

CITY OF WILDOMAR CITY COUNCIL  
AGENDA

**\*\*6:30 P.M.** – REGULAR MEETING

NOTE THE NEW STARTING TIME OF COUNCIL MEETINGS

FEBRUARY 9, 2011  
Council Chambers  
23873 Clinton Keith Road



Marsha Swanson, Mayor  
Ben Benoit, Mayor Pro Tem  
Bob Cashman, Council Member  
Bridgette Moore, Council Member  
Timothy Walker, Council Member

City Manager  
Frank Oviedo

City Attorney  
Julie Hayward Biggs

## **WILDOMAR CITY COUNCIL REGULAR MEETING AGENDA February 9, 2011**

**ORDER OF BUSINESS:** Public sessions of all regular meetings of the City Council begin at **6:30 P.M.** Closed Sessions begin at 6:00 P.M. or such other time as noted.

**REPORTS:** All agenda items and reports are available for review at: Wildomar City Hall, 23873 Clinton Keith Road; Mission Trail Library, 34303 Mission Trail Blvd.; and on the City's website, [www.cityofwildomar.org](http://www.cityofwildomar.org). Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection at City Hall during regular business hours.

**PUBLIC COMMENTS:** Prior to the business portion of the agenda, the City Council will receive public comments regarding any items or matters within the jurisdiction of the governing body. The Mayor will separately call for testimony at the time of each public hearing. If you wish to speak, please complete a "Public Comment Card" available at the Chamber door. The completed form is to be submitted to the City Clerk prior to an individual being heard. Lengthy testimony should be presented to the Council in writing (10 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker.

**ADDITIONS/DELETIONS:** Items of business may be added to the agenda upon a motion adopted by a minimum 2/3 vote finding that there is a need to take immediate action and that the need for action came to the attention of the City subsequent to the agenda being posted. Items may be deleted from the agenda upon request of staff or upon action of the Council.

**CONSENT CALENDAR:** Consent Calendar items will be acted on by one roll call vote unless Council members, staff, or the public request the item be discussed and/or removed from the Consent Calendar for separate action.

**PLEASE TURN ALL CELLULAR DEVICES TO VIBRATE OR OFF FOR THE DURATION OF THE MEETING. YOUR COOPERATION IS APPRECIATED.**

**CALL TO ORDER – 6:30 P.M.**

**ROLL CALL**

**FLAG SALUTE**

**PRESENTATIONS**

Recognition of MDA 2011 Firefighter Ambassador  
Ashley Fox

Recognition of Boy Scouts District Winners  
Stewart Moore – Scoutmaster of the Year  
Makenna Olson – Venture Scout of the Year  
Braeden Dunn – Cub Scout of the Year  
Donald Dean Latham II – Cubmaster of the Year

Presentation from Sycamore Academy

Fire Department Monthly Update

Community Services Monthly Update

Chamber of Commerce Monthly Update

**PUBLIC COMMENTS**

This is the time for citizens to comment on issues not listed on the agenda. Under the provisions of the Brown Act, the City Council is prohibited from discussing or taking action on items not listed on the agenda. Each speaker is asked to fill out a “Public Comments Card” (located on the table by the Chamber door) and give the card to the City Clerk prior to the start of the meeting. Comments are limited to three (3) minutes per speaker. The Council encourages citizens to address them so that questions and/or concerns can be heard.

**APPROVAL OF THE AGENDA AS PRESENTED**

## **1.0 CONSENT CALENDAR**

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

### **1.1 Reading of Ordinances**

**RECOMMENDATION:** Approve the reading by title only of all ordinances.

### **1.2 Minutes – January 8, 2011 Norming Session**

**RECOMMENDATION:** Staff recommends that the City Council approve the Minutes as submitted.

### **1.3 Minutes – January 12, 2011 Regular Meeting**

**RECOMMENDATION:** Staff recommends that the City Council approve the Minutes as submitted.

### **1.4 Warrant Registers and Payroll Register**

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

1. Warrant Register dated January 27, 2011, in the amount of \$126,595.74;
2. Warrant Register dated February 3, 2011, in the amount of \$65,413.57; and
3. Payroll Register dated February 4, 2011, in the amount of \$36,655.90.

### **1.5 Award of an Emergency Management Performance Grant**

**RECOMMENDATION:** Staff recommends that the Council approve the acceptance of an additional \$2,441 in funding for the City's Emergency Management Performance Grant (EMPG) from the Riverside County Fire/OES.

### **1.6 City Opposition to Governor Brown's Proposal to Abolish Redevelopment Agencies in California**

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

RESOLUTION NO. 2011 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, IN OPPOSITION TO THE ADMINISTRATION'S  
PROPOSAL TO ABOLISH REDEVELOPMENT AGENCIES IN  
CALIFORNIA

## **2.0 PUBLIC HEARINGS**

There are no items to be heard.

## **3.0 GENERAL BUSINESS**

### **3.1 Save Our Parks Update**

**RECOMMENDATION:** Staff recommends that the City Council receive and file the report.

### **3.2 National Pollution Discharge Elimination System (NPDES) Urban Runoff Discharge Permit Implementation Agreement for the Santa Ana Region**

**RECOMMENDATION:** Staff recommends that the City Council approve and authorize the City Manager to execute the NPDES Urban Runoff Discharge Permit Implementation Agreement for the Santa Ana Region.

### **3.3 Security for Subdivision Improvement Agreements Ordinance (Continued from 01-12-11)**

**RECOMMENDATION:** Staff recommends that the City Council introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. \_\_\_\_\_  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.60.010,  
16.60.020, AND ADDING A NEW 16.60.030 OF THE WILDOMAR  
MUNICIPAL CODE RELATING TO SECURITY FOR SUBDIVISION  
IMPROVEMENT AGREEMENTS

### **3.4 Bundy Canyon Road Update**

**RECOMMENDATION:** Staff recommends that the City Council receive and file the report.

### **3.5 Clinton Keith Bridge Project Update**

**RECOMMENDATION:** Staff recommends that the City Council receive and file the report.

**CITY MANAGER REPORT**

**CITY ATTORNEY REPORT**

**COUNCIL COMMUNICATIONS**

**FUTURE AGENDA ITEMS**

**ADJOURNMENT**

The regular meeting of February 23 will be adjourned to:

**THURSDAY, FEBRUARY 24 AT 6:30 P.M.**

**2011 City Council Regular Meeting Schedule**

February 23	May 25	August 24	November 23
March 9	June 8	September 14	December 14
March 23	June 22	September 28	December 28
April 13	July 13	October 12	
April 27	July 27	October 26	
May 11	August 10	November 9	

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

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

**POSTING STATEMENT:** On February 4, 2011, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:  
Wildomar City Hall, 23873 Clinton Keith Road  
U.S. Post Office, 21392 Palomar Street  
Mission Trail Library, 34303 Mission Trail Blvd

**CITY OF WILDOMAR  
CITY COUNCIL NORMING & GOAL SETTING SESSION  
JANUARY 8, 2011**

The norming and goal setting session of January 8, 2011, of the Wildomar City Council was called to order by Mayor Swanson at 9:06 a.m.

City Council Roll Call showed the following members in attendance: Mayor Swanson, Mayor Pro Tem Benoit, Council Members Cashman, Moore, and Walker. Members absent: None.

Staff in attendance: City Manager Oviedo, Assistant City Manager Nordquist, City Attorney Biggs, Public Works Director D'Zmura, Planning Director Bassi, Community Services Director Willette, Police Chief Fontneau, Fire Chief Beach, and City Clerk Lee.

- 1) Discussion and possible action regarding the City Council Norms and Accepted Procedural Practices.

The City Council discussed and had consensus regarding the City Council Norms and Accepted Procedural Practices:

**GENERAL**

- Council makes every effort to be courteous, helpful, and patient to keep the City of Wildomar highly regarded for its friendly, open style of governance.
- Council will provide leadership by participating in regional, state, and national programs and meetings that bring value to the City of Wildomar.
- Council may appoint commissions and committees for independent advice.
- Council may, from time to time, consult with individuals or groups that bring value to the decision making process.
- Citizen input and participation is welcomed and encouraged.
- The Council recognizes the importance of, and encourages, participation in ongoing education and training for themselves, staff, and commissions.
- Council Members will inform the City Manager or his/her assistant prior to being out of town or otherwise unavailable for Council duty.

- Council Members acknowledge that they will all receive the same information from the City Staff, City Manager, and City Attorney, to the greatest extent possible, regardless of who makes the request.
- Council Members will each determine what specific commission and meeting packets they want to receive.

**NORM(S) ADDED:**

- In regard to following the agreed upon norms, Council Members agree to talk one to one with the Member they have issues with, in an attempt to resolve the conflict. Should a resolution not be reached, the City Manager will be brought into the discussion.

**NORM(S) AMENDED:**

None

**NORM(S) DELETED:**

None

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**COUNCIL VALUES**

- Council places a high priority on the need for confidentiality regarding items such as legal, personnel, negotiations, and other sensitive matters.
- The Council and City Manager are a participatory team.
- Council values high energy, open mindedness, and is achievement oriented.
- Council Members care for each other and show respect at all times.
- Council Members demonstrate integrity in all their communications.
- Council values a sense of humor.
- Traditions are respected, but not binding.
- Council Members set the tone of every public meeting by their professionalism, respect for all people, respect for their responsibility as elected officials, and by their gracious treatment of each other, Staff, and the public.

- Council values robust discussion during Council meetings to thoroughly explore all sides of an issue.
- Council recognizes that there will be times of strong disagreement among Council Members. Council understands, however, the importance of working together on each item separately, and considering it on its own merits.
- Bullying or rude behavior is never tolerated.

**NORM(S) ADDED:**

None

**NORM(S) AMENDED:**

None

**NORM(S) DELETED:**

None

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**MAYORAL SELECTION**

- The duties and responsibilities of the Mayor, and the Mayor Pro Tempore in the Mayor's absence of inability to fulfill his/her responsibilities, are as follows:
  - The Mayor sets the agenda working with the City Manager, City Attorney, and City Clerk.
  - The Mayor may call a special meeting.
  - The Mayor facilitates the City Council meetings.
  - The Mayor calls on Council Members who wish to be recognized in a fair and balanced manner.
  - It is the Mayor's responsibility to insure a thorough and complete opportunity for discussion of an item has taken place, both with the Council Members and the public.
  - It is the Mayor's responsibility to insure meetings are run in an orderly, business-like manner. In the event of disruptive, unruly

attendees, the Mayor shall make the determination to call for a break to let things settle down. If the Mayor determines the situation is still unworkable, he/she may call for another break, request law enforcement, or cancel the meeting altogether.

- The Mayor shall sign forms and documents as required by law.
- The Mayor shall attend, or designate another Council Member to be present, at all meetings, dedications, speaking engagements, and functions normally attended by the Mayor.

**NORM(S) ADDED:**

None

**NORM(S) AMENDED:**

- The Mayor shall typically only represent the official position of the City Council, if a position has been taken, to the public, the media, and other government agencies.
- The Mayor and all Council Members refrain from making individual public comments that do not fairly or accurately represent the official position of the majority of the Council, if an official position has been taken.

**NORM(S) DELETED:**

- The Mayor and Mayor Pro Tempore shall be selected by a majority vote of the City Council and the term of office for the Mayor and Mayor Pro Tempore shall be one calendar year, January 1 – December 31.

This is being deleted because this is law, not a norm.

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**COUNCIL INTERACTION AND COMMUNICATION WITH EACH OTHER**

- Individuals are responsible to initiate resolution of problems as soon as possible and not let them fester.
- City Council will not direct unpleasant, hurtful remarks at each other during public meetings, in the press, or any other place/time.

- Relationships can be informal and casual but never unprofessional. During Council meetings, every action of individual Council Members reflects on the entire Council.
- Council Members are flexible and considerate in covering for each other's schedule.
- Council Members should discuss issues/concerns they have with agenda items as soon as possible. Ask in a public forum only after discussing with the City Manager.

**NORM(S) ADDED:**

- The City Clerk will keep a Master Calendar of events that the City Council has been invited to attend. The City Council will RSVP through the City Clerk to ensure that the City of Wildomar will be represented. 48 hours prior to the event, if no Council Member has made an RSVP, the City Clerk shall notify the Council in order to ensure a City presence at the event.

**NORM(S) AMENDED:**

None

**NORM(S) DELETED:**

None

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**COUNCIL TRAVEL & TRAINING**

- Council Members are encouraged to stay current with relevant topics, lobbying efforts supported by the City, and network with other elected officials. Travel requests should be presented to the City Manager and must meet the following criteria:
  - Purpose of the trip or seminar or lobbying is relevant and timely to City business.
  - The City Council has deemed the purpose of the activity relevant and appropriate.
  - City Council has not objected to the activity or the individual going.

**NORM(S) ADDED:**

- Only expenses for Council Members are subject to reimbursement in accord with City policy. Itemized receipts are required.
- Council Member will be responsible for reimbursing the City if they do not attend a prepaid conference or event unless it is an emergency, or the City can fill in with another City person.

**NORM(S) AMENDED:**

- Adequate funding has been budgeted for the purpose, *or individual Council Members have agreed to cover the cost without reimbursement.*

**NORM(S) DELETED:**

- Honor System for all Council expenses and reimbursements, expenses related to entertainment and alcohol - Entertainment to be paid for by the Council Member, no consensus on reimbursement for alcohol/adult beverages, subject possibly to return to Council at another norming session.

This was reworded (see first item under “norm(s) added”), and no consensus regarding alcohol.

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**CITY COUNCIL AGENDA**

- City Manager to notify Council Members if a known potential controversial item is placed on the agenda and Council to notify City Manager if they are aware of controversy.
- Information such as letters, petitions, etc., submitted after the published agenda has been distributed, should be emailed to the City Council/Planning Commission as soon as possible. A paper copy should also be presented to the City Council/Planning Commission the night of the meeting.

**NORM(S) ADDED:**

- No less than two Council Members can pull items up to the City Council. If this process is not working, then it will be discussed and possible changes made.

This was originally under “Planning Commission”.

**NORM(S) AMENDED:**

- Items may be placed on the agenda in the following ways:
  - By the Mayor
  - By two or more Council Members
  - By consensus of the Council during a Council meeting
  - By the City Manager if ~~the item is deemed non-controversial, ministerial, or is~~ or City Attorney as required.
- Pulling a Consent Calendar item for discussion versus pulling the item for a separate vote – Inform the Mayor you will be pulling the item ahead of time if possible; Get your questions answered ahead of time; “Big ticket” and legal items should not be on the consent calendar.
- It is appropriate to ~~meet~~ communicate with potential developers so long as it is disclosed at the meeting ~~they will have~~ at which their project will be heard.

**NORM(S) DELETED:**

None

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**COUNCIL SUBCOMMITTEES**

- Council recognizes that every committee formed by legislative action shall be deemed either a “standing” committee, (one that stays in place for one year or more); or an ad-hoc committee (usually less than one year in existence and always disbands when their work has been accomplished).
- Committees are a resource for the entire Council and not just for those members assigned to them.
- Committee reports should be regular and thorough so that the entire Council stays informed.
- It is not the Committee’s responsibility to make final decisions unless specifically authorized to do so by the Council.
- Committees may only expand or change the scope, memberships, or direction authorized by the City Council with the permission of the City Council.

- Council gives clear and focused information to every committee formed.

**NORM(S) ADDED:**

- The City Council will reappoint regional representatives to the regional committees, commissions, and boards when the appointed Council Member misses two meetings without notifying the alternate.

**NORM(S) AMENDED:**

None

**NORM(S) DELETED:**

- Council shall establish a Planning Commission as soon as possible.  
Selection of Planning Commission Members:
  - The Planning Commission shall be comprised of five members appointed by the City Council.
  - Council shall advertise openings on the Planning Commission and circulate applications received to all Council Members.
  - Council Members shall review all applications and may conduct such interviews as each Council Member deems appropriate.
  - Each Council Member shall nominate a candidate for Planning Commission and the Council shall ratify the appointment of each nominee in a ministerial manner by a vote of the Council.
  - Members of the Planning Commission must live within the City limits.
  - The term of each Planning Commissioner shall be co-terminus with the term of the Council Member who makes the appointment.
  - Members of the Planning Commission serve at the pleasure of the City Council and may be removed at any time by a majority vote of the Council.

This is being deleted because this is law, not a norm.

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## **COUNCIL INTERACTION AND COMMUNICATION WITH STAFF**

### **CITY MANAGER**

- Council will provide clear annual goals and direction to the City Manager.
- Council Members should always feel free to contact the City Manager.
- The City Manager is always discreet and confidential with Council communications.
- If a Council Member is unhappy about a department, he/she should always talk it over with the City Manager and not the Department Head.
- Concerns about any staff member should always be brought to the City Manager only.
- Council Members do not discuss personnel concerns with staff members.
- The Council will provide the City Manager with a professional annual evaluation.
- City Council to insure clarity of policy direction for the City Manager and staff.
- The City Council to distinguish the urgent from the important when scheduling the City Manager's assignments.
- The difference between providing direction to the City Manager and "micro managing". Relate what you want, but not how to do it.
- Council Members are to discuss issues they have with the City Manager as soon as practicable.

