of determining whether the cannabis business is being operated or maintained in compliance with this Code, State law, and other applicable laws and regulations. Any cannabis business licensed pursuant to this chapter may be required

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to demonstrate, upon demand by the local licensing authority that the source and quantity of any cannabis or cannabis products found upon the licensed premises is in full compliance with any applicable local or State law or regulation.

C. The local licensing authority shall have the right to inspect records of medicinal cannabis patients and primary caregivers that have made purchases of medicinal cannabis or medicinal cannabis products from a retailer for the sole purpose of determining whether any and all such individuals are qualified to make such purchases. Such inspections of records shall not be used for any other purposes, nor shall the records be removed off-site by the City without a court order.

D. The local licensing authority may delegate an act required to be performed pursuant to this section to any code enforcement officer or official of the City, including, without limitation, the Chief of Police, the Fire Chief, the Building Official, the Finance Director, the City Attorney, or any designee of such officers or officials.

E. Applicants and licensees must cooperate with the local licensing authority and designees who are conducting inspections or investigations relevant to the enforcement of laws and regulations related to this chapter.

(Ord. 188 § 2, 2020)

§ 5.76.210. Enforcement—Suspension and revocation of license.

A. The provisions of this chapter may be enforced by the local licensing authority by any means provided for in Chapter 1.16 of this Code in addition to any and all other remedies, civil, equitable or criminal, afforded to the City under the law. The operation of a cannabis business in violation of this chapter or any conditions of approval placed on a licensee's local license is hereby deemed to be a public nuisance.

B. In addition to any other remedies available to the City under the law, a license issued under the terms of this chapter may be suspended or revoked by the local licensing authority if he or she concludes any of the following:

1. The cannabis business or licensee has violated any of the requirements of this chapter, Chapter 17.315, the applicable conditional use permit, or the applicable development agreement.

2. The cannabis business is being operated in a manner which constitutes a nuisance.

3. The cannabis business is being operated in a manner which conflicts with or violates State laws.

4. A licensee's conditional use permit or development agreement issued pursuant to Chapter 17.315 of this Code has been terminated or revoked.

5. A licensee's State license has been suspended, terminated, or revoked.

C. A license may be suspended or revoked by the local licensing authority as follows:

1. For a first violation within a 24-month period, the license may be suspended for 10 days.

2. For a second violation within a 24-month period, the license may be suspended for 30

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days.

3. For a third violation within a 24-month period, the license may be suspended for 60 days.

4. For a fourth or subsequent violation within a 24-month period, the license may be revoked, and no new license may be issued to any owner of the subject cannabis business for a period of at least one year.

D. Notwithstanding subsection B of this section, any suspension of a local license that is due to the suspension of the licensee's State license shall be no shorter than the length of time the State license is suspended.

(Ord. 188 § 2, 2020)

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SUBJECT: Resolution Authorizing Issuance of Special Tax Bonds, Series 2026 for Community Facilities District No. 2023-1 (Avalino)

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
1. Adopt a Resolution entitled:

RESOLUTION NO. 2026 - ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR AUTHORIZING THE ISSUANCE OF ITS SPECIAL TAX BONDS, SERIES 2026 IN A PRINCIPAL AMOUNT NOT TO EXCEED TWELVE MILLION DOLLARS ($12,000,000) AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

2. Authorize the issuance of the Community Facilities District 2023-1 (Avalino) Special Tax Bonds, Series 2026 in an aggregate principal not to exceed $12,000,000 under certain parameters defined in the Resolution

3. Approve the form of the Financing Documents including the Indenture, the Bond Purchase Agreement, a Continuing Disclosure Certificate and the Preliminary Official Statement.

4. Authorize the City Manager and Finance Manager, or designees, to execute all documents related to the issuance of the Special Tax Bonds for Community Facilities District No. 2023-1 (Avalino) and the ability to make minor changes to these documents as required to carry out the financing.

SUMMARY:
This item will consider the issuance of the Community Facilities District No. 2023-1 (Avalino) Special Tax Bonds, Series 2026 in an aggregate principal amount not to exceed $12,000,000.

BACKGROUND:
On September 13, 2023 the City held a public hearing and an election of all landowners within the proposed District. At the same time, the City adopted a resolution establishing the District and a resolution determining the necessity to incur bonded indebtedness in an aggregate principal amount not to exceed $15,000,000.

The foregoing resolutions specified that Special Taxes will be levied on all parcels of taxable value within the District to pay the principal and interest on any bonds of the District that may

be issued and sold. These bonds are being issued to finance City facilities and Elsinore Valley Municipal Water District facilities, and to pay the costs of the District to issue the bonds. The District also incurs annual administrative expenses for determining, apportioning, levying and collecting special taxes and reporting on and paying the principal and interest on the Bonds. These costs are funded from the ongoing levy of special taxes within the District.

DISCUSSION:
The property within the District that is subject to the Special Taxes is being developed by D.R. Horton Los Angeles Holding Company, Inc. (D.R. Horton) into 117 single family homes in a project being marketed as Avalino. The project is located in the southwest portion of the City to the southwest of Palomar Street and Washington Avenue at Starbuck Circle. As of November 3, 2025, D.R. Horton had completed and conveyed 79 homes within the District to individual homeowners. As of such date, D.R. Horton owned two model homes, seven completed production homes, nine homes under construction, and 20 near-finished lots. As of December 1, 2025, D.R. Horton has obtained building permits for 112 of the 117 planned homes in the District. D.R. Horton expects to complete and convey all homes in the District to individual homeowners by August 2026. The backbone infrastructure (sewer, water, storm drains, utilities, and arterial roads) necessary to develop the property within the District has been completed. Remaining improvements include finishing of minor in-tract improvements for the remaining homes to be constructed.

The attached resolution authorizes the issuance of the Special Tax Bonds and authorizes certain representatives of the City to execute documents or otherwise to take actions necessary to facilitate closing of the Bonds, within certain parameters.

Financing Team
The Financing Team for this transaction consists of City staff from the Finance and Public Works Departments, and Counsel from the City Attorney's office; Wilmington Trust, National Association, will act as Trustee; Stradling Yocca Carlson & Rauth LLP, is serving as Bond Counsel and Disclosure Counsel; Spicer Consulting Group, LLC, is Special Tax Consultant; and CSG Advisors Incorporated, is Municipal Advisor. Piper Sandler & Co. is the Underwriter of the Bonds. Piper Sandler was selected based on their response to a competitive request for proposal. Costs associated with the bond issuance will be paid from proceeds of the Bonds.

Stephen G. White, MAI conducted an appraisal (Attachment 6) of certain land and existing improvements within the District to provide and estimate of the market value of such land and improvements. The Appraisal Report provides an estimate of the approximate market value of the "as-is" condition of the property in the District subject to the levy of Special Taxes, assuming that development of the property as currently planned will consist of 117 residential units. The Appraiser concluded that the market value of all of the parcels within the District subject to the Special Tax was $70,395,000 as of November 3, 2025.

Good Faith Estimates
Senate Bill 450 (SB 450) added Section 5852.1 to the California Government Code. SB 450 requires, prior to issuance of bonds, a public agency disclose in a public meeting, good faith financing estimates provided by an Underwriter, Municipal Advisor, or private lender. These estimates include: a) the true interest cost of the bonds; b) the total finance charge of the bonds equal to the sum of all fees and charges paid to third parties; c) the amount of estimated

bond proceeds minus the total finance charge of the bonds, and any reserves funded from proceeds of the bonds; and d) the total payment amount. The total payment amount should be calculated to the final maturity of the bonds. The following Good Faith Estimate was prepared by Municipal Advisor, CSG Advisors Incorporated, in consultation with the Underwriter, Piper Sandler, based on market conditions on November 18, 2025. The following estimates have no bearing on, and should not be misconstrued as not to exceed financial parameters as authorized under the Resolution:

a. The true interest cost of the Bonds is estimated at 5.05% calculated as provided in Section 5852.1(a)(1)(A) of the Code.
b. The finance charge of the Bonds, including all fees and charges paid to third parties, is estimated at $296,000.
c. The amount of proceeds received by the District to fund the public improvements, less the finance charge of the Bonds described above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds is $9,469,000.
d. The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at $22,035,000.

The actual amounts will depend on market conditions and can be expected to vary from the estimates set forth above.

ACCOUNT CODE:
Fund 613

FISCAL IMPACT:
The Bonds are not obligations of the City, but are rather secured by the Special Taxes of CFD 2023-1. There is no fiscal impact to the City's general fund. The cost of financing (including underwriting, legal, appraisal and consultant costs), estimated at approximately $296,000, will be paid from proceeds of the bond issuance. Debt service on the Special Tax Bonds and ongoing administration of the District will be funded through Special Taxes levied within the District.

ATTACHMENTS:
Attachment #1 - Resolution Of Issuance (Wildomar (CFD 2023-1) 2026 Special Tax Bonds.docx
Attachment #2 - Bond Indenture City Of Wildomar CFD 2023-1 (Avalino).docx
Attachment #3 - Preliminary Official Statement City Of Wildomar CFD 2023-1 (Avalino).docx
Attachment #4 - District Continuing Disclosure CertIficate Wildomar Avalino.docx
Attachment #5 - Bond Purchase Agreement- City of Wildomar CFD No. 2023-1 (Avalino) 2026 Bonds.docx
Attachment #6 - Final Appraisal Report.pdf
Attachment #7 - Community Facilities District 2023-1 Issuance Presentation (Avalino).pdf

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR AUTHORIZING THE ISSUANCE OF ITS SPECIAL TAX BONDS, SERIES 2026 IN A PRINCIPAL AMOUNT NOT TO EXCEED TWELVE MILLION DOLLARS ($12,000,000) AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City Council (the "City Council") of the City of Wildomar (the "City"), has heretofore undertaken proceedings to establish Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar (the "District") and declared the necessity to issue bonds on behalf of the District pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, pursuant to Resolution Nos. 2023-48 and 2023-49 adopted by the legislative body of the District on September 13, 2023, certain bond propositions were submitted to the qualified electors within the District, and were approved by more than two-thirds of the votes cast at the election held on September 13, 2023; and

WHEREAS, the legislative body of the District desires to issue a first series of bonds for the District at this time under the Act to finance certain public facilities which the District is authorized to finance (the "Facilities"); and

WHEREAS, the District desires to accomplish the financing of certain public facilities through the issuance of bonds in an aggregate principal amount not to exceed $12,000,000 designated as the "Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Special Tax Bonds, Series 2026" (the "Bonds"); and

WHEREAS, in order to effect the issuance of the Bonds, the District desires to enter into various agreements and approve certain documents in substantially the forms presented herein; and

WHEREAS, based on the appraisal of real property prepared by Stephen G. White, MAI (the "Appraisal") of property within the District, the value of the real property in the District subject to the special tax to pay debt service on the Bonds is more than three times the sum of the principal amount of the Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on property within the District as calculated in the manner set forth in Section 53345.8(a) of the Act; and

WHEREAS, the City Council has determined in accordance with Section 53360.4 of the Act that a negotiated sale of the Bonds to Piper Sandler & Co. (the "Underwriter") in accordance with the terms of the Bond Purchase Agreement for the Bonds to be

entered into by the District and the Underwriter (the "Bond Purchase Agreement") approved as to form by this City Council herein will result in a lower overall cost to the District than a public sale; and

WHEREAS, pursuant to Government Code Section 8855, the District is required to adopt a debt management policy; and

WHEREAS, the District has determined to adopt the City's Debt Management Policy adopted by the City Council of the City on June 14, 2017 as the debt management policy of the District; and

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

SECTION 1. Each of the above recitals is true and correct.

SECTION 2. The issuance of the Bonds is hereby authorized in an aggregate principal amount not to exceed $12,000,000, with the exact principal amount to be determined by the official signing the Bond Purchase Agreement in accordance with Section 5 below. The City Council hereby determines that it is prudent in the management of the District's fiscal affairs to issue the Bonds. The Bonds shall mature on the dates and pay interest at the rates set forth in the Bond Purchase Agreement to be executed on behalf of the District in accordance with Section 5 hereof. All other provisions of the Bonds shall be governed by the terms and conditions of the Bond Indenture (the "Indenture"), which Indenture is hereby approved in substantially the form on file with the City Clerk, with such additions thereto and changes therein as the officer or officers executing the same deem necessary to enhance the security for the Bonds, to cure any ambiguity or defect therein, to insert the offering price(s), interest rate(s), selling compensation, principal amount per maturity, redemption dates and prices and such other related terms and provisions as limited by Section 5 hereof or to conform any provisions therein to the Bond Purchase Agreement or the Official Statement delivered to the Underwriter of the Bonds. Approval of such changes shall be conclusively evidenced by the execution and delivery of the Indenture by one of the following: the Mayor, the City Manager, the Finance Manager, or their written designees (each, an "Authorized Officer" and collectively, the "Authorized Officers"), each of whom is authorized to execute the Indenture. Capitalized terms used in this Resolution which are not defined herein have the meanings ascribed to them in the Indenture.

SECTION 3. The Bonds shall be executed on behalf of the District by the manual or facsimile signature of the Mayor of the City or his or her written designee and be attested by the manual or facsimile signature of the City Clerk. Wilmington Trust, National Association is hereby appointed to act as trustee, registrar and transfer agent for the Bonds.

SECTION 4. The covenants set forth in the Indenture to be executed in accordance with Section 2 above are hereby approved, shall be deemed to be covenants of the City Council and shall be complied with by the District and its officers. The Indenture shall constitute a contract between the District and the Owners of the Bonds.

SECTION 5. The form of the Bond Purchase Agreement presented at this meeting is hereby approved and each of the Authorized Officers is hereby authorized to execute the Bond Purchase Agreement, with such additions thereto and changes therein relating to dates and numbers as are necessary to conform the Bond Purchase Agreement to the dates, amounts and interest rates applicable to the Bonds as of the sale date. Approval of such additions and changes shall be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement by one or more of such Authorized Officers; provided, however, that the Bond Purchase Agreement shall be signed only if the Underwriter's discount does not exceed 0.90% of the principal amount of the Bonds and only if the true interest cost on the Bonds does not exceed ____6.50%. Each of the Authorized Officers is authorized to determine the day on which the Bonds are to be priced in order to attempt to produce the lowest borrowing cost for the District and may reject any terms presented by the Underwriter if determined not to be in the best interest of the District.

SECTION 6. The form of the Continuing Disclosure Certificate presented at this meeting is hereby approved and each of the Authorized Officers is hereby authorized and directed to execute the Continuing Disclosure Certificate in the form hereby approved, with such additions therein and changes thereto as the Authorized Officer executing the same deem necessary, with such approval to be conclusively evidenced by the execution and delivery of such certificate.

SECTION 7. The form of the Preliminary Official Statement presented at this meeting is hereby approved and the Underwriter is hereby authorized to distribute the Preliminary Official Statement to prospective purchasers of the Bonds in the form hereby approved, together with such additions thereto and changes therein as are determined necessary by the Authorized Officers to make such Preliminary Official Statement final as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission. Each of the Authorized Officers is hereby authorized to execute a final Official Statement in the form of the Preliminary Official Statement, together with such changes as are determined necessary by the Authorized Officers, to make such Official Statement complete and accurate as of its date. The Underwriter is further authorized to distribute the final Official Statement for the Bonds and any supplement thereto to the purchasers of the Bonds upon the execution of the final Official Statement as described above.

SECTION 8. In accordance with the requirements of Section 53345.8 of the Act, based on the Appraisal, the legislative body of the District hereby determines that the value of the real property in the District subject to the special tax to pay debt service on the Bonds is more than three times the principal amount of the Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on property within the District, all as calculated in the manner provided in Section 53345.8(a) of the Act.

SECTION 9. Each Authorized Officer is authorized to provide for all services necessary to effect the issuance of the Bonds. Such services shall include, but not be limited to, printing the Bonds, obtaining legal services, trustee and paying agent services and any other services deemed appropriate as set forth in a certificate of such Authorized Officer. Each Authorized Officer is authorized to pay for the cost of such services,

together with other costs of issuance, from Bond proceeds deposited pursuant to the Indenture.

SECTION 10. The Authorized Officers, the City Clerk and the other officers and staff of the City and the District responsible for the fiscal affairs of the District are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to accomplish the issuance, sale and delivery of the Bonds in accordance with the provisions of this Resolution and the fulfillment of the purposes of the Bonds as described in the Indenture, including providing certificates to the Underwriter as to the accuracy of any information relating to the District which is included within the Official Statement. Any document authorized herein to be signed by the City Clerk may be signed by a duly appointed deputy clerk.

SECTION 11. The District hereby adopts the City's Debt Management Policy, as amended, supplemented and restated from time to time, as the debt management policy of the District pursuant to California Government Code Section 8855.

SECTION 12. The City Council acknowledges that the good faith estimates required by Section 5852.1 of the California Government Code are disclosed in the staff report and are available to the public at the meeting at which this Resolution is approved.

SECTION 13. This Resolution shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 14th day of January, 2026:

Carlos Marquez
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales Garcia, CMC
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales Garcia, 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 January 14, 2026, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales Garcia, CMC
City Clerk
City of Wildomar

BOND INDENTURE

Between

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
OF THE CITY OF WILDOMAR

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

$_____
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
OF THE CITY OF WILDOMAR
SPECIAL TAX BONDS, SERIES 2026

Dated as of February 1, 2026

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BOND INDENTURE

THIS BOND INDENTURE dated as of February 1, 2026, by and between COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR (the "District") and WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee (the "Trustee"), governs the terms of the Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Special Tax Bonds, Series 2026 and any Parity Bonds issued in accordance herewith from time to time.

RECITALS :

A. The City Council of the City of Wildomar, located in the County of Riverside, California (the "City Council"), has undertaken proceedings and declared the necessity to issue bonds on behalf of the District pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California (the "Act").

B. Based upon Resolution Nos. 2023-48 and 2023-49 adopted by the City Council on September 13, 2023, and an election held on such date, authorizing the levy of a special tax and the issuance of bonds, the District is authorized to issue bonds in one or more series pursuant to the Act, in an aggregate principal amount not to exceed $15,000,000.

C. Pursuant to Resolution No. 2025-__ adopted on January 14, 2026, by the City Council, acting as the legislative body of the District, the District is authorized to issue the Bonds (as defined herein) in an aggregate principal amount of $_____ to finance various Project Costs (as defined herein);

D. The District has determined that all requirements of the Act for the issuance of the Bonds have been satisfied.

NOW, THEREFORE, in order to establish the terms and conditions upon and subject to which the Bonds are to be issued, and in consideration of the premises and of the mutual covenants contained herein and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the District does hereby covenant and agree, for the benefit of the Owners of the Bonds and any Parity Bonds (as defined herein) which may be issued hereunder from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the following terms shall have the following meanings:

Account. The term "Account" means any account created pursuant to this Indenture.

Act. The term "Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Section 53311 *et seq.* of the California Government Code.

Acquisition and Construction Fund. The term "Acquisition and Construction Fund" means the fund by that name established pursuant to Section 3.1 hereof.

Administrative Expense Fund. The term "Administrative Expense Fund" means the fund by that name created and established pursuant to Section 3.1 hereof.

Administrative Expenses. The term "Administrative Expenses" means the administrative costs with respect to the calculation and collection of the Special Taxes, including all attorneys' fees and other costs related thereto, the fees and expenses of the Trustee, any fees and related costs for credit enhancement for the Bonds or any Parity Bonds which are not otherwise paid as Costs of Issuance, any costs related to the District's compliance with state and federal laws requiring continuing disclosure of information concerning the Bonds and the District, and any other costs otherwise incurred by City staff on behalf of the District in order to carry out the purposes of the District as set forth in the Resolution of Formation and any obligation of the District hereunder.

Administrative Expenses Cap. The term "Administrative Expenses Cap" means $30,600, which amount shall escalate at 2.00% per Fiscal Year (all as calculated by the District), commencing July 1, 2027.

Alternate Penalty Account. The term "Alternate Penalty Account" means the account by that name created and established in the Rebate Fund pursuant to Section 3.1 hereof.

Annual Debt Service. The term "Annual Debt Service" means the principal amount of any Outstanding Bonds or Parity Bonds payable in a Bond Year either at maturity or pursuant to a Sinking Fund Payment and any interest payable on any Outstanding Bonds or Parity Bonds in such Bond Year, if the Bonds and any Parity Bonds are retired as scheduled.

Authorized Investments. The term "Authorized Investments" means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(1) For all purposes, including defeasance investments in refunding escrow accounts:

(a) cash; or

(b) obligations of, or obligations guaranteed as to principal and interest by, the U.S. or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the U.S., including U.S. treasury obligations, all direct or fully guaranteed obligations, Farmers Home Administration, General Services Administration, guaranteed Title XI financing, Government National Mortgage Association (GNMA) and State and Local Government Series; or

(c) obligations of government-sponsored agencies that are not backed by the full faith and credit of the U.S. Government: Federal Home Loan Mortgage Corporation (FHLMC) debt obligations, Farm Credit System (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives), Federal Home Loan Banks (FHL Banks), Federal National Mortgage Association (FNMA) debt obligations, Financing Corp. (FICO) debt obligations, Resolution Funding Corp. (REFCORP) debt obligations and U.S. Agency for International Development (U.S.A.I.D.) guaranteed notes.

(2) For all purposes other than defeasance investments in refunding escrow accounts:

(a) obligations of any of the following federal agencies, which obligations represent the full faith and credit of the United States of America: Export-Import Bank, Rural Economic Community Development Administration, U.S. Maritime Administration, Small Business Administration, U.S. Department of Housing & Urban Development (PHAs), Federal Housing Administration and Federal Financing Bank;

(b) direct obligations of any of the following federal agencies, which obligations are not fully guaranteed by the full faith and credit of the United States of America: senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC), obligations of the Resolution Funding Corporation (REFCORP) and senior debt obligations of the Federal Home Loan Bank System;

(c) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks (including those of the Trustee and its affiliates) which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(d) commercial paper which is rated at the time of purchase in the single highest classification "A-1+" by S&P and "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

(e) investments in a money market fund rated "AAm," "AAm-G" or better by S&P, including funds for which the Trustee or its affiliates provide investment advisory or other management services;

(f) pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America, or any agency, instrumentality or local governmental unit of any such state, which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice, and

(i) which are rated, based on irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's or any successors thereto; or

(ii) (1) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1)(b) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (2) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(g) municipal obligations rated "Aaa/AAA" or general obligations of states with a rating of at least "Aa2/AA" or higher by both Moody's and S&P;

(h) Investment Agreements (supported by appropriate opinions of counsel); and

(i) the Local Agency Investment Fund of the State, created pursuant to Section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

The value of the above investments shall be determined as follows:

(a) for the purpose of determining the amount in any fund, all Authorized Investments credited to such fund shall be valued at market value. The Trustee shall determine the market value based on accepted industry standards, including the Trustee's internal systems, and from accepted industry providers. Accepted industry providers shall include, but are not limited to, pricing services provided by Financial Times Interactive Data Corporation, Bank of America Merrill Lynch or Salomon Smith Barney. Notwithstanding anything to the contrary herein, in making any valuation of investments hereunder, the Trustee may utilize computerized securities pricing services that may be available to it, including those available through its regular accounting system, and rely thereon;

(b) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest thereon; and

(c) as to any investment not specified above: the value thereof established by prior agreement between the City and the Trustee.

Authorized Representative of the District. The term "Authorized Representative of the District" means the Mayor, City Manager, Finance Manager, or City Clerk of the City, or any other officer or employee authorized by the City Council of the City or by an Authorized Representative of the District to undertake the action referenced in this Indenture as required to be undertaken by an Authorized Representative of the District.

Bond Counsel. The term "Bond Counsel" means Stradling Yocca Carlson & Rauth LLP, or another attorney at law or a firm of attorneys selected by the District of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

Bond Register. The term "Bond Register" means the books which the Trustee shall keep or cause to be kept on which the registration and transfer of the Bonds and any Parity Bonds shall be recorded.

Bond Year. The term "Bond Year" means the twelve month period commencing on September 2 of each year and ending on September 1 of the following year, except that the first Bond Year for the Bonds or an issue of Parity Bonds shall begin on the Delivery Date and end on the first September 1 which is not more than 12 months after the Delivery Date.

Bonds. The term "Bonds" means the District's Special Tax Bonds, Series 2026 issued on February __, 2026 in the aggregate principal amount of $_____.

Business Day. The term "Business Day" means a day which is not a Saturday or Sunday or a day of the year on which banks or trust companies in New York, New York, Los Angeles, California,

or the city where the corporate trust office of the Trustee is located, are not required or authorized by law, regulation or executive order, to close or to remain closed.

Certificate of an Authorized Representative. The term "Certificate of an Authorized Representative" means a written certificate or warrant request executed by an Authorized Representative of the District.

City. The term "City" means the City of Wildomar, County of Riverside, State of California.

City Council. The term "City Council" means the City Council of the City.

City Facilities Account. The term "City Facilities Account" means the account by that name created and established in the Acquisition and Construction Fund pursuant to Section 3.1 hereof.

Code. The term "Code" means the Internal Revenue Code of 1986, as amended, and any Regulations, rulings, judicial decisions, and notices, announcements, and other releases of the United States Treasury Department or Internal Revenue Service interpreting and construing it.

Continuing Disclosure Certificate. The term "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate dated as of February 1, 2026, as originally executed by the District and as it may be from time to time amended or supplemented in accordance with its terms.

Costs of Issuance. The term "Costs of Issuance" means the costs and expenses incurred in connection with the formation of the District and the issuance and sale of the Bonds or any Parity Bonds, including the acceptance and initial annual fees and expenses of the Trustee and its counsel, legal fees and expenses, costs of printing the Bonds and Parity Bonds and the preliminary and final official statements for the Bonds and Parity Bonds, fees of financial consultants, costs of the appraisal and all other related fees and expenses, including reimbursement to property owners within the District for design, engineering and legal costs, as set forth in a Certificate of an Authorized Representative of the District.

Costs of Issuance Account. The term "Costs of Issuance Account" means the account by that name created and established in the Acquisition and Construction Fund pursuant to Section 3.1 hereof.

Delivery Date. The term "Delivery Date" means, with respect to the Bonds and each issue of Parity Bonds, the date on which the bonds of such issue were issued and delivered to the initial purchasers thereof.

Depository. The term "Depository" means The Depository Trust Company, New York, New York, and its successors and assigns as securities depository for the Bonds, or any other securities depository acting as Depository under Article II hereof.

District. The term "District" means Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar established pursuant to the Act and the Resolution of Formation.

Event of Default. The term "Event of Default" means an event described in Section 8.1 hereof.

Fiscal Year. The term "Fiscal Year" means the period beginning on July 1 of each year and ending on the next following June 30.

Gross Taxes. The term "Gross Taxes" means the amount of all Special Taxes received by the District, together with the proceeds collected from the sale of property pursuant to foreclosure for the delinquency of such Special Taxes remaining after the payment of all costs related to such foreclosure actions.

Indenture. The term "Indenture" means this Bond Indenture, together with any Supplemental Indenture approved pursuant to Article VI hereof.

Independent Financial Consultant. The term "Independent Financial Consultant" means a financial consultant or firm of such consultants generally recognized to be well qualified in the financial consulting field, appointed and paid by the District, who, or each of whom: (1) is in fact independent and not under the domination of the District or the City; (2) does not have any substantial interest, direct or indirect, in the District or the City; and (3) is not connected with the District or the City as a member, officer or employee of the District or the City, but who may be regularly retained to make annual or other reports to the District or the City.

Interest Account. The term "Interest Account" means the account by that name created and established in the Special Tax Fund pursuant to Section 3.1 hereof.

Interest Payment Date. The term "Interest Payment Date" means September 1, 2026 and each March 1 and September 1 thereafter; provided, however, that, if any such day is not a Business Day, interest up to the Interest Payment Date will be paid on the Business Day next succeeding such date.

Investment Agreement. The term "Investment Agreement" means one or more agreements for the investment of funds of the District complying with the criteria therefor as set forth in subsection (2)(h) of the definition of Authorized Investments herein.

Maximum Annual Debt Service. The term "Maximum Annual Debt Service" means the maximum sum obtained for any Bond Year prior to the final maturity of the Bonds and any Parity Bonds by adding the following for each Bond Year: (1) the principal amount of all Outstanding Bonds and Parity Bonds payable in such Bond Year either at maturity or pursuant to a Sinking Fund Payment; and (2) the interest payable on the aggregate principal amount of all Bonds and Parity Bonds Outstanding in such Bond Year if the Bonds and Parity Bonds are retired as scheduled.

Moody's. The term "Moody's" means Moody's Investors Service, Inc., its successors and assigns.

Net Taxes. The term "Net Taxes" means Gross Taxes minus amounts set aside to pay Administrative Expenses.

Nominee. The term "Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.16 hereof.

Ordinance. The term "Ordinance" means Ordinance No. 235 adopted by the City Council on October 11, 2023, providing for the levying of the Special Tax.

Outstanding. The terms "Outstanding" or "Outstanding Bonds and Parity Bonds" means all Bonds and Parity Bonds theretofore issued by the District, except: (i) Bonds and Parity Bonds theretofore cancelled or surrendered for cancellation in accordance with Section 10.1 hereof; (ii) Bonds and Parity Bonds for payment or redemption of which monies shall have been theretofore deposited in trust (whether upon or prior to the maturity or the redemption date of such Bonds or Parity Bonds), provided that, if such Bonds or Parity Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in this Indenture or any applicable Supplemental Indenture for Parity Bonds; and (iii) Bonds and Parity Bonds which have been surrendered to the Trustee for transfer or exchange pursuant to Section 2.9 hereof or for which a replacement has been issued pursuant to Section 2.10 hereof.

Owner. The term "Owner" means the person or persons in whose name or names any Bond or Parity Bond is registered.

Parity Bonds. The term "Parity Bonds" means all bonds, notes or other similar evidences of indebtedness hereafter issued, payable out of the Net Taxes and which, as provided in this Indenture or any Supplemental Indenture, rank on a parity with the Bonds.

Participants. The term "Participants" means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds or Parity Bonds as securities depository.

Person. The term "Person" means natural persons, firms, corporations, partnerships, associations, trusts, public bodies and other entities.

Prepayments. The term "Prepayments" means any amounts paid by the District to the Trustee and designated by the District as a prepayment of Special Taxes for one or more parcels in the District made in accordance with the RMA.

Principal Account. The term "Principal Account" means the account by that name created and established in the Special Tax Fund pursuant to Section 3.1 hereof.

Principal Office of the Trustee. The term "Principal Office of the Trustee" means the office of the Trustee located in Costa Mesa, California, or such other office or offices as the Trustee may designate from time to time, or the office of any successor Trustee where it principally conducts its business of serving as trustee under indentures pursuant to which municipal or governmental obligations are issued.

Project. The term "Project" means those public facilities described in the Resolution of Formation which are to be acquired or constructed within and outside of the District, including all engineering, planning and design services and other incidental expenses related to such facilities and other facilities, if any, authorized by the qualified electors within the District from time to time.

Project Costs. The term "Project Costs" means the amounts necessary to finance the Project, to create and replenish any necessary reserve funds, to pay the initial and annual costs associated with the Bonds or any Parity Bonds, including, but not limited to, remarketing, credit enhancement, Trustee and other fees and expenses relating to the issuance of the Bonds or any Parity Bonds and the formation of the District, and to pay any other "incidental expenses" of the District, as such term is defined in the Act.

Rating Agency. The term "Rating Agency" means Moody's or S&P, or both, as the context requires.

Rebate Account. The term "Rebate Account" means the account by that name created and established in the Rebate Fund pursuant to Section 3.1 hereof.

Rebate Fund. The term "Rebate Fund" means the fund by that name established pursuant to Section 3.1 hereof in which there are established the Accounts described in Section 3.1 hereof.

Rebate Regulations. The term "Rebate Regulations" means any final, temporary or proposed Regulations promulgated under Section 148(f) of the Code.

Record Date. The term "Record Date" means the fifteenth day of the month preceding an Interest Payment Date, regardless of whether such day is a Business Day.

Redemption Account. The term "Redemption Account" means the account by that name created and established in the Special Tax Fund pursuant to Section 3.1 hereof.

Regulations. The term "Regulations" means the regulations adopted or proposed by the Department of Treasury from time to time with respect to obligations issued pursuant to Section 103 of the Code.

Representation Letter. The term "Representation Letter" means the Blanket Letter of Representations from the District to the Depository as described in Section 2.13 hereof.

Reserve Account. The term "Reserve Account" means the account by that name created and established in the Special Tax Fund pursuant to Section 3.1 hereof.

"Reserve Policy" means a letter of credit, insurance policy, surety bond or other such funding instrument issued by a municipal bond insurance company rated least "Aa2" or higher by Moody's or "AA" or higher by S&P, delivered to the Trustee for the purpose of providing all or a portion of the Reserve Requirement for Bonds and Parity Bonds.

Reserve Requirement. The term "Reserve Requirement" means that amount as of any date of calculation equal to the lesser of: (i) 10% of the initial principal amount of the Bonds and Parity Bonds, if any; (ii) Maximum Annual Debt Service on the then Outstanding Bonds and Parity Bonds, if any; and (iii) 125% of average Annual Debt Service on the then Outstanding Bonds and Parity Bonds, if any; provided, however, that the Reserve Requirement shall not exceed $_____ except in connection with the issuance of Parity Bonds.

Resolution of Formation. The term "Resolution of Formation" means Resolution No. 2023-48 adopted by the City Council on September 13, 2023, pursuant to which the City Council formed the District.

RMA. The term "RMA" means the Rate and Method of Apportionment of Special Tax for the District approved by the qualified electors of the District at the September 13, 2023 election.

Sinking Fund Payment. The term "Sinking Fund Payment" means the annual payment to be deposited in the Redemption Account to redeem a portion of the Term Bonds in accordance with the

schedules set forth in Section 4.1(b) hereof and any annual sinking fund payment schedule to retire any Parity Bonds which are designated as Term Bonds.

Six-Month Period. The term "Six-Month Period" means the period of time beginning on the Delivery Date of each issue of Bonds or Parity Bonds, as applicable, and ending six consecutive months thereafter, and each six-month period thereafter until the latest maturity date of the Bonds and the Parity Bonds (and any obligations that refund an issue of the Bonds or Parity Bonds).

Special Tax Administrator. The term "Special Tax Administrator" means the individual or entity appointed by the City to administer the calculation and collection of the Special Taxes.

Special Tax Fund. The term "Special Tax Fund" means the fund by that name created and established pursuant to Section 3.1 hereof.

Special Taxes. The term "Special Taxes" means the Special Tax (as defined in the RMA) authorized to be levied by the District on property within the District in accordance with the Ordinance, the Resolution of Formation, the Act and the voter approval obtained at the September 13, 2023 election in the District, including any scheduled payments and any Prepayments thereof, the net proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien and penalties and interest thereon; provided that any delinquent Special Tax sold to an independent third-party or to the City for 100% of the delinquent amount shall no longer be pledged hereunder to the payment of the Bonds or Parity Bonds.

S&P. The term "S&P" means S&P Global Ratings, a Standard & Poor's Financial Services LLC business, its successors and assigns.

Subaccount. The term "Subaccount" means any subaccount created pursuant to this Indenture.

Supplemental Indenture. The term "Supplemental Indenture" means any supplemental indenture amending or supplementing this Indenture.

Surplus Fund. The term "Surplus Fund" means the fund by that name created and established pursuant to Section 3.1 hereof.

Tax Certificate. The term "Tax Certificate" means the certificate by that name to be executed by the District on a Delivery Date to establish certain facts and expectations and which contains certain covenants relevant to compliance with the Code.

Tax-Exempt. The term "Tax-Exempt" means, with reference to an Authorized Investment, an Authorized Investment the interest earnings on which are excludable from gross income for federal income tax purposes pursuant to Section 103(a) of the Code, other than one described in Section 57(a)(5)(C) of the Code.

Taxable Property. The term "Taxable Property" has the meaning ascribed to it in the RMA.

Term Bonds. The term "Term Bonds" means the Bonds maturing on September 1, 20__ and September 1, 20__, and any term maturities of an issue of Parity Bonds as specified in a Supplemental Indenture.

Trustee. The term "Trustee" means Wilmington Trust, National Association, a national banking association duly organized and existing under the laws of the United States, at its principal corporate trust office in Costa Mesa, California, and its successors or assigns, or any other bank or trust company which may at any time be substituted in its place as provided in Sections 7.2 or 7.3, and any successor thereto.

Underwriter. The term "Underwriter" means, with respect to the Bonds, Piper Sandler & Co., and with respect to each issue of Parity Bonds, the institution or institutions, if any, with whom the District enters into a purchase contract for the sale of such issue.

Water Facilities Account. The term "Water Facilities Account" means the account by that name created and established in the Acquisition and Construction Fund pursuant to Section 3.1 hereof.

ARTICLE II

GENERAL AUTHORIZATION AND BOND TERMS

Section 2.1. Amount, Issuance, Purpose and Nature of Bonds and Parity Bonds. Under and pursuant to the Act, the Bonds in the aggregate principal amount of $_____, together with any Parity Bonds authorized by the City Council in accordance with Section 9.2 hereof, shall be issued for the purposes of financing and/or refinancing the Project, paying Costs of Issuance and funding the Reserve Account; provided that the aggregate principal amount of the Bonds and any Parity Bonds shall not exceed the total indebtedness presently authorized or subsequently authorized by the qualified electors within the District in accordance with the Act. The Bonds and any Parity Bonds shall be and are limited obligations of the District and shall be payable as to the principal thereof and interest thereon and any premiums upon the redemption thereof solely from the Net Taxes and the other amounts in the Special Tax Fund.

Section 2.2. Type and Nature of Bonds and Parity Bonds. Neither the faith and credit nor the taxing power of the City, the State of California, or any political subdivision thereof other than the District is pledged to the payment of the Bonds or any Parity Bonds. Except for the Net Taxes, no other taxes are pledged to the payment of the Bonds or any Parity Bonds. The Bonds and any Parity Bonds are not general or special obligations of the City nor general obligations of the District, but are limited obligations of the District payable solely from certain amounts deposited by the District in the Special Tax Fund, as more fully described herein. The District's limited obligation to pay the principal of, premium, if any, and interest on the Bonds and any Parity Bonds from amounts in the Special Tax Fund is absolute and unconditional, free of deductions and without any abatement, offset, recoupment, diminution or set-off whatsoever. No Owner of the Bonds or any Parity Bonds may compel the exercise of the taxing power by the District (except as pertains to the Special Taxes) or the City or the forfeiture of any of their property. The principal of and interest on the Bonds and any Parity Bonds and premiums upon the redemption thereof, if any, are not a debt of the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction. The Bonds and any Parity Bonds are not a legal or equitable pledge, charge, lien, or encumbrance upon any of the District's property, or upon any of its income, receipts or revenues, except the Net Taxes and other amounts in the Special Tax Fund which are, under the terms of this Indenture and the Act, set aside for the payment of the Bonds, any Parity Bonds and interest thereon, and neither the members of the legislative body of the District or

the members of the City Council nor any persons executing the Bonds or any Parity Bonds are liable personally on the Bonds or any Parity Bonds, by reason of their issuance.

Notwithstanding anything to the contrary contained in this Indenture, the District shall not be required to advance any money derived from any source of income other than the Net Taxes for the payment of the interest on or the principal of the Bonds or any Parity Bonds, or for the performance of any covenants contained herein. The District may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose.

Section 2.3. Equality of Bonds and Parity Bonds and Pledge of Net Taxes. Pursuant to the Act and this Indenture, the Bonds and any Parity Bonds shall be equally payable from and secured by a first pledge of and lien on the Net Taxes and other amounts in the Special Tax Fund, without priority for number, date of the Bonds or Parity Bonds, date of sale, date of execution, or date of delivery, and the payment of the interest on and principal of the Bonds and any Parity Bonds and any premiums upon the redemption thereof, shall be exclusively paid from the Net Taxes and other amounts in the Special Tax Fund which are hereby set aside for the payment of the Bonds and any Parity Bonds; provided that any delinquent Special Tax sold to an independent third-party or to the City for 100% of the delinquent amount shall no longer be pledged hereunder to the payment of the Bonds or Parity Bonds. Amounts in the Special Tax Fund shall constitute a trust fund held for the benefit of the Owners to be applied to the payment of the interest on and principal of the Bonds and any Parity Bonds and, so long as any of the Bonds and any Parity Bonds or interest thereon remain Outstanding, shall not be used for any other purpose, except as permitted by this Indenture or any Supplemental Indenture. Notwithstanding any provision contained in this Indenture to the contrary, Net Taxes deposited in the Rebate Fund and the Surplus Fund shall no longer be considered to be pledged to the Bonds or any Parity Bonds, and none of the Rebate Fund, the Surplus Fund, the Acquisition and Construction Fund or the Administrative Fund shall be construed as a trust fund held for the benefit of the Owners.

Nothing in this Indenture or any Supplemental Indenture shall preclude: (i) subject to the limitations contained hereunder, the redemption prior to maturity of any Bonds or Parity Bonds subject to call and redemption and payment of said Bonds or Parity Bonds from proceeds of refunding bonds issued under the Act as the same now exists or as hereafter amended, or under any other law of the State of California; or (ii) the issuance, subject to the limitations contained herein, of Parity Bonds which shall be payable from Net Taxes.

Section 2.4. Description of Bonds; Interest Rates. The Bonds and any Parity Bonds shall be issued in fully registered form in denominations of $5,000 or any integral multiple thereof. The Bonds and any Parity Bonds of each issue shall be numbered as desired by the Trustee.

The Bonds shall be designated "Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Special Tax Bonds, Series 2026." The Bonds shall be dated as of their Delivery Date and shall mature and be payable on September 1 in the years and in the aggregate principal amounts and shall be subject to and shall bear interest at the rates set forth in the table below payable on September 1, 2026 and each Interest Payment Date thereafter:

Maturity Date September 1	***Principal Amount***	***Interest Rate***

[T] Term Bonds.

Interest shall be payable on each Bond and Parity Bond from the date established in accordance with Section 2.5 below on each Interest Payment Date thereafter until the principal sum of such Bond or Parity Bond has been paid; provided, however, that if at the maturity date of any Bond or Parity Bond (or if the same is redeemable and shall be duly called for redemption, then at the date fixed for redemption) funds are available for the payment or redemption thereof in full, in accordance with the terms of this Indenture, such Bonds and Parity Bonds shall then cease to bear interest. Interest due on the Bonds and Parity Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Section 2.5. Place and Form of Payment. The Bonds and Parity Bonds shall be payable both as to principal and interest, and as to any premiums upon the redemption thereof, in lawful money of the United States of America. The principal of the Bonds and Parity Bonds and any premiums due upon the redemption thereof shall be payable upon presentation and surrender thereof at the Principal Office of the Trustee, or at the designated office of any successor Trustee. If the Nominee of the Bonds or Parity Bonds is registered to Cede & Co., payment of principal and any premiums shall be made without presentment. Interest on any Bond or Parity Bond shall be payable from the Interest Payment Date next preceding the date of authentication of such Bond or Parity Bond, unless: (i) such date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication; (ii) the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from the Interest Payment Date immediately succeeding the date of authentication; or (iii) the date of authentication is prior to the close of business on the first Record Date occurring after the issuance of such Bond or Parity Bond, in which event interest shall be payable from the dated date of such Bond or Parity Bond, as applicable; provided, however, that if at the time of authentication of such Bond or Parity Bond, interest is in default, interest on such Bond or Parity Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or, if no interest has been paid or made available for payment on such Bond or Parity Bond, interest on such Bond or Parity Bond shall be payable from its dated date. Interest on any Bond or Parity Bond shall be paid to the person whose name shall appear in the Bond Register as the Owner of such Bond or Parity Bond as of the close of business on the Record Date. Such interest shall be paid by check of the Trustee mailed by first class mail, postage prepaid, to such Owner at his or her address as it appears on the Bond Register. In addition, upon a request in writing received by the Trustee on or before the applicable Record Date from an Owner of $1,000,000 or more in principal amount of the

Bonds or of any issue of Parity Bonds, payment shall be made on the Interest Payment Date by wire transfer in immediately available funds to an account within the United States of America designated by such Owner.

Section 2.6. Form of Bonds and Parity Bonds. The definitive Bonds may be printed from steel engraved or lithographic plates or may be typewritten. The Bonds and the certificate of authentication shall be substantially in the form attached hereto as Exhibit A, which form is hereby approved and adopted as the form of such Bonds and of the certificate of authentication. Each issue of Parity Bonds and the certificate of authentication therefor shall be in the form provided in the Supplemental Indenture for such issue of Parity Bonds.

Until definitive Bonds or Parity Bonds, as applicable, shall be prepared, the District may cause to be executed and delivered in lieu of such definitive Bonds or Parity Bonds temporary bonds in typed, printed, lithographed or engraved form and in fully registered form, subject to the same provisions, limitations and conditions as are applicable in the case of definitive Bonds or Parity Bonds, except that they may be in any denominations authorized by the District. Until exchanged for definitive Bonds or Parity Bonds, as applicable, any temporary bond shall be entitled and subject to the same benefits and provisions of this Indenture as definitive Bonds and Parity Bonds. If the District issues temporary Bonds or Parity Bonds, it shall execute and furnish definitive Bonds or Parity Bonds, as applicable, without unnecessary delay and thereupon any temporary Bond or Parity Bond may be surrendered to the Trustee at its office, without expense to the Owner, in exchange for a definitive Bond or Parity Bond of the same issue, maturity, interest rate and principal amount in any authorized denomination. All temporary Bonds or Parity Bonds so surrendered shall be cancelled by the Trustee and shall not be reissued.

Section 2.7. Execution and Authentication. The Bonds and Parity Bonds shall be signed on behalf of the District by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Clerk, or any duly appointed Deputy Clerk, in their capacity as officers of the District, and the seal of the City or the District (or a facsimile thereof) may be impressed, imprinted, engraved or otherwise reproduced thereon, and attested by the signature of the City Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds or Parity Bonds shall cease to be such officer before the Bonds or Parity Bonds so signed and sealed have been authenticated and delivered by the Trustee (including new Bonds or Parity Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or Parity Bonds or lost, stolen, destroyed or mutilated Bonds or Parity Bonds), such Bonds and Parity Bonds shall nevertheless be valid and may be authenticated and delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds or Parity Bonds had not ceased to hold such office.

Only the Bonds as shall bear thereon such certificate of authentication in the form set forth in Exhibit A attached hereto shall be entitled to any right or benefit under this Indenture, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee.

Section 2.8. Bond Register. The Trustee will keep or cause to be kept, at its office, sufficient books for the registration and transfer of the Bonds and any Parity Bonds which shall upon reasonable prior notice be open to inspection by the District during all regular business hours, and, subject to the limitations set forth in Section 2.9 below, upon presentation for such purpose, the

Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be transferred on said Bond Register, Bonds and any Parity Bonds as herein provided.

The District and the Trustee may treat the Owner of any Bond or Parity Bond whose name appears on the Bond Register as the absolute Owner of that Bond or Parity Bond for any and all purposes and the District and the Trustee shall not be affected by any notice to the contrary. The District and the Trustee may rely on the address of the Owner as it appears in the Bond Register for any and all purposes. It shall be the duty of the Owner to give written notice to the Trustee of any change in the Owner's address so that the Bond Register may be revised accordingly.

Section 2.9. Registration of Exchange or Transfer. Subject to the limitations set forth in the following paragraph, the registration of any Bond or Parity Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond or Parity Bond for cancellation at the office of the Trustee, accompanied by delivery of written instrument of transfer in a form acceptable to the Trustee and duly executed by the Owner or his or her duly authorized attorney.

Bonds or Parity Bonds may be exchanged at the office of the Trustee for a like aggregate principal amount of Bonds or Parity Bonds for other authorized denominations of the same maturity and issue. The Trustee shall not collect from the Owner any charge for any new Bond or Parity Bond issued upon any exchange or transfer, but shall require the Owner requesting such exchange or transfer to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer. Whenever any Bonds or Parity Bonds shall be surrendered for registration of transfer or exchange, the District shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds or a new Parity Bond or Parity Bonds, as applicable, of the same issue and maturity, for a like aggregate principal amount; provided that the Trustee shall not be required to register transfers or make exchanges of: (i) Bonds or Parity Bonds for a period of 15 days next preceding any selection of the Bonds or Parity Bonds to be redeemed; or (ii) any Bonds or Parity Bonds chosen for redemption.

Section 2.10. Mutilated, Lost, Destroyed or Stolen Bonds or Parity Bonds. If any Bond or Parity Bond shall become mutilated, the District shall execute, and the Trustee shall authenticate and deliver, a new Bond or Parity Bond of like tenor, date, issue and maturity in exchange and substitution for the Bond or Parity Bond so mutilated, but only upon surrender to the Trustee of the Bond or Parity Bond so mutilated. Every mutilated Bond or Parity Bond so surrendered to the Trustee shall be cancelled by the Trustee pursuant to Section 10.1 hereof. If any Bond or Parity Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory to the Trustee and, if any indemnity satisfactory to the Trustee shall be given, the District shall execute and the Trustee shall authenticate and deliver a new Bond or Parity Bond, as applicable, of like tenor, maturity and issue, numbered and dated as the Trustee shall determine in lieu of and in substitution for the Bond or Parity Bond so lost, destroyed or stolen. Any Bond or Parity Bond issued in lieu of any Bond or Parity Bond alleged to be mutilated, lost, destroyed or stolen shall be equally and proportionately entitled to the benefits hereof with all other Bonds and Parity Bonds issued hereunder. The Trustee shall not treat both the original Bond or Parity Bond and any replacement Bond or Parity Bond as being Outstanding for the purpose of determining the principal amount of Bonds or Parity Bonds which may be executed, authenticated and delivered hereunder or for the purpose of determining any percentage of Bonds or Parity Bonds Outstanding hereunder, but both the original and replacement Bond or Parity Bond shall be treated as

one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Bond or Parity Bond which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Bonds or Parity Bonds.

Section 2.11. Validity of Bonds and Parity Bonds. The validity of the authorization and issuance of the Bonds and any Parity Bonds shall not be affected in any way by any defect in any proceedings taken by the District for the financing of the Project, or by the invalidity, in whole or in part, of any contracts made by the District in connection therewith, and shall not be dependent upon the completion of the financing of the Project or upon the performance by any Person of his obligation with respect to the Project, and the recital contained in the Bonds or any Parity Bonds that the same are issued pursuant to the Act and other applicable laws of the State shall be conclusive evidence of their validity and of the regularity of their issuance.

Section 2.12. Book-Entry System. The Bonds shall be initially delivered in the form of a separate single fully registered Bond (which may be typewritten) for each maturity of the Bonds. Upon initial delivery, the ownership of each such Bond shall be registered in the registration books kept by the Trustee in the name of the Nominee as nominee of the Depository. Except as provided in Section 2.14 hereof, all of the Outstanding Bonds shall be registered in the registration books kept by the Trustee in the name of the Nominee. At the election of the District, any Parity Bonds may also be issued as book-entry bonds registered in the name of the Nominee as provided herein, in which case the references in Sections 2.12 through 2.15 to "Bonds" shall be applicable to such Parity Bonds.

With respect to Bonds registered in the registration books kept by the Trustee in the name of the Nominee, the District and the Trustee shall have no responsibility or obligation to any such Participant or to any Person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Trustee shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other Person, other than an Owner as shown in the registration books kept by the Trustee, of any notice with respect to the Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event that the Bonds are redeemed in part; or (iv) the payment to any Participant or any other Person, other than an Owner as shown in the registration books kept by the Trustee, of any amount with respect to principal of, premium, if any, or interest due with respect to the Bonds. The District and the Trustee may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Trustee as the holder and absolute owner of such Bond for the purpose of payment of the principal of, premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest due on the Bonds only to or upon the order of the respective Owner, as shown in the registration books kept by the Trustee, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to satisfy and discharge fully the District's obligations with respect to payment of the principal, premium, if any, and interest due on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the registration books kept by the Trustee, shall receive a Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by the Depository to the Trustee and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee,

and subject to the provisions herein with respect to Record Dates, the word Nominee in this Indenture shall refer to such new nominee of the Depository.

Section 2.13. Representation Letter. In order to qualify the Bonds and any Parity Bonds which the District elects to register in the name of the Nominee for the Depository's book-entry system, an Authorized Representative of the District is hereby authorized to execute from time to time and deliver to such Depository the Representation Letter. The execution and delivery of the Representation Letter shall not in any way limit the provisions of Section 2.12 or in any other way impose upon the District or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners, as shown on the registration books kept by the Trustee. The District agrees to take all action necessary to continuously comply with all representations made by it in the Representation Letter. In addition to the execution and delivery of the Representation Letter, the Authorized Representatives of the District are hereby authorized to take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

Section 2.14. Transfers Outside Book-Entry System. In the event that: (i) the Depository determines not to continue to act as securities depository for the Bonds; or (ii) the District determines that the Depository shall no longer so act, then the District will discontinue the book-entry system with the Depository. If the District fails to identify another qualified securities depository to replace the Depository then the Bonds so designated shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of the Nominee, but shall be registered in whatever name or names Persons transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 2.9 hereof.

Section 2.15. Payments to the Nominee. Notwithstanding any other provisions of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal, premium, if any, and interest due with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

Section 2.16. Initial Depository and Nominee. The initial Depository under this Indenture shall be The Depository Trust Company, New York, New York. The initial Nominee shall be Cede & Co., as Nominee of The Depository Trust Company, New York, New York.

ARTICLE III

CREATION OF FUNDS AND APPLICATION OF PROCEEDS

Section 3.1. Creation of Funds; Application of Proceeds.

(a) There are hereby created and established and shall be maintained by the Trustee the following funds and accounts:

(1) The Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Special Tax Fund (the "Special Tax Fund") (in which there shall be established and created an Interest Account, a Principal Account, a Redemption Account and a Reserve Account).

(2) The Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Rebate Fund (the "Rebate Fund") (in which there shall be established a Rebate Account and an Alternate Penalty Account).

(3) The Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Acquisition and Construction Fund (the "Acquisition and Construction Fund") (in which there shall be established a Costs of Issuance Account, a City Facilities Account (in which there shall be established a City Facilities Subaccount a City Fee Subaccount and a City Fee Premium Subaccount) and a Water Facilities Account).

(4) The Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Surplus Fund (the "Surplus Fund").

The amounts on deposit in the foregoing funds, accounts and subaccounts shall be held by the Trustee. The Trustee shall invest and disburse the amounts in such funds, accounts and subaccounts in accordance with the provisions of this Article III and shall disburse investment earnings thereon in accordance with the provisions of Section 3.10 hereof.

In connection with the issuance of any Parity Bonds, which may be issued only for the purpose of refunding the Bonds as described in Section 9.2, the Trustee, at the direction of an Authorized Representative of the District, may create new funds, accounts or subaccounts, or may create additional accounts and subaccounts within any of the foregoing funds and accounts for the purpose of separately accounting for the proceeds of the Bonds and any Parity Bonds.

(b) There is hereby established and shall be maintained by the District, the Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Administrative Expense Fund (the "Administrative Expense Fund").

(c) The proceeds of the sale of the Bonds shall be received by the Trustee on behalf of the District and deposited and transferred as follows:

(1) $_____ shall be transferred to the Costs of Issuance Account of the Acquisition and Construction Fund to pay the Costs of Issuance of the Bonds;

(2) $_____ shall be transferred to the Reserve Account of the Special Tax Fund to fund the Reserve Requirement; and

(3) $_____ shall be transferred to the Acquisition and Construction Fund of which $_____ shall be deposited in the City Facilities Account (with $_____ deposited in the City Facilities Subaccount, $_____ deposited in the City Fee Subaccount and $_____ deposited in the City Fee Premium Subaccount), and $_____ shall be deposited in the Water Facilities Account.

(d) On the Delivery Date of the Bonds, the District shall transfer $_____ representing Special Taxes levied in the District and the Trustee shall deposit such amount in the Special Tax Fund.

The Trustee may, in its discretion, establish temporary funds or accounts in its books and records to facilitate such transfers.

Section 3.2. Deposits to and Disbursements from Special Tax Fund.

(a) Except for Prepayments, which shall be deposited to the Redemption Account of the Special Tax Fund, and the amounts deposited into the Administrative Expense Fund in accordance with Section 3.3 below, the Trustee shall, on each date on which the Special Taxes are received from the District, deposit such Special Taxes in the Special Tax Fund to be held in trust for the Owners. The Trustee shall transfer the Special Taxes on deposit in the Special Tax Fund on the dates and in the amounts set forth in the following Sections, in the following order of priority, to:

(1) the Interest Account of the Special Tax Fund;

(2) the Principal Account of the Special Tax Fund;

(3) the Redemption Account of the Special Tax Fund;

(4) the Reserve Account of the Special Tax Fund;

(5) the District, upon a Certificate of an Authorized Representative, for deposit in the Administrative Expense Fund to the extent that Administrative Expenses exceed or are expected to exceed the Administrative Expense Cap;

(6) the Rebate Fund; and

(7) the Surplus Fund.

(b) At maturity of all of the Bonds and Parity Bonds and, after all principal and interest then due on the Bonds and Parity Bonds then Outstanding have been paid or provided for and any amounts owed to the Trustee have been paid in full, moneys in the Special Tax Fund and any accounts therein may be used by the District for any lawful purpose.

Section 3.3. Administrative Expense Fund. Promptly after the receipt of any Special Taxes in a Fiscal Year, the District shall deposit Special Taxes (other than Prepayments, which shall be transferred to the Trustee as set forth in Section 3.2 above) in the Administrative Expense Fund from time to time in the amounts necessary to make timely payment of Administrative Expenses; provided, however, that, except as set forth in the following sentence, the total amount transferred with respect to a Bond Year shall not exceed the Administrative Expenses Cap until such time as there has been deposited to the Interest Account and the Principal Account an amount, together with any amounts already on deposit therein, that is sufficient to pay the interest and principal on all Bonds and Parity Bonds due in such Bond Year and to restore the Reserve Account to the Reserve Requirement. Notwithstanding the foregoing, amounts in excess of the Administrative Expenses Cap may be transferred to the Administrative Expense Fund to the extent necessary to collect delinquent Special Taxes as set forth in a Certificate of an Authorized Representative of the District. Moneys in the Administrative Expense Fund may be invested in any Authorized Investments as directed in writing by an Authorized Representative of the District and shall be disbursed as directed in a Certificate of an Authorized Representative..

Section 3.4. Interest Account and Principal Account of the Special Tax Fund. The principal of and interest due on the Bonds and any Parity Bonds until maturity, other than principal due upon redemption, shall be paid by the Trustee from the Principal Account and the Interest Account of the Special Tax Fund, respectively.

For the purpose of assuring that the payment of principal of and interest on the Bonds and any Parity Bonds will be made when due, after making the transfer required by Section 3.3, at least one Business Day prior to each March 1 and September 1, the Trustee shall make the following transfers from the Special Tax Fund first to the Interest Account and then to the Principal Account; provided, however, that to the extent that deposits have been made in the Interest Account or the Principal Account from the proceeds of the sale of an issue of the Bonds or any Parity Bonds, or otherwise, the transfer from the Special Tax Fund need not be made; and provided, further, that, if amounts in the Special Tax Fund (exclusive of the Reserve Account) are inadequate to make the foregoing transfers, then any deficiency shall be made up by transfers from the Reserve Account:

(a) To the Interest Account, an amount such that the balance in the Interest Account one Business Day prior to each Interest Payment Date shall be equal to the installment of interest due on the Bonds and any Parity Bonds on said Interest Payment Date and any installment of interest due on a previous Interest Payment Date which remains unpaid. Moneys in the Interest Account shall be used for the payment of interest on the Bonds and any Parity Bonds as the same become due.

(b) To the Principal Account, an amount such that the balance in the Principal Account one Business Day prior to September 1 of each year, commencing September 1, 2026, shall equal the principal payment due on the Bonds and any Parity Bonds maturing on such September 1 and any principal payment due on a previous September 1 which remains unpaid. Moneys in the Principal Account shall be used for the payment of the principal of such Bonds and any Parity Bonds as the same become due at maturity.

Section 3.5. Redemption Account of the Special Tax Fund.

(a) With respect to each September 1 on which a Sinking Fund Payment is due, after the deposits have been made to the Interest Account and the Principal Account of the Special Tax Fund as required by Section 3.4 hereof, the Trustee shall next transfer into the Redemption Account of the Special Tax Fund from the Special Tax Fund the amount needed to make the balance in the Redemption Account one Business Day prior to each September 1 on which a Sinking Fund Payment is due equal to the Sinking Fund Payment due on any Outstanding Bonds and Parity Bonds on such September 1; provided, however, that, if amounts in the Special Tax Fund are inadequate to make the foregoing transfers, then any deficiency shall be made up by an immediate transfer from the Reserve Account, if funded, pursuant to Section 3.6 below. Moneys so deposited in the Redemption Account shall be used and applied by the Trustee to call and redeem Term Bonds in accordance with the Sinking Fund Payment schedules set forth in Section 4.1(b) hereof, and to redeem Parity Bonds in accordance with any Sinking Fund Payment schedule in the Supplemental Indenture for such Parity Bonds.

(b) After making the deposits to the Interest Account and the Principal Account of the Special Tax Fund pursuant to Section 3.4 above and to the Redemption Account for Sinking Fund Payments then due pursuant to subparagraph (a) of this Section, and in accordance with the District's election to call Bonds for optional redemption as set forth in Section 4.1(a) hereof, or to call Parity Bonds for optional redemption as set forth in any Supplemental Indenture for Parity Bonds, the Trustee shall transfer from the Special Tax Fund and deposit in the Redemption Account moneys available for the purpose and sufficient to pay the principal and the premiums, if any, payable on the Bonds or Parity Bonds called for optional redemption; provided, however, that amounts in the Special Tax Fund may be applied to optionally redeem Bonds and Parity Bonds only if immediately following such redemption the amount in the Reserve Account will equal the Reserve Requirement.

(c) Prepayments deposited to the Redemption Account shall be applied on the redemption date established pursuant to Section 4.1(c) hereof to the payment of the principal of, premium, if any, and interest on the Bonds and Parity Bonds to be redeemed with such Prepayments.

(d) Moneys set aside in the Redemption Account shall be used solely for the purpose of redeeming Bonds and Parity Bonds and shall be applied on or after the redemption date to the payment of principal of and premium, if any, on the Bonds or Parity Bonds to be redeemed upon presentation and surrender of such Bonds or Parity Bonds, and, in the case of an optional redemption or a special mandatory redemption from Prepayments, to pay the interest thereon; provided, however, that in lieu or partially in lieu of such call and redemption, moneys deposited in the Redemption Account may be used to purchase Outstanding Bonds or Parity Bonds in the manner hereinafter provided. Purchases of Outstanding Bonds or Parity Bonds may be made by the District at public or private sale as and when and at such prices as the District may in its discretion determine but only at prices (including brokerage or other expenses) not more than par plus accrued interest, plus, in the case of moneys set aside for an optional redemption or a special mandatory redemption, the premium applicable at the next following call date according to the premium schedule established pursuant to Section 4.1(a) or 4.1(c) hereof, as applicable, or in the case of Parity Bonds the premium established in any Supplemental Indenture. Any accrued interest payable upon the purchase of Bonds or Parity Bonds may be paid from the amount reserved in the Interest Account of the Special Tax Fund for the payment of interest on the next following Interest Payment Date.

Section 3.6. Reserve Account of the Special Tax Fund. There shall be maintained in the Reserve Account of the Special Tax Fund an amount equal to the Reserve Requirement. The Reserve Requirement may be satisfied in whole or in part by cash, a Reserve Policy, or a combination thereof. The amounts in the Reserve Account shall be applied as follows:

(a) Moneys in the Reserve Account shall be used solely for the purpose of paying the principal of, including Sinking Fund Payments, and interest on the Bonds and any Parity Bonds when due in the event that the moneys in the Interest Account and the Principal Account of the Special Tax Fund are insufficient therefor or moneys in the Redemption Account of the Special Tax Fund are insufficient to make a Sinking Fund Payment when due and for the purpose of making any required transfer to the Rebate Fund pursuant to Section 3.7 hereof upon written direction from the District. If the amounts in the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund are insufficient to pay the principal of, including Sinking Fund Payments, or interest on any Parity Bonds when due, or amounts in the Special Tax Fund are insufficient to make transfers to the Rebate Fund when required, the Trustee shall withdraw from the Reserve Account, first from the cash on deposit therein, and second from a draw on the Reserve Policy, if any, for deposit in the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund or the Rebate Fund, as applicable, moneys necessary for such purposes.

(b) Whenever moneys are withdrawn from the Reserve Account, after making the required transfers referred to in Sections 3.4 and 3.5 above, the Trustee shall transfer to the Reserve Account from available moneys in the Special Tax Fund, or from any other legally available funds which the District elects to apply to such purpose, the amount needed to restore the amount of such Reserve Account to the Reserve Requirement by first, repaying any amounts due under the Reserve Policy, and second to fund the Reserve Account to the Reserve Requirement. Moneys in the Special Tax Fund shall be deemed available for transfer to the Reserve Account only if the Trustee determines that such amounts will not be needed to make the deposits required to be made to the Administrative Expense Fund, the Interest Account, the Principal Account or the Redemption

Account of the Special Tax Fund on or before the next September 1. If amounts in the Special Tax Fund together with any other amounts transferred to replenish the Reserve Account are inadequate to restore the Reserve Account to the Reserve Requirement, including any amounts necessary to pay costs related to the Reserve Policy, if any, then the District shall include the amount necessary to restore the Reserve Account to the Reserve Requirement, in the next annual Special Tax levy to the extent of the maximum permitted Special Tax rates.

(c) In connection with a redemption of Bonds pursuant to Section 4.1(a) or 4.1(c) or Parity Bonds in accordance with any Supplemental Indenture, or a partial defeasance of Bonds or Parity Bonds in accordance with Section 9.1 hereof, amounts in the Reserve Account may be applied to such redemption or partial defeasance so long as the amount on deposit in the Reserve Account following such redemption or partial defeasance equals the Reserve Requirement. The District shall set forth in a Certificate of an Authorized Representative the amount in the Reserve Account to be transferred to the Redemption Account on a redemption date or to be transferred pursuant to this Indenture to partially defease Bonds or Parity Bonds, and the Trustee shall make such transfer on the applicable redemption or defeasance date, subject to the limitation in the preceding sentence.

(d) To the extent that the Reserve Account is at the Reserve Requirement as of the first day of the final Bond Year for the Bonds or an issue of Parity Bonds, amounts in the Reserve Account may be applied to pay the principal of and interest due on the Bonds and Parity Bonds, as applicable, in the final Bond Year for such issue. Moneys in the Reserve Account in excess of the Reserve Requirement not transferred in accordance with the preceding provisions of this Section shall be withdrawn from the Reserve Account on the Business Day before each March 1 and September 1 and shall be transferred to the Acquisition and Construction Fund or an Account therein, as directed by an Authorized Representative of the District, until all amounts have been disbursed from the Acquisition and Construction Fund (or such fund is closed) and thereafter to the Interest Account of the Special Tax Fund.

Section 3.7. Rebate Fund.

(a) The Trustee shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the Rebate Fund and shall establish a separate Rebate Account and Alternate Penalty Account therein. All money at any time deposited in the Rebate Account or the Alternate Penalty Account of the Rebate Fund shall be held by the Trustee in trust, for payment to the United States Treasury. A separate subaccount of the Rebate Account and the Alternate Penalty Account shall be established for the Bonds and each issue of Parity Bonds the interest on which is excluded from gross income for federal income tax purposes. All amounts on deposit in the Rebate Fund with respect to the Bonds or an issue of Parity Bonds shall be governed by this Section 3.7 and the Tax Certificate for such issue, unless the District obtains an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest payments on the Bonds and Parity Bonds will not be adversely affected if such requirements are not satisfied.

(1) Rebate Account. The following requirements shall be satisfied with respect to each subaccount of the Rebate Account:

(i) Computations. Within 55 days of the end of each fifth Bond Year, the District shall calculate or cause to be calculated the amount of rebatable arbitrage for the Bonds and each issue of Parity Bonds to which this Section 3.7 is applicable, in accordance with

Section 148(f)(2) of the Code and Section 1.148-3 of the Rebate Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage described in the Tax Certificate for each issue (e.g., the temporary investments exceptions of Section 148(f)(4)(B) and (C) of the Code), and taking into account whether the election pursuant to Section 148(f)(4)(C)(vii) of the Code (the "1½% Penalty") has been made), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148-1(b) of the Rebate Regulations (the "Rebatable Arbitrage"). The District shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section.

(ii) Transfers. Within 55 days of the end of each fifth Bond Year for which Rebatable Arbitrage must be calculated as required by the Tax Certificate for each issue, upon the written direction of an Authorized Representative of the District, an amount shall be deposited to each subaccount of the Rebate Account by the Trustee from any funds so designated by the District if and to the extent required, so that the balance in the Rebate Account shall equal the amount of Rebatable Arbitrage so calculated by or on behalf of the District in accordance with clause (i) of this subsection (a)(1) with respect to the Bonds and each issue of Parity Bonds to which this Section 3.7 is applicable. In the event that immediately following any transfer required by the previous sentence, or the date on which the District determines that no transfer is required for such Bond Year, the amount then on deposit to the credit of the applicable subaccount of the Rebate Account exceeds the amount required to be on deposit therein, upon written instructions from an Authorized Representative of the District, the Trustee shall withdraw the excess from the appropriate subaccount of the Rebate Account and then credit the excess to the Special Tax Fund.

(iii) Payment to the Treasury. The Trustee shall pay, as directed in writing by an Authorized Representative of the District, to the United States Treasury, out of amounts in each subaccount of the Rebate Account:

(X) not later than 60 days after the end of: (A) the fifth Bond Year for the Bonds and each issue of Parity Bonds to which this Section 3.7 is applicable; and (B) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Bond Year for the Bonds and each issue of Parity Bonds, as applicable; and

(Y) not later than 60 days after the payment or redemption of all of the Bonds or an issue of Parity Bonds, as applicable, an amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Bond Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code.

In the event that, prior to the time of any payment required to be made from the Rebate Account, the amount in the Rebate Account is not sufficient to make such payment when such payment is due, the District shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this subsection (a)(1) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, or shall be made in such other manner as provided under the Code.

(2) Alternate Penalty Account.

(i) Six-Month Computation. If the 1½% Penalty has been elected for the Bonds or an issue of Parity Bonds, within 85 days of each particular Six-Month Period, the District shall determine or cause to be determined whether the 1½% Penalty is payable (and the amount of such penalty) as of the close of the applicable Six-Month Period. The District shall obtain expert advice in making such determinations.

(ii) Six-Month Transfer. Within 85 days of the close of each Six-Month Period, the Trustee, at the written direction of an Authorized Representative of the District, shall deposit an amount in the appropriate subaccounts of the Alternate Penalty Account from any source of funds held by the Trustee pursuant to this Indenture and designated by the District in such written directions or provided to it by the District, if and to the extent required, so that the balance in each subaccount of the Alternate Penalty Account equals the amount of 1½% Penalty due and payable to the United States Treasury determined as provided in subsection (a)(2)(i) above. In the event that immediately following any transfer provided for in the previous sentence, or the date on which the District determines that no transfer is required for such Bond Year, the amount then on deposit in a subaccount of the Alternate Penalty Account exceeds the amount required to be on deposit therein to make the payments required by subsection (iii) below, the Trustee, at the written direction of an Authorized Representative of the District, may withdraw the excess from the applicable subaccount of the Alternate Penalty Account and credit the excess to the Special Tax Fund.

(iii) Payment to the Treasury. The Trustee shall pay, as directed in writing by an Authorized Representative of the District, to the United States Treasury, out of amounts in a subaccount of the Alternate Penalty Account, not later than 90 days after the close of each Six-Month Period the 1½% Penalty, if applicable and payable, computed with respect to the Bonds and any issue of Parity Bonds in accordance with Section 148(f)(4) of the Code. In the event that, prior to the time of any payment required to be made from a subaccount of the Alternate Penalty Account, the amount in such subaccount is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and direct the Trustee, in writing, to deposit an amount equal to such deficiency into such subaccount of the Alternate Penalty Account from any funds held by the Trustee pursuant to this Indenture and designated by the District in such written directions prior to the time such payment is due. Each payment required to be made pursuant to this subsection (a)(2) shall be made to the Internal Revenue Service, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T or shall be made in such other manner as provided under the Code.

(b) Disposition of Unexpended Funds. Any funds remaining in the Accounts of the Rebate Fund with respect to the Bonds or an issue of Parity Bonds after redemption and payment of such issue and after making the payments described in subsections (a)(1)(iii) or (a)(2)(iii) (whichever is applicable), may be withdrawn by the Trustee at the written direction of the District and utilized in any manner by the District.

(c) Survival of Defeasance and Final Payment. Notwithstanding anything in this Section or this Indenture to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance and final payment of the Bonds and any Parity Bonds with respect to which an Account has been created in the Rebate Fund.

(d) Amendment Without Consent of Owners. This Section 3.7 may be deleted or amended in any manner without the consent of the Owners, provided that prior to such event there is delivered to the District an opinion of Bond Counsel to the effect that such deletion or amendment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and any issue of Parity Bonds issued on a tax-exempt basis.

(e) Trustee. The Trustee shall have no responsibility to monitor or calculate any amounts payable to the U.S. Treasury pursuant to this Section and shall be deemed constructively to have complied with its obligations hereunder if it follows the written instructions of the District given pursuant to this Section.

Section 3.8. Surplus Fund. After making the transfers required by Sections 3.4, 3.5, 3.6 and 3.7 hereof, as soon as practicable after each September 1, the Trustee shall transfer all remaining amounts in the Special Tax Fund to the Surplus Fund, unless on or prior to such date, it has received a Certificate of an Authorized Representative directing that certain amounts be retained in the Special Tax Fund because the District has included such amounts as being available in the Special Tax Fund in calculating the amount of the levy of Special Taxes for such Fiscal Year pursuant to Section 5.2(b) hereof. Moneys deposited in the Surplus Fund will be transferred by the Trustee at the direction of an Authorized Representative of the District: (i) to the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund to pay the principal of, including Sinking Fund Payments, premium, if any, and interest on the Bonds and any Parity Bonds when due in the event that moneys in the Special Tax Fund and the Reserve Account of the Special Tax Fund are insufficient therefor; (ii) to the Reserve Account in order to replenish the Reserve Account to the Reserve Requirement; (iii) to the Administrative Expense Fund to pay Administrative Expenses to the extent that the amounts on deposit in the Administrative Expense Fund are insufficient to pay Administrative Expenses; (iv) to the Acquisition and Construction Fund to pay Project Costs; or (v) after all Project Costs have been paid, to the District for any other lawful purpose of the District.

The amounts in the Surplus Fund are not pledged to the repayment of the Bonds or the Parity Bonds and may be used by the District for any lawful purpose. In the event that the District reasonably expects to use any portion of the moneys in the Surplus Fund to pay debt service on any Outstanding Bonds or Parity Bonds, the District shall notify the Trustee in a Certificate of an Authorized Representative and the Trustee shall segregate such amount into a separate subaccount and the moneys on deposit in such subaccount of the Surplus Fund shall be invested at the written direction of the District in Authorized Investments the interest on which is excludable from gross income under Section 103 of the Code (other than bonds the interest on which is a tax preference item for purposes of computing the alternative minimum tax of individuals under the Code) or in Authorized Investments at a yield not in excess of the yield on the issue of Bonds or Parity Bonds to which such amounts are to be applied, unless, in the opinion of Bond Counsel, investment at a higher yield will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes. Such amounts shall be disbursed as directed by an Authorized Representative of the District.

Section 3.9. Acquisition and Construction Fund.

(a) The moneys in the Costs of Issuance Account shall be disbursed by the Trustee pursuant to a Certificate of an Authorized Representative of the District, and any balance remaining therein after 180 days shall be transferred by the Trustee to an Account within the Acquisition and

Construction Fund as directed in writing by an Authorized Representative of the District. Following such transfer to the Acquisition and Construction Fund, the Costs of Issuance Account shall be closed.

