

CITY OF WILDOMAR CITY COUNCIL
AGENDA

6:30 P.M. – REGULAR MEETING

JUNE 8, 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 June 8, 2011

ORDER OF BUSINESS: Public sessions of all regular meetings of the City Council begin at 6:30 P.M. Closed Sessions begin at 5:30 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. 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 – REGULAR SESSION - 6:30 P.M.

ROLL CALL

FLAG SALUTE

PRESENTATIONS

Certificate of Appreciation
Postal Worker Lori Allen
Post Master Faye Dolias

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 Warrant and Payroll Registers

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

1. Warrant Register dated May 26, 2011, in the amount of \$302,989.90;
2. Warrant Register dated June 2, 2011, in the amount of \$46,509.13; and
3. Payroll Register dated June 2, 2011, in the amount of \$19,853.95.

1.3 Authorization of Annual Rate Adjustment for Waste Management

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, AUTHORIZING THE ANNUAL RATE ADJUSTEMENT TO FEES RELATED TO WASTE MANAGEMENT COLLECTION SERVICES

2.0 PUBLIC HEARINGS

2.1 Fiscal Year 2011/12 Budget Adoption

RECOMMENDATION: Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A BUDGET FOR FY 2011-12

2. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, RATIFYING THE PROVISIONAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2011-12

2.2 Traffic Offender Fund Fee

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, SETTING A VEHICLE IMPOUND ADMINISTRATIVE FEE

2.3 Zoning Ordinance Amendment No. 11-01 - Rear Yard Setback Requirement for Detached Accessory Buildings in the R-R (Rural Residential) Zone

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

ORDINANCE NO. 2011 - _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION
AND APPROVING ZONING ORDINANCE AMENDMENT NO. 11-01 TO
AMEND SECTION 17.16.020.D.3 OF THE WILDOMAR ZONING
ORDINANCE TO CHANGE THE REQUIRED REAR YARD SETBACK
FOR DETACHED ACCESSORY BUILDINGS IN THE R-R (RURAL
RESIDENTIAL) ZONE FROM 20 FEET TO 10 FEET

3.0 GENERAL BUSINESS

3.1 Parks Update

RECOMMENDATION: Discuss plans regarding the parks.

3.2 Maintenance Agreement for the Water Quality Basin on Parcel 366-210-053 and an Agreement for the Relocation Outside of the Public Right of Way

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to execute the agreements for the maintenance of the water quality basin on parcel 366-210-053; require the relocation outside of the future public right of way; and direct the City Clerk to record said agreements with the Riverside County Recorder's Office.

3.3 Agreement for Police Services to be Provided at No Cost

RECOMMENDATION: Approve the Net Savings Agreement with the County of Riverside to provide law enforcement services without cost up to a maximum dollar value to assure compliance with revenue neutrality laws relating to the incorporation of the City of Wildomar.

3.4 Designating the Time, Date, and Location of City Council Meetings

RECOMMENDATION: That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING AND REPLACING SECTION 3 OF RESOLUTION NO. 2011-05 IN REGARDS TO DESIGNATING THE TIME, DATE, AND LOCATION OF CITY COUNCIL MEETINGS

3.5 City Council Goals Approval

RECOMMENDATION: Staff recommends that the City Council approve the goals as outlined from the January 8, 2011, Council norming and goal setting session.

3.6 Wildland Fire Protection Agreement

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, APPROVING THE AGREEMENT WITH CALFIRE FOR THE WILDLAND FIRE PROTECTION SERVICES

CITY MANAGER REPORT

CITY ATTORNEY REPORT

COUNCIL COMMUNICATIONS

FUTURE AGENDA ITEMS

ADJOURNMENT

2011 City Council Regular Meeting Schedule

June 22	October 12, 26
July 13, 27	November 9, 23
August 10, 24	December 14, 28
September 14, 28	

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 June 3, 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
Agenda Item#1.2
CONSENT CALENDAR
Meeting Date: June 8, 2011

TO: Mayor and City Council Members
FROM: Gary Nordquist, Assistant City Manager
SUBJECT: Warrant and Payroll Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated May 26, 2011, in the amount of \$302,989.90;
2. Warrant Register dated June 2, 2011, in the amount of \$46,509.13; and
3. Payroll Register dated June 2, 2011, in the amount of \$19,853.95.

DISCUSSION:

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

FISCAL IMPACT:

These Warrant 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:

Gary Nordquist
Assistant City Manager

Frank Oviedo
City Manager

ATTACHMENTS:

Voucher List 5/26/2011
Voucher List 6/2/2011
Payroll Warrant Register June 2, 2011

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200518	5/26/2011	000031 AFLAC, REMITTANCE PROCESSING, CE 213864			MEDICAL INSURANCE BENEFITS N	475.45
					Total :	475.45
200519	5/26/2011	000080 BURKE, WILLIAMS AND SORENSON,, LL 145982			LEGAL FEES APR 2011	21,080.27
					Total :	21,080.27
200520	5/26/2011	000081 CALIFORNIA BUILDING STANDARDS, CC 5311			BSAF REVOLVING FUND FEES	37.68
					Total :	37.68
200521	5/26/2011	000028 CALPERS	404		MEDICAL PREMIUM JUN 2011	6,407.79
					Total :	6,407.79
200522	5/26/2011	000149 COUNTY OF RIVERSIDE	5211		ANIMAL SHELTER MISC. EXPENSE	2,251.93
					Total :	2,251.93
200523	5/26/2011	000046 COUNTY OF RIVERSIDE, DEPT ENVIROT 51111			ENV HEALTH SRVCS JAN - MAR 20	515.10
					Total :	515.10
200524	5/26/2011	000047 COUNTY OF RIVERSIDE, SHERIFF'S DEI SH0000016525			CONTRACT LAW ENF. 2/10-3/9/11	260,219.54
					Total :	260,219.54
200525	5/26/2011	000082 DEPARTMENT OF CONSERVATION, DIVI: 5311			SMIP FEES JAN - MAR 2011	164.38
					Total :	164.38
200526	5/26/2011	000022 EDISON	51711		ELECTRICAL SERVICES 3/18-5/16/11	3,942.67
					Total :	3,942.67
200527	5/26/2011	000077 EXEC-U-CARE	51911		MEDICAL INSURANCE JUN 2011	1,003.97
			51911		MED INS. PREM CREDIT FARNHAM	-125.00
			51911		MED INS. PREM CREDIT FARNHAM	-125.00
					Total :	753.97
200528	5/26/2011	000197 GOVERNMENT FINANCE OFFICERS, AS: 52611			2005 GAAFR PUBLICATION	127.00
					Total :	127.00
200529	5/26/2011	000049 NORTH COUNTY TIMES	2290508		PUBLIC HEARING NTCE- FY11/12 B	65.12

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200529	5/26/2011	000049	000049 NORTH COUNTY TIMES	(Continued)		Total : 65.12
200530	5/26/2011	000280	TRAILER FACTORY OUTLET	62411	0000013 CERT TRAILER	6,949.00
						Total : 6,949.00
13 Vouchers for bank code : wf						Bank total : 302,989.90
13 Vouchers in this report						Total vouchers : 302,989.90

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200531	6/2/2011	000033 AMERICAN FORENSIC NURSES	59884 59900		BLOOD DRAW BLOOD DRAW	41.08 82.16 Total : 123.24
200532	6/2/2011	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	APR11 APR11A		ANIMAL CONTROL SRVCS APR 201 SHELTERING SRVCS APR 2011	5,600.00 8,055.00 Total : 13,655.00
200533	6/2/2011	000008 AT&T MOBILITY	05282011		COUNCIL PHONES 4/21-5/20/11	180.80 Total : 180.80
200534	6/2/2011	000282 BOLENBAUGH, JAMES R.	6111		10-0136 REFUND- OVERCHARGE C	223.50 Total : 223.50
200535	6/2/2011	000028 CALPERS	0520110 0520114		CITY COUNCIL CONTRIB 5/1-5/31/1 CONTRIBUTIONS 5/9/11-5/22/11	305.41 3,138.37 Total : 3,443.78
200536	6/2/2011	000043 CHENG, MISTY	5/31/2011		ACCOUNTING SRVCS MAY 2011	9,540.00 Total : 9,540.00
200537	6/2/2011	000047 COUNTY OF RIVERSIDE, SHERIFF'S DEI	SH00000303500-1		LIVE SCAN APP 4/6/11 DANCE STUI	32.00 Total : 32.00
200538	6/2/2011	000002 CRYSTAL CLEAN MAINTENANCE	603		CITY HALL JANITORIAL SRVCS JUN	698.00 Total : 698.00
200539	6/2/2011	000012 ELSINORE VALLEY MUNICIPAL, WATER	4938828 4938829 4938830		HERITAGE WATER SRVCS 4/13-5/11 MARNA WATER SRVCS 4/13-5/18/11 MARNA WATER SRVCS 4/13-5/18/11	317.81 69.41 3,370.72 Total : 3,757.94
200540	6/2/2011	000147 MARATHON REPROGRAPHICS	63314		CITY LIMITS MAP	888.49 Total : 888.49
200541	6/2/2011	000004 NAPLES PLAZA, LTD-OAK CREEK II, C/O	6111		CITY HALL LEASE JUN 2011	10,114.56

vchlist
06/02/2011 2:31:31PM

Voucher List
City of Wildomar

Page: 2

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200541	6/2/2011	000004	000004 NAPLES PLAZA, LTD-OAK CREEK II, (Continued)			Total : 10,114.56
200542	6/2/2011	000283	RIVERSIDE COUNTY CLERK	6111	NOTICE OF EXEMPTION ZOA 11-01	64.00
						Total : 64.00
200543	6/2/2011	000242	SWRCB FEES	53111	NOI FILING FEE - SIDEWALKS TO S	317.00
						Total : 317.00
200544	6/2/2011	000006	WELLS FARGO PAYMENT REMITTANCE, 07256224		NON-DEPARTMENTAL CONFERENC	19.99
			41911		2011 TEMECULA STATE OF THE CI	240.00
			42011		COUNCIL CHAMBERS SUPPLIES	30.43
			42111		FIRE STATION EXPENSES	33.51
			42211		OFFICE SUPPLIES	33.46
			42211		FINANCE DEPT. OFFICE SUPPLIES	24.95
			42211A		OFFICE SUPPLIES	81.86
			42611		WINDSONG WATER SRVCS 4/28/11	90.77
			42611		COUNCIL CHAMBER SUPPLIES	23.82
			428		REFUND FOR ITEM OUT OF STOCK	-134.86
			42811		ECONOMIC DEVELOPMENT SUPPL	6.18
			51111		CITY COUNCIL MEETING SUPPLIES	65.25
			51111		OFFICE SUPPLIES	74.72
			51211		CITY COUNCIL PARSAC MTNG TRA	347.40
			51311		QUICKBOOKS ONLINE SUBSCRIPT	20.97
			51411		COMMUNITY CLEAN UP SUPPLIES	30.50
			51411		CITY MANAGER MEETING SUPPLIE	51.80
			51511		OFFICE SUPPLIES	85.78
			51811		GRAFFITI REMOVAL SUPPLIES	9.94
			51911		CITY MANAGER MEETING SUPPLIE	48.03
			51911		CITY MANAGER MEETING SUPPLIE	38.85
			51911		CITY MANAGER MEETING SUPPLIE	76.56
			5211		OFFICE SUPPLIES	49.16
			5239		EMERGENCY OFFICE CENTER SUI	1,320.64
			531		WRCOG 20TH ANNUAL GENERAL A	300.00
			5311		NON-DEPARTMENTAL OFFICE SUP	300.05
			5448		FIRE STATION EXPENSES	94.16
			5511		GRAFFITI REMOVAL SUPPLIES	17.86
			5511		NON-DEPARTMENTAL OFFICE SUP	92.79

Page: 2

vchlist
06/02/2011 2:31:31PM

Voucher List
City of Wildomar

Page: 3

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200544	6/2/2011	000006	WELLS FARGO PAYMENT REMITTANCE, (Continued) 5611 8931349		CITY CLERK SHIPPING REFUND FOR OVERCHARGE ON #	10.95 -14.70
					Total :	3,470.82
					14 Vouchers for bank code : wf	Bank total : 46,509.13
					14 Vouchers in this report	Total vouchers : 46,509.13

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City of Wildomar
Payroll Warrant Register
May 25, 2011

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
5/13/2011	Payroll People	4/23-5/06/11 Staff	17,577.93
		TOTAL	17,577.93

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.3
CONSENT CALENDAR
Meeting Date: June 8, 2011

TO: Mayor and City Council Members

FROM: Gary Nordquist, Assistant City Manager

SUBJECT: Authorization of Annual Rate Adjustment for Waste Management

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, AUTHORIZING THE ANNUAL RATE ADJUSTEMENT TO FEES
RELATED TO WASTE MANAGEMENT COLLECTION SERVICES

BACKGROUND/DISCUSSION:

As a condition of the Agreement between the City and Waste Management for city-wide solid waste and recycling services, Waste Management can request changes to their fee schedule on an annual basis, however, those changes must be approved by the City Council.

City staff has received such a request from Waste Management on May 12, 2011 for an annual Consumer Price Index (CPI) increase of 1.33%, as noted in the attached Exhibit A, will be applied to the current fees as is permitted by agreement. This adjustment is minor, increasing residential rates an average of \$0.18 per month and commercial / industrial ranging from \$0.90 to \$13.09 per month depending on service needs. The CPI increase does not require City Council approval as it is considered in the contract to be a pass-through fee that the waste hauler is entitled to on an annual basis.

FISCAL IMPACTS:

Estimated fiscal impact to the City is less than \$100.00 for FY 2011/12. Annual impact to the residents of the City served by this provider is less than \$3.00 per year.

Submitted by:

Approved by:

Gary Nordquist
Assistant City Manager

Frank Oviedo
City Manager

ATTACHMENTS:

- A. Resolution authorizing the annual CPI increase for fees
- B. Revised rate schedule Waste Management

Attachment

A

RESOLUTION NO. 2011 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING THE ANNUAL RATE ADJUSTEMENT TO FEES
RELATED TO WASTE MANAGEMENT COLLECTION SERVICES**

WHEREAS, to protect the health and safety of the community, the City of Wildomar contracts with Waste Management for waste hauling services; and

WHEREAS, Waste Management can annually request adjustments to their collection fees over and above the Consumer Price Index (CPI), which is considered a pass-through amount; and

WHEREAS, such requests for additional fees over and above the CPI by Waste Management are subject to the approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDOMAR that the fee increase, as described in Attachment B, is authorized.

PASSED, APPROVED AND ADOPTED this 8th day of June, 2011.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

Attachment B



April 29, 2011

Mr. Gary Nordquist
Assistant City Manager
City of Wildomar
3873 Clinton Keith Rd., Suite 201
Wildomar, CA 92595

RECEIVED

MAY 12 2011

CITY OF WILDOMAR

Re: 2011-2012 Rate Adjustment Request

Dear Gary,

We would like to take this opportunity to thank you in advance for your assistance with the 2010/2011 rate adjustment process. Waste Management respectfully requests your favorable consideration of our annual rate adjustment. Our adjustment request is comprised of the changes in the Consumer Price Index (CPI) and disposal costs.

Based on the current methodology outlined in the agreement, we would like to propose the following adjustments:

Summary of Proposed Adjustments

- **CPI** – The change in the CPI for the effective twelve-month period, December to December, was 1.33%.
- **Disposal Cost** – Riverside County Waste Management has decided to pass on the CPI tipping fee increase this year.

New Program Offering – At Your Door Special Collection Program:

Waste Management would also like to offer the City the value added service of At Your Door, formerly Curbside Inc., for residential customers in the City of Wildomar. This program makes it easy for residents to dispose of and recycle home-generated waste – including household hazardous waste – safely, easily, and responsibly. Our At Your Door Special Collection provides front-porch service to remove the difficult, sometimes hazardous and hard-to-recycle items almost every household accumulates. We will carry away the pesticides, household chemicals, sharps, electronic waste, batteries, fluorescent lamps, automotive waste products (including oil), paints, thinners, and dozens of other items that don't belong with other recyclables or regular curbside pickup – items that, if not handled properly, may be hazardous to people, pets and the environment.

As part of this offering, we can work with the City to customize an At Your Door Special Collection program that best suits your residents' needs while taking current used oil and permanent collection facilities into account. Based on preliminary research, we anticipate the ability to provide the additional service while bringing revenue to the City, all with a minimal increase to the current residential rate.



Thank you in advance for your review and consideration. If you have any additional questions, please contact me at (951) 280-5433.

Sincerely,

A handwritten signature in black ink that reads "Steve Glynn". The signature is fluid and cursive, with the first name being more prominent.

Steve Glynn
Public Sector Services Manager

cc Darrell Kato, Waste Management
Mike Hammer, Waste Management
Sherry Kouba, Waste Management
Lanz Hartfeil, Waste Management

Rate Schedule Effective July 1, 2011

City of Wildomar

	Index Change	Weighting	
Tip Fee Increase	0.00%	0%	0.00%
Fuel Surcharge	0.00%	0%	0.00%
CPI	1.33%	100%	1.33%

	Current Total	Current Service	Adjustment to Service	Current Landfill	Adjustment to Landfill	Adjusted Total
Residential Services						
Regular	\$18.51	\$13.92	\$0.19	\$4.58	\$0.00	\$18.69
Senior	\$17.02	\$13.04	\$0.17	\$4.58	\$0.00	\$17.80
Hard to Service	\$29.56	\$24.98	\$0.33	\$4.58	\$0.00	\$29.89
Extra Container	\$6.48	\$3.02	\$0.04	\$3.46	\$0.00	\$6.52
Green Waste	\$3.72	\$2.49	\$0.03	\$1.23	\$0.04	\$3.80
Other Residential Services						
Back Yard/Side Yard Collection	\$16.10	\$16.10	\$0.21			\$16.31 per month
Extra Recycling Cart	\$2.61	\$2.61	\$0.03			\$2.65 per month
Extra Green Waste Cart	\$5.33	\$5.33	\$0.07			\$5.40 per month
Exchanges (in excess of 1 per year)	\$16.10	\$16.10	\$0.21			\$16.31
Redelivery Fee for Roll Cart	\$20.14	\$20.14	\$0.27			\$20.41
Reinstatement Fee	\$20.14	\$20.14	\$0.27			\$20.41
Scout Service 1.5 times residential rate						
Bulky Item Collection	\$20.14	\$20.14	\$0.27			\$20.41
CFC Removal Fee	\$26.84	\$26.84	\$0.36			\$27.20
Residential clean-up (\$50.00 minimum per below)						
Labcr	\$46.98	\$46.98	\$0.62			\$47.61 per man /per hour
Forklift	\$67.11	\$67.11	\$0.89			\$68.00 per hour
Chainsaw	\$33.56	\$33.56	\$0.45			\$34.01 per hour
Electronic Waste	\$30.56	\$30.56	\$0.41			\$30.97
Residential Account Set Up Fee	\$13.92	\$13.92	\$0.19			\$14.10

Rate Schedule Effective July 1, 2011

City of Wildomar

	Index Change	Weighting	
Tip Fee Increase	0.00%	0%	0.00%
Fuel Surcharge	0.00%	0%	0.00%
CPI	1.33%	100%	1.33%

Commercial and Industrial Services

Bin Size	Frequency	Current Total	Current Service	Adjustment to Service	Current Landfill	Adjustment to Landfill	Adjusted Total
1.5	1	\$60.86	\$67.93	\$0.90	\$12.93	\$0.00	\$81.70
	2	\$161.72	\$135.67	\$1.81	\$26.85	\$0.00	\$183.53
	3	\$242.58	\$203.80	\$2.71	\$38.78	\$0.00	\$245.29
	4	\$323.44	\$271.72	\$3.61	\$51.71	\$0.00	\$327.05
	5	\$404.30	\$339.65	\$4.52	\$64.64	\$0.00	\$408.81
	6	\$485.16	\$407.59	\$5.42	\$77.56	\$0.00	\$490.58
2	1	\$97.65	\$80.42	\$1.07	\$17.24	\$0.00	\$107.45
	2	\$195.31	\$160.83	\$2.14	\$34.48	\$0.00	\$197.45
	3	\$292.96	\$241.25	\$3.21	\$51.71	\$0.00	\$296.17
	4	\$390.62	\$321.67	\$4.28	\$68.95	\$0.00	\$394.90
	5	\$488.27	\$402.08	\$5.35	\$86.19	\$0.00	\$493.62
	6	\$585.93	\$482.50	\$6.42	\$103.43	\$0.00	\$592.34
3	1	\$120.64	\$94.79	\$1.26	\$26.85	\$0.00	\$121.90
	2	\$241.28	\$189.57	\$2.52	\$51.71	\$0.00	\$243.81
	3	\$361.93	\$284.36	\$3.78	\$77.56	\$0.00	\$365.71
	4	\$482.57	\$379.14	\$5.04	\$103.43	\$0.00	\$487.61
	5	\$603.21	\$473.93	\$6.30	\$129.29	\$0.00	\$609.51
	6	\$723.85	\$568.71	\$7.56	\$155.14	\$0.00	\$731.42
4	1	\$153.23	\$118.76	\$1.38	\$34.48	\$0.00	\$154.81
	2	\$306.47	\$237.52	\$2.76	\$68.95	\$0.00	\$309.63
	3	\$459.71	\$356.28	\$4.14	\$103.43	\$0.00	\$464.44
	4	\$612.94	\$475.04	\$5.52	\$137.90	\$0.00	\$619.26
	5	\$766.18	\$593.80	\$7.00	\$172.38	\$0.00	\$774.07
	6	\$919.41	\$712.56	\$8.48	\$206.85	\$0.00	\$928.89
5	1	\$186.17	\$143.08	\$1.90	\$43.09	\$0.00	\$188.07
	2	\$372.33	\$286.14	\$3.81	\$86.19	\$0.00	\$376.14
	3	\$558.50	\$429.22	\$5.71	\$129.29	\$0.00	\$564.21
	4	\$744.66	\$572.29	\$7.61	\$172.38	\$0.00	\$752.27
	5	\$930.83	\$715.36	\$9.51	\$215.45	\$0.00	\$940.34
	6	\$1,116.99	\$858.43	\$11.42	\$258.56	\$0.00	\$1,128.41
6	1	\$215.73	\$164.01	\$2.16	\$51.71	\$0.00	\$217.91
	2	\$431.45	\$328.02	\$4.36	\$103.43	\$0.00	\$435.81
	3	\$647.18	\$492.04	\$6.54	\$155.14	\$0.00	\$653.72
	4	\$862.90	\$656.05	\$8.73	\$206.85	\$0.00	\$871.63
	5	\$1,078.63	\$820.06	\$10.91	\$258.56	\$0.00	\$1,089.53
	6	\$1,294.35	\$984.08	\$13.09	\$310.28	\$0.00	\$1,307.44

Rate Schedule Effective July 1, 2011

City of Wildomar

	Index Change	Weighting	
Tip Fee Increase	0.00%	0%	0.00%
Fuel Surcharge	0.00%	0%	0.00%
CPI	1.33%	100%	1.33%

Commercial and Industrial Services

	Current Total	Current Service	Adjustment to Service	Current Landfill	Adjustment to Landfill	Adjusted Total
Roll off						
10 to 40 cubic yard	\$246.76	\$246.76	\$3.28	\$0.00	\$0.00	\$250.04 per pull plus disposal
Roll off compactor:	\$352.72	\$352.72	\$4.89	\$0.00	\$0.00	\$357.41 per pull plus disposal
Minimum Pull Charge	\$224.58	\$224.58	\$2.99	\$0.00	\$0.00	\$227.57
Commercial Bin Push Charges						
Dismount Distance (in feet)						
0 to 25'	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 Per collection per week
26 to 50	\$9.69	\$9.69	\$0.13	\$0.00	\$0.00	\$9.82
51 to 75	\$12.46	\$12.46	\$0.17	\$0.00	\$0.00	\$12.63
76 to 100	\$13.85	\$13.85	\$0.18	\$0.00	\$0.00	\$14.03
Additional Roll off fees						
Delivery	\$81.71	\$81.71	\$1.09	\$0.00	\$0.00	\$82.80
Extra Trip	\$81.71	\$81.71	\$1.09	\$0.00	\$0.00	\$82.80
Relocation	\$81.71	\$81.71	\$1.09	\$0.00	\$0.00	\$82.80
Commercial Bulky Item Service						
first item	\$34.62	\$34.62	\$0.46	\$0.00	\$0.00	\$35.08
second and third item	\$20.77	\$20.77	\$0.28	\$0.00	\$0.00	\$21.05
Unscheduled Extra Bin Dumps						
While on Site	\$47.02	\$40.04	\$0.53	\$6.98	\$0.00	\$47.55
Separate Trip	\$67.79	\$60.81	\$0.81	\$6.98	\$0.00	\$68.60
Unscheduled Compactor Dumps	\$88.54	\$88.54	\$1.18	\$0.00	\$0.00	\$89.71
Commercial Can	\$41.12	\$39.43	\$0.52	\$1.59	\$0.00	\$41.65 per month
Temporary Bin Service						
Up to Three (3) days:	\$102.28	\$95.30	\$1.27	\$6.98	\$0.00	\$103.55 Total 1 empty
Up to Thirty (30) days:	\$270.63	\$242.72	\$3.23	\$27.92	\$0.00	\$273.86 Total 4 empties
Temporary Bin Service						
Additional Scout Service	\$69.25	\$69.25	\$0.92	\$0.00	\$0.00	\$70.17 Per month per bin
Bin Exchange (in excess of 1 per year)						
Lost or Stolen Bin	\$81.72	\$81.72	\$1.09	\$0.00	\$0.00	\$82.81
Lost or Stolen Cart	\$692.46	\$692.46	\$9.21	\$0.00	\$0.00	\$701.67
Lost or Stolen Cart	\$110.79	\$110.79	\$1.47	\$0.00	\$0.00	\$112.27
Burned Bin	\$387.78	\$387.78	\$5.16	\$0.00	\$0.00	\$392.94
Bin or Cart Repair actual cost						
Locking Lids	\$16.62	\$16.62	\$0.22	\$0.00	\$0.00	\$16.84 per month
Replacement Lock	\$34.62	\$34.62	\$0.46	\$0.00	\$0.00	\$35.08
Replacement Key	\$6.92	\$6.92	\$0.09	\$0.00	\$0.00	\$7.02
Haul or Call Fee	\$25.46	\$25.46	\$0.34	\$0.00	\$0.00	\$25.80 New fee
Tire Haul Charge	\$356.41	\$356.41	\$4.74	\$0.00	\$0.00	\$361.15 New fee
Restart Fees - Administrative bin on site	\$20.77	\$20.77	\$0.28	\$0.00	\$0.00	\$21.05
Restart Fees - Includes bin redelivery	\$103.87	\$103.87	\$1.38	\$0.00	\$0.00	\$105.25
"Over Loaded Bin" Fee	\$34.62	\$34.62	\$0.46	\$0.00	\$0.00	\$35.08 per bin
Residential account set up fee	\$29.00	\$29.00	\$0.39	\$0.00	\$0.00	\$29.39

Rate Schedule Effective July 1, 2011

City of Wildomar

	Index Change	Weighting	
Tip Fee Increase	0.00%	0%	0.00%
Fuel Surcharge	0.00%	0%	0.00%
CPI	1.33%	100%	1.33%

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: June 8, 2011

TO: Mayor and City Council
FROM: Gary Nordquist, Assistant City Manager
SUBJECT: Resolution Adopting the FY 2011-12 Budget

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council take the following action:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING A BUDGET FOR FISCAL YEAR 2011-12

2. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING THE
APPROPRIATIONS LIMIT FOR FISCAL YEAR 2011-12

BACKGROUND:

The City of Wildomar must adopt a budget that appropriates revenues and expenditures allowing the City to receive funds and make expenditures to conduct the business of the City as of July 1, 2011. The proposed budget includes both the General Fund and Non General Funds as identified in the document.