### **DEPARTMENT HEADS**

- Council can talk with Department Heads if asking for information, assistance, or follow-up. Council will avoid directing Staff to perform assignments.
- Council will be informed of unusual events that they may be questioned on by the media or residents.

- Individual Council Members will let the City Manager know how much detail they prefer to be informed about.
- Neither the City Council nor Staff will ever intentionally blind-side each other in public.

#### **CITY ATTORNEY**

- The City Attorney shall partner with the City Council and City Manager in a collegial way.
- City Attorney regularly consults with the Council on items of concern on upcoming agenda items and other issues of importance on a regular and timely basis.
- City Attorney will track Commission's actions and inform the Council as appropriate.
- City Attorney makes every effort to help Council avoid potential violations and conflicts.

#### **NORM(S) ADDED:**

- The City Manager to inform the City Council of projects that ~~could have concerns ahead of the hearing for a possible~~ would benefit from a joint session/workshop (cursory review) with the Planning Commission.

This is under "City Manager" and was originally under "Planning Commission".

#### **NORM(S) AMENDED:**

None

#### **NORM(S) DELETED:**

None

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#### **COUNCIL OPTIONS FOR KEEPING INFORMED**

- Council Members may choose to read Commission Minutes.
- Read documents on planning related items.

- Council Members read and understand their packets. When they don't understand an item, they feel free to ask.
- Council Members always feel free to ask Staff Members to explain items.

**NORM(S) ADDED:**

None

**NORM(S) AMENDED:**

- City Manager will regularly discuss future agenda topics with Council Members to assure that the Council is fully informed on upcoming matters.

**NORM(S) DELETED:**

None

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**PLANNING COMMISSION**

- Problem solving with Commissions will be done as much as possible with Chairs and Vice Chairs.
- Commission Chairs are regularly invited to provide feedback to Council.
- In order to be appointed to a commission, the commissioner must:
  - Understand the Council vision
  - Have regular attendance
  - Participate
  - Prepare themselves well for every meeting
  - Support the interests of the community and never their own personal interests
  - Show the same kind of support for the public and staff that the Council does
  - Have no inherent conflicts of interest
  - Team player
  - Have excellent community and problem solving skills
  - Have the highest integrity
- A Commissioner may continue his/her appointment after their Council Member has left office only if the new Council Member reappoints them.

- Should a Planning Commissioner have an issue or concern, they will go through the chain of command:
  - 1) The Planning Commissioner's appointing Council Member
  - 2) The Planning Director
  - 3) The City Manager
  - 4) The City Attorney
- The Planning Commissioners will not deviate from going through the chain of command for their issues and concerns. However, after going through the Chain of Command, and the issue or concern is still unresolved, the Planning Commissioner can speak at a City Council meeting during public comments, without fear of retribution.
- New Planning Commissioners should receive basic education on CEQA and planning laws as soon as possible (depending on how long it has been, possibly a brush up course with all members).

**NORM(S) ADDED:**

None

**NORM(S) AMENDED:**

- The City Council Members may attend Planning Commission meetings, but not be physically in the room. Presence at such meetings must be disclosed at the meeting where the project is considered at the City Council. It is permissible to have discussion with members of all Commissions, Committees and Boards.
- More education sessions for the Planning Commission as the budget warrants.
- Joint sessions with the City Council and Planning Commission on a quarterly semi-annual basis.
- EIR, environmental issues and risk management ~~are to~~ may be discussed in the joint session/workshops. ~~early on in the process.~~
- The Planning Commission serves at the pleasure of the City Council. It is the desire and belief that this the appointment(s) would not be used in a political way. ~~Should the removal of a Planning Commissioner be necessary, it would be based on specific facts that show the appointment has not been a good fit for the betterment of the Community.~~

- Each individual City Council Member is to ~~manage~~ oversee their appointee. When a Council Member has been presented with a possible inappropriate behavior issue of their appointee, even if it comes from another Council Member, the Council Member is to address the issue with their appointee, based on facts and not hearsay.
- Each individual City Council Member takes responsibility of their appointees. These appointees fundamentally represent the Council Member that appoints them and represents the City as a whole. The City Council makes a commitment to the public, and to each other, that they will police themselves when it comes to their appointments based on accurate and timely information and whether they are following established norms. If they need to, they will take all steps necessary to remove their appointee(s).

**NORM(S) DELETED:**

- Commissioners are appointed for four-year terms and serve exclusively at the pleasure of their appointing Council Member. Any three Council Members may remove another Council Member's Commissioner.

This is being deleted because this is law, not a norm.

- It was the consensus of the City Council and the Planning Commission to hold the joint sessions on a quarterly basis and will be limited to two hours.
- Information such as letters, petitions, etc., submitted after the published agenda has been distributed, should be emailed to the City Council/Planning Commission as soon as possible. A paper copy should also be presented to the City Council/Planning Commission the night of the meeting.

These have already been addressed elsewhere.

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At 11:35 a.m. the City Council recessed.  
At 11:47 a.m. the City Council reconvened with all Council Members present.

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**OPERATIONAL NORMS FOR COUNCIL MEETINGS**

- City Council meetings are well defined procedurally, consistent, and fair.

- Speaker slips may be turned in until notice is given that the last speaker slip is being called prior to Council deliberation.
- Speaker slips that are turned in after notice of closure will not re-open public comment on the matter.
- The time allotted each speaker in a normal meeting is 3 minutes.
- Speaker time allotted during very busy meetings may be limited by the Mayor to 2 minutes per speaker. The Mayor may, unless a majority of the Council objects, also impose an overall time limit for public comment on the topic if it appears that there are more speakers than can be accommodated in the time available for the City Council to reasonably conduct its business.
- The Council does not respond to comments from the public, but may refer questions to Staff.
- The Council allows the Mayor flexibility to run the meeting within the guidelines that have been adopted by the Council in a timely, efficient, inclusive, and courteous manner.
- If a Council Member requests a change procedurally during a meeting, three Council Members must concur for the change to be implemented.
- Voluntary “time donations” are permitted with the following conditions:
  - A maximum of 6 minutes may be donated to a single speaker by no more than 2 people.
  - Each person donating speaker time must complete a speaker slip indicating they are donating their time.
  - Each person donating speaker time must be present in the Chambers at the time the speaker is called. If they are not present, the donated time cannot be used.

**NORM(S) ADDED:**

None

**NORM(S) AMENDED:**

None

**NORM(S) DELETED:**

- City Hall address shall be 23873 Clinton Keith Road for the time period of 5 years.
- Regular Council meetings shall be held at 7:00 p.m. on the second and fourth Wednesday of each month.
- Posting Agendas shall be as follows:
  - United States Post Office, 21392 Palomar Street
  - City Hall, 23873 Clinton Keith Road
  - Mission Trail Library, 34303 Mission Trail Blvd.
  - Newspaper
  - City website

These are being deleted because they are laws, not norms.

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**ECONOMIC DEVELOPMENT**

- Fee Waivers - Staff to look at other cities guidelines, City Manager will have no authority to grant waivers; Requests for fee waivers must go to the City Council and pass legal review. For joint City programs, consider sponsorship.
- Expectations for economic development - To be brought back to Council at a full day workshop with General Plan discussion.
- Business friendly means: Willing to listen; Support the Chamber of Commerce; Shop Wildomar; Clear rules and procedures; Friendly; Fair and balanced; Cost efficient; Not adding to the cost; Not lowering the bar.
- Generally speaking, Community Facility Districts (CFDs) are a tool to consider.

**NORM(S) ADDED:**

None

**NORM(S) AMENDED:**

None

**NORM(S) DELETED:**

None

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**PLANNING ISSUES**

- Keep the Receive and File requirement as is.
- The Planning Application Approval Authority Matrix to remain as is.
- The City Council and Planning Commission jointly agree that design guidelines and design standards are to be a higher priority than they currently are. Therefore, it is time to start the process to develop design guidelines. Staff is to bring this forward and is to work in conjunction with the Planning Commission and the public to develop these guidelines.
- Keep the pre-application process as it currently is.
- Changes to projects will be handled on a case-by-case basis, and not receive an automatic continuance.

**NORM(S) ADDED:**

None

**NORM(S) AMENDED:**

None

**NORM(S) DELETED:**

- For those projects that were inherited from the County, the Planning Commission and City Council will hear those on a case-by-case basis, after Staff review, and not receive an automatic approval or denial.

There are no more projects remaining.

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**INTERNET AND SOCIAL MEDIA**

- Web site access and links - Allow public agencies to have links, allow listings and contact information but disable link function for private non-

profit organizations, churches, schools with no email addresses. No selling of advertising on site. City sponsored events can go on site.

**NORM(S) ADDED:**

- *The City Council recognizes the value of social media and would like to use it as a resource.*

**NORM(S) AMENDED:**

None

**NORM(S) DELETED:**

None

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### **COUNCIL RECOGNITION**

- Proclamations, Recognitions, and letters of appreciation shall be as follows:
- Proclamation – Highest form of recognition
  - To acknowledge events (Victims Rights Week, Red Ribbon Week, etc.)
  - Signed by all Council Members
  - Eagle Scouts/Girl Scouts Gold Award
  - Recognition of years of service (Employees, Board/Commissioners, etc.)
  - Acts of heroism
- Certificate
  - Show appreciation
  - Show achievement
  - Show recognition of people, event
  - Show participation in a special event
  - Regional events (car show participants, Student of the Month, etc.)
- Letter or Note
  - Congratulations, illness, birthday, anniversary, recuperation, death
- Signature stamps will be kept by the City Clerk and, with the Council Members consent, are used when the Council Member is unavailable for signature.

**NORM(S) ADDED:**

None

**NORM(S) AMENDED:**

None

**NORM(S) DELETED:**

None

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**ISSUES FROM PAST NORMING SESSION THAT ARE UNRESOLVED**

It was the consensus of the City Council that due to the lateness, and the goals are still to be discussed, that these items are to be continued to the next scheduled norming session.

**MARCH 18, 2009 SESSION**

\*Charitable, local & non-profit contributions and participation

Will be discussed during the budget process; there will be a line item in the annual budget for contributions. The moratorium will remain in place until after the budget process at which time the topic will be discussed again.

\*Continuing County services and expectations

Staff to continue analyzing, return to Council with recommendations and cost comparisons, formed an ad hoc committee of Mayor Farnam and Council Member Swanson and City Attorney to prepare list of County property within City limits.

\*Road maintenance expectations

Staff to continue identifying and inventorying all roads. Based on triage approach, determine what the residents want, cost, risk, and priority. City Engineer to keep Council updated on progress.

\*General Plan expectations

Subject to be brought back to Council at a full day workshop.

## **OCTOBER 15, 2009 SESSION**

It was the consensus of the City Council for Staff to survey other cities regarding how many Council Members is required in order to appeal a Planning Commission decision; Whether the Council Members are charged a fee for the appeal; What is the fee charged for anyone to appeal a Planning Commission decision.

## **DECEMBER 17, 2009 SESSION WITH THE PLANNING COMMISSION**

\*Are there any items that would be heard by the Planning Commission that are deemed so critical that the City Council would prefer to handle them?

\*Why did the City Council retain the "Receive and File" procedure?

\*Adhering to accepted Norming rules of behavior.

### **PLANNING DEPARTMENT DISCUSSION TOPICS**

\*Defining a business friendly planning process.

\*What will the City of Wildomar look like in the future?

\*What are the qualities of the community that are most important to preserve?

\*Interim development projects: acceptable vs. discouraged.

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At this time it was the consensus of the City Council to take public comments.

## **PUBLIC COMMENTS**

James Filanc, resident, stated the City needs to do its own General Plan. It is time for the City to set its own vision of the community. He talked about the traffic issues on Clinton Keith and soon, the traffic issues that will be coming to Baxter. He didn't realize how expensive it is, but it is time to establish it as a goal. This is where he will retire, so this is his home.

Sheryl Ade, resident, stated on some of the items in the norming there is not a lot of clarification or definition. Page 5, third bullet point under Council interaction, it is really undefined. On page 7, big ticket is undefined. On page 14, where it says the Council cannot respond to public comments, that's only on non-

agendized items only. Also, there are no norming procedures regarding social media, such as Facebook.

John Medici, resident, stated when he moved here there was supposed to be a park at Porras and La Estrella which has never happened. The kids have no place to go but the Mall. He would like to see somewhere for the kids to go.

At 12:13 p.m. the City Council recessed.

At 12:20 p.m. the City Council reconvened with all Council Members present.

2) Discussion and possible action regarding priorities and goal setting.

## **GOALS**

### **A GOALS**

Parks  
Bundy Canyon Road  
Economic Development  
RDA

### **B GOALS**

General Plan (B+)  
-Public Input  
-Incremental Changes  
RR Zones  
Private Roads  
Emphasis on Police Programs and Relationships  
Neighborhood Watch, Grants, Information packets, Brochures  
Enhance Emergency Preparedness through funding an administrative plan  
Lighting Ordinance (B-)

### **C GOALS**

Healthcare  
AMR/Fire  
RDA Fire Station  
Fire  
Information Flow  
Red Tag Notification  
Review Notification Changes

**PUBLIC COMMENTS**

Gary Andre, resident, stated since the park issue that took away the park funding, the community has come together and raised monies, and has worked together as a family. The people have shown to the City Council that we all need to work together, this is our community. Also, there are lawsuits regarding Facebook issues with people who agree with other statements. The City needs to ensure that the account is used in a positive way and are careful.

**ADJOURNMENT**

There being no further business Mayor Swanson declared the meeting adjourned at 2:05 p.m.

Respectfully submitted,

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Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR  
CITY COUNCIL REGULAR COUNCIL MEETING MINUTES  
JANUARY 12, 2010**

**CALL TO ORDER – REGULAR SESSION – 7:00 p.m.**

The regular meeting of January 12, 2011, of the Wildomar City Council was called to order by Mayor Swanson at 7:00 p.m.

City Council Roll Call showed the following Members in attendance: Mayor Swanson, Mayor Pro Tem Benoit, Council Members Cashman, Moore, and Walker. Members absent: None.

Staff in attendance: City Manager Oviedo, Assistant City Manager Nordquist, City Attorney Biggs, Public Works Director D’Zmura, Planning Director Bassi, Community Services Director Willette, Police Chief Fontneau, Fire Chief Beach, and City Clerk Lee.

A moment of silence was observed for the victims of the Tucson tragedy and the flag salute was led by Mayor Pro Tem Benoit.

**PRESENTATIONS**

Mayor Swanson presented a plaque to former Council Member Moore for her tenure as Mayor in 2010. She also presented the perpetual Mayor Plaque that is in the Council Chambers which has her name added to it.

Mayor Swanson presented a plaque to Mayor Pro Tem Benoit for his tenure on the Planning Commission. The presentation to former Commissioner Gary Andre will be presented at the next meeting as he could not be present tonight.

Mayor Swanson presented certificates to the annual Holiday Lights Winners: Traditional – Grandmaison Family; Best Block – Robb Mortimer; and Clark Griswold – Michael Donovan.

Fire Chief Beach presented the Fire Department monthly update.

Community Services Director Willette presented the monthly update.

Henry Silvestre presented the Chamber monthly update.

## **PUBLIC COMMENTS**

Mark Dennis, LEUSD, stated he is asking that the City participate in the 2011 Strategic Plan Task Force. He wants to ensure that community leaders and parents are part of the group. Also, they were just notified that the Elsinore High School football team, that just won the CIF title, has the highest GPA in the entire County.

John Garrett, resident, stated he wanted the new Council Members to put a face to the name as he has been corresponding with them. He also thanked Council Member Moore for her support of his astronomy programs in the City.

Mayor Moore announced that she would like to thank her daughter who is celebrating her birthday by being at the Council meeting.

## **APPROVAL OF THE AGENDA AS PRESENTED**

City Attorney Biggs stated there is an item that arose earlier in the day that needs to be added to the City Council's agenda. This item came up after the posting of the agenda and there are Court dates approaching that will take place before the next meeting. It is a matter pursuant to Government Code Section 54956.9(b) which is pending litigation, Protect Our Wildomar vs. the City of Wildomar. This closed session item will be taken after the regular agenda.

A MOTION was made by Mayor Pro Tem Benoit, seconded by Council Member Moore, to add the closed session item to the agenda.

MOTION carried, 5-0.

A MOTION was made by Mayor Pro Tem Benoit, seconded by Council Member Moore, to approve the agenda as amended.

MOTION carried, 5-0.