(b) The moneys in the Acquisition and Construction Fund and the Accounts therein (other than the Costs of Issuance Account) shall be applied exclusively to pay the Project Costs. Amounts for Project Costs shall be disbursed by the Trustee from the Acquisition and Construction Fund or the Accounts therein (other than the Costs of Issuance Account), as specified in a Request for Disbursement of Project Costs, substantially in the form of Exhibit B-1 attached hereto. A properly executed Request for Disbursement of Project Costs must be submitted in connection with each requested disbursement and the Trustee may rely thereon without investigating the accuracy thereof. Amounts in an Account of the Acquisition and Construction Fund may be transferred to another Account or Accounts therein pursuant to a Certificate of an Authorized Representative of the District.

(c) Upon receipt of a Certificate of an Authorized Representative of the District stating that all or a specified portion of the amount remaining in the Acquisition and Construction Fund or the Accounts therein (other than the Costs of Issuance Account) is no longer needed to pay Project Costs, the Trustee shall: (i) transfer all or such specified portion, as applicable, of the moneys remaining on deposit in the Acquisition and Construction Fund or the Accounts therein (other than the Costs of Issuance Account) to the Interest Account, the Principal Account or Redemption Account of the Special Tax Fund, to the Costs of Issuance Account or to the Surplus Fund, as directed in such certificate, provided that in connection with any direction to transfer amounts to the Surplus Fund there shall have been delivered to the Trustee with such certificate an opinion of Bond Counsel to the effect that such transfer to the Surplus Fund will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes; and (ii) thereafter, close the Acquisition and Construction Fund (including all Accounts and Subaccounts therein).

Section 3.10. Investments. Moneys held in any of the Funds, Accounts and Subaccounts under this Indenture shall be invested at the written direction of the District upon at least two (2) Business Days' notice in accordance with the limitations set forth below only in Authorized Investments which shall be deemed at all times to be a part of such Funds, Accounts and Subaccounts. Any loss resulting from such Authorized Investments shall be credited or charged to the Fund, Account or Subaccount from which such investment was made, and any investment earnings on a Fund, Account or Subaccount shall be applied as follows: (i) investment earnings on all amounts deposited in the Acquisition and Construction Fund (including the Accounts therein), the Special Tax Fund, the Surplus Fund and the Rebate Fund and each Account therein (other than the Reserve Account of the Special Tax Fund) shall be deposited in those respective Funds, Accounts and Subaccounts; and (ii) investment earnings on all amounts deposited in the Reserve Account shall be deposited therein to be applied as set forth in Section 3.6. Moneys in the Funds, Accounts and Subaccounts held under this Indenture may be invested by the Trustee as directed in writing by the District, from time to time, in Authorized Investments subject to the following restrictions (provided that the Trustee is not required to verify compliance with such restrictions and may rely on the District's written instructions as evidence of such compliance):

(a) Moneys in the Acquisition and Construction Fund and the Accounts therein shall be invested in Authorized Investments which will by their terms mature, or in the case of an Investment Agreement are available without penalty, as close as practicable to the date the District estimates the

moneys represented by the particular investment will be needed for withdrawal from the Acquisition and Construction Fund or the Accounts therein. Notwithstanding anything herein to the contrary, amounts in the Acquisition and Construction Fund or the Accounts therein three years after the Delivery Date for the Bonds and the proceeds of each issue of Parity Bonds issued on a tax-exempt basis which are remaining on deposit in the Acquisition and Construction Fund on the date which is three years following the date of issuance of such issue of Parity Bonds shall be invested by the District only in Authorized Investments the interest on which is excluded from gross income under Section 103 of the Code (other than bonds the interest on which is a tax preference item for purposes of computing the alternative minimum tax of individuals under the Code) or in Authorized Investments at a yield not in excess of the yield on the issue of Bonds or Parity Bonds from which such proceeds were derived, unless in the opinion of Bond Counsel such restriction is not necessary to prevent interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes from being included in gross income for federal income tax purposes.

(b) Moneys in the Interest Account, the Principal Account, and the Redemption Account of the Special Tax Fund shall be invested only in Authorized Investments which will by their terms mature, or in the case of an Investment Agreement are available for withdrawal without penalty, on such dates so as to ensure the payment of principal of, premium, if any, and interest on the Bonds and any Parity Bonds as the same become due.

(c) Moneys in the Reserve Account of the Special Tax Fund may be invested only in Authorized Investments (other than the Authorized Investment described in clause (2)(i) of the definition thereof) which, taken together, have a weighted average maturity not in excess of five years; provided that such amounts may be invested in an Investment Agreement to the later of the final maturity of the Bonds or any Parity Bonds so long as such amounts may be withdrawn at any time, without penalty, for application in accordance with Section 3.6 hereof; and provided that no such Authorized Investment of amounts in the Reserve Account allocable to the Bonds or an issue of Parity Bonds shall mature later than the respective final maturity date of the Bonds or the issue of Parity Bonds, as applicable.

(d) Moneys in the Rebate Fund shall be invested only in Authorized Investments of the type described in clause (1) of the definition thereof which by their terms will mature, as nearly as practicable, on the dates such amounts are needed to be paid to the United States Government pursuant to Section 3.7 hereof or in Authorized Investments of the type described in clause (2)(e) of the definition thereof.

(e) In the absence of written investment directions from the District, the Trustee shall hold the funds uninvested.

The Trustee shall sell, or present for redemption, any Authorized Investment whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer to such funds and accounts or from such funds and accounts. Notwithstanding anything in this Indenture to the contrary, the Trustee shall not be responsible for any loss from investments, sales or transfers undertaken in accordance with the provisions of this Indenture. Any Authorized Investments that are registrable securities shall be registered in the name of the Trustee.

The Trustee may act as principal or agent in the making or disposing of any investment and shall be entitled to its customary fee for making such investment. The Trustee may sell at the best market price obtainable, or present for redemption, any Authorized Investment so purchased

whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Authorized Investment is credited, and, subject to the provisions of Section 7.4, the Trustee shall not be liable or responsible for any loss resulting from such investment. For investment purposes, the Trustee may commingle the funds and accounts established hereunder, but shall account for each separately. The Trustee is hereby authorized, in making or disposing of any investment permitted by this Section, to deal with itself (in its individual capacity) or which any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as principal for its own account. The parties acknowledge that the Trustee is not providing investment supervision, recommendations, or advice.

The District acknowledges that, to the extent that regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

ARTICLE IV

REDEMPTION OF BONDS AND PARITY BONDS

Section 4.1. Redemption of Bonds.

(a) Optional Redemption. The Bonds may be redeemed at the option of the District from any source of funds on any Interest Payment Date on or after September 1, 20__, in whole or in part, from such maturities as are selected by the District and by lot within a maturity, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

Redemption Date	***Redemption Price***
	%

In the event that the District elects to redeem Bonds as provided above, the District shall give written notice to the Trustee of its election to so redeem, the redemption date and the principal amount of the Bonds of each maturity to be redeemed. The notice to the Trustee shall be given at least 45 but no more than 60 calendar days prior to the redemption date, or by such later date as is acceptable to the Trustee.

(b) Mandatory Sinking Fund Redemption. The Bonds maturing on September 1, 20__ (the "20__ Term Bonds") shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established hereunder, on September 1, 20__ and on each September 1 thereafter prior to maturity in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed

20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	*Sinking Fund Payments*
	$
*	

* Maturity.

(c) The Bonds maturing on September 1, 20__ (the "20__ Term Bonds") shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established hereunder, on September 1, 20__ and on each September 1 thereafter prior to maturity in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	*Sinking Fund Payments*
	$
*	

* Maturity.

If the District purchases Term Bonds during the Fiscal Year immediately preceding one of the sinking fund redemption dates specified above, the District shall notify the Trustee at least 45 days prior to the redemption date as to the principal amount purchased, and the amount purchased shall be credited at the time of purchase to the next Sinking Fund Payment for the Term Bond so purchased, to the extent of the full principal amount of the purchase. All Bonds purchased pursuant to this subsection shall be cancelled pursuant to Section 10.1 hereof.

In the event of a partial optional redemption or special mandatory redemption of the Term Bonds, each of the remaining Sinking Fund Payments for such Term Bonds shall be reduced, as nearly as practicable, on a pro rata basis.

(d) Special Mandatory Redemption. The Bonds are subject to special mandatory redemption as a whole or in part on a pro rata basis among maturities and by lot within a maturity, on any Interest Payment Date on or after September 1, 2026, and shall be redeemed by the Trustee, from

Prepayments deposited to the Redemption Account pursuant to Section 3.2, plus amounts transferred from the Reserve Account pursuant to Section 3.6(c), at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

Redemption Date	***Redemption Price***
	%

Prepayments and amounts released from the Reserve Account in connection with Prepayments will be allocated to the payment at maturity and redemption of Bonds and any Parity Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of the Bonds and any Parity Bonds and such amounts shall be applied to redeem Bonds and Parity Bonds as nearly as practicable on a pro rata basis among maturities in increments of $5,000; provided, however, that, for Prepayments of less than $50,000, the District may specify in a Certificate of an Authorized Representative that Prepayments be applied to one or more maturities of the Bonds or Parity Bonds so long as there is delivered to the Trustee a Certificate of the Independent Financial Consultant that, following such application of the Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year on Taxable Property is not less than 110% of Annual Debt Service in the Bond Year that begins in such Fiscal Year.

(e) The redemption provisions for Parity Bonds shall be set forth in a Supplemental Indenture.

Section 4.2. Selection of Bonds and Parity Bonds for Redemption. If less than all of the Bonds or Parity Bonds Outstanding are to be redeemed, the portion of any Bond or Parity Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or an integral multiple thereof. In selecting portions of such Bonds or Parity Bonds for redemption, the Trustee shall treat such Bonds or Parity Bonds, as applicable, as representing that number of Bonds or Parity Bonds of $5,000 denominations which is obtained by dividing the principal amount of such Bonds or Parity Bonds to be redeemed in part by $5,000. The procedure for the selection of Parity Bonds for redemption may be modified as set forth in the Supplemental Indenture for such Parity Bonds. The Trustee shall promptly notify the District in writing of the Bonds or Parity Bonds, or portions thereof, selected for redemption.

Section 4.3. Notice of Redemption. When Bonds or Parity Bonds are due for redemption under Section 4.1 above or under another redemption provision set forth in a Supplemental Indenture relating to any Parity Bonds, the Trustee shall give notice, in the name of the District, of the redemption of such Bonds or Parity Bonds. Such notice of redemption shall: (i) specify the CUSIP numbers (if any), the bond numbers and the maturity date or dates of the Bonds or Parity Bonds selected for redemption, except that where all of the Bonds or all of an issue of Parity Bonds are subject to redemption, or all of the Bonds or Parity Bonds of one maturity are to be redeemed, the bond numbers of such issue need not be specified; (ii) state the date fixed for redemption and surrender of the Bonds or Parity Bonds to be redeemed; (iii) state the redemption price; (iv) state the place or places where the Bonds or Parity Bonds are to be redeemed; (v) in the case of Bonds or Parity Bonds to be redeemed only in part, state the portion of such Bond or Parity Bond which is to

be redeemed; (vi) state the date of issue of the Bonds or Parity Bonds as originally issued; (vii) state the rate of interest borne by each Bond or Parity Bond being redeemed; and (viii) state any other descriptive information needed to identify accurately the Bonds or Parity Bonds being redeemed as shall be specified by the Trustee. Such notice shall further state that on the date fixed for redemption, there shall become due and payable on each Bond, Parity Bond or portion thereof called for redemption, the principal thereof, together with any premium, and interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue and be payable. At least 30 days but no more than 45 days prior to the redemption date, the Trustee shall mail a copy of such notice of redemption, by first class mail, postage prepaid, to the respective Owners thereof at their addresses appearing on the Bond Register, and to the original purchaser of any Bonds or Parity Bonds; provided, however, so long as the Bonds and Parity Bonds are registered in the name of the Nominee, such notice shall be given in such manner as complies with the requirements of the Depository. The actual receipt by the Owner of any Bond or Parity Bond of notice of such redemption shall not be a condition precedent to redemption, and neither the failure to receive nor any defect in such notice shall affect the validity of the proceedings for the redemption of such Bonds or Parity Bonds, or the cessation of interest on the redemption date. A certificate by the Trustee that notice of such redemption has been given as herein provided shall be conclusive as against all parties and the Owner shall not be entitled to show that he or she failed to receive notice of such redemption.

In addition to the foregoing notice, further notice shall be given by the Trustee as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Each further notice of redemption shall be sent not later than the date that notice of redemption is given to the Owners pursuant to the first paragraph of this Section by first class mail or facsimile to the Depository and to any other registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and Parity Bonds as determined by the Trustee and to one or more of the national information services that the Trustee determines are in the business of disseminating notice of redemption of obligations such as the Bonds and Parity Bonds.

Upon the payment of the redemption price of any Bonds and Parity Bonds being redeemed, each check or other transfer of funds issued for such purpose shall to the extent practicable bear the CUSIP number identifying, by issue and maturity, the Bonds and Parity Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds or Parity Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest on such Bonds or Parity Bonds to be redeemed and that, if the District determines that such moneys will not be received on or prior to the redemption date, said notice shall be of no force and effect and the Trustee shall not be required to redeem such Bonds or Parity Bonds. In the event that such notice of redemption contains such a condition and the District determines that such moneys will not be received, the redemption shall not be made, and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

Section 4.4. Partial Redemption of Bonds or Parity Bonds. Upon surrender of any Bond or Parity Bond to be redeemed in part only, the District shall execute and the Trustee shall authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds or a new Parity Bond or Parity Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered, with the same interest rate and the same maturity or, in the case of surrender of a Parity Bond, a new Parity Bond or Parity Bonds subject to the foregoing limitations.

Section 4.5. Effect of Notice and Availability of Redemption Money. Notice of redemption having been duly given, as provided in Section 4.3 hereof, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption:

(a) the Bonds and Parity Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this Indenture or in any Supplemental Indenture with respect to any Parity Bonds, anything in this Indenture or in the Bonds or the Parity Bonds to the contrary notwithstanding;

(b) upon presentation and surrender thereof at the office of the Trustee (except as provided in Section 4.1(b)), the redemption price of such Bonds and Parity Bonds shall be paid to the Owners thereof;

(c) as of the redemption date the Bonds or the Parity Bonds, or portions thereof so designated for redemption shall be deemed to be no longer Outstanding and such Bonds or Parity Bonds, or portions thereof, shall cease to bear further interest; and

(d) as of the date fixed for redemption no Owner of any of the Bonds, Parity Bonds or portions thereof so designated for redemption shall be entitled to any of the benefits of this Indenture or any Supplemental Indenture, or to any other rights, except with respect to payment of the redemption price and interest accrued to the redemption date from the amounts so made available.

ARTICLE V

COVENANTS AND WARRANTY

Section 5.1. Warranty. The District shall preserve and protect the security pledged hereunder to the Bonds and any Parity Bonds against all claims and demands of all persons.

Section 5.2. Covenants. So long as any of the Bonds or Parity Bonds issued hereunder are Outstanding and unpaid, the District makes the following covenants with the Owners under the provisions of the Act and this Indenture (to be performed by the District or its proper officers, agents or employees), which covenants are necessary and desirable to secure the Bonds and Parity Bonds and tend to make them more marketable; provided, however, that said covenants do not require the District to expend any funds or moneys other than the Special Taxes and other amounts deposited to the Special Tax Fund:

(a) Punctual Payment; Against Encumbrances. The District covenants that it will receive all Special Taxes in trust for the Owners and will, other than with respect to amounts to be deposited into the Administrative Expense Fund in accordance with Section 3.3 hereof, deposit all Special

Taxes with the Trustee immediately upon their apportionment to the District, and the District shall have no beneficial right or interest in the amounts so deposited except as provided by this Indenture. All such Special Taxes shall be disbursed, allocated and applied solely to the uses and purposes set forth herein, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the District.

The District covenants that it will duly and punctually pay or cause to be paid the principal of and interest on every Bond and Parity Bond issued hereunder, together with the premium, if any, thereon on the date, at the place and in the manner set forth in the Bonds and the Parity Bonds and in accordance with this Indenture to the extent that Net Taxes and other amounts pledged hereunder are available therefor, and that the payments into the Funds and Accounts created hereunder will be made, all in strict conformity with the terms of the Bonds, any Parity Bonds, and this Indenture, and that it will faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and all Supplemental Indentures and of the Bonds and any Parity Bonds issued hereunder.

The District will not mortgage or otherwise encumber, pledge or place any charge upon any of the Net Taxes except as provided in this Indenture, and will not issue any obligation or security having a lien or charge upon the Net Taxes superior to or on a parity with the Bonds, other than Parity Bonds. Nothing herein shall prevent the District from issuing or incurring indebtedness which is payable from a pledge of Net Taxes which is subordinate in all respects to the pledge of Net Taxes to repay the Bonds and the Parity Bonds, subject to compliance with the District's bonded indebtedness limit.

(b) Levy of Special Tax. Beginning in Fiscal Year 2025-26 and so long as any Bonds or Parity Bonds issued under this Indenture are Outstanding, the District covenants to levy the Special Tax in an amount sufficient, together with other amounts on deposit in the Special Tax Fund, to pay: (1) the principal of and interest on the Bonds and any Parity Bonds when due; (2) the Administrative Expenses; and (3) any amounts required to replenish the Reserve Account of the Special Tax Fund to the Reserve Requirement, including any amounts to pay costs related to the Reserve Policy, if any. The District further covenants that it will take no actions that would discontinue or cause the discontinuance of the Special Tax levy or the District's authority to levy the Special Tax for so long as the Bonds and any Parity Bonds are Outstanding.

(c) Commence Foreclosure Proceedings. The District covenants for the benefit of the Owners of the Bonds and any Parity Bonds that it will: (i) commence judicial foreclosure proceedings against parcels with delinquent Special Taxes in excess of $7,500 by the October 1 following the close of each Fiscal Year in which such Special Taxes were due; and (ii) commence judicial foreclosure proceedings against all parcels with delinquent Special Taxes by the October 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied; and (iii) diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid; provided that, notwithstanding the foregoing, the District may elect to defer foreclosure proceedings on any parcel so long as the amount in the Reserve Account is at least equal to the Reserve Requirement. The District may, but shall not be obligated to, advance funds from any source of legally available funds in order to maintain the Reserve Account. The District may treat any delinquent Special Tax sold to an independent third-party or to the City for at least 100% of the delinquent amount as having been paid. Proceeds of any such sale up to 100% of the delinquent amount will be deposited in the Special Tax Fund.

The District covenants that it will deposit the net proceeds of any foreclosure in the Special Tax Fund and will apply such proceeds remaining after the payment of Administrative Expenses to make current payments of principal and interest on the Bonds and any Parity Bonds, to bring the amount on deposit in the Reserve Account up to the Reserve Requirement and to pay any delinquent installments of principal or interest due on the Bonds and any Parity Bonds.

(d) Payment of Claims. The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Net Taxes or other funds in the Special Tax Fund, or which might impair the security of the Bonds or any Parity Bonds then Outstanding; provided, however, that nothing herein contained shall require the District to make any such payments so long as the District in good faith shall contest the validity of any such claims.

(e) Books and Accounts. The District will keep proper books of records and accounts, separate from all other records and accounts of the District, in which complete and correct entries shall be made of all transactions relating to the Project, the levy of the Special Tax and the deposits to the Special Tax Fund. Such books of records and accounts shall at all times during business hours be subject to the inspection of the Trustee or of the Owners or the Owners of any issue of Parity Bonds then Outstanding or their representatives authorized in writing.

(f) Federal Tax Covenants. Notwithstanding any other provision of this Indenture, absent an opinion of Bond Counsel that the exclusion from gross income of interest on the Bonds and any Parity Bonds issued on a tax-exempt basis for federal income tax purposes will not be adversely affected for federal income tax purposes, the District covenants to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, as follows:

(1) Private Activity. The District will take no action or refrain from taking any action or make any use of the proceeds of the Bonds or any Parity Bonds or of any other monies or property which would cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be "private activity bonds" within the meaning of Section 141 of the Code.

(2) Arbitrage. The District will make no use of the proceeds of the Bonds or any Parity Bonds or of any other amounts or property, regardless of the source, or take any action or refrain from taking any action which will cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(3) Federal Guaranty. The District will make no use of the proceeds of the Bonds or any Parity Bonds or take or omit to take any action that would cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(4) Information Reporting. The District will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code.

(5) Hedge Bonds. The District will make no use of the proceeds of the Bonds or any Parity Bonds or any other amounts or property, regardless of the source, or take any action or

refrain from taking any action that would cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be considered "hedge bonds" within the meaning of Section 149(g) of the Code unless the District takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds and any applicable Parity Bonds.

(6) Miscellaneous. The District will take no action or refrain from taking any action inconsistent with its expectations stated in the Tax Certificate executed on the Delivery Date by the District in connection with the Bonds and any issue of Parity Bonds and will comply with the covenants and requirements stated therein and incorporated by reference herein.

(7) Other Tax-Exempt Issues. The District will not use proceeds of other tax-exempt securities to redeem any Bonds or Parity Bonds without first obtaining the written opinion of Bond Counsel that doing so will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds and any Parity Bonds issued on a tax-exempt basis.

(8) Subsequent Opinions. If the District obtains a subsequent opinion of Bond Counsel other than Stradling Yocca Carlson & Rauth LLP, where such opinion is required in connection with a change or amendment to this Indenture or the procedures set forth in the Tax Certificate, it will obtain an opinion substantially to the effect originally delivered by Stradling Yocca Carlson & Rauth LLP, that interest on the Bonds is excluded from gross income for federal income tax purposes.

(g) Reduction of Maximum Special Taxes. The District hereby finds and determines that, historically, delinquencies in the payment of special taxes authorized pursuant to the Act in community facilities districts in Southern California have from time to time been at levels requiring the levy of special taxes at the maximum authorized rates in order to make timely payment of principal of and interest on the outstanding indebtedness of such community facilities districts. For this reason, the District hereby determines that a reduction in the maximum Special Tax rates authorized to be levied on parcels in the District below the levels provided in this Section 5.2(g) would interfere with the timely retirement of the Bonds and Parity Bonds. The District determines it to be necessary in order to preserve the security for the Bonds and Parity Bonds to covenant, and, to the maximum extent that the law permits it to do so, the District hereby does covenant, that it shall not initiate proceedings to reduce the maximum Special Tax rates for the District, unless, in connection therewith, the District receives a certificate from one or more Independent Financial Consultants which, when taken together, certify that: (i) such changes do not reduce the maximum Special Taxes that may be levied in each year on property within the District to an amount which is less than the Administrative Expense Cap plus 110% of the Annual Debt Service due in each corresponding future Bond Year with respect to the Bonds and Parity Bonds Outstanding as of the date of such proposed reduction; and (ii) the District is not delinquent in the payment of the principal of or interest on the Bonds or any Parity Bonds.

(h) Covenants to Defend. The District covenants that, in the event that any initiative is adopted by the qualified electors in the District which purports to reduce the maximum Special Tax below the levels specified in Section 5.2(g) above or to limit the power of the District to levy the Special Taxes for the purposes set forth in Section 5.2(b) above, it will commence and pursue legal action in order to preserve its ability to comply with such covenants.

(i) Limitation on Right to Tender Bonds. The District hereby covenants that it will not adopt any policy pursuant to Section 53344.1 of the Act permitting the tender of Bonds or Parity Bonds in full payment or partial payment of any Special Taxes unless the District shall have first received a certificate from an Independent Financial Consultant that the acceptance of such a tender will not result in the District having insufficient Net Taxes to pay the principal of and interest on the Bonds and Parity Bonds when due.

(j) Continuing Disclosure. The District covenants to comply with the terms of the Continuing Disclosure Certificate and with the terms of any agreement executed by the District with respect to any Parity Bonds to assist the Underwriter in complying with Rule 15c2-12 adopted by the Securities and Exchange Commission; provided, however, that a failure to comply shall not be considered an event of default hereunder and the Owners shall be limited to enforcing the terms thereof in accordance with the terms of the Continuing Disclosure Certificate.

(k) Further Assurances. The District shall make, execute and deliver any and all such further agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Owners of the Bonds and any Parity Bonds of the rights and benefits provided in this Indenture.

ARTICLE VI

AMENDMENTS TO INDENTURE

Section 6.1. Supplemental Indentures or Orders Not Requiring Owner Consent. The District may from time to time, and at any time, without notice to or consent of any of the Owners, adopt Supplemental Indentures for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Indenture or in any additional resolution or order, provided that such action is not materially adverse to the interests of the Owners;

(b) to add to the covenants and agreements of and the limitations and the restrictions upon the District contained in this Indenture other covenants, agreements, limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Indenture as theretofore in effect or which further secure Bond or Parity Bond payments;

(c) to provide for the issuance of any Parity Bonds, and to provide the terms and conditions under which such Parity Bonds may be issued, subject to and in accordance with the provisions of this Indenture;

(d) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, or to comply with the Code or regulations issued thereunder, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which shall not materially adversely affect the interests of the Owners of the Bonds or any Parity Bonds then Outstanding;

(e) to modify, alter or amend the RMA in any manner, so long as the Trustee receives a certificate of an Independent Financial Consultant stating that: (i) such changes do not reduce the maximum Special Taxes that may be levied in each year on property within the District to an amount which is less than the Administrative Expense Cap plus 110% of the Annual Debt Service due in each corresponding future Bond Year with respect to the Bonds and Parity Bonds Outstanding as of the date of such amendment; and (ii) based on the current development plan for parcels within the District, do not reduce the maximum Special Taxes which could be levied upon Taxable Property within the District to an amount which is less than the Administrative Expense Cap plus 110% of the Annual Debt Service due in each corresponding future Bond Year with respect to the Bonds and Parity Bonds Outstanding as of the date of such amendment;

(f) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Owners; or

(g) to modify, alter, amend or supplement this Indenture in any other respect, as may be required to fund all or a portion of the Reserve Requirement with a Reserve Policy.

Section 6.2. Supplemental Indentures or Orders Requiring Owner Consent. Exclusive of the Supplemental Indentures described in Section 6.1, the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding shall have the right to consent to and approve the adoption by the District of such Supplemental Indentures as shall be deemed necessary or desirable by the District for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that nothing herein shall permit, or be construed as permitting: (a) an extension of the maturity date of the principal, or the payment date of interest on, any Bond or Parity Bond; (b) a reduction in the principal amount of, or redemption premium on, any Bond or Parity Bond or the rate of interest thereon; (c) a preference or priority of any Bond or Parity Bond over any other Bond or Parity Bond; or (d) a reduction in the aggregate principal amount of the Bonds and Parity Bonds the Owners of which are required to consent to such Supplemental Indenture, without the consent of the Owners of all Bonds and Parity Bonds then Outstanding.

If at any time the District shall desire to adopt a Supplemental Indenture, which pursuant to the terms of this Section shall require the consent of the Owners, the District shall so notify the Trustee and shall deliver to the Trustee a copy of the proposed Supplemental Indenture. The Trustee shall, at the expense of the District, cause notice of the proposed Supplemental Indenture to be mailed, by first class mail, postage prepaid, to all Owners at their addresses as they appear in the Bond Register. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Owners. The failure of any Owners to receive such notice shall not affect the validity of such Supplemental Indenture when consented to and approved by the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding as required by this Section. Whenever at any time within one year after the date of the first mailing of such notice, the Trustee shall receive an instrument or instruments purporting to be executed by the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding, which instrument or instruments shall refer to the proposed Supplemental Indenture described in such notice, and shall specifically consent to and approve the adoption thereof by the District substantially in the form of the copy referred to in such notice as on file with the Trustee, such proposed Supplemental Indenture, when duly adopted by the District, shall thereafter become a part of the proceedings for the issuance of the Bonds and any Parity Bonds. In determining whether the Owners of a majority of the

aggregate principal amount of the Bonds and Parity Bonds have consented to the adoption of any Supplemental Indenture, Bonds or Parity Bonds which are owned by the District or by any person directly or indirectly controlling or controlled by or under the direct or indirect common control with the District, shall be disregarded and shall be treated as though they were not Outstanding for the purpose of any such determination.

Upon the adoption of any Supplemental Indenture and the receipt of consent to any such Supplemental Indenture from the Owners of not less than a majority in aggregate principal amount of the Outstanding Bonds and Parity Bonds in instances where such consent is required pursuant to the provisions of this Section, this Indenture shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the District and all Owners of Outstanding Bonds and Parity Bonds shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Section 6.3. Notation of Bonds or Parity Bonds; Delivery of Amended Bonds or Parity Bonds. After the effective date of any action taken as hereinabove provided, the District may determine that the Bonds or any Parity Bonds may bear a notation, by endorsement in form approved by the District, as to such action, and in that case upon demand of the Owner of any Outstanding Bond or Parity Bond at such effective date and presentation of such Owner's Bond or Parity Bond for the purpose at the office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation as to such action shall be made on such Bonds or Parity Bonds. If the District shall so determine, new Bonds or Parity Bonds so modified as, in the opinion of the District, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Outstanding Bond or Parity Bond at such effective date such new Bonds or Parity Bonds shall be exchanged at the office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, without cost to each Owner of Outstanding Bonds or Parity Bonds, upon surrender of such Outstanding Bonds or Parity Bonds.

The Trustee shall have the right to require such opinions of counsel as it deems necessary concerning: (i) the lack of material adverse effect of the amendment on Owners; and (ii) the fact that the amendment will not affect the tax status of interest with respect to the Bonds.

ARTICLE VII

TRUSTEE

Section 7.1. Trustee. Wilmington Trust, National Association shall be the Trustee for the Bonds and any Parity Bonds unless and until another Trustee is appointed by the District hereunder. The Trustee represents that it has (or is a member of a bank holding company system whose bank holding company has) a combined capital (exclusive of borrowed capital) and surplus of at least $100,000,000. The District may, at any time, appoint a successor Trustee satisfying the requirements of Section 7.2 below for the purpose of receiving all money which the District is required to deposit with the Trustee hereunder and to allocate, use and apply the same as provided in this Indenture.

The Trustee is hereby authorized to and shall mail by first class mail, postage prepaid, or wire transfer in accordance with Section 2.5 above, interest payments to the Owners, to select Bonds and Parity Bonds for redemption, and to maintain the Bond Register. The Trustee is hereby authorized to pay the principal of and premium, if any, on the Bonds and Parity Bonds when the same are duly presented to it for payment at maturity or on call and redemption, to provide for the registration of

transfer and exchange of Bonds and Parity Bonds presented to it for such purposes, to provide for the cancellation of Bonds and Parity Bonds all as provided in this Indenture, and to provide for the authentication of Bonds and Parity Bonds, and shall perform all other duties assigned to or imposed on it as provided in this Indenture. The Trustee shall keep accurate records of all funds administered by it and all Bonds and Parity Bonds paid, discharged and cancelled by it.

The Trustee is hereby authorized to pay and redeem the Bonds and Parity Bonds when duly presented for payment at maturity, or on redemption prior to maturity. The Trustee shall cancel all Bonds and Parity Bonds upon payment thereof in accordance with the provisions of Section 10.1 hereof.

The District shall from time to time, subject to any agreement between the District and the Trustee then in force, timely pay to the Trustee following demand therefor compensation for its services, reimburse the Trustee for all its advances and expenditures, including, but not limited to, advances to and fees, costs and expenses of independent accountants or counsel employed by it in the exercise and performance of its powers and duties hereunder, and indemnify and save the Trustee, its officers, directors, employees and agents, harmless against costs, claims, expenses and liabilities, including, without limitation, fees, costs and expenses of its attorneys (not arising from its own negligence or willful misconduct) which it may incur in the exercise and performance of its powers and duties hereunder. The foregoing obligation of the District to indemnify the Trustee shall survive the removal or resignation of the Trustee or the discharge of the Bonds and Parity Bonds.

Section 7.2. Removal of Trustee. The District may at any time at its sole discretion, upon 30 days' notice, remove the Trustee initially appointed, and any successor thereto, by delivering to the Trustee a written notice of its decision to remove the Trustee and may appoint a successor or successors thereto; provided that any such successor shall be a bank or trust company having (or whose parent bank holding company has) a combined capital (exclusive of borrowed capital) and surplus of at least $100,000,000, and subject to supervision or examination by federal or state authority. Any removal shall become effective only upon acceptance of appointment by the successor Trustee. If any bank or trust company appointed as a successor publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Any removal of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee and notice of the successor Trustee's identity and address being sent by the successor Trustee to the Owners.

Section 7.3. Resignation of Trustee. The Trustee may at any time resign and be discharged from its duties and obligations hereunder by giving written notice to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee satisfying the criteria in Section 7.2 above by an instrument in writing. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed by the District within thirty (30) days of giving such notice or removal or resignation, then the Trustee, or any Owner may petition, at the sole expense of the District, a court of competent jurisdiction for the appointment of a successor Trustee and other appropriate relief, and such court may thereupon, after such notice (if any) as it may deem proper, appoint a successor Trustee under this Indenture.

Section 7.4. Liability of Trustee. The recitals of fact and all promises, covenants and agreements contained herein and in the Bonds and any Parity Bonds shall be taken as statements, promises, covenants and agreements of the District, and the Trustee assumes no responsibility or liability for the correctness of the same and makes no representations whatsoever as to the validity or sufficiency of this Indenture, the Bonds or any Parity Bonds, and shall incur no responsibility or liability in respect thereof, other than in connection with its express duties or obligations specifically set forth herein, in the Bonds and any Parity Bonds, or in the certificate of authentication assigned to or imposed upon the Trustee. The Trustee shall not have nor be under any responsibility or duty with respect to the issuance of the Bonds or any Parity Bonds for value. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee shall not be liable for any action taken or omitted by it or any of its officers, employees or agents in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture. The Trustee shall not be liable for any actions taken or omitted to be taken, or any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

The Trustee shall be entitled to request and receive written instructions from the District and/or Owners and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Trustee in accordance with the written direction of any such party. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the written direction of the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of an Owner and/or the District, pursuant to the provisions of this Indenture, unless such party shall have offered to the Trustee security or indemnity (satisfactory to the Trustee in its sole and absolute discretion) against the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction.

Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the District or any of its directors, members, officers, agents, affiliates or employees, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Trustee may assume performance by all such persons of their respective obligations. The Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Trustee shall be conclusively protected in acting upon any notice, resolution, request, consent, order, judgement, decree, certificate, report, Bond, Parity Bond or other paper or document signed or presented by the proper party or parties as provided hereunder, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein. The Trustee may, at the expense of the District, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

The Trustee shall not be bound to recognize any person as the Owner of a Bond or Parity Bond unless and until such Bond or Parity Bond is submitted for inspection, if required, and his title thereto is satisfactorily established to the Trustee, if disputed.

Whenever in the administration of its express obligations under this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, the Trustee may, at the expense of the District, request, rely on and act in accordance with officer's certificates and/or opinions of counsel (unless other evidence in respect thereof be herein specifically prescribed), and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel, but in its discretion the Trustee may but shall not be obligated to accept other evidence of such matter or may require such additional evidence as to it may seem reasonable. It is understood and agreed that no such act shall broaden or imply the Trustee's acceptance of a broadening of the scope of the Trustee's duties and obligations hereunder unless the Trustee shall provide written acceptance thereof.

The Trustee shall have no duty or obligation whatsoever to enforce the collection of Special Taxes or other funds to be deposited with it hereunder, or as to the correctness of any amounts received, but its liability shall be limited to the proper accounting for such funds as it actually receives. No provision in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of its rights or powers.

The Trustee shall not be deemed to have knowledge of any default or event of default under this Indenture until an officer at the Trustee's corporate trust office responsible for the administration of its duties hereunder shall have actual knowledge thereof or the Trustee shall have received written notice thereof at its corporate trust office.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and any Parity Bonds.

Before taking any action under Article VIII hereof the Trustee may require that indemnity and security satisfactory to the Trustee in its sole and exclusive discretion be furnished to it for and from any expenses and liabilities and to protect it against any liability it may incur hereunder, in each case, in the absence of its own negligence or willful misconduct.

The immunities extended to the Trustee also extend to its directors, officers, employees and agents (including its counsel).

The Trustee shall not be liable for any action taken or not taken by it in accordance with the direction of the Owners of 25% (or other percentage provided for herein) in aggregate principal amount of Bonds and Parity Bonds Outstanding relating to the exercise of any right, power or remedy available to the Trustee. In the event of conflicting instructions hereunder, the Trustee shall have the right to decide the appropriate course of action and will be protected in so doing.

The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty or in any way expand or impliedly expand the scope of the Trustee's duties hereunder, and, with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct.

The Trustee may execute any of the trusts or powers hereof and perform any of its duties through attorneys, agents and receivers and shall not be answerable for the conduct of the same if

appointed by it with reasonable care. The Trustee shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Trustee in accordance with the advice of counsel or other professionals retained or consulted by the Trustee.

The Trustee may become the Owner or pledgee of the Bonds and Parity Bonds with the same rights it would have if it were not Trustee.

The Trustee shall perform such duties and only such duties as are specifically set forth in this Indenture and no implied duties or obligations shall be read into this Indenture against the Trustee. These duties shall be deemed purely ministerial in nature, and the Trustee shall not be liable except for the performance of such duties.

If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person.

The District shall, to the extent permitted by law, indemnify and save the Trustee and its officers, directors, agents, and employees harmless from and against (whether or not litigated) all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (i) the use, maintenance, condition or management of, or from any work or thing done on, the Project; (ii) any breach or default on the part of the District in the performance of any of its obligations under this Indenture and any other agreement made and entered into for purposes of the Bonds and Parity Bonds; (iii) any act of the City, the District or of any of its agents, contractors, servants, employees or licensees with respect to the Project; (iv) any act of any assignee of, or purchaser from, the City, the District or of any of its or their agents, contractors, servants, employees or licensees with respect to the Project; (v) the construction or acquisition of the Project or the expenditure of Project Costs; (vi) the exercise and performance by the Trustee of its powers and duties hereunder or any related document; (vii) the sale of the Bonds and Parity Bonds and the carrying out of any of the transactions contemplated by the Bonds and Parity Bonds or this Indenture; or (viii) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made in light of the circumstances in which they were made, not misleading in any official statement or other disclosure document utilized in connection with the sale or marketing of the Bonds and Parity Bonds. The indemnification set forth in this Section shall extend to the Trustee's officers, agents, employees, successors and assigns. No indemnification will be made under this Section or elsewhere in this Indenture or other agreements for willful misconduct or negligence by the Trustee, its officers, agents, employees, successors or assigns. The District's obligations hereunder shall remain valid and binding notwithstanding maturity and payment of the Bonds and Parity Bonds, or the resignation or removal of the Trustee.

In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity, and all persons, including, without limitation, the Owners, the District and the City, having any claim against the Trustee arising from this Indenture shall look only to the funds and accounts held by the Trustee hereunder for payment, except as otherwise provided herein. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds and any Parity Bonds.

THE TRUSTEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR

FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE PROJECT, OR ANY PORTION THEREOF. In no event shall the Trustee be liable for incidental, indirect, punitive, special or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit), in connection with or arising out of the Project or this Indenture for the existence, furnishing, functioning or use and possession of the Project, irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of *force majeure*. The term "*force majeure*" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. *Force majeure* shall include, but not limited to, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; quarantine restrictions; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility, or other similar occurrences.

The Trustee shall be entitled to request and receive written instructions from the District or other parties and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Trustee in accordance with the written direction of the District or such other parties. The Trustee shall have the right to accept and act upon directions given pursuant to this Indenture and delivered using electronic notice; provided, however, that the District shall provide to the Trustee an incumbency certificate listing each Authorized Representative of the District with the authority to provide such directions and containing specimen signatures of such authorized officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee directions using electronic notice and the Trustee in its discretion elects to act upon such directions, the Trustee's understanding of such directions shall be deemed controlling. The District understands and agrees that the Trustee cannot determine the identity of the actual sender of such directions and that the Trustee shall conclusively presume that directions that purport to have been sent by an authorized officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Representative of the District. The District shall be responsible for ensuring that only an Authorized Representative of the District shall transmit such directions to the Trustee and that each Authorized Representative of the District treat applicable user and authorization codes, passwords and/or authentication keys with extreme care. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and a compliance with such directions, notwithstanding such directions conflict or are inconsistent with a subsequent written direction. The District agrees (i) to assume all risks arising out of the use of electronic notice to submit directions to the Trustee, including, without limitation, the risk of the Trustee acting on unauthorized directions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions to the Trustee and that there may be more secure methods of transmitting directions than the method(s) selected by the District; and (iii) that the security procedures (if any) to be followed in connection with its transmission of directions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

Section 7.5. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

Section 8.1. Events of Default. Any one or more of the following events shall constitute an "Event of Default":

(a) default in the due and punctual payment of the principal of or redemption premium, if any, on any Bond or Parity Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) default in the due and punctual payment of the interest on any Bond or Parity Bond when and as the same shall become due and payable; or

(c) except as described in subsections (a) or (b), default by the District in the observance of any of the agreements, conditions or covenants on its part contained in this Indenture, the Bonds or any Parity Bonds, which default continues for a period of 30 days after the District has been given notice in writing of such default by the Trustee or the Owners of twenty-five percent (25%) in aggregate principal amount of the Outstanding Bonds and Parity Bonds.

The Trustee agrees to give notice to the Owners as soon as practicable upon the occurrence of an Event of Default under subsections (a) or (b) above and within 30 days of the Trustee's actual knowledge of an Event of Default under subsection (c) above.

Section 8.2. Remedies of Owners. Upon the occurrence of an Event of Default, any Owner may pursue any available remedy at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Bonds and Parity Bonds, and to enforce any rights of the Trustee under or with respect to this Indenture, including:

(a) by mandamus or other suit or proceeding at law or in equity to enforce his rights against the District and any of the members, officers and employees of the District, and to compel the District or any such members, officers or employees to perform and carry out their duties under the Act and their agreements with the Owners as provided in this Indenture;

(b) by suit in equity to enjoin any actions or things which are unlawful or violate the rights of the Owners; or

(c) by a suit in equity to require the District and its members, officers and employees to account as the trustee of an express trust.

If an Event of Default shall have occurred and be continuing and if requested and directed so to do by the Owners of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Bonds and Parity Bonds and if indemnified to its satisfaction, the Trustee shall be

obligated to exercise such one or more of the rights and powers conferred by this Article VIII, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Owners of the Bonds and Parity Bonds.

No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

Section 8.3. Application of Revenues and Other Funds After Default. All amounts received by the Trustee pursuant to any right given or action taken by the Owners under the provisions of this Indenture relating to the Bonds and Parity Bonds shall be applied by the Trustee in the following order upon presentation of the several Bonds and Parity Bonds:

First, to the payment of the costs, fees and expenses of the Trustee in declaring such Event of Default and in performing its duties and obligations hereunder, including reasonable compensation to its agents, attorneys and counsel;

Second, to the payment of the fees, costs and expenses of the Owners in declaring such Event of Default and in carrying out the provisions of this Article VIII, including reasonable compensation to its agents, attorneys and counsel, and to the payment of all other outstanding fees and expenses of the Trustee; and

Third, to the payment of the whole amount of interest on and principal of the Bonds and Parity Bonds then due and unpaid, with interest on overdue installments of principal and interest to the extent permitted by law at the net effective rate of interest then borne by the Outstanding Bonds and Parity Bonds; provided, however, that in the event that such amounts shall be insufficient to pay the full amount of such interest and principal, then such amounts shall be applied in the following order of priority:

(a) first to the payment of all installments of interest on the Bonds and Parity Bonds then due and unpaid on a pro rata basis based on the total amount then due and owing;

(b) second, to the payment of all installments of principal, including Sinking Fund Payments, of the Bonds and Parity Bonds then due and unpaid on a pro rata basis based on the total amount then due and owing; and

(c) third, to the payment of interest on overdue installments of principal and interest on the Bonds and Parity Bonds on a pro rata basis based on the total amount then due and owing.

Section 8.4. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its obligations hereunder, whether upon its own discretion or upon the request of the Owners of twenty-five percent (25%) in aggregate principal amount of the Bonds and Parity Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds and Parity Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw,

compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in aggregate principal amount of the Outstanding Bonds and Parity Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other such litigation. Any suit, action or proceeding which any Owner of Bonds or Parity Bonds shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners of Bonds and Parity Bonds similarly situated and the Trustee is hereby appointed (and the successive respective Owners of the Bonds and Parity Bonds issued hereunder, by taking and holding the same, shall be conclusively deemed so to have appointed it) the true and lawful attorney in fact of the respective Owners of the Bonds and Parity Bonds for the purposes of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners of the Bonds and Parity Bonds as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact.

Section 8.5. Appointment of Receivers. Upon the occurrence of an Event of Default hereunder, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights and of the Owners of the Bonds and Parity Bonds under this Indenture, the Trustee shall be entitled, as a matter of right to which the District expressly agrees, to the appointment of a receiver or receivers of the Net Taxes and other amounts pledged hereunder, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 8.6. Non-Waiver. Nothing in this Article VIII or in any other provision of this Indenture, or in the Bonds or the Parity Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the interest on and principal of the Bonds and Parity Bonds to the respective Owners of the Bonds and Parity Bonds at the respective dates of maturity, as herein provided, or to pay the Trustee its fees and expenses as provided in Section 8.3 hereof, out of the Net Taxes and other moneys herein pledged for such payment.

A waiver of any default or breach of duty or contract by the Trustee or any Owners shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission of the Trustee or any Owner of any of the Bonds or Parity Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy conferred upon the Trustee or the Owners by the Act or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners, as the case may be.

Section 8.7. Limitations on Rights and Remedies of Owners. No Owner of any Bond or Parity Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless: (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds and Parity Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity and security reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity and security shall have been made to, the Trustee.

Such notification, request, tender of indemnity and security and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds and Parity Bonds of any remedy hereunder; it being understood and intended that no one or more Owners of Bonds and Parity Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds and Parity Bonds.

The right of any Owner of any Bond and Parity Bond to receive payment of the principal of and interest and premium (if any) on such Bond and Parity Bond as herein provided or to institute suit for the enforcement of any such payment, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

Section 8.8. Termination of Proceedings. In case any Owner shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the District, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Indenture, and all rights, remedies and powers of the Owners shall continue as if no such proceedings had been taken.

ARTICLE IX

DEFEASANCE AND PARITY BONDS

Section 9.1. Defeasance. If the District shall pay or cause to be paid, or there shall otherwise be paid, to the Owner of an Outstanding Bond or Parity Bond the interest due thereon and the principal thereof, at the times and in the manner stipulated in this Indenture or any Supplemental Indenture, then the Owner of such Bond or Parity Bond shall cease to be entitled to the pledge of Net Taxes, and, other than as set forth below, all covenants, agreements and other obligations of the District to the Owner of such Bond or Parity Bond under this Indenture and any Supplemental Indenture relating to such Parity Bond shall thereupon cease, terminate and become void and be discharged and satisfied. In the event of a defeasance of all Outstanding Bonds and Parity Bonds pursuant to this Section, the Trustee shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the District's general fund all money or securities held by it pursuant to this Indenture which are not required for the payment of the principal of, premium, if any, and interest due on such Bonds and Parity Bonds.

Any Outstanding Bond or Parity Bond shall be deemed to have been paid within the meaning expressed in the first paragraph of this Section if such Bond or Parity Bond is paid in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same become due and payable;

(b) by depositing with the Trustee, in trust, at or before maturity, money which, together with the amounts then on deposit in the Special Tax Fund and available for such purpose, is fully sufficient to pay the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same shall become due and payable; or

(c) by depositing with the Trustee or another escrow bank appointed by the District, in trust, federal securities described in subparagraph (1) of the definition of Authorized Investments, in which the District may lawfully invest its money, in such amount as will be sufficient, together with the interest to accrue thereon and moneys then on deposit in the Special Tax Fund and available for such purpose, together with the interest to accrue thereon, to pay and discharge the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same shall become due and payable.

If paid as provided above, then, at the election of the District, and notwithstanding that any Outstanding Bonds and Parity Bonds shall not have been surrendered for payment, all obligations of the District under this Indenture and any Supplemental Indenture with respect to such Bond or Parity Bond shall cease and terminate, except for the obligation of the Trustee to pay or cause to be paid to the Owners of any such Bond or Parity Bond not so surrendered and paid all sums due thereon, and except for the covenants of the District contained in Section 5.2(f) or any covenants in a Supplemental Indenture relating to compliance with the Code. Notice of such election shall be filed with the Trustee not less than ten days prior to the proposed defeasance date, or such shorter period of time as may be acceptable to the Trustee. In connection with a defeasance under (c) above, there shall be provided to the District a verification report from an independent nationally recognized certified public accountant stating its opinion as to the sufficiency of the moneys or securities deposited with the Trustee or the escrow bank to pay and discharge the principal of, premium, if any, and interest on all Outstanding Bonds and Parity Bonds to be defeased in accordance with this Section, as and when the same shall become due and payable, and an opinion of Bond Counsel (which may rely upon the opinion of the certified public accountant) to the effect that the Bonds or Parity Bonds being defeased have been legally defeased in accordance with this Indenture and any applicable Supplemental Indenture.

Upon a defeasance, the Trustee, upon request of the District, shall release the rights of the Owners of such Bonds and Parity Bonds which have been defeased under this Indenture and any Supplemental Indenture and execute and deliver to the District all such instruments as may be desirable to evidence such release, discharge and satisfaction. In the case of a defeasance hereunder of all Outstanding Bonds and Parity Bonds, the Trustee shall pay over or deliver to the District any funds held by the Trustee at the time of a defeasance, which are not required for the purpose of paying and discharging the principal of or interest on the Bonds and Parity Bonds when due. The Trustee shall, at the written direction of the District, mail, first class, postage prepaid, a notice to the Owners whose Bonds or Parity Bonds have been defeased, in the form directed by the District, stating that the defeasance has occurred.

Section 9.2. Conditions for the Issuance of Parity Bonds and Other Additional Indebtedness. The District may at any time after the issuance and delivery of the Bonds hereunder issue Parity Bonds payable from the Net Taxes and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Outstanding Bonds and any other Parity Bonds theretofore issued hereunder or under any Supplemental Indenture; provided, however, that Parity Bonds may only be issued for the purpose of refunding all or a portion of the Bonds or Parity Bonds then Outstanding subject to the following

specific conditions, which are hereby made conditions precedent to the issuance of any such Parity Bonds:

(a) The District shall be in compliance with all covenants set forth in this Indenture and any Supplemental Indenture then in effect and a certificate of the District to that effect shall have been filed with the Trustee; provided, however, that Parity Bonds may be issued notwithstanding that the District is not in compliance with all such covenants so long as immediately following the issuance of such Parity Bonds the District will be in compliance with all such covenants.

(b) The issuance of such Parity Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds shall have been provided for by a Supplemental Indenture duly adopted by the District which shall specify the following:

(1) the purpose for which such Parity Bonds are to be issued and the fund or funds into which the proceeds thereof are to be deposited;

(2) the authorized principal amount of such Parity Bonds;

(3) the date and the maturity date or dates of such Parity Bonds; provided that: (i) each maturity date shall fall on a September 1; (ii) all such Parity Bonds of like maturity shall be identical in all respects, except as to number; (iii) fixed serial maturities or Sinking Fund Payments, or any combination thereof, shall be established to provide for the retirement of all such Parity Bonds on or before their respective maturity dates; and (iv) the maturity of such Parity Bonds to be issued shall not exceed the maturity of the Bonds and Parity Bonds being refunded;

(4) the description of the Parity Bonds, the place of payment thereof and the procedure for execution and authentication;

(5) the denominations and method of numbering of such Parity Bonds;

(6) the amount and due date of each mandatory Sinking Fund Payment, if any, for such Parity Bonds;

(7) the amount, if any, to be deposited from the proceeds of such Parity Bonds in the Reserve Account of the Special Tax Fund to increase the amount therein to the Reserve Requirement;

(8) the form of such Parity Bonds; and

(9) such other provisions as are necessary or appropriate and not inconsistent with this Indenture.

(c) The District shall have received the following documents or money or securities, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Trustee (unless the Trustee shall be directed by the District to accept any of such documents bearing a prior date):

(1) a certified resolution of the City Council, acting as the legislative body of the District, authorizing the issuance of such Parity Bonds;

(2) a written request of the District as to the delivery of such Parity Bonds;

(3) an opinion of Bond Counsel and/or general counsel to the District to the effect that: (i) the District has the right and power under the Act to execute and deliver the Supplemental Indenture relating to such Parity Bonds, and such Supplemental Indenture has been duly and lawfully executed by the District, and the Indenture and such Supplemental Indenture are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights); (ii) this Indenture creates the valid pledge which it purports to create of the Net Taxes and other amounts as provided in this Indenture, subject to the application thereof to the purposes and on the conditions permitted by this Indenture; and (iii) such Parity Bonds are valid and binding limited obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of this Indenture and the Supplemental Indenture executed and delivered in connection with such Parity Bonds and are entitled to the benefits of this Indenture and such Supplemental Indenture, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and this Indenture and such Supplemental Indenture;

(4) a certificate of the District containing such statements as may be reasonably necessary to show compliance with the requirements of this Indenture;

(5) a certificate of an Independent Financial Consultant certifying that in each Bond Year the Annual Debt Service on the Bonds and Parity Bonds to remain Outstanding following the issuance of the Parity Bonds proposed to be issued is less than the Annual Debt Service on the Bonds and Parity Bonds Outstanding prior to the issuance of such Parity Bonds; and

(6) such further documents, money and securities as are required by the provisions of this Indenture and the Supplemental Indenture providing for the issuance of such Parity Bonds.

ARTICLE X

MISCELLANEOUS

Section 10.1. Cancellation of Bonds and Parity Bonds. All Bonds and Parity Bonds surrendered to the Trustee for payment upon maturity or for redemption shall be upon payment therefor, and any Bond or Parity Bond purchased by the District as authorized herein and delivered to the Trustee for such purpose shall be, cancelled forthwith and shall not be reissued. The Trustee shall destroy such Bonds and Parity Bonds, as provided by law, and, upon request of the District, furnish to the District a certificate of such destruction.

Section 10.2. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Owners in person or by their attorneys appointed by an instrument in writing for that purpose, or by the bank, trust company or other depository for such Bonds. Proof of the execution of any such instrument, or of any instrument appointing any such

attorney, and of the ownership of Bonds or Parity Bonds shall be sufficient for the purposes of this Indenture (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his or her attorney of any such instrument, and of any instrument appointing any such attorney, may be proved by a signature guarantee of any bank or trust company located within the United States of America. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such signature guarantee shall also constitute sufficient proof of his authority.

(b) As to any Bond or Parity Bond, the person in whose name the same shall be registered in the Bond Register shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bond or Parity Bond, and the interest thereon, shall be made only to or upon the order of the registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond or Parity Bond and the interest thereon to the extent of the sum or sums to be paid. Neither the District nor the Trustee shall be affected by any notice to the contrary.

Nothing contained in this Indenture shall be construed as limiting the Trustee or the District to such proof, it being intended that the Trustee or the District may accept any other evidence of the matters herein stated which the Trustee or the District may deem sufficient. Any request or consent of the Owner of any Bond or Parity Bond shall bind every future Owner of the same Bond or Parity Bond in respect of anything done or suffered to be done by the Trustee or the District in pursuance of such request or consent.

Section 10.3. Unclaimed Moneys. Anything in this Indenture to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Outstanding Bonds and Parity Bonds which remain unclaimed for two years after the date when such Outstanding Bonds or Parity Bonds have become due and payable, if such money was held by the Trustee at such date, or for two years after the date of deposit of such money if deposited with the Trustee after the date when such Outstanding Bonds or Parity Bonds become due and payable, shall be repaid by the Trustee to the District, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of such Outstanding Bonds or Parity Bonds; provided, however, that, before being required to make any such payment to the District, the Trustee, at the expense of the District, shall cause to be mailed by first-class mail, postage prepaid, to the registered Owners of such Outstanding Bonds or Parity Bonds at their addresses as they appear on the registration books of the Trustee a notice that said money remains unclaimed and that, after a date named in said notice, which date shall not be less than 30 days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the District.

Section 10.4. Provisions Constitute Contract; Governing Law. The provisions of this Indenture shall constitute a contract between the District and the Owners and the provisions hereof shall be governed by and construed in accordance with the laws of the State of California.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and, should said suit, action or proceeding be abandoned, or be determined adversely to the Owners or the Trustee, then the District, the Trustee and the Owners shall be

restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

After the issuance and delivery of the Bonds, this Indenture shall be irrepealable, but shall be subject to modifications to the extent and in the manner provided in this Indenture, but to no greater extent and in no other manner.

Section 10.5. Future Contracts. Nothing herein contained shall be deemed to restrict or prohibit the District from making contracts or creating bonded or other indebtedness payable from a pledge of the Net Taxes which is subordinate to the pledge hereunder, or which is payable from the general fund of the District or from taxes or any source other than the Net Taxes and other amounts pledged hereunder.

Section 10.6. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the Bonds or any Parity Bonds the rights and benefits provided in this Indenture.

Section 10.7. Entire Agreement; Severability. This Indenture and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written. If any covenant, agreement or provision, or any portion thereof, contained in this Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Indenture and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Indenture, the Bonds and any Parity Bonds issued pursuant hereto shall remain valid and the Owners shall retain all valid rights and benefits accorded to them under the laws of the State of California.

Section 10.8. Notices. Any notices required to be given to the District with respect to the Bonds or this Indenture shall be mailed, first class, postage prepaid, or personally delivered to the City Manager of the City of Wildomar, 23873 Clinton Keith Road, Suite 110, Wildomar California 92595, all notices to the Trustee in its capacity as Trustee shall be mailed, first class, postage prepaid, or personally delivered to the Trustee, Wilmington Trust, National Association, 650 Town Center Drive, Suite 800, Costa Mesa, California 92626.

IN WITNESS WHEREOF, COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR has caused this Indenture to be signed by an Authorized Representative of the District and Wilmington Trust, National Association in token of its acceptance of the trust created hereunder, has caused this Indenture to be signed in its corporate name by its officers identified below, all as of the day and year first above written.

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR

By: _____
City Manager of the City of Wildomar, acting on behalf of Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar

ATTEST:

_____
City Clerk of the City of Wildomar, acting on behalf of Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

EXHIBIT A

FORM OF SPECIAL TAX BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE DISTRICT OR TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

R-____ $_____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
OF THE CITY OF WILDOMAR
SPECIAL TAX BOND, SERIES 2026

INTEREST RATE:	**MATURITY DATE:**	**DATED DATE:**	**CUSIP:**
___%	September 1, 20__	February __, 2026	___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR (the "District") which was formed by the City of Wildomar (the "City") and is situated in the County of Riverside, State of California, FOR VALUE RECEIVED, hereby promises to pay, solely from certain amounts held under the Indenture (as hereinafter defined), to the Owner named above, or registered assigns, on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such Principal Amount from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication hereof, unless: (i) the date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication; (ii) the date of authentication is after a Record Date (as hereinafter defined) but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from the Interest Payment Date immediately succeeding the date of authentication; or (iii) the date of authentication is prior to the close of business on the first Record Date, in which event interest shall be payable from the Dated Date set forth above. Notwithstanding the foregoing, if at the time of authentication of this Bond interest is in default, interest on this Bond shall be payable from the last Interest Payment Date to which the

interest has been paid or made available for payment or, if no interest has been paid or made available for payment, interest on this Bond shall be payable from the Dated Date set forth above. Interest will be paid semiannually on September 1, 2026 and each March 1 and September 1 thereafter (each an "Interest Payment Date"), at the Interest Rate set forth above, until the Principal Amount hereof is paid or made available for payment.

The principal of and premium, if any, on this Bond are payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the Principal Office of the Trustee (as such term is defined in the Indenture), initially Wilmington Trust, National Association (the "Trustee"). Interest on this Bond shall be paid by check of the Trustee mailed, by first class mail, postage prepaid, or in certain circumstances described in the Indenture by wire transfer to an account within the United States of America, to the Owner hereof as of the close of business on the fifteenth day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Trustee.

This Bond is one of a duly authorized issue of "Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Special Tax Bonds, Series 2026" (the "Bonds") issued in the aggregate principal amount of $_____ pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Section 53311 *et seq.* of the California Government Code (the "Act") for the purpose of financing public improvements, funding a reserve account, and paying certain costs related to the issuance of the Bonds. The issuance of the Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City, acting in its capacity as the legislative body of the District (the "Legislative Body"), on January 14, 2026, and a Bond Indenture executed in connection therewith dated as of February 1, 2026 (the "Indenture"), by and between the District and the Trustee, and this reference incorporates the Indenture herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Indenture is adopted under and this Bond is issued under, and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act and the Indenture, the principal of, premium, if any, and interest on this Bond are payable solely from the portion of the annual special taxes authorized under the Act to be levied and collected within the District (the "Special Taxes") and certain other amounts pledged to the repayment of the Bonds as set forth in the Indenture. Any amounts for the payment hereof shall be limited to the Net Taxes pledged and collected or foreclosure proceeds received following a default in payment of the Special Taxes and other amounts deposited to the Special Tax Fund established under the Indenture, except to the extent that other provision for payment has been made by the Legislative Body, as may be permitted by law. The District has covenanted for the benefit of the owners of the Bonds that under certain circumstances described in the Indenture it will commence and diligently pursue to completion appropriate foreclosure proceedings in the event of delinquencies of Special Tax installments levied for payment of principal and interest on the Bonds.

The Bonds may be redeemed at the option of the District from any source of funds on any Interest Payment Date on and after September 1, 20__, in whole or in part, from such maturities as are selected by the District and by lot within a maturity, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

Redemption Date	*Redemption Price*
	%

The Bonds maturing on September 1, 20__ (the "20__ Term Bonds") shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Indenture, on September 1, 20__ and on each September 1 thereafter prior to maturity in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	*Sinking Fund Payments*
	$
*	

* Maturity.

The Bonds maturing on September 1, 20__ (the "20__ Term Bonds") shall be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Indenture, on September 1, 20__ and on each September 1 thereafter prior to maturity in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption shall be selected by the Trustee by lot and shall be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	*Sinking Fund Payments*
	$
*	

* Maturity.

The Bonds are subject to special mandatory redemption as a whole, or in part on a pro rata basis among maturities and by lot within a maturity, on any Interest Payment Date on and after

September 1, 2026, and shall be redeemed by the Trustee, from Prepayments deposited to the Redemption Account plus amounts transferred from the Reserve Account in connection with such transfers, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

Redemption Date	***Redemption Price***
	%

Notice of redemption with respect to the Bonds to be redeemed shall be mailed to the registered owners thereof not less than 30 nor more than 45 days prior to the redemption date by first class mail, postage prepaid, to the addresses set forth in the registration books; provided, however, so long as the Bonds are registered in the name of the Nominee, such notice shall be given in such manner as complies with the requirements of the Depository. Neither a failure of the Owner hereof to receive such notice nor any defect therein will affect the validity of the proceedings for redemption. All Bonds or portions thereof so called for redemption will cease to accrue interest on the specified redemption date, provided that funds for the redemption are on deposit with the Trustee on the redemption date. Thereafter, the registered owners of such Bonds shall have no rights except to receive payment of the redemption price upon the surrender of the Bonds.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest, and the District and the Trustee may treat the Owner hereof as the absolute owner for all purposes and shall not be affected by any notice to the contrary.

The Bonds are issuable only in fully registered form in the denomination of $5,000 or any integral multiple thereof and may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same issue and maturity, all as more fully set forth in the Indenture. This Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at the Principal Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, upon surrender and cancellation of this Bond. Upon such transfer, a new registered Bond of authorized denomination or denominations for the same aggregate principal amount of the same issue and maturity will be issued to the transferee in exchange therefor.

The Trustee shall not be required to register transfers or make exchanges of: (i) any Bonds for a period of 15 days next preceding any selection of the Bonds to be redeemed; or (ii) any Bonds chosen for redemption.

The rights and obligations of the District and of the registered owners of the Bonds may be amended at any time, and in certain cases without notice to or the consent of the registered owners, to the extent and upon the terms provided in the Indenture.

THE BONDS DO NOT CONSTITUTE GENERAL OBLIGATIONS OF THE CITY OR OF THE DISTRICT. NEITHER THE CITY NOR THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE, OR HAS LEVIED OR PLEDGED, GENERAL OR SPECIAL TAXES, OTHER THAN THE SPECIAL TAXES REFERENCED HEREIN. THE BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE FROM THE PORTION OF THE SPECIAL TAXES AND OTHER

AMOUNTS PLEDGED UNDER THE INDENTURE BUT ARE NOT A DEBT OF THE CITY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar has caused this Bond to be dated the Dated Date, to be signed on behalf of the District by the Mayor of the City by her facsimile signature and attested by the facsimile signature of the City Clerk of the City.

_____

Mayor of the City of Wildomar, acting on behalf of Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar

ATTEST:

_____

City Clerk of the City of Wildomar, acting on behalf Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar

[FORM OF TRUSTEE'S CERTIFICATE
OF AUTHENTICATION AND REGISTRATION]

This is one of the Bonds described in the within-defined Indenture.

Dated: February __, 2026

WILMINGTON TRUST, NATIONAL ASSOCIATION as Trustee

By: _____
Authorized Signatory

[FORM OF LEGAL OPINION]

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth LLP, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

_____
City Clerk of the City of Wildomar

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto

_____
whose tax identification number is _____,
the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)

_____
attorney to transfer the same on the books of the Trustee with full power of substitution in the premises.

Dated:_____

Signature guaranteed:

_____

NOTE: Signature(s) must be guaranteed by an eligible guarantor institution.

NOTE: The signatures(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B-1

FORM OF REQUISITION FOR DISBURSEMENT OF PROJECT COSTS

$_____
SPECIAL TAX BONDS, SERIES 2026

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
OF THE CITY OF WILDOMAR)

Wilmington Trust, National Association (the "Trustee"), is hereby requested to pay from the [City Facilities][Water Facilities] Account of the Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Acquisition and Construction Fund, established by the Bond Indenture, dated as of February 1, 2026, by and between the Trustee and Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar (the "District"), the amount specified to the payee named below for payment of the Project Costs set forth in Attachment No. 1 hereto.

Payee:

Address:

Purpose:

Amount: $

The amount is due and payable under purchase order, contract or other authorization and has not formed the basis of any prior request for payment. The conditions for the release of this amount from the [City Facilities][Water Facilities] Account, including those conditions in Section 3.9(b) of the Indenture have been satisfied.

There has not been filed with nor served upon the District notice of any lien, right to lien or attachment upon, or stop notice or claim affecting the right to receive payment of the amount specified above which has not been released or will not be released simultaneously with the payment of such amount, other than materialmen's or mechanic's liens accruing by mere operation of law.

Dated: _____

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR

By: _____
Name: _____
Title: _____

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

PRELIMINARY OFFICIAL STATEMENT DATED JANUARY __, 2026

NEW ISSUE—BOOK-ENTRY ONLY **NO RATING**

In the opinion of Stradling Yocca Carlson & Rauth LLP, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds described herein is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See the caption "TAX EXEMPTION" with respect to tax consequences relating to the Bonds, including with respect to the alternative minimum tax imposed on certain large corporations.

$10,665,000*
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR SPECIAL TAX BONDS, SERIES 2026

Dated: Delivery Date **Due: September 1, as shown on inside cover page**

The Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Special Tax Bonds, Series 2026 (the "Bonds") are being issued by Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar (the "District") to: (i) finance certain public improvements benefitting the development within the District, including public improvements to be owned by the City, and water and sewer facilities to be owned and operated by the Elsinore Valley Municipal Water District; (ii) fund a reserve account for the Bonds; and (iii) pay costs of issuance for the Bonds. The Bonds are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq*. of the Government Code of the State of California) (the "Act"), and pursuant to that certain Bond Indenture, dated as of February 1, 2026 (the "Indenture"), by and between the District and Wilmington Trust, National Association, as trustee (the "Trustee").

The Bonds are secured by a pledge of and lien upon Net Taxes (as defined herein) derived from a certain annual Special Tax (as defined herein) to be levied on taxable parcels within the District and from certain other funds pledged under the Indenture, all as further described herein. The Special Tax is to be levied according to the rate and method of apportionment approved by the City Council of the City and the qualified electors within the District. See the caption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes" and Appendix A — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The Bonds will be issued in fully registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases of the Bonds may be made in principal amounts of $5,000 and integral multiples thereof and will be in book-entry form only. Purchasers of the Bonds will not receive certificates representing their beneficial ownership of the Bonds but will receive credit balances on the books of their respective nominees. The Bonds will not be transferable or exchangeable except for transfer to another nominee of DTC or as otherwise described herein. Interest on the Bonds will be payable on each March 1 and September 1, commencing September 1, 2026. Principal of and interest on the Bonds will be paid by the Trustee to DTC for subsequent disbursement to DTC Participants, who will remit such payments to the Beneficial Owners of the Bonds.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF RIVERSIDE, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE NET TAXES, NO OTHER REVENUES OR TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY OR GENERAL OBLIGATIONS OF THE DISTRICT BUT ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM NET TAXES AND OTHER AMOUNTS HELD UNDER THE INDENTURE AS MORE FULLY DESCRIBED HEREIN.

The Bonds are subject to optional redemption, special mandatory redemption and mandatory sinking fund redemption prior to maturity as set forth herein. See the caption "THE BONDS — Redemption."

Investment in the Bonds involves risks that are not appropriate for certain investors. Certain events could affect the ability of the District to pay the principal of and interest on the Bonds when due. See the caption "SPECIAL RISK FACTORS" for a discussion of certain risk factors that should be considered, in addition to the other matters set forth herein, in evaluating the investment quality of the Bonds.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR GENERAL REFERENCE ONLY. IT IS NOT INTENDED TO BE A SUMMARY OF THE SECURITY OR TERMS OF THIS ISSUE. INVESTORS ARE ADVISED TO READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

MATURITY SCHEDULE
(See Inside Cover Page)

The Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to their legality by Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, Bond Counsel, and subject to certain other conditions. Certain legal matters will be passed on for the City and the District by Burke, Williams & Sorensen, LLP, Riverside, California, City Attorney, and for the District by Stradling Yocca Carlson & Rauth LLP, Disclosure Counsel, for the Underwriter by Kutak Rock LLP, Irvine, California, and for the Trustee by its counsel. It is anticipated that the Bonds in book-entry form will be available for delivery on or about February __, 2026.

[PIPER LOGO]

Dated: _____, 2026

* *Preliminary, subject to change.*

$10,665,000[*]
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
OF THE CITY OF WILDOMAR
SPECIAL TAX BONDS, SERIES 2026

MATURITY SCHEDULE

BASE CUSIP®[†] _____

$_____ Serial Bonds

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*CUSIP No.[†]*

$_____ ___% Term Bonds due September 1, 20__ Yield: ___% Price: ____ CUSIP No.[†] _____

$_____ ___% Term Bonds due September 1, 20__ Yield: ___% Price: ____ CUSIP No.[†] _____

[*] *Preliminary, subject to change.*

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CITY OF WILDOMAR
COUNTY OF RIVERSIDE, CALIFORNIA

CITY COUNCIL

Carlos Marquez, *Mayor*
Dustin Nigg, *Mayor Pro-Tem*
Ashlee DePhillippo, *Councilmember*
Joseph Morabito, *Councilmember*
Bridgette Moore, *Councilmember*

CITY ADMINISTRATORS

Chris Mann, *City Manager*
Adam Jantz, *Finance Manager*

CITY ATTORNEY

Burke, Williams & Sorensen, LLP
Riverside, California

BOND AND DISCLOSURE COUNSEL

Stradling Yocca Carlson & Rauth LLP
Newport Beach, California

MUNICIPAL ADVISOR

CSG Advisors Incorporated
San Francisco, California

SPECIAL TAX CONSULTANT

Spicer Consulting Group, LLC
Murrieta, California

APPRAISER

Stephen G. White, MAI
Fullerton, California

TRUSTEE

Wilmington Trust, National Association
Costa Mesa, California

Except where otherwise indicated, all information contained in this Official Statement has been provided by the City and the District. No dealer, broker, salesperson or other person has been authorized by the City, the District, the Trustee or the Underwriter to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the District, the Trustee or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or Owners of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

> The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City, the District or any other parties described herein since the date hereof. All summaries of the Indenture or other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as a "plan," "expect," "estimate," "project," "budget," or similar words. Such forward-looking statements include, but are not limited to certain statements contained in the information under the captions "THE DISTRICT" and "PROPERTY OWNERSHIP AND THE DEVELOPMENT."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT. IN EVALUATING SUCH STATEMENTS, POTENTIAL INVESTORS SHOULD SPECIFICALLY CONSIDER THE VARIOUS FACTORS WHICH COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE INDICATED BY SUCH FORWARD-LOOKING STATEMENTS.

The City maintains a website. However, the information presented on such website is not part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

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[INSERT VICINITY MAP]

[INSERT AERIAL PHOTOGRAPH]

$10,665,000[*]
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
OF THE CITY OF WILDOMAR
SPECIAL TAX BONDS, SERIES 2026

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the table of contents and the attached appendices (collectively, the "Official Statement"), is to provide certain information concerning the issuance by Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar (the "District") of its Special Tax Bonds, Series 2026 in the aggregate principal amount of $10,665,000[*] (the "Bonds"). The proceeds of the Bonds will be used to: (i) finance certain public improvements benefiting the development within the District, including public improvements to be owned by the City of Wildomar (the "City"), and water and sewer facilities to be owned and operated by the Elsinore Valley Municipal Water District; (ii) fund a reserve account for the Bonds; and (iii) pay costs of issuance for the Bonds.

The Bonds are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq*. of the Government Code of the State of California) (the "Act"), a resolution adopted on January 14, 2026, by the City Council of the City, acting as the legislative body of the District, and a Bond Indenture, dated as of February 1, 2026 (the "Indenture"), by and between the District and Wilmington Trust, National Association, as trustee (the "Trustee"). The Bonds are secured under the Indenture by a pledge of and lien upon Net Taxes (as such term is defined herein) and all moneys in the Special Tax Fund as described in the Indenture.

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The sale and delivery of Bonds to potential investors is made only by means of the entire Official Statement. All capitalized terms used in this Official Statement and not defined have the meanings set forth in Appendix E.

The District

General. The City is located in the western portion of the County of Riverside (the "County"), California (the "State"). The District contains approximately 22 net taxable acres and is located in the southwest portion of the City, to the southwest of Palomar Street and Washington Avenue at Starbuck Circle.

The property within the District is being developed by D.R. Horton Los Angeles Holding Company, Inc., a California corporation ("D.R. Horton") into 117 single-family homes in a project being marketed as "Avalino." As of November 3, 2025 (the date of value of the Appraisal Report (as defined below)), D.R. Horton had completed and conveyed 79 homes within the District to individual homeowners. As of such date D.R. Horton owned two model homes, seven completed production homes, nine homes under construction and 20 near-finished lots. As of December 1, 2025, D.R. Horton has obtained building permits for 112 of the 117 planned homes in the District. D.R. Horton expects to complete and convey all homes in the District to individual homeowners by August 2026.

The backbone infrastructure (sewer, water, storm drains, utilities, and arterial roads) necessary to develop the property within the District has been completed. Remaining improvements include finishing of minor in-tract improvements for the remaining homes to be constructed. See the captions "THE DISTRICT" and "PROPERTY OWNERSHIP AND THE DEVELOPMENT" for further information with respect to the District, D.R. Horton and development within the District.

[*] *Preliminary, subject to change.*

Formation Proceedings. The District was formed on September 13, 2023 pursuant to the Act. The Act was enacted to provide an alternative method of financing certain public capital facilities and services, especially in developing areas of the State. Any local agency (as defined in the Act) may establish a community facilities district to provide for and finance the cost of eligible public facilities and services. Generally, the legislative body of the local agency which forms a community facilities district acts on behalf of such district as its legislative body. Subject to approval by two-thirds of the votes cast at an election and compliance with the other provisions of the Act, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

Pursuant to the Act, on August 9, 2023, the City Council adopted Resolution No. 2023-37 (the "Resolution of Intention"), stating its intention to form the District and to authorize the levy of a special tax on the taxable property within the District, and Resolution No. 2023-38, stating its intention to incur bonded indebtedness in an aggregate principal amount not to exceed $15,000,000 for the purpose of financing the purchase, construction, expansion or rehabilitation of certain public facilities to serve the area within the District.

