

CITY OF WILDOMAR CITY COUNCIL  
AGENDA

6:00 P.M. – THIRD BIRTHDAY CELEBRATION  
6:30 P.M. – REGULAR MEETING

JUNE 22, 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 22, 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](http://www.cityofwildomar.org). Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection at City Hall during regular business hours.

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

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

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

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

**CITY'S THIRD BIRTHDAY CELEBRATION - 6:00 P.M.**

**CALL TO ORDER – REGULAR SESSION - 6:30 P.M.**

**ROLL CALL**

**FLAG SALUTE**

**PRESENTATIONS**

There are no presentations scheduled.

**PUBLIC COMMENTS**

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

**APPROVAL OF THE AGENDA AS PRESENTED**

## **1.0 CONSENT CALENDAR**

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

### **1.1 Reading of Ordinances**

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

### **1.2 Minutes – May 25, 2011 Regular Meeting**

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

### **1.3 Warrant and Payroll Registers**

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

1. Warrant Register dated 06-09-11 in the amount of \$53,696.54;
2. Warrant Register dated 06-16-11 in the amount of \$559,812.48; and
3. Payroll Register dated 06-16-11 in the amount of \$18,320.54.

### **1.4 Treasurer's Report**

**RECOMMENDATION:** Staff recommends that the City Council approve the Treasurer's Report for the month of May, 2011.

### **1.5 Police Services Contract Renewal**

**RECOMMENDATION:** Staff recommends that the City Council approve the Agreement for Law Enforcement Services between the City of Wildomar and the County of Riverside.

### **1.6 Administrative Analyst and Administrative Assistant Positions**

**RECOMMENDATION:** Staff recommends that the City Council authorize the addition of Administrative Analyst and Administrative Assistant positions to the City's Table of Organization.

### **1.7 Certifying the June 7, 2011 Special Election – Measure D**

**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, RECITING THE FACT OF THE SPECIAL MUNICIPAL  
ELECTION HELD ON JUNE 7, 2011, DECLARING THE RESULT AND  
SUCH OTHER MATTERS AS PROVIDED BY LAW

**1.8 Authorization of Annual Rate Adjustment for CR&R**

**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 CR&R COLLECTION SERVICES

**1.9 Second Reading of Ordinance No. 62 - 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. 62

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

**2.0 PUBLIC HEARINGS**

There are no items to be heard.

**3.0 GENERAL BUSINESS**

**3.1 Parks Update**

**RECOMMENDATION:** Staff recommends that the City Council discuss plans for the parks.

**3.2 FY2010-11 Third Quarter Budget Report**

**RECOMMENDATION:** Staff recommends that the City Council receive and file the FY2010/11 Third Quarter Budget Report.

**3.3 Notice of Intent to Establish County Service Area Charges for FY 2011-12**

**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, ESTABLISHING COMMUNITY  
SERVICE AREA CHARGES WITHIN THE CITY FOR FISCAL  
YEAR 2011/2012

2. Direct the City Clerk to set the date and publish a notice for the public hearing.

**3.4 Participation in the Community Development Block Grant (CDBG) Program**

**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 PARTICIPATION IN THE  
COUNTY OF RIVERSIDE'S URBAN COUNTY PROGRAM FOR FISCAL  
YEARS 2012/13, 2013/14, 2014/15

**CITY MANAGER REPORT**

**CITY ATTORNEY REPORT**

**COUNCIL COMMUNICATIONS**

**FUTURE AGENDA ITEMS**

**ADJOURNMENT**

**2011 City Council Regular Meeting Schedule**

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

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 17, 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 REGULAR MEETING MINUTES  
MAY 25, 2011**

**CALL TO ORDER – CLOSED SESSION – 5:30 p.m.**

The closed session of May 25, 2011, of the Wildomar City Council was called to order by Mayor Swanson at 5:30 p.m.

City Council Roll Call showed the following members in attendance: Mayor Swanson, Mayor Pro Tem Benoit, Council Members Moore, and Walker. Members absent: Council Member Cashman.

Staff in attendance: City Manager Oviedo, City Attorney Biggs, and City Clerk Lee.

City Clerk Lee announced the City Council will meet in closed session for the following matters:

1. The City Council will meet in closed session pursuant to the provisions of Government Code section 54956.9(a) to confer with legal counsel with regard to one matter of significant exposure to litigation relating to Beutz v. County of Riverside, Riverside Superior Court Case No. RIC457351.
2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(b) to confer with legal counsel with regard to the following matter of pending litigation: City of Wildomar v. Wildomar Patients Compassionate Group, Inc., Riverside County Superior Court Case No. RIC10022903, and RIC10022476.

At 6:30 p.m. the City Council reconvened into open session, with Council Member Cashman absent, making no announcements.

There being no further business, at 6:30 p.m., Mayor Swanson adjourned the closed session.

**CALL TO ORDER – REGULAR SESSION – 6:30 p.m.**

The regular meeting of May 25, 2011, of the Wildomar City Council was called to order by Mayor Swanson at 6:30 p.m.

City Council Roll Call showed the following Members in attendance: Mayor Swanson, Mayor Pro Tem Benoit, Council Members Moore, and Walker. Members absent: Council Member Cashman.

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

The Flag Salute was led by Viet Tran, SCE Regional Manager.

## **PRESENTATIONS**

Barbara Spoonhour, WRCOG Program Manager, made a presentation to the City for being part of the Energy Leader Participation Program.

Mayor Swanson stated that Caltrans is not available to give their presentation and Staff will try to get this scheduled for another meeting.

Police Chief Fontneau presented the Police Department quarterly update.

## **PUBLIC COMMENTS**

Andy Morris, EVMWD Director, stated the Board has asked Staff to change their Administration Code regarding restaurant fees. It is hoped this will help and should save the business a significant amount in water and sewer fees.

Adam Wilson, Wildomar Youth Soccer Association, stated there are emails going around stating that there will be an additional \$49 fee on top of the fees already paid by the players. If this occurs the League will not be able to survive.

Assistant City Manager Nordquist stated there was discussion at the budget workshop held the previous night. A resident suggested that the various sports leagues pay additional fees in an attempt to keep the parks open. The City does not have anything like this in place and was suggested by a resident and is not the position of the City.

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

**A MOTION** was made by Councilwoman Moore, seconded by Councilman Walker, to approve the agenda as presented.

**MOTION** carried, 4-0, with Councilman Cashman absent.

## **1.0 CONSENT CALENDAR**

A **MOTION** was made by Councilwoman Moore, seconded by Mayor Pro Tem Benoit, to approve the Consent Calendar as presented.

**MOTION** carried, 4-0, with Councilman Cashman absent.

### **1.1 Reading of Ordinances**

Approved the reading by title only of all ordinances.

### **1.2 Minutes – April 27, 2011 Regular Meeting**

Approved the Minutes as submitted.

### **1.3 Minutes – May 11, 2011 Regular Meeting**

Approved the Minutes as submitted.

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

Approved the following:

1. Warrant Register dated May 12, 2011, in the amount of \$442,633.25;
2. Warrant Register dated May 19, 2011, in the amount of \$47,957.97; and
3. Payroll Register dated May 25, 2011, in the amount of \$17,577.93.

### **1.5 Treasurer's Report**

Approved the Treasurer's Report for April, 2011.

### **1.6 Waite Street Mobile Home Park – Conditional Use Permit No. 09-0301**

Received and filed the report.

### **1.7 Reject Claims for Damages against the City of Wildomar**

Rejected the following claims:

1. Claim against the City of Wildomar received 1/17/2011 - Donald Gilbertson
2. Claim against the City of Wildomar received 3/11/2011 - Jose Anibal Castillo Ayala
3. Claim against the City of Wildomar received 8/16/2010 - Laura Hamilton

## **2.0 PUBLIC HEARINGS**

### **2.1 Fiscal Year 2011/12 Proposed Budget**

City Clerk Lee read the title.

Mayor Swanson opened the public hearing.

Assistant City Manager Nordquist stated Staff is requesting that this item be continued to the next meeting as some issues have not be resolved as of yet, specifically the Sheriff's contract.

**SPEAKERS:**

Scott Bradstreet, resident, stated it would be ridiculous to close the parks. He urged the Council to keep the parks open.

**A MOTION** was made by Councilwoman Moore, seconded by Mayor Pro Tem Benoit, to continue the public hearing to the regular City Council meeting of June 8, 2011.

**MOTION** carried, 4-0, with Councilman Cashman absent.

## **3.0 GENERAL BUSINESS**

### **3.1 Park Closure Options**

City Clerk Lee read the title.

Assistant City Manager Nordquist presented the staff report. He reviewed the various options available should Measure D not pass.

**SPEAKERS:**

Susan Lane, Menifee resident, stated the suggestion that Heritage and Windsong parks being "streamlined" by having the residents who live in the surrounding tract to form an HOA and take over those parks is a horrible idea. They are public parks and should be maintained by the neighborhoods. HOAs are not good as they have no accountability.

George Taylor, resident, stated he is in favor of Measure D and urged the residents to pass the Measure. Opponents to Measure D have stated that

there are other options to fund the parks, but have not stated what that is and perhaps the City should look into other options. After the County spent \$7 million to bring the parks back, it would be a shame to fence them off again. Also, once they close we will never see them reopened again.

Gerald Hall, Murrieta resident, stated selling the parks is not an option, leasing would be a better option. If the parks are closed Wildomar will lose all sense of community. He feels the \$49 fee that was recommended is only to derail the parks.

Gil Rasmussen, Wildomar Magazine, stated he feels the suggestions he made at the budget workshop last evening are not appropriate for this item. He suggested people log on to his website to view the suggestions. If the Council makes any decision at this meeting to close the parks, you are in essence saying that the Measure is losing. This discussion needs to take place after the election.

Andy Morris, resident, stated he does not want the parks to be sold. They need to be kept. He prefers they be fenced for the time being. Sycamore Academy is looking for a site, perhaps Marna O'Brien Park can be leased to them.

Tim Underdown, Wildomar Little League, stated he has also seen the emails going around regarding the sports leagues. Wildomar Little League currently leases the ball field behind the cemetery and it is run completely with volunteers. However it is a battle to keep volunteers running the field, especially during the off-season. He does not see it working for the City. The cost of maintaining it is very expensive to Little League, and it would be very costly for the City.

Barbara Wilson, Sycamore Academy, stated California is not ranked very high in health issues and a good deal of it goes back to lack of parks. This is especially hitting the children as they cannot go to the gym as adults can do. Parks are needed to help battle childhood obesity.

John Lloyd, Citizens for Wildomar Parks, stated he is against the \$49 to the sports league recommendation. The bottom line is the citizens need to decide if they want parks. If they have to be closed, he is not in favor of selling the parks.

Anna Yamasaki, resident, read from a letter she submitted regarding support for Measure D and keeping the parks open.

Mayor Swanson read a letter from Dr. Frank Passarella of the Lake Elsinore Unified School District supporting parks in Wildomar.

Councilman Walker stated he feels all of the Council Members want to keep the parks open however we have to have the money to do that. It is not a matter of the City cutting back as there is nowhere to cut. The truth of the matter is, this comes down to \$28 per year to keep them open. Also, the County is looking at the City because they would like to give us the land for a new park on the east side, but they know the City will need an assessment in place for it. If Measure D fails, then the park land on the east side will not happen. This issue is at the mercy of the citizens. Additionally, Developers are looking to see if the citizens even care enough about their community to fund parks. If the answer is no, they will have second thoughts about coming into Wildomar.

Councilwoman Moore stated if the parks are closed she does not see how the City would ever come up with the money to reopen them. The County spent \$7 million to bring the parks back for use. All of the parks are used extensively. This is up to the citizens to keep these parks going. The parks are used every day and by various different people, groups, and Leagues.

Mayor Pro Tem Benoit stated if the Measure is defeated he would like to look at fencing off part of Marna O'Brien, but keeping open the kid's area. Also what is the liability and where is that being paid from currently.

Assistant City Manager Nordquist stated it is currently bundled in with the other insurance the City pays.

Mayor Pro Tem Benoit stated can we find out how much the insurance would be if we just shut down part of the park versus shutting down the entire park. He does agree with everyone that this is a sad situation. It was brought up about the amount of parks Murrieta has and Temecula has. Those citizens pay a great deal more than the \$28 per year being requested in Wildomar. Also, the County did not have the money to keep the parks open in Wildomar and asked for an assessment. The City simply does not have the money to keep the parks open. He does not feel volunteers would work in the long run. In the beginning there would a great deal, but after some time, they would leave.

Mayor Swanson stated this is sad and it is hard to have this conversation, but it is one that needs to be had. She is hoping the citizens will pass Measure D. She thanked all the volunteers for their time and efforts in

getting the word out. She thanked the Blue Ribbon Committee for coming together and bringing the recommendation. It may not be the one everyone wants or what will work, but it is still only \$28. No matter what you call it, CFD, Mello Roos, or whatever, they are all the same. It is up to the citizens as to what they want.

City Manager Oviedo stated he would like to clarify the funding mechanism the City is proposing because there is a great deal of talk in the community that the Community Facilities District is different from a Community Services District. A Community Services District is no different from a Community Facilities District in all practical terms. It is a parcel based tax that can cause a lien much like a Mello Roos. Community Services Districts were created by law specifically for Counties only.

### **3.2 Joint Representation Agreement Regarding the City of Wildomar and the Wildomar Cemetery District**

City Clerk Lee read the title.

City Attorney Biggs presented the staff report stating the Cemetery District has voted to retain her and her firm to represent the Cemetery District in the Local Agency Formation Commission (LAFCO) process. In order for this happen she and firm must give notice to the City and the City must consent to this. To the best of her knowledge there are no conflicts between the District and the City.

Mayor Swanson stated that she will need to leave the Dias as she has a conflict of interest due to her property being located close to the cemetery. She then left the Dias and the Chambers.

**A MOTION** was made by Councilwoman Moore, seconded by Councilman Walker, to approve the Joint Representation Agreement for the City of Wildomar and Wildomar Cemetery District relating to proceedings before the Riverside County Local Agency Formation Commission.