## **1.0 CONSENT CALENDAR**

Council Member Cashman requested that item #1.5 and item #1.6 be pulled from the Consent Calendar for a separate vote.

A MOTION was made by Council Member Moore, seconded by Mayor Pro Tem Benoit, to approve the Consent Calendar, with the exception of item #1.5 and item #1.6, as presented.

MOTION carried, 5-0.

**1.1 Reading of Ordinances**

Approved the reading by title only of all ordinances.

**1.2 Minutes – December 8, 2010 Regular Meeting**

Approved the Minutes as submitted.

**1.3 Minutes – December 22, 2010 Regular Meeting**

Approved the Minutes as submitted.

**1.4 Warrant and Payroll Registers**

Approved the following:

1. Warrant Register dated December 23, 2010 in the amount of \$162,796.62;
2. Warrant Register dated December 30, 2010 in the amount of \$299,801.64;
3. Warrant Register dated January 6, 2011 in the amount of \$184,373.37; and
4. Payroll Register dated January 6, 2011 in the amount of \$38,181.11.

**1.7 Riverside Transit Agency Letter of Support**

Authorized Staff to prepare a letter of support for the Mayor's signature regarding Riverside Transit Agency's appropriations requests to be sent to the Chair and Ranking Member of the Congressional House of Representatives Appropriations Committee.

**ITEMS REMOVED FROM THE CONSENT CALENDAR**

**1.5 Time Extension for Plot Plan 08-0165 (Tres Lagos Senior Housing)**

Council Member Cashman stated he is in favor of this project. This was approved recently and is beneficial to the City's housing element.

SPEAKERS:

Veronica Langworthy, resident, stated this project is being funded by redevelopment monies and she is concerned about public funds being used for this project. They have allocated \$9 million for this and she would like to see this project done in a timely manner. The land was originally purchased with a redevelopment loan which was later converted

to a grant. She has concerns that there is a sign on the property stating that part of the acreage is for sale. This will cut into how much property they can use for senior housing. She wants to be sure that the Council is aware of this.

Planning Director Bassi stated he has talked with the applicant about the project and he is present tonight. They have every intention of moving forward with the project and are not selling any portion of the site.

Council Member Walker inquired if the Council can ask the applicant questions about this.

City Attorney Biggs stated the Council is discussing the time extension and can inquire about any issues that concern the extension, such as their intentions to move or not.

Jeff Tartaglino, Palm Desert Development, owners of the property, stated this is the first he is hearing of a sign on the property as the property is not for sale. The property was bought with a grant from EDA. They are trying to expedite the project as fast as they can because of the amount of money they have in the project. They received the funding prior to the City's incorporation, and since incorporation the law does not allow for the County to fund a project within the City. They have been working on getting the law changed during the last two years, and they were successful. They are now working with the County at looking at a bond sale, which is 12 – 24 months out at this point that is why they are asking for a two year extension. He will go to the site to see if the sign is on the property, however the property is fenced off so he feels the sign is on another property.

Council Member Walker inquired if they have done any other projects in the area.

Mr. Tartaglino answered yes, they have done numerous projects in Palm Desert, Thousand Palms, Moreno Valley, San Jacinto, Hesperia, Riverside, and Meniffee. They also have projects approved in Long Beach and Fontana.

Mayor Pro Tem Benoit inquired if the \$6 million in RDA money is an ink deal yet.

Mr. Tartaglino answered no it is not done yet.

Mayor Pro Tem Benoit asked if they are worried about that in light of what Governor Brown is proposing in doing away with RDAs.

Mr. Tartaglino answered no as the funds are for low income and can't be touched.

City Manager Oviedo stated the City Council did adopt a Resolution in support of the legislation that changed the law that Mr. Tartaglino spoke of.

A MOTION was made by Council Member Moore, seconded by Mayor Pro Tem Benoit, to adopt a Resolution entitled:

RESOLUTION NO. 2011 - 01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A TWO-YEAR TIME EXTENSION FOR PLOT PLAN NO. 08-0165 FOR THE DEVELOPMENT OF AN APPROVED 209-UNIT SENIOR HOUSING PROJECT LOCATED AT THE SOUTHEAST CORNER OF CATT ROAD AND ARNETT ROAD (APN 380-100-008, 009, 010, 011 & 012)

MOTION carried, 5-0.

**1.6 Time Extension for Plot Plan 08-0097 (Jana Lane Self Storage)**

Council Member Cashman stated he had opposed this project when it came to the City. However, he feels that the extension is reasonable.

A MOTION was made by Council Member Moore, seconded by Council Member Walker, to adopt a Resolution entitled:

RESOLUTION NO. 2011 - 02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A TWO-YEAR TIME EXTENSION FOR PLOT PLAN NO. 08-0097 FOR THE DEVELOPMENT OF AN APPROVED 99,208 SQUARE-FOOT (90-UNIT) RV/SELF STORAGE FACILITY LOCATED WEST OF JANA LANE APPROXIMATELY 650 FEET SOUTH OF CLINTON KEITH ROAD (APN 380-290-003)

MOTION carried, 5-0.

## **2.0 PUBLIC HEARINGS**

### **2.1 Vehicle Impound Administrative Fee (Cont. from 12-22-10)**

City Clerk Lee introduced the item.

Mayor Swanson opened the public hearing.

Assistant City Manager Nordquist presented the staff report.

There being no speakers, Mayor Swanson closed the public hearing.

Council Member Cashman thanked Staff for handling the numerous questions he had on this item, and the Police Staff for getting him the answers. He is satisfied with the answers and feels they deserve recognition for this.

A MOTION was made by Council Member Moore, seconded by Mayor Pro Tem Benoit, to introduce an Ordinance entitled:

ORDINANCE NO. 59  
AN ORDINANCE OF THE CITY OF WILDOMAR, CALIFORNIA, ADDING  
CHAPTER 12.56 TO TITLE 12 ("VEHICLES AND TRAFFIC") OF THE  
WILDOMAR MUNICIPAL CODE, ESTABLISHING A VEHICLE IMPOUND  
ADMINISTRATIVE FEE

MOTION carried, 5-0.

## **3.0 GENERAL BUSINESS**

### **3.1 Save Our Parks Update**

City Clerk Lee introduced the item.

Assistant City Manager Nordquist presented the staff report stating their last meeting was the previous night. They are putting the information together to bring to the Council regarding the Community Facilities District. He reviewed the fund raising efforts to date which now total \$11,695.69.

John Lloyd, Chairman of Save Our Parks, stated there is a Bingo event on January 23 at the Elks Lodge. He also explained why the committee took the senior exemption for the assessment from 55 to 62.

**3.2 Update on Transportation Uniform Mitigation Fee (TUMF) Temporary Reduction**

City Clerk Lee introduced the item.

Public Works Director D’Zmura presented the staff report. He stated that when they came to the City Council one year ago, the Council voted to not reduce TUMF fees 50%. By doing that the Council protected the Clinton Keith Overpass project. Some of the other cities which chose to reduce the fee are now looking at how they are going to fund projects that now need to be done.

**3.3 An Ordinance Amending Sections 16.60.010, 16.60.020, and Adding New Section 16.60.030 of the Wildomar Municipal Code Relating to Subdivisions**

City Clerk Lee introduced the item.

Public Works Director D’Zmura stated that Staff would like to have this item continued in order to bring back additional information to support questions that were brought up after the posting of the agenda.

A MOTION was made by Council Member Moore, seconded by Mayor Pro Tem Benoit, to continue this item to January 25, 2011, at 7:00 p.m.

**SPEAKERS**

Phillip Jones, representing Commercial Bank of California, stated they are the owner of project in the City. He is in support of the proposed Ordinance as it will aid developers in the area due to the current economic climate.

MOTION carried, 5-0.

**CITY MANAGER REPORT**

City Manager Oviedo stated due to the timeline for the parks assessment election on June 7, the City Council will need to move the next regular meeting from Wednesday, January 26, to Tuesday, January 25. Does the Council wish to take the items they would hear on the 26th and move them to the 25th, or does the Council only want to take the assessment issues on the 25th and still have the regular meeting on the 26th.

It was the consensus of the City Council to move the regular meeting agenda from January 26, to January 25, and cancel the regular meeting on January 26.

City Manager Oviedo stated there is an issue with item #3.3 being continued to a special meeting rather than a regular meeting. He asked if moving that item to February 9 would be a problem.

Public Works Director D'Zmura answered no.

City Attorney Biggs stated a Council Member would need to make a motion for reconsideration of the item.

A MOTION was made by Council Member Moore, seconded by Mayor Pro Tem Benoit, to reconsider item #3.3.

MOTION carried, 5-0.

### **RECONSIDERED ITEM(S)**

#### **3.3 An Ordinance Amending Sections 16.60.010, 16.60.020, and Adding New Section 16.60.030 of the Wildomar Municipal Code Relating to Subdivisions**

A MOTION was made by Council Member Moore, seconded by Mayor Pro Tem Benoit, to continue this item to February 9, 2011, at 7:00 p.m.

MOTION carried, 5-0.

### **CITY MANAGER REPORT (Continued)**

City Manager Oviedo stated he will be out of the office next week with Mayor Pro Tem Benoit and Council Member Walker. They will be in Sacramento at the League of California Cities training for new Mayors and Council Members. Also, City Hall will be closed Monday, January 17 in observance of Martin Luther King Day.

### **CITY ATTORNEY REPORT**

There was nothing to report.

## **COUNCIL COMMUNICATIONS**

Council Member Walker thanked the developers for coming and answering questions regarding the various items on the agenda. He also attended his first League dinner which was very informative.

Council Member Moore stated she is glad that Mayor Pro Tem Benoit and Council Member Walker will be attending the new Council Member training as it is invaluable. She reminded everyone of: Bingo event for parks on January 23; Rotary Bowling and Poker event on February 5 for parks; April 16 is the annual Eggstravaganza at Marna O'Brien Park; and April 30 is the annual Rotary Bicycle Safety Event.

Mayor Pro Tem Benoit stated he attended the Regional Conservation Authority meeting. They are considering buying property in their jurisdiction which are in arrears on taxes. None of the properties are in Wildomar. He attended RCTC where they talked about how we may lose the Measure A tax dollars which are paid through gas taxes. They are watching this legislation as we may not have Measure A taxes this November. WRCOG is moving ahead with Ab811 funding for residential and commercial to make your building "green" with solar energy and upgrading air conditioners.

Mayor Swanson stated her first duty as Mayor was a ground breaking at Anne Sullivan School. She also attended the League dinner and also the Mayor's meeting ahead of that event.

## **FUTURE AGENDA ITEMS**

Dirt Roads and services for them (Cashman)  
Founder's Day Proclamation (Moore)  
Elsinore High School Football Team – CIF Winners (Swanson)

## **ADDED ITEM(S)**

At 8:17 p.m. the City Council went into closed session, with all Council Members present, to meet with legal Counsel pursuant to Government Code Section 54956.9(b) pending litigation, Protect Our Wildomar vs. the City of Wildomar.

At 8:41 p.m. the City Council reconvened into open session, with all Council Members present, making no announcements.

**ADJOURNMENT**

There being no further business, Mayor Swanson declared the meeting adjourned at 8:41 p.m.

Respectfully submitted,

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Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item #1.4**  
**CONSENT CALENDAR**  
**Meeting Date: February 9, 2011**

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**TO:** Mayor and City Council Members

**FROM:** Gary Nordquist, Assistant City Manager

**SUBJECT:** Warrant Registers dated January 27, and February 3, 2011, and Payroll Register dated February 4, 2011

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the following:

1. Warrant Register dated January 27, 2011, in the amount of \$126,595.74;
2. Warrant Register dated February 3, 2011, in the amount of \$65,413.57; and
3. Payroll Register dated February 4, 2011, in the amount of \$36,655.90.

**BACKGROUND:**

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 IMPACTS:**

These Warrant and Payroll Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2010-11 Budget.

Submitted by:

Approved by:

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Gary Nordquist  
Assistant City Manager

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Frank Oviedo  
City Manager

vchl1st  
01/27/2011 11:48:15AM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200253	1/27/2011	000031 AFLAC, REMITTANCE PROCESSING, CE	607897		MEDICAL BENEFITS FEBRUARY 20	475.45
					Total :	475.45
200254	1/27/2011	000033 AMERICAN FORENSIC NURSES	69389		BLOOD DRAW/SUSPECT KIT	236.08
					Total :	236.08
200255	1/27/2011	000007 ANIMAL FRIENDS OF THE VALLEY,, INC. DEC10 JAN10			ANIMAL CONTROL SRVCS DEC 2010 SHELTERING SRVCS DEC 2010	5,600.00 8,055.00
					Total :	13,655.00
200256	1/27/2011	000080 BURKE, WILLIAMS AND SORENSON,, LL	142924		LEGAL FEES DEC 2010	55,128.14
					Total :	55,128.14
200257	1/27/2011	000047 COUNTY OF RIVERSIDE, SHERIFF'S DEPT	SH0000015885		RIVERSIDE CAL-ID 2010-11 AGENC	26,936.00
					Total :	26,936.00
200258	1/27/2011	000002 CRYSTAL CLEAN MAINTENANCE	203		JANITORIAL SRVCS- CITY HALL FE	698.00
					Total :	698.00
200259	1/27/2011	000058 DEPARTMENT OF JUSTICE	631075		RC SHERIFF BLOOD ALCOHOL AN/	70.00
					Total :	70.00
200260	1/27/2011	000076 EDC OF SOUTHWEST CALIFORNIA	012711-41		QUARTERLY MEETING	80.00
					Total :	80.00
200261	1/27/2011	000022 EDISON	11811		ELECTRICAL SRVCS 11/16/10-1/12/	4,493.88
					Total :	4,493.88
200262	1/27/2011	000060 FEDEX	7-368-48804		OVERNIGHT SHIPPING-FINANCE D	23.71
					Total :	23.71
200263	1/27/2011	000219 WESTERN FIRE CO., INC.	44271		ANNUAL FIRE EXTINGUISHER SER	62.50
					Total :	62.50
200264	1/27/2011	000131 WESTERN RIVERSIDE COUNTY, REGIONAL	12711		MSHCP MITIGATION FEE SEPT & O	15,504.00
					Total :	15,504.00

Page: 1

vchllst  
01/27/2011 11:48:15AM

Voucher List  
City of Wildomar

Page: 2

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200265	1/27/2011	000139 WILDOMAR CHAMBER OF COMMERCE	1078		2011-2012 MEMBERSHIP	360.00
					Total :	360.00
200286	1/27/2011	000055 WRCOG	12711		TUMF FEE SEPT-OCT 2010	8,873.00
					Total :	8,873.00
14 Vouchers for bank code : wf						Bank total : 126,596.74
14 Vouchers in this report						Total vouchers : 126,596.74