Subsequent to a noticed public hearing on September 13, 2023, the City Council adopted Resolution Nos. 2023-48 and 2023-49 (collectively the "Resolution of Formation"). The Resolution of Formation: (i) established the District; (ii) authorized the levy of a special tax within the District; (iii) determined the necessity to incur bonded indebtedness in an amount not to exceed $15,000,000 within the District; and (iv) called an election within the District on the proposition of incurring bonded indebtedness, levying the special tax and setting an appropriations limit.

On September 13, 2023, an election was held within the District in which the property owner within the District approved the proposition authorizing the issuance of bonds in an amount not to exceed $15,000,000. A Notice of Special Tax Lien for the District was recorded in the office of the County Recorder on September 28, 2023, as Document No. 2023-0286646. On October 11, 2023, the City Council adopted Ordinance No. 235 (the "Ordinance") which authorizes the levy of a special tax pursuant to the Rate and Method of Apportionment approved at the September 13, 2023 election (the "Rate and Method"), a copy of which is attached hereto as Appendix A.

Sources of Payment for the Bonds

Special Taxes. As used in this Official Statement, the term "Special Tax" means the annual Special Tax which has been authorized pursuant to the Act and the Rate and Method to be levied upon taxable property within the District. See the caption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes" and Appendix A — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX." See the caption "THE DISTRICT."

Under the Indenture, the District has pledged to repay the Bonds and any Parity Bonds (as defined herein) from the Special Tax revenues remaining after the payment of certain annual Administrative Expenses of the District (the "Net Taxes") and from other amounts in the Special Tax Fund established under the Indenture. The Special Taxes are the primary source of security for the repayment of the Bonds and any Parity Bonds. In the event that the Special Taxes are not paid when due, the only sources of funds available to pay the debt service on the Bonds and any Parity Bonds are amounts held by the Trustee in the Special Tax Fund, including amounts held in the Reserve Account therein, to the limited extent described in the Indenture. See the caption "SOURCES OF PAYMENT FOR THE BONDS — Reserve Account of the Special Tax Fund."

Foreclosure Proceeds. The District will covenant in the Indenture for the benefit of the owners of the Bonds and Parity Bonds that it will: (i) commence judicial foreclosure proceedings against parcels with delinquent Special Taxes in excess of $7,500 by the October 1 following the close of each Fiscal Year in which such Special Taxes were due; and (ii) commence judicial foreclosure proceedings against all parcels with delinquent Special Taxes by the October 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied; and (iii) diligently pursue such

foreclosure proceedings until the delinquent Special Taxes are paid; provided that, notwithstanding the foregoing, the District may elect to defer foreclosure proceedings on any parcel so long as the amount in the Reserve Account is at least equal to the Reserve Requirement. See the caption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes — *Proceeds of Foreclosure Sales*." There is no assurance that the property within the District can be sold for the appraised or assessed values described herein, or for a price sufficient to pay the principal of and interest on the Bonds in the event of a default in payment of Special Taxes by the current or future landowners within the District. See the caption "SPECIAL RISK FACTORS — Property Values."

EXCEPT FOR THE NET TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY OR GENERAL OBLIGATIONS OF THE DISTRICT, BUT ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM NET TAXES AND AMOUNTS HELD UNDER THE INDENTURE, AS MORE FULLY DESCRIBED HEREIN.

Appraisal Report

An appraisal of the taxable land and existing improvements within the District was prepared by Stephen G. White, MAI, Fullerton, California (the "Appraiser"). The appraisal report is dated November 17, 2025 and entitled "Appraisal Report Covering Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar" (the "Appraisal Report"). The Appraisal Report provides an estimate of the approximate market value of the "as-is" condition of the property in the District subject to the levy of Special Taxes, assuming that development of the property as currently planned will consist of 117 residential units. Based on the extraordinary assumptions, assumptions and limiting conditions in the Appraisal Report, the Appraiser concluded that the market value of all of the taxable parcels within the District subject to the Special Tax was $70,395,000 as of November 3, 2025 (the "Date of Value").

The Appraisal Report is based upon a variety of assumptions and limiting conditions that are described in Appendix D. The District makes no representation as to the accuracy of the Appraisal Report. See "THE DISTRICT — Appraisal Report" and "— Estimated Appraised Value-to-Lien Ratios." There is no assurance that property within the District can be sold for the prices set forth in the Appraisal Report or that any parcel can be sold for a price sufficient to pay the Special Tax for that parcel in the event of a default in payment of Special Taxes by a property owner. See "THE DISTRICT" and "SPECIAL RISK FACTORS — Property Values" herein and Appendix D.

Description of the Bonds

The Bonds will be issued and delivered as fully registered Bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Bonds (the "Beneficial Owners") in the denominations of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. In the event that the book-entry only system described herein is no longer used with respect to the Bonds, the Bonds will be registered and transferred in accordance with the Indenture. See Appendix H — "BOOK-ENTRY ONLY SYSTEM."

Principal of, premium, if any, and interest on the Bonds is payable by the Trustee to DTC. Disbursement of such payments to DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of DTC Participants. See Appendix H — "BOOK-ENTRY ONLY SYSTEM."

The Bonds are subject to optional redemption, special mandatory redemption and mandatory sinking fund redemption prior to maturity as described herein. See the caption "THE BONDS — Redemption." For a

more complete description of the Bonds and the basic documentation pursuant to which they are being sold and delivered, see the caption "THE BONDS" and Appendix E — "SUMMARY OF THE INDENTURE."

Tax Exemption

In the opinion of Stradling Yocca Carlson & Rauth LLP, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds described herein is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See the caption "TAX EXEMPTION" with respect to tax consequences relating to the Bonds, including with respect to the alternative minimum tax imposed on certain large corporations.

Set forth in Appendix C is the form of opinion of Bond Counsel expected to be delivered in connection with the issuance of the Bonds. For a more complete discussion of such opinion and certain tax consequences incident to the ownership of the Bonds, see the caption "TAX EXEMPTION."

Professionals Involved in the Offering

Wilmington Trust, National Association, Costa Mesa, California, will act as Trustee under the Indenture. Piper Sandler & Co. (the "Underwriter") is the Underwriter of the Bonds. Certain proceedings in connection with the issuance and delivery of the Bonds are subject to the approval of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, Bond Counsel and Disclosure Counsel to the District in connection with the issuance of the Bonds. Certain legal matters will be passed on for the City and the District by Burke, Williams & Sorensen, LLP, Riverside, California, City Attorney, for the Underwriter by Kutak Rock LLP, Irvine, California, and for the Trustee by its counsel. Other professional services have been performed by Spicer Consulting Group, LLC, Murrieta, California, as Special Tax Consultant (the "Special Tax Consultant"), CSG Advisors Incorporated, San Francisco, California, as Municipal Advisor, and by Stephen G. White, MAI, Fullerton, California, as Appraiser.

For information concerning circumstances in which certain of the above-mentioned professionals, advisors, counsel and consultants may have a financial or other interest in the offering of the Bonds, see the caption "FINANCIAL INTERESTS."

Continuing Disclosure

Pursuant to a Continuing Disclosure Certificate to be executed by the District (the "District Continuing Disclosure Certificate"), the District will agree to provide, or cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA"), maintained on the Internet at http://emma.msrb.org, certain annual financial information and operating data and notices of certain enumerated events. These covenants are being made in order to assist the Underwriter in complying with subsection (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission ("Rule 15c2-12"). See "CONTINUING DISCLOSURE," Appendix F — "FORM OF DISTRICT CONTINUING DISCLOSURE CERTIFICATE."

The Underwriter does not consider D.R. Horton to be an "obligated person" with respect to the Bonds for purposes of Rule 15c2-12. Notwithstanding the foregoing, to assist in the marketing of the Bonds, D.R. Horton will agree to provide, or cause to be provided to EMMA, certain updates with respect to the development within the District and notices of certain enumerated events. See Appendix G for a description of the specific nature of the semiannual reports and enumerated event notices to be filed by D.R. Horton.

See "CONTINUING DISCLOSURE," Appendix F — "FORM OF DISTRICT CONTINUING DISCLOSURE CERTIFICATE" and Appendix G — "FORM OF DEVELOPER CONTINUING DISCLOSURE CERTIFICATE."

Parity Bonds for Refunding Purposes Only

The District will covenant in the Indenture not to issue additional indebtedness secured by the Net Taxes on a parity with the Bonds ("Parity Bonds") other than for refunding all or a portion of the Bonds or Parity Bonds. See the caption "SOURCES OF PAYMENT FOR THE BONDS — Parity Bonds for Refunding Purposes Only." Other taxes and/or special assessments with liens equal in priority to the continuing lien of the Special Taxes may also be levied in the future on the property within the District, which could adversely affect the willingness of the landowners to pay the Special Taxes when due. See the captions "THE DISTRICT — Direct and Overlapping Debt" and "SPECIAL RISK FACTORS — Direct and Overlapping Indebtedness."

Bond Owners' Risks

Certain events could affect the ability of the District to pay the principal of and interest on the Bonds when due. See the caption "SPECIAL RISK FACTORS" for a discussion of certain factors which should be considered, in addition to other matters set forth herein, in evaluating an investment in the Bonds. The purchase of the Bonds involves risks, and the Bonds may not be appropriate investments for some types of investors.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Brief descriptions of the Bonds and the Indenture are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Indenture, the Bonds and the Constitution and laws of the State, as well as the proceedings of the City Council, acting as the legislative body of the District, are qualified in their entirety by references to such documents, laws and proceedings, and with respect to the Bonds, by reference to the Indenture. Capitalized terms not otherwise defined in this Official Statement have the meanings set forth in Appendix E.

Copies of the Indenture and other documents and information are available for inspection and copies may be obtained from the City, 23873 Clinton Keith Road, Suite 110, Wildomar California 92595, Attention: City Clerk.

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FINANCING PLAN

Estimated Sources and Uses of Funds

The following table sets forth the expected sources and uses of Bond proceeds and certain Special Taxes collected in Fiscal Year 2025-26.

Sources of Funds	
Principal Amount of Bonds	$
Plus Original Issue Premium	
Special Taxes	
Total Sources	$
Uses of Funds:	
Acquisition and Construction Fund	$
Reserve Account	
Cost of Issuance[(1)]	
Total Uses	$

(1) To pay costs of issuance of the Bonds, including legal fees, underwriter's discount, printing costs, Appraiser, Special Tax Consultant and Trustee fees.

THE BONDS

General Provisions

The Bonds will be dated their date of delivery and will bear interest at the rates per annum set forth on the inside cover page hereof, payable semiannually on each March 1 and September 1, commencing September 1, 2026 (each, an "Interest Payment Date"), and will mature in the amounts and on the dates set forth on the inside cover page of this Official Statement. Interest will be calculated on the basis of a 360-day year comprised of twelve 30-day months. The Bonds will be issued in fully registered form in denominations of $5,000 or any integral multiple thereof.

Interest on any Bond will be payable from the Interest Payment Date next preceding the date of authentication of such Bond, unless: (i) such date of authentication is an Interest Payment Date, in which event interest will be payable from such date of authentication; (ii) the date of authentication is after the fifteenth day of the month preceding an Interest Payment Date, regardless of whether such day is a Business Day (each, a "Record Date") but prior to the immediately succeeding Interest Payment Date, in which event interest will be payable from the Interest Payment Date immediately succeeding the date of authentication; or (iii) the date of authentication is prior to the close of business on the first Record Date occurring after the issuance of such Bond, in which event interest will be payable from the dated date of such Bond, as applicable; provided, however, that if at the time of authentication of such Bond, interest is in default, interest on such Bond will be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or, if no interest has been paid or made available for payment on such Bond, interest on such Bond will be payable from its dated date.

Interest on any Bond will be paid to the person whose name appears as its owner in the registration books held by the Trustee on the close of business on the Record Date. Principal of, premium, if any, due upon redemption is payable upon presentation and surrender of the Bonds at the principal corporate trust office of the Trustee in Costa Mesa, California.

The Bonds will be issued as fully registered bonds and will be registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the Bonds. Ownership interests in the Bonds may be purchased in book-entry form only in denominations of $5,000 and any integral multiple thereof. So long as

DTC is the securities depository all payments of principal and interest on the Bonds will be made to DTC and will be paid to the Beneficial Owners in accordance with DTC's procedures and the procedures of DTC's Participants. See APPENDIX H — "BOOK-ENTRY-ONLY SYSTEM."

In the event the Bonds are not held in book-entry form, interest will be paid by check of the Trustee mailed by first class mail, postage prepaid, to the Bondowner at its address on the registration books kept by the Trustee. Pursuant to a written request prior to the Record Date of a Bondowner of at least $1,000,000 in aggregate principal amount of Bonds or of any issue of Parity Bonds, payment will be made by wire transfer in immediately available funds to a designated account in the United States.

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Debt Service Schedule

The following table presents the annual debt service on the Bonds (including sinking fund redemptions), assuming that there are no optional or special mandatory redemptions. See the caption "—Redemption" below.

Year Ending September 1	*Principal*	*Interest*	*Total Debt Service*
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
2055			
2056			
Total			

Redemption

Optional Redemption. The Bonds may be redeemed at the option of the District from any source of funds on any Interest Payment Date on or after September 1, 20__, in whole or in part, from such maturities as are selected by the District and by lot within a maturity, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

Redemption Date	*Redemption Price*
	%

In the event that the District elects to redeem Bonds as provided above, the District will give written notice to the Trustee of its election to so redeem, the redemption date and the principal amount of the Bonds of each maturity to be redeemed. The notice to the Trustee will be given at least 45 but no more than 60 calendar days prior to the redemption date, or by such later date as is acceptable to the Trustee.

Mandatory Sinking Fund Redemption. The Bonds maturing on September 1, 20__ (the "20__ Term Bonds") will be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Indenture, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption will be selected by the Trustee by lot and will be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	***Sinking Fund Payments***
	$
*	

* Maturity.

The Bonds maturing on September 1, 20__ (the "20__ Term Bonds" and together with the 20__ Term Bonds, the "Term Bonds") will be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Indenture, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption will be selected by the Trustee by lot and will be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	***Sinking Fund Payments***
	$
*	

* Maturity.

If the District purchases Term Bonds during the Fiscal Year immediately preceding one of the sinking fund redemption dates specified above, the District will notify the Trustee at least 45 days prior to the redemption date as to the principal amount purchased, and the amount purchased will be credited at the time of purchase to the next Sinking Fund Payment for the Term Bond so purchased, to the extent of the full principal amount of the purchase. All Term Bonds purchased will be cancelled pursuant to the Indenture.

In the event of a partial optional redemption or special mandatory redemption of the Term Bonds, each of the remaining Sinking Fund Payments for such Term Bonds will be reduced, as nearly as practicable, on a pro rata basis.

Special Mandatory Redemption from Special Tax Prepayments. The Bonds are subject to special mandatory redemption as a whole or in part on a pro rata basis among maturities and by lot within a maturity, on any Interest Payment Date on or after September 1, 2026, and will be redeemed by the Trustee, from any amounts paid by the District to the Trustee and designated by the District as a prepayment of Special Taxes for one or more parcels in the District made in accordance with the Rate and Method (the "Prepayments") deposited to the Redemption Account pursuant to the Indenture, plus amounts transferred from the Reserve Account pursuant to the Indenture, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

Redemption Date	***Redemption Price***
	%

Prepayments and amounts released from the Reserve Account in connection with Prepayments will be allocated to the payment at maturity and redemption of Bonds and any Parity Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of the Bonds and any Parity Bonds and such amounts shall be applied to redeem Bonds and Parity Bonds as nearly as practicable on a pro rata basis among maturities in increments of $5,000; provided, however, that, for Prepayments of less than $50,000, the District may specify in a Certificate of an Authorized Representative that Prepayments be applied to one or more maturities of the Bonds or Parity Bonds so long as there is delivered to the Trustee a Certificate of the Independent Financial Consultant that, following such application of the Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year on Taxable Property is not less than 110% of Annual Debt Service in the Bond Year that begins in such Fiscal Year.

See the caption "SPECIAL RISK FACTORS — Potential Early Redemption of Bonds from Prepayments or Community Facilities District Bond Proceeds" for a discussion of the potential for a lower than expected yield on the Bonds as a result of a special mandatory redemption from prepayment of Special Taxes or proceeds of bonds of other community facilities districts.

Notice of Redemption. So long as the Bonds are held in book-entry form, notice of redemption will be sent by the Trustee to DTC and not to the Beneficial Owners of the Bonds under the DTC book-entry only system. Neither the District nor the Trustee is responsible for notifying the Beneficial Owners, who are to be notified in accordance with the procedures in effect for the DTC book-entry system. See Appendix H — "BOOK-ENTRY ONLY SYSTEM."

The Trustee will give notice, in the name of the District, of the redemption of Bonds. Such notice of redemption will: (i) specify the CUSIP numbers (if any), the bond numbers and the maturity date or dates of the Bonds selected for redemption, except that where all of the Bonds are subject to redemption, or all of the Bonds of one maturity are to be redeemed, the bond numbers of such issue need not be specified; (ii) state the date fixed for redemption and surrender of the Bonds to be redeemed; (iii) state the redemption price; (iv) state the place or places where the Bonds are to be redeemed; (v) in the case of Bonds to be redeemed only in part, state the portion of such Bond which is to be redeemed; (vi) state the date of issue of the Bonds as originally issued; (vii) state the rate of interest borne by each Bond being redeemed; and (viii) state any other descriptive information needed to identify accurately the Bonds being redeemed as specified by the Trustee. Such notice will further state that on the date fixed for redemption, there will become due and payable on each Bond, or portion thereof called for redemption, the principal thereof, together with any premium, and interest accrued to the redemption date, and that from and after such date, interest thereon will cease to accrue and be payable. At

least 30 days but no more than 45 days prior to the redemption date, the Trustee will mail a copy of such notice of redemption, by first class mail, postage prepaid, to the respective Owners thereof at their addresses appearing on the Bond Register, and to the original purchaser of any Bonds; provided, however, so long as the Bonds are registered in the name of the Nominee, such notice shall be given in such manner as complies with the requirements of the Depository. The actual receipt by the Owner of any Bond of notice of such redemption is not a condition precedent to redemption, and neither the failure to receive nor any defect in such notice will affect the validity of the proceedings for the redemption of such Bonds, or the cessation of interest on the redemption date. A certificate by the Trustee that notice of such redemption has been given as provided in the Indenture will be conclusive as against all parties and the Owner is not entitled to show that he or she failed to receive notice of such redemption.

In addition to the foregoing notice, further notice will be given by the Trustee as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice will in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Each further notice of redemption will be sent not later than the date that notice of redemption is given to the Owners pursuant to the Indenture by first class mail or facsimile to the Depository and to any other registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds as determined by the Trustee and to one or more of the national information services that the Trustee determines are in the business of disseminating notice of redemption of obligations such as the Bonds.

Upon the payment of the redemption price of any Bonds being redeemed, each check or other transfer of funds issued for such purpose will to the extent practicable bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption is conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest on such Bonds to be redeemed and that, if the District determines that such moneys will not be received on or prior to the redemption date, said notice will be of no force and effect and the Trustee will not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and the District determines that such moneys are not so received, the redemption will not be made, and the Trustee will within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

Selection of Bonds for Redemption. If less than all of the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or an integral multiple thereof. In selecting portions of such Bonds for redemption, the Trustee will treat such Bonds, as applicable, as representing that number of Bonds of $5,000 denominations which is obtained by dividing the principal amount of such Bonds to be redeemed in part by $5,000. The procedure for the selection of Parity Bonds for redemption may be modified as set forth in the Supplemental Indenture for such Parity Bonds. The Trustee will promptly notify the District in writing of the Bonds, or portions thereof, selected for redemption.

Partial Redemption of Bonds. Upon surrender of any Bond to be redeemed in part only, the District will execute and the Trustee will authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered, with the same interest rate and the same maturity.

Effect of Notice and Availability of Redemption Money. Notice of redemption having been duly given, as provided in the Indenture, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption: (i) the Bonds, or portions thereof, designated for redemption will, on the date fixed for redemption, become due and payable at the redemption

price thereof as provided in the Indenture, anything in the Indenture or in the Bonds to the contrary notwithstanding; (ii) upon presentation and surrender thereof at the office of the Trustee, the redemption price of such Bonds will be paid to the Owners thereof; (iii) as of the redemption date the Bonds, or portions thereof so designated for redemption will be deemed to be no longer Outstanding and such Bonds, or portions thereof, will cease to bear further interest; and (iv) as of the date fixed for redemption no Owner of any of the Bonds, or portions thereof so designated for redemption will be entitled to any of the benefits of the Indenture, or to any other rights, except with respect to payment of the redemption price and interest accrued to the redemption date from the amounts so made available.

Registration, Transfer and Exchange

Registration. The Trustee will keep sufficient books for the registration and transfer of the Bonds. The ownership of the Bonds will be established by the Bond registration books held by the Trustee.

Transfer or Exchange. Subject to the limitations set forth in the following paragraph, the registration of any Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Trustee, accompanied by delivery of written instrument of transfer in a form acceptable to the Trustee and duly executed by the Owner or his or her duly authorized attorney.

Bonds may be exchanged at the office of the Trustee for a like aggregate principal amount of Bonds for other authorized denominations of the same maturity and issue. The Trustee may not collect from the Owner any charge for any new Bond issued upon any exchange or transfer, but will require the Owner requesting such exchange or transfer to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer. Whenever any Bonds are surrendered for registration of transfer or exchange, the District will execute and the Trustee will authenticate and deliver a new Bond or Bonds, as applicable, of the same issue and maturity, for a like aggregate principal amount; provided that the Trustee is not required to register transfers or make exchanges of: (i) Bonds for a period of 15 days next preceding any selection of the Bonds to be redeemed; or (ii) any Bonds chosen for redemption.

SOURCES OF PAYMENT FOR THE BONDS

Limited Obligations

The Bonds are special, limited obligations of the District payable only from amounts pledged under the Indenture and from no other sources.

The Special Taxes are the primary source of repayment of the Bonds. Under the Indenture, the District has pledged to repay the Bonds from the Net Taxes (which are Special Tax revenues remaining after the payment of the annual Administrative Expenses in an amount not to exceed the Administrative Expenses Cap (as defined in the Indenture)) and from amounts held in the Special Tax Fund. Special Tax revenues include the proceeds of the annual Special Tax levy received by the District, including any scheduled payments and Prepayments thereof, and the net proceeds of the redemption of delinquent Special Taxes or sale of property sold as a result of foreclosure of the lien of delinquent Special Taxes to the amount of said lien, and penalties and interest thereon; provided that any delinquent Special Tax sold to an independent third-party or to the City for 100% of the delinquent amount will no longer be pledged under the Indenture to the payment of the Bonds or Parity Bonds.

In the event that the Special Tax revenues are not received when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Trustee in the Special Tax Fund, including amounts held in the Reserve Account therein, for the exclusive benefit of the Owners of the Bonds.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE

BONDS. EXCEPT FOR THE NET TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY BUT ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE NET TAXES AND OTHER AMOUNTS PLEDGED UNDER THE INDENTURE AS MORE FULLY DESCRIBED HEREIN.

Special Taxes

Authorization and Pledge. In accordance with the provisions of the Act, the City established the District on September 13, 2023 for the purpose of financing of various public improvements required in connection with the proposed development within the District. At a special election held on September 13, 2023, the qualified elector within the District authorized the District to incur indebtedness in an amount not to exceed $15,000,000 for the District and the levy of the Special Taxes on property within the District to repay such bonds and to finance the Facilities (as defined below). The qualified elector within the District also voted to approve the Rate and Method which authorized the Special Tax to be levied to repay indebtedness of the District, including the Bonds.

The Bonds will be repaid only from annual Net Taxes derived from the levy and collection of Special Taxes pursuant to the Rate and Method. The Rate and Method permits the prepayment of Special Taxes for an Assessor's Parcel (as defined in the Rate and Method), and any such Prepayments will be applied to redeem Bonds and Parity Bonds, if any. The Net Taxes collected from the annual Special Tax levy and the proceeds of any Prepayment have been pledged under the Indenture to the repayment of the Bonds and Parity Bonds.

The Special Taxes levied in any Fiscal Year may not exceed the maximum rates authorized pursuant to the Rate and Method. See "— *Rate and Method of Apportionment of Special Tax*" and Appendix A — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX." There is no assurance that the Net Taxes will, in all circumstances, be adequate to pay the principal of and interest on the Bonds and Parity Bonds when due. See the caption "SPECIAL RISK FACTORS — Insufficiency of Special Tax Revenues."

Rate and Method of Apportionment of Special Tax. The Rate and Method applicable to the District is contained in Appendix A — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX." The meaning of the defined terms used in this section are as set forth in Appendix A.

In general, the Rate and Method imposes a different Maximum Special Tax on Taxable Property within the District depending upon whether such Taxable Property is classified as: (i) "Developed Property" (in general, all Assessor's Parcels which are included in a Final Map recorded prior to the January 1 preceding the Fiscal Year in which the Special Tax is being levied and for which a building permit for new construction has been issued before May 1 preceding such Fiscal Year), (ii) "Approved Property" (in general, parcels of Taxable Property included in a Final Map recorded prior to the January 1 preceding the Fiscal Year in which the Special Tax is being levied but for which no building permit was issued before May 1 preceding such Fiscal Year), (iii) "Undeveloped Property" (in general, Taxable Property that is not "Developed Property," "Approved Property" or "Provisional Undeveloped Property") or (iv) "Provisional Undeveloped Property" (in general, Taxable Property that would otherwise be classified as Exempt Property 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 the Rate and Method). Different Maximum Special Tax rates are also applicable to Developed Property depending upon: (a) its status as either "Residential Property" or "Non-Residential Property," (b) in the case of Residential Property, its status as "Single Family Residential Property" or "Multifamily Property" or (c) in the case of Single Family Residential Property, the Building Square Footage of the structure.

Pursuant to the Rate and Method, the District is required to determine the "Special Tax Requirement" for each Fiscal Year. The Special Tax Requirement for the District is the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds and Parity 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 and Parity Bonds, (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 the District or the payment of debt service on Bonds and Parity 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, and less (vii) any amounts available to pay debt service or other periodic costs on the Bonds and Parity Bonds pursuant to the Indenture.

The Special Tax Requirement for the District is to be satisfied first by levying the Special Tax Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax. If additional moneys are needed to satisfy the Special Tax Requirement, the Special Tax will 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. If additional moneys are still needed to satisfy the Special Tax Requirement, the Special Tax will 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. If additional moneys are needed to satisfy the Special Tax Requirement, the Special Tax on each Assessor's Parcel of Developed Property for which the Maximum Special Tax is the Backup Special Tax will be increased Proportionately from the Assigned Special Tax up to 100% of the Backup Special Tax. Finally, if additional moneys are needed to satisfy the Special Tax Requirement, the Special Tax will be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property at up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel. Notwithstanding the above, under no circumstances will the Special Tax levied 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 10% above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

Based on building permits issued as of December 1, 2025 within the District, 112 parcels will be classified as Developed Property and five parcels will be classified as Approved Property for the Fiscal Year 2026-27 Special Tax levy.

For Fiscal Year 2026-27, the Assigned Special Tax rates for Developed Property that is classified as Single Family Residential Property range from $5,106.53 per taxable unit with a Building Square Footage of less than 2,000 square feet to $5,884.40 per taxable unit with a Building Square Footage of greater than 3,000 square feet. For Fiscal Year 2026-27, the Assigned Special Tax rate for Approved Property, Non-Residential Property which is Developed Property and Provisional Undeveloped Property is $30,101.16 per acre.

On each July 1 the Assigned Special Tax rates for Developed Property and for Approved Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

Annual Debt Service for the Bonds has been structured so that Developed Property at buildout levied at the Assigned Special Tax rates, assuming no delinquencies, will generate in each Fiscal Year not less than the Administrative Expenses Cap plus 110% of debt service payable with respect to the Bonds in the calendar year that begins in that Fiscal Year, assuming that Special Taxes are levied and collected on such Developed Property pursuant to the Rate and Method.

Table 1 below sets forth the Assigned Special Tax rates for Developed Property, the estimated Fiscal Year 2026-27 Special Tax levy and the percent of such levy based on land use category. In Fiscal Year 2025-26, the District levied Special Taxes on 84 parcels of Developed Property in the amount of $453,659.28.

TABLE 1
CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
ASSIGNED SPECIAL TAX RATES FOR FISCAL YEAR 2026-27

Land Use Type	*Residential Floor Area (sq. ft.)*	*Assigned Special Tax Rates Fiscal Year 2026-27*	*Special Tax Levy Rates Fiscal Year 2026-27*[(1)*]	*Percent of Maximum/ Assigned Rate*[*]	*No. of Units*	*Aggregate Estimated Special Taxes Fiscal Year 2026-27*[*]	*Percent of Total*
Residential Property	< 2,000	$ 5,106.53	$ 4,693.24	91.9%	21	$ 98,558.07	17.3%
Residential Property	2,000-2,250	5,219.02	4,796.63	91.9	21	100,729.14	17.7
Residential Property	2,251-2,500	5,352.73	0.00	0.0	0	0.00	0.0
Residential Property	2,501-2,750	5,485.38	5,041.43	91.9	21	105,870.05	18.6
Residential Property	2,751-3,000	5,822.85	5,351.58	91.9	23	123,086.40	21.6
Residential Property	>3,000	5,884.40	5,408.15	91.9	26	140,611.94	24.7
Approved Property	N/A	5,781.46	0.00	0.0	5	0.00	0.0
Total					**117**	**$ 568,855.60**	**100.0%**

[*] *Preliminary, subject to change.*
(1) Includes the Fiscal Year 2026-27 Administrative Expenses Cap of $30,600. The Administrative Expenses Cap escalates at 2% per Fiscal Year.
Source: Spicer Consulting Group, LLC.

Backup Special Tax Rates. The Backup Special Tax for an Assessor's Parcel within a Final Map classified as Single Family Residential Property for Fiscal Year 2026-27 shall be $5,781.46 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 the District 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 step 1 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 step (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. 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, the Backup Special Tax rate shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

Prepayment of Special Taxes. The Special Tax obligation may be fully 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) Approved Property or Undeveloped Property for which a Building Permit has not been issued and (iv) Assessor's Parcels of Provisional Undeveloped Property that are not Exempt Property. The Special Tax obligation may be partially prepaid for Developed Property, Approved Property, Undeveloped Property or Provisional Undeveloped Property.

The Prepayment amount is calculated based on the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance Amount, the Administrative Fees and Expenses and less a credit for the resulting reduction in the Reserve Requirement for the Bonds (if any), all as specified in Section G of the Rate and Method attached as Appendix A. Prepayments of Special Taxes will be applied to effect an extraordinary redemption of Bonds and Parity Bonds. See "THE BONDS — Redemption — *Special Mandatory Redemption from Special Tax Prepayments*."

Estimated Debt Service Coverage. Based on building permits issued as of December 1, 2025, 112 taxable parcels within the District will be classified as Developed Property for the Fiscal Year 2026-27 Special Tax levy. Annual Debt Service for the Bonds in each Fiscal Year has been structured so that Special Taxes levied on 117 parcels of Developed Property at the Assigned Special Tax rates, assuming no delinquencies, will generate in each Fiscal Year not less than 110% of debt service payable with respect to the Bonds in the calendar year that begins in that Fiscal Year, plus the Administrative Expenses Cap. Actual collections of the Special Tax will depend on the amount of Special Tax delinquencies. The Assigned Special Tax rates for Developed Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

In connection with the issuance of the Bonds, the Special Tax Consultant will certify that the Maximum Special Tax that may be levied in each Fiscal Year on Assessor's Parcels within the District classified as Taxable Property will be at least equal to the sum of: (i) 110% of Maximum Annual Debt Service on the Bonds; plus (ii) the Administrative Expenses Cap.

Limitation on Special Tax Levy and Potential Impact on Coverage. Pursuant to Section 53321(d) of the Government Code, the special tax levied against any Assessor's Parcel for which an occupancy permit for private residential use has been issued will not be increased as a consequence of delinquency or default by the owner of any other Assessor's parcel within the District by more than 10% above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. As a result, in the event the Special Tax is levied at less than the Assigned Special Tax rate, it is possible that the District may not be able to increase the tax levy to the Assigned Special Tax in all years.

Levy, Collection and Application of Special Taxes. The Special Taxes are levied and collected by the Treasurer-Tax Collector of the County in the same manner and at the same time as *ad valorem* property taxes, although it is possible that the District could elect to provide handbills to property owners within the District.

The District will covenant in the Indenture that each year it will levy Special Taxes up to the maximum rates permitted under the Rate and Method in an amount sufficient, together with other amounts on deposit in the Special Tax Fund, to pay the principal of and interest on any Outstanding Bonds and Parity Bonds, to replenish the Reserve Account to the Reserve Requirement and to pay Administrative Expenses.

The District will make certain covenants in the Indenture which are intended to ensure that the current maximum Special Tax rates and method of collection of the Special Taxes are not altered in a manner that would impair the District's ability to collect sufficient Special Taxes to pay debt service on the Bonds, Parity Bonds and Administrative Expenses when due.

First, the District will covenant in the Indenture that it will take no actions that would discontinue or cause the discontinuance of the Special Tax levy or the District's authority to levy the Special Tax for so long as the Bonds and any Parity Bonds are Outstanding.

Second, the District will covenant in the Indenture, to the maximum extent that the law permits it to do so, not to initiate proceedings to reduce the maximum Special Tax rates for the District, unless, in connection therewith, the District receives a certificate from one or more Independent Financial Consultants which, when taken together, certify that: (i) such changes do not reduce the maximum Special Taxes that may be levied in each year on property within the District to an amount which is less than the Administrative Expenses Cap plus 110% of the Annual Debt Service due in each corresponding future Bond Year with respect to the Bonds and Parity Bonds Outstanding as of the date of such proposed reduction; and (ii) the District is not delinquent in the payment of the principal of or interest on the Bonds or any Parity Bonds.

Third, the District will covenant in the Indenture that, in the event that any initiative is adopted by the qualified electors within the District which purports to reduce the maximum Special Tax below the levels specified in the preceding paragraph or to limit the power of the District to levy the Special Taxes for the purposes set forth in the Indenture, it will commence and pursue legal action in order to preserve its ability to comply with

such covenants. The District can provide no assurance that any such legal action will be successful. See the caption "SPECIAL RISK FACTORS — Proposition 218."

Fourth, the District will covenant in the Indenture that it will not adopt any policy pursuant to the Act permitting the tender of Bonds or Parity Bonds in full payment or partial payment of any Special Taxes unless the District has first received a certificate from an Independent Financial Consultant that the acceptance of such a tender will not result in the District having insufficient Net Taxes to pay the principal of and interest on the Bonds and Parity Bonds when due.

See Appendix E under the caption "COVENANTS AND WARRANTY."

Although the Special Taxes constitute liens on taxed parcels within the District, they do not constitute a personal indebtedness of the owners of property within the District. Moreover, other liens for taxes and assessments already exist on the property located within the District and others could come into existence in the future in certain situations without the consent or knowledge of the City or the landowners in the District. See the captions "THE DISTRICT — Direct and Overlapping Debt" and "SPECIAL RISK FACTORS — Direct and Overlapping Indebtedness." There is no assurance that property owners will be financially able to pay the annual Special Taxes or that they will pay such taxes even if financially able to do so, all as more fully described under the caption "SPECIAL RISK FACTORS."

Proceeds of Foreclosure Sales. The net proceeds received following a judicial foreclosure sale of property within the District resulting from a property owner's failure to pay the Special Taxes when due are included within the Net Taxes pledged to the payment of principal of and interest on the Bonds and any Parity Bonds under the Indenture.

Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of any Special Tax or receipt by the District of Special Taxes in an amount which is less than the Special Taxes levied, the City Council, as the legislative body of the District, may order that Special Taxes be collected by a Superior Court action to foreclose the lien within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at a judicial foreclosure sale. Under the Act, the commencement of judicial foreclosure following the nonpayment of a Special Tax is not mandatory. However, the District will covenant in the Indenture for the benefit of the owners of the Bonds and any Parity Bonds that it will: (i) commence judicial foreclosure proceedings against parcels with delinquent Special Taxes in excess of $7,500 by the October 1 following the close of each Fiscal Year in which such Special Taxes were due; and (ii) commence judicial foreclosure proceedings against all parcels with delinquent Special Taxes by the October 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied; and (iii) diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid; provided that, notwithstanding the foregoing, the District may elect to defer foreclosure proceedings on any parcel so long as the amount in the Reserve Account is at least equal to the Reserve Requirement.

The District will covenant in the Indenture that it will deposit the net proceeds of any foreclosure in the Special Tax Fund and will apply such proceeds remaining after the payment of Administrative Expenses to make current payments of principal and interest on the Bonds and any Parity Bonds, to bring the amount on deposit in the Reserve Account up to the Reserve Requirement and to pay any delinquent installments of principal or interest due on the Bonds and any Parity Bonds. See APPENDIX E — "SUMMARY OF THE INDENTURE — COVENANTS AND WARRANTY — Covenants" herein.

If foreclosure is necessary and other funds (including amounts in the Reserve Account) have been exhausted, debt service payments on the Bonds could be delayed unless the foreclosure proceedings produce sufficient net foreclosure sale proceeds. Judicial foreclosure actions are subject to the normal delays associated with court cases and may be further slowed by bankruptcy actions, involvement by agencies of the federal government and other factors beyond the control of the City and the District. See the caption "SPECIAL RISK FACTORS — Enforcement Delays – Bankruptcy." Moreover, no assurances can be given that the real property

subject to foreclosure and sale at a judicial foreclosure sale will be sold or, if sold, that the net proceeds of such sale will be sufficient to pay any delinquent Special Tax installment. See the caption "SPECIAL RISK FACTORS — Property Values." Although the Act authorizes the District to cause such an action to be commenced and diligently pursued to completion, the Act does not impose on the District or the City any obligation to purchase or acquire any lot or parcel of property sold at a foreclosure sale if there is no other purchaser at such sale. The Act provides that, in the case of a delinquency, the Special Tax will have the same lien priority as is provided for *ad valorem* taxes.

Collection of Special Taxes and Flow of Funds. The Special Taxes will be levied and collected by the Treasurer-Tax Collector of the County in the same manner and at the same time as *ad valorem* property taxes, although it is possible that the District could elect to provide handbills to property owners within the District. When the County apportions Special Taxes to the District each Fiscal Year, the District will deposit an amount not to exceed the Administrative Expenses Cap into the Administrative Expense Fund (however, amounts in excess of the Administrative Expenses Cap may be transferred to the Administrative Expense Fund to the extent necessary to collect delinquent Special Taxes) and the District will transmit the balance of the Special Taxes to the Trustee for deposit in the Special Tax Fund established by the Indenture.

Except for Prepayments, which will be deposited to the Redemption Account of the Special Tax Fund, and the amount deposited into the Administrative Expense Fund as described above, the Trustee will, on each date on which the Special Taxes are received from the District, deposit the Special Taxes in the Special Tax Fund to be held in trust for the Owners. The Trustee will transfer the Special Taxes on deposit in the Special Tax Fund on the dates, in the amounts and in the following order of priority, to:

First: To the Interest Account, an amount such that the balance in the Interest Account one Business Day prior to each Interest Payment Date is equal to the installment of interest due on the Bonds and any Parity Bonds on said Interest Payment Date and any installment of interest due on a previous Interest Payment Date which remains unpaid. Moneys in the Interest Account will be used for the payment of interest on the Bonds and any Parity Bonds as the same become due.

Second: To the Principal Account, an amount such that the balance in the Principal Account one Business Day prior to September 1 of each year, commencing September 1, 2026, is equal the principal payment due on the Bonds and any Parity Bonds maturing on such September 1 and any principal payment due on a previous September 1 which remains unpaid. Moneys in the Principal Account shall be used for the payment of the principal of such Bonds and any Parity Bonds as the same become due at maturity.

Third: To the Redemption Account, the amount needed to make the balance in the Redemption Account one Business Day prior to each September 1 on which a Sinking Fund Payment is due equal to the Sinking Fund Payment due on any Outstanding Bonds and Parity Bonds on such September 1; provided, however, that, if amounts in the Special Tax Fund are inadequate to make the foregoing transfers, then any deficiency will be made up by an immediate transfer, from the Reserve Account, if funded, pursuant to the Indenture; and thereafter, to pay the principal and premium, if any, due in connection with an optional redemption of Bonds or Parity Bonds.

Fourth: To the Reserve Account of the Special Tax Fund to the extent necessary to replenish the Reserve Account to the Reserve Requirement.

Fifth: To the District, upon the request of the District, for deposit in the Administrative Expense Fund the amount of any Administrative Expenses for the current Bond Year in excess of the Administrative Expenses Cap as directed by the City.

Sixth: To the Rebate Fund established by the Indenture to the extent directed by the City pursuant to the Indenture.

Seventh: To the Surplus Fund established by the Indenture such remaining amounts in the Special Tax Fund after making the foregoing transfers on September 1.

Reserve Account of the Special Tax Fund

In order to secure further the payment of principal of and interest on the Bonds, the District is required, upon delivery of the Bonds, to deposit in the Reserve Account and thereafter to maintain in the Reserve Account an amount equal to the Reserve Requirement. The term "Reserve Requirement" is defined in the Indenture to mean, that amount as of any date of calculation, equal to the lesser of: (i) 10% of the initial principal amount of the Bonds and Parity Bonds, if any; (ii) Maximum Annual Debt Service on the then Outstanding Bonds and Parity Bonds, if any; and (iii) 125% of average Annual Debt Service on the then Outstanding Bonds and Parity Bonds, if any; provided, however, that the Reserve Requirement shall not exceed $_____ except in connection with the issuance of Parity Bonds. The Reserve Requirement may be satisfied in whole or in part by cash, a Reserve Policy (as defined in the Indenture), or a combination thereof. On the date of issuance of the Bonds, the Reserve Requirement will be satisfied from a deposit of $_____ into the Reserve Account from proceeds of the Bonds.

Subject to the limits on the maximum annual Special Tax levy set forth in the Rate and Method and in the Indenture, the District will covenant in the Indenture to levy Special Taxes in an amount sufficient, in light of the other intended uses of the Special Tax proceeds, to maintain the balance in the Reserve Account at the Reserve Requirement. Amounts in the Reserve Account are to be applied: (i) to pay debt service on the Bonds, or any Parity Bonds, including Sinking Fund Payments, to the extent that other monies are not available therefor; (ii) to redeem Bonds or Parity Bonds in the event of prepayment of Special Taxes, to optionally redeem Bonds or Parity Bonds or in connection with a partial defeasance of Bonds or Parity Bonds, in accordance with the Indenture; and (iii) to pay any rebate requirements. See Appendix E under the caption "CREATION OF FUNDS AND APPLICATION OF PROCEEDS — Reserve Account of the Special Tax Fund."

No Teeter Plan

Although the Riverside County Board of Supervisors has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan") which allows each entity levying secured property taxes in the County to draw on the amount of property taxes levied rather than the amount actually collected, as provided for in Section 4701 et seq. of the California Revenue and Taxation Code, the District is not included in the County Teeter Plan. Consequently, the District may not draw on the County Tax Loss Reserve Fund in the event of delinquencies in Special Tax payments within the District.

Parity Bonds for Refunding Purposes Only

The District will covenant in the Indenture not to issue Parity Bonds except as provided in the Indenture and only for the purposes of refunding all or a portion of the Bonds and any Parity Bonds. See Appendix E under the caption "DEFEASANCE AND PARITY BONDS."

THE DISTRICT

General Description of the District

The District contains approximately 22 net taxable acres and is located in the southwest portion of the City, to the southwest of Palomar Street and Washington Avenue at Starbuck Circle.

The property within the District is being developed by D.R. Horton into 117 single-family homes in a project being marketed as "Avalino." As of November 3, 2025 (the date of value of the Appraisal Report)), D.R. Horton had completed and conveyed 79 homes within the District to individual homeowners. As of such date D.R. Horton owned two model homes, seven completed production homes, nine homes under construction and 20 near-finished lots. As of December 1, 2025, D.R. Horton has obtained building permits for 112 of the 117 planned homes in the District. D.R. Horton expects to complete and convey all homes in the District to individual homeowners by August 2026.

The backbone infrastructure (sewer, water, storm drains, utilities, and arterial roads) necessary to develop the property within the District has been completed. Remaining improvements include finishing of minor in-tract improvements for the remaining homes to be constructed.

Water and sewer service to the property within the District is currently supplied by the Elsinore Valley Municipal Water District. Electricity is currently supplied by Southern California Edison and gas by Southern California Gas Company. Public education instruction is provided by the Lake Elsinore Unified School District.

Substantially all of the property in the District is designated by the California Department of Conservation to be in an Alquist-Priolo Earthquake Study Zone (the Wildomar Fault of the Elsinore Fault Zone) and in a Liquefaction Zone. To mitigate the risk of property damage due to liquefaction, engineered fill was incorporated between five to 10 feet of the surface of each home. In addition, in the Covenants, Conditions and Restrictions ("CC&R's) recorded on the property in the District, approximately 30 feet from the rear property line of ten lots which back into Palomar Street are designated as a "fault set-back area." Pursuant to the CC&R's, the owner of these lots may not construct any habitable structures (defined in the CC&R's as any structure that has human occupancy of 2,000 hours or more per year) in the fault set-back area.

The District is not located in a flood plain area. Based on maps adopted by the Department of Forestry and Fire Protection of the State of California, the property in the District is located in an area designated as a very high fire hazard severity zone or high fire hazard severity zone, depending on the location of the lot. The property in the District may be subject to unpredictable seismic activity, fires, flood, or other natural disasters. See "SPECIAL RISK FACTORS — Natural Disasters."

A map showing the location of the District and an aerial photograph thereof appear following the Table of Contents.

Authorized Uses of Bond Proceeds

Proceeds of the Bonds are authorized to be used to pay for the costs of construction of City facilities, including, but not limited to, certain storm drain and street improvements and other public facilities as well as the costs of certain water and sewer system improvements to be owned and operated by the Elsinore Valley Municipal Water District. See the caption "FINANCING PLAN."

Appraisal Report

The estimated assessed value of the property within the District, as shown on the County's assessment roll for Fiscal Year 2025-26 is approximately $33,632,467, which as a result of timing of the County's determination of the assessed values for Fiscal Year 2025-26, does not reflect the development activity and home closings that have taken place since such value was determined.

A property's assessed value is not necessarily indicative of its market value. In order to provide information with respect to the value of the taxable property within the District, the City engaged the Appraiser to prepare the Appraisal Report. The Appraiser has an "MAI" designation from the Appraisal Institute and has prepared numerous appraisals for the sale of land-secured municipal bonds. The Appraiser was selected by the City and has no material relationships with the City or the owners of the land within the District other than the

relationship represented by the engagement to prepare the Appraisal Report. The City instructed the Appraiser to prepare its analysis and report in conformity with City-approved guidelines and the Appraisal Standards for Land Secured Financings published in 1994 and revised in 2004 by the California Debt and Investment Advisory Commission. A copy of the Appraisal Report is included as Appendix D — "APPRAISAL REPORT" to this Official Statement.

Subject to the assumptions and limiting conditions set forth in the Appraisal Report, the Appraiser concluded that, as of November 3, 2025, the market value of the Taxable Property within the District was $70,395,000. Reference is made to Appendix D for a complete list of the extraordinary assumptions, assumptions and limiting conditions and a full discussion of the appraisal methodology and the basis for the Appraiser's opinions.

The Appraisal Report indicates the Appraiser's opinion as to the market value of the property referred to therein as of the date and under the conditions specified therein. The Appraiser's opinion reflects conditions prevailing in the applicable market as of the Date of Value. The Appraiser's opinion does not predict the future value of the subject property, and there can be no assurance that market conditions will not change in the future. In the event that any of the extraordinary assumptions, assumptions and limiting conditions are not actually realized, the value of the property within the District may be less than the amount reported in the Appraisal Report. The City, the Underwriter and the District make no representation as to the accuracy of the Appraisal Report. There is no assurance that the property within the District can be sold for the prices set forth in the Appraisal Report or that any parcel can be sold for a price sufficient to pay the Special Tax for that parcel in the event of a default in payment of Special Taxes by the landowner. See "SPECIAL RISK FACTORS — Property Values" and Appendix D — "APPRAISAL REPORT."

Estimated Appraised Value-to-Lien Ratios

The aggregate appraised value of property within the District is $70,395,000. Dividing the aggregate estimate of value by the principal amount of the Bonds results in value to lien ratio of 6.60-to-1[*] for the District. There is currently no other direct or overlapping special tax or assessment debt on the property within the District. Including the overlapping general obligation debt in the District and the Bonds, the estimated appraised value to lien ratio for the District is approximately 6.46-to-1[*]. See "SPECIAL RISK FACTORS — Direct and Overlapping Indebtedness."

Table 2 below sets forth the appraised value-to-lien ratio of the Taxable Property within the District based on the appraised values set forth in the Appraisal Report, the principal amount of the Bonds (allocated based on the estimated Fiscal Year 2026-27 Special Tax levy) and overlapping general obligation debt and is based on ownership status as of the Date of Value. Based on ownership status as of the Date of Value (and assuming no additional transfers of property) and building permits issued as of December 1, 2025, individual homeowners and D.R. Horton are expected to be responsible for approximately 70.58% and 29.42%, respectively, of the estimated Fiscal Year 2026-27 Special Tax levy.

Table 3 below sets forth the estimated appraised value-to-lien ratios for Taxable Property within the District by various ranges based upon the principal amount of the Bonds and overlapping general obligation debt.

[*] *Preliminary, subject to change.*

TABLE 2
CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
ESTIMATED APPRAISED VALUE-TO-LIEN RATIOS

Property Owner[1]	*No. of Parcels*	*Appraised Property Value*[2]	*Percentage of Appraised Value*	*Maximum Fiscal Year 2026-27 Special Tax*[3]	*Percentage of Maximum Fiscal Year 2026-27 Special Tax*	*Estimated Fiscal Year 2026-27 Special Tax Levy*[4]*	*Percentage of Estimated Fiscal Year 2026-27 Special Tax Levy*	*CFD 2023-1 Bonds* [5]*	*All Other Overlapping Debt Issued* [6]	*Appraised Value-to-Lien Ratio**
Developed Property[7]										
Individually Owned	79	$57,275,000	82.79%	$459,415	67.55%	$415,971	70.58%	$ 7,527,506	$ 159,177	7.45:1
D.R. Horton	33	11,907,500	17.21	191,737	28.19	173,379	29.42	3,137,494	66,346	3.72:1
Total Developed Property	112	$69,182,500	100.00%	$651,152	95.74%	$589,350	100.00%	$ 10,665,000	$ 225,523	6.35:1
Approved Property[7]										
DR Horton	5	$ 1,212,500	1.72%	$ 28,907	4.26%	$ 0	0.00%	$ 0	$ 0	N/A
Total Approved Property	5	$ 1,212,500	1.72%	$ 28,907	4.26%	$ 0	0.00%	$ 0	$ 0	N/A
Total	**117**	**$70,395,000**	**101.72%**	**$680,059**	**100.00%**	**$589,350**	**100.00%**	**$ 10,665,000**	**$ 225,523**	**6.46:1**

* *Preliminary, subject to change*.

(1) Property ownership status as of November 3, 2025.

(2) Based on the appraised value set forth in the Appraisal Report as of November 3, 2025.

(3) Based on the greater of the Assigned Special Tax rate or the Backup Special Tax rate on Developed Property depending on the Land Use Category (as defined in the Rate and Method). See "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes — Rate and Method of Apportionment of Special Tax."

(4) Estimated Fiscal Year 2026-27 Special Tax Levy based on 112 parcels of Developed Property, five parcels of Approved Property and an Administrative Expense Cap for Fiscal Year 2026-27 of $30,600. The estimated levy on Developed Property shown is equal to 91.9% of the Assigned Special Tax rates on Developed Property. See "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes — *Rate and Method of Apportionment of Special Tax*."

(5) Allocated based on the estimated Fiscal Year 2026-27 Special Tax levy.

(6) Includes overlapping debt set forth in Table 4 below.

(7) Development status based on building permits issued as of December 1, 2025.

Source: County of Riverside Assessor's Office; Spicer Consulting Group, LLC.

TABLE 3
CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
VALUE-TO-LIEN STRATIFICATION*

Value-to-Lien Category	*No. of Parcels Taxable Property*	*Percentage of Taxable Property*	*Appraised Value*[(1)]	*Percentage of Appraised Value*	*Estimated Fiscal Year 2025-26 Special Tax Levy*	*Percent Share of Estimated Fiscal Year 2026-27 Special Tax Levy*	*CFD 2023-1 Bonds* [(2)]	*Percent Share of 2023-1 Bonds*	*All Other Overlapping Debt*[(3)]	*Aggregate Value-to-Lien*
Less than 3.00:1[(4)]	16	14.29%	$ 3,927,500	5.68%	$ 81,940	14.40%	$ 1,536,217	14.40%	$ 32,485	2.50:1
3.00:1 to 5.00:1	8	7.14	2,760,000	3.99	39,822	7.00	746,596	7.00	15,788	3.62:1
5.01:1 to 7.00:1	9	8.04	5,220,000	7.55	45,587	8.01	854,681	8.01	18,073	5.98:1
Greater than 7.00:1[(4)]	79	70.54	57,275,000	82.79	401,506	70.58	7,527,506	70.58	159,177	7.45:1
Totals	112	100.00%	$ 69,182,500	100.00%	$568,856	100.00%	$10,665,000	100.00%	$ 225,523	6.35:1

* *Preliminary, subject to change*.
(1) Based on the appraised value set forth in the Appraisal Report as of November 3, 2025, the Date of Value.
(2) Allocated based on the estimated Fiscal Year 2026-27 Special Tax levy.
(3) Includes overlapping debt set forth in Table 4 below.
(4) The minimum value to lien in the District is 2.34:1*. The maximum value to lien in the Greater than 7.00:1 category is 8.07:1*.
Source: County of Riverside Assessor's Office; Spicer Consulting Group, LLC.

Direct and Overlapping Debt

The District is included within the boundaries of overlapping local agencies providing governmental services. Some of these local agencies have outstanding bonds, and/or the authority to issue bonds, payable from taxes or assessments. The existing and authorized overlapping indebtedness payable from taxes and assessments that may be levied upon the property within the District as of November 3, 2025 is shown in Table 4 below. In addition to current debt, new community facilities districts and/or special assessment districts could be formed in the future encompassing all or a portion of the property within the District; and such districts or the agencies that formed them could issue more bonds and levy additional special taxes or assessments.

TABLE 4
CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
DIRECT AND OVERLAPPING DEBT

I. Appraisal Value [1] $70,395,000

II. Land Secured Bond Indebtedness

Outstanding Direct and Overlapping Bonded Debt	*Type*	*Issued*	*Outstanding*	*% Applicable*	*Parcels in CFD No. 2023-1* [3]	*Amount Applicable*
CITY OF WILDOMAR CFD NO. 2023-1, SERIES 2026[2]	CFD	$10,665,000	$ 10,665,000	100.000%	117	$10,665,000*
TOTAL LAND SECURED BONDED DEBT						**$10,665,000***

Authorized but Unissued Direct and Overlapping Indebtedness	*Type*	*Authorized*	*Unissued*	*% Applicable*	*Parcels in CFD No. 2023-1* [3]	*Amount Applicable*
CITY OF WILDOMAR CFD NO. 2023-1, SERIES 2026[2]	CFD	$15,000,000	$ 0	100.000%	117	$ 0*
						$ 0*

TOTAL OUTSTANDING AND UNISSUED LAND SECURED INDEBTEDNESS **$10,665,000**

III. General Obligation Bond Indebtedness

Outstanding Direct and Overlapping Bonded Debt	*Type*	*Issued*	*Outstanding*	*% Applicable*	*Parcels in CFD No. 2023-1* [3]	*Amount Applicable*
METROPOLITAN WATER DEBT SERVICE	GO	$850,000,000	$ 19,215,000	0.022%	117	$ 4,290
MT. SAN JACINTO JR. COLLEGE DISTRICT DEBT SERVICE	GO	295,000,000	233,100,000	0.025	117	57,867
LAKE ELSINORE UNIFIED SCHOOL DISTRICT DEBT SERVICE	GO	98,915,000	88,845,000	0.184	117	163,366
TOTAL OUTSTANDING GENERAL OBLIGATION BONDED DEBT [2]						**$ 225,523**

Authorized but Unissued Direct and Overlapping Indebtedness	*Type*	*Authorized*	*Unissued*	*% Applicable*	*Parcels in CFD No. 2023-1* [3]	*Amount Applicable*
METROPOLITAN WATER DEBT SERVICE	GO	$850,000,000	$ 0	0.022%	117	$ 0
MT. SAN JACINTO JR. COLLEGE DISTRICT DEBT SERVICE	GO	295,000,000	0	0.025	117	0
LAKE ELSINORE UNIFIED SCHOOL DISTRICT DEBT SERVICE	GO	303,000,000	204,085,000	0.184	117	375,266
TOTAL UNISSUED GENERAL OBLIGATION INDEBTEDNESS [2]						**$ 375,266**

TOTAL OUTSTANDING AND UNISSUED GENERAL OBLIGATION INDEBTEDNESS **$ 600,789**

TOTAL OF ALL OUTSTANDING DIRECT AND OVERLAPPING BONDED DEBT	**$10,890,523***
TOTAL OF ALL OUTSTANDING DIRECT AND UNISSUED DIRECT OVERLAPPING INDEBTEDNESS	**$11,265,789***

IV. Ratios to Appraisal Value

Outstanding Land Secured Bonded Debt	6.60:1*
Total Outstanding Bonded Debt	6.46:1*

* *Preliminary, subject to change*.
[1] Based on the appraised value set forth in the Appraisal Report as of November 3, 2025, the Date of Value.
[2] Parity Bonds may be issued for refunding purposes only.
Source: County of Riverside Assessor's Office; Spicer Consulting Group, LLC.

Table 5 below describes the estimated Fiscal Year 2025-26 effective tax burden for D.R. Horton's development in the District based on the average sales price for closed homes in the District, the Fiscal Year 2025-26 Special Tax levy on Developed Property and Fiscal Year 2025-26 actual levies for all other overlapping taxing jurisdictions. Based on the foregoing and the projected debt service on the Bonds, the Administrative Expenses Cap of $30,600 (which amount shall escalate at 2.00% per Fiscal Year), in Fiscal Year 2025-26, the estimated effective tax rates to be levied on Developed Property in the District is approximately 1.98%.

TABLE 5
CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
ESTIMATED FISCAL YEAR 2025-26 TAX OBLIGATION
FOR A SAMPLE OF DEVELOPED PROPERTY

Home Price[(1)]	$725,000
***Ad Valorem* Property Taxes:**	
Ad-Valorem Tax Rate (1.00%)	$ 7,250
Lake Elsinore Unified School (0.04700%)	341
Mt. San Jacinto Jr. College (0.00254%)	18
Metro Water West (0.00700%)	51
Total General Property Taxes	$ 7,660
Assessment, Special Taxes & Parcel Charges:	
Flood Control Stormwater / Cleanwater / Santa Ana	$ 4
MWD Standby charge	9
CFD No. 2022-1 - Maintenance Services Tax A	842
CFD No. 2022-1 - Safety Services Tax B	498
CFD No. 2023-1 - Facilities Special Tax[(2)]	5,371
Total Assessments & Special Taxes	$ 6,724
Estimated Total Property Tax	$ 14,384
Estimated Effective Tax Rate [(3)]	**1.98%**

(1) Based on the average sales price for closed homes in the District.
(2) Reflects the Fiscal Year 2025-26 Special Tax levy.
Source: County of Riverside Assessor's Office; Spicer Consulting Group, LLC.

Delinquency History

The first installment of the Special Tax levy becomes delinquent on December 10 and the second installment becomes delinquent on April 10 of each year. Fiscal Year 2024-25 was the first year of the Special Tax levy. Table 6 below sets forth the Special Tax levy, collections and delinquency rates in the District as of November 15, 2025.

TABLE 6
CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
SPECIAL TAX LEVIES, DELINQUENCIES AND DELINQUENCY RATES

			Delinquencies as of November 15, 2025		
Fiscal Year	***Amount Levied***	***Parcels Levied***	***Parcels Delinquent***	***Amount Delinquent***	***Percent Delinquent***
2024-25	$11,253	2	0	$0	0.00%
2025-26	$453,659	84	N/A	N/A	N/A

Source: County of Riverside Assessor's Office; Spicer Consulting Group, LLC.

PROPERTY OWNERSHIP AND THE DEVELOPMENT

The information about the property in the District under this caption has been provided by representatives of D.R. Horton, and has not been independently confirmed or verified by the Underwriter, the City or the District. The Underwriter, the City, and the District make no representation as to the accuracy or adequacy of the information contained in this caption. There may be material adverse changes in this information after the date of this Official Statement. Neither the Bonds nor the Net Taxes securing the Bonds and any Parity Bonds are personal obligations of D.R. Horton or any affiliate thereof or any other property owner and, in the event that any property owner defaults in the payment of its Special Taxes, the District may proceed with judicial foreclosure but has no direct recourse to the assets of any property owner or any affiliate thereof. See the caption "SPECIAL RISK FACTORS."

Notwithstanding the belief of D.R. Horton that it will have sufficient funds to complete its planned development in the District, no assurance can be given that amounts necessary to fund the remaining planned development by D.R. Horton in the District will be available when needed. None of D.R. Horton, or any other entity or person is under any legal obligation of any kind to expend funds for the development of the property as planned by D.R. Horton in the District. Any contributions by D.R. Horton or any other entity or person to fund the costs of its development are entirely voluntary. If and to the extent the aforementioned sources are inadequate to pay the costs to complete the planned development by D.R. Horton within the District, the remaining portions of such development may not be completed. D.R. Horton has no legal obligation to Bondholders to make any such funds available for construction or development, or the payment of ad valorem property taxes or the Special Taxes. See the caption "SPECIAL RISK FACTORS."

General

The District contains approximately 22 net taxable acres and is located in the southwest portion of the City, to the southwest of Palomar Street and Washington Avenue at Starbuck Circle.

The property within the District is being developed by D.R. Horton into 117 single-family homes in a project being marketed as "Avalino." As of November 3, 2025 (the date of value of the Appraisal Report), D.R. Horton had completed and conveyed 79 homes within the District to individual homeowners. As of such date D.R. Horton owned two model homes, seven completed homes, nine homes under construction and 20 near-finished lots. As December 1, 2025, D.R. Horton has obtained building permits for 112 of the 117 planned homes in the District. D.R. Horton expects to complete and convey all remaining homes to be constructed in the District to individual homeowners by August 2026.

The backbone infrastructure (sewer, water, storm drains, utilities, and arterial roads) necessary to develop the property within the District has been completed. Remaining improvements include finishing of minor in-tract improvements for the remaining homes to be constructed. The table below shows the planned product mix of homes in the District as of November 3, 2025.

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
(As of November 3, 2025)

				Owned by D.R. Horton		
Plan	***Total Units Planned***	***Estimated Home Square Footage***	***Closings***	***Completed Homes/Homes Under Construction[(1)]***	***Finished Lots***	***Base Home Prices[(2)]***
1	22	1,898	16	3	3	$717,990
2	22	2,239	13	5	4	735,990
3	22	2,537	15	3	4	759,490
4	24	2,929	15	5	4	819,990
5	27	3,015	20	2	5	809,990
Total	**117**		**79**	**18**	**20**	

(1) Completed Homes/Homes Under Construction consist of two model homes, seven completed production homes and nine homes under construction.

(2) Base home prices shown exclude lot premiums, options and extras and any incentives or price reductions. Base sales prices are subject to change.

No assurance can be given that D.R. Horton' home construction and sales will be carried out on the schedule and according to the plans outlined herein, or that the home construction and sale plans or base prices set forth above will not change after the date of this Official Statement. Additionally, homes sold may not result in closed escrows as sales contracts are subject to cancellation. In changing market conditions, builders will often revise the product lines and prices and the rate of sales can fluctuate. D.R. Horton continuously evaluates its product lines and prices in light of the then current market conditions. See "SPECIAL RISK FACTORS" herein for a discussion of risk factors.

D.R. Horton

General. As previously defined in this Official Statement "D.R. Horton" is D.R. Horton Los Angeles Holding Company, Inc., a California corporation. D.R. Horton is a wholly-owned subsidiary of D.R. Horton, Inc., a Delaware corporation ("D.R. Horton, Inc."). D.R. Horton, Inc. is a public company whose common stock is traded on the New York Stock Exchange under the symbol "DHI." Founded in 1978 and headquartered in Arlington, Texas, D.R. Horton, Inc. constructs and sells homes through its operating divisions in 126 markets in 36 states under the names of D.R. Horton, America's Builder, Emerald Homes, Express Homes and Freedom Homes.

D.R. Horton, Inc. is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information, including financial statements, with the Securities and Exchange Commission (the "SEC"). Such filings, particularly, D.R. Horton, Inc.'s Annual Report on Form 10-K for the fiscal year ended September 30, 2025, as filed with the SEC on November 19, 2025, and D.R. Horton's Quarterly Report on Form 10-Q for the quarter ended June 30, 2025, as filed with the SEC on July 23, 2025, set forth certain data relative to the consolidated results of operations and financial position of D.R. Horton, Inc. and its subsidiaries, including D.R. Horton, as of such dates.

The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including D.R. Horton, Inc. The address of such Internet web site is www.sec.gov. All documents subsequently filed by D.R. Horton, Inc. pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes.

Copies of D.R. Horton, Inc.'s Annual Report and each of its other quarterly and current reports, including any amendments, are available from D.R. Horton, Inc.'s website at www.drhorton.com.

The foregoing websites are and references to filings with the SEC are given for reference and convenience only, and the information on such websites and on file with the SEC does not form a part of this Official Statement and is not incorporated by reference herein. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such websites. D.R. Horton is not obligated to advance funds for construction or development or to pay ad valorem property taxes or the Special Taxes and investors should not rely on the information and financial statements contained on such websites in evaluating whether to buy, hold or sell the Bonds. The information contained on such websites may be incomplete or inaccurate and has not been reviewed by the City, the District or the Underwriter.

Financing Plan. To date, D.R. Horton has financed its land acquisition and various site development costs related to its property in the District through internally generated funds. As of November 15, 2025, D.R. Horton has expended approximately $69.8 million on land acquisition and development and homebuilding costs in the District. D.R. Horton expects to incur approximately $4.1 million on remaining land development, homebuilding, marketing, and sales costs for its project in the District. D.R. Horton expects to use home sales revenues and internal funding to complete its development within the District, and believes that it will have sufficient funds available to complete its planned development as described in this Official Statement.

Notwithstanding the belief of D.R. Horton that it will have sufficient funds to complete its planned development in the District, no assurance can be given that sources of financing available to D.R. Horton will be sufficient to complete the property development and home construction as currently anticipated. While D.R. Horton has made such internal financing available in the past, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither D.R. Horton, nor any of its related entities, including its parent D.R. Horton, Inc., has any legal obligation of any kind to make any such funds available or to obtain loans. Other than pointing out the willingness of D.R. Horton to provide internal financing in the past, D.R. Horton has not represented in any way that it will do so in the future. If and to the extent that internal financing and home sales revenues are inadequate to pay the costs to complete D.R. Horton's planned development in the District and other financing by D.R. Horton is not put into place, there could be a shortfall in the funds required to complete the proposed development by the Developer and portions of the project may not be developed.

The development and financing plans described in this Official Statement are solely projections as of the date of this Official Statement. Such plans are subject to change. No assurance can be given that such plans will remain in their current state or that the plans will ultimately be carried out according to the description set forth above.

Except as described in this Official Statement and except for those consents, permits, authorizations, certifications and approvals of governmental entities required in the ordinary course of development, D.R. Horton has no actual knowledge of any impediment to construction or obtaining land use entitlements which could be reasonably expected to have a material adverse effect on its ability to complete the planned development of its property within the District as described in the Official Statement. *Although the information in this Official Statement reflects the current development expectations of D.R. Horton, no assurance can be given that home construction and sales will be carried out on the schedule and according to the plans described herein, or that the home construction and sale plans or base prices set forth herein will not change after the date of this Official Statement. D.R. Horton reserves the right to change its development at any time without notice. Additionally, homes under contract to be sold may not result in closed escrows as sales contracts are subject to cancellation. See "SPECIAL RISK FACTORS – Concentration of Property Ownership."*

SPECIAL RISK FACTORS

The Bonds have not been rated by any rating agency, and the purchase of the Bonds involves significant risks that are not appropriate for certain investors. The following is a discussion of certain risk factors which

should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. This discussion does not purport to be comprehensive or definitive and does not purport to be a complete statement of all factors which may be considered as risks in evaluating the credit quality of the Bonds. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in the District to pay their Special Taxes when due. Such failures to pay Special Taxes could result in the inability of the District to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the District. See "— Property Values" below.

Risks of Real Estate Secured Investments Generally

The Bond Owners will be subject to the risks generally incident to an investment secured by real estate, including, without limitation: (i) adverse changes in local market conditions, such as changes in the market value of real property in the vicinity of the District, the supply of or demand for competitive properties in such area, and the market value of residential property or buildings and/or sites in the event of sale or foreclosure; (ii) changes in real estate tax rates and other operating expenses, governmental rules (including, without limitation, zoning laws and laws relating to endangered species and hazardous materials) and fiscal policies; (iii) natural disasters (including, without limitation, earthquakes, wildfires and floods), which may result in uninsured losses; (iv) adverse changes in local market conditions; and (v) increased delinquencies due to rising mortgage costs and other factors.

No assurance can be given that the property owners within the District will pay Special Taxes in the future or that they will be able to pay such Special Taxes on a timely basis. See the caption "— Enforcement Delays — Bankruptcy" for a discussion of certain limitations on the District's ability to pursue judicial proceedings with respect to delinquent parcels.

Insufficiency of Special Tax Revenues

As discussed below, the Special Taxes may not produce revenues sufficient to pay the debt service on the Bonds either due to nonpayment of the amounts levied or because acreage within the District becomes exempt from taxation due to the transfer of title to a public agency.

In order to pay debt service on the Bonds, it is generally necessary that the Special Taxes be paid in a timely manner. Should the Special Taxes not be paid on time, the District has established a Reserve Account under the Indenture to be maintained in an amount equal to the Reserve Requirement to pay debt service on the Bonds to the extent other funds are not available. See "SOURCES OF PAYMENT FOR THE BONDS — Reserve Account of the Special Tax Fund." The District will covenant in the Indenture to maintain in the Reserve Account an amount equal to the Reserve Requirement, subject, however, to the availability of Net Taxes in amounts sufficient to do so and to the limitation that the District may not levy the Special Tax in any Fiscal Year at a rate in excess of the maximum amounts permitted under the Rate and Method. See Appendix A and Appendix E hereto. As a result, if a significant number of Special Tax delinquencies occurs within the District, the District could be unable to replenish the Reserve Account to the Reserve Requirement due to the limitations on the amount of the Special Tax that may be levied. If such defaults were to continue in successive years, the Reserve Account could be depleted and a default on the Bonds could occur.

The Act provides that, if any property within the District not otherwise exempt from the Special Tax is acquired by a public entity through a negotiated transaction, or by gift or devise, the Special Tax will continue to be levied on and enforceable against the public entity that acquired the property. In addition, the Act provides that, if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment and be paid from the eminent domain award. The constitutionality and operation of these provisions of the Act have not been tested in the courts, but it is doubtful that they would be upheld as to, for example, property owned by the federal government. If for any reason property within the District becomes exempt from taxation by

reason of ownership by a non-taxable entity such as the federal government or another public agency, subject to the limitation of the Maximum Special Tax, the Special Tax will be reallocated to the remaining taxable parcels within the District. This would result in the owners of such property paying a greater amount of the Special Tax and could have an adverse impact upon their willingness and/or ability to pay the Special Tax. Moreover, if a substantial portion of additional land within the District became exempt from the Special Tax because of public ownership, or otherwise, the Maximum Special Tax which could be levied upon the remaining acreage might not be sufficient to pay principal of and interest on the Bonds when due and a default will occur with respect to the payment of such principal and interest.

The District will covenant in the Indenture that, under certain circumstances, it will institute foreclosure proceedings to sell any property with delinquent Special Taxes in order to obtain funds to pay debt service on the Bonds. If foreclosure proceedings were ever instituted, any mortgage or deed of trust holder could, but would not be required to, advance the amount of the delinquent Special Tax to protect its security interest. See "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes — *Proceeds of Foreclosure Sales*" for provisions which apply in the event of such foreclosure and which the District is required to follow in the event of delinquencies in the payment of the Special Tax.

In the event that sales or foreclosures of property are necessary, there could be a delay in payments to Owners of the Bonds (if the Reserve Account has been depleted) pending such sales or the prosecution of such foreclosure proceedings and receipt by the City on behalf of the District of the proceeds of sale. The District may adjust the future Special Tax levied on taxable parcels in the District, subject to limitations described above under the caption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes — Rate and Method of Apportionment of Special Tax," to provide an amount required to pay interest on and principal of the Bonds, and the amount, if any, necessary to replenish the Reserve Account to an amount equal to the Reserve Requirement, and to pay all current expenses. There is, however, no assurance that the total amount of the Special Tax that could be levied and collected against taxable parcels in the District will be at all times sufficient to pay the amounts required to be paid by the Indenture, even if the Special Tax is levied at the Maximum Special Tax rates. See "— Enforcement Delays — Bankruptcy."

No assurance can be given that the real property subject to sale or foreclosure will be sold, or if sold, that the proceeds of sale will be sufficient to pay any delinquent installments of the Special Tax. The Act does not require the City to purchase or otherwise acquire any lot or parcel of property to be sold at foreclosure if there is no other purchaser at such sale. The Act and the Indenture do specify that the Special Tax will have the same lien priority as for *ad valorem* property taxes in the case of delinquency. Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post judgment interest and authorized costs, unless the consent of the owners of 75% of the Outstanding Bonds is obtained.

Prior to July 1, 1983, the right of redemption from foreclosure sales was limited to a period of one year from the date of sale. Under legislation effective July 1, 1983, the statutory right of redemption from such foreclosure sales has been repealed. However, a period of 20 days must elapse after the date on which the notice of levy of the interest in real property was served on the judgment debtor before the sale of such lot or parcel can be made. Furthermore, if the purchaser at the sale is the judgment creditor (e.g., the District), an action may be commenced by the delinquent property owner within 90 days after the date of sale to set aside such sale. The constitutionality of the aforementioned legislation, which repeals the one year redemption period, has not been tested and there can be no assurance that, if tested, such legislation will be upheld. (Section 701.680 of the Code of Civil Procedure of the State.)

Impact of Economic Conditions on the Development in the District

Certain events and factors which negatively affect the regional, State and national economies could have an adverse effect on the pace at which the D.R. Horton can complete the remaining infrastructure and future homes, and demand by, and the ability of individuals to purchase homes within the District. Such events and

factors could include rising inflation and interest rates, persistent supply chain issues and global market instability caused by geopolitical events. Any adverse impact of the foregoing and other economic factors on the project in the District and the real estate market in general cannot be predicted.

Increasing Mortgage Interest Rates

Increases in mortgage interest rates could have a negative impact on the estimated absorption rates of the planned for-sale residential units in the District described herein. With respect to entry-level households, increased mortgage interest rates may adversely impact the affordability of homes and may increase mortgage payment levels for owning a lower-priced home relative to renting a residence, thereby making purchasing less attractive. With respect to move-up households, higher mortgage interest rates may impact the desire of current homeowners to move from their present home due to the fact that their present home likely has a relatively low mortgage interest rate. In addition, in such instances, a new home would likely have a higher interest rate on a new mortgage loan as well as a higher purchase price and property taxes. Such considerations may decrease the desire for move-up households to purchase a new home. The foregoing factors could reduce demand for and/or the ability to achieve the sales prices of the planned for-sale homes within the District as described herein.