**MOTION** carried, 3-0, with Mayor Swanson abstaining and Councilman Cashman absent.

Mayor Swanson returned to the Dias.

## **CITY MANAGER REPORT**

City Manager Oviedo stated Mayor Swanson, Councilman Walker, and he attended the annual ICSC (International Conference of Shopping Centers) conference in Las Vegas. He was a good conference and was fruitful. This year the mood was very upbeat compared to last year. He already has a meeting set with a Developer, so it could be good news for the City. Also last week he signed a document for the upcoming CDBG funds for the next three years. This will be coming forward to the Council in the very near future. Finally, the City has once again been awarded another sidewalk to schools grant for \$168,000. This will be the portion on Grand Avenue between Central and David A. Brown Middle School.

City Clerk Lee stated that the City does have a ballot box in City Hall to take any mail-in ballots. On Election day you can drop it off at any polling location or at the Registrar's Office.

## **CITY ATTORNEY REPORT**

There was nothing to report.

## **COUNCIL COMMUNICATIONS**

Mayor Pro Tem Benoit stated he is glad to hear about the ICSC conference and leads being followed up on already. He is anxious to hear about anything that may come of this.

Councilman Walker stated he would like Staff to follow up on a meeting that was held with Supervisor Buster's Office regarding the Mt. San Jacinto campus that is being proposed. Also, the ICSC conference was very good. He also met with EDA in Riverside regarding some issues that can help Wildomar develop its economy. He also talked about using some of the County property located within Wildomar to hold one-time use events such as a rodeo. They appear to be very receptive to that.

Councilwoman Moore stated she appreciates Councilman Walker for his dedication and passion to help Wildomar. She attended the JPA meeting regarding the Animal Shelter. They will be placing on a future agenda to look at a difference methodology for the bond. On May 14 she attended the City-wide clean up at Elsinore High School and Ronald Reagan Elementary School. Attended the Chamber mixer, the clean-up at the VFW, Wildomar Cemetery

clean up for the Memorial Day service. She urged everyone to vote on June 7.

Mayor Swanson stated the ICSC conference was great. The Economic Development roundtable was well attended and Staff has some great ideas that came from it. She also reminded everyone of the Memorial Day service on Monday.

### **FUTURE AGENDA ITEMS**

\*Paperless agendas – I-Pads

\*Economic Development Roundtables to be held every month

### **ADJOURNMENT**

There being no further business, at 8:05 p.m. Mayor Swanson declared the meeting adjourned.

Submitted by:

Approved by:

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Debbie A. Lee, CMC  
City Clerk

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Marsha Swanson  
Mayor

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item#1.3**  
**CONSENT CALENDAR**  
**Meeting Date: June 22, 2011**

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**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 June 9, 2011, in the amount of \$53,696.54;
2. Warrant Register dated June 16, 2011, in the amount of \$559,812.48; and
3. Payroll Register dated June 16, 2011, in the amount of \$18,320.54.

**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:

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Gary Nordquist  
Assistant City Manager

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Frank Oviedo  
City Manager

**ATTACHMENTS:**

Voucher List 6/9/2011  
Voucher List 6/16/2011  
Payroll Warrant Register June 16, 2011

vchlist  
06/09/2011 2:41:35PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	invoice	PO #	Description/Account	Amount
200545	6/7/2011	000281 AWTHTENTIK	LS3222	0000014	EMER SVCS-BLACK DIECUTS	915.63
					Total :	915.63
200546	6/9/2011	000028 CALPERS	0620113		CONTRIBUTIONS 5/23/11-6/5/11	3,138.37
					Total :	3,138.37
200547	6/9/2011	000041 CTAI PACIFIC GREENSCAPE	19590 19602		PARK MAINTENANCE MAY 2011 CERVERA MAINTENANCE MAY 2011	2,950.00 480.00
					Total :	3,410.00
200548	6/9/2011	000036 DATAQUICK	B1-1935392		CODE ENF-SOFTWARE 5/1/11-5/31/11	185.38
					Total :	185.38
200549	6/9/2011	000116 EARTHQUAKE MANAGEMENT	B10190	0000012	CERT KIT	1,326.38
					Total :	1,326.38
200550	6/9/2011	000022 EDISON	6211 6211A		CSA 103- ELECTRICAL 5/1/11-6/1/11 ZONE 73- LMD 69-1 ELECTRICAL 5/1/11-6/1/11	34.58 84.20
					Total :	118.78
200551	6/9/2011	000012 ELSINORE VALLEY MUNICIPAL, WATER	4951709 4951710 4951711		WINDSONG WATER SRVCS 4/21-5/1/11 WATER SRVCS CSA 103 4/21/11-5/2/11 WATER SERVICES CSA 103 4/21/11-5/2/11	579.25 172.46 348.46
					Total :	1,100.17
200552	6/9/2011	000016 INNOVATIVE DOCUMENT SOLUTIONS	103819		CONTRACT COPER SRVCS 5/1/11-6/1/11	673.32
					Total :	673.32
200553	6/9/2011	000079 LAN WAN ENTERPRISE	40427		MAINTENANCE CONTRACT JUNE 2 2011	450.00
					Total :	450.00
200554	6/9/2011	000147 MARATHON REPROGRAPHICS	61899 62479 62690		WILDOMAR FLOOD MAP REPRODU FLOOD CONTROL MAP REPRODU ADOPT A TRAIL MAP REPRODUCTI	19.68 30.69 10.88
					Total :	61.15
200555	6/9/2011	000005 PARSAC	12-21		ANNUAL WORKER'S COMP FY 11/12	15,112.00

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vchlist  
06/09/2011 2:41:36PM

Voucher List  
City of Wildomar

Page: 2

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200555	6/9/2011	000005 PARSAC	(Continued) 12-55 12-94		ANNUAL LIABILITY PROGRAM COV CRIME BOND PREMIUM FY11/12	25,216.00 700.00
					Total :	41,028.00
200556	6/9/2011	000026 PROTECTION RESCUE SECURITY, SER\ 11-152G			PARK SECURITY SRVCS 5/1/11-5/3/	425.00
					Total :	425.00
200557	6/9/2011	000025 WILLETTE, PAULA	6211		CERT TRAILER SUPPLIES/ CFED TI	884.36
					Total :	884.36
13 Vouchers for bank code : wf					Bank total :	53,696.54
13 Vouchers in this report					Total vouchers :	53,696.54

Page: 2

vchlist  
06/16/2011 11:27:18AM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200558	6/13/2011	000059 DIAMOND W. EVENTS	20115		CONTRACTUAL SERVICES MAY 20	7,300.00
					<b>Total :</b>	<b>7,300.00</b>
200559	6/16/2011	000080 BURKE, WILLIAMS AND SORENSON,, LL 146984			LEGAL FEES MAY 2011	33,085.11
					<b>Total :</b>	<b>33,085.11</b>
200560	6/16/2011	000028 CALPERS	0420113		CONTRIBUTIONS 3/29/11-4/10/11	3,138.37
					<b>Total :</b>	<b>3,138.37</b>
200561	6/16/2011	000047 COUNTY OF RIVERSIDE, SHERIFF'S DEI	SH0000016683 SH0000016746 SH0000016768		BOOKING FEE APRIL 2011 FACILITY EXPENSES FY 10/11 CONTRACT LAW ENF. 3/10/11-4/6/1	1,118.94 65,437.73 260,265.74
					<b>Total :</b>	<b>326,822.41</b>
200562	6/16/2011	000059 DIAMOND W. EVENTS	2011		EMERGENCY MNGMT PROF SRVC	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
200563	6/16/2011	000022 EDISON	6711 6711A 6711B 6811		CITY LAMPS ELECTRICAL 5/1-6/1/11 CSA 22 ELECTRICAL 5/1-6/1/11 CSA 103 ELECTRICAL 5/1/11-6/1/11 CSA 142 ELECTRICAL 5/1/11-6/1/11	380.20 3,029.97 13,474.07 2,030.62
					<b>Total :</b>	<b>18,914.88</b>
200564	6/16/2011	000072 INTERWEST CONSULTING GROUP	10934		CONTRACTUAL SERVICES MAR 20	135,785.26
					<b>Total :</b>	<b>135,785.26</b>
200565	6/16/2011	000048 MURRIETA LOCK AND SAFE, INC.	4836		OPEN & REPAIR FILE CABINET LOC	125.00
					<b>Total :</b>	<b>125.00</b>
200566	6/16/2011	000049 NORTH COUNTY TIMES	2291452 2291453 2291618 2291666		PUB HEARING NTCE- FY11/12 O&C PUB HEARING NTCE- FY11/12 BUD PUB HEARING NTCE- ZONING ORC PUBLIC HEARING NTCE- ORD. NO.	67.48 76.92 124.12 67.48
					<b>Total :</b>	<b>336.00</b>
200567	6/16/2011	000018 ONTRAC	7144744		OVERNIGHT DELIVERY SERVICES	34.80

Page: 1

vchlist  
06/16/2011 11:27:18AM

Voucher List  
City of Wildomar

Page: 2

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200567	6/16/2011	000018 000018 ONTRAC	(Continued)			Total : 34.80
200568	6/16/2011	000005 PARSAC	12-127		ANNUAL PROPERTY INSURANCE F	3,897.00
						Total : 3,897.00
200569	6/16/2011	000289 RIVERSIDE SHERIFFS DEPARTMENT	SH0000016738		COMMUNICATION SERVICES 7/1/10	25,757.00
						Total : 25,757.00
200570	6/16/2011	000290 SOUTHERN CALIFORNIA, ASSOCIATION	11-282		DUES ASSESSMENT FY 11/12	2,986.00
						Total : 2,986.00
200571	6/16/2011	000020 VERIZON	6111 6111A		PHONE CHARGES 6/1/11-6/30/11	35.61
					OFFICE PHONE CHRGS 6/1/11-6/30	595.06
						Total : 630.67
14 Vouchers for bank code : wf						Bank total : 559,812.48
14 Vouchers in this report						Total vouchers : 559,812.48

Page: 2

City of Wildomar  
Payroll Warrant Register  
June 16, 2011

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
6/10/2011	Payroll People	5/21-6/3/11 staff	18,320.54
		TOTAL	18,320.54

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.4**  
**CONSENT CALENDAR**  
**Meeting Date: June 22, 2011**

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**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist, Assistant City Manager  
**SUBJECT:** Treasurer's Report

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends City Council to approve the Treasurer's Report for the month of May, 2011.

**DISCUSSION:**

Attached is the Treasurer's Report for Cash and Investments for the month of May 2011.

**FISCAL IMPACT:**

None.

Submitted by:

Approved by:

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Gary Nordquist  
Assistant City Manager

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Frank Oviedo  
City Manager

**ATTACHMENTS:**

Treasurer's Report

CITY OF WILDOMAR  
 TREASURER'S REPORT FOR  
 CASH AND INVESTMENT PORTFOLIO  
May 2011

CITY CASH

FUND	ACCOUNT	INSTITUTION	BALANCE	RATE
All	All	WELLS FARGO	\$ 3,527,489.21	0.00%
		TOTAL	\$ 3,527,489.21	

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	\$ 2,949,831.63	\$ 1,539,591.34	\$ (961,933.76)	\$ 3,527,489.21	0.000%
		TOTAL	\$ 2,949,831.63	\$ 1,539,591.34	\$ (961,933.76)	\$ 3,527,489.21	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	\$ 1,529,971.75	\$ 1,529,971.75	\$ 1,529,971.75	100.00%	0	0.413%
	TOTAL	\$ 1,529,971.75	\$ 1,529,971.75	\$ 1,529,971.75	100.00%		

**CITY - TOTAL CASH AND INVESTMENT**      \$ 5,057,460.96

CITY INVESTMENT

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	\$ 1,529,971.75	\$ 0.00	\$ 0.00	\$ 1,529,971.75	0.413%
	TOTAL	\$ 1,529,971.75	\$ 0.00	\$ 0.00	\$ 1,529,971.75	

In compliance with the California Code Section 53646, as the Director of Finance/ City Treasurer of the City of Wildomar, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.  
 I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.

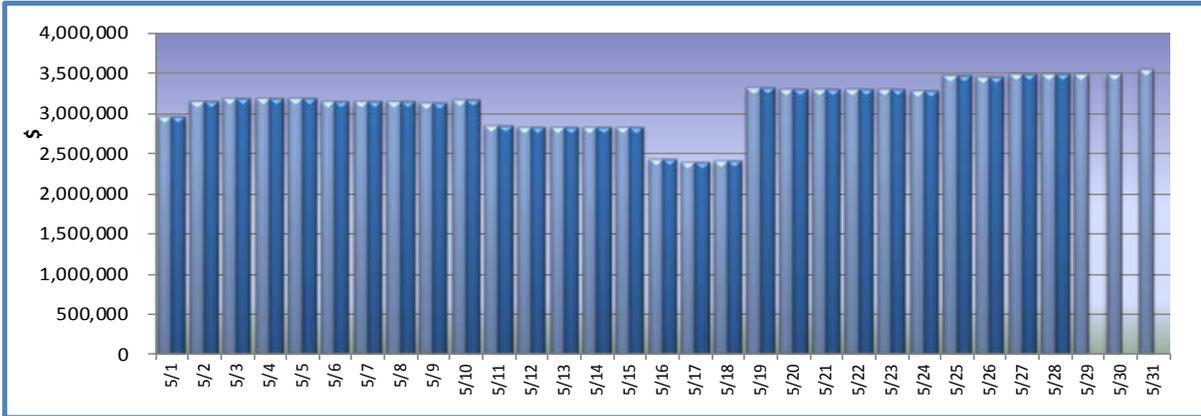
\_\_\_\_\_  
 Gary Nordquist  
 ACM Finance & Administration /  
 City Treasurer