Page: 2

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200267	2/3/2011	000220 A TO Z HOME MAINTENANCE	12510		DEPOSIT BASED PROJECT REFUN	839.49
					Total :	839.49
200268	2/3/2011	000008 AT&T MOBILITY	1282011		COUNCIL PHONES 12/21/10-1/20/11	305.74
					Total :	305.74
200269	2/3/2011	000043 CHENG, MISTY	1/31/2011		ACCOUNTING SRVCS JAN 2011	7,960.00
					Total :	7,960.00
200270	2/3/2011	000041 CTAI PACIFIC GREENSCAPE	19410 19422		PARK MAINTENACE JAN 2011 CSA 103 MAINTENANCE JAN 2011	3,800.00 460.00
					Total :	4,260.00
200271	2/3/2011	000019 DEVINE, ROBERT	10511		PLANNING COMMISSION MTNG 1/5	75.00
					Total :	75.00
200272	2/3/2011	000059 DIAMOND W. EVENTS	20111		CONTRACTUAL SERVICES JAN 2011	7,394.22
					Total :	7,394.22
200273	2/3/2011	000015 DYKSTRA, HARV	10511		PLANNING COMMISSION MTNG 1/5	75.00
					Total :	75.00
200274	2/3/2011	000014 GARY NORDQUIST	13111		REIMB- GOVERNMENT OFFICER AS	250.00
					Total :	250.00
200275	2/3/2011	000221 JOHNSON & SEDLACK	20211		SETTLEMENT OF PLOT PLAN #222	26,108.30
					Total :	26,108.30
200276	2/3/2011	000065 KAZMIER, MICHAEL	10511		PLANNING COMMISSION MTNG 1/5	75.00
					Total :	75.00
200277	2/3/2011	000079 LAN WAN ENTERPRISE	39363		MAINTENANCE CONTRACT FEB 2011	450.00
					Total :	450.00
200278	2/3/2011	000222 LANGWORTHY, VERONICA	10511		PLANNING COMMISSION MTNG 1/5	75.00
					Total :	75.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200279	2/3/2011	000004 NAPLES PLAZA, LTD-OAK CREEK II, C/O	020111		CITY HALL LEASE FEB 2011	10,114.56
					<b>Total :</b>	<b>10,114.56</b>
200280	2/3/2011	000049 NORTH COUNTY TIMES	2279325 2281562		SIDEWALKS TO SCHOOLS LEGAL I PUB HEARING NTCE- CONDITIONA	637.20 116.76
					<b>Total :</b>	<b>753.96</b>
200281	2/3/2011	000053 REPUBLIC ITS	1210397 1210398		TRAFFIC SIGN RESPONSE DEC 20 TRAFFIC SIGN MAINT. DEC 2010	2,105.85 1,835.00
					<b>Total :</b>	<b>3,940.85</b>
200282	2/3/2011	000223 SMITH, STAN	10511		PLANNING COMMISSION MTNG 1/5	75.00
					<b>Total :</b>	<b>75.00</b>
200283	2/3/2011	000224 STEVE SOLTZ	139		FIRE STATION ELEVATOR RESCUE	136.00
					<b>Total :</b>	<b>136.00</b>
200284	2/3/2011	000006 WELLS FARGO PAYMENT REMITTANCE,	10111		OFFICE SUPPLIES	23.93
			10111		SIDEWALKS TO SCHOOLS BID DO	35.89
			10311		FIRE STATION MAINT. EXPENSES	174.02
			10311		NON-DEPARTMENTAL OFFICE SUP	34.67
			10311		CONFERENCING CALL SRVCS- OF	19.99
			10311A		NON-DEPARTMENTAL OFFICE SUP	23.62
			10411		SUPPLIES	67.53
			10411		WINDSONG PARK MAINT. SUPPLIE	11.66
			10511		CITY MANAGER MEETING	110.76
			10611		CITY COUNCIL SUPPLIES	19.55
			10711		CITY COUNCIL SUPPLIES	62.51
			10711		CITY COUNCIL MEETING SUPPLIE\$	25.90
			10711		CITY COUNCIL MEETING SUPPLIE\$	39.99
			10811		CITY COUNCIL MEETING SUPPLIE\$	29.32
			11111		NON- DEPARTMENTAL OFFICE SUF	39.23
			11311		CITY CLERK TRAVEL EXPENSES	218.40
			11311		OFFICE SUPPLIES	91.43
			11411		FIRE STATION MAINT. EXPENSES	62.72
			11411		OFFICE SUPPLIES	56.60
			11811		LEAGUE OF CA CITIES MEETING	113.88

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200284	2/3/2011	000006	WELLS FARGO PAYMENT REMITTANCE, (Continued)			
			11811		FIRE STATION MAINT. EXPENSES	156.57
			11911		LEAGUE OF CA CITIES TRAVEL EXI	68.73
			12011		EMERGENCY OFFICE CENTER SUF	153.45
			122110		CITY COUNCIL MEETING	110.76
			122310		NON-DEPARTMENTAL OFFICE SUP	87.61
			122910		OFFICE SUPPLIES	38.18
			122910A		BLDG & SAFETY CODE CHANGE S	101.45
			2178		CITY COUNCIL PLAQUES/NAME PL	141.22
			2179		NAME BADGES	26.10
			2291		CITY COUNCIL SHIRTS	380.08
					<b>Total :</b>	<b>2,525.45</b>

18 Vouchers for bank code : wf

Bank total : 65,413.57

18 Vouchers in this report

Total vouchers : 65,413.57

City of Wildomar  
Payroll Warrant Register  
February 4, 2011

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1/21/2011	Payroll People	1/1-1/14/11 Staff	13,640.99
1/21/2011	Payroll People	1/1-1/14/11 Staff	3,820.69
2/4/2011	Payroll People	1/15-1/28/11 Staff	17,659.99
2/2/2011	Payroll People	1/1-1/31/11 Council	1,534.23
		TOTAL	36,655.90

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item # 1.5**  
**CONSENT CALENDAR**  
**Meeting Date: February 9, 2011**

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**TO:** Mayor and City Council Members  
**FROM:** Paula Willette, Community Services Director  
**SUBJECT:** Award of Emergency Management Performance Grant

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Council approve acceptance of an additional \$2,441 in funding for the City's Emergency Management Performance Grant (EMPG) from the Riverside County Fire/OES.

**BACKGROUND:**

July 6, 2010 the City of Wildomar was awarded a matching grant in the amount of \$12,934 for emergency preparedness programs. Due to the state of the economy some cities in the county rejected their award which opened an opportunity for the City of Wildomar to submit for any remaining funds. City Staff immediately accepted the additional funds and was awarded \$2,441 on January 25, 2011.

**FISCAL IMPACT:**

The budget will be increased \$2,441 at the mid-year report. These funds to be used for emergency service contract hours.

Submitted By:

Approved By:

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Paula Willette  
Community Services Director

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Frank Oviedo  
City Manager

**ATTACHMENTS:**

Award letter from Riverside County Fire/OES



**RIVERSIDE COUNTY FIRE DEPARTMENT**  
IN COOPERATION WITH  
THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

**John R. Hawkins ~ Fire Chief**  
210 West San Jacinto Avenue ~ Perris, CA 92570  
(951) 940-6900 ~ [www.rvcfire.org](http://www.rvcfire.org)

PROUDLY SERVING THE  
UNINCORPORATED AREAS  
OF RIVERSIDE COUNTY  
AND THE CITIES OF:

BANNING

BEAUMONT

CALIMESA

CANYON LAKE

COACHELLA

DESERT HOT SPRINGS

INDIAN WELLS

INDIO

LAKE ELSINORE

LA QUINTA

MENIFEE

MORENO VALLEY

PALM DESERT

PERRIS

RANCHO MIRAGE

RUBIDOUX CSD

SAN JACINTO

TEMECULA

WILDOMAR

BOARD OF  
SUPERVISORS:

BOB BUSTER  
DISTRICT 1

JOHN TAVAGLIONE  
DISTRICT 2

JEFF STONE  
DISTRICT 3

JOHN BENOIT  
DISTRICT 4

MARION ASHLEY  
DISTRICT 5

January 25, 2011

Frank Oviedo  
Paula Willette  
23873 Clinton Keith Rd Ste 201  
Wildomar, CA 92595

Dear Mr. Oviedo & Ms. Willette:

As a result of reallocating FY10 EMPG funds and per your request your City has been awarded an additional \$2,441 bringing your total to \$15,375 to be used to enhance and sustain your all-hazards emergency management capabilities. The EMPG requires a 50% cost share either cash or in-kind. The performance period for this grant is 7/1/10 – 6/30/11.

Expenditures can only be made for eligible items and activities listed in either the AEL or Grant Guidance. You can find a copy of the Grant Guidance on the Cal EMA website located at [www.calema.gov](http://www.calema.gov) and the AEL is [www.rkb.us](http://www.rkb.us). Reimbursements can be requested on a quarterly basis.

This grant is subject to all policies and provisions of the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. In addition to the assurances made as part of the application every recipient of these funds must comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award.

If you have any questions regarding this award please contact me.

Sincerely,

Kim Dana  
Riverside County Fire/OES  
Administrative Services Analyst II  
951-955-0419

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item #1.6**  
**CONSENT CALENDAR**  
**Meeting Date: February 9, 2011**

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**TO:** Mayor and City Council Members

**FROM:** Frank Oviedo, City Manager

**SUBJECT:** City Opposition to Governor Brown's Proposal to Abolish  
Redevelopment Agencies in California

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2011 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, IN OPPOSITION TO THE ADMINISTRATION'S PROPOSAL TO  
ABOLISH REDEVELOPMENT AGENCIES IN CALIFORNIA

**BACKGROUND:**

As the State of California again faces a budget deficit estimated at \$25 billion, the current administration has proposed to eliminate redevelopment agencies at the local level to help balance the State budget.

The Governor's approach is to abolish a program that has assisted in the elimination of blight in cities and counties throughout the State. The Governor's plan is to take this action even after Californians passed Proposition 22 in November which was meant to stop the State from taking funding from local governments.

This action is contrary to good budgeting practices because it does not address the core issues associated with the State's ongoing deficit, namely overspending tax dollars on programs the State can no longer afford. Instead it takes needed funding from city and county governments to address their own problems.

While city and counties have been eliminating programs and trimming staff costs over the past four years the State has not taken any of these actions.

For these reasons cities are joining together to oppose the Governor's proposal. By passing this resolution Wildomar will be joining all the cities in Southwest Riverside County in these efforts.

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**FISCAL IMPACT:**

There is no immediate fiscal impact by adopting this resolution.

Submitted and Approved by:

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Frank Oviedo  
City Manager

**RESOLUTION NO. 2011 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, IN OPPOSITION TO THE ADMINISTRATION'S PROPOSAL TO  
ABOLISH REDEVELOPMENT AGENCIES IN CALIFORNIA**

**WHEREAS**, as part of its 2011-12 budget proposal, the Governor has proposed permanently abolishing California's more than 400 local redevelopment agencies; and

**WHEREAS**, this proposal represents more of the same misguided and illegal State budget raids of local government funds that voters have repeatedly sought to end, most recently in November 2010 when an overwhelming 61% of voters elected to stop State raids of local government funds, including redevelopment funds; and

**WHEREAS**, this proposal will bring very little financial benefit to the State. According to the State Controller's Office, redevelopment agencies have more than \$87 billion in bond and other contractual obligations that legally must be repaid before revenues are available to any other purpose. In fact, according to the State Department of Finance's own budget documents, there will be zero State savings in out years from shutting down redevelopment; and

**WHEREAS**, this proposal will destroy local economic development, including hundreds of thousands of jobs and billions of dollars in local economic activity throughout California; and

**WHEREAS**, throughout California, redevelopment activities support 304,000 jobs annually, including 170,600 construction jobs, contribute over \$40 billion annually to California's economy in the generation of goods and services, and generate more than \$2 billion in state and local taxes in a typical year; and

**WHEREAS**, eliminating redevelopment will take away one of the few tools local governments have to comply with state requirements to plan for more compact urban development supported by transit-oriented development, housing, jobs and infrastructure; and

**WHEREAS**, eliminating redevelopment will destroy the development of affordable housing in California. Redevelopment agencies are the second largest funder of affordable housing, behind only the federal government, responsible for over 98,000 units of affordable housing since 1993; and

**WHEREAS**, shutting down redevelopment agencies is a violation of multiple State and Federal constitutional provisions.

**THEREFORE, BE IT RESOLVED** that the City Council of the City of Wildomar, California, formally opposes the Administration's proposal to abolish redevelopment in California.

**THEREFORE, BE IT FURTHER RESOLVED**, that the City Council of the City of Wildomar, California, authorizes Staff to communicate its opposition to this proposal to the Governor, the Legislature, business groups, and citizens.

**PASSED, APPROVED AND ADOPTED** this 9th day of February, 2011.

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Marsha Swanson  
Mayor

APPROVED AS TO FORM:

ATTEST:

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Julie Hayward Biggs  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item #3.1**  
**GENERAL BUSINESS**  
**Meeting Date: February 9, 2011**

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**TO:** Mayor and City Council Members  
**FROM:** Frank Oviedo, City Manager  
**SUBJECT:** Save Our Parks Update

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council receive and file the update report.

**DISCUSSION:**

The Committee met on Thursday, February 3, 2011. The meeting focused on the Resolutions of Intent as recommended by the Committee and approved by the City Council on January 25, 2011.

Blue Ribbon Subcommittees/Chairs:

**Blue Ribbon Logo:** Chair John Lloyd

**Education:** Co-chairs, Irene Gallegos, Tracy Lobo, and George Taylor

**Sponsorship:** Henry Silvestre

**Utilities:** Co Chairs, Susan Lane and John Lloyd

**Cost Cutting and Park Closures:** Gary Nordquist and Paula Willette

***Fund Raising Efforts: \$13,469.69***

Since, the last SOP Report to City Council the following events have occurred:

- Bracelets inscribed with "Save Our Parks" are available at City Hall for a donation of \$3.00 for one bracelet or 4 bracelets for \$10.00 continue to sell.

Upcoming events are:

- March 5 – Community Meeting at Marna O'Brien Park 5pm

Additional updates, not ready at the time of this reports release, will also be present by staff at the City Council meeting.

Submitted and Approved by:

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Frank Oviedo, City Manager

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item #3.2**  
**GENERAL BUSINESS**  
**Meeting Date: February 9, 2011**

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**TO:** Mayor and City Council Members

**FROM:** Tim D'Zmura, Director of Public Works

**SUBJECT:** National Pollution Discharge Elimination System (NPDES) Urban Runoff Discharge Permit Implementation Agreement for the Santa Ana Region

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve and authorize the City Manager to execute the National Pollutant Discharge Elimination System (NPDES) Urban Runoff Discharge Permit Implementation Agreement for the Santa Ana Region.

**BACKGROUND:**

Riverside County Flood Control and Water Conservation District (RCFCWCD) has required that the City of Wildomar execute this implementation agreement for the NPDES Urban Runoff Discharge Permit Implementation Agreement for the Santa Ana Region. This implementation agreement is necessary to meet the requirements of the new NPDES Municipal Separate Storm Sewer System (MS4) Permit for the Santa Ana Region that was adopted on January 29, 2010. As the permittee, RCFCWCD, has taken the lead on preparing an implementation agreement to be executed by RCFCWCD and the co-permittees that outlines the responsibilities of each agency and how the requirements of the MS4 Permit will be met.

**ANALYSIS**

The Regional Water Quality Control Board (RWQCB) has approved the City of Wildomar's request to be removed from the Santa Ana Region MS4 Permit and be solely regulated by the Santa Margarita Region MS4 Permit. This implementation agreement recognizes this change, and allows the City to participate in the Lake Elsinore/Canyon Lake Nutrient Total Maximum Daily Load (TMDL) requirements. The agreement has already been executed by the County of Riverside and the Cities of Beaumont, Calimesa, Canyon Lake, Corona, Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, and San Jacinto.

**FISCAL IMPACTS:**

The cost to implement the terms of the agreement is shared by the permittees based on population within the Santa Ana Watershed. The City's estimated contribution to meet the Lake Elsinore TMDL requirements for Fiscal Year 2011-2012 is \$10,000.

Submitted by:

Approved by:

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Tim D'Zmura  
Director of Public Works

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Frank Oviedo  
City Manager

**ATTACHMENTS:**

1. Letter from Riverside County Flood Control and Water Conservation District
2. NPDES Urban Runoff Discharge Permit Implementation Agreement for the Santa Ana Region



RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

November 1, 2010

RECEIVED

NOV 04 2010

WILDOMAR CITY CLERKS OFFICE

Mr. Frank Oviedo  
City of Wildomar  
23873 Clinton Keith Road, Suite 201  
Wildomar, CA 92595

Dear Mr. Oviedo:

Re: Implementation Agreement for NPDES  
MS4 Permit for Santa Ana Region

Section III.C of the 2010 National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit for the Santa Ana Region adopted on January 29, 2010 requires the Permittees to annually review their Implementation Agreement and determine the need, if any, for additional revision. Over the last several months, the District has been working with your staff to revise the Implementation Agreement to address the following:

- 1) Inclusion of the cities of Eastvale, Menifee and Wildomar as signatories to the Agreement;
- 2) Inclusion of language for the preparation and submittal of a yearly budget to the Technical Advisory Committee;
- 3) Increasing the annual cost share cap to reflect the costs of development of regional programs proposed by the 2010 MS4 Permit;
- 4) Inclusion of language to allow the Agreement to be used as a platform to hire consultants on behalf of a subset of the Permittees for TMDL purposes; and
- 5) Inclusion of language to recognize the recent regulatory swap allowing the cities of Murrieta and Wildomar to be solely regulated by the Santa Margarita Region MS4 Permit issued by the San Diego Regional Water Quality Control Board, yet allow for the two cities to continue to participate in this Agreement for the purposes of complying with the Lake Elsinore/Canyon Lake Nutrient TMDL requirements.

The draft Implementation Agreement was presented and discussed on May 20, 2010 at the Management Steering Committee (MSC) meeting. The District made minor amendments to the agreement to reflect the changes requested at the May 20, 2010 MSC meeting as well as edits based on comments received from your staff to date. The revised Agreement was further discussed at the October 21, 2010 MSC meeting and it was agreed to move forward with formal signature.

Mr. Frank Oviedo  
City of Wildomar  
Re: Implementation Agreement for NPDES  
MS4 Permit for Santa Ana Region

-2-

November 1, 2010

Attached for your use and appropriate signature is a copy of the Agreement including signature pages for your city. Please sign and return **eighteen (18) original copies** of the signature page by December 30, 2010.

If you have any questions regarding this letter, please feel free to contact me at 951.955.1273.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Uhley", written in a cursive style.