Concentration of Ownership

Based on ownership status as of November 3, 2025 (and assuming no additional transfers of property), individual homeowners and D.R. Horton are expected to be responsible for approximately 70.58% and 29.42%, respectively, of the estimated Fiscal Year 2026-27 Special Tax levy.

The timely payment of principal of and interest on the Bonds depends upon the willingness and ability of the current and future property owners in the District to pay the Special Taxes prior to delinquency. General and local economic conditions and governmental requirements or restrictions may affect the willingness of the current property owners, or any successor property owners, to pay the Special Taxes, and there is no assurance that the current property owners, or any successor property owners, will pay such Special Taxes even if financially able to do so. Due to the concentration of ownership of the property within the District, a failure by D.R. Horton or any successor property owner thereto to pay the Special Taxes may result in a default in the payment of debt service on the Bonds. See "PROPERTY OWNERSHIP AND THE DEVELOPMENT."

Property Insurance

In recent years, homeowners in many areas in the State have experienced significant increases in premiums for property and homeowners' insurance policies as well as difficulty in obtaining such insurance from commercial insurance companies. The increases have been driven by, among other factors, the risk of wildfire damage to property in the State. Such increases in the overall cost of homeownership could have a material adverse effect on the rate of absorption of the remaining units in the District and on a homeowner's willingness and/or ability to pay the Special Taxes.

In addition, no assurances can be made that adequate homeowners' insurance coverage will be available in the future from reputable insurance companies, with premiums comparable to historical rates, or at all. The inability to obtain adequate insurance coverage could impact the ability of the homeowners' in the District to reconstruct their homes in the event of damage.

Property Values

The value of the property within the District is a critical factor in determining the investment quality of the Bonds. If a property owner is delinquent in the payment of Special Taxes, the District's only remedy is to commence foreclosure proceedings against the delinquent parcel in an attempt to obtain funds to pay the Special Taxes. Reductions in property values due to a downturn in the economy, physical events such as earthquakes, fires or floods, stricter land use regulations, delays in development or other events will adversely impact the

security underlying the Special Taxes. See "THE DISTRICT — Appraisal Report" and Appendix D — "APPRAISAL REPORT."

The Appraiser has estimated, on the basis of certain assumptions and limiting conditions contained in the Appraisal Report, that as of the Date of Value, the market value of the land and improvements within the District was approximately $70,395,000. See "THE DISTRICT — Appraisal Report." The Appraisal Report indicates the Appraiser's opinion as to the market value of the properties referred to therein as of the date and under the conditions specified therein. The Appraiser's opinion reflects conditions prevailing in the applicable market as of the Date of Value. The Appraiser's opinion does not predict the future value of the subject property, and there can be no assurance that market conditions will not change adversely in the future.

Prospective purchasers of the Bonds should not assume that the taxable land within the District could be sold for the appraised amount or for the assessed values at a foreclosure sale for delinquent Special Taxes. In arriving at the estimate of market value of the property in the District, the Appraiser assumes that any sale will be unaffected by undue stimulus and will occur following a reasonable marketing period, which is not always present in a foreclosure sale. See Appendix D for a description of other assumptions made by the Appraiser and for the definitions and limiting conditions used by the Appraiser. Any event which causes one of the Appraiser's assumptions to be untrue could result in a reduction of the value of the taxable land and improvements within the District from the market value estimated by the Appraiser.

No assurance can be given that any bid will be received for a parcel with delinquent Special Taxes offered for sale at foreclosure or, if a bid is received, that such bid will be sufficient to pay all delinquent Special Taxes. See "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes — *Proceeds of Foreclosure Sales*."

Natural Disasters

The District, like all California communities, may be subject to unpredictable seismic activity, fires, flood, or other natural disasters. Southern California is a seismically active area. Seismic activity represents a potential risk for damage to buildings, roads, bridges and property within the District. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such event.

Substantially all of the property in the District is designated by the California Department of Conservation to be in an Alquist-Priolo Earthquake Study Zone (the Wildomar Fault of the Elsinore Fault Zone) and a Liquefaction Zone. To mitigate the risk of property damage due to liquefaction, engineered fill was incorporated between five to 10 feet of the surface of each home. In addition, in the CC&R's recorded on the property in the District, approximately 30 feet from the rear property line of ten lots which back into Palomar Street are designated as a "fault set-back area." Pursuant to the CC&R's, the owner of these lots may not construct any habitable structures (defined in the CC&R's as any structure that has human occupancy of 2,000 hours or more per year) in the fault set-back area.

The District is not located in a flood plain area.

In recent years, wildfires have caused extensive damage throughout the State, including within the County. Certain of these fires have burned thousands of acres and destroyed hundreds and in some cases thousands of homes. In some instances entire neighborhoods have been destroyed. Several fires in recent years damaged or destroyed property in areas that were not previously considered to be at risk from such events.

In 2024 and 2025, the Department of Forestry and Fire Protection of the State of California ("CalFire"), under the direction of the Office of the State Fire Marshal, released updated Fire Hazard Severity Zone ("FHSZ") maps for California which evaluates "Hazard," being the likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire or fuel reduction efforts. On the other hand, "Risk" is the potential damage a fire can do to the area under existing conditions,

accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction. The mapping process evaluated both the probability of an area burning and the expected fire behavior under extreme fuel and weather conditions. Factors such as fire history, vegetation type and density, terrain features, local fire weather patterns, predicted flame lengths, and ember transport potential were considered in the mapping process. For more information, see the CalFire website.

In the updated FHSZ maps, the State Fire Marshal classified the state responsibility areas (the "SRAs"), where the State has financial responsibility for wildfire protection and prevention, and designated the local responsibility areas (the "LRAs"), where such responsibility falls on the local agencies. These zones are classified as either "Moderate," "High" or "Very High" and are based on statewide criteria and severity of fire hazard that is expected to prevail in those areas. Under current State law, local agencies are required to adopt CalFire's updated LRA map for its area within 120 days of receiving the recommended FHSZ designation from CalFire. The City adopted CalFire's LRA map for FHSZ designations within the City on June 11, 2025. Based on such maps, the property in the District is located in an area designated as a very high FHSZ or high FHSZ, depending on the location of the lot.

The City experiences high winds known as Santa Ana winds which frequently accompany and magnify the intensity of wildfires. There is a risk of homes within the District being destroyed by wildfires and no assurance can be given as to the severity or frequency of wildfires within the vicinity of the District. Additionally, property located adjacent to burn areas can be subject to mudslides and flooding, which can cause significant damage and destruction to property.

On January 16, 2025, Governor Gavin Newsom issued Executive Order N-10-25 (the "Governor's Order") which canceled penalties, costs and interest on overdue property taxes (including special taxes) within certain ZIP codes affected by the Palisades and Eaton Fires in Los Angeles County during calendar year 2025. Similar orders in the aftermath of a natural disaster could cause a delay in the payment of property taxes, including special taxes, by certain property owners in any community facilities district affected by such orders. Unless the majority of property owners within any such community facilities district pay their special taxes voluntarily or have mortgage impound accounts, it any affected community facilities district may need to draw upon a reserve fund to make debt service payments on outstanding bonds and it is possible that outstanding bonds will experience a payment default. In the event of a major fire or other natural disaster affecting the District, a similar order affecting the District could impact the debt service payments for the Bonds.

In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the District. As a result, a substantial portion of the property owners may be unable or unwilling to pay the Special Taxes when due. In addition, the value of land in the District could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Special Taxes.

Hazardous Substances

While government taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may also be relevant. One of the most serious in terms of the potential reduction in the value of a parcel is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Super Fund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar in effect. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of a parcel whether or not the owner (or operator) had anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels within the District be affected by a hazardous substance, is to reduce the marketability and value by the costs of remedying the condition.

The District is not aware of the presence of any federally or state classified hazardous substances in violation of any environmental laws, located on the property within the District. However, it is possible that such materials do currently exist and that the District is not aware of them.

It is possible that property in the District may be liable for hazardous substances in the future as a result of the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or the existence, currently, on the property of a substance not presently classified as hazardous but which may in the future be so classified. Additionally, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling such substance. All of these possibilities could have the effect of reducing the value of the applicable property.

Enforcement Delays – Bankruptcy

In the event of a delinquency in the payment of the Special Taxes, the District is required to commence enforcement proceedings under the circumstances described under the caption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes — *Proceeds of Foreclosure Sales*." However, prosecution of such proceedings could be delayed due to crowded local court calendars or by bankruptcy, insolvency and other laws generally affecting creditors' rights (such as the Soldiers' and Sailors' Relief Act of 1940) and by the laws of the State relating to judicial and non-judicial foreclosure. Although bankruptcy proceedings would not cause the liens of the Special Taxes to become extinguished, bankruptcy of a person or entity with an interest in the applicable property could result in a delay in the enforcement proceedings because federal bankruptcy laws provide for an automatic stay of foreclosure and tax sale proceedings. Any such delay could increase the likelihood of delay or default in payment of the principal of and interest on the Bonds. The various legal opinions to be delivered in connection with the issuance of the Bonds, including Bond Counsel's approving legal opinion, are qualified as to the enforceability of the Bonds and the Indenture by reference to bankruptcy, reorganization, moratorium, insolvency and other laws affecting the rights of creditors generally or against public entities such as the District.

Special Tax Delinquencies

Under provisions of the Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, will be billed to the properties within the District on the regular ad valorem property tax bills sent to owners of such properties by the County Tax Collector. The Act currently provides that such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do ad valorem property tax installments.

See APPENDIX E — "SUMMARY OF THE INDENTURE — COVENANTS AND WARRANTY — Covenants" for a discussion of the provisions which apply, and procedures which the District is obligated to follow under the Indenture, in the event of delinquencies in the payment of Special Taxes. See "— FDIC/Federal Government Interests in Parcels" for a discussion of the policy of the Federal Deposit Insurance Corporation regarding the payment of special taxes and assessment and limitations on the District's ability to foreclosure on the lien of the Special Taxes in certain circumstances.

FDIC/Federal Government Interests in Parcels

The ability of the District to collect interest and penalties specified by the Act and to foreclose the lien of delinquent Special Taxes may be limited in certain respects with regard to parcels in which the Federal Deposit Insurance Corporation (the "FDIC"), or other federal government entities such as Fannie Mae or Freddie Mac, has or obtains an interest.

In the case of the FDIC, in the event that any financial institution making a loan which is secured by parcels is taken over by the FDIC and the applicable Special Tax is not paid, the remedies available to the District may be constrained. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that taxes other than *ad valorem* taxes which are secured by a valid lien in

effect before the FDIC acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-*ad valorem* taxes which are levied after the time the FDIC acquires its fee interest, nor will the FDIC recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed out by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the nonpayment of taxes.

The FDIC has taken a position similar to that expressed in the Policy Statement in legal proceedings brought against Orange County in United States Bankruptcy Court and in Federal District Court. The Bankruptcy Court issued a ruling in favor of the FDIC on certain of such claims. Orange County appealed that ruling, and the FDIC cross-appealed. On August 28, 2001, the Ninth Circuit Court of Appeals issued a ruling favorable to the FDIC except with respect to the payment of pre-receivership liens based upon delinquent property tax.

The District is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to parcels in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed out at a judicial foreclosure sale would prevent or delay the foreclosure sale.

In the case of Fannie Mae and Freddie Mac, in the event a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, or a private deed of trust secured by a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, the ability to foreclose on the parcel or to collect delinquent Special Taxes may be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution "this Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, anything in the Constitution or Laws of any State to the contrary notwithstanding." In the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. This means that, unless Congress has otherwise provided, if a federal government entity owns a parcel of taxable property but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the District wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. For a discussion of risks associated with taxable parcels within the District becoming owned by the federal government, federal government entities or federal government sponsored entities, see "—Insufficiency of Special Tax Revenues."

The District's remedies may also be limited in the case of delinquent Special Taxes with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

Direct and Overlapping Indebtedness

The ability of an owner of property within the District to pay the applicable Special Taxes could be affected by the existence of other taxes and assessments imposed upon taxable parcels. See "THE DISTRICT — Direct and Overlapping Debt" herein. The City and other public agencies whose boundaries overlap those of

the District could impose additional taxes or assessment liens on the property within the District in order to finance public improvements or services to be located or provided inside of or outside of such area. The lien created on the property within the District through the levy of such additional taxes may be on a parity with the lien of the Special Taxes applicable to the property within the District.

The imposition of additional liens on a parity with the Special Taxes may reduce the ability or willingness of property owners to pay the Special Taxes and increase the possibility that foreclosure proceeds will not be adequate to pay delinquent Special Taxes. The District will covenant in the Indenture not to issue Parity Bonds other than for refunding all of a portion of the Bonds or Parity Bonds.

Payment of Special Taxes is not a Personal Obligation of the Property Owners

An owner of a taxable parcel is not personally obligated to pay Special Taxes. Rather, Special Taxes are an obligation which is secured only by a lien against the taxable parcel. If the value of a taxable parcel is not sufficient, taking into account other liens imposed by public agencies, to secure fully Special Taxes, the District has no recourse against the property owner.

No Acceleration Provision

Neither the Bonds nor the Indenture contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Indenture.

Limited Obligations

The Bonds and interest thereon are not payable from the general funds of the City. Except with respect to the Net Taxes, neither the credit nor the taxing power of the District or the City is pledged for the payment of the Bonds or the interest thereon, and, except as provided in the Indenture, no Owner of the Bonds may compel the exercise of any taxing power by the District or the City or force the forfeiture of any City or District property. The principal of, premium, if any, and interest on the Bonds are not a debt of the City or a legal or equitable pledge, charge, lien or encumbrance upon any of the City's or the District's property or upon any of the City's or the District's income, receipts or revenues, except the Net Taxes and other amounts pledged under the Indenture.

The District's legal obligations with respect to any delinquent Special Taxes are limited to: (i) payments from the Reserve Account to the extent of funds on deposit therein; and (ii) the institution of judicial foreclosure proceedings under certain circumstances with respect to any parcels for which Special Taxes are delinquent. See the caption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes — *Proceeds of Foreclosure Sales*." The Bonds cannot be accelerated in the event of any default.

The obligation to pay Special Taxes does not constitute a personal obligation of the current or subsequent owners of the respective parcels which are subject to such liens. See the caption "— Payment of Special Taxes is Not a Personal Obligation of the Property Owners." Enforcement of Special Tax payment obligations by the District is limited to judicial foreclosure in the Superior Court of California, County of Riverside. There is no assurance that any current or subsequent owner of a parcel subject to a Special Tax lien will be able to pay the amounts due or that such owner will choose to pay such amounts even though financially able to do so.

Failure by owners of the parcels to pay Special Tax installments when due, delay in foreclosure proceedings, or the inability of the District to sell parcels that have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Special Taxes levied against such parcels may result in the inability of the District to make full or timely payments of debt service on the Bonds, which may in turn result in the depletion of the Reserve Account. See the caption "— Enforcement Delays — Bankruptcy."

Proposition 218

An initiative measure entitled "The Right to Vote on Taxes Act" ("Proposition 218") was approved by the voters at the November 5, 1996 statewide general election. Among other things, Proposition 218 added a new Article XIII C to the California Constitution which states that ". . . the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The Act provides for a procedure which includes notice, hearing, protest and voting requirements to alter the rate and method of apportionment of an existing special tax. However, the Act prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledged to repay any debt incurred pursuant to the Act unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. While the application of Proposition 218 in this context has not yet been interpreted by the courts and the matter is not completely free from doubt, it is not likely that Proposition 218 has conferred on the voters the power to effect a repeal or reduction of the Special Tax if the result thereof would be to impair the security of the Bonds.

It may be possible, however, for voters or the City Council, acting as the legislative body of the District, to reduce the Special Taxes in a manner which does not interfere with the timely repayment of the Bonds, but which does reduce the maximum amount of Special Taxes that may be levied in any year below the existing levels. Therefore, no assurance can be given with respect to the future levy of Special Taxes in amounts greater than the amount necessary for the timely retirement of the Bonds. Nevertheless, to the maximum extent that the law permits it to do so, the District will covenant that it will not initiate proceedings under the Act to reduce the maximum Special Tax rates for the District, unless, in connection therewith, (i) such changes do not reduce the maximum Special Taxes that may be levied in each year on property within the District to an amount which is less than the Administrative Expenses Cap plus 110% of the Annual Debt Service due in each corresponding future Bond Year with respect to the Bonds and Parity Bonds Outstanding as of the date of such proposed reduction; and (ii) the District is not delinquent in the payment of the principal of or interest on the Bonds or any Parity Bonds. The District also will covenant that, in the event an initiative is adopted which purports to reduce or otherwise alter the Rate and Method, it will commence and pursue legal action in order to preserve its ability to comply with the foregoing covenant. However, no assurance can be given as to the enforceability of the foregoing covenants.

Ballot Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Articles XIII A, XIII B, XIII C, and XIII D of the California Constitution were adopted pursuant to measures qualified for the ballot pursuant to the State's constitutional initiative process, including through Proposition 13 in 1978, Proposition 218 in 1996 and Proposition 26 in 2010. From time to time, other initiative measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, or other local agencies to increase revenues or to increase appropriations. In addition, such initiatives may include provisions which apply retroactively.

Litigation with Respect to Community Facilities Districts

Shapiro. The California Court of Appeal, Fourth Appellate District, Division One, issued its opinion in *City of San Diego v. Melvin Shapiro* (2014) 228 Cal.App.4th 756 (the "San Diego Decision"). The case involved a Convention Center Facilities District (the "CCFD") established by the City of San Diego ("San Diego"). The CCFD is a financing district much like a community facilities district established under the provisions of the Act. The CCFD is comprised of all of the real property in San Diego. However, the special tax to be levied within the CCFD was to be levied only on hotel properties located within the CCFD.

The election authorizing the special tax was limited to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel is located. Thus, the election was not a registered voter election. Such approach to determining who would constitute the qualified electors of the CCFD was

modeled after Section 53326(c) of the Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed district whose property would be subject to the special tax. The Court held that the CCFD special tax election was invalid under the California Constitution because Article XIIIA, Section 4 thereof and Article XIIIC, Section 2 thereof require that the electors in such an election be the registered voters within the district.

Horizon. The Sacramento County Superior Court issued a ruling in *Horizon Capital Investments, LLC v. City of Sacramento et al*. (Case No. 34-2017-80002661), which was a case involving an election to approve the levy of a special tax within a community facilities district ("CFD") formed under the Act.

In 2017, the City of Sacramento initiated proceedings to form a CFD to finance certain costs to operate and maintain a streetcar line. As permitted by the Act, the proposed district included non-contiguous parcels of non-residential property. Because there were fewer than 12 registered voters residing within the territory of the proposed CFD, the City Council submitted the special tax proposed to be levied within the proposed CFD to the owners of land within the proposed CFD, as required by the Act. The proposed special tax received the requisite two-thirds vote in the landowner election.

Petitioners Horizon Capital Investments, LLC et al. filed a writ of mandate and complaint for reverse validation and declaratory relief. Petitioners argued, and the superior court agreed in its final ruling, that under section 4(a) of article XIII A of the California Constitution (which provides that "Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district [sic], may impose special taxes on such district…") the phrase "qualified electors" means the registered voters of the entire City of Sacramento and not just the owners of the property within the boundaries of the proposed CFD. Citing the San Diego Decision, the tentative ruling states that the phrase "qualified electors of the district" refers to the registered voters of the entity imposing the special tax, which in this case was the City of Sacramento. Because the vote within the proposed CFD was by landowners only and not by all registered voters in the City of Sacramento, the final ruling states that the special tax is invalid.

The superior court's final ruling is not binding upon other courts within the State and does not directly apply to the District, the Special Taxes, or the Bonds. The City of Sacramento did not appeal the superior court's ruling.

The Special Tax Election in the District. With respect to the San Diego Decision, the facts of such case show that there were thousands of registered voters within the CCFD (*viz.*, all of the registered voters in San Diego). The elections held in the District had less than 12 registered voters at the time of the election to authorize the Special Taxes. In the San Diego Decision, the court expressly stated that it was not addressing the validity of landowner voting to impose special taxes pursuant to the Act in situations where there are fewer than 12 registered voters. Thus, by its terms, the court's holding in the San Diego Decision does not apply to the Special Tax election in the District. Moreover, Section 53341 of the Act provides that any "action or proceeding to attack, review, set aside, void or annul the levy of a special tax…shall be commenced within 30 days after the special tax is approved by the voters." Similarly, Section 53359 of the Act provides that any action to determine the validity of bonds issued pursuant to the Act be brought within 30 days of the voters approving the issuance of such bonds. The petitioners in *Horizon* filed the writ of mandate within 30 days of the landowner election. Voters in the District approved the Special Tax to be levied in accordance with the Rate and Method on September 13, 2023.

Loss of Tax Exemption

As discussed under the heading "TAX MATTERS," interest on the Bonds could cease to be excluded from gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the District or the City. In addition, it is possible that future changes in applicable federal tax laws could cause interest on the Bonds to be included in gross income for federal income

taxation or could otherwise reduce the equivalent taxable yield of such interest and thereby reduce the value of the Bonds.

No Ratings – Limited Secondary Market

The District has not applied to have the Bonds rated by any nationally recognized bond rating company, and it does not expect to do so in the future.

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Although the District has committed to provide certain financial and operating information, there can be no assurance that such information will be available to Bond owners on a timely basis. The failure to provide the required annual financial information does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, the absence of a credit rating for the Bonds or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Limitations on Remedies

Remedies available to the Owners of the Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds or to preserve the tax-exempt status of interest on the Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Indenture to the extent that enforceability may be limited by bankruptcy, insolvency reorganization, fraudulent conveyance or transfer, moratorium or other similar laws affecting generally the enforcement of creditor's rights, by equitable principles and by the exercise of judicial discretion and by limitations on remedies against public agencies in the State of California. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Owners.

Potential Early Redemption of Bonds from Prepayments or Community Facilities District Bond Proceeds

Property owners within the District are permitted to prepay their Special Taxes at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping community facilities district. Such prepayments will result in a redemption of the Bonds on the Interest Payment Date for which timely notice may be given under the Indenture following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds. See the caption "THE BONDS — Redemption — *Special Mandatory Redemption from Special Tax Prepayments*."

Cybersecurity

The City, like many other public and private entities, rely on computer and other digital networks and systems to conduct their operations. The City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the efforts of the City to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City, or the administration of the Bonds. The City is also reliant on other entities and service providers in connection with the administration of the Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes and the Trustee. No

assurance can be given that the City and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

CONTINUING DISCLOSURE

District Continuing Disclosure

Pursuant to a Continuing Disclosure Certificate, dated as of February 1, 2026 (the "Disclosure Certificate"), to be executed and delivered by the District at the time of issuance of the Bonds, the District will covenant for the benefit of the holders and Beneficial Owners of the Bonds to provide certain financial information and operating data relating to the District by March 31 following the end of the District's Fiscal Year (currently its Fiscal Year ends on June 30) (the "Annual Report"), commencing with the report for the Fiscal Year ending June 30, 2025, and to provide notices of the occurrence of certain enumerated events. The Annual Report and the notices of enumerated events will be filed by the District with EMMA. The initial Annual Report to be filed by March 31, 2026, shall consist of this Official Statement and the audited financial statements of the District, if any. The specific nature of the information to be contained in the Annual Report and the notice of enumerated events is set forth in Appendix F — "FORM OF DISTRICT CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with subsection (b)(5) of Rule 15c2-12.

The City has retained Spicer Consulting Group, LLC to serve as Dissemination Agent for the continuing disclosure undertaking related to the Bonds, and has adopted policies and procedures with respect to its continuing disclosure practices.

Developer Continuing Disclosure

The Underwriter does not consider D.R. Horton to be an "obligated person" with respect to the Bonds for purposes of Rule 15c2-12. Notwithstanding the foregoing, to assist in the marketing of the Bonds, D.R. Horton will execute a continuing disclosure certificate (the "Developer Continuing Disclosure Certificate") pursuant to which it will covenant to provide semiannual reports until satisfaction of certain conditions set forth in the Developer Continuing Disclosure Certificate. The semiannual reports to be provided by the D.R. Horton will contain updates regarding the development within the District as outlined in Section 4 of the Developer Continuing Disclosure Certificate attached hereto as APPENDIX G. In addition to semiannual reports, D.R. Horton will agree to provide notices of certain events set forth in the Developer Continuing Disclosure Certificate.

D.R. Horton's Southern California Division is the division which will be responsible for complying with its obligations under its Property Owner Continuing Disclosure Certificate. D.R. Horton has advised the City and Underwriter that, based on a review of prior continuing disclosure obligations in Southern California, encompassing D.R. Horton's _____ and _____ Divisions, D.R. Horton has not failed to comply in any material respect with any previous undertaking by it to provide periodic continuing disclosure reports or notice of listed events with respect to community facilities district or assessment district financings in Southern California within the past five years.

TAX EXEMPTION

In the opinion of Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. However, it should be noted that, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), generally certain corporations with more than

$1,000,000,000 of average annual adjusted financial statement income, interest (and original issue discount) with respect to the Bonds might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed by Section 55 of the Code on such corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax.

The excess of the stated redemption price at maturity of a Bond over the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Beneficial Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Beneficial Owner will increase the Beneficial Owner's basis in the applicable Bond.

Bond Counsel's opinion as to the exclusion from gross income of interest (and original issue discount) on the Bonds is based upon certain representations of fact and certifications made by the District, the City and others and is subject to the condition that the District, the City and others making such representations comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds to assure that interest (and original issue discount) on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District and the City will covenant to comply with all such requirements.

The amount by which a Beneficial Owner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Beneficial Owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Beneficial Owner realizing a taxable gain when a Bond is sold by the Beneficial Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Beneficial Owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of other similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Bonds to the extent that it adversely affects the exclusion from gross income of interest (and original issue discount) on the Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE BONDS THERE MIGHT BE FEDERAL, STATE, OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE, OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE, OR LOCAL TAX TREATMENT OF THE BONDS INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES BEING IMPOSED ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED ABOVE. BEFORE PURCHASING ANY OF THE BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE BONDS.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Indenture and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income of interest (and original issue discount) on the Bonds for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth LLP.

Although Bond Counsel will render an opinion that interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes provided that the District and the City continue to comply with certain requirements of the Code, the ownership of the Bonds and the accrual or receipt of interest (and original issue discount) with respect to the Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Bonds.

Should interest on the Bonds (including any original issue discount) become includable in gross income for federal income tax purposes, the Bonds are not subject to early redemption and will remain outstanding until maturity or until redeemed in accordance with the Indenture.

A copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix C.

LEGAL OPINION

The legal opinion of Bond Counsel approving the validity of the Bonds, in substantially the form set forth as Appendix C hereto, will be made available to purchasers of the Bonds at the time of original delivery of the Bonds. Certain legal matters will be passed upon for the City and the District by Burke, Williams & Sorensen, LLP, Riverside, California, City Attorney, and for the District by Stradling Yocca Carlson & Rauth LLP, Disclosure Counsel, for the Underwriter by Kutak Rock LLP, Irvine, California, and for the Trustee by its counsel. Bond Counsel undertakes no responsibility to the purchasers of the Bonds for the accuracy, completeness or fairness of this Official Statement.

ABSENCE OF LITIGATION

There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body now pending against and notice of which has been received by the City or the District or, to the best knowledge of their respective officers, threatened in writing, seeking to restrain or enjoin the execution or delivery of the Bonds or contesting or affecting the validity of the Bonds or any proceedings of the City or the District taken with respect to the execution and delivery thereof or the pledge or application of the Special Taxes for the payment of the Bonds or the use of the Bond proceeds..

NO RATING

The District has not made, and does not contemplate making, an application to any rating organization for the assignment of a rating on the Bonds.

UNDERWRITING

The Bonds are being purchased by Piper Sandler & Co. (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a price of $_____ (being the $_____ aggregate principal amount of the Bonds, less an Underwriter's discount of $_____ and plus original issue premium of $_____). The Bond Purchase Agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds if

any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in the Bond Purchase Agreement, the approval of certain legal matters by counsel and certain other conditions. The Underwriter's compensation is contingent upon the successful issuance of the Bonds.

Under certain circumstances, the Underwriter may offer and sell the Bonds to certain dealers and others at prices lower or yields higher than those stated on the page immediately following the cover page of this Official Statement. The offering prices may be changed from time to time by the Underwriter.

FINANCIAL INTERESTS

The fees being paid to the Underwriter and its counsel, Bond Counsel, Disclosure Counsel and the Trustee are contingent upon the issuance and delivery of the Bonds. From time to time, Stradling Yocca Carlson & Rauth LLP, represents the Underwriter on matters unrelated to the Bonds.

MUNICIPAL ADVISOR

The District has retained CSG Advisors Incorporated, San Francisco, California, as Municipal Advisor for the sale of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

CSG Advisors Incorporated, is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

MISCELLANEOUS

So far as any statements made in this Official Statement involve matters of opinion, assumptions, projections, anticipated events or estimates, whether or not expressly stated, they are set forth as such and not as presentations of fact, and actual results may differ substantially from those set forth therein. Neither this Official Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the Owners of the Bonds.

The summaries of certain provisions of the Bonds, statutes and other documents or agreements referred to in this Official Statement do not purport to be complete, and reference is made to each of them for a complete statement of their provisions. Copies are available for review by making requests to the City.

The execution and delivery of this Official Statement by the City Manager of the City has been duly authorized by the City Council of the City acting in its capacity as the legislative body of the District.

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR

By:_____
City Manager of the City of Wildomar

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
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. <u>Approved Property</u>

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. <u>Undeveloped Property and Provisional Undeveloped Property</u>

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

CERTAIN ECONOMIC AND DEMOGRAPHIC INFORMATION

The following information relating to the City of Wildomar (the "City") and the County of Riverside, California (the "County"), California (the "State") is supplied solely for purposes of information. Neither the City nor the County is obligated in any manner to pay principal of or interest on the Bonds or to cure any delinquency or default on the Bonds. The Bonds are payable solely from the sources described in the Official Statement.

General

The City was founded in 1886 and incorporated as a general law city effective July 1, 2008 in Riverside County. The City encompasses approximately 24 square miles along Interstate 15 in Riverside County.

Population

The following table offers population figures for the City and the County for 2021 through 2025.

Area	*2021*	*2022*	*2023*	*2024*	*2025*
City of Wildomar	36,693	36,432	36,688	37,060	37,077
County of Riverside	2,423,069	2,435,510	2,467,690	2,491,037	2,495,640

Source: State of California, Department of Finance, E-4 Population Estimates for Cities, Counties, and the State, 2021-2025, with 2020 Census Benchmark. Sacramento, California, May 2025.

Building Activity

The following tables provide summaries of the building permit valuations and the number of new dwelling units authorized in the City and County from 2020 through 2024.

BUILDING PERMIT VALUATIONS
City of Wildomar
2020-2024
(Dollars in Thousands)

	2020	*2021*	*2022*	*2023*	*2024*
Valuation ($000):					
Residential	$12,585,611	$15,563,559	$17,373,268	$ 5,254,037	$ 95,152,201
Non-residential	20,283,426	2,750,536	23,721,559	655,114	14,187,238
Total*	$32,869,037	$18,314,095	$41,094,827	$ 5,909,151	$109,339,439
Residential Units:					
Single family	50	52	61	6	105
Multiple family	0	0	23	26	280
Total	50	52	84	32	385

* Totals may not add to sums because of rounding.
Source: Construction Industry Research Board.

BUILDING PERMIT VALUATIONS
County of Riverside
2020-2024
(Dollars in Thousands)

	2020	*2021*	*2022*	*2023*	*2024*
Valuation ($000):					
Residential	$2,519,303	$2,262,642	$2,921,112	$3,306,086	$2,650,677
Non-residential	1,153,778	1,154,998	1,701,615	1,676,498	1,436,925
Total*	$3,673,081	$3,417,640	$4,622,727	$4,982,584	$4,087,602
Residential Units:					
Single family	8,443	7,360	8,863	8,894	6,882
Multiple family	723	1,126	2,861	6,428	2,275
Total	9,166	8,486	11,724	15,322	9,157

* Totals may not add to sums because of rounding.
Source: Construction Industry Research Board.

Employment

The following tables show the largest employers located in the City and the County as of June 30, 2024.

LARGEST EMPLOYERS
City of Wildomar
(as of June 30, 2024)

Rank	*Name of Business*	*Employees*	*Type of Business*
1.	Lake Elsinore Unified School District	2,381	School District
2.	Inland Valley Medical Center	945	Medical Center
3.	Southern California Edison	232	Utilities Company
4.	Cornerstone Community Church & School	130	Religious Center
5.	Stater Bros Markets	124	Supermarket
6.	Kaiser Permanente Wildomar Medical Offices	120	Medical Offices
7.	Albertson's	105	Supermarket
8.	Animal Friends of the valleys	83	Animal Clinic
9.	Wildomar Senior Leisure Community	67	Assisted Living Facility
10.	FCP Inc.	62	Industrial Business

Source: City of Wildomar Comprehensive Annual Financial Report for the year ending June 30, 2024.

LARGEST EMPLOYERS
County of Riverside
(as of June 30, 2024)

Rank	*Name of Business*	*Employees*	*Type of Business*
1.	County of Riverside	23,722	County Government
2.	Amazon	14,317	E-Commerce
3	University of California-Riverside	8,593	University
4.	State of California	8,398	State Government
5.	Walmart	6,465	Retail Company
6.	Moreno Valley Unified School District	6,020	School District
7.	Kaiser Permanente Riverside Medical Center	5,817	Medical Center
8.	Riverside Unified School District	5,431	School District
9.	Stater Brothers Market	4,990	Retail
10.	Mt. San Jacinto Community College District	4,638	School District

Source: County of Riverside Comprehensive Annual Financial Report for the year ending June 30, 2024.

Employment and Industry

Employment data by industry is not separately reported on an annual basis for the City but is compiled for the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (the "MSA"), which includes all of Riverside and San Bernardino Counties. In addition to varied manufacturing employment, the MSA has large and growing commercial and service sector employment, as reflected in the table below.

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The following table represents the Annual Average Labor Force and Industry Employment for the period from 2020 through 2024.

RIVERSIDE-SAN BERNARDINO-ONTARIO METROPOLITAN STATISTICAL AREA
INDUSTRY EMPLOYMENT & LABOR FORCE - BY ANNUAL AVERAGE

	2020	***2021***	***2022***	***2023***	***2024***
Civilian Labor Force[(1)]	2,073,400	2,108,400	2,140,500	2,180,300	2,209,100
Employment	1,868,300	1,951,600	2,049,900	2,078,100	2,093,800
Unemployment	205,100	156,700	90,700	102,300	115,300
Unemployment Rate	9.9%	7.4%	4.2%	4.7%	5.2%
Agriculture	14,100	13,700	13,800	13,200	13,700
Mining and Logging	1,300	1,400	1,500	1,500	1,600
Construction	104,900	110,100	114,700	115,400	116,200
Manufacturing	96,000	96,100	100,000	98,500	95,200
Wholesale Trade	65,600	67,400	69,500	68,900	68,600
Retail Trade	168,800	177,000	181,000	183,000	182,600
Transportation, Warehousing and Utilities	172,500	198,800	214,400	206,000	205,200
Information	12,400	12,500	13,000	13,300	13,000
Finance and Insurance	24,600	24,400	23,800	22,300	21,700
Real Estate and Rental and Leasing	19,500	20,700	22,200	22,700	22,400
Professional and Business Services	152,100	166,600	173,900	164,400	161,800
Educational and Health Services	248,800	254,300	267,900	287,800	306,000
Leisure and Hospitality	141,300	160,200	180,900	187,600	185,300
Other Services	40,200	43,600	47,400	49,400	50,700
Federal Government	22,100	21,100	20,900	21,200	21,500
State Government	31,300	30,400	28,400	28,600	28,000
Local Government	194,600	190,500	200,700	210,400	220,700
Total All Industries	1,509,900	1,588,800	1,674,000	1,694,100	1,714,100

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

Source: State of California, Employment Development Department.

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The following table summarizes the labor force, employment and unemployment figures for the period from 2020 through 2024 for the City, the County, the State and the nation as a whole.

CITY OF WILDOMAR,
COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA AND UNITED STATES
Average Annual Civilian Labor Force, Employment and Unemployment

Year and Area	*Labor Force*	*Employment*[(1)]	*Unemployment*[(2)]	*Unemployment Rate (%)*[(3)]
2020				
City of Wildomar	16,200	14,500	1,700	10.3%
County of Riverside	1,100,500	988,600	111,900	10.2
State of California	18,956,600	17,039,800	1,916,800	10.1
United States	160,472,000	147,795,000	12,947,000	8.1
2021				
City of Wildomar	16,300	15,100	1,200	7.2%
County of Riverside	1,119,000	1,036,100	82,900	7.4
State of California	18,954,600	17,564,900	1,389,700	7.3
United States	161,204,000	152,581,000	8,623,000	5.3
2022				
City of Wildomar	16,400	15,700	700	4.2%
County of Riverside	1,140,400	1,091,800	48,700	4.3
State of California	19,218,300	18,393,900	824,400	4.3
United States	164,287,000	158,291,000	5,996,000	3.6
2023				
City of Wildomar	16,700	15,900	800	4.8%
County of Riverside	1,165,500	1,110,100	55,400	4.8
State of California	19,471,000	18,551,800	919,200	4.7
United States	167,116,000	161,037,000	6,080,000	3.6
2024				
City of Wildomar	16,900	16,000	900	5.2%
County of Riverside	1,181,300	1,118,600	62,700	5.3
State of California	19,644,100	18,600,900	1,043,100	5.3
United States	168,106,000	161,346,000	6,761,000	4.0

Note: Data is not seasonally adjusted.
(1) Annual averages, unless otherwise specified.
(2) Includes persons involved in labor-management trade disputes.
(3) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.
Source: U.S. Department of Labor – Bureau of Labor Statistics, California Employment Development Department. 2024 Benchmark.

Personal Income

Personal Income is the income that is received by all persons from all sources. It is calculated as the sum of wage and salary disbursements, supplements to wages and salaries, proprietors' income with inventory valuation and capital consumption adjustments, rental income of persons with capital consumption adjustment, personal dividend income, personal interest income, and personal current transfer receipts, less contributions for government social insurance.

The personal income of an area is the income that is received by, or on behalf of, all the individuals who live in the area; therefore, the estimates of personal income are presented by the place of residence of the income recipients.

Total personal income in Riverside County increased by 76.1% between 2013 and 2023. The following tables summarize personal income for Riverside County for 2013 through 2023.

PERSONAL INCOME
Riverside County
2013-2023
(Dollars in Thousands)

Year	*Riverside County*	*Annual Percent Change*
2013	$76,069,949	2.7%
2014	79,630,223	4.7
2015	84,597,340	6.2
2016	88,997,439	5.2
2017	92,451,456	3.9
2018	96,994,918	4.9
2019	103,647,288	6.9
2020	115,370,344	11.3
2021	126,493,256	9.6
2022	126,174,731	-0.3
2023	133,968,557	6.2

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

The following table summarizes per capita personal income for Riverside County, California and the United States for 2013-2023. This measure of income is calculated as the personal income of the residents of the area divided by the resident population of the area.

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PER CAPITA PERSONAL INCOME
Riverside County, State of California and the United States
2013-2023

Year	*Riverside County*	*California*	*United States*
2013	$33,565	$48,076	$44,401
2014	34,786	50,619	46,287
2015	36,590	53,817	48,060
2016	38,050	55,863	48,971
2017	39,060	58,214	51,004
2018	40,582	60,984	53,309
2019	43,086	64,219	55,566
2020	47,615	70,098	59,123
2021	51,558	76,882	64,460
2022	50,995	76,941	66,244
2023	53,750	81,255	69,810

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

Taxable Sales

The table below presents taxable sales for the years 2020 through 2024 for the City.

TAXABLE SALES
City of Wildomar
2020-2024
(Dollars in Thousands)

Year	*Permits*	*Taxable Transactions*
2020	780	$176,000,837
2021	676	223,006,883
2022	727	266,301,085
2023	777	262,619,293
2024	798	257,727,634

Source: Taxable Sales in California, California Department of Tax and Fee Administration for 2020-2024.

The table below presents taxable sales for the years 2020 through 2024 for the County.

TAXABLE SALES
County of Riverside
2020-2024
(Dollars in Thousands)

Year	*Permits*	*Taxable Transactions*
2020	69,284	$42,313,474
2021	64,335	55,535,196
2022	66,738	62,117,153
2023	68,670	61,094,594
2024	70,577	60,826,953

Source: Taxable Sales in California, California Department of Tax and Fee Administration for 2020-2024.

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

Upon issuance of the Bonds, Stradling Yocca Carlson & Rauth LLP, Bond Counsel, proposes to render its final approving opinion in substantially the following form:

February __, 2026

Community Facilities District No. 2023-1 (Avalino)
of the City of Wildomar
Wildomar, California

Re: *$_____ Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Special Tax Bonds, Series 2026*

Ladies and Gentlemen:

We have examined the Constitution and the laws of the State of California, a certified record of the proceedings of the City of Wildomar (the "City") taken in connection with the formation of Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar (the "District") and the authorization and issuance of the District's Special Tax Bonds, Series 2026 in the aggregate principal amount of $_____ (the "Bonds") and such other information and documents as we consider necessary to render this opinion. In rendering this opinion, we have relied upon certain representations of fact and certifications made by the District, the City, the initial purchasers of the Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The Bonds have been issued 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), a resolution adopted by the City Council of the City, acting in its capacity as the legislative body of the District (the "City Council") on January 14, 2026 (the "Resolution"), and a Bond Indenture (the "Indenture") dated as of February 1, 2026, by and between the District and Wilmington Trust, National Association, as trustee (the "Trustee"). All capitalized terms not defined herein shall have the meaning set forth in the Indenture.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The Bonds have been duly and validly authorized by the District and are legal, valid and binding limited obligations of the District, enforceable in accordance with their terms and the terms of the Indenture. The Bonds are limited obligations of the District but are not a debt of the City, the State of California or any other political subdivision thereof within the meaning of any constitutional or statutory limitation, and, except for the Net Taxes, neither the faith and credit nor the taxing power of the City, the State of California, or any of its political subdivisions is pledged for the payment thereof.

(2) The Indenture has been duly executed and delivered by the District. The Indenture creates a valid pledge of, and the Bonds are secured by, the Net Taxes and the amounts on deposit in certain funds and accounts established under the Indenture, as and to the extent provided in the Indenture. The Indenture is enforceable in accordance with its terms; provided, however, we express no opinion as to the enforceability of the covenant of the District contained in the Indenture to levy Special Taxes for the payment of Administrative Expenses or as to indemnification, penalty, contribution, choice of law, choice of forum or waiver provisions contained therein.

(3) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals; however, it should be noted that, with respect to applicable corporations as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code"), interest (and original issue discount) with respect to the Bonds might be taken into account in determining adjusted financial statement income for purposes of computing the alternative minimum tax imposed on such corporations.

(4) Interest (and original issue discount) on the Bonds is exempt from State of California personal income tax.

(5) The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity are to be sold to the public) and the stated redemption price at maturity with respect to such Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bond Owner will increase the Bond Owner's basis in the applicable Bond.

(6) The amount by which a Bond Owner's original basis for determining loss on sale or exchange in the applicable Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bond Owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner.

The opinion expressed in paragraph (3) above as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Bonds is subject to the condition that the District and the City comply with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District and the City have covenanted to comply with all such requirements. Except as set forth in paragraphs (3), (4), (5) and (6) above, we express no opinion as to any tax consequences related to the Bonds.

Certain agreements, requirements and procedures contained or referred to in the Indenture, the Tax Certificate executed by the District and the City and other documents related to the Bonds may be changed and certain actions may be taken or omitted, under the circumstances and subject to the terms and conditions set forth in such documents. We express no opinion as to the effect on the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on any Bond if any such change occurs or action is taken or omitted upon advice or approval of bond counsel other than Stradling Yocca Carlson & Rauth LLP.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction. We call attention to the fact that the rights and obligations under the Bonds, the Indenture and the Tax Certificate may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, by the application of equitable principles and the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against public agencies in the State of California.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds and expressly disclaim any duty to advise the Owners of the Bonds with respect to matters contained in the Official Statement or other offering material.

The opinions expressed herein are based upon an analysis of existing statutes, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions or events are taken (or not taken) or do occur (or do not occur).

Respectfully submitted,

APPENDIX D

APPRAISAL REPORT

APPENDIX E

SUMMARY OF THE INDENTURE

The following is a summary of certain provisions of the Indenture which are not described elsewhere. This summary does not purport to be comprehensive and reference should be made to the Indenture for a full and complete statement of the provisions thereof.

APPENDIX F

FORM OF DISTRICT CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (this "Disclosure Certificate"), dated as of February 1, 2026, is executed and delivered by Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar (the "District") in connection with the issuance of the Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Special Tax Bonds, Series 2026 (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the City Council of the City of Wildomar, acting as the legislative body of the District on January 14, 2026 and a Bond Indenture by and between the District and Wilmington Trust, National Association, as Trustee, dated as of February 1, 2026 (the "Indenture").

The District covenants as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture and the Rate and Method of Apportionment, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including a person holding Bond through a nominee, depository or other intermediary), or (b) is treated as the owner of any Bond for federal income purposes.

"City" shall mean the City of Wildomar, County of Riverside, California.

"Disclosure Representative" shall mean the Finance Manager of the City, or such other officer or employee as the District shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Spicer Consulting Group, LLC, or any successor Dissemination Agent designed in writing by the District.

"EMMA" shall mean the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board, which can be found at www.emma.msrb.org, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission in the future.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made

through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at *http://emma.msrb.org*.

"Official Statement" shall mean the District's official statement with respect to the Bonds.

"Participating Underwriter" shall mean Piper Sandler & Co.

"Rate and Method of Apportionment" means that certain Rate and Method of Apportionment of Special Tax approved pursuant to the Resolution of Formation.

"Resolution of Formation" means the resolutions adopted by the City Council pursuant to which the City Council formed the District.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) Not later than March 31 of each year commencing March 31, 2026, the District shall, or shall cause the Dissemination Agent to, provide to EMMA and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate, which initial Annual Report shall consist solely of the Official Statement and audited financial statements of the District, if any. If the Dissemination Agent is other than the District, then not later than 15 business days prior to the date referred to in the prior sentence hereof, the District shall provide the Annual Report (in a form suitable for filing with EMMA) to the Dissemination Agent. The Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the District may be submitted separately from and later than the balance of the Annual Report, if any, if they are not available by the date required above for the filing of the Annual Report.

(b) In the event that the Dissemination Agent is an entity other than the District, then the provisions of this Section 3(b) shall apply. Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report, the District shall provide the Annual Report to the Dissemination Agent. If by fifteen (15) Business Days prior to the due date for an Annual Report the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District will be filing the Annual Report in compliance with subsection (a). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the District and shall have no duty or obligation to review such Annual Report.

(c) If the Dissemination Agent is other than the District and if the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice in a timely manner to EMMA, in the form required by EMMA. If the District acts as its own Dissemination Agent, it shall file a notice with EMMA no later than the date specified in subsection (a) for filing an Annual Report if the District fails to file the Annual Report by that date.

(d) If the Dissemination Agent is other than the District, the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of the repository if other than the MSRB through EMMA; and

(ii) promptly after receipt of the Annual Report, file a report with the District certifying that the Annual Report has been provided to EMMA and the date it was provided.

(e) Notwithstanding any other provision of this Disclosure Certificate, all filings shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

SECTION 4. Content of Annual Reports. The District's Annual Reports shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the District, if any, for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements, if any are prepared, are not available by the time the Annual Report is required to be filed pursuant to Section 3, the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they come available.

(b) Financial and Operating Data. The first Annual Report due by March 31, 2026 shall consist of the Official Statement and audited financial statements of the District, if any. Thereafter, the District's Annual Report shall contain or incorporate by reference the following:

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Indenture as of the September 2 preceding the filing of the Annual Report;

(iii) the aggregate assessed valuation of the Taxable Property within the District;

(iv) any changes to the Rate and Method of Apportionment of the Special Tax approved or submitted to the qualified electors for approval prior to the filing of the Annual Report;

(v) a table setting forth the annual Special Tax delinquency rate within the District at June 30 for each fiscal year on which a delinquency exists, listing for each fiscal year the total Special Tax levy, the amount delinquent and the percent delinquent;

(vi) the status of any foreclosure actions being pursued by the District with respect to delinquent Special Taxes within the District; and

(vii) an update of the value-to-lien of the property within the District based on the assessed value and the Special Tax levy for then current fiscal year, which update may be provided in a form similar to Table 2 in the Official Statement; provided that such update need not include overlapping special tax, assessment or general obligation indebtedness.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB through EMMA. The District shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause the Dissemination Agent to give, notice to EMMA in a timely manner not in excess of ten (10) business days after the occurrence of any of the following events with respect to the Bonds:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB);

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings of the obligated person;

9. ratings changes; and

10. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) Additionally, the District shall give or cause the Dissemination Agent to give notice to EMMA in a timely manner not in excess of ten (10) business days after the occurrence of any of the following events with respect to the Bonds, if material:

1. unless described in paragraph 5(a)(5), notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

2. merger, consolidation, or acquisition involving the obligated person, or the sale of all or substantially all of the assets of the obligated person other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

2. appointment of a successor or additional fiscal agent or the change of the name of a fiscal agent;

3. nonpayment related defaults;

4. modifications to the rights of Bondholders;

5. bond calls;

6. release, substitution or sale of property securing repayment of the Bonds; and

7. incurrence of a Financial Obligation of the obligated person, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders.

(c) In the event that the District's fiscal year changes, the District shall report or shall instruct the Dissemination Agent to report such change in the same manner and to the same parties as Listed Events would be reported pursuant to Section 5(a).

(d) The District hereby agrees that the undertaking set forth in this Disclosure Certificate is the responsibility of the District, and the Dissemination Agent, if other than the District, shall not be responsible for determining whether the District's instructions to the Dissemination Agent under this Section comply with the requirements of the Rule.

(e) For purposes of this Disclosure Certificate, any event described in paragraph 5(a)(8) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

SECTION 6. Termination of Reporting Obligation. The obligations of the District and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Spicer Consulting Group, LLC. The Dissemination Agent may resign by providing (i) thirty days written notice to the District, and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment.

(a) This Disclosure Certificate may be amended, by written agreement of the parties, without the consent of the Owners, and any provision of this Disclosure Certificate may be waived, if all of the following conditions are satisfied: (1) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law, or a change in the identity, nature or status of the District or the type of business conducted thereby, (2) the undertakings in this Disclosure Certificate as so amended or waived would, in the opinion of a nationally recognized bond counsel, have complied with the requirements of the Rule as of the date of this Disclosure Certificate, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (3) the amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners or (ii) does not, in the determination of the District, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

(b) To the extent any amendment to this Disclosure Certificate results in a change in the type of financial information or operating data provided pursuant to this Disclosure Certificate, the first Annual Report

provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

(c) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the District or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District and/or the Dissemination Agent to comply with their respective obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the District or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. Where an entity other than the District is acting as the Dissemination Agent, the Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent and its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorney's fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. Any Dissemination Agent shall be paid (i) compensation by the District for its services provided hereunder in accordance with a schedule of fees to be mutually agreed to; and (ii) all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the District pursuant to this Disclosure Certificate. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Certificate. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Certificate.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds; and it shall create no rights in any other person or entity.

SECTION 13. Merger. Any person succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor Dissemination Agent without the filing of any paper or any further act.

This Disclosure Certificate is executed as of the date and year first set forth above.

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO) OF THE CITY OF WILDOMAR

By: _____
Disclosure Representative

APPENDIX G

FORM OF DEVELOPER CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "Disclosure Certificate"), dated as of _____, 2025, is executed D.R. Horton Los Angeles Holding Company, Inc., a California corporation (the "Developer"), in connection with the issuance of the Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Special Tax Bonds, Series 2026 (the "Bonds"). The Bonds are being issued pursuant to a Resolution of Issuance adopted on January 14, 2026, by the City Council of the City of Wildomar, acting as the legislative body of the District, and the Bond Indenture, dated as of February 1, 2026, (the "Indenture"), by and between Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar (the "District") and Wilmington Trust, National Association, as trustee (the "Trustee"). The Developer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Developer for the benefit of the Participating Underwriter (as defined below) and the holders and Beneficial Owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Disclosure Certificate, the following capitalized terms shall have the following meanings:

"Assumption Agreement" means an undertaking of a Major Owner or a Relevant Entity thereof, for the benefit of the holders and Beneficial Owners of the Bonds, containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner's development and financing plans with respect to the property of the Major Owner within the District), whereby such Major Owner or Relevant Entity agrees to provide semi-annual reports and notices of significant events, setting forth the information described in Sections 4 and 5 hereof, respectively, with respect to the portion of the property in the District owned by such Major Owner and its Relevant Entities.

"Beneficial Owner" shall mean any Person, which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including Persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"City" means the City of Wildomar, California.

"Dissemination Agent" means the Developer, or any successor Dissemination Agent designated in writing by the Developer, with the written consent of the District, and which has filed with the Developer, the District and the Participating Underwriter a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

"EMMA System" shall mean the Electronic Municipal Market Access System of the MSRB or such other electronic system designated by the MSRB (as defined below) or the Securities and Exchange Commission.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"Major Owner" means, as of any date of determination, an owner of taxable parcels in the District that is responsible in the aggregate for 20% or more of the Special Taxes in the District levied or anticipated to be levied during the then-current fiscal year.

"MSRB" means the Municipal Securities Rulemaking Board.

"Official Statement" means the final official statement, dated _____, 2026, executed by the District in connection with the issuance of the Bonds.

"Participating Underwriter" means Piper Sandler & Co., the original underwriter of the Bonds.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Property" means (i) the property owned by the Developer or a Relevant Entity and subject to the Special Taxes as of the date of determination, and (ii) the property in the District that the Developer or Relevant Entity sold to a Major Owner who has not assumed the undertakings of this Disclosure Certificate under Section 7(b) that is owned by such Major Owner as of the date of determination.

"Relevant Entity" means, with respect to the Developer, any other Person (i) directly, or indirectly through one or more intermediaries, is controlling, controlled by or under common control with such Person, and (ii) for whom information, including financial information or operating data, concerning such Person referenced in clause (i) is material to an evaluation of the District and the Bonds (i.e., information relevant to (a) the Developer's development plans with respect to its Property and the payment of its Special Taxes on the Property, or (b) such Person's assets or funds that would materially affect the Developer's ability to develop its Property as described in this Official Statement or to pay its Special Taxes on the Property). For purposes hereof, the term "control" (including the terms "controlling," "controlled by" or "under common control with") means the present possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Report Date" means (a) February 1 of each year, and (b) August 1 of each year.

"Semi-Annual Report" means any Semi-Annual Report provided by the Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Special Taxes" means the special taxes levied on the Property within the District.

"State" shall mean the State of California.

Section 3. Provision of Semi-Annual Reports.

(a) Until the obligations under this Disclosure Certificate are terminated pursuant to Section 7, the Developer shall, or, upon written direction of the Developer, the Dissemination Agent shall, not later than the Report Date, commencing August 1, 2026, provide to the MSRB through the EMMA System, in an electronic format and accompanied by identifying information as prescribed by the MSRB, a Semi-Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. If, in any year, February 1 or August 1 falls on a Saturday, Sunday or a holiday, such deadline shall be extended to the next following day that is not a Saturday, Sunday, or holiday. If the Developer utilizes the Dissemination Agent to file the Semi-Annual Report, then not later than 15 calendar days prior to the Report Date, the Developer shall provide the Semi-Annual Report to the Dissemination Agent (if different from the Developer), and shall provide a written certification with (or included as a part of) each Semi-Annual Report furnished to the Dissemination Agent, the Participating Underwriter, and the District to the effect that such Semi-Annual Report constitutes the Semi-Annual Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent, the Participating Underwriter and the District may conclusively rely upon such certification of the Developer and shall have no duty or obligation to review the Semi-Annual Report. The Semi-Annual Report may be submitted as a single document or as separate documents comprising a package and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent (if different from the Developer) does not receive a Semi-Annual Report from the Developer and cannot verify that a Semi-Annual Report has been filed with the MSRB through the EMMA System by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Developer that the Semi-Annual Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Developer to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 7 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Developer does not provide, or cause the Dissemination Agent to provide, a Semi-Annual Report to the MSRB through the EMMA System by the Report Date as required in subsection (a) above, the Dissemination Agent shall, in a timely manner, provide to the MSRB through the EMMA System, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine prior to each Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of continuing disclosure reports; and

(ii) to the extent the Semi-Annual Report has been furnished to it, file a report with the Developer (if the Dissemination Agent is other than the Developer), the Participating Underwriter and the District certifying that the Semi-Annual Report has been provided to the MSRB through the EMMA System pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Semi-Annual Reports. Each Semi-Annual Report shall contain or incorporate by reference the information set forth in Exhibit B, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Developer or public entities, which are available to the public on the EMMA System or filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Developer shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit B, each Semi-Annual Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) Until the obligations under this Disclosure Certificate are terminated pursuant to Section 7, the Developer shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Developer and, if known, any bankruptcy or insolvency proceedings commenced by or against any Relevant Entity of the Developer that owns property subject to the Special Taxes that in the reasonable judgment of the Developer could have a material adverse impact on the Developer's ability to pay its Special Taxes prior to delinquency or to sell or develop the Property as described in the Official Statement or most recent Semi-Annual Report;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments prior to delinquency with respect to the Property prior to the delinquency date, to the extent such failure is not promptly cured by the Developer or a Relevant Entity upon discovery thereof;

(iii) filing of a lawsuit against the Developer or if known, a Relevant Entity of the Developer, seeking damages which, if successful could have, or a final judgment in a lawsuit against the Developer or if known, a Relevant Entity which has, a material and adverse impact on the Developer's

(or a Relevant Entity's, if the Relevant Entity owns property within the District) ability to pay Special Taxes prior to delinquency or to sell or develop the Property as described in the Official Statement or most recent Semi-Annual Report;

(iv) any conveyance by the Developer or a Relevant Entity of any of the Property to an entity that is not a Relevant Entity of the Developer, the result of which conveyance is to cause the transferee to become a Major Owner and the related assumption of any obligation by a Major Owner pursuant to Section 7;

(v) material damage to or destruction of any of the improvements on the Property; and

(vi) any payment default or other material default by the Developer that continues to exist beyond any applicable notice and cure periods on any loan or line of credit with respect to the construction of improvements on the Property that would have a material adverse effect on the Developer's most recently disclosed development plan or financing with respect to the Property, or the ability of the Developer or any Relevant Entity to pay its Special Taxes prior to delinquency;

(b) If a Listed Event occurs, the Developer shall in a timely manner not in excess of 10 business days after obtaining knowledge of the Listed Event determine if such event would be material under applicable Federal securities law.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Developer shall, or shall cause the Dissemination Agent to, file in a timely manner not in excess of 10 business days after obtaining knowledge of the Listed Event of the occurrence of such Listed Event, a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB.

Section 6. Identifying Information for Filings with the MSRB; Format for Filings with the MSRB. All documents provided to the MSRB under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB. Any report or filing with the MSRB pursuant to this Disclosure Certificate must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

Section 7. Duration of Reporting Obligation.

(a) All of the Developer's obligations hereunder shall commence on the date hereof and shall terminate (except as provided in Section 12) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds,

(ii) the date on which all of the Special Taxes attributable to the Property have been paid or prepaid in full;

(iii) at such time as (A) the Property is no longer owned by a Major Owner and (B) the Developer no longer has any obligations under this Disclosure Certificate with respect to any Major Owner as a result of such obligations having been assumed under one or more Assumption Agreements entered into pursuant to Section 7(b) below; or

(iv) the date on which the Developer and all Relevant Entities of the Developer, collectively, own 23 or fewer residential lots in the District subject to the Special Tax.

The Developer shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Developer hereunder with respect to the Property conveyed to such Major Owner, may be assumed by such Major Owner or by a Relevant Entity thereof, and if so assumed the Developer's obligations hereunder with respect to that portion of the Property conveyed will be terminated. In order to effect such an assumption, such Major Owner or a Relevant Entity shall enter into an Assumption Agreement in form and substance equivalent to this Disclosure Certificate or as otherwise satisfactory to the District and Participating Underwriter. However, a Major Owner shall not be required to enter into an Assumption Agreement if such Major Owner is already a party to a continuing disclosure certificate in form and substance similar to this Disclosure Certificate with respect to the Bonds, and under which the property conveyed to such Major Owner will become subject to future Semi-Annual Reports. If not so assumed, the Developer shall use commercially reasonable efforts to report the information, as applicable to the transferee, required herein so long as the transferee is a Major Owner.

Section 8. Dissemination Agent. The Developer may, from time to time, with the written consent of the District, appoint or engage a Dissemination Agent to assist the Developer in carrying out its obligations under this Disclosure Certificate and may discharge any such Dissemination Agent, without cause, with the written consent of the District, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the Developer.

The Dissemination Agent may resign by providing thirty days' written notice to the District, the Developer, and the Participating Underwriter. The Dissemination Agent shall not be responsible for the content of any report or notice prepared by the Developer. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by the Developer in a timely manner and in a form suitable for filing.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Developer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, or a change in law; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Semi-Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Developer chooses to include any information in any Semi-Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Developer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Semi-Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the Developer to comply with any provision of this Disclosure Certificate, the District and the Participating Underwriter and any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Developer or Dissemination Agent, as the case may be, to comply with

its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Developer or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance. Neither the Developer nor the Dissemination Agent shall have any liability to the owners of the Bonds or any other party for monetary damages or financial liability of any kind whatsoever relating to or arising from this Disclosure Certificate.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each an "Indemnified Party"), harmless against any loss, expense and liabilities which it may incur arising out of or in the reasonable exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding any loss, expense and liabilities due to the Indemnified Party's negligence or willful misconduct or failure to perform its duties hereunder. The Dissemination Agent (if other than the Developer) shall be paid compensation for its services provided hereunder from the Administrative Expense Fund established under the Indenture in accordance with the Dissemination Agent's schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Developer, the Participating Underwriter, the Beneficial Owners, or any other party. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given by electronic mail, regular mail, or overnight mail as follows:

To the District:	City of Wildomar Community Facilities District No. 2023-1 (Avalino) City of Wildomar 23873 Clinton Keith Road Wildomar, CA 92595 Attention: Finance Manager Email: ajantz@wildomar.gov
To the Participating Underwriter:	Piper Sandler & Co. 3626 Fair Oaks Boulevard, Suite 100 Sacramento, CA 95864 Attention: Public Finance dennis.mcguire@psc.com
To Developer:	D.R. Horton Los Angeles Holding Company, Inc. 980 Montecito Drive, Suite 300 Corona, CA 92879 Attn: Dean James Pernicone, Email: djpernicone@drhorton.com
With a Copy to:	O'Neil LLP 19800 MacArthur Blvd., Suite 650 Irvine, California 92612 Attn: Sandra A. Galle Email: sgalle@oneil-llp.com

Any Person may, by written notice to the other Persons listed above, designate a different address or email address to which subsequent notices or communications should be sent.

Section 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Developer, the Dissemination Agent, the Participating Underwriter and holders and Beneficial Owners from time to time of the Bonds and shall create no rights in any other Person or entity. All obligations of the Developer hereunder shall be assumed by any legal successor to the obligations of the Developer as a result of a sale, merger, consolidation or other reorganization.

IN WITNESS WHEREOF, the Developer has executed this Disclosure Certificate as of the date first above written.

D.R. Horton Los Angeles Holding Company, Inc.,
a California corporation

By: _____
Bonnie Chiu,
Vice President

APPENDIX H

BOOK-ENTRY ONLY SYSTEM

The information in this Appendix concerning DTC and DTC's book-entry only system has been obtained from sources that the District and the Underwriter believe to be reliable, but neither the District nor the Underwriter takes any responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such annual maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, bonds will be printed and delivered to DTC.

THE TRUSTEE, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

DISTRICT CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (this "Disclosure Certificate"), dated as of February 1, 2026, is executed and delivered by Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar (the "District") in connection with the issuance of the Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Special Tax Bonds, Series 2026 (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the City Council of the City of Wildomar, acting as the legislative body of the District on January 14, 2026 and a Bond Indenture by and between the District and Wilmington Trust, National Association, as Trustee, dated as of February 1, 2026 (the "Indenture").

The District covenants as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture and the Rate and Method of Apportionment, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including a person holding Bond through a nominee, depository or other intermediary), or (b) is treated as the owner of any Bond for federal income purposes.

"City" shall mean the City of Wildomar, County of Riverside, California.

"Disclosure Representative" shall mean the Finance Manager of the City, or such other officer or employee as the District shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, Spicer Consulting Group, LLC, or any successor Dissemination Agent designed in writing by the District.

"EMMA" shall mean the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board, which can be found at www.emma.msrb.org, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission in the future.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at *http://emma.msrb.org*.

"Official Statement" shall mean the District's official statement with respect to the Bonds.

"Participating Underwriter" shall mean Piper Sandler & Co.

"Rate and Method of Apportionment" means that certain Rate and Method of Apportionment of Special Tax approved pursuant to the Resolution of Formation.

"Resolution of Formation" means the resolutions adopted by the City Council pursuant to which the City Council formed the District.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) Not later than March 31 of each year commencing March 31, 2026, the District shall, or shall cause the Dissemination Agent to, provide to EMMA and the Participating Underwriter an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate, which initial Annual Report shall consist solely of the Official Statement and audited financial statements of the District, if any. If the Dissemination Agent is other than the District, then not later than 15 business days prior to the date referred to in the prior sentence hereof, the District shall provide the Annual Report (in a form suitable for filing with EMMA) to the Dissemination Agent. The Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the District may be submitted separately from and later than the balance of the Annual Report, if any, if they are not available by the date required above for the filing of the Annual Report.

(b) In the event that the Dissemination Agent is an entity other than the District, then the provisions of this Section 3(b) shall apply. Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report, the District shall provide the Annual Report to the Dissemination Agent. If by fifteen (15) Business Days prior to the due date for an Annual Report the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District will be filing the Annual Report in compliance with subsection (a). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the District and shall have no duty or obligation to review such Annual Report.

(c) If the Dissemination Agent is other than the District and if the Dissemination Agent is unable to verify that an Annual Report has been provided to EMMA by the date required in subsection (a), the Dissemination Agent shall send a notice in a timely manner to EMMA, in the form required by EMMA. If the District acts as its own Dissemination Agent, it shall file a notice with EMMA no later than the date specified in subsection (a) for filing an Annual Report if the District fails to file the Annual Report by that date.

(d) If the Dissemination Agent is other than the District, the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of the repository if other than the MSRB through EMMA; and

(ii) promptly after receipt of the Annual Report, file a report with the District certifying that the Annual Report has been provided to EMMA and the date it was provided.

(e) Notwithstanding any other provision of this Disclosure Certificate, all filings shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

SECTION 4. Content of Annual Reports. The District's Annual Reports shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the District, if any, for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements, if any are prepared, are not available by the time the Annual Report is required to be filed pursuant to Section 3, the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they come available.

(b) Financial and Operating Data. The first Annual Report due by March 31, 2026 shall consist of the Official Statement and audited financial statements of the District, if any. Thereafter, the District's Annual Report shall contain or incorporate by reference the following:

(i) the principal amount of Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Indenture as of the September 2 preceding the filing of the Annual Report;

(iii) the aggregate assessed valuation of the Taxable Property within the District;

(iv) any changes to the Rate and Method of Apportionment of the Special Tax approved or submitted to the qualified electors for approval prior to the filing of the Annual Report;

(v) a table setting forth the annual Special Tax delinquency rate within the District at June 30 for each fiscal year on which a delinquency exists, listing for each fiscal year the total Special Tax levy, the amount delinquent and the percent delinquent;

(vi) the status of any foreclosure actions being pursued by the District with respect to delinquent Special Taxes within the District; and

(vii) an update of the value-to-lien of the property within the District based on the assessed value and the Special Tax levy for then current fiscal year, which update may be provided in a form similar to Table 2 in the Official Statement; provided that such update need not include overlapping special tax, assessment or general obligation indebtedness.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB through EMMA. The District shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause the Dissemination Agent to give, notice to EMMA in a timely manner not in excess of ten (10) business days after the occurrence of any of the following events with respect to the Bonds:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB);

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings of the obligated person;

9. ratings changes; and

10. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) Additionally, the District shall give or cause the Dissemination Agent to give notice to EMMA in a timely manner not in excess of ten (10) business days after the occurrence of any of the following events with respect to the Bonds, if material:

1. unless described in paragraph 5(a)(5), notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

2. merger, consolidation, or acquisition involving the obligated person, or the sale of all or substantially all of the assets of the obligated person other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

2. appointment of a successor or additional fiscal agent or the change of the name of a fiscal agent;

3. nonpayment related defaults;

4. modifications to the rights of Bondholders;

5. bond calls;

6. release, substitution or sale of property securing repayment of the Bonds; and
7. incurrence of a Financial Obligation of the obligated person, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders.

(c) In the event that the District's fiscal year changes, the District shall report or shall instruct the Dissemination Agent to report such change in the same manner and to the same parties as Listed Events would be reported pursuant to Section 5(a).

(d) The District hereby agrees that the undertaking set forth in this Disclosure Certificate is the responsibility of the District, and the Dissemination Agent, if other than the District, shall not be responsible for determining whether the District's instructions to the Dissemination Agent under this Section comply with the requirements of the Rule.

(e) For purposes of this Disclosure Certificate, any event described in paragraph 5(a)(8) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming

a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

SECTION 6. Termination of Reporting Obligation. The obligations of the District and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Spicer Consulting Group, LLC. The Dissemination Agent may resign by providing (i) thirty days written notice to the District, and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment.

(a) This Disclosure Certificate may be amended, by written agreement of the parties, without the consent of the Owners, and any provision of this Disclosure Certificate may be waived, if all of the following conditions are satisfied: (1) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law, or a change in the identity, nature or status of the District or the type of business conducted thereby, (2) the undertakings in this Disclosure Certificate as so amended or waived would, in the opinion of a nationally recognized bond counsel, have complied with the requirements of the Rule as of the date of this Disclosure Certificate, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (3) the amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners or (ii) does not, in the determination of the District, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

(b) To the extent any amendment to this Disclosure Certificate results in a change in the type of financial information or operating data provided pursuant to this Disclosure Certificate, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

(c) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which

is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the District or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District and/or the Dissemination Agent to comply with their respective obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the District or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. Where an entity other than the District is acting as the Dissemination Agent, the Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent and its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorney's fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. Any Dissemination Agent shall be paid (i) compensation by the District for its services provided hereunder in accordance with a schedule of fees to be mutually agreed to; and (ii) all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the District pursuant to this Disclosure Certificate. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Certificate. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Certificate.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds; and it shall create no rights in any other person or entity.

SECTION 13. Merger. Any person succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor Dissemination Agent without the filing of any paper or any further act.

This Disclosure Certificate is executed as of the date and year first set forth above.

COMMUNITY FACILITIES DISTRICT NO. 2023-1
(AVALINO) OF THE CITY OF WILDOMAR

By: _____
Disclosure Representative

$_____
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
OF THE CITY OF WILDOMAR
SPECIAL TAX BONDS, SERIES 2026

BOND PURCHASE AGREEMENT

_____, 2026

Community Facilities District No. 2023-1
(Avalino) of the City of Wildomar
23873 Clinton Keith Road, Suite 110
Wildomar, California 92595
Attention: City Manager

Ladies and Gentlemen:

Piper Sandler & Co., as underwriter (the "Underwriter"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar (the "Community Facilities District"), which upon acceptance will be binding upon the Underwriter and the Community Facilities District. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the Community Facilities District satisfying all of the obligations imposed upon it under this Purchase Agreement. This offer is made subject to the Community Facilities District's acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 11:59 p.m., local time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Community Facilities District at any time prior to the acceptance hereof by the Community Facilities District. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Bond Indenture, dated as of February 1, 2026 (the "Indenture"), by and between the Community Facilities District and Wilmington Trust, National Association, as trustee (the "Trustee").

1. Purchase, Sale and Delivery of the Bonds.

Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Community Facilities District and the Community Facilities District hereby agrees to sell to the Underwriter all (but not less than all) of the $_____ aggregate principal amount of Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Special Tax Bonds, Series 2026 (the "Bonds"), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $_____ (being 100% of the aggregate principal amount thereof, plus original issue premium of $_____ and less an Underwriter's discount of $_____).

2. The Bonds. The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Net Taxes and certain other funds pledged therefor as provided in, the Indenture, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq*. of the Government Code of the State of California (the "State")) (the "Community Facilities District Act"). The issuance of the Bonds has been duly authorized by the City Council of the City of Wildomar (the "City"), as the legislative body for the Community Facilities District, pursuant to a resolution adopted on _____, 2026 (the "Community Facilities District Resolution of Issuance").

The proceeds of the Bonds will be used to: (i) finance certain public improvements benefitting the development within the Community Facilities District, including public improvements to be owned by the City, and water and sewer facilities to be owned and operated by the Elsinore Valley Municipal Water District; (ii) fund a reserve account for the Bonds; and (iii) pay costs of issuance for the Bonds.

3. Public Offering and Establishment of Issue Price.

A. The Underwriter agrees to make a bona fide public offering of all of the Bonds initially at the public offering prices (or yields) set forth in Exhibit A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the marketing of the Bonds subject to this Section 3, provided that the Underwriter shall not change the interest rates set forth in Exhibit A. The Bonds will be offered and sold to certain dealers at prices lower than such initial offering prices.

The Community Facilities District hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the Community Facilities District herein, and the Community Facilities District shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the Community Facilities District herein is incorrect in any material respect.

The Community Facilities District knowledges and agrees that with respect to the transaction contemplated hereby: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended; (ii) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Community Facilities District and the Underwriter and the Underwriter has financial and other interests that differ from those of the Community Facilities District; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Community Facilities District and has not assumed any advisory or fiduciary responsibility to the Community Facilities District (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Community Facilities District on other matters); (iv) the only obligations the Underwriter has to the Community Facilities District with respect to the transaction contemplated hereby are expressly set forth in this Purchase Agreement; and (v) the Community Facilities District has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate. The Community Facilities District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"). The Community Facilities District

further acknowledges and represents that it has engaged CSG Advisors Incorporated (the "Municipal Advisor") as its municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, and will rely solely on the financial advice of the Municipal Advisor with respect to the Bonds.

B. The Underwriter agrees to assist the Community Facilities District in establishing the issue price of the Bonds and shall execute and deliver to the Community Facilities District at Closing (as defined below) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form set forth in Exhibit E, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Community Facilities District and Bond Counsel (as such term is defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Community Facilities District under this section to establish the issue price of the Bonds may be taken on behalf of the Community Facilities District by the Municipal Advisor and any notice or report to be provided to the Community Facilities District may be provided to the Municipal Advisor.

C. Except as otherwise set forth in Exhibit A, the Community Facilities District will treat the first price at which 10% of each maturity of the Bonds (the "10% test"), identified under the column "10% Test Used" in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Community Facilities District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Community Facilities District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either: (i) the Underwriter has sold all of the Bonds of that maturity; or (ii), the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon the request of the Community Facilities District or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds. For clarity, and notwithstanding any other condition to Closing set forth in this Purchase Agreement, the sale of 10% of each maturity of the Bonds to the public prior to the Closing Date shall not be a condition to Closing.

D. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A. Exhibit A also sets forth, identified under the column "Hold the Offering Price Rule Used," as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Community Facilities District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Community Facilities District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

1. the close of the fifth (5th) business day after the sale date; or

2. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Community Facilities District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

E. The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter; (B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public; and

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

F. The Community Facilities District acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The

Community Facilities District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

G. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

1. "public" means any person other than an underwriter or a related party;

2. "underwriter" means (A) any person that agrees pursuant to a written contract with the Community Facilities District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third party distribution agreement participating in the initial sale of the Bonds to the public);

3. a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

4. "sale date" means the date of execution of this Purchase Agreement by all parties.

4. <u>The Official Statement</u>.