\_\_\_\_\_  
 Date



# May 2011

## Daily Cash Balance All Funds Checking Only Pool Report Balance



Fiscal Year	Ending Balance	Monthly Net Activity
July 2009	2,027,072	-
Aug 2009	4,745,827	2,718,755
Sept 2009	4,201,825	(544,002)
Oct 2009	3,674,234	(527,592)
Nov 2009	3,098,110	(576,124)
Dec 2009	2,963,884	(710,350)
Jan 2010	2,801,810	(296,300)
Feb 2010	2,919,794	117,984
Mar 2010	2,397,718	(522,076)
April 2010	3,239,669	841,951
May 2010	3,200,801	(38,868)
June 2010	3,159,501	(41,300)
July 2010	3,008,802	(150,699)
Aug 2010	3,860,503	851,700
Sept 2010	3,069,412	(791,091)
Oct 2010	2,992,344	(77,068)
Nov 2010	2,365,924	(626,420)
Dec 2010	3,199,019	833,094
Jan 2011	2,661,091	(537,927)
Feb 2011	2,799,932	(399,087)
Mar 2011	2,469,738	(191,353)
Apr 2011	2,949,832	149,900
May 2011	3,527,489	1,057,751

May 2011		
Date	Ending Balance In Whole \$	Net Change from Prior Day
5/1	2,949,832	-
5/2	3,148,257	198,425
5/3	3,172,524	24,268
5/4	3,172,950	426
5/5	3,183,659	10,709
5/6	3,135,845	(47,814)
5/7	3,135,845	-
5/8	3,135,845	-
5/9	3,124,439	(11,405)
5/10	3,151,999	27,560
5/11	2,833,890	(318,109)
5/12	2,821,166	(12,724)
5/13	2,823,906	2,741
5/14	2,823,906	-
5/15	2,823,906	-
5/16	2,427,544	(396,363)
5/17	2,384,515	(43,029)
5/18	2,403,722	19,208
5/19	3,305,535	901,813
5/20	3,286,161	(19,374)
5/21	3,286,161	-
5/22	3,286,161	-
5/23	3,283,143	(3,018)
5/24	3,279,892	(3,251)
5/25	3,467,504	187,612
5/26	3,436,406	(31,098)
5/27	3,472,197	35,791
5/28	3,472,197	-
5/29	3,472,197	-
5/30	3,472,197	-
5/31	3,527,489	55,292

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.5**  
**CONSENT CALENDAR**  
**Meeting Date: June 22, 2011**

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**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist, Assistant City Manager  
**SUBJECT:** Police Services Contract Renewal

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the Agreement for Law Enforcement Services between the City of Wildomar and the County of Riverside.

**BACKGROUND:**

The City of Wildomar, with its July 1, 2008 incorporation, has required police services for an indeterminate amount of time. On September 24, 2008, the City's entered into contract for such services to be provided by the Sheriff's Department of the County of Riverside. That contract is set to expire on June 30, 2011. This agreement continues that relationship to June 30, 2014.

**DISCUSSION:**

The County agrees, through the Sheriff, to provide municipal police protection within the corporate limits of Wildomar to the extent and in the manner set forth in the agreement. The services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by a police department of the City under State statutes. Such services shall include the enforcement of State statutes and City codes and ordinances. Services shall also include traffic enforcement and related services to the extent possible given the size of the force provided for in the agreement. County agrees to provide all investigative support necessary to complete criminal investigations, and to provide access to the Records Management System (RMS) and the California Law Enforcement Telecommunications System (CLETS), within the rules and regulations as established by the California State Department of Justice.

The average patrol service will include 72 supported hours per day approximately equivalent to 15 Deputy Sheriff positions at 1180 annual productive hours per position.

The contract will run through June 30, 2014. However, either party may terminate the Agreement upon writing notice to the other party of not less than twelve (12) months prior to the effective termination date.

The contract has been reviewed by the City Attorney.

**FISCAL IMPACT**

Funds are budgeted for FY 2011-12 and are based on levels of service. Each year the City will adjust the level of service commensurate with funding ability.

Submitted by:

Approved by:

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Gary Nordquist  
Assistant City Manager

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Frank Oviedo  
City Manager

**ATTACHMENTS**

Law Enforcement Agreement

# Attachment

## A

Agreement for Law  
Enforcement Services

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN THE CITY OF WILDOMAR

AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the CITY OF WILDOMAR, a Charter City and Municipal Corporation, hereinafter "City," and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Riverside County Sheriff's Department, hereinafter "County."

IT IS THEREFORE AGREED AS FOLLOWS:

**1. TERM**

1.1 Effective Dates. This Agreement shall be effective from July 1, 2011 through June 30, 2014.

1.2 Renewal. In the event City desires to terminate this Agreement at the end of any current three (3) year period, the City Council, not later than twelve (12) months preceding the expiration date of the current term of this Agreement, shall notify the Sheriff and the Board of Supervisors that it wishes to terminate the same; otherwise, this Agreement shall be automatically renewed for an additional three (3) year period at the level of service then currently in effect. As a matter of convenience to the parties hereto, and in order to facilitate continuity of the law enforcement services provided to City, the parties may mutually approve and ratify any automatic renewal of this Agreement retroactively to the effective date of such automatic renewal.

1.3 Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 herein, either party may terminate this Agreement upon notice in writing to the other party of not less than twelve (12) months prior to the effective termination date.

**2. SCOPE OF SERVICE**

2.1 Services. The County agrees, through Sheriff thereof, to provide municipal police protection within the corporate limits of City to the extent and in the manner hereinafter set forth. It is understood that the Sheriff's Department shall be the sole provider of general and specialized law enforcement services within the corporate limits of City. City shall not hire any other persons or company to provide general and specialized law enforcement services within the corporate limits of City. However, City is not precluded by any language in this section from hiring an unarmed code enforcement unit. The Sheriff's services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by a police department of the City under State statutes. Such services shall include the enforcement of State Criminal Codes and all pertinent City criminal codes and ordinances. Services shall also include traffic enforcement and related services to the extent possible

given the size of the force provided for in this Agreement. County agrees to provide all investigative support necessary to complete criminal investigations conducted hereunder. However, all investigator overtime will be charged City at the Board of Supervisors approved hourly overtime rate.

2.2 California Identification System (CAL-ID) and Records Management System (RMS) City agrees as a condition of receiving services hereunder to participate in CAL-ID and RMS under the terms and conditions set forth in this Section and to pay for these services under separate billings.

2.2A Definitions. For purposes of this agreement the following are some of the more common definitions which shall apply, but shall not be limited by this reference:

- a) Records Management System (RMS) Functions shall mean the software functions provided to City by County, which are supplied by the RMS. These functions shall include inquiry and case entry into the RMS, access to the Master Name Index, Warrant and Master Location Index and Jail Locator databases.
- b) The California Law Enforcement Telecommunications System Access (CLETS) shall mean that access to the Department of Justice computers provided by County to City.
- c) Work Station shall mean those County devices and software, which are used by City to access RMS functions and the CLETS.
- d) LAWNET shall mean the County's law enforcement telecommunications network consisting of County provided data circuits, digital service units, routers, hubs and other County provided hardware and software that is used by City to connect work stations to RMS services as defined below.
- e) County Services shall mean the collective hardware and software, LAWNET, workstations, RMS functions and CLETS.

2.2B Scope of RMS Services. County agrees to provide to City full access to the RMS and CLETS systems. CLETS access will be provided within the scope of CLETS access rules and regulations as established by the California State Department of Justice.

2.2C Provision of RMS Supervision, Labor and Equipment. Supervision over the provision of County Services, the standards of performance and other matters incident to the performance of such services, shall remain with County. Security of the host system and control of LАWNET shall remain with County. The County shall furnish all labor and equipment for the host system necessary to maintain the level of service rendered hereunder. In the event City chooses to provide PC-based equipment for services defined herein, the equipment must be configured in accordance with County specifications. Further, City shall not alter the configuration of any PC-based equipment used to provide services herein without the permission of Sheriff's Information Technology Officer.

2.2D Establishment of CAL-ID and RMS Rates and Payment of Costs. Establishment of RMS rates and payments for provided services shall be as specified in Sections 7.2 and 7.4 of this Agreement.

### **3. LEVEL OF SERVICE**

3.1 Level of Service Specified. County shall provide law enforcement services at the level specified in Attachment A, attached hereto and incorporated herein by this reference.

3.2 Variation in Level of Service. Variation in the level of service shall be made by amendment, as provided for in Section 11 of this Agreement, and under the following terms:

If City requests an increase in the level of service to be provided under this Agreement, County agrees to provide such increased level of service as soon as is practicable, consistent with the ability of the Sheriff to hire and train recruits.

If City elects to reduce the level of service provided herein by ten percent (10%) or greater, City must give notice in writing to County not less than twelve (12) calendar months prior to the effective date of such reduction. If City elects to reduce the level of service provided herein by less than ten percent (10%), County agrees to reduce the level of service accordingly as soon as it is practicable. The level of service, however, may not be reduced to below the minimum level, as determined by County, required to ensure public and officer safety.

### **4. CHIEF OF POLICE**

The Sheriff will, to the extent practical, coordinate appointment of a Police Chief with City and consult with City on final selection for the position.

### **5. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT**

5.1 Supervision. Supervision over the rendition of law enforcement services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with

County. The Sheriff or a designated representative will meet and confer with the City Manager or a designated representative on questions related to the provision of services.

5.2 Labor and Equipment. For the purpose of performing said services, County shall furnish and supply all labor, supervision, equipment, communication services, and supplies necessary to maintain the level of service to be rendered hereunder. Location of the above will not necessarily be within City limits. Notwithstanding anything herein contained, it is agreed that in all instances where specific equipment used solely to support specialized enforcement activities within the City not normally provided by the Sheriff is to be used, or where special supplies, stationery, notices, forms, and the like related to law enforcement are to be issued in the name of City, such equipment and materials shall be supplied by City at its own cost and expense. Any such special equipment or materials so purchased by City shall meet with the Sheriff's specifications shall remain within the City limits, and ownership title thereto shall remain with City.

However, under no circumstances shall City purchase or otherwise provide general patrol vehicles for services provided pursuant to this agreement without permission of Sheriff. The County shall provide all marked general Patrol vehicles to City and shall charge City for their use on a per mile basis.

5.3 City-Owned Motorcycles and Specialized Support Vehicles. In the event City chooses to provide motorcycles or specialized support vehicles for use in providing services hereunder, the motorcycles or specialized support vehicles shall meet minimum specifications furnished by County, shall be adequately equipped and ready for use, and shall be registered in the name of City. It is further understood that City is providing motorcycles or specialized support vehicles to Sheriff expressly for law enforcement services and shall only be operated by Sheriff's personnel, or persons authorized by the Sheriff.

City shall bear the cost of maintenance, fuel, licensing, and any and all expenses associated with use of the motorcycles and specialized support vehicles for the provision of services hereunder, which is inclusive of responsibility for any and all cost for physical damage to the City-owned motorcycles or specialized support vehicles. However, County shall be responsible for the cost of all third party liability caused by the operation of the City-owned motorcycles or specialized support vehicles, including the property damage caused by the negligence or wrongful acts of County officers and employees while operating City-owned motorcycles and specialized support vehicles. Motorcycles and specialized support vehicles shall be used only for city-approved functions.

5.4 Vehicle Insurance. City shall maintain insurance for any physical damage to the City-owned vehicles in an amount equal to the replacement value of all vehicles provided to the County under this agreement. Policy shall, by endorsement, name the County of Riverside, its Departments, Districts, Agencies and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, or representatives as Additional Insureds. Such insurance may be provided through a program of self-insurance.

General Insurance Provisions - All lines:

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

b. The City shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein are in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. If County is utilizing City-owned vehicles, operations shall not commence until the County of Riverside has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

c. It is understood and agreed by the parties hereto and the City's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

## **6. EMPLOYMENT STATUS OF PERSONNEL**

6.1 Employment Status. Any person employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of County on special assignment to City for the purposes of this Agreement, and shall not be considered employees of City. No such County employee shall have any entitlement to workers' compensation coverage, pension, or civil service benefits from City.

6.2 Labor Shortage. In the event of a work slow-down, strike, or any other form of job action by those individuals assigned to City, County agrees to provide only that level of service which may be available through mutual aid, pursuant to Government Code Section 8615, et seq. City shall be billed only for the actual hours of service received.

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## **7. COMPENSATION**

7.1 Payment Basis. City shall reimburse County the cost of rendering services hereunder at rates established by the County Board of Supervisors, which rates shall include all items of cost and expense to the Sheriff for providing the services hereunder. Such cost of services shall be established by the County Board of Supervisors in the form of hourly rates for Sheriff's Department personnel, vehicle mileage rates, facility use rates, RMS transaction fees and CAL-ID fees. "Cost" as used herein shall not include items of expense attributable to services normally provided or available to all territory within the County as part of County's obligation to enforce State law. In addition to any other fees or costs set forth herein, County may impose on City, and City shall pay upon receipt of an invoice from County, a criminal justice administrative fee consistent with Government Code Section 29550 with respect to arrests made by County employees pursuant to this Agreement just as if such arrests had been made by City employees. Pursuant to Government Code Section 51350, County shall not charge City for services it would provide to any city in the County free of charge. These services, which are provided at the discretion of County, could typically include the services of the Sheriff's Special Investigations Bureau, Emergency Services Team, Canine Unit and Aviation Unit.

7.2 Establishment of Costs. The rates to be charged City shall be adjusted periodically, but not more than once each fiscal year, to reflect any changes in the cost to County for providing services hereunder. City shall be notified of any change in the rates to be charged City prior to submittal of the proposed change to the County Board of Supervisors for adoption, and City shall be given the opportunity to review the proposed change with County personnel. City shall, thereafter, be notified of adoption by County of the rates to be charged City, and said new rates shall take effect on the same date as County incurs the associated costs. Should City, subsequent to a rate adjustment, choose not to appropriate or expend any additional monies needed to support the level of service theretofore supplied, County reserves the right to reduce the level of service in accordance with the amount City is willing to expend.

7.3 Facility Rate Charges. City shall reimburse County for the costs incurred by the Sheriff's Department at County-owned or leased facilities. Costs are prorated according to the facility's square footage occupied by a Sheriff's Department Bureau or Unit.

Calculation of Facility Rates. The total of the facility's cost components is divided by the appropriate variable number of positions (number of station funded, sworn department

funded or total Department funded employees depending on the facility in question and the Department population served). This cost per funded position is then applied to the number of positions chargeable to the contract city to arrive at each contract city's share of the facility cost.