DISCUSSION: The Budget documents have been prepared with consideration the economy, the city's revenue base and the services levels of the city. With consideration to the current downward condition of the economy, the proposed city budget is based on conservative estimates for economic recovery in the 2013-14 time frames. This approach has given to funding the core service levels of the city services while maximizing partnerships for future opportunities. The result of this mix is a balanced general fund budget with a 12.8% reserve.

As part of the budget process, a Gann Limit needs to be approved. Article XIII-B of the California State Constitution places limits on the amount of revenue that can be spent by all entities of government. It is the responsibility of the City to calculate the annual

appropriations limit. The previous fiscal year's limit is increased by a factor based upon the change in the population combined with the change in California per capita personal income. A city may choose its own change in population or that of the county if the county change in population is greater than the City's. Staff recommends the City use the population change that is most favorable to the City. The choice of each of these factors is an annual election. For fiscal year 2009-10, the change in population for the City of Wildomar is 1.017% and the change in population for the County of Riverside is 1.014%.The FY 2009-10 appropriations limit calculation is based on the 1.017% population change. The change in the California per capita personal income was - 2.54%.

For Fiscal Year 2009-10, the estimated proceeds of tax less exclusions (\$5,310,623) are below the estimated provisional appropriations limit of \$13,421,579 by \$8,110,956.

Cities are required to complete an appropriations calculation for each fiscal year. The City's auditors are required to review and approve the appropriations calculation as part of their audit of the City.

The FY10-11 Appropriations Limit is deemed provisional because a permanent appropriation limit shall be approved by the voters of the City at the first election held following the City's first full fiscal year of operation.

FISCAL IMPACTS:

Total appropriations for FY 2011-12 are \$10,498,000. Adoption of this budget gives staff spending authority to continue to conduct the business of the City of Wildomar effective July 1, 2011.

Submitted by:

Approved by:

Gary Nordquist
Assistant City Manager

Frank Oviedo
City Manager

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING THE FY 2011-12 BUDGETED REVENUES AND EXPENSES

WHEREAS, The City of Wildomar Annual Budget for FY 2011-12 has been reviewed and is approved by the Wildomar City Council on June 8, 2011.

City of Wildomar Total City Budgets Summary FY 2011-12									
	Estimated Available Balance 06/30/11	+	Proposed Revenues 2011-12	=	Funds Available 2011-12	-	Proposed Appropriations 2011-12	=	Estimated Available Balance 06/30/12
General Fund	\$ 1,044,914		\$ 8,246,100		\$ 9,291,014		\$ 8,237,900		\$ 1,053,114
									12.8%
Non-General Funds									
Gas Tax/TCRP (prop 42)	\$ 541,392		\$ 1,112,000		\$ 1,653,392		\$ 1,112,000		\$ 541,392
Measure A	512,373		419,000		931,373		413,000		518,373
AQMD	63,486		18,000		81,486		17,800		63,686
LMD 2006-1 (Parks)	-		-		-		-		-
LMD 89-1	-		288,700		288,700		288,700		-
CSA 22	5,534		38,900		44,434		38,900		5,534
CSA 103	104,894		140,000		244,894		199,400		45,494
CSA 142	51,497		28,000		79,497		28,000		51,497
DIF (all)	551,360		42,200		593,560		62,300		531,260
Grant Fund	(37,529)		632,500		594,971		-		594,971
SLESF	-		100,000		100,000		100,000		-
Total Non-General Funds	\$ 1,793,007		\$ 2,819,300		\$ 4,612,307		\$ 2,260,100		\$ 2,352,207
Total City Funds	\$ 2,837,921	+	\$ 11,065,400	=	\$ 13,903,321	-	\$ 10,498,000	=	\$ 3,405,321

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar authorizes the appropriations as listed in the budget table

PASSED, APPROVED AND ADOPTED this 8th day of June 2011.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2011-12

WHEREAS, Constitutional Article XII-B (Propositions 4 and 111) places an appropriations limitation on State and Local Government;

WHEREAS, the permanent FY2009-10 base year appropriations limit of \$7,728,041 for the City was established by a vote of the people on November 2, 2010;

WHEREAS, the appropriations limitation is based on proceeds of taxes adjusted annually from the base year 2011-12 by either the population growth factor for the City of Wildomar or for the County of Riverside, and by either the change in the California Per Capita Personal Income or the change in Non-residential Construction for the City of Wildomar;

WHEREAS, the City has received inflation and population data from the State Department of Finance to calculate the Fiscal Year 2011-12 Appropriations Limit;

WHEREAS, the City Council of the City of Wildomar wishes to select those options providing the greatest ratio of change as shown below:

Change in California per Capita Personal Income <u>(Inflation Factor)</u>	County Population Change <u>(Population Factor)</u>	<u>Factor</u>
2.51	1.0181	1.0436

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar adopts the appropriations limit at \$7,994,171 for Fiscal Year 2011-12, and selects the options for calculation using the population growth of the City of Wildomar and the change in the California per Capita Personal Income.

The City Clerk shall attest and certify to the passage and adoption of this resolution, and it shall become effective immediately upon its approval.

PASSED, APPROVED AND ADOPTED this 8th day of June, 2011.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

FY 2011-12 Proposed Budget

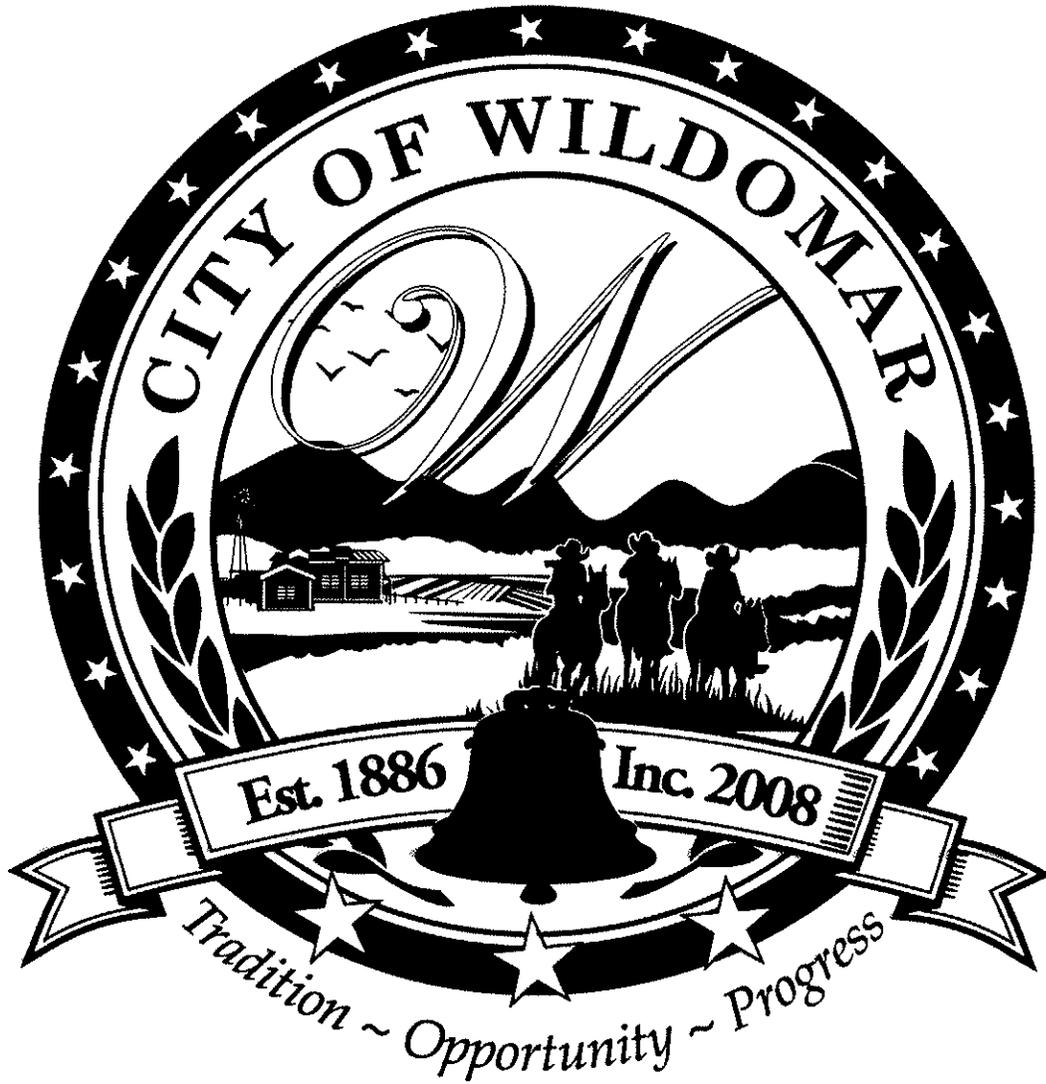


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City Manager's Transmittal

City of Wildomar's Budget:

- ✓ Balanced.
- ✓ Provides Reserves.
- ✓ Foundation for Future Opportunities.

Proposed Fiscal Year 2011/12

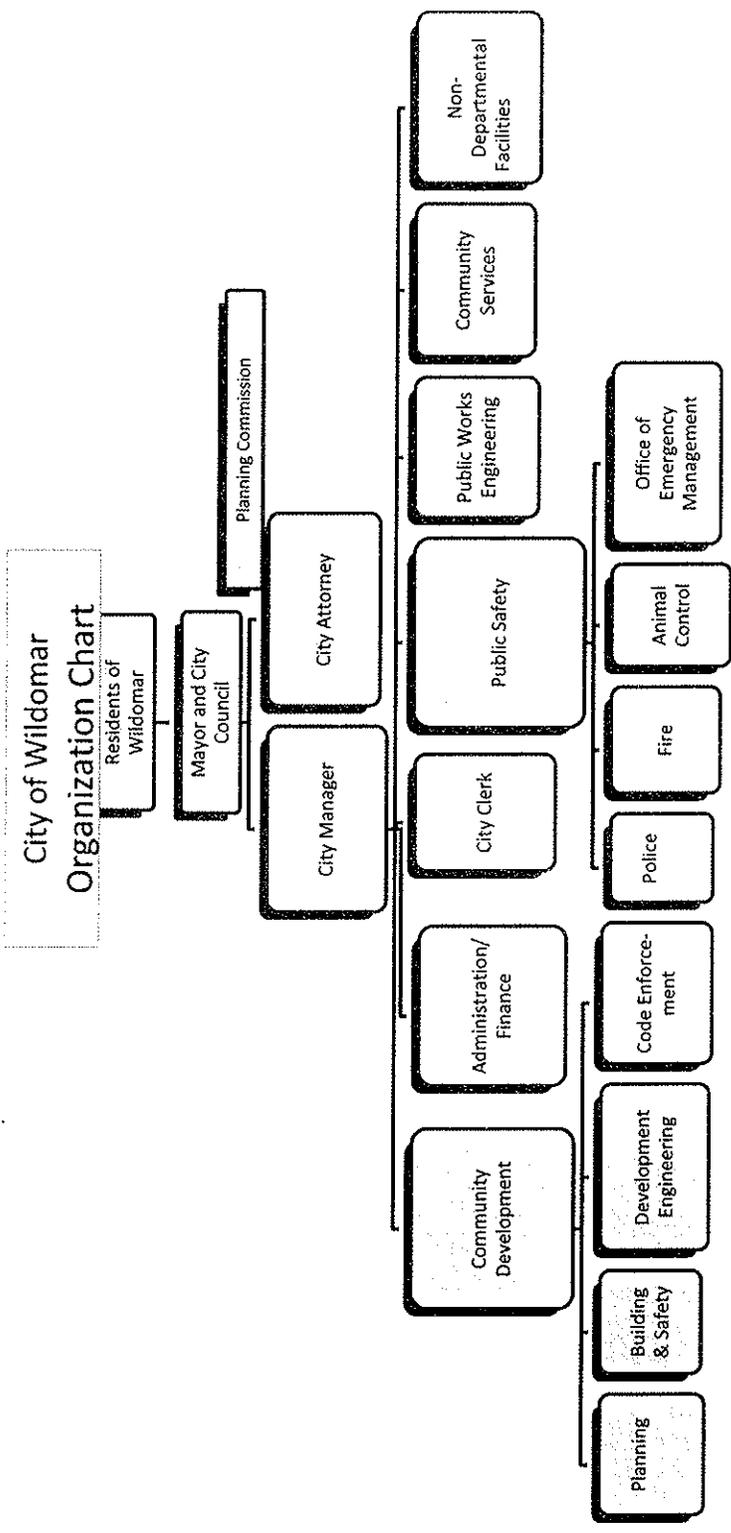
I am pleased to present for your review and consideration the City of Wildomar's Operating and Capital Budgets for FY2011/12. The budgets submitted for your review and discussion have been prepared with consideration to Mayor and Councils directions and input from the residents and businesses within the community.

This Budget has been prepared during the deepest global recession since the Great Depression. Unlike other economic downturns, this current decline has negatively impacted virtually every sector of the business and government community, and most definitely in the southwestern area of Riverside County. This fact is very clearly illustrated by declines in four of the City's major revenue sources – Property Tax, Sales Tax, Development-related revenues, and Motor Vehicle License Fees, which are now forecast at 30% (\$3.9 million) lower than was planned when this City was incorporated July 1, 2008.

The FY 2010/11 mid-year budget forecasted that a downturn in the economic cycle was occurring and slow growth or some contraction would continue over the next several years. It has since become clear that the economic situation began declining earlier and is much worse than originally anticipated. With the worldwide economy worsening, with historically high unemployment, job losses across most major sectors, a crippled housing market, weakening taxable sales and a catastrophic credit market at the heart of the problem. Given these issues and no immediate fix to the problems, staff is forecasting another slight drop in city revenues next year then a leveling out for

a year before growing at a projected 2 % rate. As we are in this situation for several more years, staff continues to look for and implement cost effective solutions with long term impacts. One such solution, funded in this recommended budget, is the addition of city staff in positions where it is cost effective and efficient. The conversion of one part-time position to full time and expanding the duties of another position will result in a true savings of over \$70,000 compared to using outside personnel to continue to perform these services. These types of

When preparing this budget, we primarily focused on the General Fund, where the major revenues and largest portion of the City's personnel cost and contracted services costs are located. The following budget plan will allow the City to live within its means and balance the needs of all stakeholders in the City – citizens, businesses, and staff. It also begins a significant and continuing investment in the future of our community.



City of Wildomar
Total City Budgets Summary
FY 2011-12

	Estimated Available Balance 06/30/11	+	Proposed Revenues 2011-12	=	Funds Available 2011-12	-	Proposed Appropriations 2011-12	=	Estimated Available Balance 06/30/12
General Fund	\$ 1,044,914		\$ 8,246,100		\$ 9,291,014		\$ 8,237,900		\$ 1,053,114
									12.8%
Non-General Funds									
Gas Tax/TCRP (prop 42)	\$ 541,392		\$ 1,112,000		\$ 1,653,392		\$ 1,112,000		\$ 541,392
Measure A	512,373		419,000		931,373		413,000		518,373
AQMD	63,486		18,000		81,486		17,800		63,686
LMD 2006-1 (Parks)	-		-		-		-		-
LMD 89-1	-		288,700		288,700		288,700		-
CSA 22	5,534		38,900		44,434		38,900		5,534
CSA 103	104,894		140,000		244,894		199,400		45,494
CSA 142	51,497		28,000		79,497		28,000		51,497
DIF (all)	551,360		42,200		593,560		62,300		531,260
Grant Fund	(37,529)		632,500		594,971		-		594,971
SLESF	-		100,000		100,000		100,000		-
Total Non-General Funds	\$ 1,793,007		\$ 2,819,300		\$ 4,612,307		\$ 2,260,100		\$ 2,352,207
Total City Funds	\$ 2,837,921	+	\$ 11,065,400	=	\$ 13,903,321	-	\$ 10,498,000	=	\$ 3,405,321

City of Wildomar

Revenue Summary by Fund

Mid Year---Fiscal Year 2010-11

<u>Fund Type & Name</u>	<u>Audited 2008-09</u>	<u>Audited 2009-10</u>	<u>Budgeted 2010-11</u>	<u>Recommend 2011-12</u>
GENERAL FUND				
100 General Fund	\$ 9,483,481	\$ 8,528,058	\$ 8,462,100	\$ 8,246,100
SPECIAL REVENUE FUNDS				
200 Gas Tax/TCRP	1,005,237	996,762	1,281,800	1,112,000
210 AQMD	36,011	35,578	349,000	419,000
201 Measure A	546,084	381,393	17,100	18,000
410-480 Dev. Impact Fee	76,322	551,366	102,500	42,200
250 LMD 2006-1 (Parks)	-	378,934	-	-
251 LLMD 89-1C (St. Lights/Landscape)	-	-	-	288,700
252 CSA 22 (Street Lights)	-	53,714	29,600	38,900
253 CSA 103 (Cervera Lights/Landscape)	-	310,506	140,000	140,000
254 CSA 142 (Street Lights)	-	77,862	32,000	28,000
281 SLESF (Cops Grant)	-	77,862	100,000	100,000
280 Grants	-	-	589,000	632,500
TOTAL SPECIAL REVENUE	<u>\$ 1,663,654</u>	<u>\$ 2,863,977</u>	<u>\$ 2,641,000</u>	<u>\$ 2,819,300</u>
TOTAL	<u>\$ 11,147,135</u>	<u>\$ 11,392,035</u>	<u>\$ 11,103,100</u>	<u>\$ 11,065,400</u>

City of Wildomar
Revenue Comparison
 FY 2011-12 Recommended Budget
General Fund

Code	Description	Audited 2008-09	Audited 2009-10	Budget FY 2010-11	CFA 2011-12	Budget
						Recommended 2011-12
Taxes						
3100	Sales and Use Tax	\$ 855,459	\$ 696,479	\$ 865,700	\$ 1,724,133	\$ 900,000
3101	Sales and Use Tax TFL	440,326	400,428	406,000		300,000
3102	Property Tax in Lieu of Sales Tax		-		574,711	
3105	Property Tax	3,589,773	2,743,768	2,610,000	4,797,802	2,535,000
3110	Property Transfer Tax	130,518	99,456	100,000	190,079	125,000
3120	Franchise Fee - Solid Waste	158,938	173,842	185,000		195,000
3121	Franchise Fee - Electricity	127,629	214,497	218,000		225,000
3122	Franchise Fee - Gas		53,419	57,000		60,000
3123	Franchise Fee - Cable	95,560	89,310	90,000		90,000
3124	Franchise Fee - Telecommunications	138,160	69,754	75,000		75,000
	<i>Franchises - All Per CFA</i>				650,195	
3200	Business Registration Fees	6,390	12,525	11,000		50,000
3230	Develop/Engineering Permits		19,851	1,000		25,000
	Subtotal Taxes	5,542,753	4,573,329	4,618,700	7,936,920	4,580,000
Licenses and Permits						
3210	Planning Fees (Fixed Fee Permits)	289	57,235	30,000	674,278	37,000
3265	Animal Control Fees	26,893	-	-	207,137	90,000
3300	Abandoned Property Registration	1,610	13,960	18,000		15,000
	Subtotal Licenses & Permits	28,792	71,195	48,000	881,415	142,000
Developer Participation						
3260	Private Development Fees	722,887	887,235	715,000		751,000
	Subtotal Developer Participation	722,887	887,235	715,000	-	751,000
Intergovernmental						
3500	Motor Vehicle License Fee	2,555,318	2,226,922	1,915,000	2,919,346	1,782,000
	Subtotal Intergovernmental Revenues	2,555,318	2,226,922	1,915,000	2,919,346	1,782,000
Charges for Services						
3320	Special Event Revenue	6,090	20,238	10,000		5,000
3323	Farmers Market		6,550	5,000		-
3240	Building & Safety Fees (Permits)	82,583	105,434	96,500	1,656,447	45,000
	Subtotal Charges for Services	88,673	132,222	111,500	1,656,447	50,000
Fines & Forfeitures						
3268	Code Enforcement	-	1,303	13,000		15,000
3270	Fines	149,272	110,316	110,000	222,344	150,000
3271	AMR Fines	-	-	8,000		8,000
	Subtotal Fines & Forfeitures	149,272	111,619	131,000	222,344	173,000
Contributions						
3530	County Augmentation	237,579	244,706	252,000	252,048	-
	Subtotal Contributions	237,579	244,706	252,000	252,048	-
Use of Money & Property						
3800	Interest Income	3,558	3,344	2,000	96,971	4,000
3801	Gain or Loss on Investment	-	1,454	-	-	-
	Subtotal Use of Money & Property	3,558	4,798	2,000	96,971	4,000
Miscellaneous						
3310	Public Safety Revenue		19,072	23,000		25,000
3322	Parks and Recreation		3,499	8,000		10,000
3325	Sports Leagues		3,888	10,000		-
3326	Citizen Corp Revenues		-	3,000		1,000
3535	County/ Special District Reimbursement		-	-		60,000
3540	Grants(Emer)		-	15,000	981	15,000
3850	Misc Revenues	42,606	-	250,000	73,570	108,000
	Subtotal Miscellaneous Revenues	42,606	26,459	309,000	74,551	219,000
Other Income						
	Developer Receivables		112,043			150,000
	Subtotal Other Income	112,043	-	-	-	150,000
	Subtotal General Fund Revenues	\$ 9,483,481	\$ 8,278,485	\$ 8,102,200	\$ 14,040,042	\$ 7,851,000
Transfers In						
3900	Gas Tax/TCRP	-	68,000	138,700	146,592	180,000
200	AQMD	-	800	800	-	800
201	Measure A	-	70,000	48,100	-	28,000
250	LMD 2006-1	-	-	-	-	-
251	LMD 89-1	-	-	-	-	14,000
252	CSA-22	-	-	-	-	-
253	CSA-103	-	-	-	-	-
254	CSA-142	-	-	-	-	-
280	Grants	-	-	-	-	-
281	COPS Grant		100,773	100,000		100,000
410	DIF-Admin		10,000	15,300		15,300
420	DIF Public Facilities		-	57,000		57,000
100-3900	Subtotal Transfers In	-	249,573	359,900	146,592	395,100
	Total General Fund Revenues	\$ 9,483,481	\$ 8,528,058	\$ 8,462,100	\$ 14,186,634	\$ 8,246,100

City of Wildomar

**Expenditure Summary by Fund
Fiscal Year 2011-12 Budget**

<u>Fund Type & Name</u>	<u>Audited 2008-09</u>	<u>Audited 2009-10</u>	<u>Adopted 2010-11</u>	<u>Revised 2010-11</u>	<u>Proposed FY 2011-12</u>
GENERAL FUND					
General Government					
4110 City Council	\$ 112,414	\$ 130,834	\$ 147,050	\$ 152,700	\$ 144,400
4120 City Manager	609,146	465,552	397,200	338,200	287,000
4130 City clerk	182,308	144,650	209,000	176,600	146,500
4140 City Attorney	451,430	143,826	115,000	180,000	122,000
4200 Administration	301,463	359,009	496,800	495,300	483,400
4610 Community Services	19,494	102,248	133,000	58,200	71,200
4800 Non-Departmental/Facilities	508,790	482,108	256,910	320,200	303,700
Subtotal	\$ 2,185,045	\$ 1,828,227	\$ 1,754,960	\$ 1,721,200	1,558,200
Community Development					
4301 CDA/Planning Commission	\$ 1,373,286	\$ 42,135	\$ 44,000	\$ 3,700	\$ 12,700
4310 Building and Safety	6,765	339,660	303,000	240,500	233,600
4320 Planning	75,872	354,982	232,000	237,100	201,200
4330 Private Development	-	601,361	540,000	360,200	363,500
4340 Development Engineering	-	82,215	81,500	58,500	56,700
4350 Code Enforcement	45,976	169,616	147,500	118,800	123,500
Subtotal	\$ 1,501,899	\$ 1,589,969	\$ 1,348,000	\$ 1,018,800	\$ 991,200
Public Works/Engineering					
4500 Public Works	366,929	104,117	126,200	-	\$ 5,000
PUBLIC SAFETY					
4700 Police Services	\$ 3,983,518	\$ 3,555,158	\$ 3,812,600	\$ 3,719,700	\$ 3,812,500
4710 Fire	1,412,650	1,690,677	1,851,900	1,767,400	1,850,000
4650 Emergency Preparedness	-	30,115	41,100	32,200	23,700
4720 Animal Control	151,311	103,013	262,300	202,300	354,300
Subtotal	\$ 5,547,479	\$ 5,378,963	\$ 5,967,900	\$ 5,721,600	\$ 6,040,500
Capital Outlay	11,765		-		
Police Service Credit					(257,000.00)
Animal Shelter Debt Credit					(100,000.00)
Total General Fund	\$ 9,613,117	\$ 8,901,276	\$ 9,197,060	\$ 8,461,600	\$ 8,237,900

General Fund
Department
Summaries

and
Detail

Department Information

Fiscal Year 2011-12

Overview of Department

The Mayor and Council serve as the governing body and legislative branch of Wildomar's municipal government. The Mayor and Council develop public policy through enactment of formal actions, resolutions and ordinances which provide direction to the City Manager. The Mayor and Council act as ombudsmen on behalf of citizens, conduct community events, and represent the City on international, national, state, county and local issues. The Mayor serves as the official head for all political, representative and ceremonial purposes. A Mayor Pro-tempore serves in absence of the Mayor.

The Mayor and City Council Proposed Budget is a status quo budget with no significant expenditure changes.