A. Pursuant to the authorization of the Community Facilities District, the Underwriter has distributed copies of the Preliminary Official Statement dated [POS Date], relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the "Preliminary Official Statement." By its acceptance of this Purchase Agreement, the Community Facilities District hereby ratifies the use by the Underwriter of the Preliminary Official Statement, and the Community Facilities District agrees to execute a final official statement relating to the Bonds (the "Official Statement") which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Stradling Yocca Carlson & Rauth LLP, as Bond Counsel ("Bond Counsel"), and as Disclosure Counsel ("Disclosure Counsel"), and the Underwriter, and to provide copies thereof to the Underwriter as set forth herein. The Community Facilities District hereby authorizes the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and

any supplement or amendment thereto. The Community Facilities District further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Indenture, the Continuing Disclosure Certificate executed by the Community Facilities District in connection with the Bonds (the "Continuing Disclosure Certificate"), this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement. This Purchase Agreement, the Indenture, the Bonds, and the Continuing Disclosure Certificate are collectively referred to herein as the "Community Facilities District Documents."

B. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), the Community Facilities District will undertake pursuant to the Continuing Disclosure Certificate, in the form attached as Appendix F to the Official Statement, to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

5. Closing. Except as the Underwriter and the Community Facilities District may otherwise agree, the Community Facilities District will deliver to the Underwriter, at the offices of Bond Counsel in Newport Beach, California, or at such other location as may be mutually agreed upon by the Underwriter and the Community Facilities District, the documents hereinafter mentioned; and the Community Facilities District will deliver to the Underwriter through the facilities of The Depository Trust Company ("DTC"), the Bonds, in definitive form (all Bonds bearing CUSIP numbers), duly executed by the Community Facilities District and authenticated by the Trustee in the manner provided for in the Indenture and the Community Facilities District Act at 8:30 a.m. California time, on [Closing Date] (the "Closing Date"), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (A) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the "Closing"). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC. The Bonds shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection.

6. Representations, Warranties and Covenants of the Community Facilities District. The Community Facilities District represents, warrants and covenants to the Underwriter on behalf of itself and the City that:

A. The City is duly organized and validly existing as a general law city under the Constitution and laws of the State and has duly authorized the formation of the Community Facilities District, the incurring of bonded indebtedness thereby pursuant to resolutions duly adopted by the City Council (collectively, the "Community Facilities District Formation Resolutions" and, together with the Community Facilities District Resolution of Issuance, the "Community Facilities District Resolutions") and the Community Facilities District Act. The City Council, as the legislative body of the City and the Community Facilities District, has duly adopted the Community Facilities District Formation Resolutions and an ordinance of the City Council levying Special Tax within the Community Facilities District (the "Ordinance"), and has caused to be recorded in the real property records of the County of Riverside, a notice of special tax lien, and any required amendments thereof (collectively, the "Notice of Special Tax Lien" and, together with the Community Facilities District Formation Resolutions and the Ordinance, the "Formation Documents"), and has duly adopted the

Community Facilities District Resolution of Issuance. Each of its Formation Documents remains in full force and effect as of the date hereof and has not been amended or rescinded. The Community Facilities District is duly organized and validly existing as a community facilities district under the laws of the State. The Community Facilities District has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under the Community Facilities District Documents, and to carry out all transactions contemplated by each of such agreements; (ii) to issue, sell and deliver the Bonds as provided herein; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Community Facilities District Documents and the Official Statement.

B. The Community Facilities District and the City, as applicable, have each complied, and will at the Closing Date be in compliance, in all material respects, with the Formation Documents and the Community Facilities District Documents, and any immaterial noncompliance by the Community Facilities District and the City, if any, will not impair the ability of the Community Facilities District and the City, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the Community Facilities District will continue to comply with the covenants of the Community Facilities District contained in the Community Facilities District Documents.

C. The information in the Preliminary Official Statement and in the Official Statement relating to the Community Facilities District, the City and the Bonds (other than statements therein pertaining to the DTC and its book-entry system, any statement provided by the Underwriter, information under the caption "PROPERTY OWNERSHIP AND THE DEVELOPMENT", and "APPENDIX D - APPRAISAL REPORT", as to which no view is expressed), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period, the Community Facilities District will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not affect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Community Facilities District will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term "End of the Underwriting Period" means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the Community Facilities District at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period."

E. Except as described in the Preliminary Official Statement, the Community Facilities District is not, in any respect material to the transactions referred to herein or contemplated

hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, and the performance of its obligations under the Community Facilities District Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the Community Facilities District of its obligations under the Community Facilities District Documents or the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement.

F. Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Community Facilities District of its obligations under the Community Facilities District Documents, and the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

G. The Community Facilities District Documents conform in all material respects as to form and tenor to the descriptions thereof contained in the Official Statement.

H. The Bonds are payable from the Net Taxes of the Community Facilities District, as set forth in the Indenture, the levy of which has been duly and validly authorized pursuant to the Community Facilities District Act and the Special Tax within the Community Facilities District will be fixed and levied in an amount which, together with other available funds, is required for the payment of the principal of, and interest on, the Bonds when due and payable, all as provided in the Indenture. The Community Facilities District has covenanted to cause the Special Tax to be levied and collected at the same time and in the same manner as ordinary *ad valorem* property taxes or in such other manner as the City Council shall determine.

I. The Indenture creates a valid first pledge of and lien on the Net Taxes of the Community Facilities District, and in the moneys in the Special Tax Fund, including the Reserve Account therein, established pursuant to the Indenture, on the terms and conditions set forth in the Indenture.

J. Except as disclosed in the Preliminary Official Statement, there are, to the best of the Community Facilities District's knowledge, no entities with outstanding assessment or special tax liens against any of the properties within the Community Facilities District or which are senior to or on a parity with the Special Tax of the Community Facilities District.

K. The information contained in the Preliminary Official Statement and in the Official Statement (other than statements therein pertaining to the DTC and its book-entry system, any statement provided by the Underwriter, information under the caption "PROPERTY OWNERSHIP AND THE DEVELOPMENT", and "APPENDIX D - APPRAISAL REPORT", as to which no view is expressed) is true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

L. The Preliminary Official Statement was deemed final by a duly authorized officer of the Community Facilities District prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The Community Facilities District hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the Community Facilities District shall cause a final printed form of the Official Statement to be delivered to the Underwriter in sufficient quantity to comply with Rule 15c2-12, rules of the MSRB and to meet potential customer requests for copies of the Official Statement.

M. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending (written notice of which has been served on the City or the Community Facilities District) or to the best knowledge of the Community Facilities District or the City overtly threatened in writing, in which any such Action: (i) in any way questions the existence of the Community Facilities District or the titles of the officers of the Community Facilities District to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Tax or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the Community Facilities District Documents or the consummation of the transactions on the part of the Community Facilities District contemplated thereby; (iii) contests the exemption of interest on the Bonds from federal or State income taxation, or contests the powers of the Community Facilities District which may result in any material adverse change relating to the financial condition of the Community Facilities District; or (iv) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of this sentence.

N. Any certificate signed on behalf of the Community Facilities District by any officer or employee of the Community Facilities District authorized to do so shall be deemed a representation and warranty by the Community Facilities District to the Underwriter on behalf of itself and the Community Facilities District as to the statements made therein.

O. At or prior to the Closing, the Community Facilities District will have duly authorized, executed and delivered the Continuing Disclosure Certificate in substantially the form

attached as Appendix F to the Official Statement. Based upon a review of its previous undertakings, and except as disclosed in the Preliminary Official Statement, the City and its related entities, including the Community Facilities District, have not failed to comply in all material respects with any previous undertakings with regard to the Rule to provide annual reports or notices of enumerated events in the last five years.

P. The Community Facilities District will apply the proceeds of the Bonds in accordance with the Indenture and as described in the Preliminary Official Statement and Official Statement.

Q. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the Community Facilities District will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Indenture.

R. Between the date of this Purchase Agreement and the date of Closing, the Community Facilities District will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter.

S. The City, on behalf of the Community Facilities District, has adopted local debt policies in accordance with Section 8855(i) of the California Government Code.

The Community Facilities District hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel, Disclosure Counsel and the Underwriter, from time to time prior to the Closing Date.

The Community Facilities District hereby ratifies any prior use of and authorizes the future use by the Underwriter, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement and all information contained herein, and all other documents, certificates and written statements furnished by the City or the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

The execution and delivery of this Purchase Agreement by the Community Facilities District shall constitute a representation by the Community Facilities District to the Underwriter that the representations and warranties contained in this Section 6 with respect to the Community Facilities District and the City are true as of the date hereof.

7. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the Community Facilities District contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the Community Facilities District of its obligations to be performed hereunder at or prior to the Closing Date, and in reliance upon the representations and covenants of D.R. Horton Los Angeles Holding

Company, Inc., a California corporation (the "Developer") contained in the certificate(s) delivered as of the Closing Date, and to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions and the Community Facilities District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the Bonds, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as described in the Preliminary Official Statement, the Community Facilities District shall not be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, and the performance of the conditions precedent to be performed hereunder will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance of the conditions precedent to be performed by the Community Facilities District hereunder.

C. At the Closing Date, except as described in the Preliminary Official Statement, the Community Facilities District shall not be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, and the performance by the Community Facilities District of its obligations under the Bonds, the Community Facilities District Resolutions, the Community Facilities District Documents, and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed hereunder, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the Community Facilities District of its obligations under the Community Facilities District Documents or the performance of the conditions precedent to be performed by the Community Facilities District hereunder.

D. The information contained in the Official Statement (other than statements therein pertaining to the DTC and its book-entry system, any statement provided by the Underwriter, information under the caption "PROPERTY OWNERSHIP AND THE DEVELOPMENT", and

"APPENDIX D - APPRAISAL REPORT", as to which no view is expressed) is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

E. Between the date hereof and the time for Closing, this Purchase Agreement shall have not been terminated by the Underwriter pursuant to Section 8 hereof.

F. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. The Official Statement, executed on behalf of the Community Facilities District by an authorized officer;

2. The Community Facilities District Documents, each duly executed and delivered by the respective parties thereto, with only such amendments, modifications or supplements as may have been agreed to in writing by the Underwriter;

3. The Community Facilities District Resolutions and the Formation Documents, together with a certificate dated as of the Closing Date of the City Clerk to the effect that such resolutions and documents are true, correct and complete copies of the ones duly adopted by the City Council;

4. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the Community Facilities District, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the Community Facilities District and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State, in substantially the form included as Appendix C to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter and the Trustee, to the effect that such opinion addressed to the Community Facilities District may be relied upon by the Underwriter and the Trustee to the same extent as if such opinion was addressed to it;

5. A supplemental opinion or opinions of Bond Counsel dated the Closing Date and addressed to the Underwriter to the effect that:

(i) this Purchase Agreement and the Continuing Disclosure Certificate have been duly executed and delivered by the Community Facilities District and, assuming due authorization, execution and delivery by the other parties thereto, constitute the valid and binding obligations of the Community Facilities District, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended; and

(iii) the statements contained in the Official Statement under the captions "INTRODUCTION – Source of Payment for the Bonds," "INTRODUCTION – Description of the Bonds," "INTRODUCTION – Tax Exemption," "INTRODUCTION – Parity Bonds for Refunding Purposes Only," "THE BONDS," "SOURCES OF PAYMENT FOR THE BONDS," (except information under the caption "– Special Taxes" as to which no opinion is expressed), "TAX EXEMPTION," Appendix C – "FORM OF OPINION OF BOND COUNSEL" and Appendix E – "SUMMARY OF THE INDENTURE," excluding any material that may be treated as included under such captions by cross-reference or reference to other documents or sources, insofar as such statements expressly summarize certain provisions of the Indenture and Bond Counsel's final approving opinion, are accurate in all material respects.

6. A letter, dated the Closing Date and addressed to the Underwriter, of Disclosure Counsel, to the effect that such counsel is not passing upon and has not undertaken to determine independently or to verify the accuracy or completeness of the statements contained in the Preliminary Official Statement or in the Official Statement, and is, therefore, unable to make any representation to the Underwriter in that regard, but on the basis of its participation in conferences with representatives of the City, the City Attorney, as issuer's counsel, Bond Counsel, the appraisal of the taxable properties within the Community Facilities District with a date of value as of November 3, 2025 (the "Appraisal Report") prepared by Stephen G. White, MAI (the "Appraiser"), Spicer Consulting Group, LLC, Murrieta, California (the "Special Tax Consultant"), the Municipal Advisor, representatives of the Underwriter and others, during which conferences the content of the Preliminary Official Statement and the Official Statement and related matters were discussed, and its examination of certain documents, and, in reliance thereon and based on the information made available to it in its role as Disclosure Counsel and its understanding of applicable law, Disclosure Counsel advises the Underwriter as a matter of fact, but not opinion, that no information has come to the attention of the attorneys in the firm working on such matter which has led them to believe that the Preliminary Official Statement as of its date and the date hereof and the Official Statement as of its date and as of the Closing Date (in each case excluding therefrom the financial and statistical data, forecasts, charts, numbers, estimates, projections, assumptions and expressions of opinion included in the Preliminary Official Statement and the Official Statement, information regarding DTC and its book entry system and the information set forth in Appendices A, B, C, D, E, G and H, as to all of which no opinion is expressed) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

7. A certificate dated the Closing Date and signed by an authorized representative of the Community Facilities District or an authorized designee, on behalf of the Community Facilities District to the effect that: (i) the representations and warranties made by the Community Facilities District contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) the Community Facilities District Documents have been duly authorized and executed and are in full force and effect; (iii) to the best knowledge of such officer, no event has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (iii) the Community Facilities District has complied

with all the agreements and satisfied all the conditions on its part to be satisfied under this Purchase Agreement, the Community Facilities District Resolutions, the Community Facilities District Documents and the Official Statement at or prior to the Closing Date; and (iv) all information in the Official Statement relating to the Community Facilities District (other than information therein provided by the Special Tax Consultant) is true and correct in all material respects as of the date of the Official Statement and as of the Closing Date;

8. An opinion of Burke, Williams & Sorensen, LLP, Riverside, California, City Attorney, dated the date of Closing and addressed to the Underwriter and the Community Facilities District, substantially in the form attached hereto as Exhibit D;

9. A certificate dated the Closing Date from the Appraiser addressed to the Community Facilities District and the Underwriter substantially to the effect that (i) the assumptions made in the Appraisal Report are reasonable; (ii) the Appraisal Report fairly and accurately described, as of the stated date of value, the market values of the properties in the Community Facilities District that are subject to the Special Taxes; (iii) the Appraiser consents to the reproduction of the Appraisal Report as Appendix D to the Preliminary Official Statement and the final Official Statement, each with respect to the Bonds, and to the references to the Appraiser and the Appraisal Report made in the Preliminary Official Statement and the Official Statement; (iv) the Appraisal Report complies with the Appraisal Standards for Land-Secured Financings issued by the California Debt and Investment Advisory Commission dated July, 2004; (v) a true and correct copy of the Appraisal Report is attached as Appendix D to the Preliminary Official Statement and the Official Statement; (vi) to the best of the Appraiser's knowledge, neither the Appraisal Report nor the information in the Preliminary Official Statement or the Official Statement referring to it contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; and (vii) The Appraiser is aware that acts and events may have occurred since the date of the Appraisal Report which could result in both positive and negative effects on market value, however no events or occurrences have been ascertained by the Appraiser or have come to the Appraiser's attention that, in the Appraiser's opinion, would substantially and adversely impact the estimated market values of the properties in the Community Facilities District that are subject to the Special Taxes set forth in the Appraisal Report; *provided, however*, the Appraiser has not performed any procedures since the date of the Appraisal Report to obtain knowledge of such events or occurrences, the Appraiser is not obligated to perform any such procedures in the future, nor has the Appraiser prepared an updated appraisal of the properties in the Community Facilities District that are subject to the Special Taxes since the date of the Appraisal Report;

10. A certificate dated the Closing Date from the Special Tax Consultant addressed to the Community Facilities District and the Underwriter to the effect that: (i) the Special Tax, if levied and collected in the maximum amounts permitted pursuant to the Rate and Method of Apportionment of Special Tax of the Community Facilities District, as of the Closing Date, would generate at least 110% of the annual debt service payable with respect to the Bonds plus the Administrative Expenses Cap, based on such assumptions and qualifications as shall be acceptable to the Underwriter; (ii) the statements in the Preliminary Official Statement and the Official Statement provided by the Special Tax Consultant concerning the Special Tax and all information supplied by it for use in the Official Statement were as of the date of the Preliminary Official Statement, the date of the Official Statement and are as of the Closing Date true and correct, and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; (iii) all

information supplied by the Special Tax Consultant to the Appraiser is true and correct as of the date of the Preliminary Official Statement and the date of the Official Statement and as of the Closing Date, based on such assumptions as may have been supplied by it; (iv) the information contained in the Appraisal Report with respect to taxes and tax rates applicable, and projected to be applicable, to the property in the Community Facilities District is consistent with such information provided by the Special Tax Consultant to the Appraiser, which information so provided was based on information obtained by the Special Tax Consultant from the Community Facilities District, the Developer and the City; and (v) the Special Tax Consultant is duly authorized to execute and deliver the Continuing Disclosure Certificate in its capacity as dissemination agent thereunder, and the Special Tax Consultant has duly executed and delivered the Continuing Disclosure Certificate;

11. Certified copies of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution of the Indenture and the authentication of the Bonds;

12. A certificate of the Trustee, addressed to the Underwriter, and the Community Facilities District dated the Closing Date, to the effect that: (a) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States, having the full power and being qualified to enter into and perform its duties under the Indenture and to authenticate and deliver the Bonds to the Underwriter; (b) the Trustee is duly authorized to enter into the Indenture and to authenticate and deliver the Bonds to the Underwriter pursuant to the Indenture; (c) when delivered to and paid for by the Underwriter at the Closing, the Bonds will have been duly authenticated and delivered by the Trustee; (d) the execution and delivery of the Indenture and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), which conflict, breach or default would materially impair the ability of the Trustee to perform its obligations under the Indenture, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Indenture; and (e) to the best of the knowledge of the Trustee, it has not been served with any action, suit, proceeding, inquiry or investigation in law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoining the execution and delivery of the Bonds or the collection of revenues to be applied to pay the principal, premium, if any, and interest with respect to the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Indenture, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or funding would materially adversely affect the validity or enforceability of the Indenture or the power and authority of the Trustee to enter into and perform its duties under the Indenture and to authenticate and deliver the Bonds to or upon the order of the Underwriter;

13. An opinion of counsel to the Trustee dated the Closing Date, addressed to the Underwriter, and the Community Facilities District to the effect that (i) the Trustee

is a national banking association duly organized and validly existing under the laws of the jurisdiction of its organization and has the corporate power to execute and deliver the Indenture, (ii) the execution and delivery by the Trustee of the Indenture, and its performance of its obligations under the Indenture, have been and are as of the date hereof duly authorized by all necessary corporate action, (iii) no approval, authorization or other action by, or filing with, any governmental body or regulatory authority (which has not been obtained) is required in connection with the due execution, delivery and performance by the Trustee of the Indenture, (iv) the Indenture has been duly executed and delivered and constitutes the valid and legally binding obligation of the Trustee enforceable against it in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought as a proceeding in equity or at law), and (v) the Bonds have been duly authenticated and delivered by the Trustee;

14. A certificate of the Community Facilities District dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

15. Opinions of counsel to the Developer, dated the date of the Closing, addressed to the Underwriter and the Community Facilities District, in form and substance acceptable to the Underwriter and Bond Counsel;

16. Prior to and in connection with printing and distribution of the Preliminary Official Statement, an executed certificate of the Developer in substantially the form attached hereto as Exhibit B or as such certificate may be modified with the approval of the Underwriter and Disclosure Counsel;

17. A closing certificate of the Developer in the form attached hereto as Exhibit C or as such closing certificate may be modified with the approval of the Underwriter and Disclosure Counsel;

18. The Developer Continuing Disclosure Certificate executed and delivered by the Developer in substantially the form attached as Appendix G to the Official Statement;

19. An opinion of Kutak Rock LLP, Irvine, California, counsel to the Underwriter ("Underwriter's Counsel"), dated the date of Closing and addressed to the Underwriter in form and substance acceptable to the Underwriter;

20. A certificate of the Municipal Advisor to the effect that the Municipal Advisor has participated in the preparation of the Preliminary Official Statement and the Official Statement and nothing has come to the attention of the Municipal Advisor which would lead it to believe that the Preliminary Official Statement or the Official Statement contain any untrue statement of a material fact or omits to state a fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

21. A copy of the Community Facilities District's executed Blanket Letter of Representation to DTC; and

22. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the Community Facilities District contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Community Facilities District at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the Community Facilities District in connection with the transactions contemplated hereby and by the Indenture and the Official Statement.

All of the opinions, letters, certificates, instruments and other documents mentioned in this Purchase Agreement will be deemed to be in compliance with the provisions of this Purchase Agreement if, but only if, they are in form and substance satisfactory to the Underwriter. If the Community Facilities District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Community Facilities District nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the Community Facilities District set forth in Section 9 hereof shall continue in full force and effect.

8. Termination Events. In recognition of the desire of the Community Facilities District and the Underwriter to effect a successful public offering of the Bonds, and in view of the potential adverse impact of any of the following events on such a public offering, this Purchase Agreement shall be subject to termination in the discretion of the Underwriter by notification, in writing, to the Community Facilities District prior to delivery of and payment for the Bonds, if between the date hereof and the time of Closing, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "Termination Event"):

A. the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

1. legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Bonds;

2. there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

3. a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of U.S. Securities and Exchange Commission ("SEC") or any other governmental authority having jurisdiction; or

4. legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Securities, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

5. except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Community Facilities District shall have occurred; or

B. any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Community Facilities District refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

C. a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

D. a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

E. any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

F. a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering

or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939; or

G. the commencement of one or more Actions.

Subject to Section 9, upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the Community Facilities District and the Underwriter under this Purchase Agreement shall terminate, without further liability.

9. Expenses. Whether or not the Bonds are sold to the Underwriter as set forth herein:

A. The Underwriter shall be under no obligation to pay any expenses incident to the performance of the obligations of the Community Facilities District hereunder. If the Bonds are delivered by the Community Facilities District, the Community Facilities District shall pay, from the proceeds of the Bonds or from other funds of the Community Facilities District, the following expenses: (a) the cost of preparing, duplicating or printing, mailing and delivering the Community Facilities District Documents, the Preliminary Official Statement, the Official Statement and all other agreements and documents that are contemplated hereby (and drafts of any thereof); (b) the cost of preparation and printing of the definitive Bonds; (c) the fees and expenses of the Community Facilities District, the Trustee, Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Special Tax Consultant, the Appraiser, any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the Community Facilities District; (d) the charges of any rating agency with respect to the Bonds; (e) reimbursement to the Underwriter for payment of any fees and expenses reasonably incurred in connection with the initial offering, sale and delivery of the Bonds, including but not limited to industry fees (e.g., DTC, DAC, IPREO, CUSIP and Day Loan fees) only if the Community Facilities District and Underwriter have previously discussed and approved the allocation of proceeds towards these fees, and meal and travel expenses of the personnel of the Community Facilities District, but not including entertainment expenses or those to be paid by the Underwriter pursuant to the last paragraph of this Section 9, and (f) all other fees and expenses, not including entertainment expenses, reasonably incurred in connection with the preparation of the Community Facilities District Documents, the Preliminary Official Statement, the Official Statement and all other agreements and documents that are contemplated hereby (and drafts of any thereof) and/or the initial offering, sale and delivery of the Bonds. The Community Facilities District has authorized, and does hereby authorize, the Underwriter to pay such expenses on behalf of the Community Facilities District from proceeds of the Bonds at Closing as further described in the closing memorandum relating to the Bonds.

B. If the Bonds are sold to the Underwriter by the Community Facilities District, the Community Facilities District shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

Except as otherwise provided in this Section 9, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above, including fees and disbursements of Underwriter's Counsel.

10. Use of Documents. The Community Facilities District hereby authorizes the Underwriter to use, in connection with the public offering and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Community Facilities District Documents, and the information contained herein and therein.

11. Qualification of Bonds. The Community Facilities District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and to provide for the continuance of such qualification; *provided, however*, that the Community Facilities District will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

12. Notices. Any notice or other communication to be given to the Community Facilities District under this Purchase Agreement may be given by delivering the same in writing to the City of Wildomar, 23873 Clinton Keith Road, Suite 110, Wildomar, California 92595, Attention: City Manager; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 2321 Rosecrans Avenue, Suite 3200, El Segundo, California 90245, Attention: Public Finance.

13. Benefit. This Purchase Agreement is made solely for the benefit of the Community Facilities District and Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Community Facilities District contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds hereunder; or (iii) any termination of this Purchase Agreement.

14. Survival of Representations and Warranties. The representations and warranties of the Community Facilities District under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the Community Facilities District and regardless of delivery of and payment for the Bonds.

15. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

16. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Community Facilities District and shall be valid and enforceable as of the time of such acceptance.

17. No Prior Agreements. This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

18. Waiver of Jury Trial. THE COMMUNITY FACILITIES DISTRICT HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

19. Governing Law. This Purchase Agreement shall be governed by the laws of the State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS

20. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Community Facilities District and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

PIPER SANDLER & CO.

By: _____
Its: Managing Director

The foregoing is hereby agreed to and
accepted as of the date first above written:

**COMMUNITY FACILITIES DISTRICT NO. 2023-1
OF THE CITY OF WILDOMAR**

By: _____
Authorized Officer

Time of Execution: _____ California time

EXHIBIT A

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
OF THE CITY OF WILDOMAR
SPECIAL TAX BONDS, SERIES 2026

MATURITY SCHEDULE

Maturity (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*10% Test Satisfied*[*]	*10% Test Not Satisfied*	*Hold-The-Offering-Price Used*
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
20__[(T)]							
20__[(T)]							
20__[(T)]							
20__[(T)]							

[(T)] Term Bond.
[(C)] Priced to optional redemption date of September 1, 20__ at [par].
[*] At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

REDEMPTION PROVISIONS

Optional Redemption. The Bonds may be redeemed at the option of the District from any source of funds on any Interest Payment Date on or after September 1, 20__, in whole or in part, from such maturities as are selected by the District and by lot within a maturity, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the date of redemption:

Redemption Date	***Redemption Price***
September 1, 20-- and March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

In the event that the District elects to redeem Bonds as provided above, the District will give written notice to the Trustee of its election to so redeem, the redemption date and the principal amount of the Bonds of each maturity to be redeemed. The notice to the Trustee will be given at least 45 but no more than 60 calendar days prior to the redemption date, or by such later date as is acceptable to the Trustee.

Special Mandatory Redemption from Special Tax Prepayments. The Bonds are subject to special mandatory redemption as a whole or in part on a pro rata basis among maturities and by lot within a maturity, on any Interest Payment Date on or after September 1, 20__, and will be redeemed by the Trustee, from any amounts paid by the District to the Trustee and designated by the District as a prepayment of Special Taxes for one or more parcels in the District made in accordance with the Rate and Method deposited to the Redemption Account pursuant to the Indenture, plus amounts transferred from the Reserve Account pursuant to the Indenture, at the following redemption prices, expressed as a percentage of the principal amount to be redeemed, together with accrued interest to the redemption date:

Redemption Date	***Redemption Price***
Any Interest Payment Date from September 1, 20__ through March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Bonds maturing on September 1, 20__ (the "20__ Term Bonds") will be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Indenture, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption will be selected by the Trustee by lot and will be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	*Sinking Fund Payments*

* Maturity.

The Bonds maturing on September 1, 20__ (the "20__ Term Bonds") will be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Indenture, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption will be selected by the Trustee by lot and will be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	*Sinking Fund Payments*

* Maturity.

The Bonds maturing on September 1, 20__ (the "20__ Term Bonds") will be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Indenture, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption will be selected by the Trustee by lot and will be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	*Sinking Fund Payments*

* Maturity.

The Bonds maturing on September 1, 20__ (the "20__ Term Bonds") will be called before maturity and redeemed, from the Sinking Fund Payments that have been deposited into the Redemption Account established under the Indenture, on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The 20__ Term Bonds so called for redemption will be selected by the Trustee by lot and will be redeemed at a redemption price for each redeemed 20__ Term Bond equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, as follows:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	*Sinking Fund Payments*

* Final Maturity.

EXHIBIT B

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
OF THE CITY OF WILDOMAR
SPECIAL TAX BONDS, SERIES 2026

CERTIFICATE OF
D.R. HORTON LOS ANGELES HOLDING COMPANY, INC.

[POS Date]

Community Facilities District No. 2023-1 (Avalino)
of the City of Wildomar
23873 Clinton Keith Road, Suite 110,
Wildomar, California 92595

Piper Sandler & Co.
2321 Rosecrans Avenue, Suite 3200
El Segundo, CA 90245

Ladies and Gentlemen:

Reference is made to the Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Special Tax Bonds, Series 2026 (the "**Bonds**") and to the Bond Purchase Agreement to be entered into in connection therewith (the "**Bond Purchase Agreement**"). This Certificate of D.R. Horton Los Angeles Holding Company, Inc. (the "**Certificate**") is delivered pursuant to and in satisfaction of Section 7(F)(16) of the Bond Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Bond Purchase Agreement.

The undersigned certifies and represents that he is duly authorized on behalf of D.R. Horton Los Angeles Holding Company, Inc., a California corporation (the "**Developer**"), to execute and deliver this Certificate in connection with the issuance, sale and delivery by Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar (the "**Community Facilities District**") of the Bonds. The Bonds are described in the Preliminary Official Statement dated [POS Date] relating to the Bonds (the "**Preliminary Official Statement**").

As used herein, the phrase "**Actual Knowledge of the Developer**" shall mean the knowledge that the undersigned has or has obtained through (i) interviews with such current officers and responsible employees of the Developer and its Relevant Entities as the undersigned has determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Certificate, and/or (ii) inspection of documents in the possession of the Developer that were reasonably available to the undersigned and which the undersigned has determined are necessary for the undersigned to sign this Certificate. With your permission, the undersigned has not conducted any additional or extraordinary inspection or inquiry other than such inspections and inquiries as are prudent and customary in connection with

the ordinary course of the Developer's business and operations. Individuals who are no longer employed by the Developer or its Relevant Entities have not been contacted.

As used herein, "**Relevant Entity**" means, with respect to the Developer, any other person or entity (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by or under common control with the Developer, and (ii) for whom information, including financial information or operating data, concerning such person or entity is material to an evaluation of the Community Facilities District and investment decision regarding the Bonds (i.e. such person or entity's assets or funds would materially affect the Developer's ability to develop its Property (defined herein) as described in the Preliminary Official Statement or to pay its Special Taxes on the Property (prior to delinquency) to the extent the responsibility of the Developer.

The undersigned certifies that he or she is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Developer, and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer is duly formed, validly existing and in good standing under the laws of the State of California, and has all requisite corporate right, power, and authority: (i) to execute and deliver the Developer Continuing Disclosure Certificate at Closing (the "**Disclosure Certificate**"), and perform its obligations thereunder, and (ii) to own and develop the Property as described in the Preliminary Official Statement.

2. The Developer agrees to execute at Closing, the Disclosure Certificate substantially in the form attached as part of Appendix G to the Preliminary Official Statement relating to the Bonds (the "**Preliminary Official Statement**"), with such additional changes as may be agreed upon by the Developer.

3. To the Actual Knowledge of the Developer, the execution and delivery of the Disclosure Certificate, and the performance by the Developer of its obligations under the Disclosure Certificate, will not conflict with or constitute a breach of or default under any loans, lines of credit, credit agreements, or other material contractual or financial obligations of the Developer, or any applicable law, regulation, judgment or decree.

4. As set forth in the Preliminary Official Statement, certain property within the Community Facilities District is held in the name of the Developer (herein the "**Property**").

5. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Developer, the Developer has not violated any applicable law or administrative rule or regulation of the State of California or the United States of America, or of any department, division, agency or instrumentality of either thereof, which violation could reasonably be expected to materially and adversely affect the Developer's ability to develop the Property as described in the Preliminary Official Statement or to pay the applicable Special Tax due with respect to the Property (to the extent the responsibility of the Developer) prior to delinquency.

6. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Developer, (a) the Developer is not in breach of or in default under any or under any applicable court or administrative judgment or decree or any loan agreement, line of credit, note, bond, indenture, fiscal agent agreement, development

agreement (including mitigation agreements or joint community facilities agreements) (collectively, the "**Material Agreements**") to which the Developer is a party or is otherwise subject or bound, which breach or default could reasonably be expected to materially and adversely affect the ability of the Developer to perform its obligations under the Disclosure Certificate, to develop the Property as described in the Preliminary Official Statement or to pay the applicable Special Tax due with respect to the Property (to the extent the responsibility of the Developer) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach of or default under any Material Agreement which could reasonably be expected to materially and adversely affect the ability of the Developer to perform its obligations under the Disclosure Certificate, to develop the Property as described in the Preliminary Official Statement or to pay the applicable Special Tax due with respect to the Property (to the extent the responsibility of the Developer) prior to delinquency.

7. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Developer, there are no material loans outstanding and unpaid and no material lines of credit of the Developer or its Relevant Entities that are secured by an interest in the Property. To the Actual Knowledge of the Developer, the Developer is not currently in default on any loans, lines of credit or other financial obligation, the result of which could reasonably be expected to materially and adversely affect the Developer's ability to complete the development of the Property as described in the Preliminary Official Statement.

8. To the Actual Knowledge of the Developer, the Developer is not currently delinquent in any material amount in the payment of *ad valorem* property taxes, special assessments or special taxes on the Property. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Developer, the Developer has not been delinquent in the last five years in the payment of special assessments or special taxes on property in California owned by the Developer during the period of its ownership included within the boundaries of a community facilities district or assessment district within California that caused a draw on a reserve fund relating to such assessment district or community facilities district financing.

9. As of the date hereof, to the Actual Knowledge of the Developer, the statements in the Preliminary Official Statement solely with respect to the Developer, the Property and the proposed development of the Property as described under the captions entitled "PROPERTY OWNERSHIP AND THE DEVELOPMENT" and "CONTINUING DISCLOSURE— Developer Continuing Disclosure" (but, in all cases under all captions excluding (i) information regarding the appraisal, market value ratios and annual special tax ratios, (ii) information which is identified as having been provided by a source other than the Developer, and (iii) information about valuation, appraisals, market absorption, archaeological or environmental matters), are true and correct in all material respects and do not contain any untrue statement of any material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

10. Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court,

regulatory agency, or public board or body is pending against the Developer (with proper service of process to the Developer having been accomplished), or to the Actual Knowledge of the Developer, is overtly threatened in writing against the Developer, (i) in any way questioning the due formation and valid existence of the Developer, (ii) in any way seeking to challenge or affect the validity and enforceability of any governmental agreements or approvals necessary for the development of the Property, or seeking to restrain or enjoin continuation and/or completion of the development of the Property as described in the Preliminary Official Statement, (iii) in any way seeking to invalidate or set aside any material agreement relating to the development of the Property, (iv) in any way seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Indenture, or the collection or application of the Special Taxes pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, (v) in any way contesting or affecting the validity or enforceability of the Bonds, the Resolution or the Indenture, or (vi) in any way contesting the completeness or accuracy of the Preliminary Official Statement, or (vii) in any way contesting the validity or enforceability of the Disclosure Certificate, or the power and authority of the Developer to enter into and perform its obligations under the Disclosure Certificate.

11. To the Actual Knowledge of the Developer, the Developer is able to pay its bills as they become due and no legal proceedings are pending against the Developer (with proper service of process to the Developer having been accomplished) or, to the Actual Knowledge of the Developer, overtly threatened in writing, in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts

12. The Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Developer and its Relevant Entities which it controls will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which seeks to challenge or overturn the formation or existence of the Community Facilities District, the authorization of the Special Taxes or the validity of the Bonds or the pledge and assignment of the Special Taxes to secure payment of the Bonds or the proceedings taken for their issuance. The foregoing covenant shall not prevent the Developer from bringing any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, (a) contending that the Special Taxes have not been levied in accordance with the methodologies contained in the Rate and Method of Apportionment of Special Taxes for the Community Facilities District pursuant to which the Special Taxes are levied, (b) with respect to the application or use of the Special Taxes levied and collected, or (c) enforcing the obligations of the Community Facilities District or the City under the formation resolutions or any agreement including without limitation, the Resolution of Formation, the Indenture, the Disclosure Certificate, the Bond Purchase Agreement, or any other agreements between or among the Developer, its Relevant Entities, the Community Facilities District, and/or the City or to which the Developer or its Relevant Entities is a party or beneficiary.

13. To the Actual Knowledge of the Developer, there are no claims, disputes, lawsuits, or actions pending against the Developer (with proper service of process to the

Developer having been accomplished) or overtly threatened in writing against the Developer, nor, to the Actual Knowledge of the Developer, are there any contingent liabilities of, among, by or between the Developer or any Relevant Entity, in each such case which is reasonably expected to materially and adversely affect the ability of the Developer to develop the Property as described in the Preliminary Official Statement, or, when executed, to comply with its obligations under the Disclosure Certificate.

14. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Developer, the Developer is not aware of any State of California or federally classified hazardous substances located on the Property and does not believe that such a current liability exists with respect to any portion of the Property owned by the Developer.

15. Except as disclosed in the Preliminary Official Statement, the Developer has not submitted an application for, nor received actual notice of, (a) the formation or authorization of any assessment district or community facilities district which would include any portion of the Property, or (b) the authorization or issuance of any debt secured by a special tax or assessment to be levied on any portion of the Property.

16. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Developer, the Developer is not aware of any material failures by it to comply in all material respects with previous continuing disclosure undertakings in a written certificate or agreement executed by it to provide periodic continuing disclosure reports or notices of material events respecting securities offerings in California within the past five years.

17. The Developer agrees to deliver a Closing Certificate dated the date of the Closing Date, in substantially the form attached as Exhibit C to the Bond Purchase Agreement. If any event related to or affecting the Developer, its Relevant Entities or the development and sale of the Property occurs, as a result of which it is necessary to modify the form or Closing Certificate, the Developer agrees to deliver at the time of issuance of the bonds a new form of Closing Certificate revised to reflect such event.

18. An appraisal of the taxable properties within the Community Facilities District, dated November 17, 2025 (the "**Appraisal Report**"), with a date of value of November 3, 2025 (the "**Date of Value**"), was prepared by Stephen G. White, MAI, Fullerton, California (the "**Appraiser**"). The Appraisal Report estimates the market value of the appraised taxable properties within the Community Facilities District as of the Date of Value. To Actual Knowledge of the Developer, all information submitted by, or on behalf of and authorized by, the Developer to the Appraiser and contained in the sections of the Appraisal Report highlighted in yellow or circled in Appendix B attached hereto, was true and correct in all material respects as of the Date of Value.

19. The Developer has received a copy of the Bond Purchase Agreement and acknowledges and agrees that the representations and covenants on its part contained in this Certificate are given as a condition to the issuance of the Bonds by the Community Facilities District and the underwriting of the Bonds by the Underwriter, and that the Community Facilities District and the Underwriter would not so issue and so underwrite the Bonds, respectively, without the representations and covenants contained herein.

The undersigned has executed this Certificate solely in his or her capacity as an authorized officer or representative of the Developer and he or she will have no personal liability, individually or collectively, arising from or relating to this Certificate. Any liability arising from or relating to this Certificate may only be asserted against the Developer.

This Certificate has been executed as of the date first written above.

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

By:_____
Name:_____
Title:_____

[EXECUTION PAGE OF CERTIFICATE OF
D.R. HORTON LOS ANGELES HOLDING COMPANY, INC.]

EXHIBIT C

$_____
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
OF THE CITY OF WILDOMAR
SPECIAL TAX BONDS, SERIES 2026

CLOSING CERTIFICATE OF D.R. HORTON LOS ANGELES HOLDING COMPANY, INC.

[Closing Date]

Community Facilities District No. 2023-1 (Avalino)
of the City of Wildomar
23873 Clinton Keith Road, Suite 110,
Wildomar, California 92595

Piper Sandler & Co.
2321 Rosecrans Avenue, Suite 3200
El Segundo, CA 90245

Ladies and Gentlemen:

Reference is made to the Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Special Tax Bonds, Series 2026 (the "**Bonds**") and to the Bond Purchase Agreement (the "**Bond Purchase Agreement**") executed by and between Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar (the "**Community Facilities District**") and Piper Sandler & Co. (the "**Underwriter**"), entered into in connection therewith. This Closing Certificate of D.R. Horton Los Angeles Holding Company, Inc. (the "**Closing Certificate**") is delivered by D.R. Horton Los Angeles Holding Company, Inc., a California corporation (the "**Developer**") pursuant to the Bond Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Certificate of D.R. Horton Los Angeles Holding Company, Inc., dated [POS Date] (the "**Certificate**"), delivered by the Developer.

The undersigned certifies that he or is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Developer, and the undersigned, on behalf of the Developer, further certifies as follows:

1. The Developer has received the final Official Statement relating to the Bonds, dated [BPA Date] (the "**Official Statement**"). Each statement, representation and warranty made in the Certificate is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Official Statement shall be deemed to be references to the Official Statement.

2. To the Actual Knowledge of the Developer, no event has occurred since the date of the Preliminary Official Statement affecting the statements and information contained in the Sections

of the Official Statement described in Paragraph 9 of the Certificate relating to the Developer, the Property and the proposed development of the Property, which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Official Statement not misleading in any material respect.

3. For the period through 25 days after the "**End of the Underwriting Period**" as referenced in Section 3(D) of the Bond Purchase Agreement (provided the Developer may assume the End of the Underwriting Period is the Closing Date (as defined in the Bond Purchase Agreement), unless it receives written notice from the Underwriter that the End of the Underwriting Period is later than the Closing Date), if any event relating to or affecting the Developer, its Relevant Entities, or the development of the Property shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the Community Facilities District, to amend or supplement the Official Statement in order to make the information under the sections of the Official Statement indicated in Paragraph 9 of the Certificate (and subject to limitations and exclusions contained in Paragraph 9 of the Certificate) not misleading in the light of the circumstances under which they were made, the Developer shall reasonably cooperate with the Community Facilities District and the Underwriter in the preparation of a supplement or amendment to the information described under the sections of the Official Statement indicated in Paragraph 9 of the Certificate (and subject to the limitations and exclusions contained in Paragraph 9 of the Certificate) in form and substance satisfactory to the Underwriter and counsel to the Community Facilities District, which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4. The Developer has duly executed and delivered the Disclosure Certificate.

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

By:_____

Name:_____

Title:_____

[EXECUTION PAGE OF CLOSING CERTIFICATE OF
D.R. HORTON LOS ANGELES HOLDING COMPANY, INC.]

EXHIBIT D

FORM OF OPINION OF THE ISSUER'S COUNSEL

[Closing Date]

Community Facilities District No. 2023-1
(Avalino) of the City of Wildomar
Wildomar, California

Piper Sandler & Co.
El Segundo, California

Re: $_____ Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar Special Tax Bonds, Series 2026

Ladies and Gentlemen:

I am the City Attorney of the City of Wildomar (the "City"), and in such capacity I have acted as counsel ("Issuer's Counsel") to Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar (the "Community Facilities District") in connection with the issuance of the above-referenced bonds (the "Bonds"). This opinion is rendered at the request of the City and is satisfaction of the condition set forth in Section 7(F)(8) of that certain Bond Purchase Agreement, dated [BPA Date] (the "Bond Purchase Agreement"), by and between Piper Sandler & Co., as underwriter, and the Community Facilities District, relating to the Bonds. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Bond Purchase Agreement.

In rendering this opinion, I have examined and relied upon originals or copies of the following upon which, with your permission, I am relying, without further inquiry or investigation: (i) the Community Facilities District Resolution of Issuance, (ii) the Formation Documents consisting of Resolution No. 2023-37, Resolution No. 2023-38, Resolution No. 2023-48, Resolution No. 2023-49, and Ordinance No. 235, (iii) the Community Facilities District Documents, and (iv) the Official Statement, relating to the Bonds. In rendering this opinion, I have made such other investigations of law and facts as I have deemed necessary, and as to questions of fact material to my opinions, I have relied upon representations of the Community Facilities District contained in the Community Facilities District Documents and in the certified proceedings and other certifications of public officials and others furnished in connection with the closing of the subject transaction, without undertaking to verify the same by independent investigation.

. Acceptance of this opinion letter by you shall conclusively operate as your acknowledgement that this opinion letter is limited to and addresses all of the specific legal issues that are to be dealt with in our opinions set forth herein and no opinions are implied or may be inferred beyond the matters expressly stated herein.

The opinions expressed herein may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken any duty, and we expressly disclaim any

responsibility, to advise you as to actions taken or omitted or events occurring after the date hereof with respect to the Bonds or other matters concerning the Community Facilities District or the City.

In my examination, I have assumed, without independent investigation, the authenticity and completeness of all documents submitted to or reviewed by me as originals, the conformity in all respects to authentic originals of all documents submitted to or reviewed by me as certified or photostatic copies, and the accuracy of the statements and representations contained in such documents. In addition, I have assumed that each party to the documents referenced herein, other than the Community Facilities District and the City, has the power to enter into and perform its obligations thereunder and has duly authorized, executed, and delivered such documents.

Whenever a statement herein is qualified by "to my knowledge," it shall be deemed to indicate that, during the course of my representation of the Community Facilities District in connection with this transaction, no information that would give me current actual knowledge of the inaccuracy of such statement has come to my attention. I have not, however, undertaken any independent investigation to determine the accuracy of such statements, and any limited inquiry undertaken by me during the preparation of this opinion letter should not be regarded as such investigation. No inference as to my knowledge of any matters bearing upon the accuracy of any such statements should be drawn from the fact of my representation of the Community Facilities District or the City.

My opinions set forth herein do not extend to, and I express no opinions herein with respect to, any laws other than the laws of the State of California, but exclusive of the tax and securities laws, rules and regulations of the State of California and the laws of the State of California relating to debt limitations and restrictions applicable to public entities.

On the basis of, and subject to and in reliance upon, the foregoing and the other qualifications and limitations set forth in this opinion letter, I am of the opinion that:

(i) the City is a municipal corporation and general law city, duly organized and existing under the Constitution and the laws of the State of California;

(ii) the Community Facilities District is duly organized and validly existing as a community facilities district under and by virtue of the Constitution and laws of the State of California;

(iii) the Community Facilities District Resolution of Issuance and the Formation Documents have been duly adopted at meetings of the City Council of the City acting as the legislative body of the Community Facilities District, which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Community Facilities District Resolution of Issuance and the Formation Documents are in full force and effect and have not been modified, amended, rescinded or repealed since the respective dates of their adoption;

(iv) the Community Facilities District Documents and the Official Statement have been duly authorized, executed and delivered by the Community Facilities District;

(v) except as may be stated in the Official Statement, to my knowledge, there is no action, suit, proceeding or investigation before or by any court, public board or body pending (proper

notice or process of which has been served on the City or the Community Facilities District) or overtly threatened in writing : (a) challenging the creation, organization, existence or powers of the City or the Community Facilities District, or the titles of their members and officers to their respective offices; or (b) challenging the validity of the Community Facilities District Documents or seeking to restrain or enjoin the repayment of the Bonds or contesting the validity of the Community Facilities District Documents or contesting the authority of the Community Facilities District to enter into or perform its obligations under any of the Community Facilities District Documents; or (c) questioning the right of the Community Facilities District to use Special Tax levied within the Community Facilities District for the repayment of the Bonds or the right or ability of the Community Facilities District to collect or pledge the Special Tax levied within the Community Facilities District for the repayment of the Bonds;

(vi) to my knowledge, the execution and delivery of the Bonds and the Community Facilities District Documents, and compliance with the provisions of each, will not conflict with or constitute a breach of or default under any material loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument of which the Community Facilities District is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Community Facilities District to perform its obligations under the Bonds or the Community Facilities District Documents;

(vii) To my knowledge, the Community Facilities District is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any material loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject, which breach or default would materially adversely affect the Community Facilities District's ability to enter into or perform its obligations under the Community Facilities District Documents.

This letter is furnished by me as Issuer's Counsel. Other than the City and the Community Facilities District, no attorney-client relationship has existed or exists between the Issuer's Counsel and you in connection with the Bonds or by virtue of this letter. I disclaim any obligation to update this letter. This letter is delivered to the addresses, is solely for their benefit and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person; provided, however, an information copy may be included in the transcript of the proceedings for the Bonds. This letter is not intended to, and may not, be relied upon by owners of the Bonds.

I bring to your attention the fact that our legal opinions are an expression of professional judgment and are not a guarantee of a result.

Respectfully submitted,

EXHIBIT E

$_____
COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
OF THE CITY OF WILDOMAR
SPECIAL TAX BONDS, SERIES 2026

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Sandler & Co. ("Piper Sandler") hereby certifies as set forth below with respect to the sale and delivery of the above-captioned obligations (the "Bonds") based upon the information available to it.

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Issuer* means Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Underwriter* means: (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public; and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper Sandler's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Stradling Yocca Carlson &

Rauth LLP, Newport Beach, California, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein.

PIPER SANDLER & CO.

By:_____

Name:_____

Dated: [Closing Date]

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES

[TO BE ATTACHED]

APPRAISAL REPORT

COVERING

Community Facilities District No. 2023-1 (Avalino)
of the City of Wildomar

DATE OF VALUE:

November 3, 2025

SUBMITTED TO:

City of Wildomar
23873 Clinton Keith Rd.
Wildomar, CA 92595

Attn: Adam Jantz
Finance Manager

DATE OF REPORT:

November 17, 2025

SUBMITTED BY:

Stephen G. White, MAI
1801 Lexington Dr.
Fullerton, CA 92835

Stephen G. White, MAI

Real Estate Appraiser

1801 LEXINGTON DRIVE · FULLERTON, CALIFORNIA 92835
(714) 738-1595 · swhite@white-appraisal.com

November 17, 2025

City of Wildomar
23873 Clinton Keith Rd.
Wildomar, CA 92595

Re: Community Facilities District No. 2023-1
(Avalino) of the City of Wildomar

Attn: Adam Jantz
Finance Manager

Dear Mr. Jantz:

In accordance with your request and authorization, I have completed an appraisal of the taxable properties within the above-referenced Community Facilities District (CFD). These properties consist of 117 single-family lots that are being developed by D.R. Horton with a neighborhood of homes called Avalino. As of the November 3, 2025 date of value for this appraisal there were 79 completed-closed homes (closed builder sales), 9 completed-unclosed homes (including the 2 models), 9 homes under construction, and 20 vacant lots.

The purpose of this appraisal is to estimate the aggregate market value of the as is condition of these taxable properties, with the values allocated to Individual Owners (completed-closed homes) and to Builder Ownership (completed-unclosed homes, homes under construction and vacant lots). This appraisal reflects the proposed CFD bond financing, with the effective tax rate of just under 2.0% based on the average appraised value for the completed-closed homes and including special taxes of this CFD and other overlapping debt.

Based on the general inspections of the properties and analysis of matters pertinent to value, the following conclusions of market value have been arrived at, subject to the Assumptions and Limiting Conditions, and as of November 3, 2025:

Ownership	No. Lots	Market Value
Individual Owners (completed-closed homes):	79	$57,275,000
Builder Ownership (completed-unclosed homes):	9	$5,220,000
Builder Ownership (homes under construction):	9	$3,050,000
Builder Ownership (vacant lots):	20	$4,850,000
	117	$70,395,000

$70,395,000

(SEVENTY MILLION THREE HUNDRED NINETY-FIVE THOUSAND DOLLARS)

The following is the balance of this 38-page Appraisal Report which includes the Certification, Assumptions and Limiting Conditions, definitions, property data, exhibits, valuation and market data from which the value conclusions were derived.

Sincerely,

Stephen G. White, MAI
(State Certified General Real Estate
Appraiser No. AG013311)

SGW:sw
Ref: 25019

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APPRAISAL SUMMARY

Property Type:	79 completed-closed homes, 9 completed-unclosed homes, 9 homes under construction & 20 vacant lots; 117 total lots
Ownership:	Individual Owners (completed-closed homes) Builder Ownership (completed-unclosed homes, homes under construction & vacant lots)
Date of Value/Effective Date of the Appraisal:	November 3, 2025
Date of Report:	November 17, 2025
Location:	SW/S Palomar St. at Starbuck Cr. and at Olivet Way, Wildomar
APN:	380-550-001 to 071 380-560-001 to 013 380-561-001 to 010 380-570-001 to 023
Legal Description:	Lots 1 to 117 of Tract No. 31896
No. Lots/Lot Sizes:	117 lots, ±7,200 s.f. minimum size (8,308 s.f. average)
Home Sizes:	1,898 s.f. to 3,015 s.f.
Years Built:	2024 to current/ongoing
Highest & Best Use:	As Improved/As Planned
Method of Analysis:	Sales Comparison Approach/Mass Appraisal
Value Conclusions:	79 Completed-Closed Homes: $57,275,000 9 Completed-Unclosed Homes: $ 5,220,000 9 Homes Under Construction: $ 3,050,000 20 Vacant Lots: $ 4,850,000 Total: $70,395,000

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the properties that are the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the properties that are the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
- I have made a general inspection of the properties that are the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this Certification, other than data research by my associate, Kirsten Patterson.
- I have performed no services, as an appraiser or in any other capacity, regarding the subject properties within the three-year period prior to accepting this assignment.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

Stephen G. White, MAI
(State Certified General Real Estate
Appraiser No. AG013311)

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal has been based upon the following assumptions and limiting conditions:

1. No responsibility is assumed for the legal descriptions provided or for matters pertaining to legal or title considerations. Title to the properties is assumed to be good and marketable unless otherwise stated.

2. The properties are appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

5. All engineering studies, if applicable, are assumed to be correct. Any plot plans or other illustrative material in this report are included only to help the reader visualize the property.

6. It is assumed that there are no hidden or unapparent conditions of the properties, subsoil, or structures that render them more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.

7. It is assumed that the properties are in full compliance with all applicable federal, state and local environmental regulations and laws unless the lack of compliance is stated, described and considered in the appraisal report.

8. It is assumed that the properties conform to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described and considered in the appraisal report.

9. It is assumed that all required licenses, certificates of occupancy, consents and other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in the report are based.

10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the properties described and that there are no encroachments or trespasses unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the properties, was not observed by the appraiser. However, the appraiser is not qualified to detect such substances. The presence of such substances may affect the value of the property, but the values estimated in this

appraisal are based on the assumption that there is no such material on or in the properties that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client should retain an expert in this field, if desired.

12. Possession of this report, or a copy thereof, does not carry with it the right of publication, unless otherwise authorized. It is understood and agreed that this report will be utilized in the Official Statement, as required for the within-referenced CFD bond issuance.

13. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the properties in question unless arrangements have previously been made.

EXTRAORDINARY ASSUMPTIONS

1. It has been assumed that there are no soil, geologic, seismic or environmental conditions that would negatively impact the existing or planned uses or valuation of the subject properties.

2. An estimate of the remaining costs and fees to get the subject lots from their as is condition to finished lot condition has been provided by the builder/property owner, and these estimates have been relied upon in this appraisal as being reasonably accurate and reliable; in addition, the valuations have reflected the proposed CFD bond financing such that the deductions of estimated remaining costs/fees do not include any amounts that are to be funded by the planned CFD bond proceeds.

PURPOSE AND INTENDED USE/USER OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the as is condition of the taxable properties located within Community Facilities District No. 2023-1 (Avalino) of the City of Wildomar, reflecting the proposed CFD bond financing. It is intended that this Appraisal Report is to be used by the client, consisting of the City of Wildomar, and other appropriate parties as part of the planned CFD bond issuance.

SCOPE OF THE APPRAISAL

It is the intent of this appraisal that all appropriate data considered pertinent in the valuation of the subject properties be collected, confirmed and reported in an Appraisal Report, in conformance with the Uniform Standards of Professional Appraisal Practice and the guidelines of the California Debt and Investment Advisory Commission. The scope of work has included an identification of the appraisal problem to be solved, which in this case is the market value of the taxable subject properties in as is condition as of the date of value of the appraisal; a general inspection of the subject properties and their surroundings; obtaining of pertinent property data on the subject properties, including review of various maps and documents relating to the properties and the home development; obtaining of comparable home sales and land sales from a variety of sources; analysis of all of the data to the value conclusions; and completion of the Appraisal Report.

DATE OF VALUE (EFFECTIVE DATE OF THE APPRAISAL)

The date of value or effective date of the appraisal is November 3, 2025.

PROPERTY RIGHTS APPRAISED

This appraisal is of the fee simple interest in the subject properties, subject to the applicable CFD special tax and assessment liens.

DEFINITION OF MARKET VALUE

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. (The Dictionary of Real Estate Appraisal, Seventh Edition)

DEFINITION OF FEE SIMPLE INTEREST (ESTATE)

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (The Dictionary of Real Estate Appraisal, Seventh Edition)

DEFINITION OF MASS APPRAISAL

The process of valuing a universe of properties as of a given date using standard methodology, employing common data, and allowing for statistical testing. (USPAP, 2020-2021 ed.) Often associated with real property tax assessment valuation. (The Dictionary of Real Estate Appraisal, Seventh Edition)

DEFINITION OF FINISHED LOT

This term describes the condition of residential lots in a residential subdivision for homes in which the lots are fully improved and ready for homes to be built. This reflects that the lots have all development entitlements, infrastructure improvements completed, finish grading completed, all in-tract utilities extended to the property line of each lot, street improvements completed, common area improvements/landscaping (associated with the tract) completed, resource agency permits (if necessary), and all development fees paid, exclusive of building permit fees, in accordance with the conditions of approval of the specific tract map.

EXPOSURE TIME

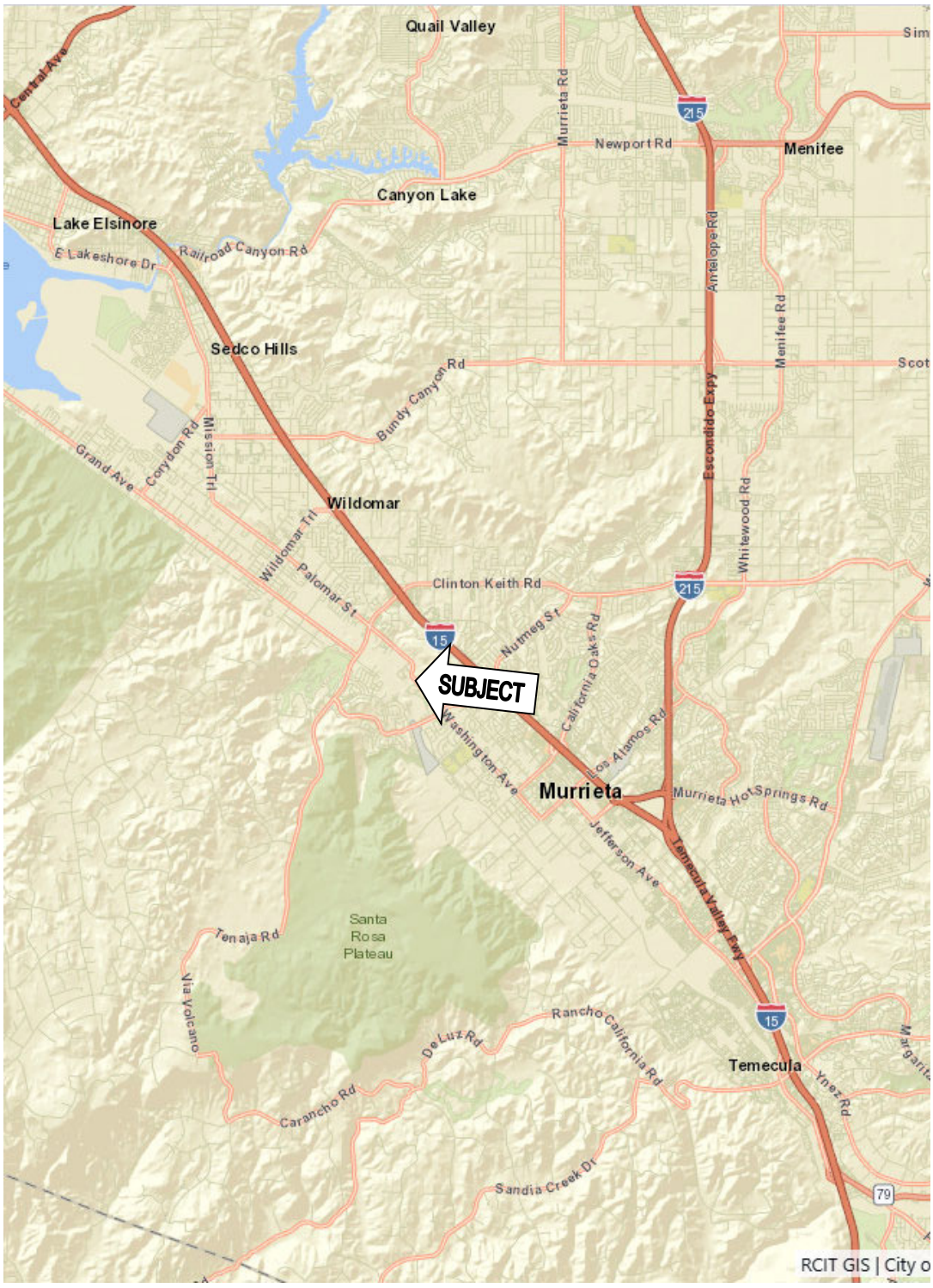
This is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date or date of value of the appraisal. Assuming a reasonable marketing effort and at or reasonably near market value, I have concluded that the exposure time for the subject homes as well as the bulk of homes under construction and vacant lots would have been within 4 months for a sale to be negotiated, and with appropriate escrow time for the sales to close.

OWNERSHIP/SALES HISTORY

D.R. Horton Los Angeles Holding Company, Inc. purchased the unimproved land for the subject neighborhood from R & H Wildomar 1 LLC by deed recorded June 9, 2023 at an indicated price of $7,000,000 or $59,829 per lot. This price reflected the unimproved condition of the land but with an approved final tract map, and based on an estimate of $265,000 per finished lot.

As of the November 3, 2025 date of value, individual owners owned 79 of the lots with completed homes (Lots 21, 22, 24 to 28, 30, 32, 33, 36 to 51 & 58 to 110) and D.R. Horton Los Angeles Holding Company, Inc. owned 38 of the lots (Lots 1 to 20, 23, 29, 31, 34, 35, 52 to 57 & 111 to 117) consisting of the 9 completed-unclosed homes (including the 2 models), the 9 homes under construction and the 20 vacant lots. The closed builder sales closed/recorded from October 11, 2024 through October 30, 2025 at net sale prices ranging from $621,231 to $833,831. In addition, as of October 31, 2025 there were 7 pending builder sales that were scheduled to close from November 12 through December 30, 2025. As of November 3, 2025 there has been 1 closed resale of these homes.

LOCATION MAP



PROPERTY DATA

LOCATION

The subject neighborhood of Avalino is located along the southwest side of Palomar St. at Starbuck Cr. and Olivet Way, wrapping around intervening property, in the City of Wildomar. This location is at the far south end of Wildomar, with the City of Murrieta directly to the south, and it is noted that Palomar St. becomes Washington Ave. within Murrieta. This location is also ½ mile southwest of the 15 Freeway, with a full interchange at Clinton Keith Rd. to the north.

GENERAL AREA DESCRIPTION

To the north/northwest of Avalino are three single-family homes built from 1965 to 2010 on lots from half acre up to 8.88-acres and including various accessory structures and outdoor storage uses. Beyond these is the Sycamore Academy of Science and Cultural Arts on ±13 acres, a charter school serving students from TK through 8th grade. The existing facility was constructed in 2015 and comprises ±28,000 s.f. within six buildings around a central courtyard, with blacktop, playground and turf athletic field. An expansion of 4 buildings comprising 17,000 s.f. has been proposed on four acres on the southeasterly side of the campus currently utilized as overflow parking. To the northwest of the school is a large church built in 2003 and then various scattered residences on large lots.

To the east of the central part of Avalino is a 16.25-acre parcel, partially improved with the Murrieta Springs Seventh Day Adventist church and private school which were built in ±2009. There are two remaining large pad areas available for future development. To the east of the church and school, fronting on the westerly side of Palomar St., is a vacant 5.10-acre parcel with no current plans for development but with a land use designation of medium density residential.

Across Palomar St. to the northeast is much vacant and hilly land sloping up and over a ridgeline to the 15 Freeway. The majority of this area is encompassed within the proposed, 165-acre specific plan called the Bluffs at Hidden Springs which is to be a mixed-use development. It would include a 14-acre sports park, hotel site, senior housing complex, 36 acres of commercial and retail development including a hilltop restaurant, and approximately 969 single and multi-family dwelling units. The project is still in the early stages of review. Across Palomar St. to the east is a 29.4-acre site with grading underway for a planned residential project of 163 townhomes to be built by KB Home.

Adjacent to the southeast of Avalino is the boundary line for the City of Murrieta, with various neighborhoods of single-family homes extending to the south and southeast. These residential tracts were generally built in the late 1990s and early 2000s on lots that are generally 7,200 s.f. minimum size. Recent home sales in this

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (AVALINO)
OF THE CITY OF WILDOMAR

area indicate prices ranging from $670,000 to $1,099,000 for homes from 2,076 s.f. to 3,748 s.f. in size.

Along the westerly side of Avalino is Murrieta Creek, a natural water course which flows southeasterly through this area. Beyond the creek to the west are 30.35 acres of vacant land zoned rural residential and currently being marketed for sale for future residential development. Farther to the northwest are several custom estate homes on large lots and various vacant parcels of land. Across Murrieta Creek to the southwest is Copper Canyon Park, which is maintained by the City of Murrieta and includes athletic fields, sport courts, playground, community center, picnic areas and walking paths. Beyond that is Cole Canyon Elementary School on 10.43 acres.

Farther to the west and southwest are several large residential communities within the City of Murrieta that terrace up into the hills to the southwest. The homes were built from the late 1980s to early 2000s and recent sale prices range from $590,000 to $1,350,000 for homes ranging in size from 1,553 s.f. to 3,776 s.f.

LEGAL DESCRIPTION

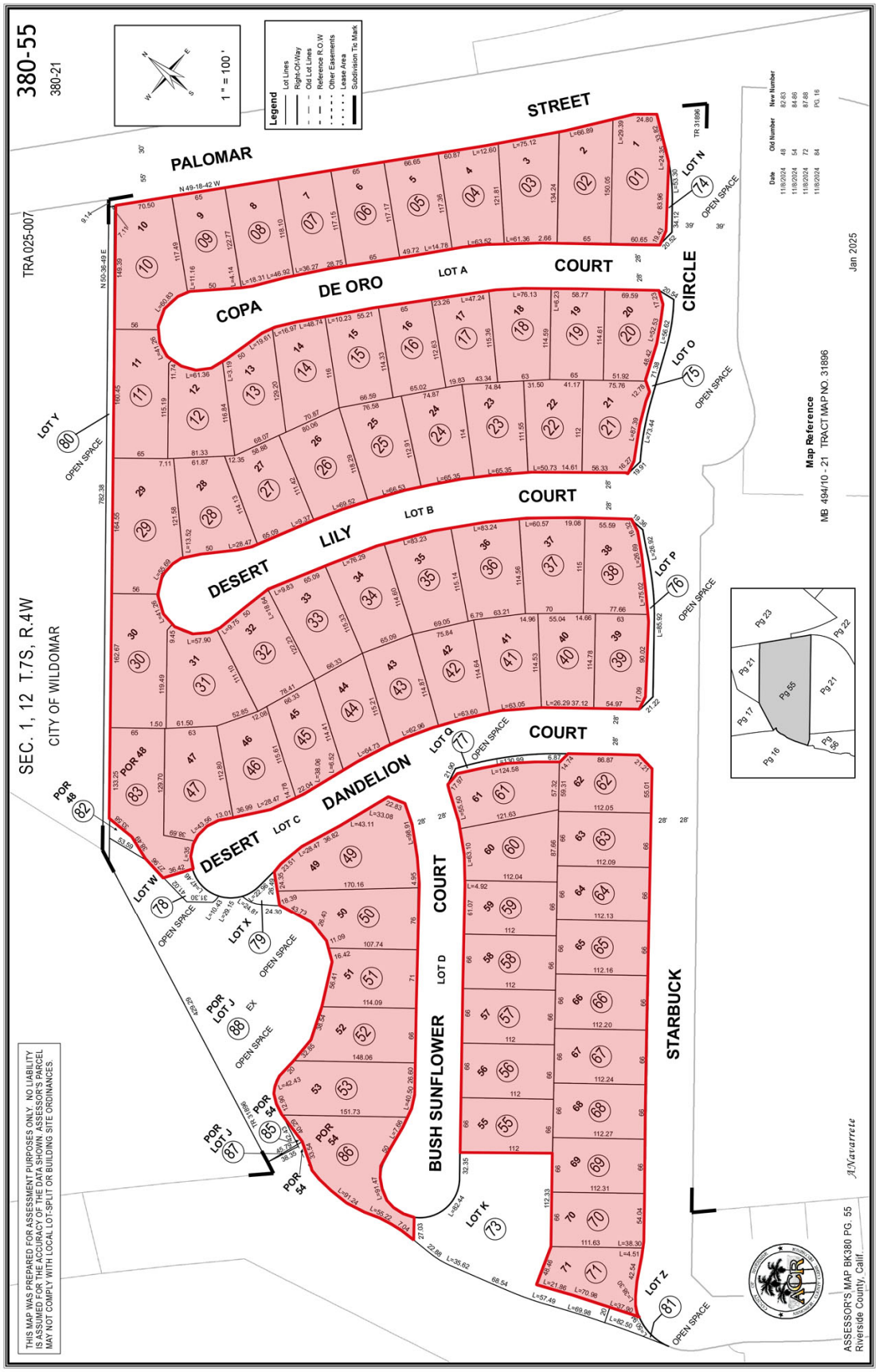
The taxable properties are described as Lots 1 to 117 of Tract No. 31896, in the City of Wildomar, County of Riverside, State of California, as shown by Map on file in Book 494, Pages 10 through 21 of Maps, records of Riverside County, California.

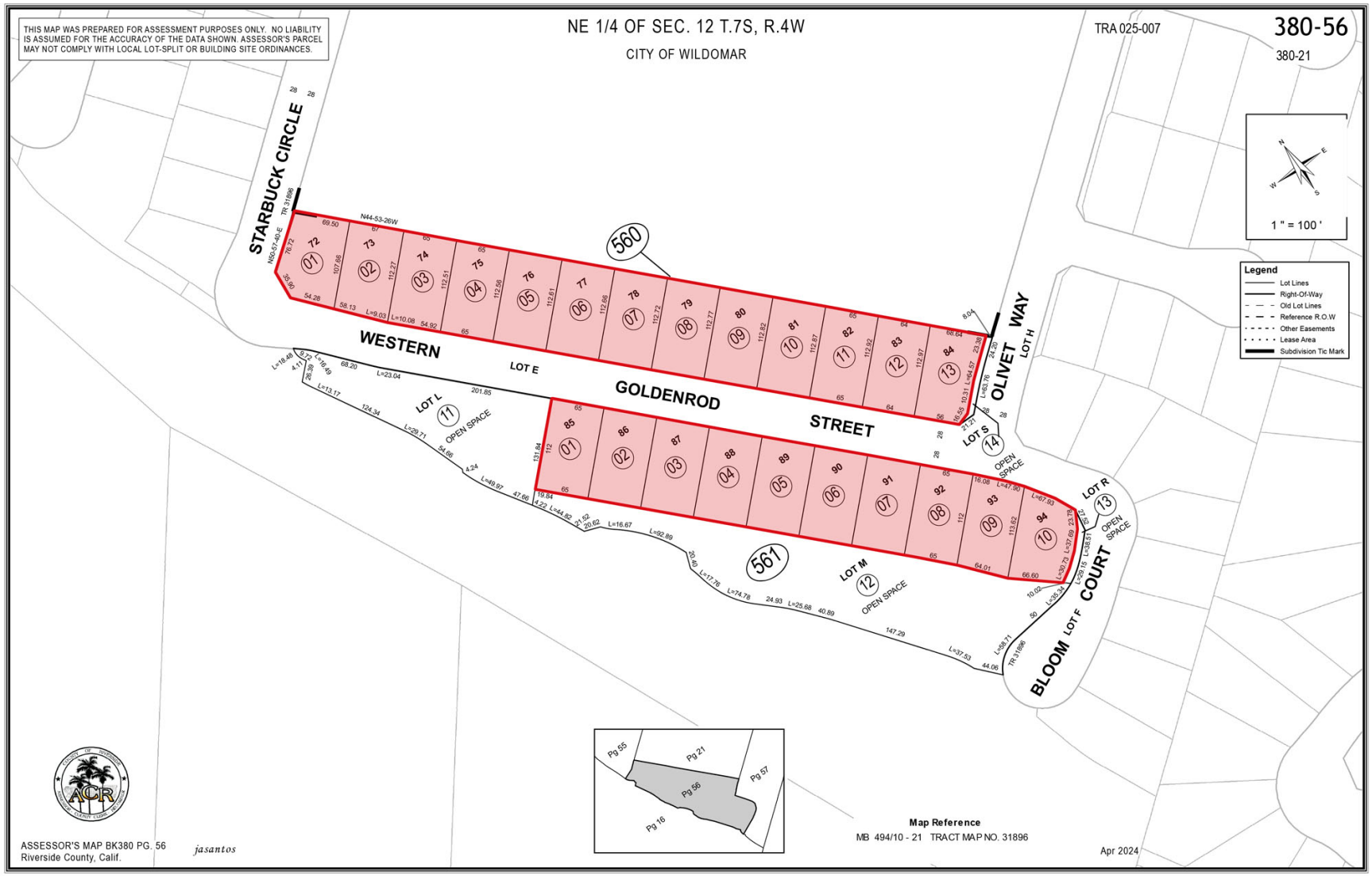
(Note: Lots 48 and 54 were re-mapped to Lots 1 and 2 of Lot Line Adjustment No. 2024-007 recorded August 5, 2024. However, for purposes of this appraisal, these lots are still referred to as Lots 48 and 54.)