The County agrees that Facility Rate Station charges to City will not be increased due to the Sheriff's decision to move Contract or unincorporated County Patrol positions from the Station.

7.4 Payment of Costs. County, through the Sheriff's Department, shall provide to City within 30 days of the conclusion of each billing period, an itemized statement of the costs for services being charged for said billing period. Billing statements for RMS services will be provided quarterly for services being charged for said quarter. City shall remit payment to the invoicing department within 30 days after receipt of such statements. If such payment is not received by the County within thirty (30) days after presentation of billing, County may satisfy such indebtedness from any funds of the City on deposit with County as provided by law pursuant to Government Code Section 907.

7.5 Field Training Costs. Should City elect to add additional Deputy Sheriff positions to the level of service described herein, there will be an associated field training cost for each additional position. City will be billed, on a separate invoice, up to a maximum of sixteen (16) weeks of training on a one-time basis for each additional Deputy position. Said cost will be charged at the Unsupported Deputy hourly rate as approved by the County Board of Supervisors. Billing will be provided for field training costs in conjunction with the rate adjustment billing. Field training costs will not apply to supervisory or classified positions added to the level of service.

7.6 Miscellaneous Costs. There are a number of other service costs that City shall be responsible for paying as they are incurred. These costs are not included as the support or service and materials cost components in the fully supported Deputy hourly rate, nor any other such rates established by the County Board of Supervisors. These service costs may include, but are not limited to charges from vendors for: crime scene clean-up, blood draws, rape exams, polygraph exams, specialized printing jobs exclusive to City and training for personnel requested by City for specialized law enforcement.

## **8. INDEMNIFICATION AND HOLD HARMLESS**

8.1 Indemnification by City. City shall indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of City, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. City shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County, its

Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by City, City shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes City's indemnification of County. City's obligations hereunder shall be satisfied when City has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe City's obligations to indemnify and hold harmless the County.

8.2 Indemnification by County. County shall indemnify and hold harmless the City, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of County, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. County shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the City, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by County, County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of City. County's obligations hereunder shall be satisfied when County has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe County's obligations to indemnify and hold harmless the City.

## **9. ADMINISTRATION**

The City Manager of City shall administer this Agreement on behalf of City, and the Sheriff shall administer this Agreement on behalf of County.

## **10. RECORDS**

County shall maintain adequate records to discharge its responsibilities under this Agreement, and shall permit inspection of County's appropriate records that relate to City services under this Agreement, as allowed by law. County shall provide City access to appropriate records pertaining to City services for approval, funding or auditing services, upon reasonable notice. County shall maintain such records for periods of time as provided

by law or records retention schedules duly adopted by the appropriate legislative body. Covenants under this Section shall survive the termination of this Agreement.

**11. ALTERATION OF TERMS**

No addition to, or alteration of, the terms 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. No waiver of any term or condition of this Agreement by either party shall be a continuing waiver thereof.

**12. NOTICES**

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

County

Stanley L. Sniff, Jr., Sheriff  
Riverside County Sheriff's Department  
Post Office Box 512  
Riverside, California 92502

City

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

or to such other addresses as from time to time may be designated by the respective parties. An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors  
County of Riverside  
4080 Lemon Street, 1st Floor  
Riverside, California 92501

**13. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

**14. STANDARD OF CARE**

In performing the police services required by this Agreement, County agrees to use that degree of care and skill ordinarily exercised under similar circumstances by law enforcement officers in performance of the duties required by this Agreement. All Sheriff's personnel who provide general and specialized law enforcement services to City pursuant to

this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

**15. JURISDICTION AND VENUE**

This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the state or federal courts in or nearest to Riverside County.

**16. ENTIRE AGREEMENT**

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

IN WITNESS WHEREOF, the City of, by minute order or resolution duly adopted by its City Council, has caused this Agreement to be signed by its Mayor and attested and sealed by its Clerk, and the County of Riverside, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and sealed and attested by the Clerk of said Board, all on the dates indicated below.

CITY OF WILDOMAR

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Marsha Swanson, Mayor

ATTEST:

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

COUNTY OF RIVERSIDE

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Bob Buster, Chair  
Riverside County Board of Supervisors

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

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

CONTRACT  
ATTACHMENT A

CITY OF WILDOMAR

LEVEL OF SERVICE

***Average Patrol and Traffic Enforcement Service***

72 hours per day. (Approximate equivalent of fifteen (15) Deputy Sheriff positions @ 1,780 annual productive hours per position standard)

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.6**  
**CONSENT CALENDAR**  
**Meeting Date: June 22, 2011**

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**TO:** Mayor and City Council Members

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

**SUBJECT:** Administrative Analyst and Administrative Assistant Positions

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council authorize the addition of Administrative Analyst and Administrative Assistant positions to the City's Table of Organization.

**DISCUSSION**

The contract employee model has been in place at the City since its July 1, 2008 incorporation to allow maximum staffing flexibility. In newly incorporated cities, it is not uncommon to find many of the staff at city hall to be contract staff. The rationale behind the contract employee model is to provide the City with highly competent and professional staff to be charged at an hourly rate without having to incur long term liabilities associated with full time city employees. Additionally, the contract model provides for immediate response to the changing staffing needs of the City without the added costs of hiring and separation which would be incurred with City staff. However, the contract employee costs, in some instances, are higher in the short term than if the same position were to be an in-house City employee.

As the City continues to manage within these harsh economic times, the comparison of some contract employee costs versus in-house City employee costs needs to be considered to provide as much near term cost savings as possible to the City. Management reviewed all the contract positions currently being used at the City and recommends that several "core" positions, which are not subject to the rise and fall of the economy, be converted to City employee positions. Management is recommending a new position of Administrative Analyst to perform numerous activities, primarily in the Community Development Department. Management is also recommending a new position of Administrative Assistant to perform the activities primarily at the front counter in support of the Administrative Services Department.

A salary survey was conducted of surrounding cities (Corona, Escondido, Hemet, Lake Elsinore, Menifee, Murrieta and Temecula) for similar positions. The Administrative Analyst salary was based on the average minimum salary for the Senior Permit Technician, Development Process Coordinator and Management Analyst of the surveyed cities. The Administrative Assistant salary was based on the average minimum salary of that position of the surveyed cities and the City's General Office Assistant rate.

**FISCAL IMPACT**

The Administrative Assistant salary range is \$2,721-\$3,308 per month.

The Administrative Analyst salary range is \$4,423-\$5,377 per month.

The midpoint of both salary ranges has been budgeted in the adopted FY11-12 budget. Staffing these positions with City employees will provide for a cost savings of \$75,770 during FY 2011-12.

Submitted by:

Approved by:

---

Gary Nordquist  
Assistant City Manager

---

Frank Oviedo  
City Manager

**ATTACHMENTS**

- A. Position Description : Administrative Assistant
- B. Position Description : Administrative Analyst

# Attachment

# A

Administrative Assistant

## The City of Wildomar

### CLASSIFICATION DESCRIPTION

Class Title: **Administrative Assistant**

Department: **Various**

Effective: July 1, 2011

Compensation Range: \$2,721-\$3,308

### GENERAL PURPOSE

Under general supervision performs a variety of responsible office administrative support activities for various City offices, which may include data entry, organization and retrieval, word processing, telephone and counter reception, provision of factual information to visitors, receipt of payments and documents, automated and manual record keeping, auditing, report preparation and filing; performs related work as assigned. This is a non-exempt position as it pertains to the Fair Labor Standard Act (FLSA).

### ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Prepares correspondence, reports, forms, receipts, brochures, warrants, vouchers, work orders, contracts, brochures, certificates and specialized documents related to the department to which assigned from drafts, notes, brief instructions, corrected copy or prior materials using a word processor, a computer with form and/or graphic templates.
2. Acts as receptionist, providing a high level of customer service to both external and internal customers; receives and screens visitors and telephone calls; takes messages, directs the caller to the proper office or person and/or provides factual information regarding City and departmental activities and functions that may require the application and explanation of rules, policies and procedures.
3. Composes standard correspondence, such as transmittal letters, from prior materials or brief instructions.
4. Proofreads materials for accuracy, completeness, compliance with departmental policies, formatting and correct English usage including grammar, punctuation and spelling.
5. Enters, edits, updates and retrieves data from narrative reports or spreadsheets and prepares periodic or special reports, following established formats and menus; may

create new departmental forms; may perform production data entry on a project basis.

6. Checks and tabulates standard arithmetic or statistical data; may summarize such information and prepare periodic numerical reports.

7. Establishes and maintains office files, following an established records management system; compiles information from such files; purges files as required.

8. Attends to a variety of office administrative details, such as keeping informed of departmental activities, transmitting information, ordering and coordinating supply orders and arranging for equipment purchase and maintenance.

9. Processes and distributes incoming and outgoing mail for the office or department.

10. Operates standard office equipment, including job-related computer hardware and software applications, facsimile equipment and multi-line telephones; may operate a two-way radio or other department-specific equipment.

11. May prepare, review and/or enter employee time card information and maintain related records for departmental staff.

12. May prepare meeting agendas and minutes for departmental and/or specified committee meetings; may serve on a variety of departmental or City-wide project teams or committees.

13. May collect and account for fees and other monies collected.

14. May complete standard forms (both online formats and hard copy) with information from the public.

15. May provide instruction, direction and work review to less experienced, part-time staff or volunteers on a project basis. Survey, interview, obtain, document, and compile information within the City.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

1. Standard office practices and procedures, including filing and the use of standard office equipment.

2. Business letter writing and the standard format for reports and correspondence.

3. Correct business English, including vocabulary, spelling, grammar and punctuation.

4. Computer applications related to the work, including basic word processing and basic spreadsheet applications.
5. Record keeping and filing principles and practices.
6. Standard business arithmetic and basic statistical techniques.
7. Techniques for providing a high level of customer service to the public and City staff, in person and over the telephone.

**Ability to:**

1. Perform a variety of office support duties following standard guidelines, but requiring the use of independent judgment upon occasion.
2. Interpret and implement policies, procedures and computer applications related to the department or organizational unit to which assigned.
3. Compose standard correspondence and reports independently or from brief instructions.
4. Make accurate arithmetic and statistical calculations and receipt and balance money.
5. Use English effectively to communicate in person, over the telephone and in writing.
6. File with speed and accuracy.
7. Use independent judgment within established procedural guidelines and written directions.
8. Establish and maintain effective working relationships with those contacted in the course of the work.
9. Work in a team atmosphere and participate on a variety of departmental and City-wide committees to enhance the provision of all City services.
10. Enter data into standard computer formats and produce correspondence and reports with speed and accuracy sufficient to perform assigned work.
11. Work occasional overtime, and/or work evening or off-hours shifts.
12. Work in a standard office setting, to use standard office equipment (including a computer) and to move between various office locations.

13. Lift and carry office materials weighing up to 25 pounds.

14. Read printed materials and a computer screen.

15. Hear and speak to communicate in person and over the telephone or two-way radio.

### **TRAINING, EDUCATION AND EXPERIENCE**

Equivalent to graduation from high school

**and**

one year of office support, secretarial or general clerical experience.

Experience in dealing with the public and working in a public agency setting is desirable.

### **LICENSES/CERTIFICATES**

Valid California Driver's License

### **TOOLS AND EQUIPMENT USED**

Personal computer including word-processing and spreadsheets, data software; telephone; fax machines; and electronic copiers.

### **PHYSICAL DEMANDS**

*Level A 1:* Basically an indoor desk job. The job may require traveling by car. Physical demands include occasional lifting up to 25 pounds, walking, some bending, stooping and squatting. Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, or noise.

Approval: City Manager

# Attachment

# B

Administrative Analyst

## The City of Wildomar

### CLASSIFICATION DESCRIPTION

Class Title: **Administrative Analyst**

Department: **Various**

Effective: July 1, 2011

Compensation Range: \$4,423-\$5,377 per month.

### GENERAL PURPOSE

Under general supervision, this position performs entry-level to moderate-level professional, analytical, and administrative work. As experience is gained, assignments become more varied and are performed with greater independence. Provides general organization analysis and maybe assigned to any department within the City to perform specific tasks as requested. This is an exempt position as it pertains to the Fair Labor Standards Act (FLSA).

### ESSENTIAL DUTIES AND RESPONSIBILITIES

*(The following is used as a partial description and is not restrictive to duties required)*

1. Coordinates, prepares, oversees and performs professional-level administrative work in such areas as budget development, financial administration and reporting, revenue allocation, purchasing, contract administration, management analysis, information technology, public information and program evaluation.
2. Prepares, monitors and reconciles a variety of budgets, contracts, grant-funded and/or state-or federal-funded programs which require adherence to regulations, policies and procedures.
3. Allocates project or program appropriations, expenses and revenues to specific budget centers; prepares periodic reports regarding income and expenses; confers with internal and external auditors to ensure all program guidelines are met.
4. Conducts analytical studies regarding department operations, administrative problems, policies and procedures; contacts other organizations for information, makes recommendations and implements policy and procedural changes after approval.
5. Evaluates policies and procedures and recommends and implements changes to improve efficiencies or ensure compliance with guidelines, laws, or regulations.
6. Explains program requirements and procedures to clients, service providers, employees, the public and representatives of other organizations; distributes informational materials as requested.

7. Gathers information supporting recommendations of equipment and service purchases.
8. Participates on a variety of interdisciplinary committees and commissions and represents the City on programmatic issues to a variety of community and stakeholder groups.
9. Serves as staff liaison to advisory bodies to Council or ad hoc committees.
10. Prepares and submits City Administrative Officer and City Council agenda reports, resolutions, ordinances and correspondence regarding assigned activities.
11. Communicates orally, in writing, or through graphic representations and statistical summaries with colleagues, managers, employees, the public, organized employee groups, and representatives of various organizations. Screens office and telephone calls, handling matters not requiring managerial or professional attention; makes appointments, schedules meetings, contacts agencies to exchange information.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

1. Principles, practices and procedures of accounting and automated financial record keeping, including auditing and reconciling financial documents and records.
2. Principles of public administration.
3. Principles and procedures of budgetary systems including fiscal tracking and reporting.
4. Practices for gathering, compiling and summarizing fiscal and program information from a variety of internal and external sources.
5. Computer applications related to the work, including word processing, spreadsheet, website and database applications.
6. Principles of project management.
7. Applicable federal, state, and local laws and regulations.
8. Principles of customer service.
9. Principles of community relations.
10. Basic facilitation skills.