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-410-4110	City Council			
100-410-4110-51005	Stipends <i>5 Council members at \$300/month</i>	18,000	18,000	18,000
100-410-4110-51150	PERS Retirement	3,600	3,600	3,600
100-410-4110-51155	Social Security	-	-	-
100-410-4110-51160	Medicare	261	261	300
100-410-4110-51162	FUI	1,116	1,116	1,200
100-410-4110-51164	SUI	223	223	300
100-410-4110-51200	Medical Ins.	60,000	60,000	60,000
100-410-4110-51201	Dental Ins.	10,200	10,200	10,200
100-410-4110-51202	Vision Ins.	1,800	1,800	1,800
100-410-4110-51204	Life Ins.	7,500	7,500	7,500
100-410-4110-51205	STD & LTD Ins.	-	-	-
100-410-4110-51208	Other Ins Premium	3,750	7,000	7,000
100-410-4110-52010	Office Supplies	5,000	3,000	2,000
100-410-4110-52100	Memberships/Dues <i>Allocated \$300/member</i>	5,000	3,000	1,500
100-410-4110-52105	Meetings/Conferences <i>Allocated \$2,000/ member, League Conf., ICSC</i>	17,600	10,000	10,000
100-410-4110-52110	Training	-	-	-
100-410-4110-52113	Travel <i>Local Travel at \$200 each</i>	-	4,000	1,000
100-410-4110-52115	Contractual Services	7,000	-	-
100-410-4110-52116	Professional Services	-	-	-
100-410-4110-52117	Legal Services <i>Council Meeting Attendance (22 mtgs, 3 hrs @ \$225/hr.)</i>	-	18,000	15,000
100-410-4110-53020	Telephone	6,000	5,000	5,000
Total City Council		147,050	152,700	144,400

Department Information

Fiscal Year 2011/12

Overview of Department

Serves as Chief Administrative Officer of the City as appointed by the City Council. All actions/policies approved by the City Council are the responsibility of the City Manager to implement. Manages all City Departments; liaison to citizens, businesses, governmental and private agencies; oversees the development and implementation of new and on-going administrative policies and programs; controls and transmits necessary information to Mayor/City Council for public policy formulation and implementation; coordinates legislative advocacy program; serves as public information officer and handles dissemination of proper information to the general public, press and various other groups;

Accomplishments for FY 2010-11

- Completed Economic Development Plan
- Completed Emergency Operations Plan
- Established format for promoting Higher Education Facilities within the City
- Developed Ad Hoc Committees to address Trails and Economic Development Needs
- Developed City Marketing materials designed to target Commercial and Hospitality Development
- Developed close working relationships with the School District, the County and Neighboring Cities
- Continue to improve the communication within the City Operations and the Community
- Attended numerous community meetings and functions
- Helped City Council with technical support on hundreds of agenda items
- Spoken before numerous community and civic groups
- Completed numerous tasks as assigned by City Council
- Completed Emergency Operations Plan
- Updated City Personnel Policies

Goals for FY 2011-12

- Refine the Economic Development Strategy of the City
- Provide an environment to utilize volunteers within the City
- Enhance the training program for City Council, Planning Commission and Staff
- Promote the City's relationship with higher education and health care
- Implement City Council Goals and Objectives
- Submit Cemetery District Consolidation Application to LAFCO and manage the outcome.
- Develop a plan to revise portions of the General Plan

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-410-4120	City Manager			
100-410-4120-51001	Salaries	179,000	179,000	179,000
100-410-4120-51100	Auto Allowance	6,600	6,600	6,900
100-410-4120-51105	Cell Phone Allowance	720	700	700
100-410-4120-51150	PERS Retirement	42,900	42,900	42,900
100-410-4120-51155	Social Security	-	-	-
100-410-4120-51160	Medicare	2,700	2,700	2,700
100-410-4120-51162	FUI	434	1,200	1,200
100-410-4120-51164	SUI	2,066	-	-
100-410-4120-51200	Medical Ins.	12,000	3,000	12,000
100-410-4120-51201	Dental Ins.	2,040	500	2,200
100-410-4120-51202	Vision Ins.	360	100	200
100-410-4120-51204	Life Ins.	1,500	2,800	2,800
100-410-4120-51205	STD & LTD Ins.	-	-	-
100-410-4120-51208	Other Ins Premium	800	800	900
100-410-4120-52010	Office Supplies <i>marketing materials, etc at \$150/mo.</i>	4,000	2,500	1,800
100-410-4120-52100	Memberships/Dues <i>ICMA</i>	34,400	34,400	1,500
100-410-4120-52105	Meetings/Conferences <i>League Conf. ICSC Meeting</i>	7,600	5,000	1,000
100-410-4120-52110	Training	-	-	-
100-410-4120-52113	Travel	-	1,000	-
100-410-4120-52115	Contractual Services <i>Intern Program \$10,000, Econ Dev.\$20,000</i>	90,000	50,000	30,000
100-410-4120-52116	Professional Services	-	-	-
100-410-4120-52117	Legal Services	10,000	5,000	1,200
Total City Manager's Office		397,120	338,200	287,000

Department Information

Fiscal Year 2011/12

Overview of Department or Project services

The City Clerk's Department is responsible for the care and custody of all the official records and documents of the City, and for providing and maintaining legal and historical records and information. The Department is responsible for the preparation and distribution of the City Council agendas; provides records retrieval and legislative research; conducts all elections held by the City; administers the oath of office to all City officials; administers a citywide records management program; ensures compliance with regulations relating to the Fair Political Practices Commission; coordinate the updating of the Wildomar Municipal Code; and is the custodian of the City Seal. The City Clerk's Department also has assumed Clerk of the Board duties for the Wildomar Cemetery District.

Department Goals for FY 2011-12

- Voter Registration Education
- Maintain conservative practices towards expenditures
- Adoption of the municipal Code
- Converting to a paperless agenda packet
- Funding Mechanism for a City Wide Records management program

Accomplishments for FY 2010-11

Conducted the first General Municipal Election for 3 Council seats and establishment of the Gann limit. Completed review of the adopted County Code for codification.

City of Wildomar

FY 2011-12 Budget

Department and Accounts

Account Number	Department/ Account Description and Budget Basis	Original FY 2010-11 Budget	Revised FY 2010-11 Budget	Proposed FY 2011-12 Budget
100-410-4130	City Clerk			
100-410-4130-51001	Salaries	78,200	78,200	78,200
100-410-4130-51100	Auto Allowance	2,400	2,400	2,400
100-410-4130-51150	PERS Retirement	18,600	18,600	18,600
100-410-4130-51155	Social Security	-	-	-
100-410-4130-51160	Medicare	1,167	1,100	1,100
100-410-4130-51162	FUI	434	-	-
100-410-4130-51164	SUI	899	-	-
100-410-4130-51200	Medical Ins.	12,000	8,000	12,000
100-410-4130-51201	Dental Ins.	2,040	900	2,000
100-410-4130-51202	Vision Ins.	360	400	400
100-410-4130-51204	Life Ins.	1,500	2,100	2,100
100-410-4130-51205	STD & LTD Ins.	-	-	-
100-410-4130-52010	Office Supplies <i>Daily operating supplies, Certificates, etc. @ \$150/month</i>	4,000	1,500	1,800
100-410-4130-52020	Legal Notices <i>Meeting Notices, etc. as required by law</i>	12,000	8,000	2,400
100-410-4130-52100	Memberships/Dues <i>International and California City Clerks Associations and Notary Association,</i>	400	400	400
100-410-4130-52105	Meetings/Conferences <i>CCAC New Law and Elections Conference</i>	2,000	1,000	1,000
100-410-4130-52110	Training	-	-	-
100-410-4130-52113	Travel	-	-	-
100-410-4130-52115	Contractual Services Codification program	20,000	2,000	20,000
100-410-4130-52116	Professional Services	-	-	-
100-410-4130-52117	Legal Services Consultations as needed at 1.5 hours/month at \$225/hour	15,000	5,000	4,100
100-410-4130-52120	Elections	38,000	47,000	-
	Total City Clerk's Office	209,000	176,600	146,500

City Attorney

Department Information

Fiscal Year 2011-12

Overview of Department

The City Attorney's Office provides legal guidance and support for elected City Officials, the City Manager, and staff in the conduct of city business. The City Attorney also represents the City before judicial and administrative agencies in civil litigation proceedings and prosecutes violations of the City of Wildomar Municipal Code. Further, the City Attorney's Office assists in the City's endeavors to gain compliance with City ordinances and policies, drafts and reviews pro-posed ordinances and resolutions, and utilizes all reasonable means to avoid and/or resolve litigation matters. City Attorney services are provided under contract with the law firm of Burke, Williams & Sorensen, LLP. The City Attorney and other attorneys at the firm act as legal advisors on all legal matters for the City Council and City Manager, City boards and commissions and City staff. They draft and/or review and approve contracts, ordinances, resolutions and other legal documents. They represent the interests of the City government in court and administrative proceedings and prosecute violations of the Municipal Code. The City Attorney's Office represents the City government and therefore cannot provide legal advice to individual members of the public.

Accomplishments of Fiscal Year 2010-11

During fiscal year 2010 - 2011, in addition to attendance and routine advice and follow-up relating to all meetings of the City Council and the Planning Commission, the City Attorney's office prepared and processed ordinances and resolutions affecting zoning and operational issues of the City. Additionally, the City Attorneys office pursued several Code Enforcement matters and development related issues.

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-410-4140	City Attorney			
100-410-4140-52117	Legal Services Pre Agenda Meetings 22 at 1 hour at \$225/hr. = \$5,000 General Legal Support at 10 hours/week at \$225/hr = \$117,000	115,000	180,000	122,000
	Total City Attorney	115,000	180,000	122,000

Department Information

Fiscal Year 2011-12

Overview of Department

The Administration Services Department provides all financial, human resources and risk management services for the city. The department is also responsible for developing and monitoring a system of internal controls to protect the City's assets against loss or theft. It provides financial management and accounting services for all City departments, divisions, funds and enterprises. It also provides direct services and management of the City's information system network. A major portion of the department's time is dedicated to banking and investment activities, preparation of reports for the annual audit and assisting the City Manager with analysis and development of the operating and capital budgets.

Accomplishments for FY 2010-11

- Implemented Governmental Financial Software system
- Provided Annual Budget and Financial Reviews
- Conducted Budget Workshop and Financial Presentations at Regional Events
- Processed Payroll and Issuance of Payments to Vendors in a timely manner
- Processed and Closed 5 Risk Management Claims
- Provided Management Services support for the Cemetery District

Goals for FY 2011-12

- Implement Purchase, Acquisition and Accounts Receivable System
- Continue to Enhance Internal Control Policies and Procedures
- Provide Timely and Accurate Financial Information
- Enhance Long Term Finance Strategy for Land Use
- Revise User Fee Program
- Implement Volunteer and Intern program
- Increase Sources of Revenue and Reduce Costs

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-410-4200	Administrative Services <i>Finance, Human Resources, Risk Management</i>			
100-410-4200-51001	Salaries <i>Assistance City Manager \$156,856 Administrative Assistant \$31,200 General Office Assistant \$15,600</i>	156,900	156,900	203,700
100-410-4200-51100	Auto Allowance	6,000	6,000	6,000
100-410-4200-51105	Cell Phone Allowance	700	700	700
100-410-4200-51107	Internet Allowance	-	-	700
100-410-4200-51150	PERS Retirement	37,700	37,700	45,200
100-410-4200-51155	Social Security	-	-	1,200
100-410-4200-51160	Medicare	2,372	2,372	3,100
100-410-4200-51162	FUI	434	434	1,300
100-410-4200-51164	SUI	1,794	1,794	2,400
100-410-4200-51200	Medical Ins.	12,000	12,000	24,000
100-410-4200-51201	Dental Ins.	2,040	2,040	4,100
100-410-4200-51202	Vision Ins.	360	360	700
100-410-4200-51204	Life Ins.	1,500	1,500	3,000
100-410-4200-51205	STD & LTD Ins.	-	-	-
100-410-4200-51208	Other Ins Premium	800	800	2,000
100-410-4200-52010	Office Supplies <i>Daily Operating Supplies at \$300/month</i>	4,500	4,500	3,600
100-410-4200-52016	Reproduction	-	100	-
100-410-4200-52100	Memberships/Dues <i>CSMFO \$200, GFOA \$100 and ASPA \$200</i>	600	900	500
100-410-4200-52105	Meetings/Conferences <i>Local Meetings, Chamber, Econ Forecast, State of Cities</i>	-	600	1,200
100-410-4200-52110	Training	-	-	-
100-410-4200-52113	Travel	-	100	-
100-410-4200-52115	Contractual Services <i>Accounting Support at 24 hours/week at \$80/hr. = \$99,900 External Auditors \$10,000 Sales Tax Auditing \$ 3,600 Property Tax Auditing \$ 1,200 Payroll Processing \$3,000 Interwest Developer Billing \$1,000 / month = \$12,000 Interwest DIF Audit Prep. 10 hours at \$130/hr = \$1,300 Finance System IT Support at \$500/mo = \$6,000 Finance System License Support Annual \$5,000 Intern/Volunteer Program (\$3,000)</i>	164,100	164,500	145,000
100-410-4200-52116	Professional Services	-	6,000	-
100-410-4200-52117	Legal Services	5,000	5,000	5,000
100-410-4200-52119	Bank/Admin Fees	-	24,000	24,000
100-410-4200-58110	Hardware/Software	100,000	67,000	6,000
	Total Administrative Services	496,800	495,300	483,400

Department Information

Fiscal Year 2011/12

Overview of Department or Project services

The Community Services Department is responsible for permitting all special events within the City of Wildomar. We strive to provide year-round events and programs to cultivate civic pride, social awareness and cultural enrichment for residents and visitors by permitting special event activities such as, festivals, runs/walks, and citywide holiday celebrations. By doing this, we help build a foundation that fosters sustainable community development, economic development and tourism. In addition, the Office of Special Events and Filming is responsible for all street closures pertaining to block parties, parades, and other events taking place on public property.

Department Goals for FY 2010/11

- Work with local business to expand the recreation program
- Update the City website to include an online application for special events

Accomplishments for FY 2010/11

Summer Programs

6 movies in the park
4 concerts in the park
Night Under the Stars – Astronomy Night
Farmers Market
Special Olympics Softball Tournament support
Birthday Celebration
Mayor's Ball
Co-ed Softball Season
Men's Softball Season

Spring

Blue Ribbon Committee
2 Community Information meetings
Multiple fundraisers
State of the City
Eggstravaganza Egg Hunt
Co-ed Softball Season
Men's Softball Season

Fall/Winter

Harvest Festival
Veteran's Day Celebration
Breakfast with Santa
Holiday Open House
Chili Cook-off at the Farm
Co-ed Softball Season
Men's Softball Season

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-410-4610	Community Services			
100-410-4610-52010	Office Supplies Egg Hunt \$ 1,900 Community Clean Up's \$200 City Birthday \$100 Flags (3 City & 2 US) \$500 Mayor's Ball \$3,000 (offset by \$2,000 revenue) State of the City Address \$2,000 (\$1,500 revenue offset) Operating Supplies \$100	99,800	16,000	7,800
100-410-4610-52105	Meetings/Conferences	1,000	4,000	1,000
100-410-4610-52110	Training	-	-	-
100-410-4610-52113	Travel	-	-	-
100-410-4610-52115	Contractual Services Diamond W support to Community Services (20 hours/week at \$30/hr = \$31,200) Diamond W support to Economic Development (80 hours at \$30/hr = \$2,400)	32,200	32,200	33,600
100-410-4610-52116	Professional Services Park Closure and Security Costs \$19,316 Dance Classes \$8,400, no subsidy.	-	5,000	27,800
100-410-4610-52117	Legal Services	-	1,000	1,000
	Total Community Services	133,000	58,200	71,200

Department Information

FY 2011-12

Overview of Department

This budget is used to pay for all costs of a city-wide nature. City Hall lease expenses, Insurances, utilities are some of the expenses of this department.

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-410-4800	Non-Departmental/Facilities			
100-410-4800-51206	Workers Comp Premium 6 City Employees and Intern\Volunteer Program	20,882	21,000	28,000
100-410-4800-51207	General Liab Premium	25,328	25,400	27,000
100-410-4800-51208	Other Ins Premium	9,000	6,000	8,700
100-410-4800-52010	Office Supplies General Supplies at \$1,000/mo = \$12,000 Kitchen Materials \$200/mo = \$2,400	20,200	30,000	14,400
100-410-4800-52015	Postage Mailing Pitney Bowes \$1,200 Fed Ex/Ontrac \$2,000	-	2,000	3,300
100-410-4800-52020	Legal Notices	-	600	-
100-410-4800-52100	Memberships/Dues League of California Cities \$12,000 SCAG \$3,000 WRCOG \$ 10,500 Chamber of Commerce \$400 Southwest Economic Development Council (\$6,500)	-	-	32,400
100-410-4800-52105	Meetings/Conferences On site meetings	-	100	1,200
100-410-4800-52115	Contractual Services Interwest Tech Support (\$1,200/month) = \$14,400 Human Resource Screening (2 at \$200) = \$400 Misc Repairs \$1,200 Janitorial Services (\$750/mo) = \$9,000 Interwest GIS Support \$200/month = \$2,400	24,900	46,000	27,400
100-410-4800-52116	Professional Services	-	1,000	-
100-410-4800-52117	Legal Services	1,000	-	-
100-410-4800-53010	City Hall Lease \$10,700 per month	123,600	123,600	128,400
100-410-4800-53020	Telephone	-	46,000	12,000
100-410-4800-53025	Electricity	12,000	13,000	14,000
100-410-4800-53026	Water	-	-	-
100-410-4800-53027	Gas	1,200	-	-
100-410-4800-53028	Communications	10,800	1,000	2,400
100-410-4800-54090	LAFCO Fee	3,000	3,000	3,000
100-410-4800-58100	Furniture & Equipment	5,000	1,500	1,500
	Non-Departmental/Facilities	256,910	320,200	303,700

Department Information

Fiscal Year 2011-12

Overview of Department or Project services

The primary purpose and function of the Community Development Department is to oversee the implementation of Community Development programs and Planning Commission support. The Community Development organization oversees the activities of Planning, Building and Safety, Development Engineering .

Department Goals for FY 2011-12

Provide the opportunity for 2 City Planning Commission Meetings per month. Continue to Provide Training and Education Opportunity for the Community.

Accomplishments for FY 2010-11

1. Conducted Planning Commission Meeting as needed throughout the year.
2. Designed and Participated in Community Planning Training.

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-430-4301	Planning Commission			
100-430-4301-51005	Stipends <i>\$75/meeting for 12 meetings for 5 Commissioners</i>	9,000	3,000	4,500
100-430-4301-52010	Office Supplies <i>\$50 per meeting for 12 meetings</i>	2,000	500	600
100-430-4301-52105	Meetings/Conferences	-	200	-
100-430-4301-52110	Training	-	-	-
100-430-4301-52113	Travel	1,000	-	-
100-430-4301-52115	Contractual Services <i>Interwest Planning Director at 3hrs/12 mtgs at \$130/hr = \$4,680</i> <i>Interwest Assistant Planner at 3hrs/12 mtgs at \$80/hr = \$2,880</i>	32,000	-	7,600
100-430-4301-52116	Professional Services	-	-	-
100-430-4310-52117	Legal Services <i>3 hours/12 meetings at \$225/hour</i>	-	-	8,100
Total Planning Commission		44,000	3,700	12,700

Department Information

Fiscal Year 2011-12

Overview of Department or Project services

The Planning Department provides current and advanced planning services to Wildomar citizens, outside planning agencies, development community, and other Departments. The Planning Department has overall responsibility of managing the development review process as the lead department in the review and processing of private development applications. It also oversees the review and processing of all CEQA compliance functions related to development projects and City initiated projects. The Planning Department is the primary lead for processing development applications through the Planning Commission and City Council.

Department Goals for FY 2011-12

- 1) Provide the opportunity for two (2) Planning Commission meetings per month.
- 2) Continue to provide training and education opportunities for the Community.
- 3) Ensure quality customer service by providing accurate and timely development and zoning related information at the public counter, via email and phone inquiries.
- 4) Update the Zoning Ordinance information on the Wildomar website within 30 days of the second reading of all Zoning Ordinance Amendments.
- 5) Continue to process all active, and future, planning applications pursuant to State law and City Ordinances.

Accomplishments for FY 2010-11

- 1) Conducted Planning Commission Meeting as needed throughout the fiscal year.
- 2) Responded to approximately 2500 planning related inquiries.
- 3) Processed three zoning ordinance amendments (RV/Mini-storage moratorium; Accessory structure setbacks in the R-R zone; CUP code amendment) through Planning Commission and City Council.
- 4) Refined and streamlined the development review process.
- 5) Processed the Wildomar Cemetery District application with LAFCO.
- 6) Successfully processed various development applications (6 plot plans, 2 tract/parcel maps; 2 parcel mergers; 2 conditional use permits; 3 extensions of time; and 25 minor permits.

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-430-4320	Planning			
100-430-4320-52010	Office Supplies Daily operating supplies at \$100 per month and Code Books \$200	2,000	2,000	1,400
100-430-4320-52020	Legal Notices	6,000	5,000	6,000
100-430-4320-52105	Meetings/Conferences	-	100	-
100-430-4320-52115	Contractual Services <i>Interwest Planning Director at 8 hrs/wk for 48 wks at \$130/hr = \$49,920</i> <i>Interwest Planning Director at 22 City Council Meetings at 3hrs/mtg at \$130/hr = \$8,580</i> <i>Interwest Assistant Planner at 20 hrs/wk or 48 wks at \$80/hr = \$76,800</i>	110,000	140,000	135,300
100-430-4320-52116	Professional Services	-	-	-
100-430-4320-52117	Legal Services 5 hours/wk at \$225/hr	114,000	90,000	58,500
Total Planning		232,000	237,100	201,200

Department Information

Overview of Department or Project services

Building and Safety reviews building permit plans for code compliance, issues permits for commercial and residential construction and assists the public, owners, and contractors with building code questions and issues.

Department Goals for FY 2011-12

- Upgrade City website with additional educational handouts and information
- Identify and implement initiatives to improve services to the public, owners, and contractors

Accomplishments for FY 2010/11

- Issued 166 new building permits with a total construction valuation of \$8,982,107
- Issued building permits for 42 new homes
- Completed 2218 building inspections

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-430-4310	Building and Safety			
100-430-4310-51001	Salaries	-	-	60,000
100-430-4310-51150	PERS Retirement	-	-	14,400
100-430-4310-51155	Social Security	-	-	-
100-430-4310-51160	Medicare	-	-	900
100-430-4310-51162	FUI	-	-	500
100-430-4310-51164	SUI	-	-	700
100-430-4310-51200	Medical Ins.	-	-	12,000
100-430-4310-51201	Dental Ins.	-	-	2,200
100-430-4310-51202	Vision Ins.	-	-	200
100-430-4310-51204	Life Ins.	-	-	1,500
100-430-4310-51205	STD & LTD Ins.	-	-	-
100-430-4310-52010	Office Supplies	3,000	1,000	2,000
100-430-4310-52100	Memberships/Dues	-	200	-
100-430-4310-52115	Contractual Services	300,000	239,000	139,200
	Interwest Building Official at 10 hrs/wk for 48 wks at \$130/hr. = \$62,400			
	Interwest Building Inspector at 16 hrs/wk for 48 wks at \$100/hr = \$76,800			
100-430-4310-52116	Professional Services	-	-	-
100-430-4310-52117	Legal Services	-	300	-
	Total Building and Safety	303,000	240,500	233,600

Department Information

Fiscal Year 2011-12

Overview of Department or Project services

The City of Wildomar uses a financial deposit based system when working on development projects for the private developer or resident. The system provides for 100% recovery of City costs associated with the developers unique project. City costs included in this effort include Planning, Legal, Building and Safety and Engineering services. These costs are directly offset by revenue. To the extent these costs are less, revenues will also be less.

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-430-4330	Private Development			
100-430-4330-52010	Office Supplies	-	200	200
100-430-4330-52115	Contractual Services	540,000	350,000	353,300
	<i>Interwest Planning Director at 16 hrs/wk for 48 wks at \$130/hr = \$99,840</i>			
	<i>Interwest Assistant Planner at 20hrs/wk for 48 wks at \$80/hr = \$76,800</i>			
	<i>Interwest Building Official at 16 hrs/wk for 48 wks at \$130/hr. = \$99,840</i>			
	<i>Interwest Building Inspector at 16 hrs/wk for 48 wks at \$100/hr = \$76,800</i>			
100-430-4330-52116	Professional Services	-	-	-
100-430-4330-52117	Legal Services	-	10,000	10,000
	Total Private Development	540,000	360,200	363,500

Department Information

Fiscal Year 2011-12

Overview of Department or Project services

Development Engineering supports Planning and other City Departments throughout the entitlement (new development) process by providing professional and technical review of proposed developments, evaluation and comment on technical reports, identification of necessary on-site and off-site improvements, develops conditions of approval for grading, water quality, public works improvements and mapping requirements. Provides improvement plan and map review and performs field inspections of private development

Department Goals for FY 2011-12

- Support and actively participate in the City's development review process
- Support Planning Commission
- Enter into MOU with Flood Control regarding development review requirements and maintenance responsibilities
- Complete development impact fee update

Accomplishments for FY 2010-11

- Supported and actively participated in the City's development review process
- Supported Planning Commission
- Closed out and winterized all expired entitlement development projects
- Completed transition of active project files, maps, and plans from the County of Riverside

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-430-4340	Development Engineering			
100-430-4340-52010	Office Supplies	500	500	500
100-430-4340-52105	Meetings/Conferences	-	-	-
100-430-4340-52115	Contractual Services <i>Interwest Engineer 9 hrs/wk for 48 wks at \$130/hr = \$56,160</i>	80,000	58,000	56,200
100-430-4340-52116	Professional Services	-	-	-
100-430-4340-52117	Legal Services	1,000	-	-
	Total Development Engineering	81,500	58,500	56,700

Department Information

Fiscal Year 2011-12

Overview of Department

Code Enforcement is the prevention, investigation and enforcement of City statutes and ordinances regulating public health and safety, illegal business activities, building standards, land use, and municipal affairs in neighborhoods throughout the City. Code Enforcement works in close cooperation with the City Departments, other local and state agencies, and the community to address violations of the Wildomar Municipal Zoning and Housing Ordinances.