JASON E. UHLEY  
Chief of Watershed Protection Division

cc: Santa Ana MS4 Permittees

AM:cw  
P8/133993

## AGREEMENT

National Pollutant Discharge Elimination System  
Urban Runoff Discharge Permit  
Implementation Agreement  
Santa Ana Region  
(Santa Ana Drainage Area)

This Agreement, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (herein called DISTRICT), the COUNTY OF RIVERSIDE (herein called COUNTY), and the CITIES OF BEAUMONT, CALIMESA, CANYON LAKE, CORONA, EASTVALE, HEMET, LAKE ELSINORE, MENIFEE, MORENO VALLEY, MURRIETA, NORCO, PERRIS, RIVERSIDE, SAN JACINTO and WILDOMAR, (herein called CITIES), establishes the responsibilities of each party concerning compliance with the National Pollutant Discharge Elimination System (NPDES) Urban Runoff Discharge Permit (NPDES Permit) issued by the California Regional Water Quality Control Board - Santa Ana Region pursuant to Order No. R8-2010-0033. This Agreement effectively terminates the Implementation Agreement adopted on December 16, 2003.

### RECITALS

WHEREAS, in 1987 Congress added Section 402(p) to the Federal Clean Water Act (CWA) (33 U.S.C. §1342(p)); and

WHEREAS, Section 402(p) of the CWA requires certain municipalities, industrial facilities and persons conducting certain construction activities to obtain an NPDES Permit before discharging stormwater into navigable waters; and

WHEREAS, Section 402(p) further requires the Federal Environmental Protection Agency (EPA) to promulgate regulations for NPDES Permit applications; and

WHEREAS, EPA adopted such regulations in November 1990; and

WHEREAS, EPA delegated authority to the California Regional Water Quality Control Board-Santa Ana Region (RWQCB-SAR) to administer the NPDES permitting process within the boundaries of that region; and

WHEREAS, DISTRICT was created to provide for the control of flood and stormwaters within the County of Riverside and is empowered to investigate, examine, measure, analyze, study and inspect matters pertaining to flood and stormwaters; and

WHEREAS, the COUNTY and CITIES have land use authorities and own and operate Municipal Separate Storm Sewer System (MS4) facilities; and

WHEREAS, on August 30, 2000 DISTRICT, COUNTY and CITIES submitted an NPDES Permit Application for an area-wide NPDES Permit; and

WHEREAS, the NPDES Permit Application was submitted in accordance with the previous NPDES Permit (Order No. 96-30, NPDES No. CA 618033) which expired on March 8, 2001; and

WHEREAS, RWQCB-SAR issued a NPDES Permit to DISTRICT, COUNTY and CITIES on October 25, 2002; and

WHEREAS, on April 27, 2007 DISTRICT, COUNTY and CITIES submitted an NPDES Permit Application for an area-wide NPDES Permit; and

WHEREAS, the NPDES Permit Application was submitted in accordance with the previous NPDES Permit (Order No. R8-2002-0011, NPDES No. CA 618033) which expired on October 26, 2007; and

WHEREAS, RWQCB-SAR issued a new NPDES Permit to DISTRICT, COUNTY and CITIES on January 29, 2010; and

WHEREAS, the NPDES Permit governing municipal stormwater discharges meets both the requirements of Section 402(p)(3)(B) of the CWA and all requirements applicable

to an NPDES Permit issued under RWQCB-SARs discretionary authority in accordance with Section 402(a)(1)(B) of the CWA; and

WHEREAS, the NPDES Permit designates DISTRICT as the "Principal Permittee", and COUNTY and CITIES as "Co-Permittees"; and

WHEREAS, cooperation between DISTRICT, COUNTY and CITIES in the administration and implementation of the NPDES Permit is in the best interests of DISTRICT, COUNTY and CITIES; and

WHEREAS, DISTRICT is willing to share the expertise of its staff with COUNTY and CITIES so that they can join in implementing the requirements of the NPDES Permit; and

WHEREAS, the RWQCB-SAR and the RWQCB-San Diego Region are currently contemplating amendments to Order No. R8-2010-0033 and pending Order No. R9-2010-0016 that would effectively allow MURRIETA and WILDOMAR to be wholly regulated under Order No. R9-2010-0016 and MENIFEE to be wholly regulated under Order No. R8-2010-0033; and

WHEREAS, MURRIETA and WILDOMAR would be subject to the LAKE ELSINORE/CANYON LAKE NUTRIENT TMDL, independent of Order No. R8-2010-0033, and therefore may be interested in participating in joint programs developed under this Agreement to address the LAKE ELSINORE/CANYON LAKE NUTRIENT TMDL; and

WHEREAS, DISTRICT, COUNTY and CITIES are to perform certain activities prescribed in the NPDES Permit and related to management of the NPDES Permit compliance program that will benefit all parties.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Incorporation of the NPDES Permit. The NPDES Permit issued to DISTRICT, COUNTY and CITIES by RWQCB-SAR pursuant to Order No. R8-2010-0033 is

attached to this Agreement as EXHIBIT A and is hereby incorporated by reference in its entirety and made a part of this Agreement.

2. Delegation of Responsibilities. The responsibilities of each of the parties shall be as described in the NPDES Permit and reiterated as follows:

a. DISTRICT shall assume the responsibilities and meet the requirements of the NPDES Permit by complying with Section III.A (RESPONSIBILITIES OF THE PRINCIPAL PERMITTEE) and:

(1) Performing or coordinating all the joint sampling data collection and assessment requirements described in the NPDES Permit MONITORING AND REPORTING PROGRAM.

(2) Performing all of the joint reporting requirements described in the NPDES Permit MONITORING AND REPORTING PROGRAM. With respect to such joint reporting requirements, the DISTRICT shall specifically:

(a) Prepare the required narrative for all joint reports; and

(b) Provide COUNTY and CITIES an opportunity to review and comment on any such narrative.

The cost for implementing the requirements of the joint activities shall be jointly funded as shared costs as described in paragraphs 3 and 4 of this Agreement.

b. DISTRICT, at no cost to COUNTY and CITIES, shall assume the responsibilities and meet the requirements of the NPDES Permit by:

- (1) Complying with Section III.A (RESPONSIBILITIES OF THE PRINCIPAL PERMITTEE).
- (2) Complying with Sections IV (LOCAL IMPLEMENTATION PLAN), V (DISCHARGE PROHIBITIONS), VI (EFFLUENT LIMITATIONS, DISCHARGE SPECIFICATIONS AND OTHER TMDL RELATED REQUIREMENTS), VII (RECEIVING WATER LIMITATIONS), VIII (LEGAL AUTHORITY/ENFORCEMENT), IX (ILLICIT CONNECTIONS/ILLEGAL DISCHARGES (IC/ID); LITTER, DEBRIS AND TRASH CONTROL), X (SEWAGE SPILLS, INFILTRATION INTO THE MS4 SYSTEMS FROM LEAKING SANITARY SEWER LINES, SEPTIC SYSTEM FAILURES, AND PORTABLE TOILET DISCHARGES), XII (NEW DEVELOPMENT (INCLUDING SIGNIFICANT REDEVELOPMENT)), XIII (PUBLIC EDUCATION AND OUTREACH), XIV (PERMITTEE FACILITIES AND ACTIVITIES), XV (TRAINING PROGRAM FOR STORMWATER MANAGERS, PLANNERS, INSPECTORS AND MUNICIPAL CONTRACTORS), XVI (NOTIFICATION REQUIREMENTS), XVII (PROGRAM MANAGEMENT ASSESSMENT/DAMP REVIEW), XVIII (FISCAL RESOURCES), XIX (MONITORING AND REPORTING PROGRAM), XX (PROVISIONS), XXI (PERMIT MODIFICATION), XXII (PERMIT EXPIRATION AND

RENEWAL) as they pertain to DISTRICT facilities and operations.

c. COUNTY and CITIES shall, at no cost to DISTRICT, assume the responsibilities and meet the requirements of the NPDES Permit for land area and facilities within their individual jurisdictions by:

(1) Complying with Section III.B (RESPONSIBILITIES OF THE CO-PERMITTEES).

(2) Complying with Sections IV (LOCAL IMPLEMENTATION PLAN), V (DISCHARGE PROHIBITIONS), VI (EFFLUENT LIMITATIONS, DISCHARGE SPECIFICATIONS AND OTHER TMDL RELATED REQUIREMENTS), VII (RECEIVING WATER LIMITATIONS), VIII (LEGAL AUTHORITY/ENFORCEMENT), IX (ILLICIT CONNECTIONS/ILLEGAL DISCHARGES (IC/ID); LITTER, DEBRIS AND TRASH CONTROL), X (SEWAGE SPILLS, INFILTRATION INTO THE MS4 SYSTEMS FROM LEAKING SANITARY SEWER LINES, SEPTIC SYSTEM FAILURES, AND PORTABLE TOILET DISCHARGES), XI (CO-PERMITTEE INSPECTION PROGRAMS), XII (NEW DEVELOPMENT (INCLUDING SIGNIFICANT REDEVELOPMENT)), XIII (PUBLIC EDUCATION AND OUTREACH), XIV (PERMITTEE FACILITIES AND ACTIVITIES), XV (TRAINING PROGRAM FOR

STORMWATER MANAGERS, PLANNERS, INSPECTORS AND MUNICIPAL CONTRACTORS), XVI (NOTIFICATION REQUIREMENTS), XVII (PROGRAM MANAGEMENT ASSESSMENT/DAMP REVIEW), XVIII (FISCAL RESOURCES), XIX (MONITORING AND REPORTING PROGRAM), XX (PROVISIONS), XXI (PERMIT MODIFICATION), XXII (PERMIT EXPIRATION AND RENEWAL) as they pertain to COUNTY and CITIES facilities and operations.

- (3) Demonstrating compliance with all NPDES Permit requirements through timely implementation of the approved Drainage Area Management Plan (DAMP) and any approved modifications, revisions, or amendments thereto.
- (4) Providing to DISTRICT (on DISTRICT approved forms) all information needed to satisfy the reporting requirements described in the NPDES Permit MONITORING AND REPORTING PROGRAM. The COUNTY and CITIES shall specifically:
  - (a) Provide information on existing stormwater facilities and/or other data as it pertains to COUNTY or CITIES facilities when requested by DISTRICT.
  - (b) Submit their individual reports to DISTRICT for incorporation into DISTRICT'S narrative no later than November 1 of each year.

3. Budgets. On or before January 15 of each year, the DISTRICT shall prepare and submit a budget for the next fiscal year to the Santa Ana/Santa Margarita Technical Advisory Committee (TAC). The budget shall include anticipated costs and fees for District services or consultant services to prepare manuals, develop programs, implement programs, engage legal counsel on behalf of the Permittees or perform studies relevant to the entire Permit Area. Once consensus has been reached amongst the TAC, the budget will be submitted to the Management Steering Committee.

4. Shared Costs. In the event DISTRICT requires the services of a consultant or consultants to prepare manuals, develop programs or perform studies relevant to the entire Permit Area, the cost of said consultant services will be shared by DISTRICT, COUNTY and CITIES. The shared costs shall be allocated as follows:

<u>Party</u>	<u>Percentage Contribution</u>
DISTRICT	50
COUNTY & CITIES	50

The individual percentage contribution from COUNTY and individual CITIES shall be a function of population within the Permit Area. More specifically, such contribution shall be calculated as the population of COUNTY or individual CITIES, divided by the total population of all the Co-Permittees multiplied by 50, i.e.,:

$$\begin{aligned}
 \text{Contribution (\%)} &= 50(x_n/x_{tot}) \\
 X_n &= \text{population of COUNTY or individual CITIES} \\
 X_{tot} &= \text{total population of COUNTY and CITIES in the} \\
 &\quad \text{Santa Ana Region} \\
 50 &= \text{total percentage excluding DISTRICT portion}
 \end{aligned}$$

The population of COUNTY and CITIES will be based on the latest California State Department of Finance population figures issued in May of each year.

The total shared cost of consultant services shall not exceed \$1,000,000.00 annually.

COUNTY and CITIES shall be notified of DISTRICT'S request for proposals from consultants, selection of a consultant, consultant's fee, and contract timetable and payment schedule through the TAC.

COUNTY and CITIES shall pay to DISTRICT their share of the shared costs within 60 calendar days of receipt of an invoice from DISTRICT.

In the event that a subset of the COUNTY or CITIES require the services of a consultant or consultants to prepare manuals, develop programs, implement programs, engage legal counsel, perform studies or any work to satisfy sub-regional permit requirements, the costs of said consultant services shall be shared by the involved parties, in such a manner as approved by the involved parties. The involved parties may utilize this Agreement to hire a consultant. Tasks performed consistent to this paragraph shall not be subject to the total shared cost limit of \$1,000,000 for area-wide programs.

5. Term of the Agreement. The term of this Agreement shall commence on the date the last duly authorized representative of DISTRICT, COUNTY or CITIES executed it. The term of the Agreement shall continue to eighteen (18) months after the date that RWQCB-SAR issues a new NPDES Permit in replacement of the existing NPDES Permit (Order No. R8-2010-0033, NPDES No. CAS 618033) issued on January 29, 2010, unless each of the Co-Permittees either amends this agreement or withdraws in accordance with the terms of this Agreement.

6. Additional Parties. Any City which incorporates after the date of issuance of the NPDES Permit and/or after the date of execution of this Agreement may file a written request with DISTRICT asking to be added as a party. Upon receipt of such a request, DISTRICT shall solicit the approval or denial of each Co-Permittee. If a majority of the Co-Permittees, each having one, co-equal vote, approves the addition of the City, DISTRICT, on behalf of the Co-Permittees, will ask RWQCB-SAR to add the City to the NPDES Permit as an

additional Co-Permittee. Once the City is made an additional Co-Permittee to the NPDES Permit, this Agreement shall be amended to reflect the addition, and the City shall, thereafter, comply with all provisions of the NPDES Permit and this Agreement. Upon execution of the amended Agreement, the City shall be responsible for the shared costs discussed in Section 4 of this Agreement for the current and any subsequent budget year.

7. Withdrawal from the Agreement. Any party may withdraw from this Agreement 60 calendar days after giving written notice to DISTRICT and RWQCB-SAR. The withdrawing party shall agree in such notice to file for a separate NPDES Permit and to comply with all of the requirements established by RWQCB-SAR. In addition, withdrawal shall constitute forfeiture of all of the withdrawing party's share of the costs paid described in Section 4 of this Agreement for that fiscal year. The withdrawing party shall be responsible for all lawfully assessed penalties as a consequence of withdrawal. The cost allocations to the remaining parties will be recalculated in the following budget year.

8. Non-compliance with Permit Requirements. Any party found in non-compliance with the conditions of the NPDES Permit within its jurisdictional boundaries shall be solely liable for any lawfully assessed penalties. This Agreement is not intended to and does not create any joint and several liability of the parties for such penalties. Common or joint penalties shall be calculated and allocated between the parties according to the formula outlined in Section 4 of this Agreement.

9. Amendments to the Agreement. This Agreement may be amended by consent of the parties which represent a majority of the percentage contribution as described in Section 4 of this Agreement. Each party's vote shall be calculated according to the percentage contribution of each party as described in Section 4 of this Agreement. No amendment to this Agreement shall be effective unless it is in writing and signed by the duly authorized

representatives of the majority of the parties.

10. Authorized Signatories. The General Manager-Chief Engineer of DISTRICT, the Chief Executive Officer of COUNTY and the City Managers of CITIES (or their designees) shall be authorized to execute all documents and take all other procedural steps necessary to file for and obtain an NPDES Permit(s) or amendments thereto.

11. Notices. All notices shall be deemed duly given when delivered by hand; or three (3) days after deposit in the U.S. Mail, postage prepaid.

12. Governing Law. This Agreement will be governed and construed in accordance with laws of the State of California. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired hereby.

13. Consent to Waiver and Breach. No term or provision hereof shall be deemed waived and no breach excused, unless the waiver or breach is consented to in writing, and signed by the party or parties affected. Consent by any party to a waiver or breach by any other party shall not constitute consent to any different or subsequent waiver or breach.

14. Applicability of Prior Agreements. This Agreement and the exhibits attached hereto constitute the entire Agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

15. Execution in Counterparts. This Agreement may be executed and delivered in any number of counterparts or copies ("counterpart") by the parties hereto. When each party has signed and delivered at least one counterpart to the other parties hereto, each counterpart shall be deemed an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the parties hereto.