### **Ability to:**

1. Use proper grammar, proofreading, editing, and writing.
2. Conduct a variety of studies, evaluate alternatives and prepare recommendations for operational or procedural changes.
3. Prepare, track and reconcile a variety of budgets, grant-funded or state-or federal-funded programs and ensure adherence to both City and federal, state or grant regulations, policies and procedures.
4. Performs difficult, complex, technical and/or specialized office support work, which requires the exercise of independent judgment, the application of technical skills and a detailed knowledge of the activities and procedures specific to the Department.
5. Prepares and distributes agenda packets for, and attends and records the minutes of the various commissions, boards and committees and/or interdepartmental or departmental meetings; follows-up on decisions as required.

6. Researches and assembles information from a variety of sources for the preparation of reports or completion of forms; uses spreadsheets and makes arithmetic and statistical calculations.
7. Arranges for meetings by scheduling rooms, notifying participants, preparing agendas and ensures that information is compiled and duplicated; may prepare summary or action minutes of such meetings.
8. Prepares correspondence, reports, forms, receipts, brochures and specialized documents from drafts, notes, brief instructions, corrected copy or prior materials using a personal computer.
9. Prepares information regarding agendas and meetings and updates the City's web pages with this material; uses graphics software to prepare brochures, newsletters, certificates and a variety of similar communications documents.
10. Maintains records in accordance with rules governing the City's records management, retention and disposal program.
11. Proofreads materials for accuracy, completeness, compliance with departmental policies, formatting and correct English usage, including grammar, punctuation and spelling.
12. Attends a variety of meetings and works on a variety of interdisciplinary committees formed to deal with a variety of City-wide and community-wide issues.
13. Processes and distributes incoming and outgoing mail for the office or department to which assigned.
14. Operates standard office equipment, including job-related computer hardware and software applications, facsimile equipment and multi-line telephones; may operate a two-way radio or other department-specific equipment.
15. Learn, interpret, apply and explain policies, laws and regulations related to the administrative operations and procedures of the City, department and/or unit.
16. Establish and maintain effective working relationships with those contacted in the course of the work.
17. Work in a team atmosphere and participate on a variety of departmental and City-wide committees to enhance the provision of all City services. Use specialized software related to the department to which assigned, including database management, graphics and publication production and departmental website maintenance.
18. Work occasional evening or off-hour shifts that may be required.
19. Lift and carry office materials weighing up to 25 pounds.

## **DESIRED MINIMUM QUALIFICATIONS**

### **Education and Experience**

1. Graduation from a four-year college or university with major coursework in business, public administration, accounting, economics or a field related to the work.

### **And**

2. Two years of experience performing increasingly responsible administrative, analytical, and/or program management duties, preferably in a municipal government setting.

**Or**

3. An equivalent combination of education and experience.

**Special Requirements**

A valid California driver's license for equipment to be operated.

**TOOLS AND EQUIPMENT USED**

Personal computer including word-processing/spreadsheets, data software; telephone; fax machines; and electronic copiers.

**PHYSICAL DEMANDS**

*Level A 1:* Basically an indoor desk job. The job may require traveling by car. Physical demands include occasional lifting up to 25 pounds, walking, some bending, stooping and squatting. Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, or noise.

Approval: City Manager

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #1.7**  
**CONSENT CALENDAR**  
**Meeting Date: June 22, 2011**

---

**TO:** Mayor and City Council Members  
**FROM:** Debbie A. Lee, City Clerk  
**SUBJECT:** Certification of June 7, 2011 Special Municipal Election

**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,  
RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON TUESDAY,  
JUNE 7, 2011, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED  
BY LAW

**BACKGROUND:**

The City of Wildomar City Council called a special election for June 7, 2011, for the voters to consider Measure D relating to CFD 2011-1 (Wildomar Parks). This Measure would provide park maintenance and services for the City's three parks for an annual assessment of \$28 per year. Because of the nature of the Measure, a super majority, or 66 2/3%, of voters would have to say "yes" to the assessment. The election was held on Tuesday, June 7, 2011, and the results were that the Measure received 56.06% affirmative votes, and thereby not passing.

The County of Riverside Registrar of Voters Office certified the election on June 9, 2011, and sent the official certification to the City which was received on June 13, 2011. At this time the City Council will should certify the election results as approved by the voters of Wildomar.

**FISCAL IMPACT:**

\$30,000 has been estimated for the cost of this election; Final cost has not yet been received.

Submitted by:

Approved by:

---

Debbie A. Lee, CMC  
City Clerk

---

Frank Oviedo  
City Manager

**ATTACHMENTS:**

Resolution No. 2011 - \_\_\_\_\_

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION  
HELD ON JUNE 7, 2011, DECLARING THE RESULT AND SUCH OTHER MATTERS  
AS PROVIDED BY LAW**

**WHEREAS**, a Special Municipal Election was held and conducted in the City of Wildomar, California, on Tuesday, June 7, 2011, as required by law; and

**WHEREAS**, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in General Law cities; and

**WHEREAS**, the County Election Department canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A".

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.**

That the whole number of ballots cast in the precincts, except vote by mail voter ballots and provisional ballots, was 1,438.

That the whole number of vote by mail voter ballots cast in the City was 2,732, making a total of 4,170 ballots cast in the City.

**SECTION 2.**

That the measure voted upon at the election is as follows:

Shall Community Facilities District 2011-1 (Wildomar Parks) of the City of Wildomar be formed and authorized to levy a Special Tax at a maximum rate of \$28 per benefit unit to provide park maintenance services?	YES
	NO

**SECTION 3.**

That the number of votes given at each precinct and the number of votes given in the City for and against the measure are as listed in Exhibit "A" attached.

**SECTION 4.**

The City Council does declare and determine that:

As a result of the election, 66 2/3rds majority of the voters voting on the measure relating to Community Facilities District 2011-1 (Wildomar Parks) did not vote in favor of it, and that the measure was not carried, and shall not be deemed adopted and ratified.

**SECTION 5.**

The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing:

- (1) The whole number of ballots cast in the City;
- (2) The measure voted upon;
- (3) The number of votes given at each precinct for and against the measure; and
- (4) The total number of votes given for and against the measure.

**SECTION 6.**

That the City Clerk shall certify to the passage and adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 22nd day of June, 2011.

\_\_\_\_\_  
Marsha Swanson  
Mayor

APPROVED AS TO FORM:

ATTEST:

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

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



KARI VERJIL  
Registrar of Voters

2724 Gateway Drive  
Riverside, CA 92507-0918  
(951) 486-7200 • FAX (951) 486-7272  
TTY (951) 697-8966  
[www.voteinfo.net](http://www.voteinfo.net)

**REGISTRAR OF VOTERS  
COUNTY OF RIVERSIDE**

**CERTIFICATE OF REGISTRAR OF VOTERS  
TO THE RESULTS OF THE CANVASS OF ELECTION RETURNS**

RECEIVED

JUN 13 2011

WILDOMAR CITY CLERKS OFFICE

State of California     )  
  ) ss.  
County of Riverside    )

I, KARI VERJIL, Registrar of Voters of said County, do hereby certify that, in pursuance of the provisions of Sections 15301, 15372, and 15374 of the California Elections Code, and the resolution adopted by the City Council, I did canvass the returns of the votes cast on June 7, 2011, as part of the Special Municipal Election in the

**CITY OF WILDOMAR**

and I further certify that the statement of votes cast, to which this certificate is attached, shows the whole number of votes cast for and against each measure at said election in said City and in each precinct therein, and that the totals as shown for said election are full, true, and correct.

Dated this 9<sup>th</sup> day of June.



\_\_\_\_\_  
KARI VERJIL  
Registrar of Voters

June 7, 2011

MUNICIPAL ELECTION

140007	NON-PARTISAN MEASURE D- CITY OF WILDOMAR													
	Registration	Ballots Cast	Turnout (%)		YES	NO								
19000 WILDOMAR	1768	210	11.88		149	61								
19000 - Vote by Mail Reporting	1768	322	18.21		187	134								
19003 WILDOMAR	67	28	41.79		8	20								
19003 - Vote by Mail Reporting	67	0	0.00		0	0								
19007 WILDOMAR	1236	121	9.79		94	26								
19007 - Vote by Mail Reporting	1236	194	15.70		91	103								
19010 WILDOMAR	2	2	100.00											
19010 - Vote by Mail Reporting	2	0	0.00		0	0								
19011 WILDOMAR	15	5	33.33		0	5								
19011 - Vote by Mail Reporting	15	0	0.00		0	0								
19014 WILDOMAR	2067	172	8.32		87	84								
19014 - Vote by Mail Reporting	2067	540	26.12		199	341								
19017 WILDOMAR	1829	214	11.70		157	56								
19017 - Vote by Mail Reporting	1829	410	22.42		273	136								
19018 WILDOMAR	816	87	10.66		65	22								
19018 - Vote by Mail Reporting	816	168	20.59		93	75								
19019 WILDOMAR	2	2	100.00											
19019 - Vote by Mail Reporting	2	0	0.00		0	0								
19021 WILDOMAR	0	0	0.00		0	0								
19021 - Vote by Mail Reporting	0	0	0.00		0	0								
19030 WILDOMAR	1972	266	13.49		189	77								
19030 - Vote by Mail Reporting	1972	377	19.12		201	175								
19031 WILDOMAR	1288	118	9.16		77	40								
19031 - Vote by Mail Reporting	1288	297	23.06		171	123								
19033 WILDOMAR	2203	154	6.99		87	67								
19033 - Vote by Mail Reporting	2203	424	19.25		192	232								
39000 WILDOMAR	226	59	26.11		10	49								
39000 - Vote by Mail Reporting	226	0	0.00		0	0								
Precinct Totals	13491	1438	10.66		925	509								
Vote by Mail Reporting Totals	13491	2732	20.25		1407	1319								
Grand Totals	13491	4170	30.91		2332	1828								
RIVERSIDE COUNTY	13491	4170	30.91		2332	1828								
49th Congressional District	13491	4170	30.91		2332	1828								
36th Senatorial District	13491	4170	30.91		2332	1828								
64th Assembly District	4429	1376	31.07		649	725								
66th Assembly District	9062	2794	30.83		1683	1103								
1st SUPERVISORIAL DISTRICT	13265	4111	30.99		2322	1779								
3rd SUPERVISORIAL DISTRICT	226	59	26.11		10	49								
City of Wildomar	13491	4170	30.91		2332	1828								

\*\*\*\*\* Insufficient Turnout to Protect Voter Privacy \*\*\*\*\*

\*\*\*\*\* Insufficient Turnout to Protect Voter Privacy \*\*\*\*\*

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.8**  
**CONSENT CALENDAR**  
**Meeting Date: June 22, 2011**

---

**TO:** Mayor and City Council Members  
**FROM:** Tim D’Zmura, Public Works Director  
**SUBJECT:** Authorization of Annual Rate Adjustment for CR&R

**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 CR&R COLLECTION SERVICES

**BACKGROUND/DISCUSSION:**

As a condition of the Agreement between the City and CR&R for city-wide solid waste and recycling services, CR&R 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 CR&R dated April 25, 2011 for an annual Consumer Price Index (CPI) increase of 1.2%, as noted in the attached Exhibit A, will be applied to the current fees as is permitted by agreement. This adjustment is minor, increasing standard residential rates \$0.22 per month and commercial / industrial rates from \$0.76 to \$6.92 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:

---

Tim D'Zmura  
Public Works Director

---

Frank Oviedo  
City Manager

**ATTACHMENTS:**

- A. Resolution authorizing the annual CPI increase for fees
- B. Revised rate schedule CR&R

# **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 CR&R COLLECTION SERVICES**

WHEREAS, to protect the health and safety of the community, the City of Wildomar contracts with CR&R for waste hauling services; and

WHEREAS, CR&R 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 CR&R 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 22th 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**

RECEIVED

APR 28 2011

WILDOMAR CITY CLERKS OFFICE

April 25, 2011

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

Re: Annual Consumer Price Index Adjustment

Dear Frank:

As you know, there is a condition in the current contract between the City of Wildomar and CR&R, Incorporated (CR&R) which states that the rates illustrated in Exhibit "E" shall be adjusted annually to reflect the changes in the Consumer Price Index (CPI) as well as changes to the County of Riverside landfill tipping fees. This contract was awarded to CR&R in June of 2009 and this will be the first request for an adjustment to the rates since the contract was approved. CR&R had elected to forgo the CPI adjustment the past two years due to the condition of the local economy.

Because we did not request an adjustment in 2009 or 2010 and our operating costs and fuel prices continue to escalate, CR&R will be requesting an adjustment of 1.2% based on the Consumer Price Index for the period of January 2010 through December 2010. We have made this decision after careful consideration and review and believe that this modest adjustment will allow us to continue to provide the quality service that the City has grown to expect.

We were also recently notified by the Riverside County Waste Management Department that they will be maintaining their tipping fees at current levels for the upcoming fiscal year.

We appreciate the opportunity to be of service to the residents and businesses of the City of Wildomar. Please do not hesitate to call if you have any questions or comments.