Goals for FY 2011-12

- In conjunction with Finance, implement formal billing and collections process to increase cost recovery
- Update and refine documentation and tracking system to improve case closure success rate
- Update City website to include information to facilitate increase voluntary compliance on code issues

Accomplishments for FY 2010-11

- Presented monthly case summaries to City Council (12 time)
- Coordinated with Police Department on parking enforcement issue

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-430-4350	Code Enforcement			
100-430-4350-52010	Office Supplies	600	1,500	600
100-430-4350-52020	Legal Notices	300	300	300
100-430-4350-52115	Contractual Services	121,600	105,000	117,600
	<i>Interwest Code Enforcement Officer 40 hrs/wk for 48 wks at \$60/hr = \$115,200</i>			
	<i>Data Ticket Services \$200/ mo = \$2400</i>			
100-430-4350-52116	Professional Services	-	-	-
100-430-4350-52117	Legal Services	25,000	12,000	5,000
	Total Code Enforcement	147,500	118,800	123,500

Department Information

Fiscal Year 2011-12

Overview of Department or Project services

Public Works is responsible for a variety of technical issues including:

- Private development entitlement and plan review
- Grading and drainage plans
- NPDES administration and compliance
- Transportation Planning and Traffic Engineering
- Encroachment permits/Right-of-Way management
- Capital Improvement Program
- Oversight and management of street and traffic signal maintenance contractors

Department Goals for FY 2011-12

- Implement the first project for the Unpaved Roadway Enhancement Program
- Complete construction of the SB821/Safe Route to School project around Wildomar Elementary and Ronald Reagan schools
- Design, bid, award, and construct the SB821/Safe Route to School project around Ronald Reagan Elementary and Elsinore High Schools
- Receive reimbursement from FEMA for repairs due to storm events in January and December 2010
- Complete Traffic Light Replacement project funded by Department of Energy Grant
- Continue efforts to seek grant funding for important transportation improvement projects
- Transition remaining Lighting and Landscape and Assessment District administration from the County of Riverside

Accomplishments for FY 2010-11

- Selected first roadway segments for inclusion in Unpaved Roadway Enhancement Program
- Completed right of way acquisitions necessary to construct the Clinton Keith I-15 Interchange Improvements
- Successfully negotiated new storm water permit for Santa Margarita Region
- Successfully secured \$560,250.00 in SB821 and Safe Route to School funds to construct sidewalk improvements near Ronald Reagan Elementary and Elsinore High Schools
- Successfully secured \$268,000.00 in SB821 funds to construct sidewalk improvements near Wildomar Elementary and David A Brown Middle Schools

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-450-4500	Public Works			
100-450-4500-52010	Office Supplies	200	-	-
100-450-4500-52115	Contractual Services <i>Interwest Engineer 38hrs at \$130/hr = \$4,940</i>	16,000	-	5,000
100-450-4500-52116	Professional Services	-	-	-
100-450-4500-52117	Legal Services	20,000	-	-
100-450-4500-53024	Solid Waste	-	-	-
100-450-4500-53025	Electricity	-	-	-
100-450-4500-54060	NPDES	90,000	-	-
	Total Public Works/Engineerina	126,200	-	5,000

Department Information

Fiscal Year 2011/12

Overview of Department or Project services

The Office of Emergency Management provides:
Effective and orderly governmental control and coordination of emergency operations in emergencies within the scope of the City;
Develops and maintains the City's Comprehensive Emergency Operation Plan providing emergency management planning for the entire city;
Coordinates emergency management activities, services and programs within the city, including:
Teaching residents how to get through a disaster
Making disaster planning assistance available to businesses, non-profits, and individuals to minimize injury and property damage
Training and emergency simulations for the community and city staff

Department Goals for FY 2011/12

- EOC Section training with Staff, including Table Top Exercise.
- Achieve 100% of Staff having Mandatory Certifications
- Review Emergency Operation Plan (EOP) and update as needed
- Educate the community about preparedness through monthly citizen corp. meetings
- Offer seminars throughout the year (6)
- Offer Citizens Emergency Response Team (CERT) training twice during the year
- Provide opportunities to place individual orders for family preparedness items monthly
- Submit and manage yearly Emergency Management Performance Grant (EMPG)
- Submit and manage yearly Homeland Security Grant (HSGP)
- Submit and manage other grants available through Riverside OES

Accomplishments for FY 2010/11

- Offered 10 emergency preparedness presentations to the public
- Filled 40 emergency preparedness orders for residents
- Attended 152 hours of Emergency Management Trainings
- Trained 60 new CERT members
- Held 4 classes for ham radio training and testing
- Received approval of the following grants:
 - FY11 CERT grant \$4,742
 - 2011 EMPG grant \$11,808
 - Additional funding for 2010 EMPG grant \$3,567
 - FY11 Travel grant for training \$10,100

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-460-4650	Office of Emergency Mgmt			
100-460-4650-52010	Office Supplies	25,600	15,000	5,200
100-460-4650-52105	Meetings/Conferences	3,500	-	-
100-460-4650-52110	Training	-	-	-
100-460-4650-52113	Travel	-	-	-
100-460-4650-52115	Contractual Services <i>Diamond W, 50 hrs./month at \$30/hr Coordination and Training</i>	12,000	12,000	18,000
100-460-4650-52116	Professional Services	-	200	-
100-460-4650-54080	Citizen Corp Expense	-	5,000	500
	Total Office of Emergency Mgmt	41,100	32,200	23,700

Department Information

Fiscal Year 2011-12

Overview of Department

Under the leadership of Chief Fontniau, the Wildomar Police Department is responsible for the enforcement of local, state and federal statutes, public safety, traffic enforcement and maintaining public order. The department philosophy is based on a community-policing model and our officers are encouraged to be proactive and creatively solve quality of life issues

Goals for FY 2011-12

During these budget conscious times, the Wildomar Police Department will continue to exercise fiscal responsibility. We will work with the city to keep staffing levels constant throughout the fiscal year.

The Wildomar Police Department will continue to work closely with the City Council, community groups, and all of its citizens to cooperatively address problems that may face our city in the coming year.

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-460-4700	Police			
100-460-4700-51010	Overtime	5,000	3,000	5,000
100-460-4700-52010	Office Supplies	2,000	4,000	4,000
100-460-4700-52012	Departmental Supplies	3,700	3,700	2,700
100-460-4700-52015	Postage Mailing	500	500	500
100-460-4700-52105	Meetings/Conferences	-	-	-
100-460-4700-52110	Training	19,000	19,000	19,000
100-460-4700-52115	Contractual Services	3,633,761	3,540,800	3,634,000
100-460-4700-52116	Professional Services	-	-	-
100-460-4700-54013	Cal ID	26,000	26,000	27,500
100-460-4700-54014	Blood Draws	11,000	11,000	18,000
100-460-4700-54015	Vehicle Towing	200	200	200
100-460-4700-54016	Exam Services	8,000	8,000	3,000
100-460-4700-54017	Jail Access	18,000	18,000	12,000
100-460-4700-54018	Records Mgmt System	21,000	21,000	22,100
100-460-4700-54019	Haz Mat Clean Up	500	500	500
100-460-4700-56010	Equipment Maint/Repair	500	500	500
100-460-4700-56013	Bldg Maint/ Repair	63,000	63,000	63,000
100-460-4700-56015	Prop/Equip Rental	400	400	400
100-460-4700-58000	Miscellaneous	39	100	100
	Total Police	3,812,600	3,719,700	3,812,500

Department Information

Fiscal Year 2011-12

Overview of Department

Fire/EMS services are provided to the City of Wildomar through contract with Riverside County Fire. Riverside County in turn contracts with CAL FIRE for fire protection services. This integrated, cooperative, regional fire protection system provides a seamless response capability throughout Riverside County that applies maximum fiscal benefit to all parties.

Wildomar contracts for an equivalent of 1.3 fire stations based on population, square miles within the City and response volume. The City also benefits by only paying a portion of the salary of a CAL FIRE Battalion Chief which also serves as the City Fire Chief.

Goals for FY 2011-12

Goals for the upcoming fiscal year are to maintain the response levels currently in place for the City. The City Manager has requested to change (1) Fire Apparatus Engineer/Paramedic position to a Fire Apparatus Engineer and (1) Firefighter position to a Firefighter /Paramedic. This will not decrease the level of service, but will allow more even scheduling and realize cost savings due to decreased overtime charges.

We also intend to continue to pursue the re-location of Station 61 with monies earmarked by RDA to better serve the City with a modern, centrally located Fire Station. Discussion is currently in place with the Redevelopment Agency on this project.

Establish a community based CPR education program utilizing Fire Staff as instructors and coordinated by the Community Services Department. This will be at no cost to the City, all funds utilized are from grants or AMR fine monies earmarked for such use.

Accomplishments for FY 2010-11

Accomplishments in the current fiscal year include meeting budget expectations for Fire Services and even coming in under projected budget.

Customer service is a key priority of County Fire Chief John Hawkins, and the Fire Department has been very actively involved in community events with an emphasis on fire prevention and safety outreach including a grant funded 911 for kids program delivered at the local elementary schools.

Wildomar and CAL FIRE will continue their contractual agreement to provide increased wild land fire response capability in the Bundy Canyon corridor. This will provide a higher level of protection for it's citizens while keeping financial commitments under control.

A minor remodeling of the fire station was completed to improve living conditions and environmental factors inside the facility.

Community Services Staff along with Fire Staff established a Smoke Detector for Seniors and underprivileged citizens program with donated monies at no cost to the City.

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-460-4710	Fire			
100-460-4710-51208	Other Ins Premium	21,300	21,300	24,000
100-460-4710-52115	Contractual Services	1,817,519	1,733,000	1,816,000
100-460-4710-54050	Fire Station Expenses	13,081	13,100	10,000
Tota Fire Services		1,851,900	1,767,400	1,850,000

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF WILDOMAR
 ESTIMATE DATED MAY 23, 2011 FOR FY 11/12

	CAPTAINS	MEDIC CAPTAINS	ENGINEERS	MEDIC ENGINEERS	FF II'S	MEDIC FF II'S	ANNUAL TOTAL					
STA. #61	320,129	2	136,895	1	153,475	1	117,035	1	133,343	1	860,877	6.0
STA. Relief			177,518	1	136,895	1	117,035	1		1	431,448	3.0
	320,129	2	177,518	1	273,789	2	153,475	1	234,071	2	1,292,325	9.0

ESTIMATED SUPPORT SERVICES

Administrative/Operational	15,479	per assigned Staff **	158,505	10.24
Volunteer Program	7,465	Per Entity Allocation	7,465	1.0
Medic Program	6,723	per assigned Medics**	24,875	3.7
Battalion Chief Support	53,983	.24 FTE per Station	53,983	1.0
Fleet Support	29,545	per Fire Suppression Equip	29,545	1.0
ECC Support		Calls/Station Basis	91,122	
Comm/IT Support		Calls/Station Basis	106,606	
Facility Support		Assigned Staff/Station Basis	3706.02	
Hazmat Support			8,491.59	
SUPPORT SERVICES SUBTOTAL			484,298	

ESTIMATED DIRECT CHARGES

FIRE ENGINE USE AGREEMENT	19,200 each engine	29,174	19,200	1
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ESTIMATED CITY BUDGET

1,824,997

TOTAL STAFF

10.24

** Vacation Relief added into Administrative/Operational Staff (1/3 of 3 positions-FC, FAE medic, FFII medic)

** Vacation Relief added into Medic Program Staff (1/3 of 2 medic positions-FAE medic, FFII medic)

SUPPORT SERVICES

Administrative & Operational Services	** 9.0	Assigned Staff
Finance	0.24	Battalion Chief Support
Training	1.0	Vacation Relief (1/3 of 3 positions)
Data Processing	10.24	Total Assigned Staff
Accounting	1.3	Fire Stations
Personnel	2,520	Estimated Number of Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

FY 11/12 POSITION SALARIES TOP STEP

235,878	DEPUTY CHIEF	19,200	FIRE ENGINE
232,762	DIV CHIEF	15,479	SRVDEL
221,330	BAT CHIEF	7,465	VOL DEL
160,065	CAPT	6,723	MEDIC DEL
177,518	CAPT MEDIC	53,983	BATT DEL
136,895	ENG	13,297	ECC STATION
153,475	ENG/MEDIC	29.30	ECC CALLS
117,035	FF II	29,545	FLEET SUPPORT
133,343	FF II/MEDIC	15,554	COMM/IT STATION
121,787	FIRE SAFETY SUPERVISOR	34.28	COMM/IT CALLS
117,132	FIRE SAFETY SPECIALIST	981	FACILITY STATION
101,351	FIRE SYSTEMS INSPECTOR	302.78	FACILITY FTE
59,637	OFFICE ASSISTANT III		

FY 11/12 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
	Cleaning and Custodial
520815	Supp
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
521540	Maint-Office Equipment
521600	Maint-Service Contracts
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522360	Maint-Extermination
522860	Medical-Dental Supplies
522870	Other Medical Care Materials
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Bldgs
526940	Locks/Keys
527280	Awards/Recognition
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Improvements-Building

Department Information

Fiscal Year 2011-12

Overview of Department

The City participates in the Southwest Communities Financing Authority which is responsible for the funding of the construction of the Animal Shelter located in Wildomar. The Authority includes the neighboring cities of Lake Elsinore, Murrieta, Canyon Lake, Temecula and portions of unincorporated Riverside County. The sheltering services as well as the field services are provided by Animal Friends of the Valley. The costs for building debt service and sheltering services are allocated between the Authority member cities on a usage basis. Currently Wildomar's usage is rated at 17% of the total facility. The costs for field services are based on a negotiated level of service unique to each city.

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
100-460-4720	Animal Control			
100-460-4720-52115	Contractual Services Facility Debt Payment to Riverside County \$153,320 or \$12,777/month Sheltering Costs to AFV \$139,689 less \$6,000 = \$133,689 or 11,141/mo. Animal Control Field Services \$5,600/month = \$67,200	262,300	145,400	354,300
100-460-4720-52116	Professional Services	-	56,900	-
	Total Animal Control	262,300	202,300	354,300

Other Funds Summaries and Detail

Overview of Non-General Funds

Fiscal Year 2011-12

Gas Tax/TCRP: This fund is used to record all Gas Tax-related revenues from the State of California allocated to the City of Wildomar. Due to changes at the State level, The Traffic Congestion Relief Program has been combined with the Gas Tax Fund. Plans for FY 2011-12 include the continued repair and maintenance of the road system within the City.

Air Quality Management District (AQMD) Fund: This fund will be used to control the dust generated from the 47 miles of unimproved roads in the City.

Measure A Fund: This fund will be used to provide transportations improvements as noted within the City.

Assessment District Funds: These funds will provide services such as Parks, Landscape maintenance, and Street lighting. Utility costs continue to challenge the funds available to continue to provide these services. Although the Parks District source of funding continues to be threatened, services are currently funded using the anticipated assessments.

City of Wildomar

FY 2011-12 Budget

Department and Accounts

Account Number	Department/ Account Description and Budget Basis	Original FY 2010-11 Budget	Revised FY 2010-11 Budget	Proposed FY 2011-12 Budget
Gas Tax				
200-450	Public Works/Engineering			
200-450-4500	Public Works			
200-450-4500-52010	Office Supplies	8,500	8,500	9,000
200-450-4500-52115	Contractual Services <i>Interwest and PV Maint. for Road Maintenance and to be allocated to projects as needed</i>	897,000	897,000	900,000
200-450-4500-52116	Professional Services	-	-	-
200-450-4500-52117	Legal Services	5,000	5,000	5,000
200-450-4500-53024	Solid Waste	-	-	-
200-450-4500-53025	Electricity	14,000	14,000	18,000
200-450-4500-53026	Water	-	-	-
200-450-4500-53027	Gas	-	-	-
200-450-4500-53028	Communications	-	-	-
200-450-4500-59000	Transfers Out	118,000	118,000	180,000
	Public Works/Engineering	1,042,500	1,042,500	1,112,000
200-907	Safe Sidewalks to Schools			
200-907-4500	Public Works			
200-907-4500-52117	Legal Services			
	Safe Sidewalks to Schools			
200-908	Clinton Keith/I-15 Interchg 01			
200-908-4500	Public Works			
200-908-4500-52115	Contractual Services		15,000	
200-908-4500-52116	Professional Services			
200-908-4500-52117	Legal Services		40,000	
	Clinton Keith/I-15 Interchg 01		55,000	
200-909	Bundy Canyon/Scott Rd Widen 02			
200-909-4500	Public Works			
200-909-4500-52115	Contractual Services		100,000	
200-909-4500-52116	Professional Services			
	Bundy Canyon/Scott Rd Widen 02		100,000	
200-910	I-15/Baxter Traf Sig 03			
200-910-4500	Public Works			
200-910-4500-52116	Professional Services			
	I-15/Baxter Traf Sig 03			
200-911	Grand Ave Widen 04			
200-911-4500	Public Works			
200-911-4500-52115	Contractual Services			
	Grand Ave Widen 04			
200-912	Palomar Widen 05			
200-912-4500	Public Works			
200-912-4500-52115	Contractual Services			
200-912-4500-52116	Professional Services			
	Palomar Widen 05			
200-913	Clinton Keith Widen 08			
200-913-4500	Public Works			
200-913-4500-52115	Contractual Services			
200-913-4500-52116	Professional Services			
	Clinton Keith Widen 08			
	Gas Tax	4,7	1,197,500	1,112,000

City of Wildomar

FY 2011-12 Budget

Department and Accounts

Account Number	Department/ Account Description and Budget Basis	Original FY 2010-11 Budget	Revised FY 2010-11 Budget	Proposed FY 2011-12 Budget
201	Measure A			
201-450	Public Works/Engineering			
201-450-4500	Public Works			
201-450-4500-52115	Contractual Services	-	-	-
201-450-4500-59000	Transfers Out	27,900	27,900	28,000
	Public Works/Engineering	27,900	27,900	28,000
201-901	Accessibility Imp Prog			
201-901-4500	Public Works			
201-901-4500-52115	Contractual Services	20,000	20,000	20,000
201-901-4500-52116	Professional Services	-	-	-
	Accessibility Imp Prog	20,000	20,000	20,000
201-902	Roadway Safety Imp			
201-902-4500	Public Works			
201-902-4500-52115	Contractual Services	50,000	50,000	50,000
201-902-4500-52116	Professional Services	-	-	-
	Roadway Safety Imp	50,000	50,000	50,000
201-903	Slurry Seal Proa			
201-903-4500	Public Works			
201-903-4500-52115	Contractual Services	155,000	155,000	155,000
201-903-4500-52116	Professional Services	-	-	-
	Slurry Seal Prog	155,000	155,000	155,000
201-904	Traffic Signal Proa			
201-904-4500	Public Works			
201-904-4500-52115	Contractual Services	-	-	-
201-904-4500-52116	Professional Services	-	-	-
	Traffic Signal Prog	-	-	-
201-905	Unpaved Roadway			
201-905-4500	Public Works			
201-905-4500-52115	Contractual Services	29,100	29,100	33,000
201-905-4500-52116	Professional Services	-	-	-
	Unpaved Roadway	29,100	29,100	33,000
201-906	City Wide Maint Proa			
201-906-4500	Public Works			
201-906-4500-52115	Contractual Services	67,000	67,000	127,000
201-906-4500-52116	Professional Services	-	-	-
	City Wide Maint Prog	67,000	67,000	127,000
	Measure A	349,000	349,000	413,000

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
210	AQMD			
210-450	Public Works/Engineering			
210-450-4500	Public Works		-	-
210-450-4500-52115	Contractual Services <i>Unpaved Road Way Program</i>	22,800	22,800	17,000
210-450-4500-52116	Professional Services	-	-	-
210-450-4500-59000	Transfers Out	800	800	800
	AQMD	23,600	23,600	17,800

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
250	Parks			
250-410	General Government			
250-410-4610	Community Services			
250-410-4610-52010	Office Supplies	-	-	-
250-410-4610-52020	Legal Notices	-	-	-
250-410-4610-52115	Contractual Services	18,200	18,200	-
250-410-4610-52116	Professional Services	-	-	-
250-410-4610-52117	Legal Services	-	-	-
	Community Services	18,200	18,200	-
250-410-4611	O'Brien Park			
250-410-4611-52010	Office Supplies	3,690	4,000	-
250-410-4611-52115	Contractual Services	56,980	50,000	-
250-410-4611-53020	Telephone	-	-	-
250-410-4611-53025	Electricity	21,000	18,000	-
250-410-4611-53026	Water	39,190	25,000	-
250-410-4611-53028	Communications	600	600	-
	O'Brien Park	121,460	97,600	-
250-410-4612	Heritage Park			
250-410-4612-52010	Office Supplies	790	600	-
250-410-4612-52115	Contractual Services	21,880	21,900	-
250-410-4612-53020	Telephone	-	-	-
250-410-4612-53025	Electricity	-	-	-
250-410-4612-53026	Water	13,000	9,000	-
250-410-4612-53028	Communications	-	-	-
	Heritage Park	35,670	31,500	-
250-410-4613	Windsong Park			
250-410-4613-52010	Office Supplies	790	500	-
250-410-4613-52115	Contractual Services	18,680	15,000	-
250-410-4613-53020	Telephone	-	-	-
250-410-4613-53025	Electricity	2,400	1,200	-
250-410-4613-53026	Water	13,000	10,000	-
250-410-4613-53028	Communications	-	-	-
	Windsong Park	34,870	26,700	-
	Parks Total	210,200	174,000	-

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
251	LLMD 89-1C			
251-410	General Government			
251-450	Public Works/Engineering			
251-450-4502	Street Lights			
251-450-4502-52010	Office Supplies	-	-	-
251-450-4502-52020	Legal Notices	-	-	-
251-450-4502-52115	Contractual Services Currently LLMD serviced by Riverside County.	288,700	288,700	288,700
251-450-4502-52116	Professional Services	-	-	-
251-450-4502-53025	Electricity	-	-	-
251-450-4502-53026	Water	-	-	-
251-450-4502-53028	Communications	-	-	-
	Public Works/Engineering	288,700	288,700	288,700
	LLMD 89-1C	288,700	288,700	288,700

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
252	CSA-22			
	Public Works	-	-	-
252-450-4502	Street Lights			
252-450-4502-52010	Office Supplies	-	-	-
252-450-4502-52115	Contractual Services	2,900	2,900	2,900
252-450-4502-52116	Professional Services	-	-	-
252-450-4502-53025	Electricity	36,000	36,000	36,000
252-450-4502-53026	Water	-	-	-
252-450-4502-53028	Communications	-	-	-
	Public Works/Engineering	38,900	38,900	38,900
252-461	*** Title Not Found ***		-	
252-461-4610	Community Services		-	
252-461-4610-53026	Water	-	-	-
	*** Title Not Found ***	-	-	-
	CSA-22	38,900	38,900	38,900

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
253	CSA-103			
253-410	General Government		-	
253-410-4610	Community Services			
253-410-4610-52010	Office Supplies	-	400	-
253-410-4610-52115	Contractual Services	-	20,700	-
253-410-4610-53025	Electricity	-	-	-
253-410-4610-53026	Water	-	6,600	-
253-410-4610-53028	Communications	-	-	-
	Community Services	-	27,700	-
	General Government	-	27,700	-
253-450-4502	Street Lights			
253-450-4502-52010	Office Supplies	400	-	-
253-450-4502-52115	Contractual Services	20,700	-	21,900
	Landscape maintenance \$6,000			
	Contract Management \$3,400			
	Assessment Engineering \$12,505			
253-450-4502-52116	Professional Services	-	-	1,500
253-450-4502-53025	Electricity	141,000	141,000	170,000
253-450-4502-53026	Water	6,600	-	6,000
253-450-4502-53028	Communications	-	-	-
	Street Lights	168,700	141,000	199,400
	Public Works/Engineering	168,700	168,700	199,400
	CSA-103	168,700	168,700	199,400

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
254	CSA-142			
254-410	General Government		-	
254-410-4610	Community Services		-	
254-410-4610-52010	Office Supplies	-	-	-
254-410-4610-52115	Contractual Services	4,000	4,100	4,000
254-410-4610-53025	Electricity	-	-	-
254-410-4610-53026	Water	-	-	-
254-410-4610-53028	Communications	-	-	-
	General Government	4,000	4,100	4,000
254-450	Public Works/Engineering		-	
254-450-4500	Public Works		-	
254-450-4500-52115	Contractual Services	-	-	-
254-450-4500-53025	Electricity	-	-	-
	Public Works	-	-	-
254-450-4502	Street Lights			
254-450-4502-52010	Office Supplies	-	-	-
254-450-4502-52115	Contractual Services	-	-	-
254-450-4502-52116	Professional Services	-	-	-
254-450-4502-53025	Electricity	28,000	27,900	28,000
254-450-4502-53026	Water	-	-	-
254-450-4502-53028	Communications	-	-	-
	Street Lights	28,000	27,900	28,000
	Public Works/Engineering	28,000	27,900	28,000
	CSA-142	32,000	32,000	28,000

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
280	Grants			
280-410	General Government			
280-410-4610	Community Services			
280-410-4610-52010	Office Supplies	-	1,500	3,200
280-410-4610-52116	Professional Services	-	1,200	8,600
	General Government	-	2,700	11,800
280-907	Safe Sidewalks to Schools			
280-907-4500	Public Works			
280-907-4500-52010	Office Supplies	-	-	-
280-907-4500-52020	Legal Notices	-	-	-
280-907-4500-52115	Contractual Services	529,900	529,900	529,900
280-907-4500-52116	Professional Services	-	-	-
280-907-4500-58120	Right of Way Acquisition	60,000	60,000	60,000
	Safe Sidewalks to Schools	589,900	589,900	589,900
280-914	Street Light Replacement			
280-914-4500	Public Works			
280-914-4500-52012	Departmental Supplies	-	-	-
280-914-4500-52115	Contractual Services	-	-	-
	Street Light Replacement	-	-	-
280-915	Storm Event-Jan 2010			
280-915-4500	Public Works			
280-915-4500-52115	Contractual Services	-	100	-
	Storm Event-Jan 2010	-	100	-
280-916	Storm Event-Dec 2010			
280-916-4500	Public Works			
280-916-4500-52115	Contractual Services	-	10,000	-
	Storm Event-Dec 2010	-	10,000	-
280-951 HSGP FY 10				
280-951-4610-52010	Office Supplies			3,200
280-951-4610-52116	Professional Services	-	-	1,000
	Total HSGP FY 10	-	-	4,200
280-952 HSGP FY 11				
280-952-4610-52113	Travel			10,100
280-952-4610-52010	Office Supplies			2,300
280-952-4610-52116	Professional Service			2,400
	Storm Event-Dec 2010	-	-	14,800
	Grants	589,900	602,700	620,700

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
281	SLESF			
281-460	Public Safety			
281-460-4700	Police		-	
			-	
281-460-4700-52115	Contractual Services	-	-	-
281-460-4700-52116	Professional Services	-	-	-
281-460-4700-59000	Transfers Out	-	100,000	100,000
	SLESF	-	100,000	100,000

City of Wildomar

FY 2011-12 Budget

Department and Accounts

<i>Account Number</i>	<i>Department/ Account Description and Budget Basis</i>	<i>Original FY 2010-11 Budget</i>	<i>Revised FY 2010-11 Budget</i>	<i>Proposed FY 2011-12 Budget</i>
410	Admin Development Impact Fees			
410-410-4300-59000	Transfers Out (cost allocation to General Fund)	10,000	10,000	15,300
	Admin DIF	10,000	10,000	15,300
420	Public Facilities DIF			
420-410-4300-59000	Transfers Out (to general fund for public facility)	-	57,000	57,000
		-	-	-
	Public Facilities DIF	-	57,000	57,000
430	Fire Facilities DIF			
430-410-4300-59000	Transfers Out	-	-	-
	Community Dev Admin	-	-	-
	Fire Facilities DIF	-	-	-
440	Trans-Roads DIF			
440-410-4300-59000	Transfers Out	-	-	-
	Community Dev Admin	-	-	-
	Trans-Roads DIF	-	-	-
450	Trans-Signals DIF			
450-410-4300	Community Dev Admin	-	-	-
450-410-4300-59000	Transfers Out	-	-	-
	Community Dev Admin	-	-	-
	Trans-Signals DIF	-	-	-
460	Regional Parks DIF			
460-410-4300-59000	Transfers Out	-	-	-
	Community Dev Admin	-	-	-
	Regional Parks DIF	-	-	-
470	Community Ctr DIF			
470-410-4300-59000	Transfers Out	-	-	-
	Community Dev Admin	-	-	-
	Community Ctr DIF	-	-	-
480	Multipurpose Trails DIF			
480-410-4300-59000	Transfers Out	-	-	-
	Multipurpose Trails DIF	-	-	-

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.2
PUBLIC HEARING
Meeting Date: June 8, 2011

TO: Mayor and City Council Members

FROM: Dave Fontneau, Police Chief
Gary Nordquist, Assistant City Manager

SUBJECT: Traffic Offender Fund Fee

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, SETTING A VEHICLE IMPOUND ADMINISTRATIVE FEE

BACKGROUND / ANALYSIS:

At the February 24, 2011 City Council meeting, the Council approved Ordinance No. 59 which established the vehicle impound administrative fee for the City. The ordinance requires that the fee be set by City Council Resolution based upon a study demonstrating that the fee does not exceed the actual cost of providing the services for which it is imposed.

Vehicle Code Section 22850.5 authorized cities to establish procedures for the release of properly impounded vehicles, and to impose a charge “equal to its administrative costs relating to the removal, impound, storage, or release of the vehicles.” This ordinance requires the Police Department to charge such a fee to the owner of a vehicle impounded pursuant to Sections 14602.6, 22651(h), 22651(o), 22651(p), or 22655.5 of the California Vehicle Code. The law requires that the Police Chief propose the fees to be levied and the City Council approve the fees by Resolution.