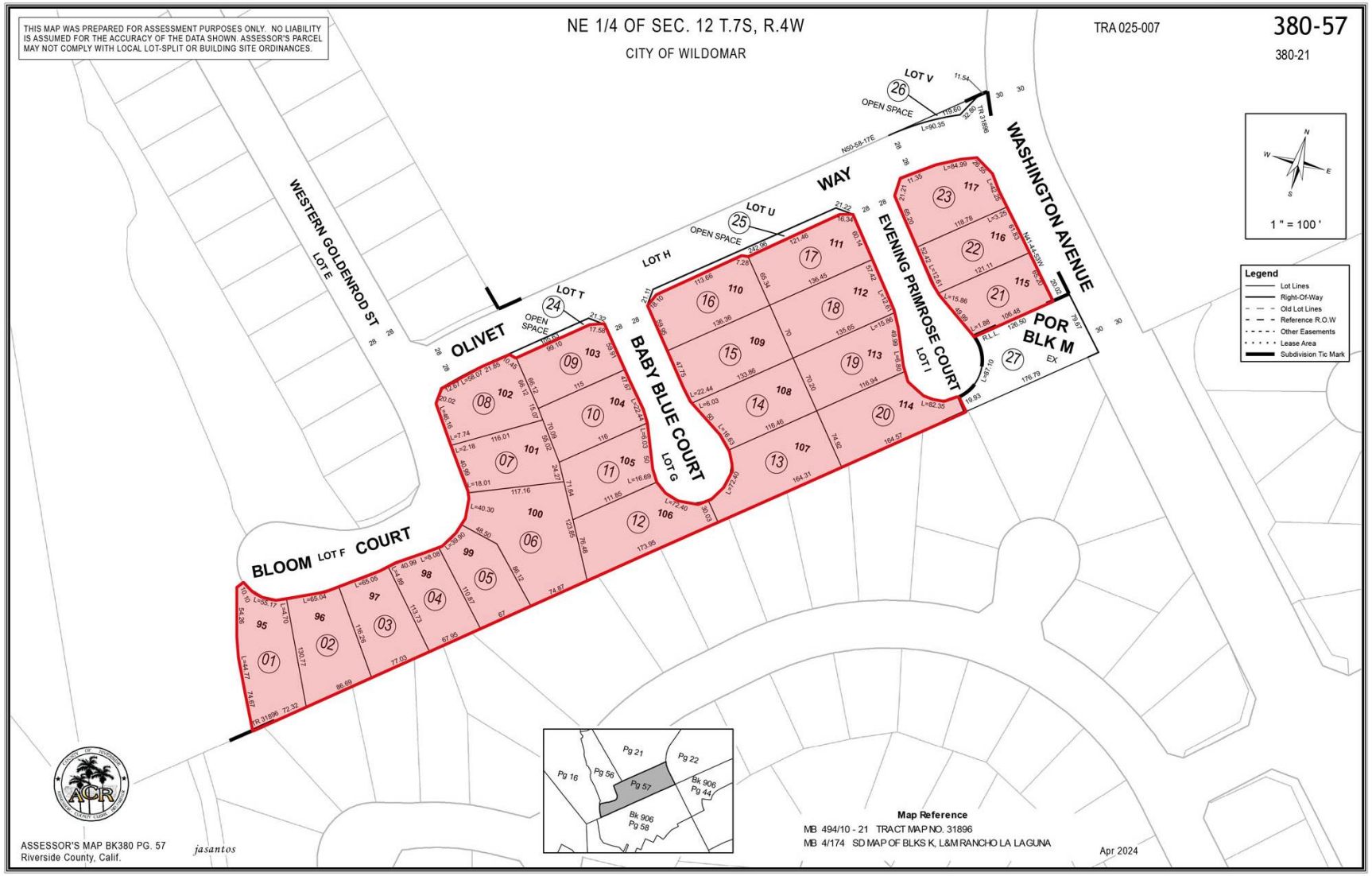
ASSESSOR DATA-2025/2026

The 117 lots comprise the following Assessor Parcel Nos.:

380-550-001 to 047, 049 to 053, 055 to 071, 083 & 086
380-560-001 to 013
380-561-001 to 010
380-570-001 to 023


380-55
380-21
1" = 100'
Legend
Lot Lines
Right-Of-Way
Old Lot Lines
Reference R.O.W
Other Easements
Lease Area
Subdivision Tie Mark
PALOMAR
STREET
COPA DE ORO
LOT A
COURT
CIRCLE
DESERT LILY
LOT B
COURT
DESERT DANDELION
LOT C
COURT
BUSH SUNFLOWER
LOT D
COURT
STARBUCK
LOT N
LOT O
LOT P
LOT Q
LOT W
LOT X
LOT Y
LOT Z
LOT K
OPEN SPACE
TRA 025-007
SEC. 1, 12 T.7S, R.4W
CITY OF WILDOMAR
Map Reference
MB 494/10 - 21 TRACT MAP NO. 31896
Jan 2025
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.
ASSESSOR'S MAP BK380 PG. 55
Riverside County, Calif.


THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.
NE 1/4 OF SEC. 12 T.7S, R.4W
CITY OF WILDOMAR
TRA 025-007
380-56
380-21
1 " = 100 '
Legend
Lot Lines
Right-Of-Way
Old Lot Lines
Reference R.O.W
Other Easements
Lease Area
Subdivision Tic Mark
STARBUCK CIRCLE
WESTERN
GOLDENROD
STREET
OLIVET WAY
BLOOM COURT
LOT E
LOT H
LOT L
LOT M
LOT S
LOT R
OPEN SPACE
560
561
Map Reference
MB 494/10 - 21 TRACT MAP NO. 31896
Pg 55
Pg 21
Pg 57
Pg 56
Pg 16
ASSESSOR'S MAP BK380 PG. 56
Riverside County, Calif.
jasantos
Apr 2024


THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.
NE 1/4 OF SEC. 12 T.7S, R.4W
CITY OF WILDOMAR
TRA 025-007
380-57
380-21
WESTERN GOLDENROD ST
LOT E
OLIVET
LOT T
OPEN SPACE
LOT H
LOT U
OPEN SPACE
WAY
LOT V
OPEN SPACE
WASHINGTON AVENUE
EVENING PRIMROSE COURT
LOT I
BABY BLUE COURT
LOT G
BLOOM
LOT F
COURT
POR BLK M
EX
R.L.L.
1 " = 100 '
Legend
Lot Lines
Right-Of-Way
Old Lot Lines
Reference R.O.W
Other Easements
Lease Area
Subdivision Tic Mark
Pg 21
Pg 22
Pg 16
Pg 56
Pg 57
Bk 906 Pg 44
Bk 906 Pg 58
Map Reference
MB 494/10 - 21 TRACT MAP NO. 31896
MB 4/174 SD MAP OF BLKS K, L&M RANCHO LA LAGUNA
ASSESSOR'S MAP BK380 PG. 57
Riverside County, Calif.
jasantos
Apr 2024

ASSESSOR DATA-2025/2026, Continuing

The current assessed values for the 117 parcels range from $57,622 to $236,836 for land and $0 to $644,950 for improvements, or totals of $57,622 to $794,950. The tax rate area is 025-007 which has an indicated tax rate of 1.05654%, but the effective tax rate including special taxes for this CFD and other overlapping debt is just under 2.0% based on the appraised average value for the completed-closed homes.

NO. OF LOTS/LOT SIZES

The subject neighborhood comprises a total of 117 single-family lots that are considered as a minimum size of ±7,200 s.f., and with typical minimum dimensions of 65' width and 112' depth. Per the Tract Map and Lot Line Adjustment data, the actual lot sizes range from 7,215 s.f. to 13,867 s.f., or an average of 8,308 s.f.

STREETS AND ACCESS

Access to the northwest part of the neighborhood is by Palomar St. at Starbuck Cr., and to the southeast part of the neighborhood is by Palomar St. at Olivet Way. Palomar St. becomes Washington Ave. as it enters Murrieta just to the southeast of the subject neighborhood. It is mostly a 2-lane street through this area, but has been widened along the subject neighborhood including curb, gutter, landscaped parkway, sidewalk and separately fenced trail. The northeast side of the street has not yet been widened.

Starbuck Cr. and Olivet Way are both in-tract residential streets that provide access into and through the neighborhood.

The in-tract streets on which the subject lots front are Starbuck Cr., Copa De Oro Ct., Desert Lily Ct., Desert Dandelion Ct., Bush Sunflower Ct., Western Goldenrod St., Olivet Way, Evening Primrose Ct., Baby Blue Ct. and Bloom Ct. These streets are typical two-lane paved residential streets, with curbs, gutters and sidewalks.

UTILITIES

All utilities are available to the subject neighborhood, and have been installed in the in-tract streets as part of the land development that was completed. The utilities are provided as follows:

- Water & Sewer: Elsinore Valley Municipal Water District
- Electric: Southern California Edison Company
- Gas: Southern California Gas Company

ZONING/GENERAL PLAN/APPROVALS

The zoning designation for the subject neighborhood is R-1 (Residential Low) which permits single-family residential development with 7,200 s.f. minimum lot size, and typically 60' minimum width and 120' minimum depth. The General Plan designation is MDR (Medium Density Residential) which permits single family residential uses with densities of 2 to 5 dwelling units per acre, and is the implementing land use designation for the R-1 zone.

The specific approvals for the subject neighborhood are by Tract Map No. 31896 which was recorded on December 22, 2023 in Book 494, Pages 10 to 21 of Maps.

SCHOOL DISTRICT/SCHOOLS

The subject neighborhood is located within the boundaries of the Lake Elsinore Unified School District. It is served by Donald Graham Elementary School (±2 miles to the north/northwest in Wildomar); David A. Brown Middle School (±2 miles to the northwest in Wildomar); and Elsinore High School (±4 miles to the northwest in Wildomar).

TOPOGRAPHY/VIEWS

The overall subject neighborhood has a gradual slope and minor terracing down to the southwest, resulting in no atypical views from any of the subject homes.

DRAINAGE/FLOOD HAZARD

Drainage is to the streets and in curbs within the neighborhood, with drainage flows directed southwesterly to open space/retention basin/drainage areas that are part of the neighborhood, and to a natural drainage course beyond. Per FEMA Flood Zone Panel No. 060221-2705G dated August 28, 2008, the 117 subject lots are located in Zone X which indicates areas that are determined to be outside of the 100- and 500-year floodplain and out of the Special Flood Hazard Area, with the floodplain area being directly to the southwest of the neighborhood.

FIRE HAZARD ZONE

Per the County of Riverside, and consistent with the CalFire Fire Hazard Severity Zone map, the subject neighborhood is located within a Local Responsibility Area. The area in the northeasterly part of the neighborhood is located in a Very High Fire Hazard Severity zone; the areas at the northwesterly and southeasterly ends of the neighborhood are designated as High Fire Hazard Severity zone; and the area along the southwesterly side of the neighborhood is designated as Moderate Fire Hazard Severity zone. There are several homes located at the end of the Bloom Ct. cul-de-sac at the southwest corner of the neighborhood that are not located in a fire hazard severity zone.

FIRE HAZARD ZONE, Continuing

Per information provided by the builder, no mitigation measures were required since the fire zones were not updated to the current status (described above) until well after the project plans were approved.

SOIL/GEOLOGIC/SEISMIC CONDITIONS

It is noted that the subject lots along the northeast side of Copa De Oro Ct. are within a State of California Earthquake Fault Hazard Zone along the Elsinore Fault, and the lots to the southwest of this are within the Liquefaction Zone.

The builder indicated that the "fault setback zone" prevents any structures from being built within this zone. This line is shown on the Precise Grade plans and there is a disclosure for these lots as well. This fault setback zone lies behind the home foundations for the affected lots. The lots on Desert Lily Ct. were far enough away from the fault setback zone to not have any setback line required. For liquefaction mitigation, engineered fill was incorporated between 5 and 10 feet of the surface depending on the liquefaction potential.

TITLE REPORT

A Preliminary Report by First American Title Company dated April 9, 2025, and covering the parcels owned by D.R. Horton Los Angeles Holding Company, Inc. at that time, has been reviewed. Pertinent exceptions to title include the following:

- The lien of special tax for Community Facilities District 2022-1 (Services) as disclosed by Notice of Special Tax Lien recorded June 20, 2022.
- The lien of special tax for Community Facilities District No. 2023-1 (Avalino) as disclosed by Notice of Special Tax Lien recorded September 28, 2023.
- Various easements for public streets, utilities, communication equipment, drainage facilities & maintenance, and incidental purposes.
- Various agreements and documents pertaining to subdivision improvements, stormwater management, slopes, drainage, access & maintenance.

It is noted that these exceptions to title for the Community Facilities Districts and the various easements and agreements are fairly typical for a residential subdivision such as the subject. These items have been incorporated into the approvals and the Tract Map for the neighborhood so as to provide for the lots to be developable with homes that have been completed and with construction currently ongoing.

RESIDENTIAL MARKET OVERVIEW

In the fourth quarter of 2025, the Southern California housing market has reached a place of general stability where supply and demand are more balanced, and a slight shift has occurred toward a buyer's market. While demand for housing remains strong and inventory is higher than in years past, affordability constraints as well as uncertainty surrounding the economy, jobs and interest rates have limited the number

of buyers who are willing and able to buy. This has translated into decelerating price growth, decreased sales volume and a slower pace of sales, forcing sellers to greater negotiations on price and terms.

According to the 2026 California Housing Market Forecast from California Association of Realtors released in September, home prices and sales volume will rise slightly after remaining relatively flat in 2025. Single-family home sales are forecast to rise 2% to a total of 274,400 units statewide with the statewide median home price projected to grow 3.6% to $905,000 in 2026. Home affordability is also anticipated to improve over the year, reaching 18% in 2026, up from 17% in 2025 and 16% in 2024. Lower interest rates and improving affordability will create margin for modest price growth over the coming year and as prices stabilize, seller confidence is expected to rise leading to greater market activity and increases in available inventory.

Interest rates have been a recent bright spot in the market with a relatively steady decline from mid-July to mid-September and hovering in the low 6% range since then. According to data provided by Freddie Mac, the average rate on a 30-year fixed loan opened the year at 6.91% and quickly peaked two weeks later at 7.04%. It subsequently fluctuated in the high 6% range for the first half of the year with a more recent downward trend in August and September, and currently sitting at 6.24% for week ending November 13, 2025. Mortgage rates are generally expected to remain in the low to mid-6% range through the end of the year.

Data provider Redfin reports that in October 2025 across California there were 110,954 homes for sale indicating a 5.4% increase in inventory year over year. Listings took longer to sell with the median days on market up to 47 days, an increase of 10 days from the median of 37 days in October 2024. The statewide median home sale price of $840,200 for October 2025 was up a slight 0.06% year over year and the number of homes sold at 25,715 for October 2025 was up 3.0% from October 2024.

Statewide trends are similarly reflected in Riverside County, with Redfin reporting 2,183 homes sold in October 2025, up 8.7% year over year. Listings were on market for a median of 63 days, up from 47 days in October 2024. The median price of $605,000 for October 2025 was unchanged from July and August 2025 but reflected a 1.4% decrease from October 2024.

In the subject location of Wildomar, Redfin reports a median sale price of $680,000, down 3.2% year over year. A total of 25 homes were sold in October, up 13.6% from October 2024, and the median number of days on market was 73, up 15 days from the 58 reported in October 2024. On average, homes in the market sold at 98.7% of list price (down from 100.3% in October 2024) with 28.0% of homes selling above list price (compared to 40.9% in October 2024) and 22.4% of homes

showing price drops (compared to 32.7% in October 2024). In summary, the subject market evidences reasonably good demand for single-family homes but with prices and sales volume significantly influenced by interest rates and other economic factors.

More specific to the subject Avalino neighborhood, sales rates have been good with 79 builder closed sales from October 2024 through October 2025, or just over 6.5 closed sales per month over that time period. In addition, there were 7 pending builder sales as of October 31, 2025.

Avalino

PALOMAR STREET
COPA DE ORO COURT
DESERT LILY COURT
DESERT DANDELION COURT
BUSH SUNFLOWER COURT
STARBUCK CIRCLE
WASHINGTON AVENUE
NOT A PART
WESTERN COLDENROD STREET
OLIVET WAY
EVENING PRIMROSE CT.
BABY BLUE CT.
BLOOM CT.
LEGEND
=1898
=1898X
=2239
=2239X
=2537
=2537X
=2929
=2929X
=3015
N
W
E
S

DESCRIPTION OF HOMES/STATUS OF CONSTRUCTION

These 117 lots are being developed by D.R. Horton with the neighborhood of homes called Avalino. As of the November 3, 2025 date of value, there were 79 completed-closed homes (closed builder sales); 9 completed-unclosed homes (including the 2 models); 9 homes under construction of which 4 were estimated to be ±75% completed and 5 were estimated to be ±25% completed; and 20 vacant lots in near-finished condition, including the lot which is the model parking lot.

(Note: The 79 completed-closed homes are Lots 21, 22, 24 to 28, 30, 32, 33, 36 to 51 & 58 to 110; the 9 completed-unclosed homes are Lots 23, 29, 31, 34, 35, 52, 57, 116 & 117; the 4 homes at ±75% completion are Lots 53 to 56; the 5 homes at ±25% completion are Lots 1 to 3, 19 & 20; and the 20 vacant lots are Lots 4 to 18 & 111 to 115.)

There are five floor plans, and per marketing information are described as follows:

Plan 1 (Residence 1898): 1,898 s.f., one-story, with 4 bedrooms, 3 baths, great room-dining area-kitchen, entry hall and laundry; plus 2 or 3-bay garage and covered porch.

Plan 2 (Residence 2239): 2,239 s.f., two-story, with 4 bedrooms, 3 baths; first floor has great room-dining area-kitchen, entry, bedroom and bath; second floor has 3 bedrooms, 2 baths, loft and laundry with storage room; plus 2 or 3-bay garage and covered porch.

Plan 3 (Residence 2537): 2,537 s.f., two-story, with 5 bedrooms, 3 baths; first floor has great room-dining area-kitchen, entry, laundry, 2 bedrooms and 2 baths; second floor has 3 bedrooms, 1 bath , and bonus room; plus 2 or 3-bay garage and covered porch.

Plan 4 (Residence 2929): 2,929 s.f., two-story, with 4 bedrooms plus multi-gen suite, 4 baths; first floor has great room-dining area-kitchen, entry, bedroom, bath and multi-gen suite with living room, kitchenette, bedroom and bath; second floor has 3 bedrooms, 2 baths, loft and laundry; plus 2 or 3-bay garage and covered porch.

Plan 5 (Residence 3015): 3,015 s.f., two-story, with 5 bedrooms, 3 baths; first floor has great room-dining area-kitchen with walk-in pantry, entry, den, bedroom and bath; second floor has 4 bedrooms, 2 baths, loft and laundry; plus 3-bay garage and covered porch.

Per building permit data, the 88 completed homes have sizes as noted above for the five floor plans; and the average sizes are 2,554 s.f. for the 79 completed-closed homes and 2,550 s.f. for the 9 completed-unclosed homes.

HOMEOWNERS ASSOCIATION

The Avalino neighborhood has a homeowners association (HOA) with monthly dues projected to be $169 at build-out. The HOA is responsible for maintenance of items including common area and slope landscape, the concrete channel and landscaped storm drains, the three basins along the southwesterly edge of the neighborhood, and some walls/fencing. The CFD maintains items including trails, sidewalks and street lights.

HIGHEST AND BEST USE

The term highest and best use is defined as the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Furthermore, the highest and best use of land or a site as though vacant is defined as among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination.

In terms of legal permissibility, single-family residential development is permitted by the zoning/General Plan designations, and by the recorded final Tract Map for the subject neighborhood. In terms of physical possibility, the lots within the subject neighborhood have been graded to fairly flat buildable pads, and with all needed infrastructure of streets, utilities and drainage completed for the home construction.

In terms of the financial feasibility, as previously discussed in the Residential Market Overview, the current residential market conditions still evidence reasonably good demand for new and resale homes in this general area, with indications of prices being stable or slightly increasing. The demand and pricing factors are also evident by the good home sales activity in the subject neighborhood, with 79 closed builder sales since October 2024 of which 55 closings have taken place thus far in 2025. In addition, there were 7 pending builder sales as of October 31, 2025.

In terms of the maximum productivity, this is represented by the homes that have been and are being built on the subject lots, with an appropriate array of home sizes, floor plans and pricing.

In summary, the highest and best use is concluded to be as improved for the completed homes, and as planned for the homes under construction and the remaining vacant lots.

VALUATION

METHOD OF ANALYSIS

The analysis of the completed-closed homes is of the aggregate value on a mass appraisal basis, and by means of the Sales Comparison Approach. Consideration is given to the builder sales of the subject homes; recent sales of other homes in the general area; and new-home pricing from other active projects. For the completed-unclosed homes, the analysis considers a discount due to the bulk ownership by the builder with the discount reflecting holding/sales costs, minor finishing costs and profit in order to sell off the homes.

For the homes under construction, a simplified Cost Approach is used in which the value is based on an estimate of construction costs expended plus the estimated value of the vacant lot. The analysis of the vacant lots as if in finished condition is based on the Sales Comparison Approach, considering recent sales of residential land or bulk lots in the general area, and then a deduction for the remaining land development costs and impact fees to get to finished lot condition, reflecting the value of the as is condition.

ANALYSIS OF COMPLETED-CLOSED HOMES

Builder Sales of Subject Homes: The builder sales of these 79 completed homes closed/recorded from October 11, 2024 through October 30, 2025. The net sale prices ranged from $621,231 to $833,831, or an average of $725,127 for the average home size of 2,554 s.f., or $283.92 per s.f. It is noted that the net sale price includes lot premiums and options, but deducts or is net of incentives which include price incentives/adjustments and interest rate buydown costs. The lot premiums averaged $15,525, the options averaged $27,232, and total incentives averaged $41,931.

The contract dates when the closed sales were negotiated ranged from June 16, 2024 through September 11, 2025, with the closing dates previously noted from October 2024 through October 2025. Based on the contract dates, the changes in average net pricing, premiums/options and total incentives over various periods of time are shown in the following table:

No. of Sales	Time Frame (Contract Dates)	Avg. Net Price	Avg Home Size (s.f.)	Price/s.f.	Avg. Prem./Opt.	Avg. Incentives
79	Jun'24-Sep'25	$725,127	2,554	$283.92	$42,757	($41,931)
16	Jun-Sep'24	$749,544	2,780	$269.62	$46,744	($15,878)
21	Oct'24-Jan'25	$714,720	2,422	$295.09	$49,385	($35,132)
26	Feb-May'25	$719,753	2,488	$289.29	$37,948	($47,666)
16	Jun-Sep'25	$723,103	2,608	$277.26	$37,886	($67,585)
79						

ANALYSIS OF COMPLETED-CLOSED HOMES, Continuing

It is evident that, when considering the differentials in average home size, the average net pricing increased early on, but then flattened and decreased slightly in the more recent time segments. This also reflects the more recent significant increases in average incentives, which are reflected as a deduction in the net price.

Thus, it is concluded that the indication at $725,127 from all sales tends to support a close indication of average value at current date considering the price increases and decreases; the indication at $719,753 tends to support a close lower limit indication of average value for the 79 homes due to the smaller average home size but partially offset by the slightly older dates of sale; and the indication at $723,103 tends to support a close upper limit due to the larger average home size, and conversely due to the larger size a close lower limit at $277.26 per s.f., as follows:

2,554 s.f. @ $277.26/s.f. = $708,122

As of October 31, 2025 there were 7 pending builder sales, with closing dates scheduled from November 12 through December 30, 2025. Other pertinent information is shown as follows:

No. of Sales	Time Frame (Contract Dates)	Avg. Net Price	Avg Home Size (s.f.)	Price/s.f.	Avg. Prem./Opt.	Avg. Incentives
7	8/10/25 – 10/26/25	$736,430	2,541	$289.82	$48,308	($63,797)

Initially, it is evident that the average net price indicates an increase from the most recently negotiated closed sales, and for the slightly smaller average home size. In addition, these pending sales still reflect a fairly similar amount of average incentives as the most recently negotiated closed sales. Considering the fairly similar average home size to the 79 completed-closed homes, this supports a fairly close indication for the completed-closed homes at $736,430.

Resales of Subject Homes: There has been one resale of the subject Avalino homes, located at 23548 Baby Blue Ct. (Lot 110). This is the largest Plan 5 home with 3,015 s.f.; a larger lot size of 9,234 s.f.; in good condition with typical builder finishes/no significant upgrades; and no rear yard landscaping. The original builder sale closed in October 2024 at the net price of $758,452, and the resale closed on October 24, 2025 at the net price of $860,000 with no seller concessions.

It is noted that the home was marketed as being located in Murrieta and in the Murrieta school district, the seller's child reportedly attended Murrieta Valley High School, and the sales agent indicated that this was a significant factor to the buyer. The agent also indicated that there was high demand for this home due to minimal new developments in the area, and this sale was at full asking price.

ANALYSIS OF COMPLETED-CLOSED HOMES, Continuing

It is also noted that the most recent closed builder sale of the Plan 5 home was at a net price of $780,414, and a currently pending builder sale of a Plan 5 home is at a net price of $825,222. Thus, the resale indicates a significantly higher price at $860,000, though it is uncertain what effect there might have been on the price by the marketing as a Murrieta location. This sale is concluded to be mostly of general interest, but possibly providing support that the builder pricing is conservative relative to resales in the market.

Resales of Homes from Nearby Neighborhoods: Next, recent resales of relatively similar homes from various nearby neighborhoods in Wildomar have been considered. These neighborhoods are located within several miles to the northwest along Palomar St. and within several miles northerly, in areas to the east of the 15 Freeway and north of Clinton Keith Rd. These sales, in order of sale date, are shown in the following table:

No.	Address	COE Date	Net Price*	Home Size	BR/BA Stories	Year Built	Lot Size	HOA/ Assmts	Conces-sions	Comments
1	35696 Capistrano St.	5/21/25	$730,950	2,846	4/2.5 2	2016	9,148	$0 $3,615	$9,050	Well upgraded
2	21701 Front St.	5/28/25	$744,250	2,763	4/3 1	2005	9,583	$65 $2,992	$750	Well upgraded
3	35709 Susan Dr.	6/26/25	$728,000	2,803	4/3 2	2008	10,019	$125 $2,763	$2,000	Upgraded; view
4	26355 Poppy Field Ct.	7/24/25	$745,000	2,490	3/2.5 1	2017	8,276	$90 $4,058	$0	Well upgraded; cul-de-sac
5	32659 Ascot Hill Cir.	8/12/25	$750,000	2,445	3/2.5 1	2022	7,840	$78 $4,509	$0	Some upgrades; finished garage
6	36238 Trail Creek Cir.	8/22/25	$663,000	2,733	5/3 2	2012	7,405	$109 $3,551	$0	Good/typical condition
7	23812 Cook Ct.	8/25/25	$695,000	2,728	4/3.5 2	2009	12,632	$122 $2,668	$20,000	Good/typical condition; minimal landscape
8	26331 Poppy Field Ct.	9/12/25	$785,000	2,700	4/3 1	2016	10,890	$90 $4,064	$15,000	Well upgraded yard with pool/spa
9	22675 Tranquility Cir.	9/17/25	$767,700	2,553	4/2.5 1	2018	11,326	$85 $4,207	$42,300	Some upgrades
10	21662 Pink Ginger Ct.	10/2/25	$665,000	2,895	4/3 2	2005	7,405	$65 $3,312	$0	Typical/some updates
11	25199 Loring Rd.	10/20/25	$651,375	2,728	4/3 1	2005	7,405	$100 $3,476	$23,625	Good condition; some upgrades
		Avg.	$720,480	2,699						

*Net of seller concessions

ANALYSIS OF COMPLETED-CLOSED HOMES, Continuing

In comparison to the subject homes, the locations are fairly similar; the average home size is larger; the higher percentage of one-story homes is slightly superior; the ages of the homes at 3 to 20 years (average of 13 years) is far inferior; the lot sizes are relatively similar; the monthly HOA dues are lower on average; and the annual special assessments are lower than the subject (range from about $6,400 to $7,100), resulting in a lower effective tax rate; and the general condition of the sales is likely slightly superior to the average of the subject homes. Overall, the far inferior factor of age is mostly offset by the other superior factors, resulting in a fairly close indication of average value for the subject homes at $720,480.

Other New-Home Pricing: Lastly, a survey was made of current pricing in other neighborhoods of new homes in the general area, which is shown in the following table along with the base pricing of the subject homes:

Project	Floor Plan (s.f.)	Bed/ Bath	Stories	Garage	HOA	CFD	Base Price
Subject Avalino	1,898	4/3	1	3	$169	Yes	$717,990
(7,200 s.f. min. lots)	2,239	4/3	2	3			$735,990
	2,537	5/3	2	3			$758,990
	2,929	5/4	2	3			$819,990
	3,015	5/3	2	3			$809,990
Quartz Trail	2,760	4/3.5	1	2	$268	Yes	$720,289
(Lennar Homes)	3,010	5/3	2	3T			$732,640
Menifee	3,418	5/3	2	3			$780,390
(8,100 s.f. min. lots)	4,134	5/3.5	2	3			$876,490
Bordeaux	1,882	4/2	1	2	No	Yes	$620,990
(KB Home)	2,538	5/3	2	2			$685,990
French Valley	2,874	5/3	2	2			$720,990
(5,000 s.f. min. lots)							
Crestview at Sommers	2,170	4/2.5	2	2	Yes	Yes	$831,807
Bend (Richmond Am.)	2,630	3/2.5	2	2			$857,991
Temecula							
(3,000 s.f. min. lots)							
Prado	1,410	3/2.5	2	2	$267	Yes	$619,000
(Meritage Homes)	1,520	3/2.5	2	2			$633,000
Temecula	1,647	3/2.5	2	2			$659,000
(Detached cluster lots)	1,865	4/3	2	2			$699,000
Linden at Alberhill Ranch	2,792	4/2.5	2	3T	$184	Yes	$688,990
(Pulte Homes)	2,988	4/3.5	2	3T			$704,990
Lake Elsinore	3,337	5/4	2	3T			$736,990
(5,000 s.f. min. lots)							

Initially, it is noted that there is no other new-home competing product in Wildomar. The locations in Lake Elsinore and Menifee are considered inferior, French Valley is considered similar, and Temecula is considered superior to the subject location in

ANALYSIS OF COMPLETED-CLOSED HOMES, Continuing

Wildomar and adjacent to Murrieta. In comparison to the subject Avalino project, all but one of these projects are inferior in lot sizes; the recreational amenities are generally superior; the HOA dues are similar to higher; and all projects have CFD's with generally similar effective tax rates. Overall, considering these factors, while the indicated base pricing is fairly supportive of the base pricing for the subject homes, the effect of builder incentives is not reflected as it tends to be confidential and also subject to widely varying negotiations on each project.

Conclusion: In summary, the indications of average value from the closed sales of the subject homes are close lower limits at $708,122 and $719,753, a close indication at $725,127, and a close upper limit at $723,103; from the pending builder sales of the subject homes is a close indication at $736,430; from the resale data a close indication at $720,480; and with general support from the other new-home pricing.

Greatest weight is given to the builder sales of the subject homes, with greater weight to the closed sales than to the pending sales, but with consideration to the pending sales due to being the most current indications. The conclusion is an average of $725,000 for the 79 completed-closed homes.

ANALYSIS OF COMPLETED-UNCLOSED HOMES

These 9 homes consist of 7 production homes and 2 model homes, with the average size of 2,550 s.f. being very similar to the average of 2,554 s.f. for the completed-closed homes. Thus, the initial conclusion is the same as for the completed-closed homes, or an average of $725,000. Then, a discount of 20% is made due to being part of the bulk ownership by the builder and reflecting sell-off time, holding/sales costs, minor finishing costs and profit. This results in the discounted average value of $580,000 for these 9 homes.

ANALYSIS OF HOMES UNDER CONSTRUCTION

For the 4 homes that were estimated to be an average of ±75% completed, I have considered a cost amount of 75% of direct costs indicated to be an average of ±$80.00 per s.f., or $60.00 per s.f. This cost is applied to the average home size of 2,595 s.f. for these 5 homes, or an amount of $155,700. The cost is then added to the estimated value of $242,556 for the vacant lot (as discussed in the following Analysis of Vacant Lots, $285,000 per finished lot less $42,444 per lot allocation of remaining costs to get to finished lot condition), resulting in a total of $398,256, rounded to $400,000 as an average for these 4 homes.

For the 5 homes that were estimated to be an average of ±25% completed, the cost amount of 25% of ±$80.00 per s.f., or $20.00 per s.f. is applied to the average home size of 2,368 s.f. for these 5 homes, or an amount of $47,360. The cost is then added

to the estimated value of $242,556 for the vacant lot (as indicated above), resulting in a total of $289,916, rounded to $290,000 as an average for these 5 homes.

ANALYSIS OF VACANT LOTS

Finished Lot Value

The pertinent land sales data is shown in the following table, with discussion and analysis of the data thereafter.

No.	Location/APN	Rec. Date	No. Lots Min Size	Price/Lot Price/Fin Lot	Remarks
1	Subject Property	6/9/23	117 7,200	$59,829 $265,000	Vacant, fairly flat land in unimproved condition; approved final tract map; CFD
2	S/S Rouse Rd., W/O & E/O Sherman Rd., Menifee 333-020-011 & 020 (portions)	3/8/24	491 5,000- 7,000	$45,825 $211,000- $257,000	Legado; lots in blue-topped to semi-finished condition; mix of 5,000 s.f., 5,500 s.f., 6,000 s.f. & 7,000 s.f. min.; CFD
3	W/S Valley Blvd. at Enchanted Star Ln. Menifee 339-53 to 57 (various)	5/3/24	176 7,200	$45,455 $290,000	Enclave; land in unimproved condition with recorded tract map; CFD; some views; KB Home plans Ladera, 1,548-3,131 s.f. homes
4	SEC Evans Rd. & Holland Rd., Menifee 358-790 & 800	9/5/24	80 ±8,100	$275,956 $300,000	Lots in near-finished condition, recorded tract map; CFD; Lennar Homes building Quartz Trail, 2,760-4,134 s.f. homes
5	W/O Greenwald Ave., S/O Little Valley Rd., Lake Elsinore 349-240 & 380 (various)	10/4/24	335 5,000	$38,806 $245,000	Tuscany Crest; unimproved/hilly land with entitlements; planned CFD; KB Home planned 1,472-3,086 s.f. homes, $619,000 avg price
6	Both sides Valley Blvd., SE/O Goetz Rd., Menifee 330-230-023 & 024	5/2/25	96 7,200	$104,740 $250,000	Menifee Vista; rolling land in unimproved condition with entitlements; to be CFD
7	NWC Mission Trail & Lemon St. Lake Elsinore 370-050-019, 020 & 032	5/14/25	191 Cluster/ Small-lot	$85,340 $211,000	Land in unimproved cond, with approved final tract map; to be CFD; buyer plans Elsinore Grove at Mission Trail; 1,323-2,146 sf homes

Data No. 1 is the June 2023 sale of the subject property in vacant, unimproved condition but with entitlements for the planned 117-lot subdivision. The sale was reported to be negotiated in 2022 and it recorded in June 2023 at the price of $7,000,000 or $59,829 per lot for the as is condition, based on an estimated $265,000 per finished lot. Considering upward adjustments for date of sale/market conditions and inferior physical condition (current near-finished lot condition is superior to unimproved condition of the land at time of sale due to the risk and time factors), the sale supports a firm lower limit indication of current value for the subject lots at $265,000 per finished lot.

ANALYSIS OF VACANT LOTS, Continuing

Data No. 2 is located along the south side of Rouse Rd., extending west and east from Sherman Rd. in Menifee, nearby to the east of the 215 Freeway. This sale consists of the north part of the master-planned community called Legado. It comprises 491 lots, including 159 at 5,000 s.f. minimum, 174 at 5,500 s.f. minimum, 49 at 6,000 s.f. minimum and 109 at 7,000 s.f. minimum. The lots ranged from graded blue-topped condition to semi-finished condition, and with a CFD.

The sale to Lennar Homes closed in March 2024 at the price of $22,500,000 or $45,825 per lot, with finished lot indications of $211,000 for the 5,000 s.f. lots, $219,000 for the 5,500 s.f. lots, $223,000 for the 6,000 s.f. lots and $257,000 for the 7,000 s.f. lots, or a blended indication of $225,244 per finished lot. Average home pricing was targeted to be $538,000 on the 5,000 s.f. lots, $572,000 on the 5,500 s.f. lots, $563,000 on the 6,000 s.f. lots and $685,000 on the 7,000 s.f. lots, reflecting finished lot ratios from 38-40%.

In comparison to the subject, the date of sale/market conditions is fairly similar; the location is considered to be fairly similar; the large bulk size of 491 lots is inferior on a price per lot basis; the minimum lot sizes range from much smaller to similar; the physical condition is slightly inferior in terms of the time and risk to get to finished condition; and the CFD factor is similar. Overall, upward adjustments for the inferior factors result in a firm lower limit indication of value for the subject lots based on the allocation of $257,000 per finished lot for the 7,000 s.f. lots.

Data No. 3 is located on the west side of Valley Blvd. at Enchanted Star Ln. in Menifee, and extending well to the west and north and into the hills to the north and northwest. The land was in unimproved undulating and hilly condition, but with a recorded tract map for the 176 lots, 7,200 s.f. minimum size and an average size of closer to 10,000 s.f. Some of the lots will have territorial views, and a CFD has been formed. The sale to KB Home closed in May 2024 at the price of $8,000,000 or $45,455 per lot, with finished lots estimated at $290,000 per lot. KB Home plans to build the project called Ladera, with homes ranging from 1,548 s.f. to 2,763 s.f., and current pricing from $594,990.

In comparison to the subject, the date of sale/market conditions is fairly similar; the location is fairly similar; the larger average lot size is superior; the view potential is superior; the unimproved physical condition at time of sale was inferior due to the time and risk factors to get to finished lot condition; and the CFD factor is similar. Overall, downward adjustments for the superior factors of lot size and view are partially offset by an upward adjustment for the inferior physical condition, resulting in a close upper limit indication of value for the subject at $290,000 per finished lot.

Data No. 4 is located at the southeast corner of Evans Rd. and Holland Rd. in Menifee. This was the sale of 80 lots, 7,200 s.f. minimum size in near-finished condition, with a recorded tract map and to have a CFD. The sale to Lennar Homes

closed in September 2024 at the price of $22,076,500 or $275,956 per lot, with finished lots estimated at $300,000 per lot. Lennar had previously built the Quartz Ranch project across Holland Rd. to the north, and planned the gated Quartz Trail project on these 80 lots, with homes to range from 2,760 s.f. to 4,134 s.f., and current pricing from the low $700,000's to high $800,000's.

In comparison to the subject, the date of sale/market conditions is fairly similar; the location is similar; the minimum lot sizes are similar; the near-finished lot condition is similar; the CFD factor is similar; and the buyer motivation due to being able to benefit from having developed the adjacent and recent project is superior. Overall, a downward adjustment for the factor of buyer motivation results in a close upper limit indication of value for the subject at $300,000 per finished lot.

Data No. 5 is located west from Greenwald Ave. and south from Little Valley Rd. in the far northeast part of Lake Elsinore, and extending well to the west and southwest. The project is referred to as Tuscany Crest, with the land in unimproved undulating and hilly condition, but with entitlements for the 335 lots, 5,000 s.f. minimum size, and with a planned CFD. The sale to KB Home closed in October 2024 at the price of $13,000,000 or $38,806 per lot, with finished lots estimated at $245,000 per lot. KB Home planned to build homes ranging from 1,472 s.f. to 3,086 s.f. with average home pricing of $619,000, indicating a finished lot ratio of 40%.

In comparison to the subject, the date of sale/market conditions is fairly similar; the location is considered to be slightly inferior; the much smaller minimum lot size is inferior; the much larger bulk size of 335 lots is slightly inferior; the unimproved physical condition at time of sale was inferior; and the CFD factor is similar. Overall, upward adjustments for the inferior factors result in a far lower limit indication of value for the subject at $245,000 per finished lot.

Data No. 6 is located on both sides of Valley Blvd. nearby to the southeast of Goetz Rd. and extending east to future Byers Rd., in Menifee. It consisted of unimproved rolling/undulating land with entitlements for 96 lots, 7,200 s.f. minimum and typical size, with a planned CFD. The sale to Richmond American Homes closed in early May 2025 at the price of $10,055,000 or $104,740 per lot for the unimproved condition. The deal was originally negotiated based on finished lots at $280,000, but was renegotiated down to $250,000 per finished lot as market conditions eroded and cost estimates increased.

In comparison to the subject, the date of sale/market conditions is fairly similar; the location is fairly similar; the minimum lot size is similar; the unimproved physical condition is inferior; and the CFD is similar. Overall, an upward adjustment for the inferior physical condition results in a firm lower limit indication of value for the subject at $250,000 per finished lot.

Data No. 7 is located at the northwest corner of Mission Trail and Lemon St. in Lake Elsinore. It consisted of vacant and fairly flat land in unimproved condition but with an approved final tract map for 191 lots in a cluster/small-lot configuration, and with a planned CFD. The sale to MRP HNHB, LLC (The New Home Company) closed in May 2025 at the price of $16,300,000 or $85,340 per lot for the unimproved condition, with finished lots estimated at $211,000 per lot. The buyer plans the project called Elsinore Grove at Mission Trail, with homes to range in size from 1,323 s.f. to 2,146 s.f.

In comparison to the subject, the date of sale/market conditions is similar; the location is slightly inferior; the much smaller lot sizes are far inferior; the unimproved condition of the land was inferior; and the CFD is similar. Overall, upward adjustments for the various inferior factors results in a far lower limit indication of value for the subject at $211,000 per finished lot.

In summary, on a finished lot basis the analysis of the data supports far lower limit indications of value at $211,000 and $245,000; closer but still firm lower limit indications from $250,000 to $265,000; and close upper limits at $290,000 and $300,000.

An alternative analysis is by the finished lot ratio, which is calculated by the finished lot price divided by the projected or proforma average home price. As indicated for Data Nos. 2 and 5, the finished lot ratios range from 38% to 40%, and other data indicates up to 44%. Considering the subject lots in near finished condition, part of an ongoing project, but also a higher-priced product, a range of 39-40% has been used. Applying this range to the average home price of $725,000 (average value previously concluded for the completed-closed homes), the resulting indication as follows:

$725,000 x .39-.40 = $282,750 to $290,000/finished lot

The conclusion for the subject lots is $285,000 per lot if in finished condition.

Deduction of Costs to Complete

Then, a deduction is made for the remaining land development costs plus development impact fees to get all lots to a fully finished condition. Per information provided by the builder, the remaining cost amount is a total of $1,230,880. This includes items of engineering, consultants, bonds, permits, soils work, fees, utilities, street improvements and common area landscape. It is noted that none of these costs or fees are to be funded or reimbursed by the CFD bond proceeds.

This cost amount of $1,230,880 is allocated over the total of 29 lots that are either vacant lots or have homes under construction. This results in an allocation of $42,444 per lot to these 29 lots.

ANALYSIS OF VACANT LOTS, Continuing

Conclusion for Vacant Lots – As Is Condition

Thus, relative to the 20 vacant lots, the following indication results:

20 vacant lots, if in finished condition @ $285,000/lot =		$5,700,000
Less alloc. of remaining costs: 20 lots @ $42,444/lot =		- 848,880
Value, As Is Condition:		$4,851,120
	Rd.	$4,850,000

CONCLUSION OF VALUE

Based on the foregoing, the total value indication for the subject Avalino neighborhood in its as is condition, is calculated as follows:

79 completed-closed homes @ $725,000 =	$57,275,000
9 completed-unclosed homes @ $580,000 =	$ 5,220,000
4 homes, ±75% completion @ $400,000 =	$ 1,600,000
5 homes, ±25% completion @ $290,000 =	$ 1,450,000
20 vacant lots =	$ 4,850,000
Value Indication, As Is Condition:	$70,395,000

Thus, as the result of this analysis, I have arrived at the following overall conclusion of market value for the as is condition of the subject Avalino neighborhood, subject to the Assumptions and Limiting Conditions, and as of November 3, 2025:

$70,395,000

(SEVENTY MILLION THREE HUNDRED NINETY-FIVE THOUSAND DOLLARS)

ADDENDA

QUALIFICATIONS
OF
STEPHEN G. WHITE, MAI

PROFESSIONAL EXPERIENCE

Real Estate Appraiser since 1976.

1983 through current date: Self-employed; office located at 1801 Lexington Dr., Fullerton, CA 92835 (Phone: 714-738-1595)

1976-1982: Employed by Cedric A. White, Jr., MAI, independent appraiser located in Anaheim.

Real estate appraisals have been completed on most types of properties for purposes of fair market value, leased fee value, leasehold value, easement value, partial acquisitions and severance damages.

PROFESSIONAL ORGANIZATIONS

Designated Member, Appraisal Institute; MAI designation obtained 1985

Affiliate Member, Pacific West Association of Realtors

LICENSES

Licensed by the State of California as a Certified General Real Estate Appraiser; BREA ID No. AG013311; valid through September 22, 2026.

EDUCATION

B.A. Economics & Business, Westmont College, Santa Barbara (1976)

Appraisal Institute Courses:
- Basic Appraisal Principles, Methods and Techniques
- Capitalization Theory and Techniques
- Urban Properties
- Litigation Valuation
- Standards of Professional Appraisal Practice

Numerous seminars and continuing education on various appraisal subjects, including valuation of easements and leased fee interests, litigation, the money market and its impact on real estate, and standards of professional appraisal practice.

COURT/TESTIMONY EXPERIENCE

Qualified as an expert witness in the Superior Courts of Orange, Los Angeles, Riverside and San Bernardino Counties; also for the Assessment Appeals Board of Orange and Los Angeles Counties.

TYPES OF PROPERTY APPRAISED

Residential: vacant lots, acreage and subdivisions; single family residences, condominiums, townhomes and apartment complexes.

Commercial: vacant lots/acreage; office buildings, retail/shopping centers, restaurants, hotels/motels.

Industrial: vacant lots and acreage; warehouses, manufacturing buildings, R&D buildings, industrial parks, mini-warehouses.

Special Purpose: mobilehome parks, churches, automobile agencies, medical buildings, convalescent hospitals, easements, leased fee and leasehold interests.

CLIENT LIST

Corporations:

Aera Energy
British Pacific Properties
BSI Consultants
Crown Central Petroleum
Firestone Building Materials
Foodmaker Realty Corp.
Greyhound Lines
Holiday Rambler Corp.
International Baking Co.
Johnson Controls
Kampgrounds of America
Knowlwood Restaurants
Kroger Company
La Habra Products, Inc.
MCP Foods
Orangeland RV Park
Pacific Scientific
Penhall International
Pic 'N Save Stores
Sargent-Fletcher Co.
Shell-Western E&P
Southern Distributors Corp.
Southern California Edison
The Home Depot
Tooley and Company
Wastewater Disposal Co.

Developers:

Brighton Homes
BRIDGE Housing
Brookfield
Citation Builders
Davison-Ferguson Investment Devel.
D.T. Smith Homes
Irvine Company
Kathryn Thompson Developers
Mission Viejo Co.
Premier Homes
Presley Homes
Rockefeller & Associates
Taylor Woodrow Homes
Unocal Land & Development

Law Firms:

Atkinson, Andelson, Loya, Ruud & Romo
Baldikoski, Klotz & Dragonette
Best, Best & Krieger LLP
Bowie, Arneson, Wiles & Giannone
Bye, Hatcher & Piggott
Callahan, McCune & Willis
Cooksey, Coleman & Howard
Dawson & Dawson
Hamilton & Samuels
Horgan, Rosen, Beckham & Coren
Kirkland & Ellis
Latham & Watkins LLP
McKee, Charles C.
Mosich, Nicholas J.
Long, David M.
Nossaman, Guthner, Knox & Elliott, LLP
Oliver, Barr & Vose
Ollestad, Freedman & Taylor
Palmieri, Tyler, Wiener, Wilhelm & Waldron LLP
Paul, Hastings, Jonofsky & Walker LLP
Piggott, George B.
Pothier, Rose
Rosenthal & Zimmerman
Ross Wersching & Wolcott LLP
Rutan & Tucker, LLP
Sikora & Price, Inc.
Smith & Politiski
Williams, Gerold G.
Woodruff, Spradlin & Smart, P.C.
Yates, Sealy M.

Financial Institutions:

Ahmanson Trust Company
Barclays Bank
Chino Valley Bank
Continental Bank
First Interstate Mortgage
First Niagara Bank
First Wisconsin Bank
NorthMarq
Pacific Western Bank
San Clemente Savings & Loan
Security Pacific Bank
Sunwest Bank
United Calif. Savings Bank
Washington Square Capital

QUALIFICATIONS, Page 3

Cities:

Anaheim	Laguna Beach	San Diego
Baldwin Park	Lake Elsinore	San Marino
Buena Park	Long Beach	Santa Ana
City of Industry	Mission Viejo	Santee
Cypress	Orange	Seal Beach
Dana Point	Palm Desert	Stanton
Duarte	Placentia	Temecula
Fontana	Rialto	Tustin
Fullerton	Riverside	Wildomar
La Habra	San Clemente	Yorba Linda

Counties:

County of Orange	County of Riverside

Other Governmental:

Agua Mansa Industrial Growth Association	Lee Lake Water District
Eastern Municipal Water District	Metropolitan Water District
El Toro Water District	Orange County Water District
Federal Deposit Insurance Corporation (FDIC)	Trabuco Canyon Water District
Kern County Employees Retirement Association	U.S. Postal Service

School Districts:

Alvord Unified	Irvine Unified	Riverside Unified
Anaheim Union High	Jurupa Unified	Romoland
Anaheim Elementary	Lake Elsinore Unified	Saddleback Valley Unified
Banning Unified	Menifee Union	San Jacinto Unified
Beaumont Unified	Moreno Valley Unified	San Marcos Unified
Capistrano Unified	Murrieta Valley Unified	Santa Ana Unified
Castaic Union	Newhall	Saugus Union
Cypress	Newport-Mesa Unified	Sulphur Springs Union
Etiwanda	Orange Unified	Westside Union
Fullerton	Palm Springs Unified	William S. Hart Union High
Fullerton Jt. Union High	Placentia-Yorba Linda Unif.	Victor Elementary
Garden Grove Unified	Poway Unified	
Hemet Unified	Rialto Unified	

Churches/Church Organizations:

Calvary Church, Santa Ana	Lutheran Church, Missouri Synod
Central Baptist Church, Pomona	Presbytery of Los Rancho
Christian & Missionary Alliance Church, Santa Ana	St. Mark's Lutheran Church, Hac. Hts.
Christian Church Foundation	United Methodist Church
Congregational Church, Fullerton	Vineyard Christian Fellowship
First Church of the Nazarene	Yorba Linda United Methodist Church

Other:

Beverly Hospital
The Claremont College Services
GOALS (nonprofit org.)

COMMUNITY FACILITIES DISTRICT 2023-1 (AVALINO) SPECIAL TAX BONDS SERIES 2026

BACKGROUND

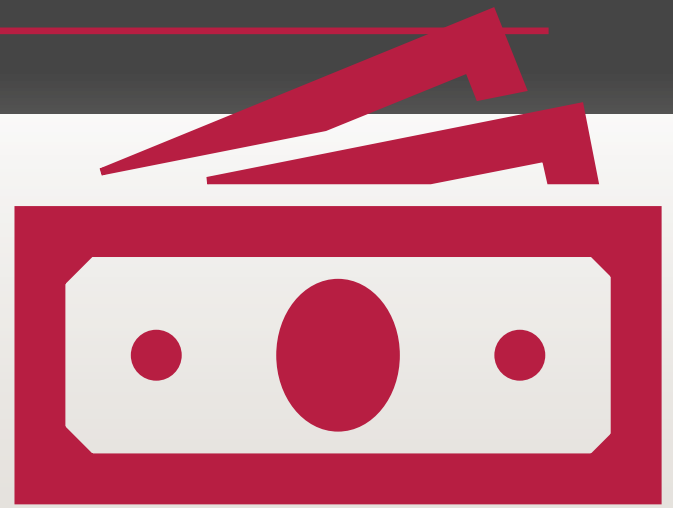
- CFD 2023-1 (Avalino) formed August 9th, 2023
  - Incur Bonded Indebtedness NTE $12,000,000
  - Bonds to be issued to Finance City Facilities, Storm Drain Costs, EVMWD Facility & Sewer Improvements, and Cost of Issuance
  - ~$295,000 in City Fee Premium to be Used For Any City Capital Project
- Housing Prices Ranging From $718,000 to $820,000
- Request for Bond Sale from DR Horton Pursuant to City Approved Formation Proceedings in 2023
- 117 Parcels – Over 67% Developed and Conveyed to Individual Owners
- Began Levying in FY2024-25

PROPOSED TRANSACTION

- Special Tax Bonds Secured by Special Tax Revenue Levied on CFD 2023-1 (Avalino)
- Principal Projected to Be About $10.7 Million – Dependent on Market
- 30 Year Maturity
- Appraised Value of Property - $70,395,000 as of November 3rd, 2025

GOOD FAITH ESTIMATES

- True Interest Cost of Bonds – 5.05%
- Total Finance Charges - $296,000
- Total Bond Proceeds Net of Finance Charges - $9,469,000
- Total Payment Amount to Final Maturity – $22,035,019



- These are not obligations of the City of Wildomar. They are secured by the Special Tax Levied on CFD 2023-1. There is no Fiscal Impact to the City of Wildomar

- *All Amounts Subject to Market Conditions and Actuals Costs to Be Confirmed When Bonds Are Priced in Late January 2026*

CITY:

- Approximately $1.4 million of Bond Proceeds to Fund DIF Eligible City Projects
- Additional Premium of $294,930 for any City Capital Project
- Storm Drain Improvements
- $30,000 per Year For Administration (With 2% Annual CPI Increase)
- CFD Funding Program Promotes New Development and Spurs Economic Activity

QUESTIONS / DISCUSSION

CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.1
Meeting Date: January 14, 2026

SUBJECT: Establishment of Community Facilities District No. 2025-1 (Camelia)

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
1. Adopt a Resolution entitled:

RESOLUTION NO. 2026 -____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

2. Adopt a Resolution entitled:

RESOLUTION NO. 2026 - ____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $10,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR AND CALLING AN ELECTION THEREIN

3. Adopt a Resolution entitled:

RESOLUTION NO. 2026 - ____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR CERTIFYING ELECTION RESULTS

4. 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. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR AUTHORIZING THE LEVY OF SPECIAL TAXES

SUMMARY:
Adoption of these resolutions and first reading of the Ordinance are required to form CFD 2025-1 (Camelia), calling an election, authorizing the levy of a Special Tax, and determining the necessity to incur bonded indebtedness in an amount not to exceed $10,000,000.

BACKGROUND:
KB Home Cal Management Services LLC, a Delaware limited liability company (the "Developer") owns 22.15 gross acres of property within the City which is proposed to be developed into 163 single-family residential homes. Such property is generally located to the southeast of a newly established intersection of Washington Avenue and a newly extended Jefferson Avenue on the border of the City of Murrieta. The Developer has requested that the City form a Community Facilities District (CFD No 2025-1 (Camelia)) to encompass the property in accordance with the Mello-Roos Community Facilities Act of 1982 (the "Act"), to finance the costs of certain public improvements through the levy of a special tax and the issuance of bonds. The maximum amount of bonded indebtedness proposed is $10,000,000.

On October 13, 2025, the City Council adopted Resolution Nos. 2025-56 and 2025-57, which declared the City's intention to establish the District, the intention to incur bonded indebtedness within the District, and calling for a public hearing to be held on December 10, 2025. On December 3, 2025, the City Council adopted Resolution No. 2025-66, which changed the public hearing date from December 10, 2025 to January 14, 2026.

The purpose of the public hearing is for the City Council to formally consider the approval of the formation of CFD 2025-1 (Camelia), the approval of the levy of the special taxes within the District, and the issuance of bonds to finance the public improvements benefitting the District. Notice of the public hearing was published in a newspaper of general circulation in the District and mailed to the property owner in accordance with the Act.

DISCUSSION:
In connection with the public hearing, Spicer Consulting Group prepared a CFD Public Hearing Report (Attachment 5), which describes and analyzes the facilities to be financed by the District, and the estimated costs of such facilities. Following the close of the public hearing, the City Council will be asked to adopt the Resolution of Formation (Attachment 1) and the Resolution Determining the Necessity to Incur Debt (Attachment 2) which, together approves the formation of the District, the levy of the special taxes in the District in accordance with the Rate and Method of Apportionment of special taxes for the District (the "RMA") and determines the necessity for the District to issue bonds in an amount not to exceed $10 million. Such resolutions call for an election to submit to the qualified voters of the District, ballot measures on the approval of the special taxes, the issuance of the bonds, and an appropriations limit for the District.

The Resolution of Formation also approves the execution and delivery of the Acquisition, Construction and Funding Agreement (the "Funding Agreement") with the Developer (Attachment 6) and a Joint Community Facilities Agreement (the "JCFA") with the Developer and Elsinore Valley Municipal Water District (the "Water District") (Attachment 7) in the forms presented to the City Council. The Funding Agreement sets forth the terms, among others, pursuant to which the District will finance District improvements. Under the Act, the District may finance certain facilities owned by another public agency so long as there is a joint community facilities agreement with respect to such facilities. The JCFA with the Water District provides for the terms by which the District is authorized to finance water facilities to be owned

and operated by the Water District.

On file with the City Clerk is a Certificate of the Registrar of Voters of Riverside County certifying that there are no registered voters residing within the boundaries of the District (Attachment 8). Accordingly, under the 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 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 (Attachment 3). 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 (Attachment 4).

FISCAL IMPACT:
There is no impact to the General Fund to form the District. Costs of formation are paid out of a deposit made by the Developer. This deposit may be reimbursed once bonds are sold in accordance with a reimbursement agreement previously approved by the City Council. If established and subject to necessary City Council and voter approvals, the District will annually levy special taxes on all of the taxable property within the District in accordance with the RMA. Such special taxes will be used to pay for the costs of facilities, debt service on bonds and administration of CFD No. 2025-1. Any bonds issued by the District are not obligations of the City's General Fund and will be secured solely by the special taxes levied within CFD No. 2025-1.

The RMA provides that the annual special tax rates for FY 2025-26 will range from $2,397 for home sizes less than 1,500 square fee up to $2,793 for home sizes greater than 1,700 square fee. The special tax rates escalate at 2% per year.

ATTACHMENTS:
Attachment #1 - Resolution Of Formation City Of Wildomar CFD 2025-1 (Camelia).docx
Attachment #2 - Resolution Of Necessity To Incur Debt City Of Wildomar CFD 2025-1 (Camelia).docx
Attachment #3 - Resolution Certifying Election Results City Of Wildomar CFD 2025-1 (Camelia).docx
Attachment #4 - Ordinance City Of Wildomar CFD 2025-1 (Camelia).docx
Attachment #5 - CFD 2025-1 - CFD Report - Final.pdf
Attachment #6 - Acquisition Agreement Wildomar CFD 2025-1 (Camelia).docx
Attachment #7 - Joint_Community_Facilities_Agmt_(JCFA)_with_EVMWD_-_Wildomar_CFD_2025-1_(Camelia)-c1.pdf
Attachment #8 - Certificate of ROV (Camelia).pdf
Attachment #9 - Public Hearing Presentation for CFD2025-1 Camelia

RESOLUTION NO. 2026-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

WHEREAS, the City Council (the "City Council") of the City of Wildomar (the "City") has heretofore adopted Resolution No. 2025-56 stating its intention to form Community Facilities District No. 2025-1 (Camelia) of the City of Wildomar ("Community Facilities District No. 2025-1" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, a copy of Resolution No. 2025-56 setting forth a description of the proposed boundaries of Community Facilities District No. 2025-1, 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, on December 3, 2025, this City Council adopted Resolution No. 2025-66, which changed the public hearing date relative to the proposed formation of Community Facilities District No. 2025-1, the levy of the special tax therein (the "Special Tax") and the issuance of bonded indebtedness by the District previously called for December 10, 2025 to January 14, 2026; and

WHEREAS, notice was published and mailed to all landowners of the land proposed to be included within the District as required by law relative to the intention of this City Council to form proposed Community Facilities District No. 2025-1 and to levy the Special Tax and to incur bonded indebtedness in the amount of up to $10,000,000 therein to finance the facilities and incidental expenses described in Resolution No. 2025-56 and

WHEREAS, on January 14, 2026, this City Council conducted a noticed public hearing as required by law relative to the proposed formation of Community Facilities District No. 2025-1, the levy of the Special Tax therein and the issuance of bonded indebtedness by the District; and

WHEREAS, at the January 14, 2026 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 January 14, 2026 public hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2025-1, 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. 2025-1 for each of the 90 days prior to January 14, 2026 and that the qualified electors in Community Facilities District No. 2025-1 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. 2025-1 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. 2025-56 (the "Rate and Method"), (ii) the issuance of bonds to finance the Facilities and Incidental Expenses, and (iii) the establishment of an appropriations limit for Community Facilities District No. 2025-1; and

WHEREAS, in order to facilitate the funding of the Facilities, the legislative body of the District desires to enter into an Acquisition, Construction and Funding Agreement (the "Funding Agreement") with KB Home Cal Management Services LLC, a Delaware limited liability company (the "Developer") and the form of the Funding Agreement is on file with the City Clerk; and

WHEREAS, in connection with the proposed formation of the District, the City proposes to enter into a Joint Community Facilities Agreement (the "JCFA") with the 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. 2025-1 (Camelia) of the City of Wildomar" is hereby established pursuant to the Act. The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1(b) of the Act.

Section 3. The boundaries of Community Facilities District No. 2025-1 are established as shown on the map designated "Proposed Boundary Map Community Facilities District No. 2025-1 (Camelia) of the City of Wildomar, County of Riverside, State of California", which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder's office of the County of Riverside in Book No. 97, Page No. 65 on October 22, 2025 as Instrument No. 2025-0324156.

Section 4. The types of Facilities and Incidental Expenses authorized to be provided for Community Facilities District No. 2025-1 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. 2025-56 and incorporated herein by this reference, and the City Council hereby finds that the Rate and Method contains sufficient detail to allow each landowner within the District to estimate the maximum amount that may be levied against each parcel. As described in greater detail in the Engineer's Report, which is incorporated by reference herein, the Special Tax is based on the expected demand that each parcel of real property within Community Facilities District No. 2025-1 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. 2025-1 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. 2025-1, increase the levy to the extent necessary and permitted by law and these proceedings upon the remaining property within Community Facilities District No. 2025-1 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. 2025-1, 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. 2025-1 and will be benefited by the Facilities proposed to be provided within Community Facilities District No. 2025-1.

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. 2025-1 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. 2025-1 as are proposed to be provided by the Facilities to be financed by Community Facilities District No. 2025-1.

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. 2025-1 on the propositions of levying the Special Tax on the property within Community Facilities District No. 2025-1 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. 2025-1 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 January 14, 2026, 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 January 14, 2026, 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 January 14, 2026. The election shall be conducted by the City Clerk. Except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City of Wildomar insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to conduct the election following the adoption of this resolution, and all ballots shall be received by, and the City Clerk shall close the election by, 9:00 p.m. on the election day; provided the election shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. Pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed in person, or by mail with return postage prepaid, to the qualified electors within Community Facilities District No. 2025-1. 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 October 20, 2025. Accordingly, since there were fewer than 12 registered voters within the District for each of the 90 days preceding January 14, 2026, the qualified electors shall be the landowners within the District and each landowner, or the authorized representative thereof, shall have one vote for each acre or portion thereof that such landowner owns within Community Facilities District No. 2025-1, 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 January 14, 2026, which waiver is on file with the City Clerk.

Section 13. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose including, but not limited to, paying any cost incurred in creating Community Facilities District No. 2025-1. 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. 2025-1. 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 Mayor, the City Manager, the Finance 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 Mayor, the City Manager, the Finance 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 14th day of January, 2026:

Carlos Marquez
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales Garcia, CMC
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales Garcia, 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 January 14, 2026 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales Garcia, CMC
City Clerk
City of Wildomar

ATTACHMENT A

Types of Facilities
to Be Financed by Community
Facilities District No. 2025-1 (Camelia) of the City of Wildomar

The proposed types of public facilities and expenses to be financed by the District include:

The construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) drainage, library, park, police, fire, roadway, traffic, administration and community center facilities, animal shelter facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities"), and (ii) water and sewer facilities including the acquisition of capacity in the sewer system and/or water system of the Elsinore Valley Municipal Water District which are included in Elsinore Valley Municipal Water District's water and sewer capacity and connection fee programs (the "Water District Facilities" together, with the City Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

a. The cost of engineering, planning and designing the Facilities;

b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

ATTACHMENT B

BALLOT PROPOSITIONS

COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR

SPECIAL TAX AND SPECIAL BOND ELECTION

January 14, 2026

PROPOSITION A: Shall Community Facilities District No. 2025-1 (Camelia) 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 $10,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2025-56 of the City Council of the City of Wildomar?

YES_____

NO_____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2025-56 of the City Council of the City of Wildomar be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2025-56, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?

YES_____

NO_____

PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to $5,000,000?

YES_____

NO_____

RESOLUTION NO. 2026-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED $10,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR AND CALLING AN ELECTION THEREIN

WHEREAS, on October 13, 2025, the City Council of the City of Wildomar (the "City Council") adopted Resolution No. 2025-56 stating its intention to form Community Facilities District No. 2025-1 (Camelia) of the City of Wildomar ("Community Facilities District No. 2025-1" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"); and

WHEREAS, on October 13, 2025, the City Council also adopted Resolution No. 2025-57 stating its intention to incur bonded indebtedness in the amount of up to $10,000,000 within proposed Community Facilities District No. 2025-1 to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of public facilities identified in Attachment B to Resolution No. 2025-56, and (2) the incidental expenses to be incurred in financing such public facilities and forming and administering the District, as identified in Attachment B to Resolution No. 2025-56; and

WHEREAS, on December 3, 2025, this City Council adopted Resolution No. 2025-66, which changed the public hearing date relative to the proposed formation of Community Facilities District No. 2025-1, the levy of the special tax therein and the issuance of bonded indebtedness by the District, previously called for December 10, 2025 to January 14, 2026; and

WHEREAS, notice was published as required by law relative to the intention of the City Council to form proposed Community Facilities District No. 2025-1 and to incur bonded indebtedness in the amount of up to $10,000,000 within the boundaries of proposed Community Facilities District No. 2025-1; and

WHEREAS, on January 14, 2026, this City Council conducted a noticed public hearing to determine whether it should proceed with the formation of Community Facilities District No. 2025-1, issue bonds to pay for the facilities and incidental expenses described in Resolution No. 2025-56 and authorize the rate and method of apportionment of a special tax to be levied within Community Facilities District No. 2025-1 for the purposes described in Resolution No. 2025-56; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2025-1, 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. 2026-__ establishing Community Facilities District No. 2025-1 (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. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. It is necessary to incur bonded indebtedness in a maximum aggregate principal amount not to exceed $10,000,000 within Community Facilities District No. 2025-1.

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. 2025-1, 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. 2025-1, other than property exempted from the special tax pursuant to the provisions of the rate and method of apportionment attached to Resolution No. 2025-56 as Attachment C, shall pay for the bonded indebtedness pursuant to the levy of the special tax authorized by the Resolution of Formation.

Section 4. The maximum term of the bonds to be issued shall in no event exceed 35 years or such longer term as is then permitted by law.

Section 5. The bonds shall bear interest at the rate or rates not to exceed the maximum interest rate permitted by law, payable annually or semiannually, or in part annually and in part semiannually, except the first interest payment may be for a period of less than six months, with the actual rate or rates and times of payment to be determined at the time or times of sale thereof.

Section 6. The bonds may bear a variable or fixed interest rate, provided that such variable rate or fixed rate shall not exceed the maximum rate permitted by Section

53531 of the Government Code, or any other applicable provision of law limiting the maximum interest rate on the bonds.

Section 7. Pursuant to Section 53351 of the Act, a special election is hereby called for Community Facilities District No. 2025-1 on the proposition of incurring the bonded indebtedness. The proposition relative to incurring bonded indebtedness in the maximum aggregate principal amount of $10,000,000 shall be in the form of Proposition A set forth in Attachment A hereto. In accordance with Sections 53351(h) and 53353.5 of the Act, the election shall be consolidated with the special election called on the proposition of levying a special tax within the District as described in the Resolution of Formation, which proposition shall be in the form of Proposition B set forth in Attachment A hereto, and on the proposition of establishing an appropriations limit for the District, which proposition shall be in the form of Proposition C set forth in Attachment A hereto.

Section 8. The date of the special election for Community Facilities District No. 2025-1 on the propositions of incurring the bonded indebtedness, authorizing the levy of the special tax and setting an appropriations limit shall be January 14, 2026, 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 January 14, 2026, 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 January 14, 2026. The election shall be conducted by the City Clerk. Except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City of Wildomar insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to conduct the election following the adoption of the Resolution of Formation, and this resolution and all ballots shall be received by and the City Clerk shall close the election by 9:00 p.m. on the election day; provided the election shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. Pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed in person, or by mail with return postage prepaid, to the qualified electors within Community Facilities District No. 2025-1. 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 October 20, 2025. Accordingly, since there were fewer than 12 registered voters within the District for each of the 90 days preceding January 14, 2026, the qualified electors shall be the landowners within the District and each landowner, or the authorized representative thereof, shall have one vote for each acre or portion thereof that such landowner owns within Community Facilities District No. 2025-1, 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 January 14, 2026, which waiver is on file with the City Clerk.

Section 9. This Resolution shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 14th day of January, 2026:

Carlos Marquez
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales Garcia, CMC
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales Garcia, 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 January 14, 2026 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales Garcia, CMC
City Clerk
City of Wildomar

ATTACHMENT A

BALLOT PROPOSITIONS

COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR

SPECIAL TAX AND SPECIAL BOND ELECTION

January 14, 2026

PROPOSITION A: Shall Community Facilities District No. 2025-1 (Camelia) 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 $10,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2025-56 of the City Council of the City of Wildomar?

YES_____

NO_____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2025-56 of the City Council of the City of Wildomar be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2025-56, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?

YES_____

NO_____

PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to $5,000,000?

YES_____

NO_____

RESOLUTION NO. 2026-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR CERTIFYING ELECTION RESULTS

WHEREAS, the City Council of the City of Wildomar called and duly held an election on January 14, 2026 within the boundaries of Community Facilities District No. 2025-1 (Camelia) of the City of Wildomar ("Community Facilities District No. 2025-1" or the "District") pursuant to Resolution Nos. 2025-__ and 2025-__ for the purpose of presenting to the qualified electors within the District Propositions A, B and C, attached hereto as Attachment A; and

WHEREAS, there has been presented to this City Council a certificate of the City Clerk canvassing the results of the election, a copy of which is attached hereto as Attachment B;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and is adopted by the legislative body of the District.

Section 2. Propositions A, B and C presented to the qualified electors of the District on January 14, 2026 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 $10,000,000 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 14th day of January, 2026:

Carlos Marquez
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales Garcia, CMC
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales Garcia, 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 January 14, 2026 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales Garcia, CMC
City Clerk
City of Wildomar

ATTACHMENT A

BALLOT PROPOSITIONS

COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR

SPECIAL TAX AND SPECIAL BOND ELECTION

January 14, 2026

PROPOSITION A: Shall Community Facilities District No. 2025-1 (Camelia) 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 $10,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2025-56 of the City Council of the City of Wildomar?

YES_____

NO_____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2025-56 of the City Council of the City of Wildomar be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 2025-56, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?

YES_____

NO_____

PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to $5,000,000?

YES_____

NO_____

ATTACHMENT B

CERTIFICATE OF CITY CLERK
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS

I, Janet Morales Garcia, City Clerk of the City of Wildomar, do hereby certify that I have examined the returns of the Special Tax and Bond Election for Community Facilities District No. 2025-1 (Camelia) of the City of Wildomar. The election was held in the Wildomar City Hall Council Chambers 23873 Clinton Keith Rd. Suite 106, Wildomar, CA 92595, on January 14, 2026. 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 14th day of January, 2026.

_____
Janet Morales Garcia, CMC
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. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR AUTHORIZING THE LEVY OF SPECIAL TAXES

WHEREAS, on October 13, 2025, the City Council (the "City Council") of the City of Wildomar (the "City") adopted Resolution No. 2025-56 declaring its intention to form Community Facilities District No. 2025-1 (Camelia) of the City of Wildomar (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"), and its Resolution No. 2025-57 declaring its intention to incur bonded indebtedness for the District; and

WHEREAS, on December 3, 2025, the City Council adopted Resolution No. 2025-66, which changed the public hearing date relative to the proposed formation of Community Facilities District No. 2025-1, the levy of the special tax therein and the issuance of bonded indebtedness by the District, previously called for December 10, 2025 to January 14, 2026; and

WHEREAS, on January 14, 2026, after providing all notice required by the Act, the City Council conducted a noticed public hearing required by the Act relative to the proposed formation of the District, the proposed levy of a special tax therein to finance certain public facilities described in Resolution No. 2025-56 and to secure the payment of any bonded indebtedness of the District, and the proposed issuance of up to $10,000,000 of bonded indebtedness as described in Resolution No. 2025-57; and

WHEREAS, at the January 14, 2026 public hearing, all persons desiring to be heard on all matters pertaining to the formation of the District and the proposed levy of the special tax to finance the facilities described in Resolution No. 2025-56 and to secure the payment of up to $10,000,000 of bonded indebtedness of the District as described in Resolution No. 2025-57 (the "Bonds") were heard and a full and fair hearing was held; and

WHEREAS, on January 14, 2026, the City Council adopted Resolution Nos. 2026-__ and 2026-__ which formed the District and called a special election within the District on January 14, 2026 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 January 14, 2026, a special election was held within the District at which the qualified electors approved by more than a two-thirds vote Propositions A, B and C authorizing the levy of a special tax within the District for the purposes described in Resolution No. 2025-56, the issuance of the Bonds as described in Resolution No. 2025-57 and establishing an appropriations limit for the District; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR, ORDAINS AS FOLLOWS:

Section 1. The above recitals are all true and correct.

Section 2. By the passage of this Ordinance, the City Council authorizes and levies special taxes within the District pursuant to Sections 53328 and 53340 of the Act at the rates and in accordance with the rate and method of apportionment set forth in Attachment C to Resolution No. 2025-56, which is incorporated by reference herein (the "Rate and Method"). The special taxes are hereby levied commencing in the fiscal year specified in the Rate and Method and in each fiscal year thereafter until payment in full of the Bonds (including any bonds issued to refund the Bonds), payment of all costs of the public facilities and services authorized to be financed by the District, and payment of all costs of administering the District.

Section 3. Each of the Mayor, the City Manager, the Finance 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 F of the Rate and Method. No other properties or entities are exempt from the special tax unless the properties or entities are expressly exempted in Resolution No. _____ 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._____.

Section 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes (which such procedures include the exercise of all rights and remedies permitted

by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by this City Council from time to time.

Section 7. As a cumulative remedy, if any amount levied as a special tax for payment of the interest or principal of the Bonds (including any bonds issued to refund the Bonds), together with any penalties and other charges accruing under this Ordinance, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the Bonds (including any bonds issued to refund the Bonds), order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax, as authorized by the Act.

Section 8. The Mayor of the City shall sign this Ordinance and the City Clerk shall attest to the Mayor's signature and then cause the same to be published within fifteen (15) days after its passage at least once in The Press Enterprise, a newspaper of general circulation published and circulated in the City of Wildomar.

Section 9. The specific authorization for adoption of this Ordinance is pursuant to the provisions of Section 53340 of the Act.

Section 10. The City Clerk is hereby authorized to transmit a certified copy of this Ordinance to the Treasurer-Tax Collector of the County of Riverside, and to perform all other acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

Section 11. A full reading of this Ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 12. This Ordinance shall take effect thirty days after its final passage.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2026:

_____
Carlos Marquez
Mayor

DRAFT

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales Garcia, CMC
City Clerk

DRAFT

SPICER CONSULTING GROUP

CITY OF WILDOMAR

Public Hearing Report

Community Facilities District No. 2025-1 (Camelia)

January 14, 2026

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Background

On October 13, 2025, the City Council (the "City Council") of the City of Wildomar (the "City"), adopted a Resolution of Intention to form Community Facilities District No. 2025-1 (Camelia) of the City of Wildomar (the "CFD No. 2025-1"), Resolution No. 2025-56, pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, (the "Act").

CFD No. 2025-1 is currently comprised of one parcel and approximately 22.15 gross acres. Tract Map 37156 includes 163 proposed single family residential properties. The properties are generally located to the southeast of a newly established intersection of Washington Avenue and a newly extended Jefferson Avenue, on the border of the City to the City of Murrieta, within the City of Wildomar, California.

For a map showing the boundaries of CFD No. 2025-1 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. 2025-1;

2. A brief description of the Facilities required at the time of formation to meet the needs of CFD No. 2025-1.

3. A brief description of the Boundaries of CFD No. 2025-1; 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. 2025-1 and financed with the proceeds of special taxes and bonds issued by CFD No. 2025-1 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, animal shelter facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities"), and (ii) water and sewer facilities including the acquisition of capacity in the sewer system and/or water system of the Elsinore Valley Municipal Water District which are included in Elsinore Valley Municipal Water District's water and sewer capacity and connection fee programs (the "Water District Facilities" together, with the City Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities.

Incidental Expenses

The Incidental Expenses to be paid from bond proceeds and/or special taxes include:

a) The cost of engineering, planning and designing the Facilities; and

b) All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c) Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

All costs associated with the creation of CFD No. 2025-1, 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. 2025-1, including legal fees, fees of consultants, engineering, planning, designing and the annual costs to administer CFD No. 2025-1 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. 2025-1.