Sincerely,



J. Alex Braicovich  
Senior Vice President

cc: David Fahrion, CR&amp;R

CR&R INCORPORATED  
P.O. BOX 1208  
PERRIS, CA 92572  
1706 GOETZ ROAD  
PERRIS, CA 92570  
951.943.1991  
951.657.5493 Fax  
WWW.CRRINC.NET

Attachments



**CITY OF WILDOMAR**

**EXHIBIT "D"**

Schedule of Rates  
(effective July 1, 2011)

- 1 Mechanized single family detached residential collection, recycling, composting, transfer, and disposal grantee billing  
Monthly Rate: \$ 23.79
- 2 Mechanized single family detached residential collection, recycling, composting, transfer, and disposal parcel charge  
Monthly Rate: \$ 23.79
- 3 Mechanized single family detached residential additional refuse, and composting container grantee billing  
Monthly Rate: \$ 7.07
- 4 Single family detached residential additional bulky item pick up - grantee billing  
Pick Up Rate: \$ 21.30
- 5 Commercial, industrial, and multi-family residential **refuse** monthly bin rates ( one 2 cubic yard bin) with the following pick ups per week:

1 x week	\$	98.29
2 x week	\$	196.60
3 x week	\$	294.92
4 x week	\$	393.21
5 x week	\$	491.51
6 x week	\$	589.81

Compacted 2 Cubic Yard monthly rate: 2.5 x monthly rate
- 6 Commercial, industrial, and multi-family residential **refuse** monthly bin rates (one 3 cubic yard bin ) with the following pick ups per week:

1 x week	\$	121.11
2 x week	\$	242.20
3 x week	\$	363.30
4 x week	\$	484.40
5 x week	\$	605.49
6 x week	\$	726.59

Compacted 3 Cubic Yard monthly: 2.5 x monthly rate
- 7 Commercial, industrial, and multi-family residential **recycling** monthly bin rates ( one 3 cubic yard bin ) with the following pick ups per week:

1 x week	\$	67.83
2 x week	\$	135.65
3 x week	\$	203.48
4 x week	\$	271.30
5 x week	\$	339.13
6 x week	\$	406.95

CITY OF WILDOMAR

EXHIBIT "D"

Schedule of Rates  
(effective July 1, 2011)

8	Commercial, industrial, and multi-family residential <u>refuse</u> monthly bin rates ( one 4 cubic yard bin ) with the following pick ups per week:		
		1 x week	\$ 135.95
		2 x week	\$ 271.94
		3 x week	\$ 407.89
		4 x week	\$ 543.84
		5 x week	\$ 679.79
		6 x week	\$ 815.75
	Compacted 4 Cubic Yard monthly rate:	2.5 x monthly rate	
10	Temporary 3 cubic yard bin rate:		\$ 111.92 per pickup
11	Extra Temporary or Regular Service pick up: (Includes all bin sizes 2, 3 and 4 yards)		\$ 111.92 per pick up
12	Redeliver and reinstatement rate:		\$ 25.21 per occurrence
13	Roll-off Delivery Fee:		\$ 65.78 per bin
14	Roll-off disposal rate:		\$ 192.00 MRF/landfill fee
15	Roll-off recycling rate:		\$ 192.00 plus market value
16	Roll-off compactor rate:		\$ 192.00 MRF/landfill fee
17	Roll-off recycling compactor rate:		\$ 192.00 plus market value
18	Scheduled Extra Green Waste pick up (up to 10 bags):		\$ 10.00 per pick up
19	Non-Scheduled Extra Green Waste pick up (up to 10 bags):		\$ 25.00
20	E-Waste Pick up:		no charge
21	"Hard to service" vehicle usage rate:		no charge
22	"Hard to service" bin moving rate:		no charge
23	Special bin lids (locking/CBL) rate:		no charge
24	Deodorizing / replacing bin rate:		no charge



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# Databases, Tables & Calculators by Subject

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## Consumer Price Index - All Urban Consumers

Series Id: CUURA421SA0  
Not Seasonally Adjusted  
Area: Los Angeles-Riverside-Orange County, CA  
Item: All items  
Base Period: 1982-84=100

Download: [.xls](#)

Year	Annual
2001	177.3
2002	182.2
2003	187.0
2004	193.2
2005	201.8
2006	210.4
2007	217.338
2008	225.008
2009	223.219
2010	225.894

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**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.9**  
**CONSENT CALENDAR**  
**Meeting Date: June 22, 2011**

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**TO:** Mayor and City Council Members

**FROM:** Matthew C. Bassi, Planning Director

**SUBJECT:** Second Reading of Ordinance No. 62 - Rear Yard Setback Requirement for Detached Accessory Buildings in the R-R (Rural Residential) Zone

**STAFF REPORT**

**RECOMMENDATION:**

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

ORDINANCE NO. 62  
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:**

On June 8, 2011, the City Council introduced Ordinance No. 62 proposing an amendment to the Wildomar Zoning Ordinance to revise the rear yard setback requirement for detached accessory buildings in the R-R (Rural Residential) zone. This Council action will officially adopt the proposed Ordinance, which will become effective July 22, 2011 (30 days after adoption).

**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:**

Ordinance No. 62

## ORDINANCE NO. 62

**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 22nd day of June, 2011.

---

Marsha Swanson  
Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

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Julie Hayward Biggs  
City Attorney

---

Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.1**  
**GENERAL BUSINESS**  
**Meeting Date: June 22, 2011**

---

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

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council discuss plans for the parks.

**DISCUSSION:**

Staff will provide a verbal update on the Park plans and recent discussions with the Parks and Recreation ad-hoc sub-committee meeting held June 15, 2011.

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 22, 2011**

---

**TO:** Mayor and Members of the City Council  
**FROM:** Gary Nordquist, Assistant City Manager  
**SUBJECT:** FY2010-11 Third Quarter Budget Report

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council receive and file the FY2010-11 Third Quarter Budget Report.

**BACKGROUND:**

The Administrative Services Department prepares quarterly budget updates for the City Council. On June 23, 2010, the City Council adopted the fiscal year 2010-11 Budget for the City of Wildomar. The purpose of the City's 3<sup>rd</sup> quarter budget status report is to conduct a comprehensive review of all of the City's funds. This report provides the detail financial activities, from July 1, 2010 to March 31, 2011 at the account number level and provides fund balance information. The financial data provided includes "Actuals" as compared to "Budgeted" revenues and expenditures.

**DISCUSSION:**

The City's initial 2010-11 budget was approved June 23, 2010. The Mid-Year report, presented at the April 13, 2011 City Council meeting recommend several budget changes to more accurately align the plan with recent fiscal activities and proposed projects. While the recommend changes were minor in nature, they did reflect a continued conservative theme for the City's fiscal future.

At the nine month mark of the fiscal year, staff is not recommending any changes to the current amended budget. .

To date the City's General Fund fiscal outlook continues to be extensively reviewed and budgeted expenditures are enacted with extreme caution. The depressed local economy continues to limit the City's fiscal ability to aggressively enact its vision and plans. The revenues to date are 61% of the annual budgeted amount. Ideally, at this 75% mark of the fiscal year, revenues should be at the 70 to 80 % level (with consideration to payment lags and accounting accruals). Property Tax and Development Related Revenues are the primary concerns.

The City's General Fund actual expenditures are at 72% of the annual budget. Using the "Contract" model of providing service levels reflective of demand, has allowed the City to control its expense plans quicker than other models. Conscious and only

necessary spending will continue to be the recommended practice until the end of this fiscal year.

**FISCAL IMPACT**

None, as no changes between funds or additional appropriations within funds are recommended.

Submitted by:

Approved by:

---

Gary Nordquist  
Assistant City Manager

---

Frank Oviedo  
City Manager

# Attachment

## A

Third Quarter Budget Report  
Detail by Account

3rd Quarter Budget Report

Detail by Account

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
<b>FUND: 100 GENERAL FUND</b>				
<b>REVENUES</b>				
100-3100 Sales & Use Tax	\$ 506,060	\$ 865,700	\$ -	\$ 865,700
100-3101 Sales & Use Tax TFL	251,680	406,000	-	406,000
100-3104 Pass Through Payment	7,631	-	7,600	7,600
100-3105 Property Tax-Secured	1,301,617	2,610,000	(323,000)	2,287,000
100-3106 Property Tax-Unsecured	139,981	-	140,000	140,000
100-3107 Property Tax-Prior Year	147,903	-	147,900	147,900
100-3108 Property Tax-HOPTR	23,262	-	23,300	23,300
100-3109 Property Tax-Supplemental, SBE	11,827	-	11,800	11,800
100-3110 Real Property Transfer Tax	50,637	100,000	-	100,000
100-3120 Franchise Fee-Solid Waste	82,742	185,000	-	185,000
100-3121 Franchise Fee-Electricity	-	218,000	-	218,000
100-3122 Franchise Fee-Gas	-	57,000	67,000	124,000
100-3123 Franchise Fee Cable	19,898	90,000	(10,000)	80,000
100-3124 Franchise Fee-Telecomm	75,707	75,000	-	75,000
100-3200 Business Registration Fee	9,361	11,000	-	11,000
100-3210 Planning Fee	5,481	30,000	(25,000)	5,000
100-3230 Develop/Engineering Permit Fee	590	1,000	-	1,000
100-3240 Building & Safety Fee	64,482	96,500	-	96,500
100-3260 Private Development Fee	505,453	715,000	25,000	740,000
100-3268 Code Enforcement Revenue	12,036	13,000	-	13,000
100-3270 Fines & Forfeitures	67,780	110,000	-	110,000
100-3271 AMR Fines	-	8,000	-	8,000
100-3300 Abandoned Property Registration	17,900	18,000	2,700	20,700
100-3310 Public Safety Revenue	15,425	23,000	-	23,000
100-3320 Special Event Revenue	9,468	10,000	-	10,000
100-3322 Parks & Recreation	7,488	8,000	1,400	9,400
100-3323 Farmers Market	2,353	5,000	(2,700)	2,300
100-3325 Sports Leagues	8,602	10,000	(1,400)	8,600
100-3326 Citizen Corp Revenue	2,797	3,000	(200)	2,800
100-3500 Motor Vehicle License Fee	1,873,255	1,915,000	-	1,915,000
100-3530 County Augmentation	-	252,000	(252,000)	-
100-3535 County / Spec Dist Reimbursement	-	-	20,000	20,000
100-3540 Grant Revenue	-	15,000	(15,000)	-
100-3800 Interest Income	3,849	2,000	3,000	5,000
100-3801 Gain or Loss on Investment	(2,502)	-	-	-
100-3850 Miscellaneous Income	12,788	250,000	(20,000)	230,000
100-3900 Transfers In	-	359,900	-	359,900
<b>TOTAL REVENUES</b>	<b>\$ 5,235,550</b>	<b>\$ 8,462,100</b>	<b>\$ (199,600)</b>	<b>\$ 8,262,500</b>

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
<b>EXPENDITURES</b>				
100-410-4110-51005 Stipends	13,690	18,000	-	18,000
100-410-4110-51150 PERS Retirement	2,983	3,600	-	3,600
100-410-4110-51160 Medicare	160	261	39	300
100-410-4110-51162 FUJ	88	1,116	(1,016)	100
100-410-4110-51164 SUJ	534	223	477	700
100-410-4110-51200 Medical Ins.	41,767	60,000	(2,000)	58,000
100-410-4110-51201 Dental Ins.	5,909	10,200	(3,000)	7,200
100-410-4110-51202 Vision Ins.	734	1,800	(500)	1,300
100-410-4110-51204 Life Ins.	4,272	7,500	(2,000)	5,500
100-410-4110-51208 Other Ins Premium	3,776	7,000	-	7,000
100-410-4110-52010 Office Supplies	2,236	3,000	-	3,000
100-410-4110-52100 Memberships/Dues	385	3,000	(2,000)	1,000
100-410-4110-52105 Meetings/Conferences	5,035	10,000	(3,000)	7,000
100-410-4110-52113 Travel	4,186	4,000	1,000	5,000
100-410-4110-52116 Professional Services	250	-	300	300
100-410-4110-52117 Legal Services	11,183	18,000	(5,000)	13,000
100-410-4110-53020 Telephone	3,617	5,000	-	5,000
<b>Total City Council Office</b>	<b>\$ 100,804.77</b>	<b>\$ 152,700.00</b>	<b>\$ (16,700.00)</b>	<b>\$ 136,000.00</b>

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
100-410-4120-51001 Salaries	132,186	179,000	-	179,000
100-410-4120-51100 Auto Allowance	4,650	6,600	-	6,600
100-410-4120-51105 Cell Phone Allowance	516	700	-	700
100-410-4120-51107 Internet Allowance	516	-	700	700
100-410-4120-51150 PERS Retirement	24,673	42,900	-	42,900
100-410-4120-51160 Medicare	1,769	2,700	-	2,700
100-410-4120-51162 FUJ	611	1,200	(400)	800
100-410-4120-51164 SUI	434	-	500	500
100-410-4120-51200 Medical Ins.	-	3,000	(3,000)	-
100-410-4120-51201 Dental Ins.	-	500	(500)	-
100-410-4120-51202 Vision Ins.	-	100	(100)	-
100-410-4120-51204 Life Ins.	1,610	2,800	(1,000)	1,800
100-410-4120-51208 Other Ins Premium	125	800	(500)	300
100-410-4120-52010 Office Supplies	1,057	2,500	(1,000)	1,500
100-410-4120-52100 Memberships/Dues	21,801	34,400	(10,000)	24,400
100-410-4120-52105 Meetings/Conferences	534	5,000	(3,000)	2,000
100-410-4120-52113 Travel	1,746	1,000	2,000	3,000
100-410-4120-52115 Contractual Services	5,895	50,000	(30,000)	20,000
100-410-4120-52116 Professional Services	13,419	-	14,000	14,000
100-410-4120-52117 Legal Services	90	5,000	(4,000)	1,000
<b>City Managers Office</b>	<b>\$ 211,633.33</b>	<b>\$ 338,200.00</b>	<b>\$ (36,300.00)</b>	<b>\$ 301,900.00</b>