In order to impose a new fee where other statutory procedures do not apply, the City must comply with the provisions of Government Code Section 66018 which requires a noticed public hearing. Notices for this public hearing were properly issued and the study demonstrating the actual cost of the services covered by the proposed fee is attached as Attachment B.

FISCAL IMPACTS:

Imposition of the proposed vehicle impound administrative fee will result in a net increase in City revenues, offsetting the administrative costs involved with impounding of vehicles. The City has been using general fund money to cover the costs associated with impounding vehicles. Annually this fee will generate approximately \$18,000.

Submitted by:

Approved by:

Dave Fontneau
Police Chief

Frank Oviedo
City Manager

ATTACHMENTS:

- A. Cost of services analysis
- B. Resolution No. 2011 - _____

Cost of Services Analysis

Attachment B



Service Description	Fund	Program	Account	Agency/Department/	Date
Vehicle Recovery Impound Fee	100		TBD	Police	11/30/2010

Description of Service, Demand, Subsidy and Other Comments:

The represents the estimated average cost of services provided by the Police staff and City staff engaged in completing the process of towing or impounding a vehicle, completing required documentation, reports and paperwork, sending out legally required storage notices, completing data entries and the cost of clerical support staff to process documentation, collect fees and process monies received. The cost recovery would only apply to qualifying tows (stolen and embezzled vehicle victims are exempt).

Personnel Costs

Position	Rates			Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of Service
	Hourly Rate	Paid Benefit Rate	Department Rate			
City Staff	\$45.00			\$45.00	0.20	\$9.00
Patrol Deputy				\$128.07	1.00	\$128.07
Total Burdened Personnel Costs per Unit of Service						\$137.07

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
Total Material & Rental Costs per Unit of Service			

Other Costs (Equipment, Building Usage, Part-time Labor w/o Benefits)

Description	Cost Each	Quantity Required	Unit Cost
Vehicle Cost (mileage)	\$0.92	2	\$1.84
Total Other Costs per Unit of Service			1.84

Fee Comparison Data

Jurisdiction	Fee per Hour	More or (Less) than Wildomar's Fee per Unit of Service	
		Dollars	Percentage
City of Wildomar	\$150.00		
City of Canyon Lake	\$150.00	\$ -	
City of Lake Elsinore	\$125.00	\$ (25.00)	
Moreno Valley	\$120.00	\$ (30.00)	
City of Perris	\$150.00	\$ -	
City of Temecula	\$116.00	\$ (34.00)	

Total Service Direct Costs	\$138.91
General & Administrative* Rate @ 15.00%	\$20.84
Total Service Cost / Unit	\$159.75
Recommended Fee	\$150.00
Recommended fee Subsidy	\$9.75
Current Fee Amount	0
Fee Increase/(Decrease)	\$150.00
Annual Usage (Number of Tows)	120
Projected Annual Revenue Impact	\$18,000.00

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, SETTING A VEHICLE IMPOUND ADMINISTRATIVE FEE

WHEREAS, on February 24, 2011, the City of Wildomar has adopted Ordinance No. 59 entitled "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"; and

WHEREAS, Ordinance No. 59 provides that the amount of the vehicle impound administrative fee shall be established by resolution of the City Council; and

WHEREAS, in accord with the provisions of Government Code Section 66018, the City properly published notice of a public hearing and held the public hearing on June 8, 2011, at which time the public was permitted to be heard on this matter; and

WHEREAS, the City has conducted a study to determine the actual cost of services for which the vehicle impound administrative fee has been established demonstrating that the actual cost of such services amounts to a total of \$159.75; and

WHEREAS, the City has also analyzed vehicle impound administrative fees charged by similar communities in the area and determined that the most common vehicle impound administrative fee charged in the area is \$150; and

WHEREAS, the City Council now desires to adopt a vehicle impound administrative fee consistent with the study conducted to cover the actual cost of the services rendered that does not exceed that cost.

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

SECTION I. The vehicle impound administrative fee shall be \$150.

SECTION II. The vehicle impound administrative fee shall take effect as provided by law.

PASSED, APPROVED, AND ADOPTED this 8th day of June, 2011.

Marsha Swanson
Mayor

ATTEST:

Debbie Lee, CMC
City Clerk

APPROVED AS TO FORM:

Julie Hayward Biggs
City Attorney

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.3
PUBLIC HEARING
Meeting Date: June 8, 2011

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Zoning Ordinance Amendment No. 11-01 - Rear Yard Setback Requirement for Detached Accessory Buildings in the R-R (Rural Residential) Zone

STAFF REPORT

RECOMMENDATION:

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

ORDINANCE NO. 2011 - _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION
AND APPROVING ZONING ORDINANCE AMENDMENT NO. 11-01 TO
AMEND SECTION 17.16.020.D.3 OF THE WILDOMAR ZONING
ORDINANCE TO CHANGE THE REQUIRED REAR YARD SETBACK
FOR DETACHED ACCESSORY BUILDINGS IN THE R-R (RURAL
RESIDENTIAL) ZONE FROM 20 FEET TO 10 FEET

DISCUSSION:

At the request of the Planning Commission, the Planning Department has proposed a Zoning Ordinance Amendment to create a different rear yard setback standard for detached accessory buildings in the R-R (Rural Residential) zone. Staff presented Zoning Ordinance Amendment No. 11-01 to the Planning Commission at its May 4, 2011 meeting.

Specifically, the amendment changes the rear yard setback from its existing requirement of 20 feet to 10 feet only for accessory buildings. The rear yard setback for a main dwelling unit will remain at 20 feet.

Over the past year, staff has had to reject several plot plan application requests for accessory buildings because the 20-foot rear yard setback could not be achieved. In some cases, certain properties had an existing detached accessory building that was approved by the County with a 10-foot rear yard setback. The alternative to this situation has been to require a Variance application; however, this is expensive for the homeowner and making the required findings is difficult since most properties in the R-R

zone are larger than the standard R-1 properties (i.e., less hardship or physical constraints).

Staff believes, and the Commission concurred, that the reduced setback is a reasonable solution to address this issue. It is staff's belief that establishing a 10-foot rear yard setback only for a detached accessory building will not negatively affect the rural character of the R-R zone. For distinction purposes, the City's Building Code allows a 5-foot rear yard setback for accessory buildings (3 feet if fire sprinklers are provided). In addition, the 10-foot setback proposal will allow homeowners in the R-R zone to better utilize their property and, in some cases, eliminate the non-conforming status on a number of structures.

Based on staff's presentation and public testimony, the Planning Commission unanimously voted 5 – 0 to recommend City Council approval of Zoning Ordinance Amendment No. 11-01. A copy of the PC report/resolution and draft meeting minutes are provided for Council consideration.

ENVIRONMENTAL ASSESSMENT:

A review of the potential environmental impacts was conducted for the proposed ordinance amendment. This evaluation concluded that there will be no impacts to the environment. Therefore, the Planning Commission recommends the City Council determine that the proposed amendment complies with the provisions of Section 15061(b)(3) of CEQA. This section 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.

REQUIRED FINDINGS:

- A. The proposed zoning ordinance amendment to the Zoning Ordinance is consistent with the City of Wildomar General Plan.

The proposed amendment to the Zoning Ordinance is consistent with the City of Wildomar General Plan. The proposed revision to reduce the rear yard setback from 20 feet to 10 feet for detached accessory buildings in the R-R (Rural residential) zone will not affect any of the residential policies outlined in the General Plan. In fact, the amendment will allow homeowners to build detached accessory buildings in a manner in keeping with the setbacks for detached accessory buildings typically found in residential zones. As detached accessory buildings are "accessory" to the main dwelling, it is appropriate that the required setback reflect the accessory nature of the use which is different from the nature and setbacks of the main dwelling unit. The proposed revision to the Zoning Ordinance is consistent with and, will further the provisions of General Plan, and will not impact the public health, safety and general welfare of the residents of Wildomar.

FISCAL IMPACT:

There is no fiscal impact resulting from this action.

Submitted by:

Approved by:

Matthew C. Bassi
Planning Director

Frank Oviedo
City Manager

ATTACHMENTS:

1. Draft City Council Ordinance for ZOA No. 11-01
2. Planning Commission Staff Report (May 4, 2011)
3. Planning Commission Minutes (Excerpts from the May 4, 2011 meeting)

ATTACHMENT 1
DRAFT COUNCIL ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA ADOPTING A CATEGORICAL EXEMPTION AND APPROVING ZONING ORDINANCE AMENDMENT NO. 11-01 TO AMEND SECTION 17.16.020.D.3 OF THE WILDOMAR ZONING ORDINANCE TO CHANGE THE REQUIRED REAR YARD SETBACK FOR DETACHED ACCESSORY BUILDINGS IN THE R-R (RURAL RESIDENTIAL) ZONE FROM 20 FEET TO 10 FEET.

THE WILDOMAR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1: Environmental Findings. The City Council hereby finds and determines that the project consists of a zoning ordinance amendment related to the requirements and processes for extensions of time for conditional use permits 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. General Plan Consistency Findings. The proposed amendment to the Zoning Ordinance is consistent with the City of Wildomar General Plan. The proposed revision to reduce the rear yard setback from 20 feet to 10 feet for detached accessory buildings in the R-R (Rural residential) zone will not affect any of the residential policies outlined in the General Plan. In fact, the amendment will allow homeowners to build detached accessory buildings in a manner in keeping with the setbacks for detached accessory buildings typically found in residential zones. As detached accessory buildings are “accessory” to the main dwelling, it is appropriate that the required setback reflect the accessory nature of the use which is different from the nature and setbacks of the main dwelling unit. The proposed revision to the Zoning Ordinance is consistent with and, will further the provisions of General Plan, and will not impact the public health, safety and general welfare of the residents of Wildomar.

SECTION 3: Amendment of the Zoning Ordinance. Section 17.16.020.D.3 of the Wildomar Zoning Ordinance is hereby amended in its entirety to read as follows:

1. The rear yard setback for the main dwelling unit shall not be less than twenty (20) feet.
 - a. The rear yard setback for a detached accessory building on the same lot, as defined by Section 17.172.130, shall not be less than ten (10) feet.

SECTION 4. Severability. If any section, subsection, subdivision, sentence, clause, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall take effect and be in full force and operation 30 calendar days after its second reading.

SECTION 6. Publication. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published in accordance with law.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2011.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

ATTACHMENT 2

**Planning Commission Staff Report
(May 4, 2011 Meeting)**

CITY OF WILDOMAR – PLANNING COMMISSION
Agenda Item # 2.2
PUBLIC HEARING
Meeting Date: May 4, 2011

TO: Chairman and Members of the Planning Commission

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Zoning Ordinance Amendment No. 11-01:

A City-Initiated Zoning Ordinance Amendment to revise the rear yard setback requirement from 20 feet to 10 feet for detached accessory buildings in the R-R (Rural Residential) zone district.

RECOMMENDATION:

It is recommended that the Planning Commission adopt Resolution No. 11-04 titled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 11-01 AMENDING SECTION 17.16.020.D.3 OF THE WILDOMAR ZONING ORDINANCE TO REVISE THE REAR YARD SETBACK FOR DETACHED ACCESSORY BUILDINGS IN THE R-R (RURAL RESIDENTIAL) ZONE

BACKGROUND/DISCUSSION:

The current rear yard setback requirement outlined in Section 17.16.020.D.3 of the R-R (Rural Residential) zone is 20 feet. This setback standard is applicable to both a main dwelling unit and a detached accessory buildings. This setback requirement was adopted by the City Council in April 2010 (Ordinance No. 49) because Ordinance No. 348 (Riverside County Zoning Ordinance), which was adopted by the City upon incorporation, did not include any specific building setbacks for the R-R zone.

The 20-foot rear yard setback was established by the Commission and Council to maintain the rural character of the R-R zone district. However, in staff's analysis there was no distinction between the main dwelling unit and a detached accessory building, so both structures were subject to the same setback requirement.

Over the past year, staff has had to reject several plot plan application requests for accessory buildings because the 20-foot rear yard setback could not be achieved. In some cases, certain properties had an existing detached accessory buildings that was approved by the County with a 10-foot rear yard setback. The alternative to this

situation has been to require a Variance application; however, this is expensive for the homeowner and making the required findings is difficult since most properties in the R-R zone are larger than the standard R-1 properties (i.e., less hardship or physical constraints).

To alleviate this situation staff, at the request of the Planning Commission, is proposing to amend the rear yard setback requirement for detached accessory buildings in the R-R zone from 20 feet to 10 feet. The rear yard setback requirement for the main dwelling unit will remain at 20 feet.

Staff believes that the reduced setback is a reasonable solution to address this issue. It is our opinion that establishing a 10-foot rear yard setback for a detached accessory buildings will not negatively affect the rural character of the R-R zone, as it will apply only to detached accessory structures. In addition, the 10-foot setback proposal will maintain the rural look while allowing homeowners in the R-R zone to better utilize their property and, in some cases, be consistent with the setbacks for existing accessory buildings.

ENVIRONMENTAL ASSESSMENT:

A review of the potential environmental impacts was conducted for the proposed ordinance amendment. This evaluation indicated no potential for impacts on the environment. As a result, the Planning Director recommends that the Planning Commission recommend to the City Council that the Council make a determination that the proposed zoning ordinance amendment has no potential to impact to the environment, and that 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.

REQUIRED FINDINGS:

- A. The proposed zoning ordinance amendment to the Zoning Ordinance is consistent with the City of Wildomar General Plan.

The proposed amendment to the Zoning Ordinance is consistent with the City of Wildomar General Plan. The proposed revision to reduce the rear yard setback from 20 feet to 10 feet for detached accessory buildings in the R-R (Rural residential) zone will not affect any of the residential policies outlined in the General Plan. In fact, the amendment will allow homeowners to build detached accessory buildings in a manner in keeping with the setbacks for detached accessory buildings typically found in residential zones. As detached accessory buildings are "accessory" to the main dwelling, it is appropriate that the required setback reflect the accessory nature of the use which is different from the nature

and setbacks of the main dwelling unit. The proposed revision to the Zoning Ordinance is consistent with and, will further the provisions of General Plan, and will not impact the public health, safety and general welfare of the residents of Wildomar.

STAFF RECOMMENDATION

That the Planning Commission recommend the City Council take the following actions:

1. Notice of Exemption. That the City Council make a determination that the project is exempt from environmental review in accordance with Section 15061(b)(3) of the CEQA Guidelines and direct the Planning Director to file a Notice of Exemption with the Riverside County Clerk; and
2. Adopt an Ordinance. That the City Council adopt an Ordinance approving Zoning Ordinance Amendment No. 11-01 attached hereto and incorporated herein by reference as Exhibit 1.

Respectfully Submitted,

Matthew C. Bassi
Planning Director

ATTACHMENTS:

- A. PC Resolution No. 11-04
Exhibit 1 – Draft City Council Ordinance

ATTACHMENT A

PC Resolution No. 11-04

RESOLUTION NO. 11-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 11-01 AMENDING SECTION 17.16.020.D.3 OF THE WILDOMAR ZONING ORDINANCE TO REVISE THE REAR YARD SETBACK FOR DETACHED ACCESSORY BUILDINGS IN THE R-R (RURAL RESIDENTIAL) ZONE

WHEREAS, the City of Wildomar incorporated on July 1, 2008 and adopted the County Zoning Ordinance (Ordinance No. 348) in effect at that time; and

WHEREAS, on April 23, 2011, City gave public notice by the methods prescribed the Municipal Code announcing the holding of a public hearing at which time the proposed Zoning Ordinance Amendment No. 11-01 would be considered; and

WHEREAS, on May 4, 2011, the Planning Commission, during a regularly scheduled public hearing, considered the draft ordinance for Zoning Ordinance Amendment No. 11-01 reducing the rear yard setback for detached accessory buildings from 20 feet to 10 feet in the R-R (Rural Residential) zone.

NOW THEREFORE, the Planning Commission of the City of Wildomar does Resolve, Determine, Find and Order as follows:

SECTION 1. ENVIRONMENTAL FINDINGS.

The Planning Commission, hereby recommends that the City Council find and determine that the project consists of a zoning ordinance amendment related to the requirements and processes for extensions of time for conditional use permits 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. REQUIRED FINDINGS.

- A. The proposed zoning ordinance amendment to the Zoning Ordinance is consistent with the City of Wildomar General Plan.

The proposed amendment to the Zoning Ordinance is consistent with the City of Wildomar General Plan. The proposed revision to reduce the rear yard setback from 20 feet to 10 feet for detached accessory buildings in the R-R (Rural residential) zone will not affect any of the residential policies outlined in the General Plan. In fact, the amendment will allow homeowners to build detached accessory buildings in a manner in keeping with the setbacks for detached accessory buildings typically found in residential zones. As detached accessory buildings are “accessory” to the main dwelling, it is appropriate that the required setback reflect the accessory nature of the use which is different from the nature and setbacks of the main dwelling unit. The proposed revision to the Zoning Ordinance is consistent with and, will further the provisions of General Plan, and will not impact the public health, safety and general welfare of the residents of Wildomar.

SECTION 3. PLANNING COMMISSION ACTIONS.

The Planning Commission recommends the City Council take the following actions:

2. Notice of Exemption. That the City Council make a determination that the project is exempt from environmental review in accordance with Section 15061(b)(3) of the CEQA Guidelines and direct the Planning Director to file a Notice of Exemption with the Riverside County Clerk; and
3. Adopt an Ordinance. That the City Council adopt an Ordinance approving Zoning Ordinance Amendment No. 11-01 attached hereto and incorporated herein by reference as Exhibit 1.

PASSED, APPROVED AND ADOPTED this 4th day of May, 2011 by the following vote:

AYES.

NOES:

ABSENT:

ABSTAINED:

Harv Dykstra,
Planning Commission Chairman

ATTEST:

Matthew C. Bassi
Planning Director/Minutes Secretary

APPROVED AS TO FORM:

Thomas Jex, Assistant City Attorney

ATTACHMENT 3
Draft PC Minutes Excerpts
(May 4, 2011)

DRAFT

EXCERPTS OF THE CITY OF WILDOMAR PLANNING COMMISSION REGULAR MEETING MINUTES May 4, 2011

CALL TO ORDER

The regular meeting of the Wildomar Planning Commission was called to order by Planning Commission Chairman Dykstra at 7:00 P.M. at Wildomar City Hall, Council Chambers.

ROLL CALL

Present: Harv Dykstra, Chairman
Stand Smith, Vice-Chairman
Michael Kazmier, Commissioner
Robert Devine, Commissioner
Veronica Langworthy, Commissioner

Absent:

Staff Present: Mathew Bassi, Planning Director
Erica Vega, Assistant City Attorney
Alfredo Garcia, Assistant Planner

FLAG SALUTE

Commissioner Devine led the flag salute.

PUBLIC COMMENTS

None.

APPROVAL OF THE AGENDA AS SUBMITTED

Vice Chairman Smith motioned to approve the agenda as submitted. Motioned seconded by Commissioner Devine. Motioned Carried, the following vote resulted:

AYES: Devine, Dykstra, Kazmier, Langworthy, Smith
NOES:
ABSENT:
ABSTAIN:

2.0 PUBLIC HEARINGS

2.2 Zoning Ordinance Amendment No. 11-01

A City-Initiated Zoning Ordinance Amendment to revise the rear yard setback requirement from 20 feet to 10 feet for detached accessory buildings in the R-R (Rural Residential) zone district.

RECOMMENDATION:

Staff recommends the Planning Commission adopt Resolution No. 11-04 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WILDOMAR, CALIFORNIA RECOMMENDING CITY COUNCIL ADOPTION OF A CATEGORICAL EXEMPTION AND APPROVAL OF ZONING ORDINANCE AMENDMENT NO. 11-01 AMENDING SECTION 17.16.020.D.3 OF THE WILDOMAR ZONING ORDINANCE TO REVISE THE REAR YARD SETBACK FOR DETACHED ACCESSORY BUILDINGS IN THE R-R (RURAL RESIDENTIAL) ZONE

Planning Director Bassi made the staff presentation.

Commissioner Devine asked Director Bassi for clarification on setbacks regarding those established by the County.

Director Bassi provided clarification.

Chairman Dykstra opened the public hearing.

No comments from the public during the public hearing.

Chairman Dykstra closed the public hearing.

Commissioner Devine motioned to recommend City Council adoption of a Categorical Exemption and approval of Zoning Ordinance Amendment No. 11-01 to revise the rear yard setback for accessory structures in the R-R (Rural Residential) zone from 20 feet to 10 feet. Motioned Carried, the following vote resulted:

AYES: Devine, Dykstra, Kazmier, Langworthy, Smith

NOES:

ABSENT:

ABSTAIN:

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: June 8, 2011

TO: Mayor and City Council Members
FROM: Gary Nordquist, Assistant City Manager
SUBJECT: Parks Update

STAFF REPORT

RECOMMENDATION:

Discuss plans regarding the parks.

DISCUSSION:

The vote on the future of funding of parks maintenance and establishing recreation programs occurs on June 7, 2011. Staff will provide an update on the results of the election.

Submitted by:

Approved by:

Gary Nordquist
Assistant City Manager

Frank Oviedo
City Manager

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: June 8, 2011

TO: Mayor and City Council Members

FROM: Tim D’Zmura, Public Works Director

SUBJECT: Maintenance Agreement for the Water Quality Basin on Parcel 366-210-053 and an Agreement for the Relocation Outside of the Public Right of Way

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the agreements for the maintenance of the water quality basin on parcel 366-210-053; require the relocation outside of the future public right of way; and direct the City Clerk to record said agreements with the Riverside County Recorder’s Office.

DISCUSSION:

As part of the development of Conditional Use Permit 09-0265 (see attached Site Location Map), Moralez Enterprises, LLC. (Developer) is required to construct a water quality basin. The Developer owns parcel 366-210-053, adjacent to the project site, and will locate the basin on that parcel. The water quality basin discharges treated water across public right of way to Bundy Canyon Road.

The maintenance agreement requires the landowner to maintain the water quality basin in good working condition acceptable to the City. It permits the City entrance to the property to inspect the basin and if the landowner has not maintained the basin this agreement allows the City to take whatever steps are necessary to correct the deficiencies at the landowner’s expense.

The encroachment removal agreement requires the landowner, at their own expense, to remove and reconfigure the outlet from the water quality basin within the future public right of way. This would most likely occur when roadway improvements to Bundy Canyon Road are to be constructed within the public right of way, in the basin outlet area. Additionally, the agreement holds the City harmless from any damages or liabilities for the private improvement within the public right of way.

FISCAL IMPACT:

The Developer is responsible for the cost to prepare these documents. Once the documents are recorded and the water quality basin is constructed the landowner is responsible for the maintenance and all improvements required for the water quality basin and outlet. The City is not financially responsible for these activities.

Submitted by:

Approved by:

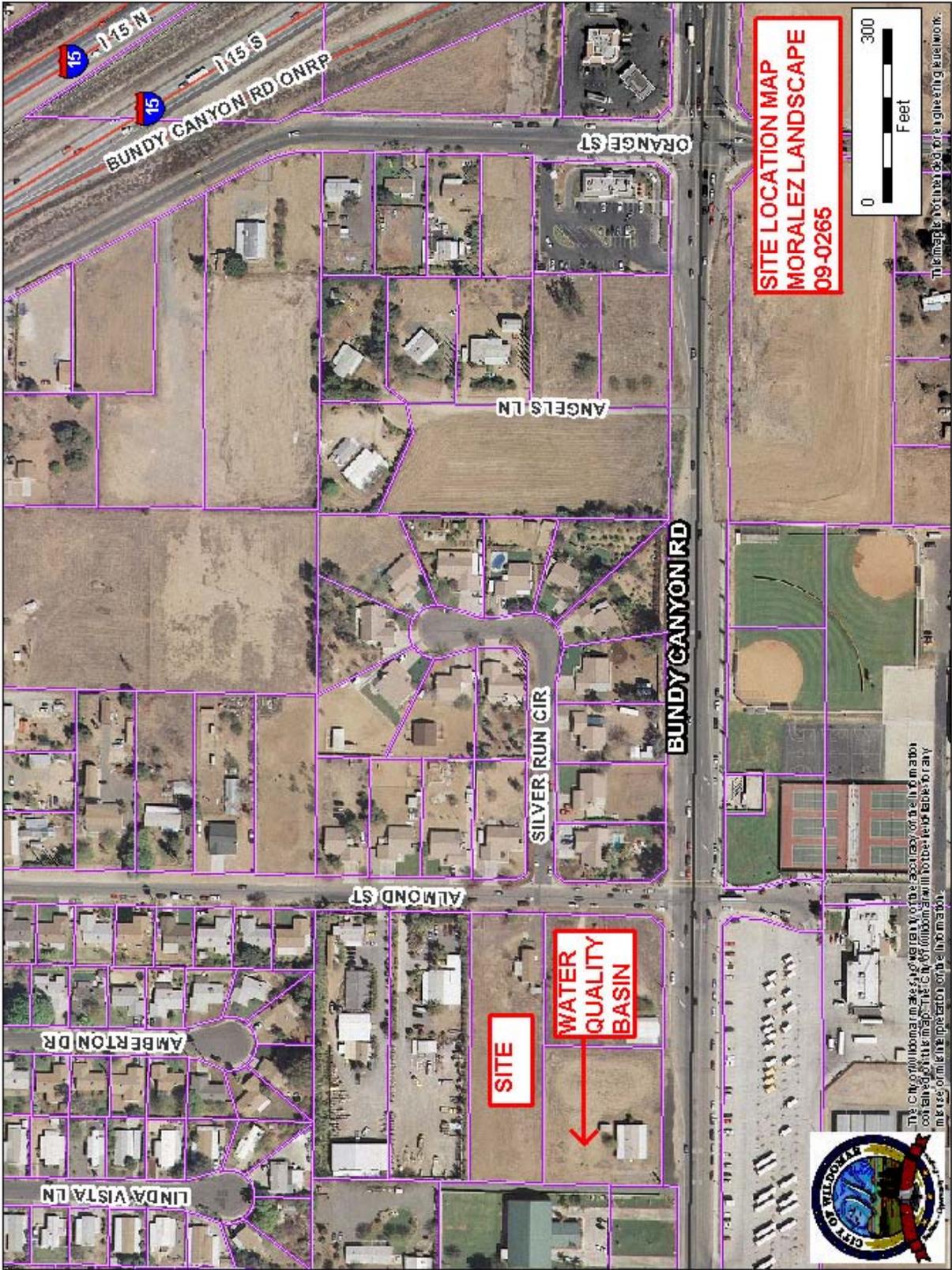
Tim D’Zmura
Director of Public Works

Frank Oviedo
City Manager

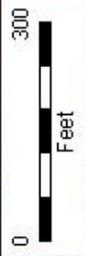
ATTACHMENTS:

1. Site Location Map
2. Storm Water Management/BMP Facilities Agreement.
3. Encroachment Removal Agreement

ATTACHMENT 1



**SITE LOCATION MAP
MORALEZ LANDSCAPE
09-0266**



This map is not to be used for engineering or construction.

SITE

**WATER
QUALITY
BASIN**

The City of Belton makes no warranty for the accuracy of the information contained herein. The City of Belton shall not be held liable for any mistakes or omissions in this map.