//

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and  
Water Conservation District  
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By \_\_\_\_\_  
DAVID H.K. HUFF  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

Agreement – National Pollutant Discharge Elimination System  
Urban Runoff Discharge Permit Implementation Agreement –  
Santa Ana Region

AM:cw

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By \_\_\_\_\_  
BILL LUNA  
Riverside County Executive Officer

By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By \_\_\_\_\_  
DAVID H.K. HUFF  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

APPROVED AS TO FORM:

**CITY OF BEAUMONT**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

**CITY OF CALIMESA**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

**CITY OF CANYON LAKE**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

**CITY OF CORONA**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

**CITY OF EASTVALE**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

**CITY OF HEMET**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

**CITY OF LAKE ELSINORE**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

**CITY OF MENIFEE**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

**CITY OF MORENO VALLEY**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

**CITY OF MURRIETA**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

**CITY OF NORCO**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

**CITY OF PERRIS**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

**CITY OF RIVERSIDE**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

**CITY OF SAN JACINTO**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

**CITY OF WILDOMAR**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

(SEAL)

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item #3.3**  
**GENERAL BUSINESS**  
**Meeting Date: February 9, 2011**

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**TO:** Mayor and City Council Members  
**FROM:** Tim D'Zmura, Director of Public Works  
**SUBJECT:** Security for Subdivision Improvement Agreements

**STAFF REPORT**

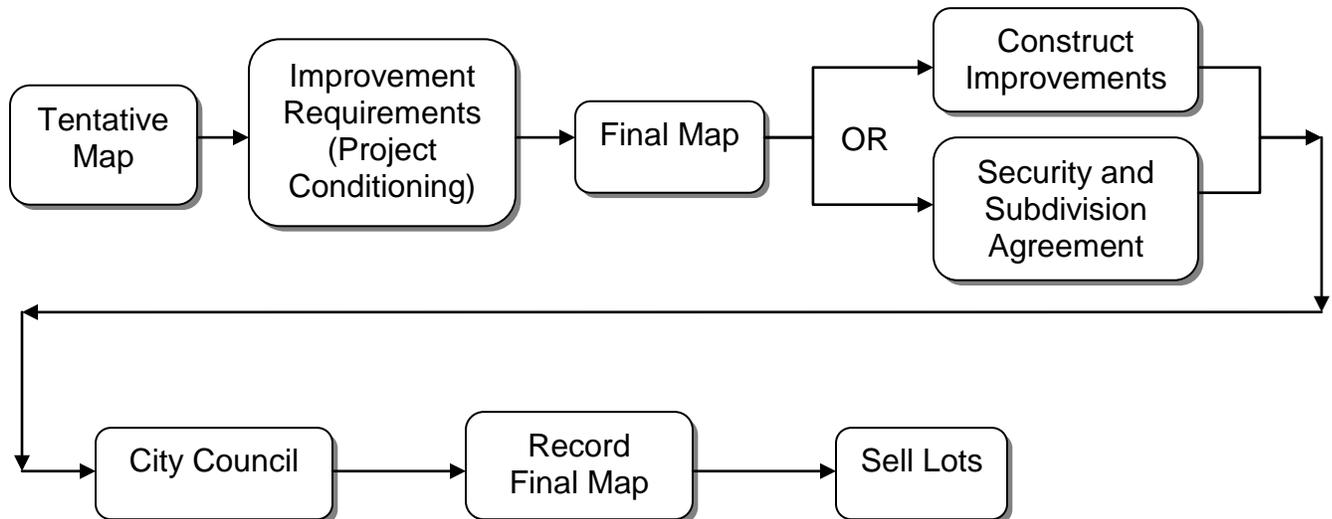
**RECOMMENDATION:**

Staff recommends that the City Council introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. \_\_\_\_\_  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.60.010,  
16.60.020, AND ADDING A NEW 16.60.030 OF THE WILDOMAR  
MUNICIPAL CODE RELATING TO SECURITY FOR SUBDIVISION  
IMPROVEMENT AGREEMENTS

**BACKGROUND:**

The process for subdividing a parcel is formalized by the Subdivision Map Act and the Wildomar Municipal Code. In order for a parcel to be subdivided into smaller lots that can be sold, the following general process is followed:



The subdivided lots cannot be sold until the final map is recorded. When a tentative map for subdivision is processed, a list of project conditions is developed and approved

by the City. These conditions include any public improvements required before the final map for subdivision can be recorded. The Subdivision Map Act and the Wildomar Municipal Code require that the subdivider either construct the required public improvements, or execute a subdivision agreement and provide security for the improvements (Gov't Code Section 66462). This subdivision agreement and security give the City the ability to construct the public improvements if the subdivider fails to do so.

The Subdivision Map Act allows the City to specify the form of the security and calls out several options including bonds, a cash deposit, a letter of credit through a regulated banking institution, a lien on the property if the public improvements will not be completed within two years, and any form of security in real property that is deemed acceptable to the City by ordinance (Gov't Code Section 66499). When the City of Wildomar incorporated, it adopted the County of Riverside Municipal Code and it is bound by provisions in that Code relating to the kind of security that may be required to secure subdivision improvement agreements. The County Codes that the City has adopted require security in the form of bonds, cash deposit, irrevocable instrument of credit, or irrevocable letter of credit (Wildomar Municipal Code Title 16.60). No provision of that Code currently permits security in the form of a lien on the property.

As a result of recent economic conditions, many development projects throughout Riverside County are now owned by banks or lenders. Some of these owners have approached local jurisdictions looking for a way to obtain approval of the final map without posting cash, letters of credit or bonds as security for subdivision improvement agreements. Essentially, they are looking for a bridge to help their projects move forward from tentative map to final map recordation and to put their property in a position to quickly start construction once economic conditions are right. In response to these economic conditions and owner requests, the County of Riverside amended Title 16.60 in September of 2009 to permit a lien or other security interest in real property to be accepted as security for subdivision improvements (Ord. 460.150, adopted September 9, 2009). The County of Riverside ordinance does not permit a lien once the project starts construction. Once a project starts construction, the subdivider must execute a subdivision improvement agreement and provide cash, letters of credit, or bonds as currently specified by the County of Riverside Code.

One local developer, Capstone Advisors, has requested that the City of Wildomar adopt an ordinance similar to the County of Riverside's ordinance. The project that Capstone is representing at this time is called Rancho Fortunado (Tract 25122) and consists of 101 single family lots on a 41 acre parcel near the intersection of Palomar Street and McVicar Road. The ordinance proposed here is modeled on the one adopted by the County of Riverside.

Staff researched other local jurisdictions codes and ordinances to gauge their response to these economic conditions. The cities of Lake Elsinore, Murrieta, and Temecula have not adopted similar ordinances permitting a lien as security. To the best of staff's knowledge, developers have not requested that these cities adopt a similar ordinance. On March 16, 2010 the City of Menifee adopted Ordinance No. 2010-74 that allows a

lien as security if the property is valued at 1.5 times the required security amount, if the improvements are not required in two years, and if City's lien is in first position on title.

**ANALYSIS**

The proposed ordinance amends the Wildomar Municipal Code to allow a subdivider to execute a lien agreement and grant the City a lien on the real property to be divided instead of posting cash, letters of credit, or bonds as security for subdivision improvements. This lien agreement allows recordation of a final map, but it does not allow construction of improvements or sale of individual lots. This lien agreement allows the subdivider to bridge the gap between a tentative map and a final map by temporarily allowing a lien instead of a bond, cash, or credit instrument. The lien must be removed and replaced with bonds, cash, or instrument of credit before the project can begin construction or sell individual lots. The lien agreement does not require the City to construct the required improvements.

Staff has reviewed projects that are currently active and determined that a total of 5 projects within the City are potentially eligible to execute a lien agreement. Two of the projects have tentative maps that were approved by the City since incorporation. These City approved projects are a 24 acre residential condominium project at the end of Depasquale Road (TR 33987) and an 18 acre residential project at Palomar Street and lone Road (TR 32206). The other three potentially eligible projects were approved by the County prior to the City's incorporation. These County approved projects include a 41 acre project consisting of 101 single family lots near the intersection of Palomar Street and McVicar Street (TR 25122, Rancho Fortunado), a 16 acre project consisting of 55 single family lots near the intersection of Palomar Street and Delca Lane (TR 32078), and a 15 acre residential subdivision between George Avenue and Iodine Springs Road (TR 31479).

**FISCAL IMPACTS:**

This ordinance will not require any additional expenditures by the City. The cost to prepare and process a lien agreement will be borne by the project requesting the lien agreement.

Submitted by:

Approved by:

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Tim D'Zmura  
Public Works Director

---

Frank Oviedo  
City Manager

**ATTACHMENTS:**

1. Ordinance
2. Lien Agreement

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTIONS 16.60.010, 16.60.020, AND ADDING A NEW 16.60.030 OF THE WILDOMAR MUNICIPAL CODE RELATING TO SECURITY FOR SUBDIVISION IMPROVEMENT AGREEMENTS**

**THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. ENVIRONMENTAL FINDINGS.** The City Council hereby finds and determines that the project consists of a subdivision ordinance amendment related to implementation of the Subdivision Map Act and has no potential to impact the environment. The proposed ordinance does not alter the existing requirements that specific development projects comply with the provisions of the California Environmental Quality Act. Consequently, the proposed ordinance is exempt from CEQA review pursuant to Section 15061(b)(3) which states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**SECTION 2. Ordinance Amendment.** Section 16.60.010.C is hereby amended to read as follows:

“C. The original period of the agreement and security shall be 24 months. Extensions of time may be granted at any time by the City Manager only upon terms and conditions approved by the City Council either at its own option, with or without notice to the land divider and surety, or at the written request of the land divider, with or without notice to the surety. Each extension shall be for a period not to exceed one year. In addition to the above, and as a further condition to granting an extension of time, the City Engineer may require additional agreements or security as necessary to guarantee the completion of the improvements.”

**SECTION 3. Ordinance Amendment.** Section 16.60.020.C of the Wildomar Municipal Code is hereby amended to read as follows:

“C. Acceptable forms of security for taxes shall be as provided in Section 16.60.010A for security for improvement; provided, however, that a cash bond shall be required to guarantee the payment of taxes in amounts less than \$2,500.00. The forms of security offered shall not have an expiration date prior to that of the expiration of the map.”

**SECTION 4. Addition of New Section.** A new section 16.60.030 is added to the Wildomar Municipal Code to read as follows:

**“16.60.030 LIEN AGREEMENT AS SECURITY**

- A. The land divider may, in lieu of posting a security described in Section 16.60.010, enter into an agreement with the City to construct the required improvements in the future, securing such performance by granting the City a lien on the real property to be divided. Such agreements shall be known as ‘lien agreements.’ The use of lien agreements shall only be allowed if all requirements of this Section are satisfied.
- B. Government Code section 66499(a)(4) authorizes the City to enter into lien agreements if it is found by the City that it would not be in the public interest to require the installation of the required improvements sooner than two years after the recordation of the map.
- C. Where the City finds that it would not be in the public interest to require that installation of the required improvements occur sooner than two years after recordation of the map, the land divider may execute a lien agreement with the City at the time the land divider enters into an agreement with the City to construct required improvements pursuant to Chapter 7.24.
- D. A lien agreement may be used to substitute for an existing security which was furnished under Section 16.60.010; provided, however, that use of a lien agreement as substitution for an existing security shall be at the City’s sole discretion. The City will not accept a lien agreement from any land divider, either at the time of execution of the agreement to construct improvements, or as a substitute for existing security, if any individual lots have been sold, if any construction permits, including but not limited to any grading or building permits, have been issued on any of the property, or if construction of any of the required improvements has begun. Notwithstanding the above, the City may accept a lien agreement from any land divider as a substitute for existing security if grading has commenced on the land to be divided so long as the grading is in strict accordance with a valid grading permit and all the following are met:
  - 1. There is no need for the City to construct the required improvements if the land divider’s project is abandoned or delayed for any period of time or for any other reason;
  - 2. The grading has no effect on the use, operation and maintenance of existing streets or highways, public or private;
  - 3. The grading has not caused the modification or closure of any public access points, existing streets or highways, public or private;
  - 4. Additional drainage improvement and/or erosion controls are not necessary and/or installed in the road right-of-way due to the grading;
  - 5. Delay of the construction of the land divider’s required improvements does not affect or delay the improvements of an adjacent land divider who had already commenced work on his or her required improvements.

6. The land is fully in compliance with storm water quality requirements and has established a program for maintenance of such requirements.

E. Lien agreements shall:

1. Be allowed only for Schedule "A", "B", and "E" maps.
2. Be allowed only where the land divider provides a title insurance policy and current title report from a title company approved by the City that documents that the land divider is the record owner of the real property to be divided and that the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens. The title insurance policy and title report shall be issued within the 60 days prior to the execution of the lien agreement.
3. Be in a form acceptable to and approved by City Attorney
4. Be used to secure future improvements that would be required for Schedule "A", "B", and "E" maps.
5. Be used only when a land divider would be required by Chapter 7.24 to construct or agree to construct the required improvements.
6. Contain an itemization of the required improvements and an estimate of costs approved by the City Engineer and shall specify that the land divider's or subsequent owner's obligation extends to the actual cost of construction of the required improvements if such costs exceed the estimate.
7. Be recorded with the County Recorder. The recorded lien agreement shall be indexed in the Grantor Index to the names of all record owners of the real property as specified on the map and in the Grantee Index to the County.
8. Be approved concurrently with the approval of the subdivision improvement agreement and the final map with a note of the lien agreements existence placed on the map, except where the lien agreement is being substituted after final map approval for other security previously deposited pursuant to Section 16.60.010 in which case the lien agreement shall be signed and acknowledged by all parties having any record title interest in the property, as prescribed by Government Code Section 66436, consenting to the subordination of their interests to the lien agreement.

F. From the time of recordation of the lien agreement, a lien shall attach to the property and shall have the priority of a judgment lien in an amount necessary to complete the required improvements. Under no circumstances shall the City agree to subordinate the lien.

G. The lien agreement shall provide that the land divider shall substitute acceptable security for the lien agreement and commence to construct the improvements required pursuant to Chapter 7.24 within three years following recordation of the map, or in the case of a lien agreement which has been substituted for existing security pursuant to Section 16.60.010 within three years following recordation of the lien agreement.

- H. The time for substitution of acceptable security and commencement of construction of the required improvements in Subsection G above, may be extended up to three times, by the City Manager only upon forms and terms approved by the City Council. Each extension shall be for a period not to exceed one year. However, the City Council may grant additional time extensions, as it deems appropriate, for substitution of acceptable security and commencement of construction of the required improvements pursuant to agreements secured either by (i) lien agreements executed at the time of recordation of the map, or (ii) lien agreements substituted for an existing security furnished under Section 16.60.010. For each extension of time under this subsection, the land divider shall provide a title insurance policy and current title report from a title company approved by the City that the documents that the land divider is the record owner of the real property to be divided and the real property to be divided is not subject to any mortgages, deeds to trust, or judgment liens. The title insurance policy and title report shall be issued within the 60 days prior to request for an extension of time.
- I. No individual lots may be sold while the lien agreement is in place. However, fee title to the entire property encumbered by the lien agreement or to all lots designated on any individual final map which is encumbered by the lien agreement, may be sold in the aggregate to a single purchaser, provided that the proposed purchaser shall, prior to assuming title to the property, execute a new subdivision improvement agreement, and either (i) execute a new lien agreement in a form acceptable to the City which will encumber the property to be conveyed, specifying the respective obligations of the owner of property subject to the original and new lien agreement, or (ii) provide acceptable alternative security for the required improvements to be constructed as a condition to development of the property conveyed, pursuant to Section 16.60.010. Any new lien agreement must require that acceptable security be substituted therefore, and the improvements be substituted therefore, and the improvements secured thereby commenced by the same date provided in the lien agreement with the original owner, unless such date shall be extended by the City Council as provided in subsection H above.
- J. At the time the City Council approves a lien agreement, the land divider shall provide a cash deposit in the amount of \$12,000.00 to the City for the purpose of reverting the property to acreage if the land divider breaches the terms of the lien agreement. In addition, at such time as title to any property subject to a lien agreement shall be conveyed, the transferee thereof, if such transferee executes a new lien agreement to secure construction of the improvements imposed upon such property as described in Subsection I above, shall provide a substitute cash deposit in the amount of \$12,000.00 to the City for the purpose of reverting the property to acreage if the land divider breaches the terms of the lien agreement. Any unused portion of any such deposit shall be refunded to the land divider following completion of such reversion. If the cost of reverting the property to acreage exceed \$12,000.00, the land divider shall pay such additional costs to the City prior to recordation of the reversion to acreage map.

- K. The lien agreement shall only be released upon substitution of acceptable security for the lien agreement under Section 16.60.010 in order to begin construction of the required improvements, or upon recordation of a reversion to acreage map.
- L. In no instance shall the lien agreement compel the City to construct the required improvements.”

**SECTION 5. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause, or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity of effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

**SECTION 6. Effective Date.** This ordinance shall take effect thirty (30) days after its passage by the City Council.

**SECTION 7. Publication.** The City Clerk shall cause this ordinance to be published or posted in accordance with Government Code section 36933.