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
100-410-4130-51001 Salaries	57,688	78,200	-	78,200
100-410-4130-51100 Auto Allowance	1,720	2,400	-	2,400
100-410-4130-51150 PERS Retirement	10,832	18,600	-	18,600
100-410-4130-51160 Medicare	762	1,100	-	1,100
100-410-4130-51162 FUJ	56	-	200	200
100-410-4130-51164 SUJ	434	-	500	500
100-410-4130-51200 Medical Ins.	5,164	8,000	(500)	7,500
100-410-4130-51201 Dental Ins.	613	900	-	900
100-410-4130-51202 Vision Ins.	223	400	-	400
100-410-4130-51204 Life Ins.	1,187	2,100	(500)	1,600
100-410-4130-52010 Office Supplies	573	1,500	(500)	1,000
100-410-4130-52020 Legal Notices	(346)	8,000	(7,000)	1,000
100-410-4130-52100 Memberships/Dues	180	400	-	400
100-410-4130-52105 Meetings/Conferences	140	1,000	(800)	200
100-410-4130-52113 Travel	489	-	800	800
100-410-4130-52115 Contractual Services	20	2,000	(1,000)	1,000
100-410-4130-52117 Legal Services	2,736	5,000	(1,000)	4,000
100-410-4130-52120 Elections	24,334	47,000	-	47,000
<b>City Clerks Office</b>	<b>\$ 106,805</b>	<b>\$ 176,600</b>	<b>\$ (9,800)</b>	<b>\$ 166,800</b>
<b>Attorneys Office</b>				
100-410-4140-52117 Legal Services				
	<b>\$ 148,845</b>	<b>\$ 180,000</b>	<b>\$ 15,000</b>	<b>\$ 195,000</b>

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
100-410-4200-51001 Salaries	120,427	156,900	-	156,900
100-410-4200-51100 Auto Allowance	4,300	6,000	-	6,000
100-410-4200-51105 Cell Phone Allowance	516	700	-	700
100-410-4200-51107 Internet Allowance	516	-	700	700
100-410-4200-51150 PERS Retirement	21,622	37,700	-	37,700
100-410-4200-51155 Social Security	284	-	500	500
100-410-4200-51160 Medicare	1,599	2,372	-	2,400
100-410-4200-51162 FUJ	93	434	28	200
100-410-4200-51164 SUI	712	1,794	(234)	800
100-410-4200-51200 Medical Ins.	8,188	12,000	(994)	12,000
100-410-4200-51201 Dental Ins.	1,446	2,040	-	2,040
100-410-4200-51202 Vision Ins.	232	360	-	360
100-410-4200-51204 Life Ins.	1,610	1,500	500	2,000
100-410-4200-51208 Other Ins Premium	2,650	800	2,000	2,800
100-410-4200-52010 Office Supplies	3,091	4,500	-	4,500
100-410-4200-52016 Reproduction	11	100	-	100
100-410-4200-52020 Legal Notices	65	-	500	500
100-410-4200-52100 Memberships/Dues	1,081	900	300	1,200
100-410-4200-52105 Meetings/Conferences	430	600	-	600
100-410-4200-52113 Travel	22	100	-	100
100-410-4200-52115 Contractual Services	166,543	164,500	149,400	313,900
100-410-4200-52116 Professional Services	11,355	6,000	7,000	13,000
100-410-4200-52117 Legal Services	7,248	5,000	6,000	11,000
100-410-4200-52119 Bank/Admin Fees	17,927	24,000	-	24,000
100-410-4200-58110 Hardware/Software	44,238	67,000	(20,000)	47,000
<b>Administrative Services</b>	<b>\$ 416,205</b>	<b>\$ 495,300</b>	<b>\$ 145,700</b>	<b>\$ 641,000</b>

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
100-410-4610-52010 Office Supplies	12,863	16,000	(1,000)	15,000
100-410-4610-52012 Departmental Supplies	-	-	200	200
100-410-4610-52105 Meetings/Conferences	2,406	4,000	(1,000)	3,000
100-410-4610-52113 Travel	6	-	100	100
100-410-4610-52115 Contractual Services	29,795	32,200	2,000	34,200
100-410-4610-52116 Professional Services	4,110	5,000	3,000	8,000
100-410-4610-52117 Legal Services	1,080	1,000	500	1,500
<b>Community Services</b>	<b>\$ 50,260</b>	<b>\$ 58,200</b>	<b>\$ 3,800</b>	<b>\$ 62,000</b>
100-410-4650-52010 Office Supplies	50	-	Move Costs to 100-4	-
100-410-4650-52115 Contractual Services	3,200	-	Move Costs to 100-4	-
<b>Error</b>	<b>\$ 3,250</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
100-410-4800-51206 Workers Comp Premium	20,882	21,000	-	21,000
100-410-4800-51207 General Liab Premium	25,328	25,400	-	25,400
100-410-4800-51208 Other Ins Premium	4,469	6,000	(1,000)	5,000
100-410-4800-52010 Office Supplies	24,795	30,000	1,000	31,000
100-410-4800-52015 Postage Mailing	1,738	2,000	600	2,600
100-410-4800-52020 Legal Notices	298	600	-	600
100-410-4800-52100 Membership Dues	-	-	1,800	1,800
100-410-4800-52105 Meetings/Conferences	89	100	-	100
100-410-4800-52115 Contractual Services	33,071	46,000	-	46,000
100-410-4800-52116 Professional Services	2,896	1,000	5,000	6,000
100-410-4800-53010 City Hall Lease	40,458	123,600	-	123,600
100-410-4800-53020 Telephone	56,658	46,000	(40,000)	6,000
100-410-4800-53025 Electricity	7,699	13,000	(3,000)	10,000
100-410-4800-53028 Communications	1,101	1,000	500	1,500
100-410-4800-54090 LAFCO Fee	-	3,000	(500)	2,500
100-410-4800-58100 Furniture & Equipment	988	1,500	(500)	1,000
<b>Total Non-Departmental</b>	<b>\$ 220,430</b>	<b>\$ 320,200</b>	<b>\$ (36,100)</b>	<b>\$ 284,100</b>

City of Willdomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
<b>Community Development Admin</b>				
100-430-4300-52115 Contractual Services	11,040	-		-
100-430-4301-51005 Stipends	1,275	3,000	(1,000)	2,000
100-430-4301-52010 Office Supplies	7	500	(400)	100
100-430-4301-52105 Meetings/Conferences	75	200	-	200
<b>Planning Commission</b>	<b>\$ 1,357</b>	<b>\$ 3,700</b>	<b>\$ (1,400)</b>	<b>\$ 2,300</b>
100-430-4310-52010 Office Supplies	445	1,000	-	1,000
100-430-4310-52100 Memberships/Dues	100	200	-	200
100-430-4310-52115 Contractual Services	153,104	239,000	(10,000)	229,000
100-430-4310-52117 Legal Services	248	300	1,000	1,300
<b>Building and Safety</b>	<b>\$ 153,896</b>	<b>\$ 240,500</b>	<b>\$ (9,000)</b>	<b>\$ 231,500</b>
100-430-4320-52010 Office Supplies	874	2,000	-	2,000
100-430-4320-52020 Legal Notices	3,820	5,000	-	5,000
100-430-4320-52105 Meetings/Conferences	50	100	-	100
100-430-4320-52115 Contractual Services	99,290	140,000	-	140,000
100-430-4320-52117 Legal Services	72,962	90,000	(10,000)	80,000
<b>Planning</b>	<b>\$ 176,996</b>	<b>\$ 237,100</b>	<b>\$ (10,000)</b>	<b>\$ 227,100</b>
100-430-4330-52010 Office Supplies	177	200	200	400
100-430-4330-52115 Contractual Services	266,924	350,000	-	350,000
100-430-4330-52117 Legal Services	17,152	10,000	25,000	35,000
<b>Private Development</b>	<b>\$ 284,253</b>	<b>\$ 360,200</b>	<b>\$ 25,200</b>	<b>\$ 385,400</b>

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
100-430-4340-52010 Office Supplies	224	500		500
100-430-4340-52105 Meetings/Conferences	100	-	100	100
100-430-4340-52115 Contractual Services	21,635	58,000	(20,000)	38,000
<b>Development Engineerir</b>	<b>\$ 21,959</b>	<b>\$ 58,500</b>	<b>\$ (19,900)</b>	<b>\$ 38,600</b>
100-430-4350-52010 Office Supplies	783	1,500	-	1,500
100-430-4350-52020 Legal Notices	-	300	-	300
100-430-4350-52115 Contractual Services	76,467	105,000	-	105,000
100-430-4350-52116 Professional Services	158	-	-	-
100-430-4350-52117 Legal Services	7,979	12,000	(2,000)	10,000
<b>Code Enforcement</b>	<b>\$ 85,387</b>	<b>\$ 118,800</b>	<b>\$ (2,000)</b>	<b>\$ 116,800</b>
100-450-4500-52010 Office Supplies	99	-	100	100
100-450-4500-52010 Office Supplies	53	-	100	100
100-450-4500-52115 Contractual Services	5,720	-	7,000	7,000
100-450-4500-52116 Professional Services	70	-	100	100
100-450-4500-52117 Legal Services	2,541	-	2,600	2,600
100-450-4500-53025 Electricity	16,013	-	25,000	25,000
100-450-4500-54060 NPDES	4,669	-	4,800	4,800
<b>Public Works</b>	<b>\$ 29,165</b>	<b>\$ -</b>	<b>\$ 39,700</b>	<b>\$ 39,700</b>

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
100-460-4650-52010 Office Supplies	1,637	15,000	-	15,000
100-460-4650-52115 Contractual Services	4,000	12,000	-	12,000
100-460-4650-52116 Professional Services	83	200	1,000	1,200
100-460-4650-54080 Citizen Corp Expense	2,025	5,000	(1,000)	4,000
	<b>\$ 7,745</b>	<b>\$ 32,200</b>	<b>\$ -</b>	<b>\$ 32,200</b>
<b>Office of Emergency Services</b>				
100-460-4700-51010 Overtime	-	3,000	(1,000)	2,000
100-460-4700-52010 Office Supplies	2,565	4,000	-	4,000
100-460-4700-52012 Departmental Supplies	-	3,700	(1,000)	2,700
100-460-4700-52015 Postage Mailing	-	500	(300)	200
100-460-4700-52105 Meetings/Conferences	10	-	100	100
100-460-4700-52110 Training	-	19,000	(15,000)	4,000
100-460-4700-52115 Contractual Services	2,338,882	3,540,800	-	3,540,800
100-460-4700-54013 Cal ID	30,951	26,000	2,000	28,000
100-460-4700-54014 Blood Draws	11,419	11,000	5,000	16,000
100-460-4700-54015 Vehicle Towing	-	200	(200)	-
100-460-4700-54016 Exam Services	679	8,000	(5,000)	3,000
100-460-4700-54017 Jail Access	2,578	18,000	(5,000)	13,000
100-460-4700-54018 Records Mgmt System	-	21,000	7,000	28,000
100-460-4700-54019 Haz Mat Clean Up	-	500	(500)	-
100-460-4700-56010 Equipment Maint/Repair	50	500	-	500
100-460-4700-56013 Bldg Maint/ Repair	-	63,000	2,500	65,500
100-460-4700-56015 Prop/Equip Rental	-	400	-	400
100-460-4700-58000 Miscellaneous	-	100	-	100
	<b>\$ 2,387,134</b>	<b>\$ 3,719,700</b>	<b>\$ (11,400)</b>	<b>\$ 3,708,300</b>
100-460-4710-51208 Other Ins Premium	-	21,300	(21,300)	-
100-460-4710-52115 Contractual Services	1,308,261	1,733,000	-	1,733,000
100-460-4710-54050 Fire Station Expenses	6,825	13,100	(3,100)	10,000
	<b>\$ 1,315,086</b>	<b>\$ 1,767,400</b>	<b>\$ (24,400)</b>	<b>\$ 1,743,000</b>
100-460-4720-52115 Contractual Services	104,430	145,400	-	145,400
100-460-4720-52116 Professional Services	-	56,900	-	56,900
100-460-4720-58500 Debt Service	56,841	-	-	-
100-460-4720-58505 Bond Expense	2,252	-	-	-
	<b>\$ 163,523</b>	<b>\$ 202,300</b>	<b>\$ -</b>	<b>\$ 202,300</b>
<b>Total Animal Shelter</b>				
	<b>\$ 197,300</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
100-908-4500-58120 Right of Way Acquisition				

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
100-to be determined Public Service Credit		\$ -	\$ (252,000)	(252,000)
<b>Total General Fund Expenditures</b>	\$ 6,093,073	\$ 8,461,600	\$ (199,600)	\$ 8,262,000
<b>Net Revenues (Expenditures)</b>	\$ (857,523)	\$ 500	\$ -	\$ 500

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
<b>FUND: 200 GAS TAX</b>				
<b>REVENUES</b>				
200-3503 Gas Tax 2103	193,528	458,254		458,254
200-3505 Gas Tax 2105	158,255	244,256		244,256
200-3506 Gas Tax 2106	102,884	147,897		147,897
200-3507 Gas Tax 2107	208,595	325,393		325,393
200-3508 Gas Tax 2107.5	-	6,000		6,000
200-3535 County Reimb.	-	100,000		100,000
<b>TOTAL REVENUES</b>	<b>663,262</b>	<b>1,281,800</b>		<b>1,281,800</b>
<b>EXPENDITURES</b>				
200-450-4500-52010 Office Supplies	193	8,500		8,500
200-450-4500-52016 Reproduction	20	-		-
200-450-4500-52115 Contractual Services	563,766	997,000		997,000
200-450-4500-52116 Professional Services	939	-		-
200-450-4500-52117 Legal Services	9,462	5,000		5,000
200-450-4500-53024 Solid Waste	2,041	-		-
200-450-4500-53025 Electricity	-	14,000		14,000
200-450-4500-54060 NPDES	5,400	-		-
200-450-4500-59000 Transfers Out	-	138,700		138,700
200-907-4500-52117 Legal Services	675	-		-
200-908-4500-52115 Contractual Services	8,725	15,000		15,000
200-908-4500-52117 Legal Services	40,289	40,000		40,000
<b>TOTAL EXPENDITURES</b>	<b>631,509</b>	<b>1,218,200</b>		<b>1,218,200</b>
<b>EXCESS OF REVENUES OVER</b>	<b>31,753</b>	<b>63,600</b>		<b>63,600</b>