ATTACHMENT 2

STORMWATER MANAGEMENT/BMP
FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of May, 2011 , by and between Moralez Enterprises, LLC (the "Landowner"), and the City of Wildomar, a municipal corporation (the "City").

RECITALS

WHEREAS, the Landowner is the owner of certain real property described as Parcel 3 of PM 16803 as recorded by deed in the land records of Riverside County, California, Deed Book 100, Page 13, (the "Property").

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

WHEREAS, the Site Plan/Subdivision Plan known as Plot Plan 09-0265, as approved or to be approved by the City (the "Plan"), which is incorporated herein by reference, provides for stormwater quality treatment within the confines of the property; and

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals:

Morales Enterprises LLC.
Company/Corporation/Partnership Name (Seal)
By: [Signature]
Name: Paul J Morales
Title: Operating Officer

RECORD OWNERS (MUST BE NOTARIZED)

CITY OF WILDOMAR
PUBLIC WORKS DEPARTMENT

Tim D'Dzmura
Director of Public Works

Date

ATTEST

Date

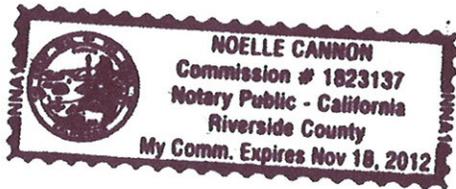
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 5/31/2011 before me, Noelle Cannon, Notary Public

personally appeared Paul J. Moralez



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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Facilities Agreement

Document Date: 5/31/2011 Number of Pages: 2

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Paul J. Moralez

- Individual
- Corporate Officer — Title(s): Operating officer
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Moralez Enterprises

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

ATTACHMENT 3

EXEMPT FROM RECORDING FEES
GOVERNMENT CODE § 6103

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

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

SPACE ABOVE FOR RECORDERS USE ONLY

APN: 366-210-053
DOCUMENTARY TRANSFER TAX: \$ None

**ENCROACHMENT REMOVAL AGREEMENT
PROPOSED ENCROACHMENT ON RIGHT OF WAY**

THIS ENCROACHMENT REMOVAL AGREEMENT ("AGREEMENT") dated solely for identification this 31st day of May, 2011, by and between the **CITY OF WILDOMAR**, a municipal corporation, ("CITY"), and, **Moralez Enterprises, LLC, a California Limited Liability Company**, ("OWNER").

WHEREAS, OWNER is the owner of that certain real property located at 21730 Bundy Canyon Road in the City of Wildomar, County of Riverside, State of California, ("PROPERTY"), more particularly described as follows:

Parcel 4 of Parcel Map 16803, PM Book 100 at Page 13, O.R., Riverside County, California.

WHEREAS, OWNER has requested that CITY allow OWNER to build and maintain a water quality basin and appurtenances, as shown on approved improvement plan number 09-0265, ("ENCROACHMENT") for the use and benefit of the PROPERTY in, on, over, across, and through the future right of way of Bundy Canyon Road ("RIGHT OF WAY"). The ENCROACHMENT and RIGHT OF WAY are shown on Exhibit "A", attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of CITY granting permission for the ENCROACHMENT within the RIGHT OF WAY, OWNER covenants and agrees as follows:

(1) The ENCROACHMENT shall be constructed and installed in a good workman like manner in substantial conformance with the plans and specifications on file in the CITY'S Engineering Division, and as briefly described on Exhibit "A".

(2) OWNER and its heirs, successors and/or assigns in interest shall maintain the permitted ENCROACHMENT at all times in a decent, safe and sanitary condition in accordance with general prevailing standards of maintenance, and pay all cost and expenses incurred in doing so. However, nothing herein shall be construed to require OWNER to maintain, replace or repair any CITY owned facility such as pipeline, conduit, cable located in or under said ENCROACHMENT, except as otherwise provided herein.

(3) If facilities or improvements owned or approved by CITY are damaged by the installation or presence of the permitted ENCROACHMENT, OWNER shall be responsible for the full costs of repair, as determined in the sole opinion of the City Engineer.

(4) If the ENCROACHMENT actually built or installed varies from the permitted ENCROACHMENT shown on Exhibit "A" hereto, such changes or variations must be approved by the City prior to the construction or installation of the ENCROACHMENT and shall be shown on as-built plans.

(5) OWNER shall at all times relieve, indemnify, protect, defend and save the CITY and any and all of its boards, officers, agents, and employees harmless from any and all claims, liabilities and demands, actions, proceedings, losses, liens, costs, attorney and expert fees and judgments, civil fines, and penalties of any nature whatsoever relating to the ENCROACHMENT or this AGREEMENT in regard to or resulting from the construction, maintenance, state of use, repair or presence of the ENCROACHMENT permitted hereunder, including but not limited to attorney's fees and expenses incurred in legal actions, death, injury, or damage that may be caused directly or indirectly by:

a. Condition. The physical presence of the ENCROACHMENT, or any unsafe or defective condition in or on the RIGHT OF WAY of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use of the RIGHT OF WAY or ENCROACHMENT by OWNER, its employees, agents, lessees, sublessees, invitees, and/or licensees; or,

b. Operation. Any operation, use, or occupation conducted on the RIGHT OF WAY by OWNER, its employees, agents, lessees, sublessees, invitees, and/or licensees, directly or indirectly related to or caused by the presence of the ENCROACHMENT; or,

c. Negligence. Any act, omission, or negligence on the part of OWNER, its employees, agents, lessees, sublessees, invitees, and/or licensees; and/or

d. Compliance. Any failure by OWNER, its employees, agents, lessees, sublessees, invitees, and/or licensees, to comply or secure compliance with any of the terms or conditions of this AGREEMENT.

(6) OWNER shall remove, at OWNER'S expense, said ENCROACHMENT within thirty (30) days following written notice and as directed by the CITY, or in the event of an emergency, upon the date so indicated by the CITY. No reason is required for the removal of the ENCROACHMENT; said removal shall be at the sole discretion of the City Engineer. Should OWNER fail to remove the ENCROACHMENT or any part thereof within the time period given or within any extension in writing granted by the CITY, the CITY may cause such work to be done, and the costs thereof shall be a charge to and may become a lien upon the PROPERTY.

(7) The CITY shall have no responsibility or liability for, and OWNER agrees to hold the CITY harmless from, any damage to the ENCROACHMENT from any cause, including but not limited to damage resulting from the construction, maintenance, state of use, repair, and presence of the CITY facilities, operation or occupation within the RIGHT OF WAY.

(8) Whenever it is deemed by the City Engineer that a public improvement cannot be economically placed, replaced, or maintained due to the presence of the ENCROACHMENT, OWNER agrees to provide an alternative location for the public improvement, which shall be approved by the CITY, all at no cost or expense to the CITY.

(9) Whatever rights were acquired by CITY with respect to the RIGHT OF WAY shall remain and continue in full force and effect and in no way be affected by CITY'S grant of permission contained in this Agreement.

(10) Any construction performed prior to the CITY'S final approval is at the OWNER'S risk and may be subject to removal, fines and penalties.

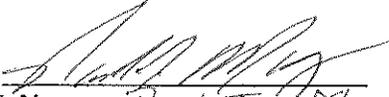
(11) This AGREEMENT and all the obligations contained therein shall constitute covenants running with the land and shall be binding on and for the benefit of OWNER, its transferees, successors and assigns, and any other present or future interest holders or estate holders of any portion or all of the PROPERTY. This AGREEMENT shall be recorded against the PROPERTY by the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

[SIGNATURES ON FOLLOWING PAGE]

OWNER:

Moralez Enterprises, LLC

By: 
Print Name: Paul J. Moralez
Title: Managing Officer

CITY:

City of Wildomar

Frank Oviedo
City Manager

By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM:

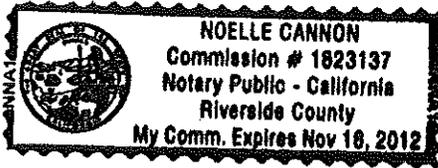
Julie Hayward Biggs
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
 COUNTY OF Riverside

On 5/31, 2011 before me, Noelle Cannon, Notary, personally appeared
Paul J. Moralez, Public

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



WITNESS my hand and official seal.

Noelle Cannon
 (SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL
 CORPORATE OFFICER

TITLE(S)

PARTNER(S) LIMITED
 GENERAL

ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

Encroachment Removal Agreement +
 TITLE OR TYPE OF DOCUMENT

4
 NUMBER OF PAGES

MAY 31, 2011
 DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: June 8, 2011

TO: Mayor and City Council Members
FROM: Julie Hayward Biggs, City Attorney
CONTACT: Debbie Lee, City Clerk
SUBJECT: Agreement for Police Services to be Provided at No Cost

STAFF REPORT

RECOMMENDATION:

Approve the Net Savings Agreement with the County of Riverside to provide law enforcement services without cost up to a maximum dollar value to assure compliance with revenue neutrality laws relating to the incorporation of the City of Wildomar.

DISCUSSION:

During the incorporation process, negotiations were undertaken with the County of Riverside relating to revenue neutrality requirements of Government Code §56815. That statute provides as follows:

“(a) It is the intent of the Legislature that any proposal that includes an incorporation should result in a similar exchange of both revenue and responsibility for service delivery among the county, the proposed city, and other subject agencies. It is the further intent of the Legislature that an incorporation should not occur primarily for financial reasons.

(b) The commission shall not approve a proposal that includes an incorporation unless it finds that the following two quantities are substantially equal:

(1) Revenues currently received by the local agency transferring the affected territory that, but for the operation of this section, would accrue to the local agency receiving the affected territory.

(2) Expenditures, including direct and indirect expenditures, currently made by the local agency transferring the affected territory for those services that will be assumed by the local agency receiving the affected territory.

(c) Notwithstanding subdivision (b), the commission may approve a proposal that includes an incorporation if it finds either of the following:

(1) The county and all of the subject agencies agree to the proposed transfer.

(2) The negative fiscal effect has been adequately mitigated by tax sharing agreements, lump-sum payments, payments over a fixed period of time, or any other terms and conditions pursuant to Section 56886.

(d) Nothing in this section is intended to change the distribution of growth on the revenues within the affected territory unless otherwise provided in the agreement or agreements specified in paragraph (2) of subdivision (c).

(e) Any terms and conditions that mitigate the negative fiscal effect of a proposal that contains an incorporation shall be included in the commission resolution making determinations adopted pursuant to Section 56880 and the terms and conditions specified in the questions pursuant to § 57134.”

In the course of the revenue neutrality negotiations, it became clear to the County of Riverside that it would experience a substantial decrease in the cost of providing services to the City of Wildomar upon incorporation. To assure that the incorporation was in fact revenue neutral, the County adopted a policy (Policy A-46) providing that “where a Comprehensive Fiscal Analysis (CFA) clearly demonstrates that a proposed incorporation will be revenue neutral or result in a reduction in net county cost, consideration may be given to negotiating a County contribution to the initial cost of city services” (Attachment A).

In order to comply with the provisions of Government Code §56815 the County has chosen to proceed under the provisions of Government Code §57384 to provide public services at no cost up to the dollar amount previously determined to represent the decrease in cost of public services to the County resulting from the incorporation of the City.

To implement that process, the City of Wildomar adopted a resolution on October 12, 2010, requesting continued public services at no cost up to the maximum value of the decrease in cost to the County. Approval of the Net Savings Agreement with the County of Riverside will permit compliance with the provisions of Government Code §§ 56815 and 56384.

ALTERNATIVES:

The effect of not adopting the Resolution, however, will be to increase the cost of public services to the residents of Wildomar by the amount that the County has determined.

FISCAL IMPACTS:

If the Net Savings Agreement with the County of Riverside is not adopted and no other action is taken to address the decrease in costs to the County resulting from the incorporation of the City of Wildomar, the City will be paying an average of \$270,000 more per year over the next eight years than its appropriate share of public service

costs contrary to the determinations made in the CFA. Approval of the Net Savings Agreement with the County of Riverside complies with the mandate of Government Code §56815 that incorporation of a new city be revenue neutral as to the County and the City.

Submitted By:

Approved By:

Julie Hayward Biggs
City Attorney

Frank Oviedo
City Manager

ATTACHMENTS:

Net Savings Agreement with the County of Riverside

**COUNTY NET SAVINGS AGREEMENT
BY AND BETWEEN THE
COUNTY OF RIVERSIDE AND
CITY OF WILDOMAR**

This COUNTY NET SAVINGS AGREEMENT (“Agreement”) is made and entered into by and between the CITY OF WILDOMAR (“City”), a municipal corporation incorporated under the laws of the State of California, and the COUNTY OF RIVERSIDE (“County”), a political subdivision of the State of California, as of the date of approval by both Parties.

RECITALS

WHEREAS, on July 31, 2007, in accordance with Government Code section 56815(c)(2), County Board Policy A-46 was amended to authorize annual revenue augmentation to the City to off-set the decrease in County costs for public services that would result from the incorporation of the City for the first ten years following incorporation; and

WHEREAS, on or about September 27, 2007, Riverside Local Agency Formation Commission approved the proposed incorporation of the City, adopted the Wildomar CFA which calculated the annual revenue augmentation to the City based on the estimated annual net savings to the County resulting from the City’s incorporation, and required the County to provide annual revenue augmentation to the City consistent with the County’s action taken on July 31, 2007 as reflected in the Wildomar CFA; and

WHEREAS, on October 31, 2007, a legal challenge was brought against County Board Policy A-46 and County augmentation payment in *Ste. Marie v. County of Riverside*, Riverside County Superior Court Case No. RIC 484325 (“*Ste. Marie* action”); and

WHEREAS, on June 27, 2008, the trial court in the *Ste. Marie* action denied plaintiff’s motion for summary judgment and determined that County Board Policy A-46 and the augmentation payment did not constitute a gift of public funds and were authorized by law; and

WHEREAS, the City was incorporated under the general laws of the State of California effective July 1, 2008, and on July 15, 2008, the County and City entered into a County Augmentation Agreement setting forth the terms and conditions relating to County annual augmentation payments to the City for the first ten years following incorporation; and

WHEREAS, on December 12, 2008, the trial court ruling in the *Ste. Marie* action was appealed by plaintiff, and on June 18, 2010, the Fourth District Court of Appeal, in reversing the trial court’s determination, held that cash may not be transferred to the City by the County in the form of augmentation payment, however, the County may agree to provide services free of charge to the City on such terms and conditions as the parties approve in accord with the provisions of Government Code section 57384(c); and

WHEREAS, on October 13, 2010, in accordance with Government Code section 57384(c), the City adopted Resolution 2010-51, requesting that the County provide law

enforcement services to the City free of charge up to the amount of the annual augmentation payment value; and

WHEREAS, pursuant to County Resolution 2011-64 adopted on March 29, 2011, the County agreed, commencing in Fiscal Year 2010/2011 and concluding in Fiscal Year 2017/2018, to provide law enforcement services through County Sheriff's Department to the City free of charge up to the amount of the annual augmentation payment shown in the Wildomar CFA for a given fiscal year reduced by the amount of actual sales and use tax revenues that exceeds the estimated sales and use tax projected for that fiscal year; and

WHEREAS, if the City ceases to contract with the County for law enforcement services prior to June 30, 2018, County Resolution 2011-64 will be deemed void and of no effect.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

- A. "County Augmentation" means the amount approved by the County Board of Supervisors on July 31, 2007 to be paid to the City for the first ten years following incorporation as reflected in the Wildomar CFA reduced by any Excess Sales and Use Tax.
- B. "County Augmentation Agreement" refers to the County Augmentation Agreement entered into between the City and County on July 15, 2008.
- C. "County Net Savings Amount" means for a given fiscal year, the amount reflected in Table 1, County Net Savings Calculations, of Section 5.A of this Agreement for that fiscal year.
- D. "Excess Sales and Use Tax" means the amount of the sales and use tax revenue collected by the California State Board of Equalization pursuant to and defined by Part 1.5 of Division 2 of the Revenue and Taxation Code within the City for any year during the first ten years following the incorporation that exceeds the sales and use tax projected for that year in the Wildomar CFA.
- E. "Fiscal Year" means the County's fiscal year beginning July 1 and ending June 30 annually.
- F. "Parties" means the County of Riverside and the City of Wildomar.
- G. "Sales and Use Tax" means the sales and use tax revenue collected by the California State Board of Equalization pursuant to and as defined by the Bradley-Burns Uniform Local Sales and Use Tax Law contained in Part 1.5 of Division 2 of the Revenue and Taxation Code.

- H. “Sales and Use Tax Analysis” means the analysis produced by the City documenting the amount of Excess Sales and Use Tax, if any, collected within the City for the previous fiscal year, and shall include summary documentation from the California State Board of Equalization of the sales and use tax collected within the City during the previous fiscal year.
- I. “Terminating Fiscal Year” refers to the fiscal year that the City ceases to contract with the County for law enforcement services prior to June 30, 2018.
- J. “Wildomar CFA” refers to the Public Hearing Draft Comprehensive Fiscal Analysis dated April 30, 2007, as revised on August 6, 2007, for the proposed incorporation of the City of Wildomar, which was adopted by LAFCO on or about September 27, 2007.

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the mutual understandings between the Parties of the terms and conditions relating to the maximum value of law enforcement services provided without charge by the County, through the County Sheriff’s Department, to the City for each fiscal year, commencing in Fiscal Year 2010/2011 through Fiscal Year 2017/2018.

3. COUNTY AUGMENTATION AGREEMENT

- A. The Parties acknowledge that the Fourth District Court of Appeal in the *Ste. Marie* action rendered the County Augmentation to the City void and unenforceable. County shall not pay any County Augmentation to the City for Fiscal Years 2010/2011 through 2017/2018.
- B. The Parties agree that this Agreement shall supersede the County Augmentation Agreement.

4. AGREEMENT FOR LAW ENFORCEMENT SERVICES

- A. The Parties acknowledge that a separate Agreement for Law Enforcement Services was entered into between the City and County, on behalf of the County Sheriff’s Department, and is currently effective.
- B. If the City ceases to contract with the County for law enforcement services prior to June 30, 2018, the Parties agree that:
 - (i) City shall notify the County in writing no later than twelve (12) months prior to the date the City ceases to contract with the County for law enforcement services.

- (ii) Notwithstanding any provisions in this Agreement to the contrary, County’s obligations to provide law enforcement services without charge to the City pursuant to Section 5.B of this Agreement shall immediately terminate on the date the City ceases to contract with the County for law enforcement services.

5. COUNTY OBLIGATIONS

- A. The Parties agree the amounts in Table 1, County Net Savings Calculations, herein below, are the estimated annual net savings to the County projected in the Wildomar CFA for the first ten years following the City’s incorporation.

**Table 1
County Net Savings Calculations**

Transition Year	2	3	4	5	6	7	8	9	10
FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
\$237,579	\$244,706	\$252,048	\$259,609	\$267,397	\$275,419	\$283,682	\$292,192	\$300,958	\$309,987

- B. Except as otherwise provided in Paragraph (ii) of Section 4.B and/or Section 7 of this Agreement, the County agrees to provide law enforcement services, through the County Sheriff’s Department, without charge to the City commencing in Fiscal Year 2010/2011 and concluding in Fiscal Year 2017/2018, as follows:

- (i) For Fiscal Year 2010/2011, the maximum value of law enforcement services provided without charge to the City is equal to the amount in Table 1 for that fiscal year.
- (ii) Commencing in Fiscal Year 2011/2012 and concluding in Fiscal Year 2017/2018, the maximum value of law enforcement services provided without charge to the City for a current fiscal year is equal to the amount in Table 1 for that current fiscal year reduced by the amount of Excess Sales and Use Tax, if any, collected within the City in the prior fiscal year.

Example 1: If the current Fiscal Year is 2011/2012 and the amount of Excess Sales and Use Tax for the prior Fiscal Year 2010/2011 is \$100,000, the maximum value of law enforcement services provided without charge to the City for the current Fiscal Year 2011/2012 is \$159,609. The amount in Table 1 for Fiscal Year 2011/2012 (\$259,609) is reduced by the amount of Excess Sales and Use Tax for the prior Fiscal Year 2010/2011 (\$100,000).

- (iii) If the amount of Excess Sales and Use Tax collected within the City in the prior fiscal year is greater than or equal to the amount in Table 1 for the

current fiscal year, the County shall not provide law enforcements services free of charge to the City for that current fiscal year.

Example 2: If the current Fiscal Year is 2011/2012 and the amount of Excess Sales and Use Tax for the prior Fiscal Year 2010/2011 is \$300,000, the County shall not provide law enforcement services free of charge to the City for the current Fiscal Year 2011/2012. The amount of Excess Sales and Use Tax for the prior Fiscal Year 2010/2011 (\$300,000) is greater than the amount in Table 1 for the current Fiscal Year 2011/2012 (\$259,609).

6. CITY OBLIGATIONS

A. The Parties agree the amounts in Table 2, Wildomar Sales and Use Tax Projections, herein below, are the estimated annual total sales and use tax projected in the Wildomar CFA to be collected by the California State Board Equalization within the City for the first ten years following incorporation.

**Table 2
Wildomar Sales and Use Tax Projections**

Transition Year	2	3	4	5	6	7	8	9	10
FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
\$693,613	\$1,551,379	\$1,724,133	\$1,862,523	\$2,007,664	\$2,159,838	\$2,271,984	\$2,388,915	\$2,510,817	\$2,606,838

B. Except as otherwise provided in Section 7 of this Agreement, the City agrees as follows:

- (i) By January 31st of each year, commencing in 2011 and concluding in 2019, the City shall provide the County a Sales and Use Tax Analysis that calculates the Excess Sales and Use Tax, if any, collected during the prior fiscal year.
- (ii) By January 31, 2019, if the City determines any Excess Sales and Use Tax is due the County for the prior fiscal year and/or any previous fiscal year, the City shall pay the County such amount of Excess Sales and Use Tax due. The maximum amount of Excess Sales and Use Tax due to the County by the City for a given fiscal year is limited to the amount in Table 1 for that fiscal year.

Example 3: If the amount of Excess Sales and Use Tax collected within the City for Fiscal Year 2017/2018 is \$500,000 and the amount in Table 1 for that fiscal year is \$309,987, the City shall pay the County \$309,987 by January 31, 2019. The maximum amount of Excess Sales and Use Tax due

to the County by the City for Fiscal Year 2017/2018 is limited to the amount in Table 1 for that fiscal year.

7. TERMINATION OF LAW ENFORCEMENT SERVICES

If the City ceases to contract with the County for law enforcement services prior to June 30, 2018, the Parties agree as follows:

- A. For the Terminating Fiscal Year, the maximum value of law enforcement services provided by the County without charge to the City is equal to the Prorated County Net Savings Amount reduced by the amount of Excess Sales and Use Tax, if any, collected within the City in the prior fiscal year.

The term “Prorated County Net Savings Amount” means the County Net Savings Amount in Table 1 for the Terminating Fiscal Year multiplied by the prorated annual percentage that is based on the number of days in the Terminating Fiscal Year before the date the City ceases to contract with the County for law enforcement services divided by 365 days, as calculated herein below:

Prorated County Net Savings Amount for Terminating Fiscal Year			
Prorated County Net Savings Amount	=	County Net Savings Amount in Table 1 for the Terminating Fiscal Year	X
			$\frac{\text{Number of days in the TerminatingFiscal Year before the date the Cityceases to contract with the County forlaw enforcement services}}{365 \text{ days}}$

Example 4: If the City ceases to contract with the County for law enforcement services on September 25, 2016 in Terminating Fiscal Year 2016/2017 and the amount of Excess Sales and Use Tax for the prior Fiscal Year 2015/2016 is \$10,000, the Prorated County Net Savings Amount for the Terminating Fiscal Year is \$70,910.65. The County Net Savings Amount in Table 1 for the Terminating Fiscal Year of 2016/2017 (\$300,958) is multiplied by the prorated annual percentage (86 days/365 days). The maximum value of law enforcement services provided without charge to the City for the Terminating Fiscal Year 2016/2017 is \$60,910.65 since the Prorated County Net Savings Amount (\$70,910.65) is reduced by the amount of Excess Sales and Use Tax for the prior Fiscal Year 2015/2016 (\$10,000).

- B. If the amount of Excess Sales and Use Tax collected within the City in the prior fiscal year is greater than or equal to the Prorated County Net Savings Amount for the Terminating Fiscal Year, the County shall not provide law enforcement services free of charge to the City for that Terminating Fiscal Year.

Example 5: If the Prorated County Net Savings Amount for the Terminating Fiscal Year 2016/2017 is \$70,910.65 and the amount of Excess Sales and Use Tax for the prior Fiscal Year 2015/2016 is greater than or equal to \$70,910.65, then the County shall not provide law enforcement services free of charge to the City for the Terminating Fiscal Year 2016/2017.

- C. If the amount of Excess Sales and Use Tax collected within the City in the prior fiscal year is greater than the Prorated County Net Savings Amount for the Terminating Fiscal Year, the City shall pay the County by the 31st of January of the Terminating Fiscal Year an amount equal to the Excess Sales and Use Tax for the prior fiscal year reduced by the Prorated County Net Savings Amount for the Terminating Fiscal Year.

Example 6: If the Prorated County Net Savings Amount for the Terminating Fiscal Year 2016/2017 is \$70,910.65 and the amount of Excess Sales and Use Tax for the prior Fiscal Year 2015/2016 is \$100,000, the City shall pay \$29,089.35 to the County by January 31, 2017 in the Terminating Fiscal Year 2016/2017. The amount of Excess Sales and Use Tax for the prior Fiscal Year 2015/2016 (\$100,000) is reduced by the Prorated County Net Savings Amount for the Terminating Fiscal Year 2016/2017 (\$70,910.65).

- D. By the 31st of January following the Terminating Fiscal Year, the City shall provide the County the last and final Sales and Use Tax Analysis that calculates the Excess Sales and Use Tax, if any, collected during the Terminating Fiscal Year.
- E. By the 31st of January following the Terminating Fiscal Year, the City shall pay the County the Prorated Excess Sales and Use Tax, if any, owed to the County for the Terminating Fiscal Year.

The term “Prorated Excess Sales and Use Tax” means the amount of Excess Sales and Use Tax collected within the City for the Terminating Fiscal Year multiplied by the prorated annual percentage that is based on the number of days in the Terminating Fiscal Year before the date the City ceases to contract with the County for law enforcement services divided by 365 days, as calculated herein below:

Prorated Excess Sales and Use Tax for Terminating Fiscal Year			
Prorated Excess Sales and Use Tax	=	Amount of Excess Sales and Use Tax for the Terminating Fiscal Year	X
			$\frac{\text{Number of days in the Terminating Fiscal Year before the date the City ceases to contract with the County for law enforcement services}}{365 \text{ days}}$

Example 7: If the City ceases to contract with the County for law enforcement services on January 25, 2017 in Terminating Fiscal Year 2016/2017 and the amount of Excess Sales and Use Tax for the Terminating Fiscal Year is \$300,000, the City shall pay the County by January 31, 2018 the Prorated Excess Sales and Use Tax for the Terminating Fiscal Year in the amount of \$170,958.90. The Prorated Excess Sales and Use Tax is determined by multiplying the amount of Excess Sales and Use Tax for the Terminating Fiscal Year 2016/2017 (\$300,000) with the prorated annual percentage (208 days/365 days).