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. 2025-1 Bonds is estimated to be $7,385,000 based upon current dollars (Fiscal Year 2025-26).

b) For further particulars please reference Table 3-1 below and incorporated herein by reference.

c) Pursuant to Section 53340 of the Act, the proceeds of any special tax levied and collected by CFD No. 2025-1 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. 2025-1 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 Facilities	Total	Bond Allocation(1)
Storm Drain Improvements	$2,466,398	$2,466,398
Street Improvements	$2,603,831	$2,603,831
Total City Facilities	**$5,070,229**	**$5,070,229**

Elsinore Valley Municipal Water District Fees	Total	Bond Allocation(1)
Water Fee	$3,618,763	$1,228,724
Sewer Fee	$2,415,823	$0
Total Elsinore Valley Municipal Water District Fees	**$6,034,586**	**$1,228,724**

Total Eligible Fees/Improvements	$11,104,815	$6,298,953
Incidental Financing Costs		$1,086,047
Total Funded by Bond Proceeds		**$7,385,000**

Total Fees/Improvements to be Funded by Developer		**$4,707,820**

(1) Amounts are allocated based upon estimated bond sizing and may change based upon market conditions at the time of bond issuance.

The CFD No. 2025-1 includes approximately 22.15 gross acres on one undeveloped assessor's parcel in Tract Map 37156 located in the City. The property within CFD No. 2025-1 is expected to be developed with 163 single family residential units. The District is generally located to the southeast of a newly established intersection of Washington Avenue and a newly extended Jefferson Avenue, on the border of the City to the City of Murrieta. As of Fiscal Year 2025-26 the proposed CFD No. 2025-1 includes the following Assessor's Parcel Numbers:

Assessor Parcel Number
380-220-010

A map showing the boundaries of CFD No. 2025-1 is included in Appendix B.

The Rate and Method of Apportionment allows each property owner within CFD No. 2025-1 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. 2025-1, and provided further that CFD No. 2025-1 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. 2025-1, unless exempted by law or by the Rate and Method proposed for CFD No. 2025-1, shall be taxed for the purpose of providing necessary facilities to serve the District. The Boundary Map for CFD No. 2025-1 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. 2025-1 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.

Table 5-1
Assigned Special Tax for Developed Property
Fiscal Year 2025-26

Land Use Category	Taxable Unit	Building Square Footage	Assigned Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	Less than 1,500 sq. ft	$2,397.00
2. Single Family Residential Property	RU	1,500 sq. ft to 1,700 sq. ft	$2,533.00
3. Single Family Residential Property	RU	Greater than 1,700 sq. ft	$2,793.00
4. Multifamily Property	Acre	N/A	$44,811.00
5. Non-Residential Property	Acre	N/A	$44,811.00

Escalation of Special Taxes

On each July 1, commencing on July 1, 2026 the Assigned Special Tax shall increase by two percent (2.0%), of the amount in effect in the prior Fiscal Year.

For particulars as to the Rate and Method for CFD No. 2025-1, see the attached and incorporated in Appendix A.

Based on the information provided herein, it is my opinion that the described facilities herein are those that are necessary to meet increased demands placed upon the City of Wildomar as a result of development occurring within the CFD No. 2025-1 and benefits the lands within said CFD No. 2025-1. 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: December 10, 2025

SPICER CONSULTING GROUP, LLC

SHANE SPICER
SPECIAL TAX CONSULTANT FOR
CITY OF WILDOMAR
RIVERSIDE COUNTY
STATE OF CALIFORNIA

Appendix A:
Rate and Method of Apportionment

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR

A Special Tax (all capitalized terms not otherwise defined herein are defined in Section A, "Definitions", below) shall be applicable to each Assessor's Parcel of Taxable Property located within the boundaries of the City of Wildomar Community Facilities District No. 2025-1 (Camelia) of the City of Wildomar ("CFD No. 2025-1"). The amount of Special Tax to be levied in each Fiscal Year on an Assessor's Parcel shall be determined by the City Council of the City of Wildomar, acting in its capacity as the legislative body of CFD No. 2025-1, by applying the appropriate Special Tax for Developed Property, Approved Property, Undeveloped Property, and Provisional Undeveloped Property that is not Exempt Property as set forth below. All of the real property, unless exempted by law or by the provisions hereof in Section F, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, Condominium Plan, or other recorded parcel map or instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2025-1: the costs of computing the Special Taxes and preparing the Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting Special Taxes to the Trustee; the costs of the Trustee (including legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2025-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2025-1 or any designee thereof of complying with continuing disclosure requirements of the City, CFD No. 2025-1 and any major property owner associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2025-1 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses. Administration Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2025-1 for any other administrative purposes of CFD No. 2025-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Approved Property" means all Assessor's Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied,

(ii) that have an assigned Assessor's Parcel Number from the County shown on an Assessor's Parcel Map for the individual lot included on the Final Map, and (iii) that have not been issued a building permit on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

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

"Assessor's Parcel Number" means that number assigned to an Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax" means the Special Tax of that name described in Section D below.

"Backup Special Tax" means the Special Tax of that name described in Section D below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax of CFD No. 2025-1 has been pledged.

"Building Permit" means the first legal document issued by the City giving official permission for new construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator, provided that following such determination the Maximum Special Tax that may be levied on all Assessor's Parcels of Taxable Property will be at least 1.1 times annual debt service on all outstanding Bonds plus the estimated annual Administrative Expenses.

"Building Square Footage" or **"BSF"** means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the Building Permit for such Assessor's Parcel.

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

"CFD" or **"CFD No. 2025-1"** means Community Facilities District No. 2025-1 (Camelia) of the City of Wildomar established by the City under the Act.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement, and providing for the levy and collection of the Special Taxes.

"City" means the City of Wildomar, State of California.

"City Council" means the City Council of the City of Wildomar, acting as the legislative body of CFD No. 2025-1.

"Condominium Plan" means a Condominium Plan pursuant to California Civil Code, Section 6624.

"County" means the County of Riverside, State of California.

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

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section F.

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

"Fiscal Year" means the period commencing on July 1st of any year and ending the following June 30th.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Category" means any of the categories listed in Table 1 of Section D.

"Maximum Special Tax" means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Section D below, that can be levied by CFD No. 2025-1 on such Assessor's Parcel.

"Multifamily Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for the purpose of constructing a building or buildings comprised of attached Residential Units available for rental by the general public, not for sale to an end user, and under common management, as determined by the CFD Administrator.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit(s) was issued for a non-residential use. The CFD Administrator shall make the determination if an Assessor's Parcel is Non-Residential Property.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel, as described in Section G.2.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel, as described in Section G.1.

"Proportionately" means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Assessor's Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Assessor's Parcels of Approved Property, and (iii) Undeveloped Property or Provisional Undeveloped Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Assessor's Parcels of Undeveloped Property or Provisional Undeveloped Property, as applicable.

"Provisional Undeveloped Property" means all Assessor's Parcels of Taxable Property that would otherwise be classified as Exempt Property pursuant to the provisions of Section F, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage set forth in Section F.

"Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one or more Residential Units.

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

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

"Single Family Residential Property" means all Assessor's Parcels of Residential Property other than Multifamily Property.

"Special Tax" or **"Special Taxes"** means any of the special taxes authorized to be levied within CFD No. 2025-1 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement " means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to replenish any reserve funds established in association with the Bonds (provided that the same amount was not previously levied), (v) an amount up to any anticipated shortfall (based on the prior year's delinquency rate) due to Special Tax delinquencies and (vi) for the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2025-1 or the payment of debt service on Bonds anticipated to be issued, provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Approved Property or Undeveloped Property as set forth in Steps Two or Three of Section E., less (vii) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to the Indenture.

"Taxable Property" means all Assessor's Parcels within CFD No. 2025-1, which are not Exempt Property.

"Taxable Unit" means either a Residential Unit or an Acre.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property, Approved Property, or Provisional Undeveloped Property.

B. SPECIAL TAX

Commencing Fiscal Year 2025-2026 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property, up to the applicable Maximum Special Tax, to fund the Special Tax Requirement.

C. ASSIGNMENT TO LAND USE CATEGORY FOR SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2025-2026, each Assessor's Parcel within CFD No. 2025-1 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Approved Property, Undeveloped Property or Provisional Undeveloped Property.

Assessor's Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property. Each Assessor's Parcel of Residential Property shall further be classified as a Single Family Residential Property or Multifamily Property. Each Assessor's Parcel of Single Family Residential Property shall be further assigned to a Land Use Category based on its Building Square Footage.

In the event that there are Assessor's Parcel(s) for which one or more Building Permits for Residential Units have been issued and the County has not yet assigned final Assessor's Parcel Number(s) to such Assessor's Parcel(s) (in accordance with the Final Map or Condominium Plan), the amount of the Special Tax levy on such Assessor's Parcel for each Fiscal Year shall be determined as follows: (1) the CFD Administrator shall first determine an amount of the Maximum Special Tax for such Assessor's Parcel, based on the classification of such Assessor's Parcel as Undeveloped Property; (2) the amount of the Special Tax for the Residential Units on such Assessor's Parcel for which Building Permits have been issued shall be determined based on the Developed Property Special Tax rates and such amount shall be levied as Developed Property in accordance with Step 1 of Section E below; and (3) the amount of the Special Tax on the Taxable Property in such Assessor's Parcel not subject to the Special Tax levy in clause (2) shall be equal to: (A) the percentage of the Maximum Special Tax rate levied on Undeveloped Property pursuant to Step 3 of Section E below, multiplied by the total of the amount determined in clause (1), less (B) the amount determined in clause (2).

D. MAXIMUM SPECIAL TAX

1. Developed Property

The Maximum Special Tax for each Assessor's Parcel of Single Family Residential Property in any Fiscal Year shall be the greater of (i) the Assigned Special Tax for such Assessor's Parcel or (ii) the Backup Special Tax.

The Maximum Special Tax for each Assessor's Parcel of Multifamily Property and Non-Residential Property shall be the applicable Assigned Special Tax described in Table 1 of Section D.

a. Assigned Special Tax

Each Fiscal Year, each Assessor's Parcel of Single Family Residential Property, Multifamily Property or Non-Residential Property shall be subject to an Assigned Special Tax. The Assigned Special Tax for Fiscal Year 2025-2026 applicable to an Assessor's Parcel of Developed Property shall be determined pursuant to Table 1 below.

TABLE 1
ASSIGNED SPECIAL TAX FOR DEVELOPED PROPERTY
FISCAL YEAR 2025-2026

Land Use Category	Taxable Unit	Building Square Footage	Assigned Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	Less than 1,500 sq. ft	$2,397.00
2. Single Family Residential Property	RU	1,500 sq. ft to 1,700 sq. ft	$2,533.00
3. Single Family Residential Property	RU	Greater than 1,700 sq. ft	$2,793.00
4. Multifamily Property	Acre	N/A	$44,811.00
5. Non-Residential Property	Acre	N/A	$44,811.00

On each July 1, commencing July 1, 2026, the Assigned Special Tax rate for Developed Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

b. Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for each Taxable Unit for all Land Use Categories located on the Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

c. Backup Special Tax

The Backup Special Tax for an Assessor's Parcel within a Final Map classified as Single Family Residential Property shall be $2,895 per Residential Unit.

Notwithstanding the foregoing, if all or any portion of the applicable Final Maps and/or Condominium Plan contained within the boundaries of CFD No. 2025-1 is subsequently changed or modified, then the Backup Special Tax for Single Family Residential Property or Approved Property in such Final Map or Condominium Plan area that is changed or modified shall be recalculated as follows:

1. Determine the total Backup Special Taxes anticipated to apply to the changed or modified Final Map or Condominium Plan area prior to the change or modification.

2. The result of paragraph 1 above shall be divided by the total number of Residential Units constructed and/or anticipated to be constructed within such changed or modified Final Map or Condominium Plan area, as reasonably determined by the CFD Administrator.

The result of paragraph 2 is the Backup Special Tax per Residential Unit which shall be applicable to Assessor's Parcels of Single Family Residential Property or Approved Property in such changed or modified Final Map or Condominium Plan area contained within the boundaries of CFD No. 2025-1.

Notwithstanding the foregoing, the Backup Special Tax for an Assessor's Parcel of Developed Property for which a certificate of occupancy has been granted may not be revised.

On each July 1, commencing July 1, 2026, the Backup Special Tax rate shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

2. Approved Property

The Maximum Special Tax for each Assessor's Parcel of Approved Property expected to be classified as Single Family Residential Property shall be the Backup Special Tax computed pursuant to Section D.1.c above.

The Maximum Special Tax for each Assessor's Parcel of Approved Property not expected to be classified as Single Family Residential Property shall be $44,811 per Acre.

On each July 1, commencing July 1, 2026, the Maximum Special Tax rate for Approved Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

3. Undeveloped Property and Provisional Undeveloped Property

The Maximum Special Tax for each Assessor's Parcel of Undeveloped Property and Provisional Undeveloped Property shall be $44,811 per Acre.

On each July 1, commencing July 1, 2026, the Maximum Special Tax rate for Undeveloped Property and Provisional Undeveloped Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing Fiscal Year 2025-2026 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property in accordance with the following steps:

Step One: (i) Prior to the first issuance of Bonds, the Special Tax shall be levied at 100% of the applicable Assigned Special Tax rates on Developed Property and (ii) subsequent to the first issuance of Bonds, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax rates in Table 1 to satisfy the Special Tax Requirement.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax levy on each Assessor's Parcel of Developed Property for which the Maximum Special Tax is the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement after the first four steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor's Parcel of Residential Property as a result of a delinquency in the payment of the Special Tax applicable to any other Assessor's Parcel be increased by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

F. EXEMPTIONS

The City shall classify as Exempt Property, in the chronological order in which they become exempt, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses, (vi) Assessor's Parcels which are classified as Non-Residential Property or (vii) Assessor's Parcels restricted to other types of public uses determined by the City Council, provided that no such classification would reduce the sum of all Taxable Property to less than 9.47 Acres.

Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than 9.47 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than 9.47 Acres will be classified as Provisional Undeveloped Property, and will be subject to Special Tax pursuant to Step Five in Section E.

G. PREPAYMENT OF SPECIAL TAX

The following additional definitions apply to this Section G:

"CFD Facilities" means $7,000,000 expressed in 2025 dollars, which shall increase by the Construction Inflation Index on July 1, 2026, and on each July 1 thereafter, or such lower amount (i) determined by the City Council as sufficient to provide the facilities under the authorized bonding program for CFD No. 2025-1, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to finance additional facilities to be supported by Special Tax levied under this RMA.

"Construction Fund" means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are available for expenditure to acquire or construct facilities eligible to be financed by CFD No. 2025-1.

"Construction Inflation Index" means the greater of (i) 2% and (ii) the annual percentage change in the Engineering News-Record Building Cost Index for the city of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the

Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Facilities minus (i) amounts deposited in the Construction Fund, (ii) amounts deposited in any escrow accounts funded by the Outstanding Bonds and anticipated to fund public facilities costs, and (iii) public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment, but in no event shall such amount be less than zero.

"Outstanding Bonds" means all previously issued Bonds issued and secured by the levy of Special Tax which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Tax.

1. Prepayment in Full

The Special Tax obligation may be prepaid and permanently satisfied for (i) Assessor's Parcels of Developed Property, (ii) Assessor's Parcels of Approved Property or Undeveloped Property for which a Building Permit has been issued, (iii) Assessor's Parcels of Approved Property or Undeveloped Property for which a Building Permit has not been issued and (iv) Assessor's Parcels of Provisional Undeveloped Property. The Special Tax obligation applicable to an Assessor's Parcel may be fully prepaid and the obligation to pay the Special Tax for such Assessor's Parcel permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation for such Assessor's Parcel shall provide the CFD Administrator with written notice of intent to prepay, and within 5 business days of receipt of such notice, the CFD Administrator shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Prepayment Amount (as defined below) for the Assessor's Parcel. Within 15 days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the Prepayment Amount for the Assessor's Parcel. Prepayment must be made not less than 60 days prior to the redemption date for any Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount shall be calculated as follows (some capitalized terms are defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
Equals:	Prepayment Amount

The Prepayment Amount shall be determined as of the proposed prepayment date as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. For an Assessor's Parcel of Developed Property, compute the Maximum Special Tax for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for the Assessor's Parcel as

though it was already designated as Developed Property, based upon the Building Permit which has been issued for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has not been issued, or Provisional Undeveloped Property, compute the Maximum Special Tax for the Assessor's Parcel.

3. Divide the Maximum Special Tax derived pursuant to paragraph 2 by the total amount of Maximum Special Taxes that could be levied assuming build out of all Assessor's Parcels of Taxable Property based on the applicable Maximum Special Tax for Assessor's Parcels of Developed Property not including any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.

4. Multiply the quotient derived pursuant to paragraph 3 by the principal amount of the Outstanding Bonds to determine the amount of Outstanding Bonds to be redeemed with the Prepayment Amount (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").

6. Determine the Future Facilities Costs.

7. Multiply the quotient derived pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to determine the amount of Future Facilities Costs for the Assessor's Parcel (the "Future Facilities Amount").

8. Determine the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds on which Bonds can be redeemed from Special Tax prepayments.

9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.

10. Determine the amount the CFD Administrator reasonably expects to derive from the investment of the Bond Redemption Amount and the Redemption Premium from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the Prepayment Amount.

11. Add the amounts derived pursuant to paragraphs 8 and 9 and subtract the amount derived pursuant to paragraph 10 (the "Defeasance Amount").

12. Verify the administrative fees and expenses of the CFD, the cost to invest the Prepayment Amount, the cost of redeeming the Outstanding Bonds, and the cost of recording notices to evidence the prepayment of the Special Tax obligation for the Assessor's Parcel and the redemption of Outstanding Bonds (the "Administrative Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the

prepayment date, but in no event shall such amount be less than zero.

14. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance Amount and the Administrative Fees and Expenses, less the Reserve Fund Credit.

15. From the Prepayment Amount, the Bond Redemption Amount, the Redemption Premium, and Defeasance Amount shall be deposited into the appropriate fund as established under the Indenture and be used to redeem Outstanding Bonds or make debt service payments. The Future Facilities Amount shall be deposited into the Construction Fund. The Administrative Fees and Expenses shall be retained by the CFD.

The Prepayment Amount may be sufficient to redeem other than a $5,000 increment of Bonds. In such event, the increment above $5,000 or an integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next redemption from other Special Tax prepayments of Outstanding Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined pursuant to paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for the Assessor's Parcel from the County tax roll. With respect to any Assessor's Parcel for which the Special Tax obligation is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Tax obligation and the release of the Special Tax lien for the Assessor's Parcel, and the obligation to pay the Special Tax for such Assessor's Parcel shall cease.
Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Tax that may be levied on all Assessor's Parcels of Taxable Property after the proposed prepayment will be at least 1.1 times maximum annual debt service on the Bonds that will remain outstanding after the prepayment plus the estimated annual Administrative Expenses.

Tenders of Bonds in prepayment of the Special Tax obligation may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Special Tax obligation for an Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property may be partially prepaid. For purposes of determining the Partial Prepayment Amount, the provisions of Section G.1 shall be modified as provided by the following formula:

$$PP = ((P_E - A) \times F) + A$$

These terms have the following meaning:

PP = Partial Prepayment Amount
P_E = the Prepayment Amount calculated according to Section G.1
F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax obligation
A = the Administrative Fees and Expenses determined pursuant to Section G.1

The owner of an Assessor's Parcel who desires to partially prepay the Special Tax obligation for the Assessor's Parcel shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Special Tax obligation, (ii) the percentage of the Special Tax obligation such owner wishes to prepay, and (iii) the company or agency that will be acting as the escrow agent, if any. Within 5 days of receipt of such notice, the CFD Administrator shall notify such property owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Partial Prepayment Amount. Within 15 business days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the amount of the Partial Prepayment Amount for the Assessor's Parcel. A Partial Prepayment Amount must be made not less than 60 days prior to the redemption date for the Outstanding Bonds to be redeemed with the proceeds of the Partial Prepayment Amount.

With respect to any Assessor's Parcel for which the Special Tax obligation is partially prepaid, the CFD Administrator shall (i) distribute the Partial Prepayment Amount as provided in Paragraph 15 of Section G.1, and (ii) indicate in the records of the CFD that there has been a partial prepayment for the Assessor's Parcel and that a portion of the Special Tax obligation equal to the remaining percentage (1.00 - F) of the applicable Special Tax will continue to be levied on the Assessor's Parcel pursuant to Section E.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax shall be levied on all Assessor's Parcels subject to the Special Tax pursuant to Section E. The Special Tax shall cease not later than the 2065-2066 Fiscal Year, however, Special Taxes will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined (i) that all the required interest and principal payments on the CFD No. 2025-1 Bonds have been paid; (ii) all authorized facilities of CFD No. 2025-1 have been acquired and all reimbursements to the developer have been paid, (iii) no delinquent Special Taxes remain uncollected and (iv) all other obligations of CFD No. 2025-1 have been satisfied.

I. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2025-1 may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

J. APPEALS OF SPECIAL TAXES

Any taxpayer may file a written appeal of the Special Taxes levied on his/her Assessor's Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall grant a credit to eliminate or reduce future Special Taxes on the appellant's Assessor's Parcel(s). No refunds of previously paid Special Taxes shall be made unless approved by the CFD Administrator.

The CFD Administrator shall interpret this RMA and make determinations relative to the annual levy and administration of the Special Taxes and any taxpayer who appeals, as herein specified.

Appendix B:
Proposed Boundary Map

COPY

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SHEET 1 OF 1 SHEET

PROPOSED BOUNDARY MAP

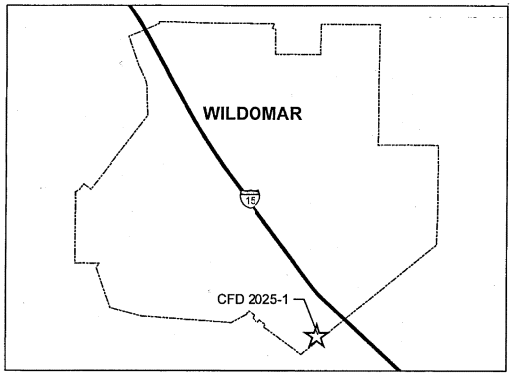
COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) 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 13 DAY OF October, 2025, BY RESOLUTION NO. 2025-56

Janet Morales
CITY CLERK
CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 13 DAY OF October, 2025.

Janet Morales
CITY CLERK
CITY OF WILDOMAR



RECORDED THIS 22 DAY OF October, 2025 AT THE HOUR OF 9:49 O'CLOCK A M IN BOOK 97 PAGE 65 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: $9.00 NO.: 2025-0324156
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: Jackie Ott
DEPUTY

LEGEND

	CITY BOUNDARY
	CFD BOUNDARY
	PARCEL LINE
XXX-XXX-XXX	ASSESSOR PARCEL NUMBER

THIS BOUNDARY MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2025-26.

SPICER CONSULTING GROUP

N W E S

0 550 1,100 2,200 Feet

Appendix C:
Resolution of Intention

RESOLUTION NO. 2025 – 56

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COSTS OF ACQUIRING OR CONSTRUCTING CERTAIN FACILITIES AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS

WHEREAS, the City of Wildomar (the "City") received a petition signed by the owner of more than ten percent of the land within the boundaries of the territory which is proposed for inclusion in a proposed community facilities district, which petition meets the requirements of Sections 53318 and 53319 of the Government Code of the State of California; and

WHEREAS, the City Council of the City (the "City Council") desires to adopt this resolution of intention as provided in Section 53321 of the Government Code of the State of California to establish a community facilities district consisting of the territory described in Attachment "A" hereto and incorporated herein by this reference, which the City Council hereby determines shall be known as "Community Facilities District No. 2025-1 (Camelia) of the City of Wildomar" ("Community Facilities District No. 2025-1" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the "Act") to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property described in Attachment "B" hereto and incorporated herein by this reference, including all furnishings, equipment and supplies related thereto (collectively, the "Facilities"), which Facilities have a useful life of five years or longer, and (2) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District (the "Incidental Expenses"); and

WHEREAS, the City Council further intends to approve an estimate of the costs of the Facilities and the Incidental Expenses for Community Facilities District No. 2025-1; and

WHEREAS, it is the intention of the City Council to consider financing the Facilities and the Incidental Expenses through the formation of Community Facilities District No. 2025-1 and the issuance of bonded indebtedness in an amount not to exceed $10,000,000 with respect to the Facilities and the Incidental Expenses and the levy of a special tax to pay for the Facilities and the Incidental Expenses (the "Special Tax") and to pay debt service on the bonded indebtedness, provided that the bond sale and such Special Tax levy are approved at an election to be held within the boundaries of Community Facilities District No. 2025-1; and

WHEREAS, the City desires to enter into a reimbursement agreement with KB Home Cal Management Services LLC, a Delaware limited liability company (the

"Developer"), the form of which is on file with the City Clerk (the "Reimbursement Agreement"), to provide for the reimbursement of certain amounts advanced by the Developer in connection with the formation of the District; and

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

SECTION 1. The above recitals are true and correct.

SECTION 2. A community facilities district is proposed to be established under the terms of the Act. It is further proposed that the boundaries of the community facilities district shall be the legal boundaries as described in Attachment "A" hereto, which boundaries shall, upon recordation of the boundary map for the District, include the entirety of any parcel subject to taxation by the District, and as depicted on the map of the proposed Community Facilities District No. 2025-1 which is on file with the City Clerk. The City Clerk is hereby directed to sign the original map of the District and record it with all proper endorsements thereon with the Assessor-County Clerk-Recorder of the County of Riverside within 15 days after the adoption of this resolution, all as required by Section 3111 of the Streets and Highways Code of the State of California.

SECTION 3. The name of the proposed community facilities district shall be "Community Facilities District No. 2025-1 (Camelia) of the City of Wildomar."

SECTION 4. The Facilities proposed to be provided within Community Facilities District No. 2025-1 are public facilities as defined in the Act, which the City, and the Water District, with respect to certain water and sewer facilities, are authorized by law to construct, acquire, own and operate. The City Council hereby finds and determines that the description of the Facilities herein is sufficiently informative to allow taxpayers within the proposed District to understand what the funds of the District may be used to finance. The Incidental Expenses expected to be incurred include the cost of planning and designing the Facilities, the costs of forming the District, issuing bonds and levying and collecting the Special Tax within the proposed District. The Facilities may be acquired from one or more of the property owners within the District as completed public improvements or may be constructed from bond or Special Tax proceeds.

All or a portion of the Facilities may be purchased with District funds as completed public facilities pursuant to Section 53314.9 or as discrete portions or phases pursuant to Section 53313.51 of the Act and/or constructed with District funds pursuant to Section 53316.2 of the Act. Any portion of the Facilities may be financed through a lease or lease-purchase arrangement if the District hereafter determines that such arrangement is of benefit to the District.

SECTION 5. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with the procedures contained in the Act the Special Tax, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for: (i) the Facilities and Incidental Expenses;

and (ii) the principal and interest and other periodic costs on bonds or other indebtedness issued to finance the Facilities and Incidental Expenses, including the establishment and replenishment of any reserve funds deemed necessary by the District, and any remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash). The rate and method of apportionment and manner of collection of the Special Tax are described in detail in Attachment "C" attached hereto, which Attachment "C" is incorporated herein by this reference. Attachment "C" allows each landowner within the District to estimate the maximum amount of the Special Tax that may be levied against each parcel. In the first year in which such Special Tax is levied, the levy shall include an amount sufficient to repay to the District all amounts, if any, transferred to the District pursuant to Section 53314 of the Act and interest thereon.

If the Special Tax is levied against any parcel used for private residential purposes, (i) the maximum Special Tax rate shall be specified as a dollar amount which shall be calculated and established not later than the date on which the parcel is first subject to the Special Tax because of its use for private residential purposes and shall not be increased over time, except as set forth in Attachment "C" hereto, (ii) such Special Tax shall not be levied after fiscal year 2065-66 as described in Attachment "C" hereto, and (iii) under no circumstances will the Special Tax levied in any fiscal year against any such parcel used for private residential uses be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the District by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

The Special Tax is based on the expected demand that each parcel of real property within proposed Community Facilities District No. 2025-1 will place on the Facilities and on the benefit that each parcel derives from the right to access the Facilities. The City Council hereby determines that the proposed Facilities are necessary to meet the increased demand placed upon the City and the existing infrastructure in the City as a result of the development of the land proposed for inclusion in the District. The City Council hereby determines the rate and method of apportionment of the special tax with respect to the Special Tax set forth in Attachment "C" to be reasonable. The Special Tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not on or based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2025-1 shall become for any reason exempt, wholly or partially, from the levy of the Special Tax specified on Attachment "C," the City Council shall, on behalf of Community Facilities District No. 2025-1, cause the levy to be increased, subject to the limitation of the maximum Special Tax for a parcel as set forth in Attachment "C," to the extent necessary upon the remaining property within proposed Community Facilities District No. 2025-1 which is not exempt in order to yield the Special Tax revenues required for the purposes described in this Section 5. The obligation to pay the Special Tax may be prepaid only as set forth in Section G of Attachment "C" hereto.

SECTION 6. A public hearing (the "Hearing") on the establishment of the proposed Community Facilities District No. 2025-1, the proposed rate and method of

apportionment of the Special Tax and the proposed issuance of bonds to finance the Facilities and the Incidental Expenses shall be held at 6:00 p.m., or as soon thereafter as practicable, on December 10, 2025, at the City Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California 92595. Should the City Council determine to form the District, a special election will be held to authorize the issuance of the bonds and the levy of the Special Tax in accordance with the procedures contained in Government Code Section 53326. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the proposed District. Ballots for the special election may be distributed by mail or by personal service.

SECTION 7. At the time and place set forth above for the Hearing, the City Council will receive testimony as to whether the proposed Community Facilities District No. 2025-1 shall be established and as to the method of apportionment of the special tax and shall consider:

(a) if an ad valorem property tax is currently being levied on property within proposed Community Facilities District No. 2025-1 for the exclusive purpose of paying principal of or interest on bonds, lease payments or other indebtedness incurred to finance construction of capital facilities; and

(b) if the capital facilities to be financed and constructed by Community Facilities District No. 2025-1 will provide the same services as were provided by the capital facilities mentioned in subsection (a); and

(c) if the City Council makes the findings specified in subsections (a) and (b) above, it will consider appropriate action to determine whether the total annual amount of ad valorem property tax revenue due from parcels within Community Facilities District No. 2025-1, for purposes of paying principal and interest on the debt identified in subsection (a) above, shall not be increased after the date on which Community Facilities District No. 2025-1 is established, or after a later date determined by the City Council with the concurrence of the legislative body which levied the property tax in question.

SECTION 8. At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within proposed Community Facilities District No. 2025-1, may appear and be heard.

SECTION 9. Each City officer who is or will be responsible for providing the Facilities within proposed Community Facilities District No. 2025-1, if it is established, is hereby directed to study the proposed District and, at or before the time of the above-mentioned Hearing, file a report with the City Council containing a brief description of the public facilities by type which will in his or her opinion be required to meet adequately the needs of Community Facilities District No. 2025-1 and an estimate of the cost of providing those public facilities, including the cost of environmental evaluations

of such facilities and an estimate of the fair and reasonable cost of any Incidental Expenses to be incurred.

SECTION 10. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in creating Community Facilities District No. 2025-1. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

SECTION 11. The City Clerk is hereby directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of proposed Community Facilities District No. 2025-1. The City Clerk is further directed to mail a copy of the Notice to each of the landowners within the boundaries of the District at least 15 days prior to the Hearing. The Notice shall contain the text or a summary of this Resolution, the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed district and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

SECTION 12. The reasonably expected maximum principal amount of the bonded indebtedness to be incurred by the District for the Facilities and Incidental Expenses is Ten Million Dollars ($10,000,000).

SECTION 13. The form of the Reimbursement Agreement is hereby approved. The Mayor, the City Manager, the Administrative Services Director or their written designees are hereby authorized and directed to execute and deliver the Reimbursement Agreement in the form on file with the City Clerk with such changes, insertions and omissions as may be approved by the officer or officers executing such agreement, said execution being conclusive evidence of such approval.

SECTION 14. Except to the extent limited in any bond resolution or trust indenture related to the issuance of bonds, the City Council hereby reserves to itself all rights and powers set forth in Section 53344.1 of the Act (relating to tenders in full or partial payment).

SECTION 15. This Resolution shall be effective upon its adoption.

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

Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

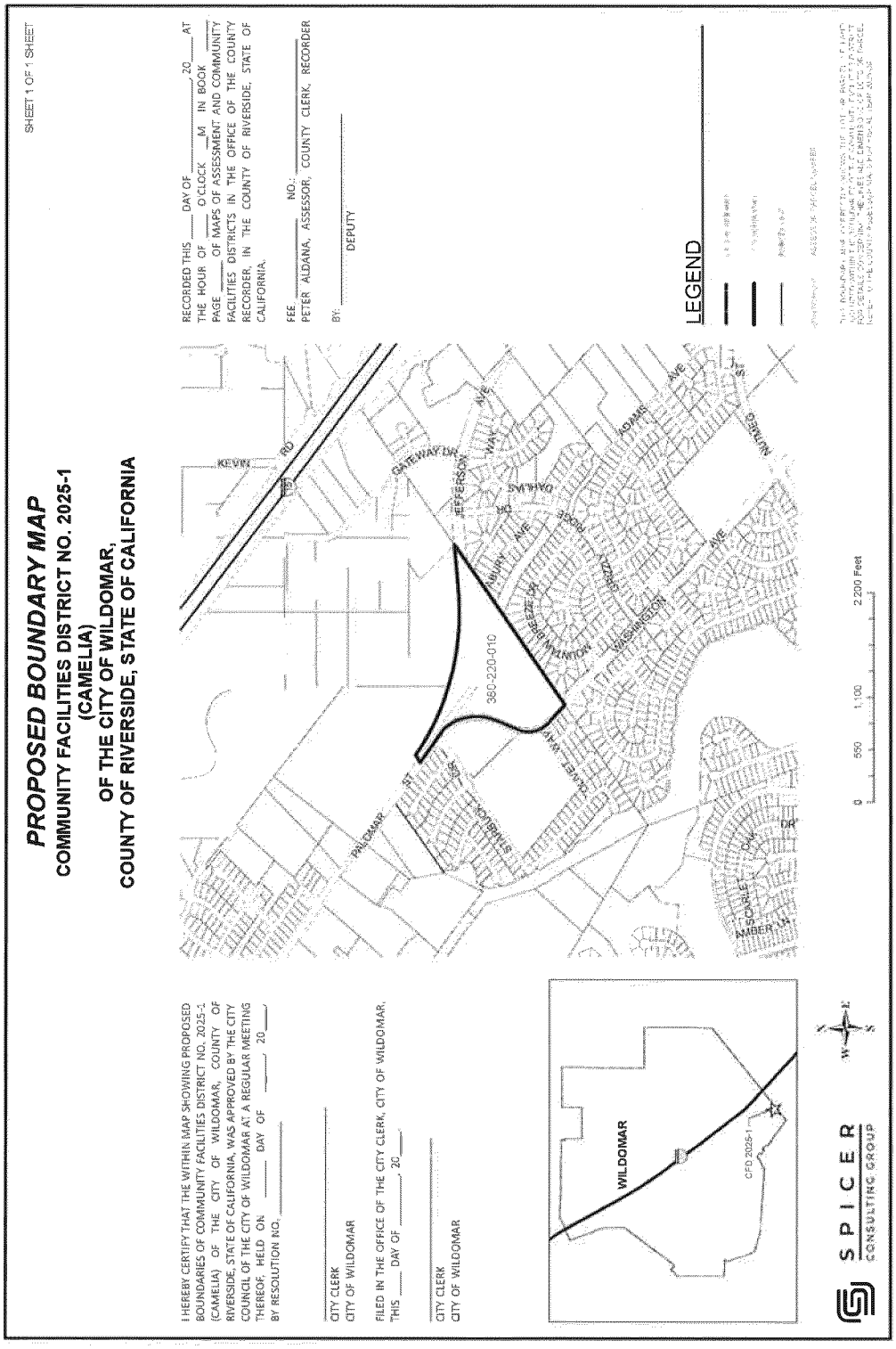
Thomas D. Jex
City Attorney

ATTEST:

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR
INCORPORATED
July 1, 2008
STATE OF CALIFORNIA

ATTACHMENT A
BOUNDARY MAP



The property in the District is described as follows:

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

Riverside County Assessor Parcel No. 380-220-010

ATTACHMENT B

Types of Facilities
to Be Financed by Community
Facilities District No. 2025-1 (Camelia) of the City of Wildomar

The proposed types of public facilities and expenses to be financed by the District include:

The construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) drainage, library, park, police, fire, roadway, traffic, administration and community center facilities, animal shelter facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities"), and (ii) water and sewer facilities including the acquisition of capacity in the sewer system and/or water system of the Elsinore Valley Municipal Water District which are included in Elsinore Valley Municipal Water District's water and sewer capacity and connection fee programs (the "Water District Facilities" together, with the City Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

a. The cost of engineering, planning and designing the Facilities;

b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

ATTACHMENT C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR

A Special Tax (all capitalized terms not otherwise defined herein are defined in Section A, "Definitions", below) shall be applicable to each Assessor's Parcel of Taxable Property located within the boundaries of the City of Wildomar Community Facilities District No. 2025-1 (Camelia) of the City of Wildomar ("CFD No. 2025-1"). The amount of Special Tax to be levied in each Fiscal Year on an Assessor's Parcel shall be determined by the City Council of the City of Wildomar, acting in its capacity as the legislative body of CFD No. 2025-1, by applying the appropriate Special Tax for Developed Property, Approved Property, Undeveloped Property, and Provisional Undeveloped Property that is not Exempt Property as set forth below. All of the real property, unless exempted by law or by the provisions hereof in Section F, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, Condominium Plan, or other recorded parcel map or instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2025-1: the costs of computing the Special Taxes and preparing the Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting Special Taxes to the Trustee; the costs of the Trustee (including legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2025-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2025-1 or any designee thereof of complying with continuing disclosure requirements of the City, CFD No. 2025-1 and any major property owner associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure

statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2025-1 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses. Administration Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2025-1 for any other administrative purposes of CFD No. 2025-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Approved Property" means all Assessor's Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, (ii) that have an assigned Assessor's Parcel Number from the County shown on an Assessor's Parcel Map for the individual lot included on the Final Map, and (iii) that have not been issued a building permit on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

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

"Assessor's Parcel Number" means that number assigned to an Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax" means the Special Tax of that name described in Section D below.

"Backup Special Tax" means the Special Tax of that name described in Section D below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax of CFD No. 2025-1 has been pledged.

"Building Permit" means the first legal document issued by the City giving official permission for new construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator, provided that following such determination the Maximum Special Tax that may be levied on all Assessor's Parcels of Taxable Property will be at least 1.1 times annual debt service on all outstanding Bonds plus the estimated annual Administrative Expenses.

"Building Square Footage" or **"BSF"** means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the Building Permit for such Assessor's Parcel.

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

"CFD" or **"CFD No. 2025-1"** means Community Facilities District No. 2025-1 (Camelia) of the City of Wildomar established by the City under the Act.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement, and providing for the levy and collection of the Special Taxes.

"City" means the City of Wildomar, State of California.

"City Council" means the City Council of the City of Wildomar, acting as the legislative body of CFD No. 2025-1.

"Condominium Plan" means a Condominium Plan pursuant to California Civil Code, Section 6624.

"County" means the County of Riverside, State of California.

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

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section F.

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

"Fiscal Year" means the period commencing on July 1st of any year and ending the following June 30th.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Category" means any of the categories listed in Table 1 of Section D.

"Maximum Special Tax" means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Section D below, that can be levied by CFD No. 2025-1 on such Assessor's Parcel.

"Multifamily Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for the purpose of constructing a building or buildings comprised of attached Residential Units available for rental by the general public, not for sale to an end user, and under common management, as determined by the CFD Administrator.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit(s) was issued for a non-residential use. The CFD Administrator shall make the determination if an Assessor's Parcel is Non-Residential Property.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel, as described in Section G.2.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel, as described in Section G.1.

"Proportionately" means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Assessor's Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Assessor's Parcels of Approved Property, and (iii) Undeveloped Property or Provisional Undeveloped Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Assessor's Parcels of Undeveloped Property or Provisional Undeveloped Property, as applicable.

"Provisional Undeveloped Property" means all Assessor's Parcels of Taxable Property that would otherwise be classified as Exempt Property pursuant to the provisions of Section F, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage set forth in Section F.

"Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one or more Residential Units.

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

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

"Single Family Residential Property" means all Assessor's Parcels of Residential Property other than Multifamily Property.

"Special Tax" or **"Special Taxes"** means any of the special taxes authorized to be levied within CFD No. 2025-1 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement " means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to replenish any reserve funds established in association with the Bonds (provided that the same amount was not previously levied), (v) an amount up to any anticipated shortfall (based on the prior year's delinquency rate) due to Special Tax delinquencies and (vi) for the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2025-1 or the payment of debt service on Bonds anticipated to be issued, provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Approved Property or Undeveloped Property as set forth in Steps Two or Three of Section E., less (vii) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to the Indenture.

"Taxable Property" means all Assessor's Parcels within CFD No. 2025-1, which are not Exempt Property.

"Taxable Unit" means either a Residential Unit or an Acre.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property, Approved Property, or Provisional Undeveloped Property.

B. SPECIAL TAX

Commencing Fiscal Year 2025-2026 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property, up to the applicable Maximum Special Tax, to fund the Special Tax Requirement.

C. ASSIGNMENT TO LAND USE CATEGORY FOR SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2025-2026, each Assessor's Parcel within CFD No. 2025-1 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Approved Property, Undeveloped Property or Provisional Undeveloped Property.

Assessor's Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property. Each Assessor's Parcel of Residential Property shall further be classified as a Single Family Residential Property or Multifamily

Property. Each Assessor's Parcel of Single Family Residential Property shall be further assigned to a Land Use Category based on its Building Square Footage.

In the event that there are Assessor's Parcel(s) for which one or more Building Permits for Residential Units have been issued and the County has not yet assigned final Assessor's Parcel Number(s) to such Assessor's Parcel(s) (in accordance with the Final Map or Condominium Plan), the amount of the Special Tax levy on such Assessor's Parcel for each Fiscal Year shall be determined as follows: (1) the CFD Administrator shall first determine an amount of the Maximum Special Tax for such Assessor's Parcel, based on the classification of such Assessor's Parcel as Undeveloped Property; (2) the amount of the Special Tax for the Residential Units on such Assessor's Parcel for which Building Permits have been issued shall be determined based on the Developed Property Special Tax rates and such amount shall be levied as Developed Property in accordance with Step 1 of Section E below; and (3) the amount of the Special Tax on the Taxable Property in such Assessor's Parcel not subject to the Special Tax levy in clause (2) shall be equal to: (A) the percentage of the Maximum Special Tax rate levied on Undeveloped Property pursuant to Step 3 of Section E below, multiplied by the total of the amount determined in clause (1), less (B) the amount determined in clause (2).

D. MAXIMUM SPECIAL TAX

1. Developed Property

The Maximum Special Tax for each Assessor's Parcel of Single Family Residential Property in any Fiscal Year shall be the greater of (i) the Assigned Special Tax for such Assessor's Parcel or (ii) the Backup Special Tax.

The Maximum Special Tax for each Assessor's Parcel of Multifamily Property and Non-Residential Property shall be the applicable Assigned Special Tax described in Table 1 of Section D.

a. Assigned Special Tax

Each Fiscal Year, each Assessor's Parcel of Single Family Residential Property, Multifamily Property or Non-Residential Property shall be subject to an Assigned Special Tax. The Assigned Special Tax for Fiscal Year 2025-2026 applicable to an Assessor's Parcel of Developed Property shall be determined pursuant to Table 1 below.

TABLE 1
ASSIGNED SPECIAL TAX FOR DEVELOPED PROPERTY
FISCAL YEAR 2025-2026

Land Use Category	Taxable Unit	Building Square Footage	Assigned Special Tax Per Taxable Unit
1. Single Family Residential Property	RU	Less than 1,500 sq. ft	$2,397.00
2. Single Family Residential Property	RU	1,500 sq. ft to 1,700 sq. ft	$2,533.00
3. Single Family Residential Property	RU	Greater than 1,700 sq. ft	$2,793.00
4. Multifamily Property	Acre	N/A	$44,811.00
5. Non-Residential Property	Acre	N/A	$44,811.00

On each July 1, commencing July 1, 2026, the Assigned Special Tax rate for Developed Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

b. Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for each Taxable Unit for all Land Use Categories located on the Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

c. Backup Special Tax

The Backup Special Tax for an Assessor's Parcel within a Final Map classified as Single Family Residential Property shall be $2,895 per Residential Unit.

Notwithstanding the foregoing, if all or any portion of the applicable Final Maps and/or Condominium Plan contained within the boundaries of CFD No. 2025-1 is subsequently changed or modified, then the Backup Special Tax for Single Family Residential Property or Approved Property in such Final Map or Condominium Plan area that is changed or modified shall be recalculated as follows:

1. Determine the total Backup Special Taxes anticipated to apply to the changed or modified Final Map or Condominium Plan area prior to the change or modification.

2. The result of paragraph 1 above shall be divided by the total number of Residential Units constructed and/or anticipated to be constructed within such changed or modified Final Map or Condominium Plan area, as reasonably determined by the CFD Administrator.

The result of paragraph 2 is the Backup Special Tax per Residential Unit which shall be applicable to Assessor's Parcels of Single Family Residential Property or

Approved Property in such changed or modified Final Map or Condominium Plan area contained within the boundaries of CFD No. 2025-1.

Notwithstanding the foregoing, the Backup Special Tax for an Assessor's Parcel of Developed Property for which a certificate of occupancy has been granted may not be revised.

On each July 1, commencing July 1, 2026, the Backup Special Tax rate shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

2. Approved Property

The Maximum Special Tax for each Assessor's Parcel of Approved Property expected to be classified as Single Family Residential Property shall be the Backup Special Tax computed pursuant to Section D.1.c above.

The Maximum Special Tax for each Assessor's Parcel of Approved Property not expected to be classified as Single Family Residential Property shall be $44,811 per Acre.

On each July 1, commencing July 1, 2026, the Maximum Special Tax rate for Approved Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

3. Undeveloped Property and Provisional Undeveloped Property

The Maximum Special Tax for each Assessor's Parcel of Undeveloped Property and Provisional Undeveloped Property shall be $44,811 per Acre.

On each July 1, commencing July 1, 2026, the Maximum Special Tax rate for Undeveloped Property and Provisional Undeveloped Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing Fiscal Year 2025-2026 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property in accordance with the following steps:

Step One: (i) Prior to the first issuance of Bonds, the Special Tax shall be levied at 100% of the applicable Assigned Special Tax rates on Developed Property and (ii) subsequent to the first issuance of Bonds, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax rates in Table 1 to satisfy the Special Tax Requirement.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied

Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax levy on each Assessor's Parcel of Developed Property for which the Maximum Special Tax is the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement after the first four steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor's Parcel of Residential Property as a result of a delinquency in the payment of the Special Tax applicable to any other Assessor's Parcel be increased by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

F. EXEMPTIONS

The City shall classify as Exempt Property, in the chronological order in which they become exempt, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses, (vi) Assessor's Parcels which are classified as Non-Residential Property or (vii) Assessor's Parcels restricted to other types of public uses determined by the City Council, provided that no such classification would reduce the sum of all Taxable Property to less than 9.47 Acres.

Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than 9.47 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than 9.47 Acres will be classified as Provisional Undeveloped Property, and will be subject to Special Tax pursuant to Step Five in Section E.

G. PREPAYMENT OF SPECIAL TAX

The following additional definitions apply to this Section G:

"CFD Facilities" means $7,000,000 expressed in 2025 dollars, which shall increase by the Construction Inflation Index on July 1, 2026, and on each July 1 thereafter, or such lower amount (i) determined by the City Council as sufficient to provide the facilities under the authorized bonding program for CFD No. 2025-1, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to finance additional facilities to be supported by Special Tax levied under this RMA.

"Construction Fund" means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are available for expenditure to acquire or construct facilities eligible to be financed by CFD No. 2025-1.

"Construction Inflation Index" means the greater of (i) 2% and (ii) the annual percentage change in the Engineering News-Record Building Cost Index for the city of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Facilities minus (i) amounts deposited in the Construction Fund, (ii) amounts deposited in any escrow accounts funded by the Outstanding Bonds and anticipated to fund public facilities costs, and (iii) public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment, but in no event shall such amount be less than zero.

"Outstanding Bonds" means all previously issued Bonds issued and secured by the levy of Special Tax which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Tax.

1. Prepayment in Full

The Special Tax obligation may be prepaid and permanently satisfied for (i) Assessor's Parcels of Developed Property, (ii) Assessor's Parcels of Approved Property or Undeveloped Property for which a Building Permit has been issued, (iii) Assessor's Parcels of Approved Property or Undeveloped Property for which a Building Permit has not been issued and (iv) Assessor's Parcels of Provisional Undeveloped Property. The

Special Tax obligation applicable to an Assessor's Parcel may be fully prepaid and the obligation to pay the Special Tax for such Assessor's Parcel permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation for such Assessor's Parcel shall provide the CFD Administrator with written notice of intent to prepay, and within 5 business days of receipt of such notice, the CFD Administrator shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Prepayment Amount (as defined below) for the Assessor's Parcel. Within 15 days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the Prepayment Amount for the Assessor's Parcel. Prepayment must be made not less than 60 days prior to the redemption date for any Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount shall be calculated as follows (some capitalized terms are defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
Equals:	Prepayment Amount

The Prepayment Amount shall be determined as of the proposed prepayment date as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. For an Assessor's Parcel of Developed Property, compute the Maximum Special Tax for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for the Assessor's Parcel as though it was already designated as Developed Property, based upon the Building Permit which has been issued for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has not been issued, or Provisional Undeveloped Property, compute the Maximum Special Tax for the Assessor's Parcel.

3. Divide the Maximum Special Tax derived pursuant to paragraph 2 by the total amount of Maximum Special Taxes that could be levied assuming build out of all Assessor's Parcels of Taxable Property based on the applicable Maximum Special Tax for Assessor's Parcels of Developed Property not including any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.

4. Multiply the quotient derived pursuant to paragraph 3 by the principal amount of the Outstanding Bonds to determine the amount of Outstanding Bonds to be redeemed with the Prepayment Amount (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").

6. Determine the Future Facilities Costs.

7. Multiply the quotient derived pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to determine the amount of Future Facilities Costs for the Assessor's Parcel (the "Future Facilities Amount").

8. Determine the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds on which Bonds can be redeemed from Special Tax prepayments.

9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.

10. Determine the amount the CFD Administrator reasonably expects to derive from the investment of the Bond Redemption Amount and the Redemption Premium from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the Prepayment Amount.

11. Add the amounts derived pursuant to paragraphs 8 and 9 and subtract the amount derived pursuant to paragraph 10 (the "Defeasance Amount").

12. Verify the administrative fees and expenses of the CFD, the cost to invest the Prepayment Amount, the cost of redeeming the Outstanding Bonds, and the cost of recording notices to evidence the prepayment of the Special Tax obligation for the Assessor's Parcel and the redemption of Outstanding Bonds (the "Administrative Fees and Expenses").

13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.

14. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance Amount

and the Administrative Fees and Expenses, less the Reserve Fund Credit.

15. From the Prepayment Amount, the Bond Redemption Amount, the Redemption Premium, and Defeasance Amount shall be deposited into the appropriate fund as established under the Indenture and be used to redeem Outstanding Bonds or make debt service payments. The Future Facilities Amount shall be deposited into the Construction Fund. The Administrative Fees and Expenses shall be retained by the CFD.

The Prepayment Amount may be sufficient to redeem other than a $5,000 increment of Bonds. In such event, the increment above $5,000 or an integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next redemption from other Special Tax prepayments of Outstanding Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined pursuant to paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for the Assessor's Parcel from the County tax roll. With respect to any Assessor's Parcel for which the Special Tax obligation is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Tax obligation and the release of the Special Tax lien for the Assessor's Parcel, and the obligation to pay the Special Tax for such Assessor's Parcel shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Tax that may be levied on all Assessor's Parcels of Taxable Property after the proposed prepayment will be at least 1.1 times maximum annual debt service on the Bonds that will remain outstanding after the prepayment plus the estimated annual Administrative Expenses.

Tenders of Bonds in prepayment of the Special Tax obligation may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Special Tax obligation for an Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property may be partially prepaid. For purposes of determining the Partial Prepayment Amount, the provisions of Section G.1 shall be modified as provided by the following formula:

$$PP = ((P_E - A) \times F) + A$$

These terms have the following meaning:

PP = Partial Prepayment Amount
P_E = the Prepayment Amount calculated according to Section G.1

F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax obligation
A = the Administrative Fees and Expenses determined pursuant to Section G.1

The owner of an Assessor's Parcel who desires to partially prepay the Special Tax obligation for the Assessor's Parcel shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Special Tax obligation, (ii) the percentage of the Special Tax obligation such owner wishes to prepay, and (iii) the company or agency that will be acting as the escrow agent, if any. Within 5 days of receipt of such notice, the CFD Administrator shall notify such property owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Partial Prepayment Amount. Within 15 business days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the amount of the Partial Prepayment Amount for the Assessor's Parcel. A Partial Prepayment Amount must be made not less than 60 days prior to the redemption date for the Outstanding Bonds to be redeemed with the proceeds of the Partial Prepayment Amount.

With respect to any Assessor's Parcel for which the Special Tax obligation is partially prepaid, the CFD Administrator shall (i) distribute the Partial Prepayment Amount as provided in Paragraph 15 of Section G.1, and (ii) indicate in the records of the CFD that there has been a partial prepayment for the Assessor's Parcel and that a portion of the Special Tax obligation equal to the remaining percentage (1.00 - F) of the applicable Special Tax will continue to be levied on the Assessor's Parcel pursuant to Section E.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax shall be levied on all Assessor's Parcels subject to the Special Tax pursuant to Section E. The Special Tax shall cease not later than the 2065-2066 Fiscal Year, however, Special Taxes will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined (i) that all the required interest and principal payments on the CFD No. 2025-1 Bonds have been paid; (ii) all authorized facilities of CFD No. 2025-1 have been acquired and all reimbursements to the developer have been paid, (iii) no delinquent Special Taxes remain uncollected and (iv) all other obligations of CFD No. 2025-1 have been satisfied.

I. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2025-1 may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

J. APPEALS OF SPECIAL TAXES

Any taxpayer may file a written appeal of the Special Taxes levied on his/her Assessor's Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall grant a credit to eliminate or reduce future Special Taxes on the appellant's Assessor's Parcel(s). No refunds of previously paid Special Taxes shall be made unless approved by the CFD Administrator.

The CFD Administrator shall interpret this RMA and make determinations relative to the annual levy and administration of the Special Taxes and any taxpayer who appeals, as herein specified.

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

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2025 – 56 was duly adopted at an adjourned regular meeting held on October 13, 2025, by the City Council of the City of Wildomar, California, by the following vote:

AYES: Moore, Morabito, Nigg, Mayor Pro Tem Marquez, Mayor DePhillippo

NOES: None

ABSTAIN: None

ABSENT: None

Janet Morales, CMC
City Clerk
City of Wildomar

SPICER

CONSULTING GROUP

COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA)
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. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR (the "Community Facilities District" or "CFD") and KB HOME CAL MANAGEMENT SERVIES LLC, a Delaware limited liability company (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"), if any**,** 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 October 13, 2025 (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 minimum 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 CFD which the City has determined, in its sole discretion, to use in the sizing of such series of Bonds (the "Sizing Property"), together with any Sizing Property owned by any affiliate (collectively, an "Account Party"), for which the Maximum Special Taxes for the then-current fiscal year (as defined in the Rate and Method of Apportionment of Special Tax for the CFD (the "Rate and Method") and such Special Tax referred to herein as the "Special Tax" or "Special Taxes"), are equal to or exceed 20% of the aggregate Maximum Special Taxes authorized to be levied on the Sizing Property in such fiscal year, shall deliver to the City either (i) a renewable irrevocable instrument of credit from a financial institution (rated "A" or better, or otherwise approved by the City) and approved by the City, or (ii) cash in-lieu thereof (a "Security"). The Security shall be in an amount calculated by multiplying the Special Tax Requirement (as defined in the Rate and Method) for the then current and following fiscal year, by the percentage of the Maximum Special Taxes for the current fiscal year allocable to the Developer Property owned by the Account Party (the "Stated Amount"). The Security shall be maintained by the Account Party in each fiscal year until terminated in accordance with Section 2.2(c) below. While the Security is still required the Stated Amount of such Security shall be reduced as set forth in a Certificate of Reduction or Termination (as defined in Section 2.2(c) below).

The Security shall name the City 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 determined by the method of calculation set forth in Section 2.2(a) hereof. The Security shall be terminated upon the earlier of (i) when the Sizing Property owned by, or under option to, the Account Party is

responsible for less than 20% of the Maximum Special Taxes applicable to all of the Sizing Property or (ii) when the Account Party has paid (or cause to be paid) all Special Taxes owed by the Account Party in the current fiscal year and the Sizing Property owned by, or under option to, 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 any Sizing Property is sold or transferred by an Account Party with the result that the Sizing Property owned by the transferee together with any of its affiliates ("Transferee") is responsible for 20% or more of the aggregate Maximum Special Taxes of all Sizing Property, a Security on the same terms specified in Section 2.2(a) above will be furnished by Transferee with respect to all Sizing Property owned by such Transferee. Any applicable purchase and sale agreement and/or escrow instructions shall notify the Transferee of this Security requirement and obligate the Transferee to provide such Security, if applicable. The Security of the Account Party will not be reduced to reflect the sale or transfer of such Sizing Property until a Security is furnished by the Transferee and accepted by the Fiscal Agent. 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.

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 Improvements anticipated to be funded out of the Bonds being issued shall be deposited in the City 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 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 Fee Facility Improvements shall be deposited, or later transferred, to the City Fee Facility Improvements; 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 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 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 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 KB Home Cal Management Services LLC, 36310 Inland Valley Drive, #300, Wildomar, California 92595, Attention: Vernall Williams. 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, 2045. Notwithstanding the foregoing, this Agreement shall not terminate pursuant to (iii) of the previous sentence if, on December 31, 2045, all of the building permits within the Community Facilities District have been pulled, construction within the Community Facilities District, as contemplated by the parties hereto, is ongoing, and the Developer has not yet received a full return of all Deposits or full reimbursement for the Miscellaneous Improvements from Special Taxes.

(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: January 14, 2026

CITY OF WILDOMAR, a political subdivision of the State of California

By: _____
City Manager

ATTEST:

By: _____
Janet Morales Garcia, CMC, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY OF THE CITY OF WILDOMAR

By: _____
Thomas D. Jex, City Attorney

DEVELOPER

KB HOME CAL MANAGEMENT SERVICES LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS

EXHIBIT A - DESCRIPTION OF DEVELOPER PROPERTY

EXHIBIT B - DESCRIPTION OF COST ESTIMATES

EXHIBIT C - MISCELLANEOUS IMPROVEMENTS

EXHIBIT D - DISBURSEMENT REQUEST FORM

EXHIBIT A

DESCRIPTION OF DEVELOPER PROPERTY

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

Riverside County Assessor Parcel No. 380-220-010

EXHIBIT B

DESCRIPTION OF COST ESTIMATES OF THE IMPROVEMENTS [(1)]

I. 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***[(1)]
Jefferson Avenue Street Improvements	$ 826,191
Washington Avenue Street Improvements	1,498,200
Jefferson Avenue & Washington Avenue Storm Drain Improvements	2,466,398
Signal Improvements	357,000
Total City Improvements	**$5,148,289**

(1) Amounts are estimates and subject to change. The Acquisition Price will be funded with Bond proceeds or such in-lieu amount as determined by the City.

II. CITY FEE FACILITY IMPROVEMENTS.

Estimated Cost of the City Fee Facility Improvements

Description	***Estimated Cost***
TBD	TBD

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	$3,618,763
EVMWD – Sewer Fee	2,415,823
Total Estimated Water District Facilities Fees	**$6,034,586**

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***
TBD	TBD

EXHIBIT D

CFD NO. 2025-1 (CAMELIA) OF THE CITY OF WILDOMAR

DISBURSEMENT REQUEST FORM

1. Community Facilities District No. 2025-1 (Camelia) of the City of Wildomar (the "CFD") is hereby requested to pay from the City Improvements Account, or any applicable account or sub-account thereof, established by the CFD in connection with its [20__] Special Tax Bonds (the "Bonds") to City of Wildomar (the "City") as payee, the sum set forth below :

$_____ (the Requested Amount")

2. The Requested Amount represents the payment of City Fees for ___ lot(s) within the boundaries of the CFD (the "Property").

(Tract No. _____, Lot Nos. _____).

Or, City Improvements as supported by attached documentation.

3. The Requested Amount is due and payable, has not formed the basis of any prior request or disbursement.

4. The Requested Amount shall be payable to _____ (the "Developer"), pursuant to the wiring instructions attached hereto.

5. The Requested Amount is authorized and payable pursuant to the terms of the certain Acquisition, Construction and Funding Agreement (the "Agreement") between the City, acting for and on behalf of itself and the CFD, and Developer.

6. Capitalized undefined terms used herein shall have the meaning ascribed to them in the Agreement.

Dated:_____ DEVELOPER:

By:_____.

Dated:_____ CITY OF WILDOMAR

By: _____
Its: _____

[ATTACH WIRING INSTRUCTIONS]

JOINT COMMUNITY FACILITIES AGREEMENT

by and among

CITY OF WILDOMAR,

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

and

KB HOME CAL MANAGEMENT SERVICES LLC

RELATING TO

COMMUNITY FACILITIES DISTRICT NO. 2025-1 (CAMELIA)

OF THE CITY OF WILDOMAR

Dated _____

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JOINT COMMUNITY FACILITIES AGREEMENT BY AND AMONG CITY OF WILDOMAR, ELSINORE VALLEY MUNICIPAL WATER DISTRICT AND KB HOME CAL MANAGEMENT SERVICES LLC

(Community Facilities District No. 2025-1 **(Camelia) of the City of Wildomar)**

THIS JOINT COMMUNITY FACILITIES AGREEMENT ("**Agreement**") is made and entered into as of the ___ day of _____, 2025, 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 KB HOME CAL MANAGEMENT SERVICES LLC, a Delaware limited liability company ("**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. 37156 ("**Property**"). The boundaries of the Property are identified in Exhibit "A" attached hereto. The Developer has obtained entitlements to develop the Property with approximately 163 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. 2025-1 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. 2025-1 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. 2025-1 and the costs thereof.

D. In accordance with Sections 53313.5 and 53316.2 of the Act, CFD No. 2025-1 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. 2025-1 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. 2025-1 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 Community 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. 2025-1.

"**CFD No.** 2025-1" means Community Facilities District No. 2025-1 (Camelia) 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. 2025-1, 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. 2025-1 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. 2025-1.

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; and 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. 2025-1. The City has initiated proceedings pursuant to the Act for the formation of CFD No. 2025-1, the authorization of the Special Taxes within CFD No. 2025-1, and the authorization to issue one or more series of Bonds on behalf of CFD No. 2025-1. 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. 2025-1 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. 2025-1 is formed and the Special Taxes and Bonds are authorized, the City Council, acting as the Legislative Body of CFD No. 2025-1, may, in its sole discretion in accordance with its adopted policies ("CFD Policies"), adopt the Bond Resolution and issue the Bonds. Prior to the sale of any series of Bonds in which it is anticipated that CFD Proceeds will be available to finance any EVMWD Costs or EVMWD Acquisition Facilities, the City shall consult with EVMWD to determine whether EVMWD is able to comply with tax-exempt regulations related to the

expenditure of CFD Proceeds proposed to be allocated towards the EVMWD Facilities Fund.

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 finance 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. 2025-1 may pay the EVMWD Costs applicable to the Property directly to EVMWD, may reimburse EVMWD for the EVMWD Costs paid by EVMWD, may pay the acquisition price of EVMWD Acquisition Facilities, and/or may reimburse the Developer for the EVMWD Costs if paid directly to EVMWD by such Developer or any owner of the Property as shall be coordinated with EVMWD and the Developer from time to time. EVMWD and/or the Developer 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. 2025-1, 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" ("**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) Should it be determined after the consultation described in Section 2.2 above that EVWMD is able to use CFD Proceeds in a manner that complies with tax-exempt regulations, EVMWD agrees that it will comply with the requirements set forth in this subsection (f). Such requirements are as follows:

1. 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.

2. 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. 2025-1, a certificate to the effect that EVMWD agrees to comply with the provisions of the tax certificate delivered by CFD No. 2025-1 in connection with the Bonds, and such other matters as CFD No. 2025-1 may reasonably request upon which CFD No. 2025-1 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. 2025-1 shall have the sole authority and responsibility for all such matters.

The Parties hereto specifically agree that the liabilities of CFD No. 2025-1 (including liabilities, if any, of CFD No. 2025-1 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. 2025-1. The City shall have the power and duty to provide for the administration of CFD No. 2025-1 and 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. 2025-1 or the issuance of the Bonds, other than as a Party to this Agreement.

ARTICLE III
TERM AND TERMINATION

Section 3.1 Effective Date. This Agreement shall become effective and of full force and effect as of the date ("Effective Date") that 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. 2025-1 has been formed, as evidenced by the recordation of a Notice of Special Tax Lien against the Property.

Section 3.2 Termination. If the City is unable to complete the sale of the Bonds prior to January 1, 2039, this Agreement shall thereafter automatically terminate and be of no further force or effect.

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 (a) when personally delivered, (b) the next business day after deposit with a nationally recognized overnight courier service, (c) seventy-two (72) hours following deposit of the same in the United States Post Office registered or certified, postage prepaid, or (d) if given by electronic communication upon the sender's receipt of an appropriate answerback or other written acknowledgement, addressed as follows:

City: City of Wildomar
23873 Clinton Keith Road
Wildomar, CA 92595
Attention: Heidi Schrader,
Administrative Services Director
Telephone: (951) 677-7751
Email: hschrader@wildomar.gov

EVMWD: Elsinore Valley Municipal Water District
31315 Chaney Street
Lake Elsinore, CA 92530
Attention: Greg Thomas, General Manager
Telephone: (951) 674-3146
Email: _____@evmwd.net

Developer: KB HOME Cal Management Services LLC
Inland Empire Division
36310 Inland Valley Drive, Suite 300
Wildomar, CA 92595
Attention: Scott Hansen,
Vice President, Forward Planning
Telephone: (951) 691-5239
Email: rhansen@kbhome.com

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. 2025-1 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. 2025-1, 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: 10/23/25

DEVELOPER:

KB HOME CAL MANAGEMENT SERVICES LLC,
a Delaware limited liability company

By: _____

Name: Scott Hansen

Title: VP Forward Planning

Date Signed: _____

[Joint Community Facilities Agreement Signature Page]

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: KB HOME CAL MANAGEMENT SERVICES LLC,
a Delaware limited liability company

By: _____

Name: Scott Hansen

Title: VP Forward Planning

Date Signed:_____

[Joint Community Facilities Agreement Signature Page]

City: CITY OF WILDOMAR

By: _____

Name: Chris Mann,

Title: City Manager

Date Signed: _____

ATTEST:

By: _____
Janet Morales, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas D. Jex, City Attorney

[Joint Community Facilities Agreement Signature Page]

EXHIBIT "A"

PROPERTY DESCRIPTION

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

LOT "A" AS SHOWN ON LOT LINE ADJUSTMENT NO. 2022-007, AS EVIDENCED BY DOCUMENT RECORDED APRIL 24, 2024 AS INSTRUMENT NO. 2024-0119659 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 OF NOTICE OF LOT LINE ADJUSTMENT NO. 4213, RECORDED APRIL
27, 2000 AS INSTRUMENT NO. 2000-157057, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO DESCRIBED AS PARCEL 1 IN THAT CERTAIN GRANT DEED IN FAVOR OF CAMELIA PROJECT OWNER, LLC, RECORDED OCTOBER 28, 2021 AS DOCUMENT NO. 2021-0641247, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

TOGETHER WITH A PORTION OF LOT 1 IN FRACTIONAL SECTION 7, TOWNSHIP 7 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS PARCEL 2 IN THAT CERTAIN GRANT DEED IN FAVOR OF LION'S LAIR ENTERPRISES, INC., RECORDED SEPTEMBER 3, 1986, AS INSTRUMENT NO. 211972, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALL TOGETHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, SAID CORNER ALSO BEING THE NORTHWESTERLY CORNER OF SAID PARCEL 2 PER INSTRUMENT NO. 211972;

THENCE SOUTH 0°26'16" WEST; ALONG THE WESTERLY LINE OF SAID SECTION 7, AND SAID PARCEL2;

A DISTANCE OF 284.78 FEET, TO THE SOUTHWEST CORNER OF SAID PARCEL 2;
THENCE CONTINUING SOUTH 0°26'16" WEST, A DISTANCE OF 135.64 FEET, TO A POINT ON A NONTANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1945.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 20°03'44" WEST, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°37'34", AN ARC LENGTH OF 700.19 FEET;

THENCE SOUTH 40°41'18" WEST, 25.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF PALOMAR STREET (60 FEET WIDE) AS SHOWN ON GRAHAM, COLLIER AND HELD'S SUBDIVISION OF BLOCKS "K", "L" AND "M IN ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 4 OF MAPS, AT PAGE 174, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA;

THENCE SOUTH 49°18'42" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY, 219.80 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 633.20 FEET, BEING THE BEGINNING OF A TANGENT CURVE ON THE EASTERLY LINE OF THAT CERTAIN 60.00 FOOT STRIP OF LAND CONVEYED TO RIVERSIDE COUNTY IN A DEED RECORDED MARCH 8, 1915, IN BOOK 406, PAGE 98 OF DEEDS, RECORDS OF SAID RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTHERLY ALONG THE EASTERLY LINES OF SAID 60.00 FOOT STRIP, THE FOLLOWING FOUR (4) COURSES:

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°53'10", AN ARC LENGTH OF 772.34 FEET;

2. SOUTH 20°34'28" WEST, 199.47 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE Order EASTERLY, HAVING A RADIUS OF 328.10 FEET;

3. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62°19'21", AN ARC LENGTH OF 358.89 FEET;

4. SOUTH 41°44'53" EAST, 210.44 FEET, TO THE SOUTHWEST CORNER OF AFOREMENTIONED PARCEL 1;

THENCE NORTH 50°56'15" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 167.11 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE, SHOWN AS "STA 13" ON SAID MAP OF BLOCKS "K", "L" AND "M" OF ELSINORE THENCE NORTH 50°57'24" EAST, ALONG SAID SOUTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 1608.14 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE LEAVING SAID SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 84°31'45" WEST, A DISTANCE OF 389.83 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1945.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°31'59', AN ARC LENGTH OF 886.78 FEET, TO THE TRUE POINT OF BEGINNING.

APN: 380-220-010

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. Water and Sewer Improvements *

*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. 2025-1 (Camelia) of the City of Wildomar is hereby requested to pay from the EVMWD Facilities Fund to the person, corporation, or other entity designated below as Payee, the sum set forth below such designation, in payment of the water/sewer Project Costs described below. 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.

Payee: _____

Address: _____

_____

Amount: $_____

Project Costs Description:
(Include identification of lots or APN's where request is made for fees)

REQUESTING PARTY (check box)

[_] **ELSINORE VALLEY MUNICIPAL WATER DISTRICT**

[_] _____
(Name of requesting party - please print)

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.

Registrar of Voters

RivCo VOTE

Your Voice. Every Vote. Our Future.

ART TINOCO
REGISTRAR OF VOTERS

MATTHEW CEBALLOS
ASSISTANT REGISTRAR OF VOTERS

State of California)
) ss
County of Riverside)

I, **Art Tinoco**, Registrar of Voters of said County, hereby certify that:

(A) I have been furnished a map describing the proposed boundary of Community Facilities District No. 2025-1, (Camelia), of the City of Wildomar, of the County of Riverside, State of California.

(B) On October 20, 2025, I conducted, or caused to be conducted, a review of the voter registration records of the County of Riverside for the purpose of determining the number of voters registered to vote within the proposed boundary of Community Facilities District No. 2025-1, (Camelia), of the City of Wildomar, of the County of Riverside.

(C) There are 0 registered voters residing within the proposed boundary of Community Facilities District No. 2025-1, (Camelia), of the City of Wildomar, of the County of Riverside.

IN WITNESS WHEREOF, I have executed this Certificate on this 20th day of October 2025.

Art Tinoco
Registrar of Voters

By: _____
Alice Kim
Chief Deputy Registrar of Voters

2724 GATEWAY DRIVE
RIVERSIDE, CA 92507-0918
MAIN (951) 486-7200
FAX (951) 486-7335
CA RELAY SERVICE (DIAL 711)
VOTEINFO.NET

PUBLIC HEARING
FOR THE ESTABLISHMENT OF CFD 2025-1 CAMELIA (FACILITIES)

Adam Jantz – Finance Manager

January 14th, 2026

BACKGROUND

- 163 single family residential project on approx. 22 acres by KB Home.
- TR Map 37156 is located southeast of a newly established intersection of Washington Avenue and Jefferson Avenue.
- Developer formally requested CFD formation for facilities and public services.
- On October 13, 2025, City Council adopted Resolution Nos. 2025-56 and 2025-57, declaring intent to incur bonded indebtedness and calling for the public hearing on December 10, 2025.
- On December 3, 2025, City Council adopted Resolution No. 2025-66 changing the Public Hearing from December 10, 2025, to January 14, 2026.

PURPOSE OF TONIGHT'S PUBLIC HEARING

- Receive public input on:
  - CFD 2025-1 (Camelia)
- Consider formation of the CFD and authorization of special taxes.
- Consider necessity to incur debt.
- Conduct landowner election.
- Consider introduction of ordinances levying special taxes following successful election.

PROJECT BOUNDARIES

- Proposed Boundary Map was recorded October 22, 2025
- Notices mailed and published consistent with the Act.

CFD NO. 2025-1 (CAMELIA)

Purpose: Finance the construction of public improvements and reimburse eligible developer costs.

- Created under the Mello-Roos Community Facilities Act of 1982.
- Estimated bond capacity: $7,385,000 million secured solely by special taxes.
- Facilities to be financed:
  - $2.47M Storm Drain
  - $2.60M Street Improvements
  - $1.23M Water Fees
  - $1.08M Incidentals
- Special Tax Structure: Assigned rates from $2,397 to $2,793 per unit.
- Fiscal Safeguards: 2% Effective Tax Rate (ETR) cap consistent with City policy

CFD NO. 2025-1 (CAMELIA) – ACTIONS REQUIRED TONIGHT

- Adopt Resolution of Formation.
- Adopt Resolution Determining Necessity to Incur Bonded Indebtedness.
- Call and conduct the landowner election.
- Adopt Resolution Certifying Election Results.
- Introduce Ordinance Authorizing the Levy of Special Taxes.

QUESTIONS / DISCUSSION

CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING
PUBLIC HEARING
Agenda Staff Report # 2.2
Meeting Date: January 14, 2026

SUBJECT: Establishment of Community Facilities District No. 2025-S (Services)

SUBMITTED BY: Adam Jantz, Finance Manager

PREPARED BY: Adam Jantz, Finance Manager

ACTION:
1. Adopt a Resolution entitled:

RESOLUTION NO. 2026 - ____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES) OF THE CITY OF WILDOMAR, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

2. Adopt a Resolution entitled:

RESOLUTION NO. 2026 - ____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES) OF THE CITY OF WILDOMAR CERTIFYING ELECTION RESULTS

3. 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. 2025-S (SERVICES) OF THE CITY OF WILDOMAR AUTHORIZING THE LEVY OF SPECIAL TAXES

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

BACKGROUND:
KB Home Cal Management Services LLC, a Delaware limited liability company (the “Developer”), owns 22.15 gross acres of property within the City which is proposed to be developed into 163 single family residential homes. Such property is generally located to the

southeast of a newly established intersection of Washington Avenue and a newly extended Jefferson Avenue, on the border of the City to the City of Murrieta. The Developer has requested that the City form a community facilities district to encompass the property in accordance with the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), to finance the costs of certain maintenance services and public safety services through the levy of special taxes.