**PASSED, APPROVED, AND ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Julie Hayward Biggs  
City Attorney

\_\_\_\_\_  
Debbie A. Lee, CMC  
City Clerk

**RECORDING REQUESTED BY  
AND WHEN RECORDED  
PLEASE RETURN TO:**

**Public Works Director  
City of Wildomar  
23873 Clinton Keith Rd.  
Suite 201  
Wildomar, CA 92595**

**Lien Agreement**

**As Subdivision Improvement Security for Tract/Parcel Map**

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING  
INFORMATION**

**NO FEE DOCUMENT**

Government Code §6103

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

**CITY OF WILDOMAR**

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

O.K. to accept: \_\_\_\_\_  
Date: \_\_\_\_\_

ProjectName:  
APN:  
Project No.:

**LIEN AGREEMENT**

THIS LIEN AGREEMENT (“Lien Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF WILDOMAR, a Municipal Corporation of the State of California (“City”) and CADO WILDOMAR LLC, a limited liability company, (“Owner”).

**RECITALS**

A. Owner has applied to City for approval of a Final Map for **Tract/Parcel Map** (Tract/Parcel Map #), referred to herein as “Final Map”, pursuant to City of Wildomar Municipal Code Title 16.60 (“the Subdivision Code”).

B. In order to obtain approval of the Final Map prior to completing all public improvements required by the conditions of approval, Owner is required to enter into an agreement with City entitled “Subdivision Improvement Agreement” to perform certain acts and construct certain improvements under the Subdivision Map Act (Government Code Sections 66410 et seq.).

C. Owner is further required by the Subdivision Improvement Agreement, the Subdivision Code (Section 16.60.030), and the Subdivision Map Act (Gov Code, 66462 and 66499) to provide security satisfactory to the City to secure it’s obligations under the Subdivision Improvement Agreement.

D. City is authorized to accept a lien against the property or other secured interest in real property (a “Lien Agreement”) as security for the Subdivision Improvement

Agreement under the provisions of Government Code Section 66499 (a) (4) and Subdivision Code (Section 16.60.030).

E. In accord with Section 16.60.030(B) Owner represents and warrants that Owner has not sold any of the individual lots in the real property to be divided, as identified on the Final Map.

F. In accord with Section 16.60.030, with the exception of grading commenced pursuant to a valid grading permit, Owner has not commenced to install or construct any of the public improvements required by the Subdivision Improvement Agreement and has not been issued any construction permits, excluding a grading permit, on any of the real property to be divided as identified on the Final Map.

G. In accord with Section 16.60.030, Owner has provided a title insurance policy and current title report from a title company approved by the City and issued within the 60 days prior to the execution of this Lien Agreement that documents that the Owner is the record owner of the real property to be divided as identified on the Final Map and the real property to be divided and is not subject to any mortgages, deeds of trust, or judgment liens.

H. In accord with Section 16.60.030, Owner represents and warrants that, as of the date of recordation of this Lien Agreement, the Owner is the record owner of the real property to be divided as identified on the Final Map and the real property to be divided and is not subject to any mortgages, deeds of trust, or judgment liens .

I. . In accord with Section 16.60.030, City has found and determined that it would not be in the public interest to require the installation of the required improvements sooner than two years after recordation of the Final Map.

J. . In accord with Section 16.60.030, Owner represents and City has confirmed that the Owner has paid all plan check fees and has a deposit based fee account in good standing with the City.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agrees as follows:

#### I. Owner Performance and Obligations

A. Owner hereby grants to City, in accordance with the terms and conditions of this Lien Agreement, a lien upon the property ("Property") described in Exhibit "A" ("Grant Deed"), attached hereto, as security for the following obligations of Owner:

- (1) Construction of the improvements ("Improvements") specified in the Subdivision Improvement Agreement, in the estimated amounts for the purposes specified in Exhibit "B" attached hereto; provided, however, that Owners obligation hereunder shall extend to the actual cost of the

construction of the Improvements, notwithstanding that such costs may exceed the estimate set forth in Exhibit "B"; and

- (2) Payment of the balance of the fees or provision of the improvements or services described in the Subdivision Code (collectively, "Fees"), in the amount required in accordance with Code, as determined appropriate by the Director of Public Works.

This Lien secures that obligation and the remedies provided herein for breach of that obligation.

B. For so long as title to the property remains subject to this Lien Agreement, Owner shall not: (1) request issuance by the Department of Real Estate for the Final Subdivision Public Report for the Property; (2) sell or permit the sale of any lot shown on the Final Map; or (3) commence work on any portion of the Improvements except as necessary to correct or prevent threats to the public health, safety or general welfare with the consent of the City. Notwithstanding the above, fee title to the entire property encumbered by this Lien Agreement or to all lots designated on the Final Map may be sold in the aggregate to a single purchaser, provided that the proposed purchaser, prior to assuming title to the property, executes a new lien agreement or provides acceptable alternative security acceptable to the City and executes a new Subdivision Improvement Agreement with the City.

C. At the time Owner executes this Lien Agreement, Owner shall file with the City a cash deposit in the amount of Twelve Thousand Dollars (\$12,000), to be used by City to reimburse City for any costs which City may incur in processing a reversion to acreage initiated pursuant to this Lien Agreement. Any unused portion of such deposit shall be refunded to Owner following completion of such reversion. If the costs of reverting the Property to acreage exceed \$12,000, Owner shall pay additional costs to City prior to recordation of the reversion of acreage map. The unused portion of this deposit may be applied to the deposit of fees for inspection, tests and other related purposes for the required Improvements upon termination of this Lien Agreement. If the fee title to the entire property encumbered by this Lien Agreement or all lots designated on the Final Map are sold in the aggregate to a single purchaser and the purchaser executes a new lien agreement, the purchaser shall file with City a cash deposit in the amount of Twelve Thousand Dollars (\$12,000) for the purpose of reverting the property to acreage if the purchaser breaches the terms of the lien agreement. Upon receipt of the substitute deposit from the purchaser and execution of the new lien agreement, the original cash deposit will be refunded to Owner, minus Fees still owed to City by Owner.

D. Prior to obtaining a grading permit or commencing the installation and construction of any portion of the Improvements required by the Subdivision Improvement Agreement, Owner shall deposit fees for inspection, tests and other related purposes, and shall substitute other forms of security satisfactory to City in place of this Lien Agreement.

E. Owner also agrees to provide all substitute forms of security in the amounts and for the purposes set forth in the Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the improvements at the time of substitution, as ascertained by City.

F. Owner shall substitute acceptable security for this Lien Agreement and commence to construct the Improvements required by the Subdivision Improvement Agreement within three (3) years following the date of recordation of the Final Map. At its sole discretion, the City may grant three extensions of time in accordance with Section 7.60 of the City's Municipal Code. For each extension of time, Owner shall provide a title insurance policy and current title report from a title company approved by the City, and issued within 60 days prior to the request for an extension of time, that documents that Owner is the record owner of the real property to be divided as identified on the Final Map and the real property to be divided is not subject to any mortgages, deeds of trust, or judgment liens.

G. Owner shall pay the Fees related to the work required by the Subdivision Improvement Agreement for which the Fees are required prior to issuance of any building permit or, if permitted by the City, prior to occupancy.

H. Owner agrees that if suit is brought upon this Lien Agreement, all costs and reasonable expenses and fees incurred by the City in successfully enforcing Owners obligations shall be paid by Owner, including attorneys fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

I. Owner agrees to indemnify, and hold harmless, the City, its officers, employees and agents from any liability whatsoever based or asserted upon any act or omission of Owner, its employees and agents relating to or in any way connected with the accomplishment of work, obligations, or performance of service under this Lien Agreement. As part of the foregoing indemnity, Owner agrees to protect and defend at its own expense, including attorneys' fees, the City, its officers, employees and agents in any legal action based upon such alleged acts or omissions.

## II. City's Performance and Obligations

A. Following (1) City's approval of the substitute forms of security submitted by Owner pursuant to paragraph I (D) hereof, (2) deposit by Owner of fees for inspections, tests and other specific purposes and (3) Owner's payment or other performance of these obligations encompassed by the Fees required by Article X of the Subdivision Code, performance of which are secured by this Lien Agreement, City shall release the Property, from the provisions of this Lien Agreement, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

B. In no instances shall this Lien Agreement compel the City to construct the required Improvements.

### III. Effect of Lien Agreement

A. From the date of recordation of this Lien Agreement, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to discharge all obligations contained in the Subdivision Improvement Agreement and any Fees. Under no circumstances shall the City agree to subordinate the lien.

B. Owner shall have the right to convey or sell fee title to the entire property encumbered by this Lien Agreement, so long as the purchaser agrees in writing to accept and be bound by the terms and provisions of this Lien Agreement, the applicable Subdivision Improvement Agreement, and the Fees, or has provided alternative security acceptable to the City per the Chapter 7.60.010 of the City's Municipal Code. Any new lien agreement entered into by a purchaser of the Property must provide for completion of the Improvements by the same date as is specified herein.

C. This Lien Agreement shall expire upon release of the Property by the City, except that Owner's obligation to commence the improvements within three (3) years from the date of recordation of this Lien Agreement (or such date as may have been extended in accordance with the Subdivision Code), as described in Section I (F) above, shall not expire but shall remain in full force and effect until satisfactory completion of the Improvements in full compliance with the Subdivision Improvement Agreement.

D. Notwithstanding any provisions of the Subdivision Code to the contrary, so long as this Lien Agreement is utilized for security as described herein, the city is not obligated to accept offers of dedication for street or drainage purposes on the property.

### IV. Events of Default

Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

A. Failure by owner to deposit fees for inspections, tests and other specified purposes or to substitute other forms of security satisfactory to City within the time allotted and as prescribed by this Lien Agreement.

B. Commencement of any work on the Improvements by Owner, it' agents or employees, prior to substitution of acceptable security with the City in place of this Lien Agreement except as specifically authorized by City to correct or prevent threats to public health, safety or general welfare.

C. Failure by Owner to substitute acceptable security for this Lien Agreement and commence construction of the Improvements described in the Subdivision Improvement Agreement within the time allotted and as prescribed by this Lien Agreement.

D. Failure by Owner to pay Fees described in Section I (A) (2), above, at the time required herein.

E. Filing of any proceedings or action by or against Owner to declare Owner bankrupt or to appoint a receiver or trustee for Owner or to make an assignment for the benefit of creditors or to do anything else of a similar nature or purpose under any state or federal bankruptcy or insolvency laws, if such proceedings or actions are not discharged within (60) days.

F. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within 60 days.

G. Sale of any lot shown on the Final Map prior to release of the lien created by this Lien Agreement, except as provided in subparagraph III (B).

H. Request by Owner of issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property.

I. Breach by owner of any other term or condition of this Lien Agreement or the Subdivision Improvement Agreement or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

All References to Owner in this section shall be deemed to include Owner's successors, assignees, and transferees.

#### V. City's Remedies

Upon the occurrence of any of the events described in Section IV, above, City may declare a breach of this Lien Agreement by giving thirty (30) days written notice to Owner, and may, at City's option, exercise any one or more of the following remedies:

A. Pursue any or all if the remedies provided in the Subdivision Improvement Agreement;

B. Enforce this lien by appropriate action in court or as provided by law and in the event of enforcement is by action in court, the Owner agrees that the amount of said lien shall include reasonable attorneys' fees which shall be taxed as a cost in any suit for such enforcement;

C. Estimate the cost of the work required to complete the Improvements, and all fees, and foreclose said lien in said amount;

D. Initiate proceedings for reversion of the real property within the land division to acreage, at the expense of the Owner, in accordance with the provisions of the Subdivision Map Act;

E. Pursue any other remedy, legal or equitable, for the foreclosure of a lien. Owner, its heirs and assigns, shall pay reasonable attorneys' fees to be taxed as cost in said proceedings.

## VI. General Provisions

A. Recordation. This Lien Agreement shall be recorded by City with the County Recorder immediately following execution of this Lien Agreement indexed by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property, pursuant to Government Code Section 66436, acknowledge subordination of their interest of this Lien Agreement.

B. Contingency. This Lien Agreement shall not take effect until it has been approved by the City Council of the City of Wildomar.

C. Entire Agreement. This Lien Agreement together with all exhibits and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written are superseded.

D. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Agreement and the intentions of the parties.

E. Governing Law. This Lien Agreement shall be governed, interpreted, construed, and enforced in accordance with laws of the State of California.

F. Headings. The captions and section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit or effect construction or interpretation of any term or provision hereof.

G. Modification, Waiver. No modification, waiver, amendment or discharge of this Lien Agreement shall be valid unless the same is in writing and signed by all parties.

H. No Other Inducement. The making, execution and delivery of this Lien Agreement by the parties hereto have been induced by no representations, statements, warranties, or agreements other than those expressed herein.

I. Severability. If any term, provision, covenant, or condition of this Lien Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Agreement shall not be effected thereby, and each term, provision, covenant, or condition of this Lien Agreement shall be valid and enforceable to the fullest extent permitted by law.

CITY OF WILDOMAR,  
a Municipal Corporation  
of the State of California

**OWNER:**

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

By: \_\_\_\_\_  
**CITY MANAGER**

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name & Title)

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item #3.4**  
**GENERAL BUSINESS**  
**Meeting Date: February 9, 2011**

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**TO:** Mayor and City Council Members  
**FROM:** Tim D'Zmura, Public Works Director  
**SUBJECT:** Bundy Canyon Road Update

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council receive and file the report.

**BACKGROUND:**

Bundy Canyon Road is a two lane road extending from Mission Trail in the northern portion of the City, eastward to the City of Menifee. Staff has received a significant amount of input from residents regarding the condition of Bundy Canyon Road between I-15 and the City of Menifee. Even prior to the City's incorporation, residents had been discussing the need for improvements to Bundy Canyon Road with the County. Concerns have focused on (1) the condition of the paved surface, (2) the width of the road, (3) the curves in the road, (4) the condition of the striping, and (5) the condition of the shoulders. Given current budget constraints, the City currently performs basic maintenance activities including pothole patching and other minor repairs as needed.

**ANALYSIS**

The County is currently completing an environmental document for a project to widen Bundy Canyon to four lanes with roadside drainage ditches from Cherry Street in Wildomar to I-215 in Menifee. Six lanes and frontage improvements will be constructed on roadway segments that are adjacent to habitat areas. The environmental document is currently scheduled for public circulation in fall 2011. Future funding for this project is included in the Transportation Uniform Mitigation Fee (TUMF). The estimated Bundy Canyon project cost is \$17,000,000, including planning, engineering, right of way, construction, and contingency. Based on Western Riverside Council of Governments' (WRCOG) 2010 Southwest Zone 5-Year Transportation Improvement Program Funded Project Tracking, the only funding currently programmed for this project is \$269,661 in fiscal year 2009/2010 for project approval and environmental documentation. Funding for additional project phases are not identified, therefore the timing for completion of the project is currently unknown. It is also important to note that TUMF funding cannot be used for roadway maintenance activities.

Since significant improvements are not likely to start construction for a number of years, it is appropriate to consider allocating additional funding for interim improvements. Bringing the roadway up to the standard of a new street would likely cost several million

dollars. Given the City's current financial condition, staff is recommending the allocation of an additional, one time \$100,000 for interim improvements. These additional funds would be used to target the following improvements:

- Additional asphalt patching - grind and patch some of worst areas of asphalt in order to improve the roadway surface
- Shoulder improvements - grading the shoulders in critical areas to improve the vehicle recovery area
- Restriping – restriping the entire roadway from I-15 east to the City limit & adjusting the deceleration lane configuration near the entrance to the Farm

**FISCAL IMPACT:**

In order to fund these interim improvements, staff has identified the following options:

1. Reduce the budget for the Unpaved Roadway Capital Improvement Project (CIP), and reallocate that funding for the short term improvements to Bundy Canyon Road. The City programmed \$50,000 in Fiscal Year 2010/2011 for the Unpaved Roadway Enhancement Program CIP. Of this amount, \$46,082.50 is remaining that could be budgeted for Bundy Canyon Road improvements instead. Alternatively, the unexpended balance could be rolled over into the Fiscal Year 2011/2012 budget for the Unpaved Roadway Enhancement Program CIP. To date, the City has received three applications for the Unpaved Roadway Enhancement Program, and two have been deemed complete with a project cost estimate of \$33,000.
2. Utilize the anticipated reimbursement from the Federal Emergency Management Agency (FEMA) to fund these short term improvements to Bundy Canyon Road. In order to pay for storm related cleanup costs from last winter, the street maintenance budget was increased by \$155,000 last year. The City spent \$170,604.35 on this storm related cleanup, then submitted a reimbursement request to FEMA. Using these funds for short term Bundy Canyon Road improvements will reduce the amount of funding available for maintaining other streets.

Submitted by:

Approved by:

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Tim D'Zmura  
Public Works Director

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Frank Oviedo  
City Manager

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item #3.5**  
**GENERAL BUSINESS**  
**Meeting Date: February 9, 2011**

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**TO:** Mayor and City Council Members  
**FROM:** Tim D'Zmura, PE, Public Works Director  
**SUBJECT:** Clinton Keith Bridge Project Update

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council receive and file this report.