- F. Unless an earlier payment date is otherwise specified in this Agreement, the City shall pay the County the amount of any Excess Sales and Use Tax due to the County for any previous fiscal year by the 31st of January following the Terminating Fiscal Year. The maximum amount of Excess Sales and Use Tax due to the County by the City for a given fiscal year is limited to the amount in Table 1 for that fiscal year.

8. BREACH AND REMEDIES

- A. The Parties agree the City shall be in material breach for noncompliance with the terms of this Agreement, including, without limitations, if the City fails, neglects and/or refuses to timely:
 - (i) Provide a Sales and Use Tax Analysis of the prior fiscal year to the County by January 31st of each year as required by Sections 6 and 7 of this Agreement; and/or
 - (ii) Pay the amount of any outstanding Excess Sales and Use Tax due to the County as required by Sections 6 and 7 of this Agreement.
- B. Upon determination by the County that the City is in material breach of the terms of this Agreement, the County may at its sole discretion:
 - (i) Send a written notice of noncompliance to the City requiring compliance by the City within thirty (30) days from the date of the notice.
 - (ii) Suspend its obligations under Section 5 of this Agreement to provide law enforcement services without charge to the City for that and subsequent fiscal years until the breach is resolved.
- C. Nothing contained herein shall be construed to limit or restrict any legal rights and/or remedies which either party may have against the other for breach of any provisions of this Agreement.

9. DISPUTES

Should the County disagree with any Sales and Use Tax Analysis timely submitted by the City, the Parties shall meet and confer in good faith in an attempt to resolve such dispute before taking any legal action.

10. EFFECTIVE PERIOD OF AGREEMENT

This Agreement shall be effective on the date of approval by both Parties and shall remain in full force and effect until the last and final Sales Tax and Use Analysis is received by the County from the City and the City pays the County the amount of any outstanding Excess Sales and Use Tax due.

11. NOTICES

The following individuals and their successors are designated by the County and the City as their respective authorized representative for the implementation of this Agreement, and all notices and correspondences given under this Agreement shall be in writing and either delivered personally or by United States mail at the addresses set forth below or at such other addresses as the Parties may hereafter designate:

For the County: County Executive Officer
County Administrative Center
4080 Lemon Street, 4th Floor
Riverside, CA 92501

For the City: City Manager
Wildomar City Hall
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595

All notices shall be deemed given on the date of delivery if delivered personally or on the third business day after such notice is deposited in the United States mail, addressed and sent as provided above.

12. GENERAL PROVISIONS

- A. Time is of the Essence. Time shall be of the essence of each and every term, obligation, and condition of this Agreement.
- B. Waiver of Default. The waiver by either party of any one or more defaults shall not be construed as a waiver of any other or future defaults, under the same or different terms, conditions or covenants contained in this Agreement.
- C. Governing Law and Venue. This Agreement shall be governed and construed by the laws of the State of California without regard to its conflict of laws principles. All actions and proceedings arising in connection with this Agreement shall be

tried and litigated exclusively in the state and federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

- D. Entire Agreement. This Agreement contains the entire understanding of City and County with respect to the subject matter hereof and it incorporates all of the covenants, conditions, promises, and agreements exchanged by the Parties hereto with respect to such matter. This Agreement supersedes any and all prior or contemporaneous negotiations, agreements, or communications, whether written or oral, between City and County with respect to the subject matter of this Agreement.
- E. Amendment. No addition or alteration of the terms or conditions of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both Parties.
- F. Invalidity and Severability. If any provision of this Agreement is held by the court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- G. Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one agreement binding on all the Parties to this Agreement, and each executed counterpart shall be deemed an original.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

Marsha Swanson, Mayor
For City of Wildomar, California

Date

Bob Buster, Chairman
Riverside County Board of Supervisors
For Riverside County, California

Date

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #3.4

GENERAL BUSINESS

Meeting Date: June 8, 2011

TO: Mayor and City Council Members

FROM: Debbie A. Lee, City Clerk

SUBJECT: Designating the Time, Date, and Location of City Council Meetings

STAFF REPORT

RECOMMENDATION:

That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2011 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, REPEALING AND REPLACING SECTION 3 OF RESOLUTION NO.
2011-05 IN REGARDS TO DESIGNATING THE TIME, DATE, AND LOCATION OF
CITY COUNCIL MEETINGS

DISCUSSION:

Every year toward the end of summer Council considers going dark for one meeting in August. On May 11, 2011, Staff and the City Council discussed making this a permanent change to the regular Council calendar.

The practice of going dark is not uncommon. It varies from city to city around the State and the reasons vary as well. Since meetings are held year round, Staff works on two week cycles, preparing for one Council meeting after another. A small break often times allows Staff to catch up on projects without the interruption of preparing for Council meetings. As with most cities, staffing levels remain low but the demand for fulfilling Council, residents, and the business community requests remain high.

Traditionally the City Council has also gone dark for the second meeting in December as it usually falls in same week as Christmas, when Council and Staff are usually not available. However, as the Council did in 2010, a meeting can be held if there is pressing business that cannot wait until the following month.

Going dark for one meeting in August and one meeting in December is a decision entirely up to the City Council. Also, should the Council adopt the Resolution changing the regular meeting schedule, that action will not preclude the Council from calling a special meeting during those months if there is business which must be taken care of.

Although it is not included in the proposed Resolution, the Council may also wish to consider the second meeting of November, which traditionally falls the night before Thanksgiving. Since incorporation the City Council has never held that meeting. This was not included in the proposed Resolution because it was not brought up originally at the May 11, 2011 meeting.

FISCAL IMPACT:

Cost savings are estimated at \$2,000.00 per meeting. This includes cost of agenda materials and contract Staff.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Frank Oviedo
City Manager

ATTACHMENTS:

- A. Resolution No. 2011-_____
- B. Resolution No. 2011-05

ATTACHMENT A

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REPEALING AND REPLACING SECTION 3 OF RESOLUTION NO. 2011-05 IN REGARDS TO DESIGNATING THE TIME, DATE, AND LOCATION OF CITY COUNCIL MEETINGS

THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES RESOLVE AS FOLLOWS:

Section 3 of Resolution No. 2011-05 is hereby repealed in its entirety and replaced as follows:

SECTION 3. TIME OF REGULAR MEETINGS

The regular meetings of the City Council shall be held on the second and fourth Wednesdays of each month, except for August and December, at the hour of 6:30 p.m., unless the same shall be a legal holiday, in which event such regular meeting shall be held on the next succeeding day. In the months of August and December only one regular meeting shall be held on the second Wednesday of the month at 6:30 p.m., unless the same shall be a legal holiday, in which event such regular meeting shall be held on the next succeeding day.”

PASSED, APPROVED, AND ADOPTED this 8th day of June, 2011.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

ATTACHMENT B

RESOLUTION NO. 2011 - 05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DESIGNATING THE TIME, DATE, AND LOCATION OF CITY COUNCIL MEETINGS AND RESCINDING RESOLUTION NO. 08-05

THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES RESOLVE AS FOLLOWS:

SECTION 1. RECITALS

- A. The City of Wildomar was incorporated on July 1, 2008, as a General Law City of the State of California.
- B. Government Code sections 36805 and 54954 requires the City Council to hold regular meetings at least once a month at times set by Resolution or Ordinance.
- C. Section 2.01.010 of the Wildomar Municipal Code provides that the City Council shall set the time and place of the City Council meetings by Resolution.

SECTION 2. PLACE OF REGULAR MEETINGS

The regular meetings of the City Council shall be located at the City Hall Council Chambers, 23873 Clinton Keith Road, Wildomar, California.

SECTION 3. TIME OF REGULAR MEETINGS

The regular meetings of the City Council shall be held on the second and fourth Wednesdays of each month at the hour of 6:30 p.m., unless the same shall be a legal holiday, in which event such regular meeting shall be held on the next succeeding day.

SECTION 4. RESCIND RESOLUTION NO. 08-05

Resolution No. 08-05 is hereby rescinded in its entirety.

PASSED, APPROVED, AND ADOPTED this 25th day of January, 2011.



Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:



Julie Hayward Biggs
City Attorney



Debbie A. Lee, CMC
City Clerk

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

I, Debbie A. Lee, CMC, City Clerk of the City of Wildomar, California, do hereby certify that the foregoing Resolution No. 2011 - 05 was duly adopted at a special meeting held on January 25, 2011, by the City Council of the City of Wildomar, California, by the following vote:

AYES: Mayor Swanson, Mayor Pro Tem Benoit, Council Members Cashman, Moore, Walker

NOES: None

ABSTAIN: None

ABSENT: None



Debbie A. Lee, CMC
City Clerk
City of Wildomar

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.5
GENERAL BUSINESS
Meeting Date: June 8, 2011

TO: Mayor and City Council Members
FROM: Frank Oviedo, City Manager
SUBJECT: City Council Goals Approval

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the goals as outlined from the January 8, 2011, Council norming and goal setting session.

BACKGROUND:

On January 8, 2011 the City Council met to establish broad goals and review the norms and procedures that the Council currently abides by to conduct business. Specifically, the Council developed some broad range goals to assist in guiding the City's efforts over the next two years. The goals included the following:

- Economic Development
- City Parks and Recreation
- Bundy Canyon Road Improvements
- Fire Station Construction
- General Plan Update and Targeted Revisions
- Police & Public Safety
- Enhance Emergency Preparedness
- Revise Rural Residential Zone Policy
- Further Development of Private Unpaved Roads Strategy
- Lighting Ordinance Revision
- Enhance Healthcare Provider Relations
- Improve Ambulance Services Relationship (American Medical Response)
- Improve Public Safety Communication Practices

Staff has since added some objectives that can then be measured to assess whether the goals are being met. Additionally, the Council prioritized the goals using a simple "A through C" system. This is reflected in the attached document.

It is important to note that this document should be viewed as a "living" document that is flexible enough to change as circumstance change in the City. It goes without saying that the City is hampered by financial constraints at this stage of our existence. Under more normal circumstance goal setting gives the staff direction on how financial

resources should be recommended for allocation purposes. However, since our current allocation plan only covers the basics there is not a lot of room to plan for extra efforts such as special studies, infrastructure projects, or complex future planning.

Nonetheless, the goal setting session did allow the Council to express its desire to address some of the ongoing issues the City faces. And to the extent staff was able to address the issue with or without funding the objectives tried to reflect that desire. Yet, even with those efforts as an organization we should remain flexible in our approach. For example, at the time of this draft report the City is in the midst of the parks funding election. Consequently, the objectives may have to change dramatically to address the circumstances the City faces depending on the outcome.

Moreover, priorities may change depending on events taking place in the economy from a revenue standpoint. In other words, if economic factors worsen and revenues are further constrained then it would be wise to revisit the goals adjusting for those realities. On the other hand, if the revenue picture were to improve, likewise, we can adjust the priorities to reflect the ability to do more with our financial resources.

As it stands, some of the goals are being met with little to no resources other than the staff time and commitment to the goal. A prime example would be economic development. While many cities spend large sums of money in marketing and recruitment Wildomar is using expertise and contacts made directly by staff and Council. While this may not be ideal it reflects the necessary innovation to do something as we ride out this economic downturn. Given some of the positive progress we've made on a number of fronts the current efforts will continue to be how we meet our economic development goals.

The attached report is in currently in draft form. If it is the desire of the Council to change anything staff can make those changes before Council approves the goals.

FISCAL IMPACT:

There is no direct fiscal impact by approving the goals and objectives in this report. There are however, expenses associated with specific goals. Most of the expense is associated with staff time and not funding of a new program. Where there are costs for programs such as unpaved roads those items are budgeted in the annual budget and in some cases will come before the Council for approvals.

Submitted and Approved By:

Frank Oviedo
City Manager

ATTACHMENTS:

City Council Two Year Goals 2011-2013 Report

City Council Two Year Goals

2011-13

Goal # 1 Economic Development

Priority: **A**

The Council recognizes that the long term solution to enhance the quality of life in Wildomar is going to be reliant on a healthy local economy. As a result, it is the Council's desire to make economic development its priority of the next two years of this plan. The best way to do this is by implementing the goals of the City's Economic Development Work Plan.

Objectives

1. Retain and grow our existing businesses in Wildomar for long term economic stability
2. Develop business attraction program to actively market Wildomar as a preferred place to do business in the region
3. Develop a business friendly environment in the City of Wildomar through good policy development and organizational efficiency
4. Promotion of Community Events

Goal # 2 City Parks and Recreation

Priority: **A**

One of the highest priorities in the City is to preserve the City's three parks in order to continue to delivery high quality recreation and support the enhancement of the quality of life in Wildomar

Objectives

1. Form the Blue Ribbon Committee mad up of a cross section of the City residents and interest
2. Provide a recommendation to the City Council on how to proceed with parks financing
3. Successfully hold an election in June of 2011 to reinstate a parks funding source
4. Develop a work plan after the election to either continue operation of the parks system with the City's new funding source or develop an alternative plan for the parks in the event the new funding is not passed by voters

Goal # 3 Bundy Canyon Road Improvement

Priority: A

Bundy Canyon Road is a key regional thoroughfare connecting Wildomar and its residents to the 215 freeway to the East and I-15 freeway to the West. The Council would like to place additional emphasis on addressing short term solutions until such time that long term plans are realized in the future through the regional TUMP network.

Objectives

1. Continue to give high priority to routine maintenance, such as pothole repair (Ongoing).
2. On February 9, 2011, staff presented a report to Council on interim improvements including pavement patching, shoulder grading, and striping that could be performed for \$100,000. In accordance with direction received from Council, staff will bring back a funding proposal with the mid-year budget adjustment (Budget – Spring 2011 / Construction – Fall 2011).
3. Develop a capital improvement project to reconstruct specific roadway segments and present it to Council for consideration with the Fiscal Year 2011-2012 budget (Spring 2011).
4. Review TUMF priorities and capital improvement program, and consider re-allocating funding from other projects within the City to Bundy Canyon Road (Winter 2011).

Goal # 4 Fire Station Construction (RDA)

Priority: A

Objectives

1. Request full conveyance of the existing fire station on Gruwell Street (Station 61) in order better control the City's long term fire contract costs associated with the station management
2. Assist Riverside County Economic Development Agency (EDA) in planning any site location that is deemed appropriate for the future station
3. Provide traffic engineering expertise as necessary in evaluating the appropriateness of a potential site
4. Continue to work closely with CalFire representatives including our Fire Chief to advance discussion on obtaining property, planning, and construction of a new facility to replace Station 61

Goal # 5 General Plan Update and Targeted Revisions

Priority: B+

The Council wants to amend the City's General Plan. The Council desires to make changes to the City's General Plan through a process which incremental changes pieces of the General Plan on a priority and as needed basis

Objectives

1. Establish a list of amendments to the general plan (and possible zoning code amendments) via joint Council/Commission workshops (need at least two), and at minimum one community outreach meetings.
2. Separately ask the City Council to prioritize the list.
3. Budget funds annually to complete priority amendments within the allowable budget.
4. Report annually on the progress so Council has an opportunity to reprioritize as conditions and funding opportunities change

Goal # 6 Police & Public Safety

Recognizing that resources are tight and will be for some time as the State of California slowly recovers from the recession, the Council would like to develop creative solutions to enhance public safety that does not place a greater burden on the General Fund.

Priority: B (due to lack of funding otherwise A)

Objectives

1. Continue to develop programs and relationships for better policing
2. Develop or Enhance existing Neighborhood Watch Programs
3. Apply for Grants where appropriate
4. Develop information packets and brochures for residents

Goal # 7 Enhance Emergency Preparation

The Council understands that Southern California experiences a number of natural phenomenon (i.e. earthquakes, fires, flooding) that puts its residents at risk. With the Emergency Plan in place, it is important to the City Council to continue to enhance its emergency preparedness capabilities by developing programs and structuring the organization to most efficiently respond to everything from small incidents to large scale disasters.

Priority: B

Objectives

1. Develop a Funding Plan to continue to provide emergency services
2. Develop an Administrative Plan to structure the City organization to be able to effectively respond to emergencies/disasters
3. Obtain an emergency trailer to be used in training and emergency incidents
4. Advertise and train as many residents in the City for C.E.R.T, Ham Radio, and general emergency preparedness (ongoing)
5. Continue to recruit organizations, churches, and the public for volunteer opportunities during emergency incidents

Goal # 8 Revise Rural Residential (RR) Zone Policy

Priority: B

- It is the Council's desire to address, clarify, and amend if necessary the rural residential designation in the Planning Code

Objectives

1. This should be a combined effort with the priority amendments to the General Plan identified in Goal # 5.
2. This item will be evaluated along with the results of meetings with the Council and Planning Commission to identify priority amendments to the General Plan

Goal # 9 Further Development of Private Unpaved Roads Policy

Priority: B

Wildomar's history includes a number of "roads" throughout the City that were installed for private residents. Over time many of these roads were thought to be public and the responsibility of then Riverside County and now after 2008 the City of Wildomar. The Council has developed a policy for these roads but still there are areas that may not have the resources to contribute to a solution. Of those areas the Council would like to review any solutions that could meet the goal of keeping the roadways clear of debris and passable for public safety reason

Objectives

1. Continue implementation of unpaved roadways program and consider increased funding. The City has received four applications for the Unpaved Roadway Enhancement Program, and three have been deemed complete. The City programmed \$95,000 in Fiscal Year 2009/2010 and \$50,000 in Fiscal Year 2010/2011. (Ongoing).
2. Research and review possible solutions to keep private roadways clear of debris and passable (Spring 2012).
3. Develop a draft policy discussion for Council (Summer 2012).

Goal # 10 Lighting Ordinance Revision

Priority: B-

The Council desires the preservation of the night sky in Wildomar by actively updating its lighting ordinance to ensure residents, scientists, and future generations can enjoy the celestial landscape unobstructed through light pollution

Objectives

1. Research other southwest Riverside County communities to evaluate what current trends are being used to protect the “night sky”.
2. Evaluate and amend (as needed) the City’s existing Lighting Ordinance (Chapter 8.80) taking into consideration the Mt. Palomar lighting regulations as well as current technology to reduce light impacts to the night sky.
3. Budget funding as available.

Goal # 11 Enhance Healthcare Provider Relations

Priority: C

Healthcare is one of the critical public policy issues generally facing Southwest Riverside County but particularly the City of Wildomar. The Council would like to ensure our City is in a position to influence decisions and shape the future of health care options for our residents

Objectives

1. Provide on-ongoing information about the Inland Valley’s hospital regulatory status, programs, and general information regarding the activities and changes at the facility
2. Develop a Sub-Committee of the City Council to meet regularly with the hospital management staff

3. Develop a long term economic development plan around the hospital for attracting medical related services to the area in conjunction with the Inland Valley Hospital leadership
4. Council and Staff participate in all local and regional healthcare policy round tables, symposiums, workshops, and other related opportunities where the City's influence in decision making can be expressed to the benefit of the residents of Wildomar

Goal # 12 Ambulance Service (American Medical Response)

Priority: C

Ambulance Service is an important part of the City's emergency response needs. The Council wants to ensure that ambulance service meets the appropriate response times to meet its obligation under the County contract so Wildomar residents will know they have a reliable service available when needed.

Objectives

1. Draft letter asking AMR to have a larger presence in the City
2. Have AMR make presentation to the City Council and provide information regarding their service in the City and the Region
3. Develop a long term reporting relationship where AMR is able to provide basic data to assist in educating Wildomar residents about ambulance service and response time
4. Incorporate AMR in to long term discussion about health care and emergency response in the City related to transport to local hospitals

Goal #13 Improve Public Safety Communication Practices (Police/Fire)

The Council desires to have as much information as necessary and to be informed of public safety incidents as quickly as possible.

Priority: C

Objectives

1. Review notification practices of both the Police Department and the Fire Departments
2. Develop with the City Council a common understanding and reporting expectation for both Police and Fire Departments by conducting an educational study workshop for staff and Council
3. Develop a common reporting practice through notification for houses that are Red Tagged as a result of after hour and weekend incidents
4. Continue to work proactively in creating ways to disseminate information for incidents that potentially have impacts to residents in the community (i.e. attempted child abductions, wild land fires, road closures, etc.)

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #3.6

GENERAL BUSINESS

Meeting Date: June 8, 2011

TO: Mayor and City Council Members
FROM: Gary Nordquist, Assistant City Manager
SUBJECT: Wildland Fire Protection Agreement

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, APPROVING THE DEPARTMENT OF FORESTRY AND FIRE
PROTECTION AGREEMENT FOR SERVICES FROM JULY 1, 2011 TO JUNE 30,
2014

BACKGROUND/DISCUSSION

On February 11, 2009, CalFire made a presentation to the City Council at a Workshop addressing this Wildland Fire Protection Program. This report provides the City with an invitation to join the program and the contractual terms of the program for the next three years subject to annual fiscal year appropriations.

The City currently contracts for fire protection with the County of Riverside through its agreement with CAL FIRE. This contract includes Fire Protection, Prevention, Emergency Medical Response, Hazardous Materials Response and Disaster Preparedness. The City Fire Department operates from Station 61 on Gruwell Street in Wildomar. Through the County Fire Department (RVC) integrated, cooperative regional fire protection program, several county stations provide primary response to Wildomar calls, including the City of Menifee, Station 68, RVC Station 75, as well as the City of Lake Elsinore, Station 94.

The City has two areas that are significantly endangered by wildland fire. One area is along the western edge of the City. Fires within this area are considered an immediate threat to both CAL FIRE and Federal (CNF) direct protection areas (DPA). The second area and the focus of this proposed Wildland Fire Protection Agreement is located east of 1-15, south of the Cities of Lake Elsinore and Menifee and northwest of the City of Murrieta. Prior to incorporation both of these areas were State Responsibility Areas (SRA). The City as a contract partner of RVC, is currently unable to provide the engines, aircraft, crews, dozer and overhead at the time of notification and initial

dispatch to a wildland fire to adequately protect this area on its own. Most wildland fires in this area have the potential to quickly exceed and overwhelm the City's resource capabilities. Because of this the City must utilize its local and Master Mutual Aid agreements, along with the Seven Points of Light to mitigate the emergency.

The proposed protection area of 997 acres would provide the City, RVC and CAL FIRE the ability to immediately dispatch the most effective combination of kind, type and number of resources in order to contain and control most wildland fires with the initial attack resources per the CALFIRE Initial Attack objectives. The quick knock-down and control of any wildland fires would greatly benefit the City, COUNTY, RVC and CAL FIRE.

Currently, adequate CAL FIRE resources are within close proximity to this proposed agreement area to meet the above stated initial attack objectives. Fire emergencies within this agreement area that escape initial attack will utilize the terms and conditions of existing local agreements, California Fire Service and Rescue Emergency Mutual Aid Plan, Closest Resource Concept, Seven Points of Light, and Assistance by Hire to contain and fully control all wildland fire emergencies. When applicable the Fire Management Assistance Grant (FMAG) process will be utilized to help recover appropriate fire suppression and support costs. An agreed upon Cost Apportionment method for determining final fiscal responsibility will be utilized by the CAL FIRE Agency Representative and the City of Wildomar representative.

FISCAL IMPACTS:

The funding for this program, \$22,526.00 per year and will be included in the Proposed General Fund Budget to be presented to the City Council for review on June 8, 2011. The agreement with Cal-Fire is for three years starting July 1, 2011. Not participating in this program could subject the City to higher costs for wildland fire services.

Submitted by:

Approved by:

Gary Nordquist
Assistant City Manager

Frank Oviedo
City Manager

RESOLUTION NO. 2011 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING THE
AGREEMENT WITH CALFIRE FOR THE WILDLANDS FIRE
PROTECTION SERVICES**

WHEREAS, the City of Wildomar incorporated on July 1, 2008; and

WHEREAS, Since incorporation the City has contracted with the County of Riverside for Fire Services; and

WHEREAS, the County of Riverside contracts with the State of California's Cal-Fire Department; and

WHEREAS, the City Council agrees to enter into a contract with Cal-Fire for the Wildland Fire Protection Program.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Wildomar, California, does hereby approve the agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated July 1, 2011. This agreement provides wildland fire protection from FY 2011/12 through 2013/14.

BE IT FURTHER RESOLVED that the Mayor of the City Council is hereby authorized to sign and execute said agreement on behalf of the City of Wildomar.

PASSED, APPROVED, AND ADOPTED this 8th day of June, 2011.