Pursuant to the Developer's request, the City proposes to designate additional property as territory for annexation to CFD No. 2025-S in the future (the “Potential Annexation Area”). A parcel or parcels within such territory may be annexed and subjected to the special tax of CFD No. 2025-S only with the unanimous consent and approval of the owner or owners of the parcel or parcels at the time of annexation. The Potential Annexation Area includes the boundaries of the entire City. The property owned by the Developer will be designed as Tax Zone O (Original) under the Rate and Method of Apportionment (the “RMA”) for the District, which would be the first property to be included within CFD No. 2025-S.

On October 13, 2025, the City Council adopted Resolution No. 2025-53, which declared the City's intention to establish the District and calling for a public hearing to be held on December 10, 2025. On December 3, 2025, the City Council adopted Resolution No. 2025-67, which changed the public hearing date from December 10, 2025 to January 14, 2026.

The purpose of the public hearing is for the City Council to formally consider the approval of the formation of CFD 2025-S (Services) and the approval of the levy of the special taxes within the District. Notice of the public hearing was published in a newspaper of general circulation in the District and mailed to the property owner in accordance with the Act.

DISCUSSION:
In connection with the public hearing, Spicer Consulting Group prepared a CFD Public Hearing Report (Attachment 4), which describes and analyzes the services to be financed by the District, and the estimated costs of such services. Following the close of the public hearing, the City Council will be asked to adopt the Resolution of Formation (Attachment 1) which approves the formation of the District, the designation of the Potential Annexation Area and the levy of the special taxes in the District in accordance with the RMA. Such resolution calls for an election to submit to the qualified voters of the District (consisting of Tax Zone O (Original)), ballot measures on the approval of the special taxes and an appropriations limit for the 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 (consisting initially of Tax Zone O (Original)) (Attachment 5). Accordingly, under the Act, only property owners owning land in Tax Zone O (Original) 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 Tax Zone O (Original). 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 Act. Accordingly, if the City Council approves the Resolution of Formation, 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 (Attachment 2). Based upon certification that 2/3rds of the votes cast are in favor of the propositions voted upon, the Resolution Certifying the Election Results directs the

City Clerk to record a notice of special tax lien on the property within Tax Zone O (Original). 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 (Attachment 3).

FISCAL IMPACT:
There is no impact to the General Fund to form the District. Costs of formation are paid out of a deposit made by the developer. If established and subject to necessary City 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 services and administration of CFD No. 2025-S. The RMA provides for special tax rates for various services to be provided within the District. Such tax rates escalate in accordance with the RMA.

ATTACHMENTS:
Attachment #1 - Resolution Formation City of Wildomar CFD 2025-S (Services).docx
Attachment #2 - Resolution Certifying Election Results City of Wildomar CFD No. 2025-S (Services).doc
Attachment #3 - Ordinance City of Wildomar CFD No. 2025-S (Safety Services).docx
Attachment #4 - CFD 2025-S - CFD Report - Final.pdf
Attachment #5 - Certificate of ROV (Services).pdf
Attachment #6 - Public Hearing Presentation for CFD2025-S Services

RESOLUTION NO. 2026 - _____

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

WHEREAS, the City Council (the "City Council") of the City of Wildomar (the "City") has heretofore adopted Resolution No. 2025-53 stating its intention to form Community Facilities District No. 2025-S (Services) of the City of Wildomar ("Community Facilities District No. 2025-S (Services)" or the "District") and a Potential Annexation Area therein (the "Potential Annexation Area") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, a copy of Resolution No. 2025-53 setting forth a description of the proposed boundaries of Community Facilities District No. 2025-S (Services), the proposed boundaries of the Potential Annexation Area, the services 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, on December 3, 2025, this City Council adopted Resolution No. 2025-67, which changed the public hearing date relative to the proposed formation of Community Facilities District No. 2025-S and the levy of the special tax therein to finance certain public services and related expenses, previously called for December 10, 2025 to January 14, 2026; and

WHEREAS, notice was published and mailed to all landowners of the land proposed to be included within the District as required by law relative to the intention of this City Council to form proposed Community Facilities District No. 2025-S (Services), to designate the Potential Annexation Area proposed for annexation to the District in the future and to levy a special tax therein to finance the services and incidental expenses described in Resolution No. 2025-53; and

WHEREAS, on January 14, 2026, this City Council conducted a noticed public hearing as required by law relative to the proposed formation of Community Facilities District No. 2025-S (Services), the designation of the Potential Annexation Area, and the levy of the special tax therein; and

WHEREAS, at the January 14, 2026, public hearing there was filed with this City Council a report containing a description of the services necessary to meet the needs of the District and an estimate of the cost of such services as required by Section 53321.5 of the Act (the "Engineer's Report"); and

WHEREAS, at the January 14, 2026, public hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2025-S (Services), the designation of the Potential Annexation Area, and the levy of the special tax 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 services (the "Services") and the incidental expenses (the "Services 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 designation of the Potential Annexation Area and the levy of the special tax; and

WHEREAS, this City Council has determined, based on a Certificate of Registrar of Voters of the County of Riverside on file in the office of the City Clerk, that no registered voters have been residing in the proposed boundaries of Community Facilities District No. 2025-S (Services) for each of the 90 days prior to January 14, 2026, and that the qualified electors in Community Facilities District No. 2025-S (Services) are the landowners within the District; and

WHEREAS, on the basis of all of the foregoing, this City Council has determined to proceed with the establishment of Community Facilities District No. 2025-S (Services) and to call an election therein to authorize (i) the levy of special taxes pursuant to the rate and method of apportionment of the special tax, as set forth in Attachment "C" to Resolution No. No. 2025-53, and (ii) the establishment of an appropriations limit for Community Facilities District No. 2025-S (Services);

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

Section 1. Each of the above recitals is true and correct.

Section 2. A community facilities district to be designated "Community Facilities District No. 2025-S (Services) of the City of Wildomar" is hereby established pursuant to the Act. The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1(b) of the Act.

Section 3. The boundaries of Community Facilities District No. 2025-S (Services) are established as shown on the map designated "Proposed Boundary Map Community Facilities District No. 2025-S (Services) of the City of Wildomar, County of Riverside, State of California," which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder's office of the County of Riverside in Book No. 97 Page No. 66, on October 22, 2025 as Instrument No. 2025-0324157.

In addition, the boundaries of the Potential Annexation Area are established and designated for future annexation to the District pursuant to Sections 53339 et. seq. of the Act in accordance with Resolution No. 2025-53, as shown on the map designated "Proposed Boundary Map" and "Boundaries—Potential Annexation Area Community Facilities District No. 2025-S (Services) of the City of Wildomar, County of Riverside, State of California," which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder's office of the County of Riverside in Book No. 97 Page No. 67, on October 22, 2025 as Instrument No. 2025-0324158.

Section 4. The types of Services and Services Incidental Expenses authorized to be provided for Community Facilities District No. 2025-S (Services) are those set forth in Attachment "A" attached hereto. The estimated cost of the Services and Services Incidental Expenses to be financed is set forth in the Engineer's Report.

Section 5. The City Council finds and determines that the proposed Services 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 Services to be financed benefit residents of the City and the future residents of the District.

Section 6. 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 Attachment "C" to Resolution No. 2025-53 on all non-exempt property within the District sufficient to pay for the Services and the Services Incidental Expenses. The District expects to incur, and in certain cases has already incurred, Services Incidental Expenses in connection with the creation of the District, the levying and collecting of the special tax, and the annual administration of the District. The rate and method of apportionment of the special tax is described in detail in Attachment "C" to Resolution No. 2025-53 and incorporated herein by this reference, and the City Council hereby finds that the rate and method of apportionment of the special tax described in detail in Attachment "C" to Resolution No. 2025-53 contains sufficient detail to allow each landowner within the District to estimate the maximum amount that may be levied against each parcel. As described in greater detail in the Engineer's Report, which is incorporated by reference herein, the special tax is based on the expected demand that each parcel of real property within Community Facilities District No. 2025-S (Services) will place on the Services and on the benefit that each parcel will derive from the right to access the Services and, accordingly, is hereby determined to be reasonable. The

special tax shall be levied on each assessor's parcel so long as the Services are being provided within CFD No. 2025-S (Services). 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.

Section 7. 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 8. 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 9. Consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within Community Facilities District No. 2025-S (Services), if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within Community Facilities District No. 2025-S (Services) and will be benefited by the Services proposed to be provided within Community Facilities District No. 2025-S (Services).

Section 10. It is hereby further determined that there is no *ad valorem* property tax currently being levied on property within proposed Community Facilities District No. 2025-S (Services) for the exclusive purpose of paying for the same services to the territory of Community Facilities District No. 2025-S (Services) as are proposed to be provided by the Services to be financed by Community Facilities District No. 2025-S (Services).

Section 11. 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.

Written protests against the establishment of the Potential Annexation Area have not been filed by one-half or more of the registered voters within the boundaries of the Potential Annexation Area or by the property owners of one-half (1/2) or more of the area of land within the Potential Annexation Area. The City Council hereby finds that the proposed special tax has not been precluded by a majority protest pursuant to Section 53339.6 of the Act.

Section 12. An election is hereby called for Community Facilities District No. 2025-S (Services) on the propositions of levying the special tax on the property within Community Facilities District No. 2025-S (Services) and establishing an appropriations limit for the

District pursuant to Section 53325.7 of the Act. The language of the propositions to be placed on the ballot is attached hereto as Attachment "B."

Section 13. The date of the election for Community Facilities District No. 2025-S (Services) on the propositions of authorizing the levy of the special tax and establishing an appropriations limit for the District shall be January 14, 2026, 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 January 14, 2026, 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. 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, 11:00 p.m. on the election day; provided the election shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. Pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed in person, or by mail with return postage prepaid, to the qualified electors within Community Facilities District No. 2025-S (Services). 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 October 20, 2025. Accordingly, since there were fewer than 12 registered voters within the District for each of the 90 days preceding January 14, 2026, the qualified electors shall be the landowners within the District and each landowner, or the authorized representative thereof, shall have one vote for each acre or portion thereof that such landowner owns within Community Facilities District No. 2025-S (Services), 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 January 14, 2026, which waiver is on file with the City Clerk.

Section 14. The preparation of the Engineer's Report is hereby ratified. The Engineer's Report, as submitted, is hereby approved and was made a part of the record of the public hearing regarding the formation of Community Facilities District No. 2025-S (Services). 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 District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in creating Community Facilities District No. 2025-S. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

Section 16. This Resolution shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 14th day of January, 2026.

Carlos Marquez
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales Garcia, CMC
City Clerk

ATTACHMENT "A"

TYPES OF SERVICES
TO BE FINANCED BY
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES)
OF THE CITY OF WILDOMAR

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

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

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses" as said term is defined in the Rate and Method of Apportionment and to establish an operating reserve for the costs of services as determined by the Administrator.

The above services shall be limited to those provided within the boundaries of CFD No. 2025-S and the Potential Annexation Area of CFD No. 2025-S for the benefit of the properties within the boundaries of CFD No. 2025-S and the Potential Annexation Area of CFD No. 2025-S, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2025-S only to the extent that they are in addition to those provided in the territory of CFD No. 2025-S before CFD No. 2025-S was created.

ATTACHMENT "B"

BALLOT PROPOSITIONS

COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES)
OF THE CITY OF WILDOMAR

SPECIAL TAX ELECTION

January 14, 2026

PROPOSITION A: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2025-53 of the City Council of the City of Wildomar be levied to pay for the Services, Services Incidental Expenses and other purposes described in Resolution No. 2025-53 of the City Council of the City of Wildomar?	YES_____ NO_____
PROPOSITION B: For each year commencing with Fiscal Year 2025-2026, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for Community Facilities District No. 2025-S (Services) be an amount equal to $200,000,000?	YES_____ NO_____

RESOLUTION NO. 2026-___

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

WHEREAS, the City Council (the "City Council") of the City of Wildomar called and duly held an election on January 14, 2026 within the boundaries of Community Facilities District No. 2025-S (Services) of the City of Wildomar ("Community Facilities District No. 2025-S" or the "District") pursuant to Resolution No. _____ for the purpose of presenting to the qualified electors within the District Propositions A and B attached hereto as Exhibit A; and

WHEREAS, there has been presented to this City Council a certificate of the City Clerk canvassing the results of the election, a copy of which is attached hereto as Exhibit B;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES) OF THE CITY OF WILDOMAR, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. Each of the above recitals is true and correct.

Section 2. Propositions A and B presented to the qualified electors of the District on January 14, 2026 were approved by two-thirds or more of the votes cast at said election and Propositions A and B 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 A for the purposes described therein.

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 14th day of January, 2026:

Carlos Marquez
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

ATTEST:

Janet Morales Garcia, CMC
City Clerk

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF WILDOMAR)

I, Janet Morales Garcia, 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 January 14, 2026 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Morales Garcia, CMC
City Clerk
City of Wildomar

EXHIBIT A

BALLOT PROPOSITIONS

COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES)
OF THE CITY OF WILDOMAR

SPECIAL TAX ELECTION

January 14, 2026

PROPOSITION A: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2025-53 of the City Council of the City of Wildomar be levied to pay for the Services, Services Incidental Expenses and other purposes described in Resolution No. 2025-53 of the City Council of the City of Wildomar?	YES_____ NO_____
PROPOSITION B: For each year commencing with Fiscal Year 2025-2026, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for Community Facilities District No. 2025-S (Services) be an amount equal to $200,000,000?	YES_____ NO_____

EXHIBIT 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 Election for Community Facilities District No. 2025-S (Services) of the City of Wildomar. The election was held in the Wildomar City Hall Council Chambers 23873 Clinton Keith Rd. Suite 106, Wildomar, CA 92595, on January 14, 2026. 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 and B are as follows:

PROPOSITION A	PROPOSITION B
YES:	YES:
NO:	NO:
TOTAL:	TOTAL:

Dated this 14th day of January, 2026.

_____
Janet Morales Garcia, 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. 2025-S (SERVICES) OF THE CITY OF WILDOMAR AUTHORIZING THE LEVY OF SPECIAL TAXES

WHEREAS, on October 13, 2025, the City Council (the "City Council") of the City of Wildomar (the "City") adopted Resolution No. 2025-53 declaring its intention to form Community Facilities District No. 2025-S (Services) 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

WHEREAS, on December 3, 2025, this City Council adopted Resolution No. 2025-67, which changed the public hearing date relative to the proposed formation of the District and the levy of the special tax therein to finance certain public services and related expenses, previously called for December 10, 2025 to January 14, 2026; and

WHEREAS, on January 14, 2026, 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 services described in Resolution No. 2025-53; and

WHEREAS, at the January 14, 2026 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 public services described in Resolution No. 2025-53 were heard and a full and fair hearing was held; and

WHEREAS, on January 14, 2026, the Board adopted Resolution No. _____ which formed the District and called a special election within the District on January 14, 2026 on two propositions relating to the levy of a special tax within the District and the establishment of an appropriations limit within the District; and

WHEREAS, on January 14, 2026, a special election was held within the District at which the qualified electors approved by a vote of two-thirds or more Propositions A and B authorizing the levy of a special tax within the District for the purposes described in Resolution No. _____ and establishing an appropriations limit for the District; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES) 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 Board authorizes and levies special taxes within the District pursuant to Sections 53328 and 53340 of the Act at the rates and

in accordance with the rate and method of apportionment set forth in Attachment "C" to Resolution No. 2025-53, 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 so long as the services authorized to be financed by the District, are provided through such financing within the District.

Section 3. Each of the Mayor, the City Manager, the Finance 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.

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. ____, or in a resolution of consideration to levy a new special tax or special taxes or to alter the rate or method of apportionment or 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. ___.

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. 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 8. The specific authorization for adoption of this Ordinance is pursuant to the provisions of Section 53340 of the Act.

Section 9. 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 10. 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 11. This Ordinance shall take effect thirty days after its final passage.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2026:

_____
Carlos Marquez
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Janet Morales Garcia, CMC
City Clerk

DRAFT

SPICER CONSULTING GROUP

CITY OF WILDOMAR

Public Hearing Report

Community Facilities District No. 2025-S (Services)

January 13, 2026

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B	Boundary Map
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Background

On October 13, 2025, the City Council of the City of Wildomar adopted a Resolution of Intention to form Community Facilities District No. 2025-S (Services) of the City of Wildomar, Resolution No. 2025-53, (the "Resolution of Intention"), 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").

The City of Wildomar Community Facilities District No. 2025-S (Services) (the "CFD No. 2025-S" or "District") is currently comprised of one Tax Zone consisting of one tract map that includes one parcel and approximately 22.15 gross acres. Tax Zone Original includes TR 37156 that includes 163 future single family residential units. The tract is located to the southeast of a newly established intersection of Washington Avenue and a newly extended Jefferson Avenue, on the border of the City to the City of Murrieta, within the City of Wildomar, California.

For a map showing the boundaries of CFD No. 2025-S please see Appendix B.

It is anticipated that the Special Taxes levied by the District will provide funding for services and incidental expenses in connection with said services.

At the time of formation, additional property is expected to annex into CFD No. 2025-S in future years as development continues to expand. The annexed property will be subject to the same special tax formula in the Rate and Method of Apportionment of Special Tax ("RMA") as property that was included in the CFD No. 2025-S at the time of its formation, see Appendix A. As properties annex into CFD No. 2025-S, the City Council shall adopt annexation maps to reflect the inclusion of the annexed property.

Purpose of Public Hearing Report

The adoption of the Resolution of Intention to form CFD No. 2025-S ordered said Public Hearing Report be prepared. This Public Hearing Report is submitted pursuant to Section 53321.5 of the Act, as well as the Resolution of Intention. The law and the Resolution of Intention directs that said Public Hearing Report generally contain the following:

1. A full and complete description of the services proposed to be financed from the levy of the special tax; and

2. A general cost estimate setting forth costs of providing such services; and

3. Further information regarding the implementation of the rate and method of apportionment of the special tax proposed to be levied within the District.

The Rate and Method of Apportionment of the Special Tax which was included in the Resolution of Intention and approved by the City Council.

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 the Public Hearing Report, does hereby submit the following data:

Description of the Services

The services which may be funded with proceeds of the special tax of CFD No. 2025-S, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. These services including the following:

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

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar 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. 2025-S; as well as local roads within residential subdivisions located within CFD No. 2025-S; and any portions adjacent to the properties within CFD No. 2025-S; and

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

Administrative Expenses

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. 2025-S or for the benefit of the properties within the boundaries of CFD No. 2025-S, and said services may be financed by proceeds of the special tax of CFD No. 2025-S only to the extent that they are in addition to those provided in the territory of CFD No. 2025-S before CFD No. 2025-S was created.

The estimate is based on the cost of actual services provided by the City of Wildomar. The estimated cost for Fiscal Year 2025-26 of providing such services, based upon current dollars, which is subject to escalation, is as follows:

Services

The estimated annual cost of providing services at build-out for the subject properties are detailed below. The services funded by the special taxes of the CFD No. 2025-S, as outlined above, will be as follows:

Estimated Cost of Service

Special Tax A Service Costs - 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.

The estimate breaks down the costs of providing one year's maintenance services for Fiscal Year 2025-26. These services are being funded by the levy of Special Tax A for Tax Zone Original for Community Facilities District No. 2025-S (Services).

Table 3-1
Cost Estimate – Special Tax A
Tax Zone Original

Item	Description	Estimated Cost
1	Landscaping	$10,010
2	Streetlighting	$14,831
3	Street Maintenance	$16,910
4	Drainage	$6,714
5	Parks	$20,483
6	Trails	$0
7	Graffiti	$767
8	Administration	$10,663
9	Reserves	$4,382
Total		**$84,760**

Special Tax B Service Costs - 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.

The estimated annual cost of providing safety services at build-out for the subject properties are detailed below:

Table 3-2
Cost Estimate – Special Tax B
Tax Zone Original

Tax Zone	Tract	No. of Lots	Estimated Cost at Build-Out
Original	37156	163	$108,884

Special Tax C (Contingent) Service Costs - 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.

The estimate breaks down the costs of providing one year's maintenance services for Fiscal Year 2025-26. These services are eligible to be funded by the levy of Special Tax C (Contingent) for Tax Zone Original for Community Facilities District No. 2025-S (Services). Special Tax C (Contingent) may be levied, commencing in the first Fiscal Year following the occurrence of any of the following events (each such event, a "Failure to Perform"):

a. the Property Owner Association files a voluntary petition in bankruptcy or the approval by a court of competent jurisdiction of a petition applicable to the Property Owner Association of any proceedings instituted under the Federal Bankruptcy Code, as amended;

b. the Property Owner Association is dissolved;

c. the Property Owner Association fails to levy annual assessments sufficient to fund (i) the maintenance for the then Property Owner Association owned and/or Property Owner Association maintained Maintenance Services (Contingent) or (ii) the replacement of such facilities related to the Maintenance Services (Contingent) in accordance with (A) the requirements of the then current reserve funding plan of the Property Owner Association performed pursuant to California Civil Code Section 5550 or (B) if California Civil Code 5550 is no longer applicable, the requirements of the then applicable law and/or regulations governing the Property Owner Association's requirements to budget for and finance such replacement; or

d. the Property Owner Association fails to maintain the Maintenance Services (Contingent) at the same level as defined within the Property Owner Association maintenance specifications. In the event the Property Owner Association maintenance specifications do not meet the City maintenance requirements, the City Council will have sole discretion to determine the required level of maintenance required for purposes of this section.

In the event of the occurrence of a Failure to Perform described in "c." or "d." above, the City shall give the Property Owner Association written notice of such event. If such Failure to Perform is reasonably capable of being cured within sixty (60) days from the date of such notice, the Property Owner Association shall have such period of time to cure such Failure to Perform prior to the levy by the City Council of Special Tax C (Contingent). If such Failure to Perform is such that it is reasonably capable of being cured, but not within such sixty (60) day period and the Property Owner Association (i) initiates corrective action within such sixty (60) day period, and (ii) diligently, continually, and in good faith works to effect a cure of such Failure to Perform as soon as possible, then the Property Owner Association shall have such additional time, as is reasonably necessary, to cure such Failure to Perform prior to the levy by the City Council of Special Tax C (Contingent).

The City Council may suspend the levy of Special Tax C (Contingent) if the Property Owner Association has cured the Failure to Perform to the satisfaction of the City Council and the Property Owner Association has agreed to such conditions as the City Council may find necessary to minimize the occurrence of such Failure to Perform in the future. In the event the City Council initiates the Special Tax C (Contingent), it will apply to all Assessor's Parcels of Taxable Property in addition to, and not in lieu of, the Special Tax A.

Table 3-3
Cost Estimate – Special Tax C (Contingent)
Tax Zone Original

Item	Description	Estimated Cost
1	Landscaping	$0
2	Streetlighting	$0
3	Street Maintenance	$0
4	Drainage	$10,927
5	Parks	$0
6	Trails	$0
7	Graffiti	$0
8	Administration	$1,774
9	Reserves	$1,639
Total		**$14,340**

Table 3-4
Maximum Special Taxes for Developed Property

Tax Zone	Fiscal Year Included	Tract	No. of Taxable Units	Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)	Subdivider
Original	2025-26	TR 37156	163	SFR	RU	$520	$668	$88	KB Home

Escalation of Maximum Special Taxes

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

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

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

The District includes one tract that will consist of 163 future single family residential units located in the City of Wildomar on approximately 20 gross acres. The property is located to the southeast of a newly established intersection of Washington Avenue and a newly extended Jefferson Avenue, on the border of the City to the City of Murrieta. CFD No. 2025-S Tax Zone Original and includes the following Assessor Parcel Number:

Assessor Parcel Number
380-220-010

1. The boundaries of CFD No. 2025-S are those properties and parcels where services are authorized to be provided and upon which special taxes may be levied in order to pay for the costs and expenses of said services. A general description of the area within the boundaries of the CFD No. 2025-S is attached as Appendix B.
2. Additional properties that are within the boundaries of the annexation map may annex to CFD No. 2025-S subsequent to formation of CFD No. 2025-S. The owner of the property to be annexed shall submit a written consent for said annexation to CFD No. 2025-S and the Council, acting ex-officio as the legislative body of CFD No. 2025-S, shall call a special election as to the imposition of the special tax on said property as required by law.

The Rate and Method of Apportionment allows each property owner within CFD No. 2025-S 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, and provided further that CFD No. 2025-S may covenant to foreclose and may actually foreclose on parcels having delinquent Special Taxes as permitted by the Act.

All of the property located within CFD No. 2025-S, unless exempted by law or by the Rate and Method proposed for CFD No. 2025-S, shall be taxed for the purpose of providing necessary services to serve the District.

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.

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.

For particulars as to the Rate and Method for CFD No. 2025-S, see the attached and incorporated in Appendix A.

Based on the information provided herein, it is my opinion that the described services herein are those that are necessary to meet increased demands placed upon the City of Wildomar as a result of development occurring within the CFD No. 2025-S and benefits the lands within said CFD No. 2025-S. 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: December 10, 2025

SPICER CONSULTING GROUP, LLC

SHANE SPICER
SPECIAL TAX CONSULTANT FOR
CITY OF WILDOMAR
RIVERSIDE COUNTY
STATE OF CALIFORNIA

Appendix A:
Rate and Method of Apportionment

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

Special Taxes (defined below) shall be levied on and collected from each Assessor's Parcel (defined below) in Community Facilities District No. 2025-S (Services) of the City of Wildomar (the "CFD No. 2025-S" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2025, in an amount determined by the City Council of the City of Wildomar, acting ex officio as the legislative body of CFD No. 2025-S, by applying the rates and method of apportionment set forth below. All of the real property in CFD No. 2025-S, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

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

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

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2025-S including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2025-S, or any designee thereof associated with fulfilling the CFD No. 2025-S disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2025-S or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2025-S for any other administrative purposes of CFD No. 2025-S, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

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

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

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

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

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

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

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

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

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

"CFD" or **"CFD No. 2025-S"** means Community Facilities District No. 2025-S (Services) of the City of Wildomar.

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

"City" means the City of Wildomar.

"Contingent Services" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2025-S as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(3) that a Property Owners' Association fails to adequately provide such services.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit(s) for vertical construction has been issued on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

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

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

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

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

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

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

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

"Maximum Special Tax A" means the Maximum Special Tax A, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2025-S.

"Maximum Special Tax B" means the Maximum Special Tax B, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2025-S.

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

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

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

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

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

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

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

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

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

"Service(s)" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2025-S as set forth in the documents adopted by the City Council at the time the CFD was formed.

"Single Family Residential Property" or **"SFR"** means all Parcels of Residential Property, other than Multi-Family Residential Property.

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

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

"Special Tax A Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2025-S in the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services, (ii) fund an operating reserve for the costs of Maintenance Services as determined by the Administrator, and (iii) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for bonds or other forms of indebtedness.

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

"Special Tax B Requirement" means the amount required in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2025-S for Safety Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Safety Services, (ii) amount necessary to fund an operating reserve for the costs of Safety Services as determined by the CFD Administrator, and (iii) Administrative Expenses applicable to the Special Tax B. Under no circumstances shall the Special Tax B Requirement include funds for bonds or other forms of indebtedness.

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

"Special Tax C (Contingent) Requirement" means that amount required in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2025-S for Maintenance Services (Contingent) in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services (Contingent), (ii) amount necessary to fund an operating reserve for the costs of Maintenance Services (Contingent) as determined by the CFD Administrator, and (iii) Administrative Expenses applicable to the Special Tax C (Contingent). Under no circumstances shall the Special Tax C (Contingent) Requirement include funds for bonds or other forms of indebtedness. The Special Tax C (Contingent) Requirement, if initiated, will be applied to all Assessor's Parcels in addition to, and not in lieu of, the Special Tax A Requirement.

"Taxable Property" means all Assessor's Parcels within CFD No. 2025-S, which are not Exempt Property.

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

"Tax Zone" means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax. Appendix D identifies the Tax Zone in CFD No. 2025-S at formation; additional Tax Zones may be created when property is annexed into the CFD.

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

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

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

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2025-S shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

C. MAXIMUM SPECIAL TAX RATES

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

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcels, the Special Tax A and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the applicable Tax Zone below or as included in Appendix A as each annexation occurs. No Special Tax B shall be levied on Non-Residential Property.

1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-S, Appendix A to this RMA shall be updated to reflect the Maximum Special Tax A for Developed Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Developed Property for such Tract or Tracts as specified in such updated Appendix A for the annexed property which shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2025-2026 for a Residential Unit of Developed Property within the Tax Zone Original are identified in Table 1 below:

TABLE 1
MAXIMUM SPECIAL TAX A RATES
DEVELOPED PROPERTY
FISCAL YEAR 2025-2026

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

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2026 with respect to Tax Zone Original, the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

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

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property in Table 2 is specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-S, the Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax A for Approved Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2025-2026 per Residential Unit for Approved Property within Tax Zone Original is identified in Table 2 below:

TABLE 2
MAXIMUM SPECIAL TAX A RATES
APPROVED PROPERTY
FISCAL YEAR 2025-2026

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

On each July 1, commencing on July 1, 2026 with respect to Tax Zone Original, the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-S, Appendix A to this rate and method adopted shall be updated to reflect the Maximum Special Tax A for Undeveloped Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2025-2026 per acre of Undeveloped Property within Tax Zone Original is identified in Table 3 below:

TABLE 3
MAXIMUM SPECIAL TAX A RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2025-2026

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax A
Original	TR 37156	Acre	$5,494

On each July 1, commencing on July 1, 2026 with respect to Tax Zone Original, the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B

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

a. Developed Property

(i) Maximum Special Tax B

The Maximum Special Tax B for Fiscal Year 2025-2026 for each Land Use Category within Tax Zone Original is shown in Table 4. When additional property is annexed into CFD No. 2025-S, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax B for the Tract or Tracts annexed and the Special Tax B shall be levied up to the Maximum Special Tax B for Developed Property for such Tract or Tracts as specified in such updated Appendix A.

TABLE 4
MAXIMUM SPECIAL TAX B RATES
DEVELOPED PROPERTY
FISCAL YEAR 2025-2026

Land Use Category	Unit	Maximum Special Tax B
Single Family Residential Property	RU	$668
Multi-Family Residential Property	RU	$410

On each July 1, commencing on July 1, 2026 with respect to Tax Zone Original, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

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

3. Special Tax C (Contingent)

The City Council may levy the Special Tax C (Contingent), applicable to all Zones, commencing in the first Fiscal Year following the occurrence of any of the following events (each such event, a "Failure to Perform"):

a. the Property Owner Association files a voluntary petition in bankruptcy or the approval by a court of competent jurisdiction of a petition applicable to the Property Owner Association of any proceedings instituted under the Federal Bankruptcy Code, as amended;

b. the Property Owner Association is dissolved;

c. the Property Owner Association fails to levy annual assessments sufficient to fund (i) the maintenance for the then Property Owner Association owned and/or Property Owner Association maintained Maintenance Services (Contingent) or (ii) the replacement of such facilities related to the Maintenance Services (Contingent) in accordance with (A) the requirements of the then current reserve funding plan of the Property Owner Association performed pursuant to California Civil Code Section 5550 or (B) if California Civil Code 5550 is

no longer applicable, the requirements of the then applicable law and/or regulations governing the Property Owner Association's requirements to budget for and finance such replacement; or

d. the Property Owner Association fails to maintain the Maintenance Services (Contingent) at the same level as defined within the Property Owner Association maintenance specifications. In the event the Property Owner Association maintenance specifications do not meet the City maintenance requirements, the City Council will have sole discretion to determine the required level of maintenance required for purposes of this section.

In the event of the occurrence of a Failure to Perform described in "c." or "d." above, the City shall give the Property Owner Association written notice of such event. If such Failure to Perform is reasonably capable of being cured within sixty (60) days from the date of such notice, the Property Owner Association shall have such period of time to cure such Failure to Perform prior to the levy by the City Council of Special Tax C (Contingent). If such Failure to Perform is such that it is reasonably capable of being cured, but not within such sixty (60) day period and the Property Owner Association (i) initiates corrective action within such sixty (60) day period, and (ii) diligently, continually, and in good faith works to effect a cure of such Failure to Perform as soon as possible, then the Property Owner Association shall have such additional time, as is reasonably necessary, to cure such Failure to Perform prior to the levy by the City Council of Special Tax C (Contingent).

The City Council may suspend the levy of Special Tax C (Contingent) if the Property Owner Association has cured the Failure to Perform to the satisfaction of the City Council and the Property Owner Association has agreed to such conditions as the City Council may find necessary to minimize the occurrence of such Failure to Perform in the future. In the event the City Council initiates the Special Tax C (Contingent), it will apply to all Assessor's Parcels of Taxable Property in addition to, and not in lieu of, the Special Tax A.

a. Developed Property

(i) Maximum Special Tax C (Contingent)

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Taxable Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-S, Appendix A to this rate and method shall be updated to reflect Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Developed Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2025-2026 within Tax Zone Original is identified in Table 5 below:

TABLE 5
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
DEVELOPED PROPERTY
FISCAL YEAR 2025-2026

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 37156	Single Family Residential Property	RU	$88
		Multi-Family Residential Property	RU	$88
		Non-Residential Property	Acre	$930

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

On each July 1, commencing on July 1, 2026 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

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

b. Approved Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-S, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2025-2026 within Tax Zone Original is identified in Table 6 below:

TABLE 6
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
APPROVED PROPERTY
FISCAL YEAR 2025-2026

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 37156	Single Family Residential Property	RU	$88
		Multi-Family Residential Property	RU	$88
		Non-Residential Property	Acre	$930

On each July 1, commencing on July 1, 2026 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-S, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2025-2026 within Tax Zone Original is identified in Table 7 below:

TABLE 7
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2025-2026

Tax Zone	Tract	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 37156	Acre	$930

On each July 1, commencing on July 1, 2026 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2025-2026 and for each following Fiscal Year in which Special Tax A is authorized to be levied, the City Council shall determine the Special Tax A Requirement and shall

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

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

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

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

2. Special Tax B

Commencing with Fiscal Year 2025-2026 and for each following Fiscal Year, the City Council shall determine the Special Tax B Requirement and shall levy the Special Tax B until the aggregate amount of Special Tax B equals the Special Tax B Requirement.

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

3. Special Tax C (Contingent)

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

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

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

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

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2025-S from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed.

F. TERM OF SPECIAL TAX

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

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2025-S, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; or (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator. No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for CFD No. 2025-S, is an Exempt Property.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax(es) that is disputed. A representative(s) of CFD No. 2025-S shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax(es) shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2025-S may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

APPENDIX A

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES)

TAX ZONE ORIGINAL
FY 2025-2026 MAXIMUM SPECIAL TAX RATES

Taxable Property	Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)
Developed Property	Single Family Residential	RU	$520	$668	$88
Approved Property	Single Family Residential	RU	$520	N/A	$88
Undeveloped Property	N/A	Acre	$5,494	N/A	$930

MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
FOR DEVELOPED PROPERTY

Tax Zone	Fiscal Year Included	Tract	No. of Taxable Units	LUC	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)	Subdivider
Original	2025-26	TR 37156	163	SFR	RU	$520	$668	$88	KB Home

ESCALATION OF MAXIMUM SPECIAL TAXES

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

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

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

APPENDIX B

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES)

DESCRIPTION OF AUTHORIZED MAINTENANCE SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2025-S, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. These services including the following:

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

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

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2025-S; as well as local roads within residential subdivisions located within CFD No. 2025-S; and any portions adjacent to the properties within CFD No. 2025-S; and

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

The above services may be financed by proceeds of the special tax of CFD No. 2025-S only to the extent that they are in addition to those provided in the territory of CFD No. 2025-S before CFD No. 2025-S was created or those provided in the territory annexed to CFD No. 2025-S before the territory was annexed, as applicable.

APPENDIX C

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES)

DESCRIPTION OF AUTHORIZED SAFETY SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2025-S, as provided by Section 53313 of the Act, will include some or all of the costs attributable to public safety.

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

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses" as said term is defined in the Rate and Method of Apportionment and to establish an operating reserve for the costs of services as determined by the Administrator.

The above services shall be limited to those provided within the boundaries of CFD No. 2025-S for the benefit of the properties within the boundaries of CFD No. 2025-S and said services may be financed by proceeds of the special tax of CFD No. 2025-S only to the extent that they are in addition to those provided in the territory of CFD No. 2025-S before CFD No. 2025-S was created.

APPENDIX D

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES)

PROPOSED BOUNDARIES AND POTENTIAL ANNEXATION AREA BOUNDARIES

Appendix B:
Proposed Boundary Map

COPY 97/66

SHEET 1 OF 1 SHEET

PROPOSED BOUNDARY MAP

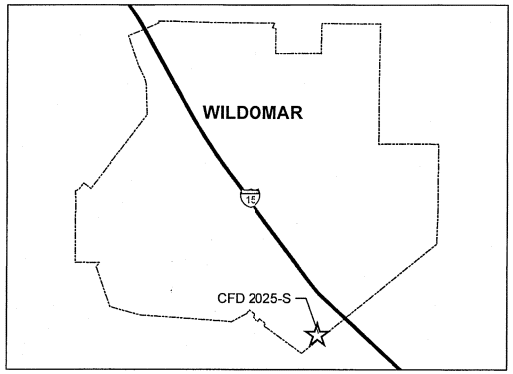
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON 13 DAY OF October, 2025, BY RESOLUTION NO. 2025-53

Janet Morales
CITY CLERK
CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 13 DAY OF October, 2025.

Janet Morales
CITY CLERK
CITY OF WILDOMAR



RECORDED THIS 22 DAY OF October, 2025 AT THE HOUR OF 9:49 O'CLOCK A.M. IN BOOK 97 PAGE 66 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: $9.00 NO.: 2025-0324157

PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: Jackie
DEPUTY

LEGEND

	CITY BOUNDARY
	CFD BOUNDARY
	PARCEL LINE
XXX-XXX-XXX	ASSESSOR PARCEL NUMBER
O	TAX ZONE - ORIGINAL

THIS BOUNDARY MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2025-26.

SPICER CONSULTING GROUP

N W E S

0 550 1,100 2,200 Feet

1070

COPY

97/67

SHEET 1 OF 1 SHEET

BOUNDARIES - POTENTIAL ANNEXATION AREA

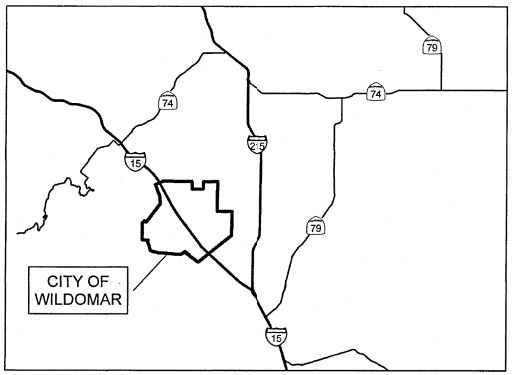
COMMUNITY FACILITIES DISTRICT NO. 2025-S
(SERVICES)
CITY OF WILDOMAR,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

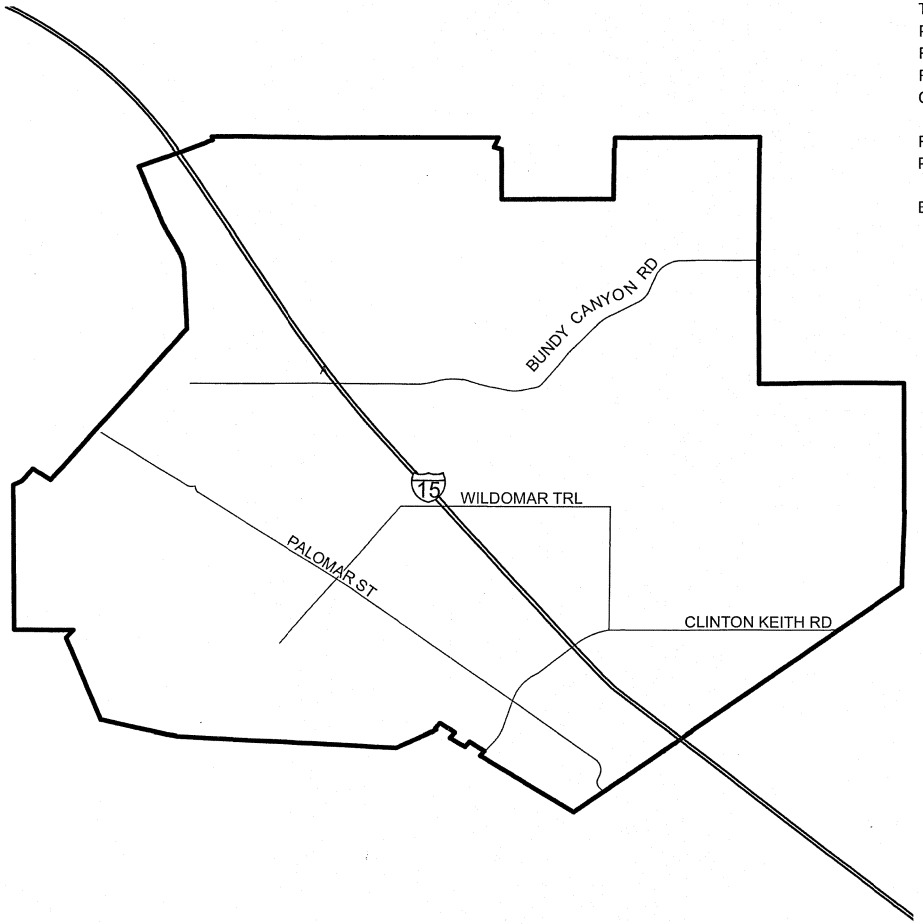
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES), CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON October DAY OF 13, 2025, BY RESOLUTION NO. 2025-53

Janet Morales
CITY CLERK
CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS 13 DAY OF October, 2025.

Janet Morales
CITY CLERK
CITY OF WILDOMAR





RECORDED THIS 22 DAY OF October, 2025 AT THE HOUR OF 9:49 O'CLOCK A.M. IN BOOK 97 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: $9.00 NO.: 2025-0324158

PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: Jackie
DEPUTY

LEGEND

ANNEXATION BOUNDARY

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CONSULTING GROUP

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Appendix C:
Resolution of Intention

RESOLUTION NO. 2025 – 53

RESOLUTION OF CITY COUNCIL OF THE CITY OF WILDOMAR DECLARING ITS INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES) OF THE CITY OF WILDOMAR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX ON PROPERTY WITHIN THE DISTRICT TO PAY THE COSTS OF PROVIDING MAINTENANCE AND PUBLIC SAFETY SERVICES

WHEREAS, the City of Wildomar (the "City") has received a petition (the "Petition") signed by the owner of more than ten percent of the land within the boundaries of which is proposed for inclusion in a proposed community facilities district which meets the requirements of Sections 53318 and 53319 of the Government Code of the State of California (the "Government Code"); and

WHEREAS, the City Council of the City (the "City Council") desires to adopt this resolution of intention as provided in Section 53321 of the Government Code to establish a community facilities district consisting of the territory described in Attachment "A" hereto and incorporated herein by this reference, which the City Council hereby determines shall be known as "Community Facilities District No. 2025-S (Services) of the City of Wildomar" ("Community Facilities District No. 2025-S" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the "Act") to (1) finance police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services and costs of maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, as described in the appendices to Attachment "A" and in Attachment "B" hereto and incorporated herein by this reference (the "Services"), and (2) finance the incidental expenses to be incurred in connection with forming and administering the District and financing the Services (the "Services Incidental Expenses"); and

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

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

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

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

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

SECTION 1. The above recitals are true and correct.

SECTION 2. A community facilities district is proposed to be established under the terms of the Act. It is further proposed that the initial legal boundaries of Community Facilities District No. 2025-S shall be those described in the map titled "Proposed Boundary Map" in Attachment "A" hereto, which boundaries shall, upon recordation of the boundary map for proposed Community Facilities District No. 2025-S, include the entirety of any parcel subject to taxation by the District. The City Council further proposes to designate the Potential Annexation Area described in the map titled "Boundaries – Potential Annexation Area" in Attachment "A" hereto as property proposed for annexation into the District in the future, by submittal of Unanimous Consent and Approval of the owner or owners of such parcel or parcels, as approved by the City Council acting as the legislative body of the District at the time that such parcel or parcels are annexed to the District.

The proposed boundaries of the District and the Potential Annexation Area are depicted on the maps of proposed Community Facilities District No. 2025-S which is included in Attachment "A" hereto. The City Clerk is hereby directed to sign the original maps of the proposed boundaries and Potential Annexation Area and record them with all proper endorsements thereon with the County Recorder of the County of Riverside within 15 days after the adoption of this resolution, all as required by Section 3111 of the Streets and Highways Code of the State of California.

SECTION 3. The name of the proposed community facilities district shall be "Community Facilities District No. 2025-S (Services) of the City of Wildomar."

SECTION 4. The Services proposed to be provided for the benefit of Community Facilities District No. 2025-S are public services as defined in the Act, and this City Council finds and determines that the Services to be financed are in addition to those provided in the territory of the District, including the Potential Annexation Area, at the

present time and do not supplant services already available within the territory of the District at the present time. The City Council hereby finds and determines that the description of the Services herein is sufficiently informative to allow taxpayers within the proposed District, including the Potential Annexation Area, to understand what the funds of the District may be used to finance. The Services Incidental Expenses expected to be incurred include the costs of planning the Services, the costs of forming the District, the cost of levying and collecting a special tax within the proposed District and the cost of administration.

SECTION 5. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with the procedures contained in the Act a separate special tax, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and the Services Incidental Expenses. Notwithstanding the foregoing, the District shall not record a special tax lien on property within the Potential Annexation Area until the owner or owners of the parcel or parcels thereof have given their unanimous approval of the parcel's or parcels' annexation to the District. The rate and method of apportionment and manner of collection of the special taxes are described in detail in Attachment "C" attached hereto, which Attachment "C" is incorporated herein by this reference. Attachment "C" allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

The maximum special tax for Services shall increase to the extent permitted in the Rate and Method. The special tax for Services may be levied for such period as the Services are needed, as further described in Attachment "C" hereto.

The special taxes are based on the expected demand that each parcel of real property within proposed Community Facilities District No. 2025-S will place on the Services. The City Council hereby determines that the proposed Services are necessary to meet the increased demand placed upon the City and the existing police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services and the maintenance of certain public facilities and property in the City as a result of the development of the land proposed for inclusion in the District. The City Council hereby determines the rate and method of apportionment of the special taxes set forth in Attachment "C" to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special taxes are not on or based upon the value or ownership of real property.

SECTION 6. A public hearing (the "Hearing") on the establishment of the proposed Community Facilities District No. 2025-S, the proposed rate and method of apportionment of the special taxes to finance the Services and the Services Expenses shall be held 6:00 p.m., or as soon thereafter as practicable, on December 10, 2025, at the City Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California 92595. Should the City Council determine to form the District, a special election will be held to authorize the levy of the special taxes in accordance with the procedures contained in Government Code Section 53326. If held, the proposed voting procedure

at the election will be a landowner vote with each landowner who is the owner of record of land within the District (excluding the Potential Annexation Area) at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the proposed District. Ballots for the special election may be distributed by mail or by personal service.

SECTION 7. The City Council does not intend to make any adjustment in property taxation pursuant to Sections 53313.6 and 53313.7 of the Act.

SECTION 8. At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within proposed Community Facilities District No. 2025-S and the Potential Annexation Area, may appear and be heard.

SECTION 9. Each City officer who is or will be responsible for administering the proposed Community Facilities District No. 2025-S, if it is established, is hereby directed to study the proposed District and, at or before the time of the above-mentioned Hearing, file a report with the City Council containing a brief description of services by type which will in his or her opinion be required to meet adequately the needs of Community Facilities District No. 2025-S and an estimate of the cost of providing those services, and an estimate of the fair and reasonable cost of Services Incidental Expenses to be incurred.

SECTION 10. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in creating Community Facilities District No. 2025-S. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

SECTION 11. The City Clerk is hereby directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of proposed Community Facilities District No. 2025-S. The City Clerk is further directed to mail a copy of the Notice to each landowner within the initial boundaries of the District at least 15 days prior to the Hearing. The Notice shall contain the text or a summary of this Resolution, the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed district and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

SECTION 12. This Resolution shall be effective upon its adoption.

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

Ashlee DePhillippo
Mayor

APPROVED AS TO FORM:

Thomas D. Jex
City Attorney

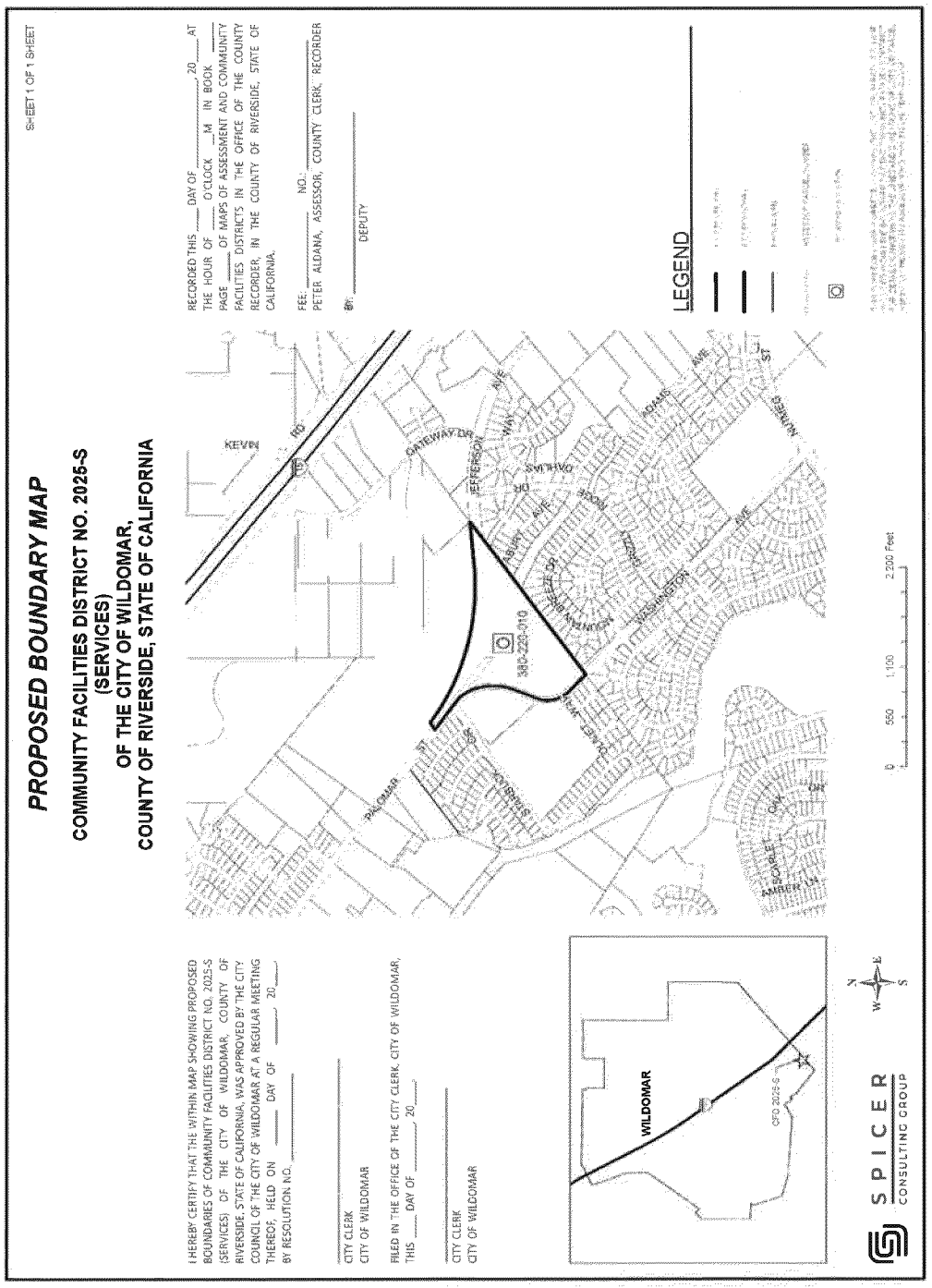
ATTEST:

Janet Morales, CMC
City Clerk

CITY OF WILDOMAR INCORPORATED July 1, 2008 STATE OF CALIFORNIA

ATTACHMENT A

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



BOUNDARIES - POTENTIAL ANNEXATION AREA

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

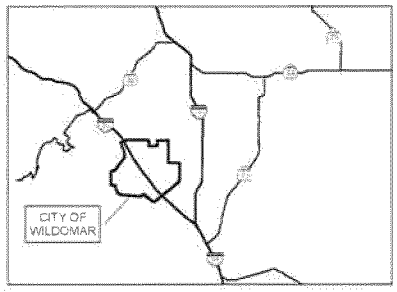
SHEET 1 OF 1 SHEET

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES), CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON _____ DAY OF _____, 20____, BY RESOLUTION NO. _____

_____
CITY CLERK
CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS _____ DAY OF _____, 20____.

_____
CITY CLERK
CITY OF WILDOMAR



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

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

BY: _____
DEPUTY

LEGEND

SPICER
CONSULTING GROUP

ATTACHMENT B

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

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

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

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses" as said term is defined in the Rate and Method of Apportionment and to establish an operating reserve for the costs of services as determined by the Administrator.

The above services shall be limited to those provided within the boundaries of CFD No. 2025-S and the Potential Annexation Area of CFD No. 2025-S for the benefit of the properties within the boundaries of CFD No. 2025-S and the Potential Annexation Area of CFD No. 2025-S, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2025-S only to the extent that they are in addition to those provided in the territory of CFD No. 2025-S before CFD No. 2025-S was created.

ATTACHMENT C

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

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

Special Taxes (defined below) shall be levied on and collected from each Assessor's Parcel (defined below) in Community Facilities District No. 2025-S (Services) of the City of Wildomar (the "CFD No. 2025-S" or "CFD"; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2025, in an amount determined by the City Council of the City of Wildomar, acting ex officio as the legislative body of CFD No. 2025-S, by applying the rates and method of apportionment set forth below. All of the real property in CFD No. 2025-S, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

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

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

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2025-S including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2025-S, or any designee thereof associated with fulfilling the CFD No. 2025-S disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2025-S or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2025-S for any other administrative purposes of CFD No. 2025-S, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

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

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

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

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

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

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

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

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

"CFD" or **"CFD No. 2025-S"** means Community Facilities District No. 2025-S (Services) of the City of Wildomar.

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

"City" means the City of Wildomar.

"Contingent Services" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2025-S as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator

makes a determination pursuant to Section C(3) that a Property Owners' Association fails to adequately provide such services.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit(s) for vertical construction has been issued on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

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

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

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

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

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

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

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

"Maximum Special Tax A" means the Maximum Special Tax A, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2025-S.

"Maximum Special Tax B" means the Maximum Special Tax B, as determined in accordance with Section C, below, that can be levied in any Fiscal Year on any Assessor's Parcel within CFD No. 2025-S.

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

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

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

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

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

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

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

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

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

"Service(s)" means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2025-S as set forth in the documents adopted by the City Council at the time the CFD was formed.

"Single Family Residential Property" or **"SFR"** means all Parcels of Residential Property, other than Multi-Family Residential Property.

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

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

"Special Tax A Requirement" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2025-S in the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services, (ii) fund an operating reserve for the costs of Maintenance Services as determined by the Administrator, and (iii) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for bonds or other forms of indebtedness.

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

"Special Tax B Requirement" means the amount required in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2025-S for Safety Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Safety Services, (ii) amount necessary to fund an operating reserve for the costs of Safety Services as determined by the CFD Administrator, and (iii) Administrative Expenses applicable to the Special Tax B. Under no circumstances shall the Special Tax B Requirement include funds for bonds or other forms of indebtedness.

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

"Special Tax C (Contingent) Requirement" means that amount required in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2025-S for Maintenance Services (Contingent) in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services

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

"Taxable Property" means all Assessor's Parcels within CFD No. 2025-S, which are not Exempt Property.

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

"Tax Zone" means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax. Appendix D identifies the Tax Zone in CFD No. 2025-S at formation; additional Tax Zones may be created when property is annexed into the CFD.

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

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

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

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2025-S shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

C. MAXIMUM SPECIAL TAX RATES

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the Building Permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential

Units contained within the building or buildings, and the Special Tax A, Special Tax B, and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as each annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcels, the Special Tax A and Special Tax C (Contingent) levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the applicable Tax Zone below or as included in Appendix A as each annexation occurs. No Special Tax B shall be levied on Non-Residential Property.

1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-S, Appendix A to this RMA shall be updated to reflect the Maximum Special Tax A for Developed Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Developed Property for such Tract or Tracts as specified in such updated Appendix A for the annexed property which shall reflect the Maximum Special Tax for the Tract or Tracts annexed. The Maximum Special Tax A for Fiscal Year 2025-2026 for a Residential Unit of Developed Property within the Tax Zone Original are identified in Table 1 below:

TABLE 1
MAXIMUM SPECIAL TAX A RATES
DEVELOPED PROPERTY
FISCAL YEAR 2025-2026

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

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2026 with respect to Tax Zone Original, the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

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

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property in Table 2 is specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-S, the Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax A for Approved Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2025-2026 per Residential Unit for Approved Property within Tax Zone Original is identified in Table 2 below:

TABLE 2
MAXIMUM SPECIAL TAX A RATES
APPROVED PROPERTY
FISCAL YEAR 2025-2026

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

On each July 1, commencing on July 1, 2026 with respect to Tax Zone Original, the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-S, Appendix A to this rate and method adopted shall be updated to reflect the Maximum Special Tax A for Undeveloped Property for the Tract or Tracts annexed and the Special Tax A shall be levied up to the Maximum Special Tax A for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax A for Fiscal Year 2025-2026 per acre of Undeveloped Property within Tax Zone Original is identified in Table 3 below:

TABLE 3
MAXIMUM SPECIAL TAX A RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2025-2026

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax A
Original	TR 37156	Acre	$5,494

On each July 1, commencing on July 1, 2026 with respect to Tax Zone Original, the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area

since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B

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

a. Developed Property

(i) Maximum Special Tax B

The Maximum Special Tax B for Fiscal Year 2025-2026 for each Land Use Category within Tax Zone Original is shown in Table 4. When additional property is annexed into CFD No. 2025-S, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax B for the Tract or Tracts annexed and the Special Tax B shall be levied up to the Maximum Special Tax B for Developed Property for such Tract or Tracts as specified in such updated Appendix A.

TABLE 4
MAXIMUM SPECIAL TAX B RATES
DEVELOPED PROPERTY
FISCAL YEAR 2025-2026

Land Use Category	Unit	Maximum Special Tax B
Single Family Residential Property	RU	$668
Multi-Family Residential Property	RU	$410

On each July 1, commencing on July 1, 2026 with respect to Tax Zone Original, the Maximum Special Tax B for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by five percent (5.0%), whichever is greater.

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

3. Special Tax C (Contingent)

The City Council may levy the Special Tax C (Contingent), applicable to all Zones, commencing in the first Fiscal Year following the occurrence of any of the following events (each such event, a "Failure to Perform"):

a. the Property Owner Association files a voluntary petition in bankruptcy or the approval by a court of competent jurisdiction of a petition applicable to the Property Owner Association of any proceedings instituted under the Federal Bankruptcy Code, as amended;

b. the Property Owner Association is dissolved;

c. the Property Owner Association fails to levy annual assessments sufficient to fund (i) the maintenance for the then Property Owner Association owned and/or Property Owner Association maintained Maintenance Services (Contingent) or (ii) the replacement of such facilities related to the Maintenance Services (Contingent) in accordance with (A) the requirements of the then current reserve funding plan of the Property Owner Association performed pursuant to California Civil Code Section 5550 or (B) if California Civil Code 5550 is no longer applicable, the requirements of the then applicable law and/or regulations governing the Property Owner Association's requirements to budget for and finance such replacement; or

d. the Property Owner Association fails to maintain the Maintenance Services (Contingent) at the same level as defined within the Property Owner Association maintenance specifications. In the event the Property Owner Association maintenance specifications do not meet the City maintenance requirements, the City Council will have sole discretion to determine the required level of maintenance required for purposes of this section.

In the event of the occurrence of a Failure to Perform described in "c." or "d." above, the City shall give the Property Owner Association written notice of such event. If such Failure to Perform is reasonably capable of being cured within sixty (60) days from the date of such notice, the Property Owner Association shall have such period of time to cure such Failure to Perform prior to the levy by the City Council of Special Tax C (Contingent). If such Failure to Perform is such that it is reasonably capable of being cured, but not within such sixty (60) day period and the Property Owner Association (i) initiates corrective action within such sixty (60) day period, and (ii) diligently, continually, and in good faith works to effect a cure of such Failure to Perform as soon as possible, then the Property Owner Association shall have such additional time, as is reasonably necessary, to cure such Failure to Perform prior to the levy by the City Council of Special Tax C (Contingent).

The City Council may suspend the levy of Special Tax C (Contingent) if the Property Owner Association has cured the Failure to Perform to the satisfaction of the City Council and the Property Owner Association has agreed to such conditions as the City Council may find necessary to minimize the occurrence of such Failure to Perform in the future. In the event the City Council initiates the Special Tax C (Contingent), it will apply to all Assessor's Parcels of Taxable Property in addition to, and not in lieu of, the Special Tax A.

a. Developed Property

(i) Maximum Special Tax C (Contingent)

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Taxable Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-S, Appendix A to this rate and method shall be updated to reflect Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Developed Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2025-2026 within Tax Zone Original is identified in Table 5 below:

TABLE 5
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
DEVELOPED PROPERTY
FISCAL YEAR 2025-2026

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 37156	Single Family Residential Property	RU	$88
		Multi-Family Residential Property	RU	$88
		Non-Residential Property	Acre	$930

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

On each July 1, commencing on July 1, 2026 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

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

determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-S, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Approved Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C (Contingent) for Fiscal Year 2025-2026 within Tax Zone Original is identified in Table 6 below:

TABLE 6
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
APPROVED PROPERTY
FISCAL YEAR 2025-2026

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 37156	Single Family Residential Property	RU	$88
		Multi-Family Residential Property	RU	$88
		Non-Residential Property	Acre	$930

On each July 1, commencing on July 1, 2026 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Approved Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax C (Contingent) for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-S, Appendix A to this rate and method shall be updated to reflect the Maximum Special Tax C (Contingent) for the Tract or Tracts annexed and the Special Tax C (Contingent) shall be levied up to the Maximum Special Tax C (Contingent) for Undeveloped Property for such Tract or Tracts as specified in such updated Appendix A. The Maximum Special Tax C

(Contingent) for Fiscal Year 2025-2026 within Tax Zone Original is identified in Table 7 below:

TABLE 7
MAXIMUM SPECIAL TAX C (CONTINGENT) RATES
UNDEVELOPED PROPERTY
FISCAL YEAR 2025-2026

Tax Zone	Tract	Taxable Unit	Maximum Special Tax C (Contingent)
Original	TR 37156	Acre	$930

On each July 1, commencing on July 1, 2026 with respect to Tax Zone Original, the Maximum Special Tax C (Contingent) for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area since the beginning of the preceding Fiscal Year, not to exceed 6%, or ii) by two percent (2.0%), whichever is greater.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2025-2026 and for each following Fiscal Year in which Special Tax A is authorized to be levied, the City Council shall determine the Special Tax A Requirement and shall levy the Special Tax A on all Assessor's Parcels of Taxable Property until the aggregate amount of Special Tax A equals the Special Tax A Requirement. The Special Tax A shall be levied for each Fiscal Year within each Tax Zone as follows:

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

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

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

2. Special Tax B

Commencing with Fiscal Year 2025-2026 and for each following Fiscal Year, the City Council shall determine the Special Tax B Requirement and shall levy the Special Tax B until the aggregate amount of Special Tax B equals the Special Tax B Requirement.

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

3. Special Tax C (Contingent)

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

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

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

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

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2025-S from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services. Based on this analysis, the property to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed.

F. TERM OF SPECIAL TAX

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

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2025-S, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; or (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator. No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for CFD No. 2025-S, is an Exempt Property.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax(es) that is disputed. A representative(s) of CFD No. 2025-S shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax(es) shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2025-S may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

APPENDIX A

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2025-S
(SERVICES)

TAX ZONE ORIGINAL
FY 2025-2026 MAXIMUM SPECIAL TAX RATES

Taxable Property	Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)
Developed Property	Single Family Residential	RU	$520	$668	$88
Approved Property	Single Family Residential	RU	$520	N/A	$88
Undeveloped Property	N/A	Acre	$5,494	N/A	$930

MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE FOR DEVELOPED PROPERTY

Tax Zone	Fiscal Year Included	Tract	No. of Taxable Units	LUC	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B	Maximum Special Tax C (Contingent)	Subdivider
Original	2025-26	TR 37156	163	SFR	RU	$520	$668	$88	KB Home

ESCALATION OF MAXIMUM SPECIAL TAXES

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

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

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

APPENDIX B

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES)

DESCRIPTION OF AUTHORIZED MAINTENANCE SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2025-S, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. These services including the following:

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

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

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2025-S; as well as local roads within residential subdivisions located within CFD No. 2025-S; and any portions adjacent to the properties within CFD No. 2025-S; and

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

The above services may be financed by proceeds of the special tax of CFD No. 2025-S only to the extent that they are in addition to those provided in the territory of CFD No. 2025-S before CFD No. 2025-S was created or those provided in the territory annexed to CFD No. 2025-S before the territory was annexed, as applicable.

APPENDIX C

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES)

DESCRIPTION OF AUTHORIZED SAFETY SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2025-S, as provided by Section 53313 of the Act, will include some or all of the costs attributable to public safety.

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

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses" as said term is defined in the Rate and Method of Apportionment and to establish an operating reserve for the costs of services as determined by the Administrator.

The above services shall be limited to those provided within the boundaries of CFD No. 2025-S for the benefit of the properties within the boundaries of CFD No. 2025-S and said services may be financed by proceeds of the special tax of CFD No. 2025-S only to the extent that they are in addition to those provided in the territory of CFD No. 2025-S before CFD No. 2025-S was created.

APPENDIX D

CITY OF WILDOMAR
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES)

PROPOSED BOUNDARIES AND POTENTIAL ANNEXATION AREA BOUNDARIES

PROPOSED BOUNDARY MAP

SHEET 1 OF 1 SHEET

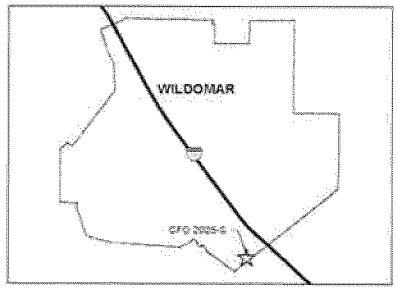
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

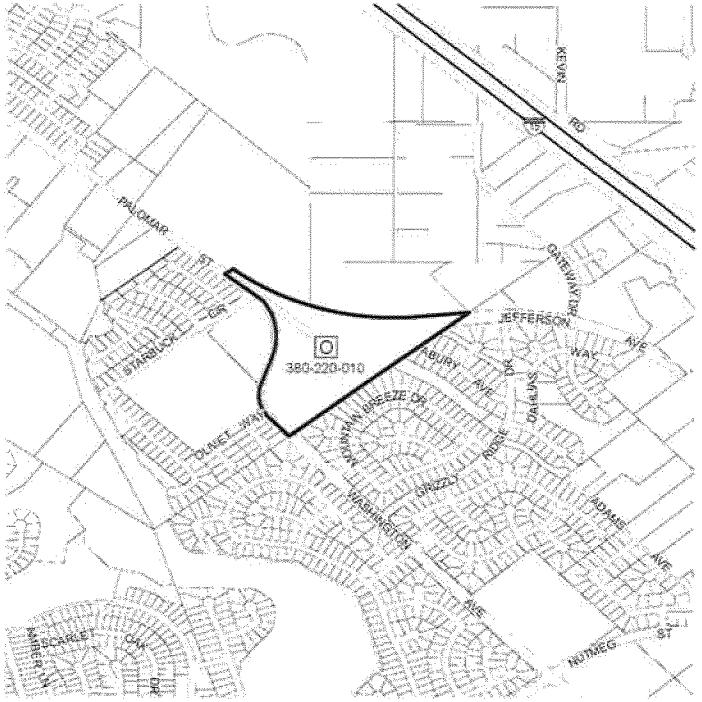
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES) OF THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON _____ DAY OF _____, 20____, BY RESOLUTION NO. _____

_____
CITY CLERK
CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS ____ DAY OF _____, 20____.

_____
CITY CLERK
CITY OF WILDOMAR





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

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

BY: _____
DEPUTY

LEGEND

SPICER CONSULTING GROUP

0 550 1,100 2,200 Feet

BOUNDARIES - POTENTIAL ANNEXATION AREA

SHEET 1 OF 1 SHEET

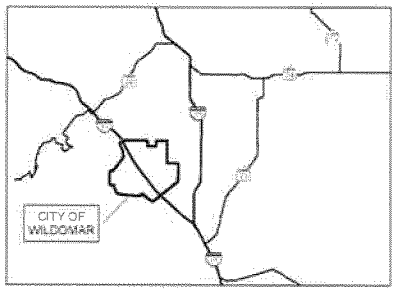
COMMUNITY FACILITIES DISTRICT NO. 2025-S
(SERVICES)
CITY OF WILDOMAR,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

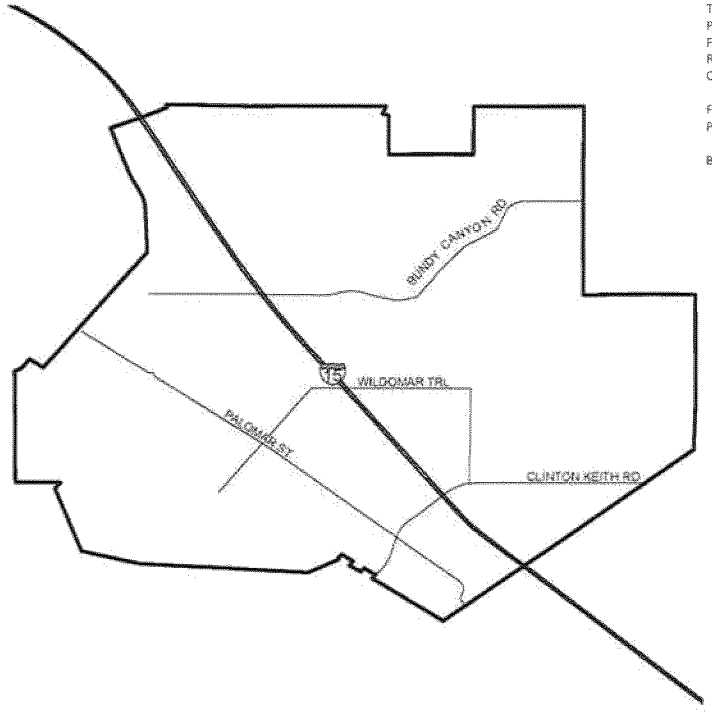
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SERVICES), CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF WILDOMAR AT A REGULAR MEETING THEREOF, HELD ON _____ DAY OF _____, 20____, BY RESOLUTION NO. _____

_____
CITY CLERK
CITY OF WILDOMAR

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF WILDOMAR, THIS ____ DAY OF _____, 20____

_____
CITY CLERK
CITY OF WILDOMAR





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

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

BY: _____
DEPUTY

LEGEND

SPICER CONSULTING GROUP

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

I, Janet Morales, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2025 – 53 was duly adopted at an adjourned regular meeting held on October 13, 2025, by the City Council of the City of Wildomar, California, by the following vote:

AYES: Moore, Morabito, Nigg, Mayor Pro Tem Marquez, Mayor DePhillippo

NOES: None

ABSTAIN: None

ABSENT: None

Janet Morales

Janet Morales, CMC
City Clerk
City of Wildomar

CITY OF WILDOMAR INCORPORATED July 1, 2008 STATE OF CALIFORNIA

SPICER

CONSULTING GROUP

Registrar of Voters

RivCo VOTE

Your Voice. Every Vote. Our Future.

ART TINOCO
REGISTRAR OF VOTERS

MATTHEW CEBALLOS
ASSISTANT REGISTRAR OF VOTERS

State of California)
) ss
County of Riverside)

I, **Art Tinoco**, Registrar of Voters of said County, hereby certify that:

(A) I have been furnished a map describing the proposed boundary of Community Facilities District No. 2025-S, (Services), of the City of Wildomar, of the County of Riverside, State of California.

(B) On October 20, 2025, I conducted, or caused to be conducted, a review of the voter registration records of the County of Riverside for the purpose of determining the number of voters registered to vote within the proposed boundary of Community Facilities District No. 2025-S, (Services), of the City of Wildomar, of the County of Riverside.

(C) There are 0 registered voters residing within the proposed boundary of Community Facilities District No. 2025-S, (Services), of the City of Wildomar, of the County of Riverside.

IN WITNESS WHEREOF, I have executed this Certificate on this 20th day of October 2025.

Art Tinoco
Registrar of Voters

By: _____
Alice Kim
Chief Deputy Registrar of Voters

2724 GATEWAY DRIVE
RIVERSIDE, CA 92507-0918
MAIN (951) 486-7200
FAX (951) 486-7335
CA RELAY SERVICE (DIAL 711)
VOTEINFO.NET

PUBLIC HEARING
FOR THE ESTABLISHMENT OF CFD 2025-S CAMELIA (SERVICES)

Adam Jantz – Finance Manager

January 14th, 2026

BACKGROUND

- 163 single family residential project on approx. 22 acres by KB Home.
- TR Map 37156 is located southeast of a newly established intersection of Washington Avenue and Jefferson Avenue.
- Developer formally requested CFD formation for facilities and public services.
- On October 13, 2025, City Council adopted Resolution Nos. 2025-53, declaring intent to establish the CFD and calling for the public hearing on December 10, 2025
- On December 3, 2025, City Council adopted Resolution No. 2025-67 changing the Public Hearing from December 10, 2025, to January 14, 2026

PURPOSE OF TONIGHT'S PUBLIC HEARING

- Receive public input on:
  - CFD 2025-S (Services)
- Consider formation of the CFD and authorization of special taxes.
- Conduct landowner election
- Consider introduction of ordinances levying special taxes following successful election

PROJECT BOUNDARIES

- Proposed Boundary Map and Potential Annexation Area Map were recorded October 22, 2025
- Notices mailed and published consistent with the Act.

CFD NO. 2025-S (SERVICES)

Purpose: Provide funding for essential public services including both maintenance and public safety

Establishes an initial Tax Zone (Original) for Camelia and a Potential Annexation Area for future developments Citywide.

Special Tax A Services Funded: Landscaping, Streetlighting, Road Maintenance, Drainage, Parks, Graffiti Abatement, Reserves, and Administration.

- Tax Rates: $520 per Single-Family Residential Unit
- Escalation: Greater of CPI or 2%, not to exceed 6% annually beginning FY 2026-27.
- At build-out anticipated levy is $84,760

CFD NO. 2025-S (CAMELIA)

Special Tax B Services Funded: Police, Fire, and Administration.

- Tax Rates: $668 per Single-Family Residential Unit, $410 per Multi-Family Residential Unit
- Escalation: Greater of CPI or 5%, not to exceed 6% annually beginning FY 2026-27.
- At build-out anticipated levy is $180,884

Special Tax C (Contingent) Services Funded: Drainage, Reserves, and Administration.

- Tax Rates: $88 per Single-Family Residential Unit
- Escalation: Greater of CPI or 2%, not to exceed 6% annually beginning FY 2026-27.
- Will only be levied if the POA fails to perform

CFD NO. 2025-S (SERVICES) – ACTIONS REQUIRED TONIGHT

- Adopt Resolution of Formation.
- Call and conduct the landowner election.
- Adopt Resolution Certifying Election Results.
- Introduce Ordinance Authorizing the Levy of Special Taxes.

QUESTIONS / DISCUSSION