**BACKGROUND:**

To improve safety and operation of the interchange in a manner consistent with local planning, the existing Clinton Keith Road/I-15 interchange will be reconstructed and widened as part of a \$25 million County administered capital improvement project. Improvements will include:

- three 12 ft lanes in each direction of travel
- two back-to-back left turn pockets
- 5 ft shoulders and 5ft sidewalks on both sides
- widening and additional lanes at termini of all four on/off ramps
- seismic upgrades to existing structural elements

Plans, specifications and permits are currently being finalized and the project is scheduled for advertising for construction bids this spring. Construction is expected to start late summer/early fall of 2011 and take 16 months to complete.

A detailed project fact sheet has been prepared and is attached to this report.

**FISCAL IMPACTS:**

Project funding amounts to \$23,335,000 through a variety of programs including TUMF Southwest Zone Funds, Southwest Area R & B Benefit Assessment District, Developer in Lieu, DIF AP19 Major Improvement –SW Area and City of Murrietta.

Submitted by:

Approved by:

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Tim D’Zmura  
Public Works Director

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Frank Oviedo  
City Manager

**ATTACHMENTS:**

Clinton Keith Road at Interstate 15 project Fact Sheet

## FACT SHEET

# CLINTON KEITH ROAD AT INTERSTATE 15 Interchange Improvements Project

### Background

The existing Clinton Keith Road/I-15 interchange was constructed in 1979. It is located in the newly incorporated City of Wildomar north of the City of Murrieta in Riverside County. The interchange, being a significant component of this area's traffic circulation system, serves developing areas in the City of Wildomar as well as the City of Murrieta and the unincorporated areas in Riverside County. It is considered the gateway to the new City of Wildomar.

Currently, existing I-15 within the project limits is a six-lane freeway. There is a project in the 2004 Regional Transportation Plan (RTP) that will add a high occupancy vehicle (HOV) lane to I-15 in each direction. Adjacent interchanges on I-15 are at Baxter Road, approximately 1.4 miles to the north and at California Oaks Road, approximately 3.0 miles to the south.

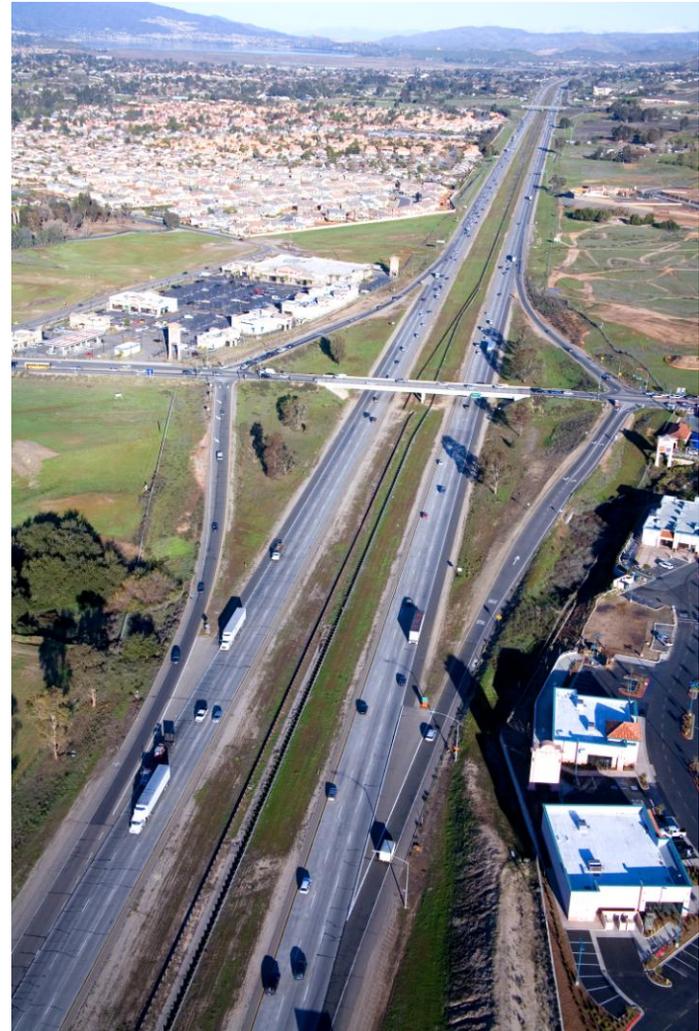
The City of Wildomar and County of Riverside designate Clinton Keith Road within the limits of the project as an Urban Arterial Highway. The existing Clinton Keith Road overcrossing accommodates one lane in each direction plus a back-to-back median left turn lane. Clinton Keith Road west of the interchange has two through lanes in each direction plus a median left turn lane. The eastbound right lane ends as a right turn lane at the southbound on-ramp. Clinton Keith Road east of the interchange has two through lanes in the eastbound direction and one through lane in the westbound direction. An exclusive right turn lane exists in the westbound direction between Arya Drive and the northbound on-ramp.

Over the past ten years, the rapid development of areas surrounding the existing interchange has resulted in a substantial increase in traffic along Clinton Keith Road and congestion at the interchange with I-15. In particular, extensive residential development is occurring along Clinton Keith Road between I-15 and I-215. In addition, a new community college campus is planned north of Clinton Keith Road approximately 0.9 miles east of the interchange, which would further strain the interchange operations. Several smaller projects were implemented between 2000 and 2005 to improve the traffic operations in the interchange and the vicinity until the much needed interchange improvements are constructed. Signals were constructed and the ramps were widened. Roadway widening improvements were constructed on Clinton Keith Road leading up to the interchange. A dedicated right turn lane into the northbound on ramp has been completed.

The purpose of the proposed project is to improve the safety and operation of the interchange and be consistent with local planning.



**Figure 1 – Project Location**



**Figure 2 – I-15 Corridor at Clinton Keith Road**



**Figure 3 – Clinton Keith Road at I-15 (Looking East)**



**Figure 4 – Existing Clinton Keith Road Overcrossing**

## **Purpose and Need**

The current interchange has several limitations and deficiencies associated with its layout. The Clinton Keith Road overcrossing is a constriction point along Clinton Keith Road since the overcrossing accommodates only one lane in each direction with a single lane left turn pocket. The City of Wildomar and County of Riverside plan for Clinton Keith Road to be a six-lane arterial east and west of the interchange area, which will increase the constriction at the interchange.

There is significant congestion during peak hours of traffic. The Interchange capacity is exceeded. By 2030, the average daily traffic (ADT) volumes for I-15, the interchange ramps, and Clinton Keith Road are expected to increase substantially. This increasing demand for freeway access at Clinton Keith Road is causing, and will continue to cause, significant congestion at the intersections of ramp termini with Clinton Keith Road and other elements of the interchange. The increase in traffic volumes will worsen the intersection operations, resulting in levels of service (LOS) F. In many areas, there are no shoulders on Clinton Keith Road and the ramps. In addition, due to the limited capacity of the ramps, traffic on the exit ramps will back up onto the freeway during peak hours.

The proposed improvements will construct the Clinton Keith Road in its ultimate condition consistent with the City of Widomar and the County of Riverside General Plan while improving the safety and traffic operations at the interchange with I-15 and reducing congestion along Clinton Keith Road.

## **Brief Chronology and Project Schedule**

On May 4, 2004, Riverside County Board of Supervisors executed an agreement with URS Corporation to provide engineering and environmental services for improving the existing interchange. Since then, the County staff and the Design Consultant have been working in coordination with the City of Widomar and Caltrans for the expeditious delivery of the interchange improvement project.

The no-build and three build alternatives were evaluated as part of the Project Study Report (PSR), which was approved on February 8, 2007. The Project Report (PR), which refines the scope, schedule, and cost of improvements for the preferred alternative was approved on December 21, 2009 along with the Environmental Document clearing the project for construction.

Currently, the project team is finalizing the Plans, Specifications, and the Estimate (PS&E) along with the permits to advertise the project in summer of 2011. The right of way required to construct the improvements has been obtained effective January 7, 2011 and the coordination with the utility companies are expected to be finalized in April 2011 to certify the right of way for construction.

The construction is expected to start late summer/early fall of 2011 and take 16 months to complete.

## **Environmental Considerations**

This project is subject to environmental review under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). In compliance with CEQA, this project has been determined to be eligible for a Mitigated Negative Declaration (MND). The MND has been prepared in accordance with Caltrans's environmental procedures, as well as State and Federal environmental regulations. The project is a Categorical Exclusion (CE) under NEPA pursuant to the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Section 6005.

The project does not impact wetlands nor encroach on base floodplains. The most substantial environmental issue for this project is the jurisdictional drainage feature in the southwest quadrant of the interchange. Measures taken to minimize impacts are discussed in detail in the approved Environmental Document.

Pre-construction biological surveys will be conducted consistent with the Western Riverside Multi-Species Habitat Conservation Plan. Noise minimization measures will be implemented during construction to reduce construction noise impacts to surrounding areas. A Storm Water Pollution Prevention Plan will be prepared prior to construction to protect water resources and reduce or eliminate construction-related erosion, siltation and pollutant runoff.

The proposed Build alternative is fully compatible with the design concept and scope described in the current RTP, which has been determined to conform to the SIP for air quality.

The proposed improvements include the construction of sidewalk on both sides of Clinton Keith Road and curb ramps where crosswalks are proposed. The improvements will provide pedestrians and persons with disabilities access through the project area.

Implementation of the Build alternative will not result in any long-term adverse effects upon the minority, low-income or surrounding neighborhoods or communities. The proposed I-15/Clinton Keith Road interchange project is supported by the local community and the agencies involved. There has been no negative feedback from the local community to date.

## **Traffic**

A Traffic Impact Analysis Report was prepared for the I-15/Clinton Keith Road interchange. The traffic study area includes the existing interchange (northbound and southbound ramps) plus adjacent intersections to the west (at Hidden Springs Road) and east (at Arya Drive and George Avenue) of the interchange, and the existing adjacent interchanges along I-15 at Baxter Road and California Oaks Road. The report documents existing conditions, opening year conditions, Year 2030 conditions without proposed improvements (i.e., No Build alternative), and Year 2030 conditions with proposed improvements (i.e., Build alternative). The Traffic Impact Analysis Report was approved on February 26, 2008 and a Supplemental Traffic Impact Analysis Report was approved on April 2, 2009. An exception to the 20-year design period was approved by the District Director on April 15, 2009. Therefore, 2030 remains as the design year.

Table 1 summarizes the existing and future traffic data for I-15.

<b>I-15 Traffic Data</b>	<b>Existing (2009)</b>	<b>No Build (2030)</b>
Annual Average Daily Traffic (AADT)	132,000	136,585
Peak Hour	10,040	12,945
Peak Hour Directional Split	52/48	50/50
% of Trucks	9%	9%

**Table 1 - I-15 Traffic Data**

A traffic analysis was performed to quantify the existing and future traffic demand and resulting congestion delay anticipated at the interchange. Table 2 presents the predicted LOS for each of the studied intersections under the existing condition and the future No Build condition.

<b>Intersection</b>	<b>Existing (2009)</b>		<b>2030 No Build</b>	
	<b>AM</b>	<b>PM</b>	<b>AM</b>	<b>PM</b>
Hidden Springs Rd/Clinton Keith Rd	B	B	F	F
I-15 SB Ramps/Clinton Keith Rd	B	C	F	F
I-15 NB Ramps/Clinton Keith Rd	B	C	F	F
Arya Rd/Clinton Keith Rd	B	B	D	F
George Ave/Clinton Keith Rd	B	B	B	C

**Table 2 - Peak Hour Intersection LOS – 2030 No Build**

Table 2 indicates many of the intersections are projected to operate poorly (LOS F) during the 2030 No Build scenario. The existing intersections are beginning to degrade from a LOS standpoint and although not represented in the table, existing queuing at the interchange is extensive.

With the proposed improvements, Clinton Keith Road would be widened to accommodate three through lanes in each direction. In addition to the through lanes, the ramp termini intersections are widened for turn lanes along Clinton Keith Road and the on and off-ramp approaches. The analysis assumes for a second westbound to southbound left turn lane would be built at the Hidden Springs Road/Clinton Keith Road intersection by the developer of that parcel as a condition of approval for the development. As shown in Table 3, these improvements result in significant improvement of the intersection levels of service compared to the No Build condition.

Intersection	2030 No Build		2030 Build Alternative	
	AM	PM	AM	PM
Hidden Springs Rd/Clinton Keith Rd	F	F	C	D
I-15 SB Ramps/Clinton Keith Rd	F	F	B	C
I-15 NB Ramps/Clinton Keith Rd	F	F	B	C
Arya Rd/Clinton Keith Rd	D	F	C	D
George Ave/Clinton Keith Rd	B	C	B	B

**Table 3 - Peak Hour Intersection LOS**

**Proposed Engineering Features**

The proposed project improves the interchange utilizing the existing diamond interchange configuration. The ramps will be reconstructed to connect with the widened cross section of Clinton Keith Road. Due to heavy traffic volumes, both the northbound and southbound off-ramps will have a two-lane exit with a 1300 ft auxiliary lane in advance of the divergence point. The northbound off-ramp will widen to three lanes at the terminus. The southbound off-ramp will widen to four lanes at the terminus. The on-ramps will have three lanes from Clinton Keith Road to the ramp metering limit line. After the limit line, the ramp would drop to one lane at the ramp convergence point. Again, due to heavy traffic volumes, both the northbound and southbound on-ramps would have a 1000 ft auxiliary lane beyond the ramp convergence point. The on-ramps would have ramp metering and one of the three lanes prior to the limit line would be an HOV preferential lane.

In between the northbound and southbound ramp termini, Clinton Keith Road will be widened to accommodate three 12 ft lanes in each direction, two back-to-back 12 ft left turn pockets with a 4 ft striped median, 5 ft outside shoulders and 5 ft sidewalk on both sides. East and west of the interchange, Clinton Keith Road would consist of three through lanes in each direction plus an exclusive right turn pocket accessing the on-ramps. Clinton Keith Road striping would need to transition into the adjacent existing cross sections.

Due to the high volumes on I-15, the pavement for the mainline auxiliary lanes, ramps and shoulders will have a 40-year design life. The existing overcrossing will be widened on both sides to accommodate the proposed improvements. The existing columns will be retrofitted utilizing steel jackets and the widened structure will be in full compliance with the latest Caltrans seismic design criteria.

Pedestrian access, both during construction and after construction, has been considered during development of this project. Sidewalks have been provided on both sides of Clinton Keith Road for pedestrian use. In addition, the pedestrian access across the Clinton Keith Road overcrossing will be maintained throughout construction. Curb

ramps will be provided at all applicable locations within the project limits. Although Clinton Keith Road in this area is not a designated bike route in the County of Riverside General Plan, 5 ft shoulders are included in the improvements which will provide room for bicyclists.

Clinton Keith Road or the interchange ramps will not be fully closed during construction; therefore, emergency vehicles will not be significantly delayed during construction.

### **Utility and Other Owner Involvement**

Existing utilities are primarily located east of the existing northbound ramp terminal intersection. The existing utilities include the following:

Southern California Edison – Electric  
Verizon – Communication  
Comcast – Cable Television  
Southern California Gas  
Elsinore Valley Municipal Water District – Water  
Elsinore Valley Municipal Water District – Sewer

The proposed interchange improvements are not anticipated to have significant impacts to existing utilities. Some minor relocations will be performed.

### **Project Costs**

Based on the Engineer’s Estimate from 95% PS&E, the latest project cost breakdown is as follows:

• Preliminary Survey	\$ 180,000
• Environmental Document	\$ 848,000
• Design Engineering	\$ 1,919,000
• Right of Way	\$ 1,000,000
• Utility Relocations	\$ 75,000
• Construction	\$18,550,000
• Construction Engineering	\$ 2,230,000
• Construction Survey	\$ 550,000

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<b>TOTAL</b>	<b>\$25,352,000</b>
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### **Project Funding**

Project development support, right of way and construction costs for this project are anticipated to be funded entirely by local funding programs. Fee programs that are planned to fund improvements to Clinton Keith Road and the interchange at I-15 include the Transportation Uniform Mitigation Fee (TUMF) program and the Southwest Road and Bridge Benefit District (RBBB) Zone A program. Other funding sources include the Development Impact Fee (DIF) program and the City of Murrieta.

The breakdown is as follows:

• TUMF Southwest Zone Funds	\$ 7,800,000
• Southwest Area R & B Benefit District	\$ 9,500,000
• Developer in Lieu Funds	\$ 35,000
• DIF AP19 Maj. Imp. Funds – SW Area	\$ 4,000,000
• City of Murrieta	\$ 2,000,000

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<b>TOTAL</b>	<b>\$23,335,000</b>
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