Marsha Swanson
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

STATE OF CALIFORNIA
COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT
 LG-W REV 01/2011

AGREEMENT NUMBER	3CA01594
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME	California Department of Forestry and Fire Protection – (CAL FIRE)
LOCAL AGENCY'S NAME	City of Wildomar

2. The term of this Agreement is: **July 1, 2011** through **June 30, 2014**

3. The maximum amount of this Agreement is: \$ **22,525.75**
 Twenty two thousand five hundred twenty five dollars and seventy five cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	2 pages
Exhibit B – Budget Detail and Payment Provisions	1 pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 610	0 pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1 pages
Exhibit E – Additional Provisions	24 pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
 General Terms and Conditions can be viewed at: <http://www.dgs.ca.gov/ols>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY		<i>California Department of General Services Use Only</i>
LOCAL AGENCY'S NAME City of Wildomar		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Marsha Swanson, Mayor		
ADDRESS 23873 Clinton Keith Rd. #201, Wildomar, Ca 92595		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Forestry and Fire Protection		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Clare Frank, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety		
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460		

EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:		Local Agency:	City of Wildomar
Name:	John Hawkins	Name:	
Phone:	951-940-6900	Phone:	951-677-7751
Fax:	951-940-6910	Fax:	

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	John Hawkins	Local Agency:	City of Wildomar
Section/Unit:	Riverside	Section/Unit:	
Attention:	Tom Hyatt	Attention:	
Address:	210 W. San Jacinto Ave, Perris, Ca 92570	Address:	23873 Clinton Keith Road St.201 Wildomar Ca 92595
Phone:	951-940-6900	Phone:	951-677-7751
Fax:	951-940-6910	Fax:	

Send an additional copy of all correspondence to:

**CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460**

2. AUTHORIZATION

This Agreement is entered into this 1st day of July, 2011, by and between the State of California, hereinafter called STATE and City of Wildomar, County of Riverside, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word "Contractor" that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 997 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

4. SERVICES BY STATE

- A. STATE shall provide wildland fire protection for the areas defined in the above section.
- B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.
- C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. ADMINISTRATION

- A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.
- B. STATE response will be subject to availability of resources.
- C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.
- D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

7. ENTIRE AGREEMENT

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1 Invoicing and Payment:

- A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of \$20.18 per acre, plus an 11.96% administrative charge for a total of \$22.59 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.
- B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.
- C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Cancellation**

Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. **Audit**

If the Agreement is over \$10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement. The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. **Operating Plan**

Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be included under Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. **Extension of Agreement**

Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. **Modification**

This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. **Indemnification**

Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

- Budget Plan
- Topographic Map
- Operating Plan
- Annual Report

WILDLAND (LRA) AGREEMENT

(Contract Name) City of Wildomar WFPA for LRA

Program Cost Account (PCA #) 39010

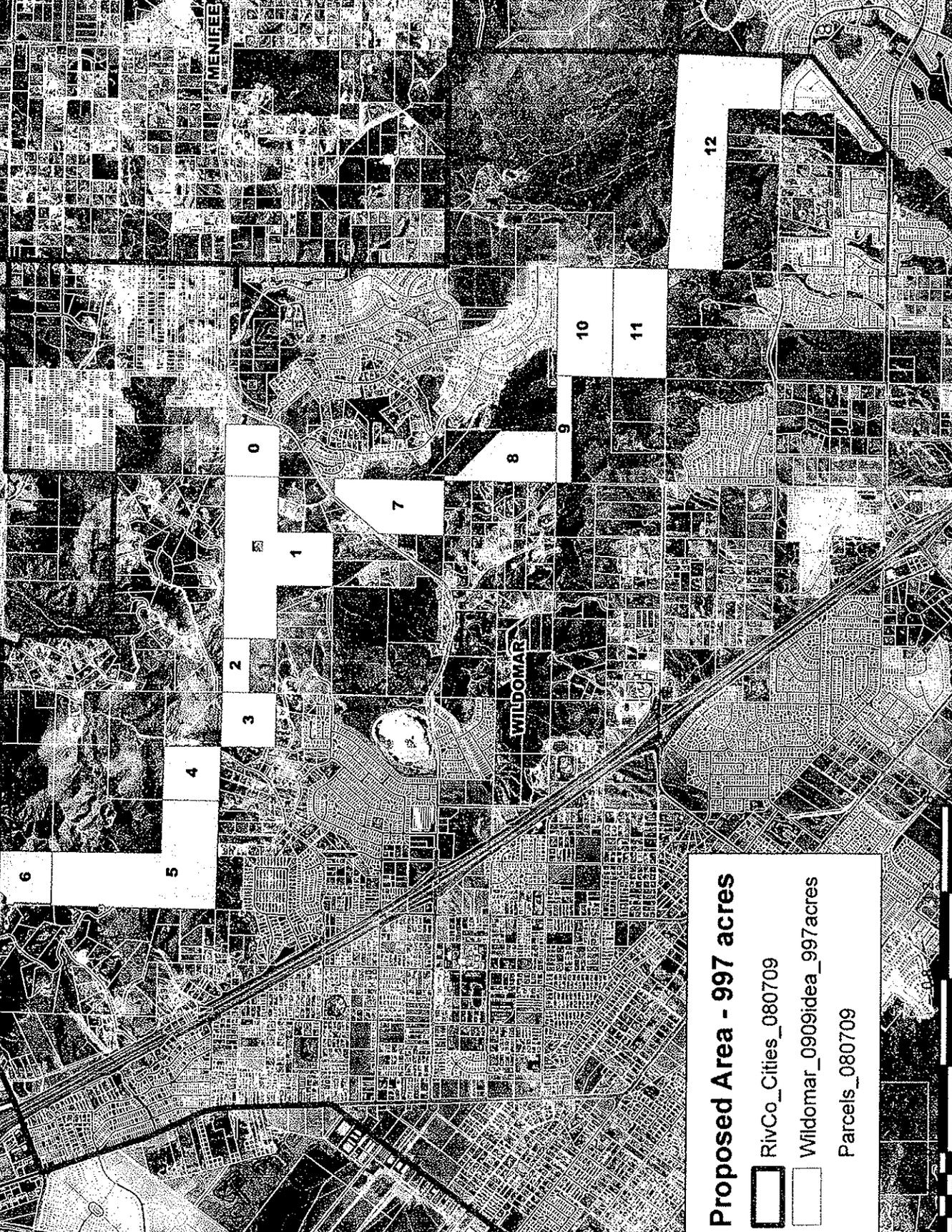
THIS IS THE BUDGET PLAN OF THE COOPERATIVE LOCAL RESPONSIBILITY AREA (LRA)
WILDLAND FIRE PROTECTION AGREEMENT BETWEEN
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)
AND THE CITY/TOWN OF _Wildomar, A LOCAL AGENCY
FOR THE 2011/2012 FISCAL YEAR

AGREEMENT COST CALCULATIONS:

Number of Acres	<u>997</u>		
General Fund Reimbursement		\$ 7.42	\$ 7,397.74
Unit Budget		\$ 12.76	\$ 12,721.72
	Sub-Total		\$ 20,119.46
Admin Rate		11.96%	\$ 2,406.29
Total Protection Cost			\$ 22,525.75

Comments Section:

Wildomar Wetland Agreement Proposal



Proposed Area - 997 acres

-  RivCo_Cities_080709
-  Wildomar_0909Idea_997acres
-  Parcels_080709



CAL FIRE - Riverside Unit
City of Wildomar, California
Wildland Fire Protection Agreement Proposal
Background Sheet
Jan 2010

Background:

The City of Wildomar (CITY) <http://www.cityofwildomar.org/>, California, incorporated July 1, 2008 and located in southwest Riverside County would like to enter into a Wildland Fire Protection Agreement (see Exhibits A & B) with the California Department of Forestry and Fire Protection (CAL FIRE). The CITY currently contracts for fire protection with the County of Riverside (COUNTY) through its Schedule A agreement with CAL FIRE (see Wildomar Cooperative Agreement). This contract includes Fire Protection, Prevention, Emergency Medical Response, Hazardous Materials Response and Disaster Preparedness.

The CITY Fire Department operates from Station 61 on Gruwell Street in Wildomar. Through the COUNTY Fire Department (RVC) integrated, cooperative regional fire protection program, several county stations provide primary response to Wildomar calls, including the City of Menifee, Station 68, RVC Station 75, as well as the City of Lake Elsinore, Station 94.
<http://www.cityofwildomar.org/fire.asp>

Issue:

The CITY has two areas that are significantly endangered by wildland fire. One area is along the western edge of the city. Fires within this area are considered an immediate threat to both CAL FIRE and Federal (CNF) direct protection areas (DPA). The second area and the focus of this proposed Wildland Fire Protection Agreement is located east of I-15, south of the Cities of Lake Elsinore and Menifee and northwest of the City of Murrieta (see Wildomar Map). Prior to incorporation both of these areas were State Responsibility Areas (SRA)

The CITY, as a contract partner of RVC, is currently unable to provide the engines, aircraft, crews, dozer and overhead at the time of notification and initial dispatch to a wildland fire to adequately protect this area on its own. Most wildland fires in this area have the potential to quickly exceed and overwhelm the CITY's resource capabilities. Because of this the CITY must utilize its local and Master Mutual Aid agreements, along with the Seven Points of Light to mitigate the emergency.

Proposal:

The proposed protection area of 997 acres as shown in the Wildomar Map would provide the CITY, RVC and CAL FIRE the ability to immediately dispatch the most effective combination of kind, type and number of resources in order to contain and control most wildland fires with the initial attack resources per the CALFIRE Initial Attack objectives. The quick knock-down and control of any

wildland fires would greatly benefit the CITY, COUNTY, RVC and CAL FIRE. Currently, adequate CAL FIRE resources are within close proximity to this proposed agreement area to meet the above stated initial attack objectives.

Fire emergencies within this agreement area that escape initial attack will utilize the terms and conditions of existing local agreements, California Fire Service and Rescue Emergency Mutual Aid Plan, Closest Resource Concept, Seven Points of Light, and Assistance by Hire to contain and fully control all wildland fire emergencies. When applicable the Fire Management Assistance Grant (FMAG) process will be utilized to help recover appropriate fire suppression and support costs. An agreed upon Cost Apportionment method for determining final fiscal responsibility will be utilized by the CAL FIRE Agency Representative and the City of Wildomar representative.

EXHIBIT B
OPERATING PLAN

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Riverside County Cooperative Agreement to provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services for the City of Wildomar.	B-2

OPERATING PLAN

1. OVERVIEW

This Operating Plan, hereinafter referred to as PLAN, is between the California Department of Forestry & Fire Protection, Riverside Unit, hereinafter referred to as CAL FIRE and the City of Wildomar hereinafter referred to as CITY. It has been developed to specifically address the Agreement for Protection of Wildlands within a Local Agency, hereinafter referred to as AGREEMENT, between CAL FIRE and CITY for wildland fire protection within the city limits. The Riverside County Fire Department hereinafter referred to as RVC-FIRE will act as the CITY Fire Department as defined within APPENDIX B-2

2. AUTHORITY

The PLAN is required of both CAL FIRE and CITY as part of the AGREEMENT dated July 1, 2010.

3. PURPOSE

This PLAN will provide the Unit Chief of CAL FIRE and the Fire Chief of RVC-FIRE a means for executing the AGREEMENT and is hereby attached as Exhibit A and B to that AGREEMENT.

4. DEFINITIONS AND RESTRICTIONS

See AGREEMENT for definitions and descriptions of general terms. This PLAN does not allow either agency to operate outside the limitations in the AGREEMENT.

5. PROCEDURES

1. Fire Reporting/Reports-When RVC-FIRE receives a report of a wildfire within the area of the AGREEMENT; it shall promptly notify the Riverside Unit Emergency Command Center (ECC). Each agency will process their appropriate reports and make the information available, upon request of the other agency, in no more than 60 days.
2. Incident Management-The Incident Command System (ICS) will be used to manage wildfires within the area of the AGREEMENT. Unified Command will be implemented with a CAL FIRE representative and a RVC-FIRE representative.

3. Fires within the area of the AGREEMENT-Each agency will maintain a preplanned initial attack response (PIAR) for fires within the area of the AGREEMENT. See APPENDIX B-1. Immediate cooperation between agency dispatch centers will occur to ensure prompt response of appropriate resources into the area of the fire. CAL FIRE resources will be ordered according to the terms of the AGREEMENT through the ECC. Any augmentation of the preplanned CAL FIRE response, with CAL FIRE resources, shall be authorized by a CAL FIRE Incident Commander or Agency Representative. Augmentation of the preplanned response may require a post incident audit. The audit will seek to demonstrate that adjacent CAL FIRE Direct Protection Areas were threatened, or that the augmentation was justified on a cost efficiency basis. Local government and private resources will be ordered through the RVC-FIRE dispatch center (DISPATCH) to ensure proper utilization of the Master Mutual Aid Agreement.
4. Mutual Aid-All initial attack resources will be considered mutual aid for the purpose of this AGREEMENT.
5. Initial Attack-Initial attack resources will always be based on the closest resources concept identified in the PIAR. See APPENDIX B-1.
6. Move-Up & Cover-Station coverage will be exchanged between both agencies when appropriate. To prevent long-term coverage problems to either agency, the covering agency's engines will be replaced with the covered agency's resources as soon as it is practical to do so.
7. Fire Information: Unified Command-
 1. Representatives of both agencies will meet as needed to discuss procedures governing and locations of potential Information Centers. Both agencies will strive to maintain a roster of certified Public Information Officers for use during emergencies.
 2. The Unified Command will determine which agency will provide the lead Information Officer. Normally, it will be the agency with the greatest commitment of resources on the incident.
8. Representatives of CAL FIRE and RVC-FIRE, of the rank of Fire Apparatus Engineer or higher, may order resources directly from the ECC or DISPATCH when an immediate need arises. These resources may include engines, fire crews and bulldozers in accordance with the AGREEMENT. Resources sent in response to these requests will conform to the closet resources concept.

6. ADMINISTRATION

The CAL FIRE Unit Chief and the RVC-FIRE Fire Chief, or their designees, along with representatives from the CAL FIRE ECC and RVC-FIRE DISPATCH will meet annually to discuss, review, and update the following items; procedures for reporting fires, procedures to dispatch resources to fires within the area of the AGREEMENT, procedures to dispatch resources to fires along the boundaries of the area of the AGREEMENT, and exchange general or specific information which would affect the other agency.

7. FIRE PREVENTION

1. POLICY

All fire prevention activities conducted on lands within the area of the AGREEMENT will be consistent with both agencies guidelines. CAL FIRE and RVC-FIRE will be expected to conduct a year-round, aggressive fire prevention program using guidelines within the CAL FIRE Handbook 9000 and RVC-FIRE Fire Prevention Guidelines. This will include, but is not limited to, annual analysis and planning sessions to generate an active fire prevention plan.

1. Public Information Program-This will include all types of fire prevention news releases through the available media. Other methods will include public meetings, fairs, rodeos, parades, services clubs and a regular schedule of school programs for all grades.
2. Protection/Planning Issues-Although the responsibility for enforcing fire safe ordinances pertaining to improvements in wildland areas within the city limits is the responsibility of RVC-FIRE, a CAL FIRE representative will be available upon request to comment on these issues and assist in the enforcement of related ordinances.
3. Hazard Reduction Inspections
 1. Home Inspection – CAL FIRE will work directly with RVC-FIRE to enforce Public Resources Code (PRC) Sections 4291, 4446, 4442, 4442, 4123, or the Uniform Fire Code sections when applicable.
 2. Power line Inspections – CAL FIRE will work directly with RVC-FIRE inspecting power lines over 750 volts, using PRC 4292 and 4293 as a guide.

2. RESPONSIBILITY

CAL FIRE and RVC-FIRE personnel will, in the performance of their duties, give full consideration to the prevention of fires and public education. Both agencies will allow staff to establish attainable fire prevention goals.

3. EXISTING AND PROJECTED DEMAND

Fire Prevention and suppression are the primary roles for both agencies. If the demand for services increases in the future, both agencies will develop more intensive programs. Fire protection and prevention will be influenced by the following factors:

1. Increased recreational use.
2. Increased residential and commercial development.
3. Increased utilization of vacation residences.
4. Industrial activity.

4. OBJECTIVES

The primary objective of the fire prevention plan is the reduction of fire suppression expenditures and damages from human-caused fires. The secondary objective is a current and comprehensive public education program for fire safety awareness and code enforcement.

5. RECOMMENDED ACTIONS

Both agencies will actively pursue public awareness programs through the following:

1. Public Education
 - a. School programs, ages K-12
 2. Roadside sign program
 3. Timely newspaper articles concerning fire awareness
 4. Attendance at various local events which lend themselves to fire prevention displays.

2. Code Enforcement

1. Active PRC 4291 home inspection program in target areas.
2. Enforcement of the Fire Safe Ordinances as they apply to construction in watershed areas. CAL FIRE will take an advisory role with the CITY Fire Marshal within the areas of the AGREEMENT.

6. FUEL MODIFICATION

Both agencies will continue to encourage individual property owners and property Owner associations to establish and maintain a healthy fuel complex through the following:

1. Prescribed burning through available programs.
2. Forest practice inspections.
3. Fuel modification using mechanized systems, fire crews, and local resources
4. Biomass programs to control stems per acre, and remove dead and down materials.

7. BURNING PERMITS

Burning permits will to be required in the city limits consistent with those guidelines established in adjacent areas. This will provide consistency in the burn hours and any controls needed for the overall program.

1. Burning Permit Issuance

The RVC-FIRE has the responsibility of issuing burn permits within the city limits and the area of the AGREEMENT. Both agencies will agree to and establish burn permit guidelines by April 1 of each year. The guidelines will follow those established by CAL FIRE to ensure consistency in the burn programs in both the city and areas adjacent to CAL FIRE.

2. Suspension of Permit Procedures

The suspension of burning permits in the area of the AGREEMENT will be directly related to the burning permit suspension procedures outside the area of the AGREEMENT to ensure area-wide consistency. Suspensions will be based on input from CAL FIRE and RVC-FIRE.

8. MONITORING AND EVALUATION

Periodic monitoring and evaluation of the PLAN will provide the opportunity to make orderly and timely amendments and revisions of the PLAN. Monitoring will determine if the:

1. PLAN is being followed.
2. PLAN objectives are being met.
3. PLAN is achieving desired results

8. APPROVAL:

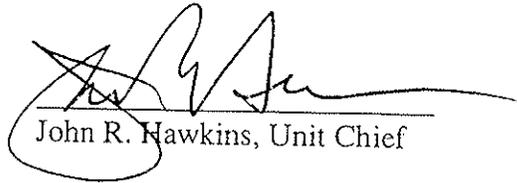
This PLAN is approved and authorized as Exhibit B Attachment 3 of the AGREEMENT between CAL FIRE and CITY:

FOR CAL FIRE:

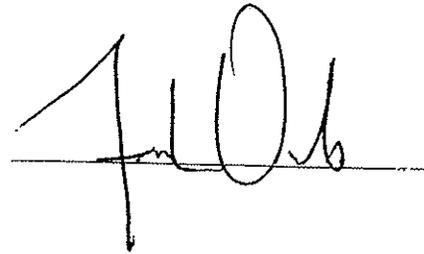
California Department of Forestry
& Fire Protection
Riverside Unit
210 W. San Jacinto Ave
Perris, CA 92570

FOR CITY:

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



John R. Hawkins, Unit Chief



STANDARD RESPONSE PLAN
 TABLE - 1

Appendix B-1

	BC	E	S	BS	MED	AMB	T	HM	USAR	AA	AT	COP	DOZ	CREW	WT
STRUCTURE	1	4	1	1^	1#		1#								
COMMERCIAL/HIGHWIDE RISE															
MULTI FAMILY DWELLING	1	4	1	1^	1#		1#								
FIRE TYPE UNKNOWN															
RINGING ALARM		2	1												
VEHICLE		2					1*								
TRAIN/AIRCRAFT		2	1												
REFUSE/IMPROVEMENT	1	3	1		1#	1	1#	1							
BOMB THREATS		1	1												
USE FIRE INCIDENT TYPE AS DETERMINED BY THE LOCATION OF DEVICE: CODE 2 RESPONSE															
Decrease dispatch level one after cutoff and prior to 1000 during fire season.															
LOW		2	1												
MED	1	3	1							1					
HIGH	1	5	1							1	2	1	1	1	1
LOW														2	2
MED		2	1												
HIGH	1	3	1												
MEDICAL AID/TC		1	1		1#	1									
FULL ARREST		2	1		1#	1									
TRAFFIC COLLISION CUT & RESCUE		2\$	1		1#	1	1#								
TRAFFIC COLLISION OVER THE SIDE	1	2\$	1		1#	1	1#								
TECHNICAL RESCUE, CONFINED SPACE, TRENCH RESCUE, BUILDING COLLAPSE	1	3	1		1#	1	1	1	1						
MASS CASUALTY	1	3	1		2#	2	1#								
SWIFT WATER	1*	3	1		1#	1									
HAZ MAT	1	1	1												
FMS	1	1	1					1+							
PSA	1	1	1												

- # ~ Where assigned within contractors jurisdiction
- * ~ if truck is second in the line-up, respond in place of engine
- ^ ~ Fire response must have a minimum of 3 engines, confirmed fires will require the response of 2 additional engines: (4+2), +BS & ~ Activation of Swift Water Team will include the notification of a Battalion Chief (Team Leader) and response of the appropriate SWR Unit(s)
- + ~ Includes response of Env. Health
- \$ ~ One unit with extrication equipment

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF WILDOMAR**

THIS AGREEMENT, made and entered into this 11th day of March, 2009, by and between the County of Riverside (hereinafter referred to as "COUNTY") and the City of Wildomar (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. CITY may budget for the position of a Deputy Chief or a Division Fire Chief or COUNTY may assign an existing Chief Officer as the Contract City representative ("City Representative"). The Chief may delegate certain authority to the City Representative, as the Chief's duly authorized designee and the City Representative shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

Cooperative Fire Agreement
City of Wildomar
July 1, 2009 to June 30, 2012

APR 21 2009

3.20

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A." This Exhibit may be amended in writing by mutual agreement by both parties in the event of an increase of salary or expenses or when CITY requests an increase in services.

1. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." There shall be no obligation on the part of CITY to expend or appropriate any sum in excess of Exhibit "A" which exceeds the yearly appropriation of CITY for the purposes of this Agreement. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL FIRE or other public agency will exceed the total amount specified therein, and CITY has failed to agree to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Personnel reductions resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" to this Agreement shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described herein, such increase shall be accomplished by an amendment to Exhibit "A" and approved by the parties hereto.

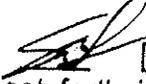
2. In the event CITY requests an increase in services and paragraph A.1. of this Section is not applicable, an amendment to Exhibit "A" may be approved by the parties hereto.

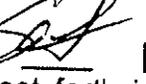
B. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires a reduction in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," when paragraph A.1. of this Section is not applicable, CITY shall provide one hundred twenty (120) days written notice of the requested reduction. Proper notification shall include the following: (1) The total amount of reduction; (2) The effective date of the reduction; and (3) The number of employees, by classification, affected by the proposed reduction. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the reduction, in addition to any other remedies available resulting from the reduction in services.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement in an amount not to exceed that set forth in Exhibit "A," as amended. COUNTY shall make a claim to CITY for the actual cost of contracted services,

pursuant to Exhibit "A," on a quarterly basis. CITY shall pay each claim within thirty (30) days after receipt thereof.

D. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

E. X  [X] (Check only if applicable, and please initial to acknowledge)
Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

F. X  [X] (Check only if applicable, and please initial to acknowledge)
Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement. The Fire Engine Use Agreement is utilized in the event that the CITY elects to have the COUNTY maintain responsibility of said fire engine(s).

G. Notwithstanding Paragraph F herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars (\$944.00) per day, or Six Thousand Six Hundred Eight Dollars (\$6,608.00) per week.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from July 1, 2009, to June 30, 2012. Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY except any notice issued because of actions of CAL FIRE or CITY, COUNTY agrees to continue to provide Fire Services to CITY until such time as CITY has a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by either party after June 30, 2011.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new agreement with COUNTY for Fire Services and, if so, whether CITY intends to change the level of Fire Services from that provided by this Agreement.

C. If CITY fails to provide such notice, as defined in paragraph B above, COUNTY shall have the option to extend this Agreement for a period of up to one (1) year from the original termination date and to continue providing services at the same or reduced level as COUNTY determines would be appropriate during the extended period of this Agreement. Six (6) months prior to the date of expiration of this Agreement, COUNTY shall give written notice to CITY of any extension of this Agreement and any changes in the level of Fire Services COUNTY will provide during the extended period of this Agreement. Services provided and obligations incurred by COUNTY during an extended period shall be accepted by CITY as services and obligations under the terms of this Agreement.

D. The cost of services provided by COUNTY during the extended period shall be based upon the amounts that would have been charged to CITY during the fiscal year in which the extended period falls, had a new agreement been entered into. Payment by CITY for services rendered by COUNTY during the extended period shall be provided as set forth in Exhibit "A," as amended.

SECTION V: TERMINATION

Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. This Agreement may be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

When rendering mutual aid or assistance as authorized in Health and Safety Code Sections 13050 and 13054, COUNTY shall, at the written request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement, will represent the CITY in following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less extraordinary collection expenses, will be credited to the CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the County Fire Department for the segregation, care, and use of the respective property of each.

SECTION X: INDEMNIFICATION

A. COUNTY, to the extent permitted by law, agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under this Agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by COUNTY in the performance of any activities under this Agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to CITY or from acts not within the scope of duties to be performed pursuant to this Agreement.

B. CITY, to the extent permitted by law, agrees to indemnify, defend and hold harmless COUNTY, its officers, agents and employees from any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under this Agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CITY in the performance of any activities under this Agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to COUNTY or from acts not within the scope of duties to be performed pursuant to this Agreement.

SECTION XI: AUDIT

COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

SECTION XII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time (ten days), shall be brought to the attention of the Contract Administrator.

Disputes that are unable to be resolved by CITY and COUNTY representatives will attempt to be resolved through arbitration. If arbitration is unsuccessful, venue for litigation will be the County of Riverside.

SECTION XIII: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through arbitration and/or litigation, in addition to all other remedies available.

In the event of arbitration or litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such arbitration and litigation.

SECTION XIV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY
County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

CITY OF WILDOMAR
City Manager
23873 Clinton Keith Road
Suite 111
Wildomar, CA 92595

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XV: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

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///

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[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have,
in their respective capacities, set their hands as of the date first hereinabove written.

Dated: March 11, 2009

CITY OF WILDOMAR

By: [Signature]
SCOTT FARNAM, MAYOR

ATTEST:

APPROVED AS TO FORM:

By: [Signature]

Title: City Clerk
(SEAL)

Dated: APR 21 2009

COUNTY OF RIVERSIDE

By: [Signature]
Chairman, Board of Supervisors
JEFF STONE

ATTEST:

APPROVED AS TO FORM:

Kecia Harper-Ihem
[Redacted]
Clerk of the Board

[Signature]
SYNTHIA M. GUNZEL
Deputy County Counsel
for PAMELA J. WALLS,
County Counsel

By: [Signature]
Deputy

(SEAL)

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF WILDOMAR
 DATE April 15, 2009 FOR FY 09/10

	CAPTAINS	MEDIC CAPTAINS	ENGINEERS	MEDIC ENGINEERS	FF II'S	MEDIC FF II'S	ANNUAL TOTAL					
STA. #61	317,512	2	135,909	1	153,348	1	115,981	1	132,248	1	854,998	6.0
STA. Relief		176,269	1	135,909	1		115,981	1		1	428,158	3.0
		<u>2</u>	<u>1</u>	<u>2</u>	<u>1</u>	<u>2</u>		<u>1</u>		<u>1</u>		<u>9.0</u>
SUPPORT SERVICES												
Administrative/Operational				16,923	per assigned Staff **						173,292	10.24
Volunteer Program				10,250	per Volunteer Co.						0	0.0
Medic Program				7,799	per assigned Medics**						28,856	3.7
Battalion Chief Support				53,763	.24 FTE per Station						53,763	1.0
Fleet Support				29,871	per Fire Suppression Equip						29,871	1.0
ECC Support					Calls/Station Basis						51,516	
Comm/IT Support					Calls/Station Basis						72,237	
Facility Support					Assigned Staff/Station Basis						4946.64	
SUPPORT SERVICES SUBTOTAL											<u>414,482</u>	
ESTIMATED DIRECT CHARGES											36,104	
FIRE ENGINE USE AGREEMENT			16,050	each engine							16,050	1
WILDOMAR ESTIMATED FIRE TAX CREDIT											(1,749,793)	
ESTIMATED CITY BUDGET											<u>(0)</u>	
TOTAL STAFF												<u>10.32</u>

** Vacation Relief added into Administrative/Operational Staff (1/3 of 3 positions-FC, FAE medic, FFII medic)

** Vacation Relief added into Medic Program Staff (1/3 of 2 medic positions-FAE medic, FFII medic)

SUPPORT SERVICES

Administrative & Operational Services

- Finance
- Training
- Data Processing
- Accounting
- Personnel
- Public Affairs
- Procurement
- Emergency Services
- Fire Fighting Equip.
- Office Supplies/Equip.

- ** 9.0 Assigned Staff
- 0.24 Battalion Chief Support
- 1.0 Vacation Relief (1/3 of 3 positions)
- 10.24 Total Assigned Staff
- 1.0 Fire Stations
- 1,583 Estimated Number of Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

239,412	DEPUTY CHIEF	16,050	FIRE ENGINE
235,810	DIV CHIEF	16,923	SRVDEL
219,533	BAT CHIEF	10,250	VOL DEL
158,756	CAPT	7,799	MEDIC DEL
176,269	CAPT MEDIC	53,763	BATT DEL
135,909	ENG	11,498	ECC STATION
153,348	ENG/MEDIC	25,28	ECC CALLS
115,981	FF II	29,871	FLEET SUPPORT
132,248	FF II/MEDIC	16,120	COMM/IT STATION
126,058	DEPUTY FIRE MARSHALL SCH C	35,45	COMM/IT CALLS
119,206	FIRE SAFETY SUPERVISOR	1,230	FACILITY STATION
108,709	FIRE SAFETY SPECIALIST	412.96	FACILITY FTE
86,122	FIRE SYSTEMS INSPECTOR		
51,181	OFFICE ASSISTANT III		