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
<b>FUND: 201 MEASURE A</b>				
<b>REVENUES</b>				
201-3520 Measure A Revenue	229,354	349,000		349,000
201-3850 Miscellaneous Income	134	-		-
<b>TOTAL REVENUES</b>	<u>229,488</u>	<u>349,000</u>		<u>349,000</u>
<b>EXPENDITURES</b>				
201-450-4500-59000 Transfers Out	-	(21,900)		(21,900)
201-901-4500-52115 Contractual Services	-	20,000		20,000
201-902-4500-52115 Contractual Services	-	50,000		50,000
201-903-4500-52115 Contractual Services	106,060	155,000		155,000
201-905-4500-52115 Contractual Services	4,791	29,100		29,100
201-906-4500-52115 Contractual Services	1,170	67,000		67,000
<b>TOTAL EXPENDITURES</b>	<u>112,021</u>	<u>299,200</u>		<u>299,200</u>
<b>EXCESS OF REVENUES OVER</b>	<u>117,467</u>	<u>49,800</u>		<u>49,800</u>

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
FUND: 202 TRAFFIC CONGESTION RELIEF				
REVENUES				
EXPENDITURES				
TOTAL REVENUES	-	-		-
EXPENDITURES				
TOTAL EXPENDITURES				
EXCESS OF REVENUES OVER				
FUND: 210 AQMD				
REVENUES				
210-3510 AQMD-AB2766	18,023	17,000		17,000
210-3800 Interest Income	-	100		100
TOTAL REVENUES	18,023	17,100		17,100
EXPENDITURES				
210-450-4500-52115 Contractual Services	-	22,800		22,800
210-450-4500-59000 Transfers Out	-	800		800
TOTAL EXPENDITURES	-	23,600		23,600
EXCESS OF REVENUES OVER	18,023	(6,500)		(6,500)

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
<b>FUND: 250 LMD 2006-1</b>				
<b>REVENUES</b>				
250-3550 Special Assessment	3,214	192,000	(124,000)	68,000
250-3851 Save Our Park Donation	18,075	-	21,000	21,000
<b>TOTAL REVENUES</b>	<b>21,289</b>	<b>192,000</b>	<b>(103,000)</b>	<b>89,000</b>
<b>EXPENDITURES</b>				
250-410-4610-52010 Office Supplies	(653)	400	-	400
250-410-4610-52020 Legal Notices	1,131	(400)	1,800	1,400
250-410-4610-52115 Contractual Services	18,578	18,200	3,000	21,200
250-410-4610-52116 Professional Services	17,070	-	18,000	18,000
250-410-4610-52117 Legal Services	43,169	-	53,000	53,000
250-410-4611-52010 Office Supplies	4,788	4,000	5,000	9,000
250-410-4611-52115 Contractual Services	43,267	50,000	-	50,000
250-410-4611-53020 Telephone	319	-	400	400
250-410-4611-53025 Electricity	18,281	18,000	2,000	20,000
250-410-4611-53026 Water	17,148	25,000	-	25,000
250-410-4611-53028 Communications	-	600	-	600
250-410-4612-52010 Office Supplies	520	600	-	600
250-410-4612-52115 Contractual Services	16,005	21,900	-	21,900
250-410-4612-53025 Electricity	225	-	300	300
250-410-4612-53026 Water	4,371	9,000	-	9,000
250-410-4613-52010 Office Supplies	459	500	-	500
250-410-4613-52115 Contractual Services	13,786	15,000	-	15,000
250-410-4613-53025 Electricity	230	1,200	-	1,200
250-410-4613-53026 Water	7,148	10,000	-	10,000
<b>TOTAL EXPENDITURES</b>	<b>205,840</b>	<b>174,000</b>	<b>83,500</b>	<b>174,000</b>
<b>EXCESS OF REVENUES OVER</b>	<b>(184,551)</b>	<b>18,000</b>	<b>(186,500)</b>	<b>(85,000)</b>

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
<b>FUND: 251 LLMD 89-1C</b>				
<b>REVENUES</b>				
251-3550 Special Assessment	2,317	288,700		288,700
<b>TOTAL REVENUES</b>	<u>2,317</u>	<u>288,700</u>		<u>288,700</u>
<b>EXPENDITURES</b>				
251-410-4610-52117 Legal Services	(306)	-		-
251-450-4502-52020 Legal Notices	695	-		-
251-450-4502-52115 Contractual Services	-	288,700		288,700
251-450-4502-53025 Electricity	1,114	-		-
<b>TOTAL EXPENDITURES</b>	<u>1,504</u>	<u>288,700</u>		<u>288,700</u>
<b>EXCESS OF REVENUES OVER</b>	<u>813</u>	<u>-</u>		<u>-</u>
<b>FUND: 252 CSA-22</b>				
<b>REVENUES</b>				
252-3550 Special Assessment	14,655	29,600		29,600
<b>TOTAL REVENUES</b>	<u>14,655</u>	<u>29,600</u>		<u>29,600</u>
<b>EXPENDITURES</b>				
252-410-4610-52115 Contractual Services	3,004	-		-
252-450-4502-52115 Contractual Services	-	2,900		2,900
252-450-4502-53025 Electricity	24,191	36,000		36,000
<b>TOTAL EXPENDITURES</b>	<u>27,195</u>	<u>38,900</u>		<u>38,900</u>
<b>EXCESS OF REVENUES OVER</b>	<u>(12,540)</u>	<u>(9,300)</u>		<u>(9,300)</u>

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
<b>FUND: 253 CSA-103</b>				
<b>REVENUES</b>				
253-3550 Special Assessment	66,100	140,000		140,000
<b>TOTAL REVENUES</b>	<u>66,100</u>	<u>140,000</u>		<u>140,000</u>
<b>EXPENDITURES</b>				
253-410-4601-52010 Office Supplies	645	-		-
253-410-4601-52115 Contractual Services	4,485	-		-
253-410-4601-53026 Water	3,274	-		-
253-410-4610-52115 Contractual Services	15,165	20,700		20,700
253-410-4610-53026 Water	-	6,600		6,600
253-450-4502-52010 Office Supplies	-	400		400
253-450-4502-53025 Electricity	113,043	141,000		141,000
<b>TOTAL EXPENDITURES</b>	<u>136,612</u>	<u>168,700</u>		<u>168,700</u>
<b>EXCESS OF REVENUES OVER</b>	<u>(70,511)</u>	<u>(28,700)</u>		<u>(28,700)</u>

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
FUND: 254 CSA-142				
REVENUES				
254-3550 Special Assessment	15,263	32,000		32,000
<b>TOTAL REVENUES</b>	<u>15,263</u>	<u>32,000</u>		<u>32,000</u>
EXPENDITURES				
254-410-4610-52115 Contractual Services	4,639	4,100		4,100
254-450-4500-52115 Contractual Services	(325)	-		-
254-450-4502-53025 Electricity	20,237	27,900		27,900
<b>TOTAL EXPENDITURES</b>	<u>24,551</u>	<u>32,000</u>		<u>32,000</u>
<b>EXCESS OF REVENUES OVER</b>	<u>(9,288)</u>	<u>-</u>		<u>-</u>

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
<b>FUND: 280 GRANTS</b>				
<b>REVENUES</b>				
280-3540 Grant Revenue	-	589,900		589,900
280-3900 Transfers In	-	70,000		70,000
<b>TOTAL REVENUES</b>		<b>659,900</b>		<b>659,900</b>
<b>EXPENDITURES</b>				
280-410-4610-52010 Office Supplies	1,258	1,500		1,500
280-410-4610-52116 Professional Services	1,075	1,200		1,200
280-907-4500-52016 Reproduction	481	-		-
280-907-4500-52020 Legal Notices	637	-		-
280-907-4500-52115 Contractual Services	25,391	529,900		529,900
280-907-4500-52117 Legal Services	3,569	-		-
280-907-4500-58120 Right of Way Acquisition	-	60,000		60,000
280-915-4500-52115 Contractual Services	65	-		-
280-916-4500-52115 Contractual Services	79,530	80,000		80,000
280-917-4500-52016 Reproduction	32	-		-
280-917-4500-52115 Contractual Services	3,731	-		-
280-917-4500-52117 Legal Services	960	-		-
280-953-4610-52010 Office Supplies	461	-		-
<b>TOTAL EXPENDITURES</b>	<b>117,189</b>	<b>672,600</b>		<b>672,600</b>
<b>EXCESS OF REVENUES OVER</b>	<b>(117,189)</b>	<b>(12,700)</b>		<b>(12,700)</b>

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
<b>FUND: 281 SLESF</b>				
<b>REVENUES</b>				
281-3521 SLESF Revenue	25,773	-	-	-
281-3540 Grant Revenue	(25,773)	-	-	-
<b>TOTAL REVENUES</b>	-	-	-	-
<b>EXPENDITURES</b>				
281-460-4700-59000 Transfers Out	-	100,000		100,000
<b>TOTAL EXPENDITURES</b>	-	100,000		100,000
<b>EXCESS OF REVENUES OVER</b>	-	(100,000)		(100,000)
<b>FUND: 410 ADMIN DIF</b>				
<b>REVENUES</b>				
410-3560 Development Impact Fee	1,985	1,336		1,336
<b>TOTAL REVENUES</b>	1,985	1,336		1,336
<b>EXPENDITURES</b>				
410-410-4300-59000 Transfers Out	618,938	15,300		15,300
<b>TOTAL EXPENDITURES</b>	618,938	15,300		15,300
<b>EXCESS OF REVENUES OVER</b>	(616,953)	(13,964)		(13,964)

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
<b>FUND: 420 PUBLIC FACILITIES DIF</b>				
<b>REVENUES</b>				
420-3560 Development Impact Fee	43,798	29,310		29,310
420-3900 Transfers In	151,617	-		-
<b>TOTAL REVENUES</b>	<u>195,414</u>	<u>29,310</u>		<u>29,310</u>
<b>EXPENDITURES</b>				
420-410-4300-59000 Transfers Out	-	57,000		57,000
<b>TOTAL EXPENDITURES</b>		<u>57,000</u>		<u>57,000</u>
<b>EXCESS OF REVENUES OVER</b>		<u>(27,690)</u>		<u>(27,690)</u>
<b>FUND: 430 FIRE FACILITIES DIF</b>				
<b>REVENUES</b>				
430-3560 Development Impact Fee	28,321	17,120		17,120
430-3900 Transfers In	113,352	-		-
<b>TOTAL REVENUES</b>	<u>141,673</u>	<u>17,120</u>		<u>17,120</u>
<b>EXPENDITURES</b>				
<b>TOTAL EXPENDITURES</b>		<u>-</u>		<u>-</u>
<b>EXCESS OF REVENUES OVER</b>		<u>17,120</u>		<u>17,120</u>
<b>FUND: 440 TRANS-ROADS DIF</b>				
<b>REVENUES</b>				
440-3560 Development Impact Fee	19,474	13,332		13,332
440-3900 Transfers In	68,367	-		-
<b>TOTAL REVENUES</b>	<u>87,841</u>	<u>13,332</u>		<u>13,332</u>
<b>EXPENDITURES</b>				
<b>TOTAL EXPENDITURES</b>		<u>-</u>		<u>-</u>
<b>EXCESS OF REVENUES OVER</b>		<u>13,332</u>		<u>13,332</u>

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
FUND: 450 TRANS-SIGNALS DIF				
REVENUES				
450-3560 Development Impact Fee	22,845	10,199		10,199
450-3900 Transfers In	149,416	-		-
TOTAL REVENUES	172,260	10,199		10,199
EXPENDITURES				
TOTAL EXPENDITURES	-	-		-
EXCESS OF REVENUES OVER	172,260	10,199		10,199
FUND: 460 REGIONAL PARKS DIF				
REVENUES				
460-3560 Development Impact Fee	20,210	13,672		13,672
460-3900 Transfers In	69,040	-		-
TOTAL REVENUES	89,251	13,672		13,672
EXPENDITURES				
TOTAL EXPENDITURES	-	-		-
EXCESS OF REVENUES OVER	89,251	13,672		13,672
FUND: 470 COMMUNITY CTR DIF				
REVENUES				
470-3560 Development Impact Fee	1,950	1,578		1,578
470-3900 Transfers In	4,550	-		-
TOTAL REVENUES	6,500	1,578		1,578
EXPENDITURES				
TOTAL EXPENDITURES	-	-		-
EXCESS OF REVENUES OVER	6,500	1,578		1,578
FUND: 480 MULTIPURPOSE TRAILS DIF				
REVENUES				
480-3560 Development Impact Fee	11,340	7,674		7,674
480-3900 Transfers In	38,726	-		-
TOTAL REVENUES	50,067	7,674		7,674
EXPENDITURES				
TOTAL EXPENDITURES	-	-		-
EXCESS OF REVENUES OVER	50,067	7,674		7,674
FUND: 490 LIBRARY DIF				
REVENUES				
490-3560 Development Impact Fee	10,230	8,281		8,281
490-3900 Transfers In	23,870	-		-
TOTAL REVENUES	34,100	8,281		8,281

City of Wildomar

Revenue and Expenditure by Fund  
3rd Quarter Budget Review

	9 month Actuals at 3-31-2011	Annual Budget	Recommend Budget Change	Revised Budget
EXCESS OF REVENUES OVER	34,100	8,281		8,281

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.3**  
**GENERAL BUSINESS**  
**Meeting Date: June 22, 2011**

---

**TO:** Mayor and Council Members  
**FROM:** Tim D’Zmura, Director of Public Works  
**SUBJECT:** Notice of Intent to Establish County Service Area Charges for FY 2011-12

**STAFF REPORT**

**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, ESTABLISHING COMMUNITY SERVICE AREA CHARGES  
WITHIN THE CITY FOR FISCAL YEAR 2011/2012

2. Direct the City Clerk to set the date and publish a notice for the public hearing.

**BACKGROUND:**

Upon incorporation on July 1, 2008, the City of Wildomar assumed the responsibility for certain County Service Areas now within the City’s jurisdictional boundaries, and now is responsible for the services and charges provided by County Service Areas 22, 103 (Drainage, Landscape), 103 (Lighting), and 142. As such the City of Wildomar requests that the Council adopt a resolution setting a public hearing regarding the City’s County Service Areas for Fiscal Year 2011-12. A map of the service areas and the proposed charges are attached in Attachment 1.

**FISCAL IMPACTS:**

Adoption of this resolution will allow the City of Wildomar to collect funds to meet its financial obligations for City of Wildomar Community Service Areas.

Submitted by:

Approved by:

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Tim D’Zmura  
Director of Public Works

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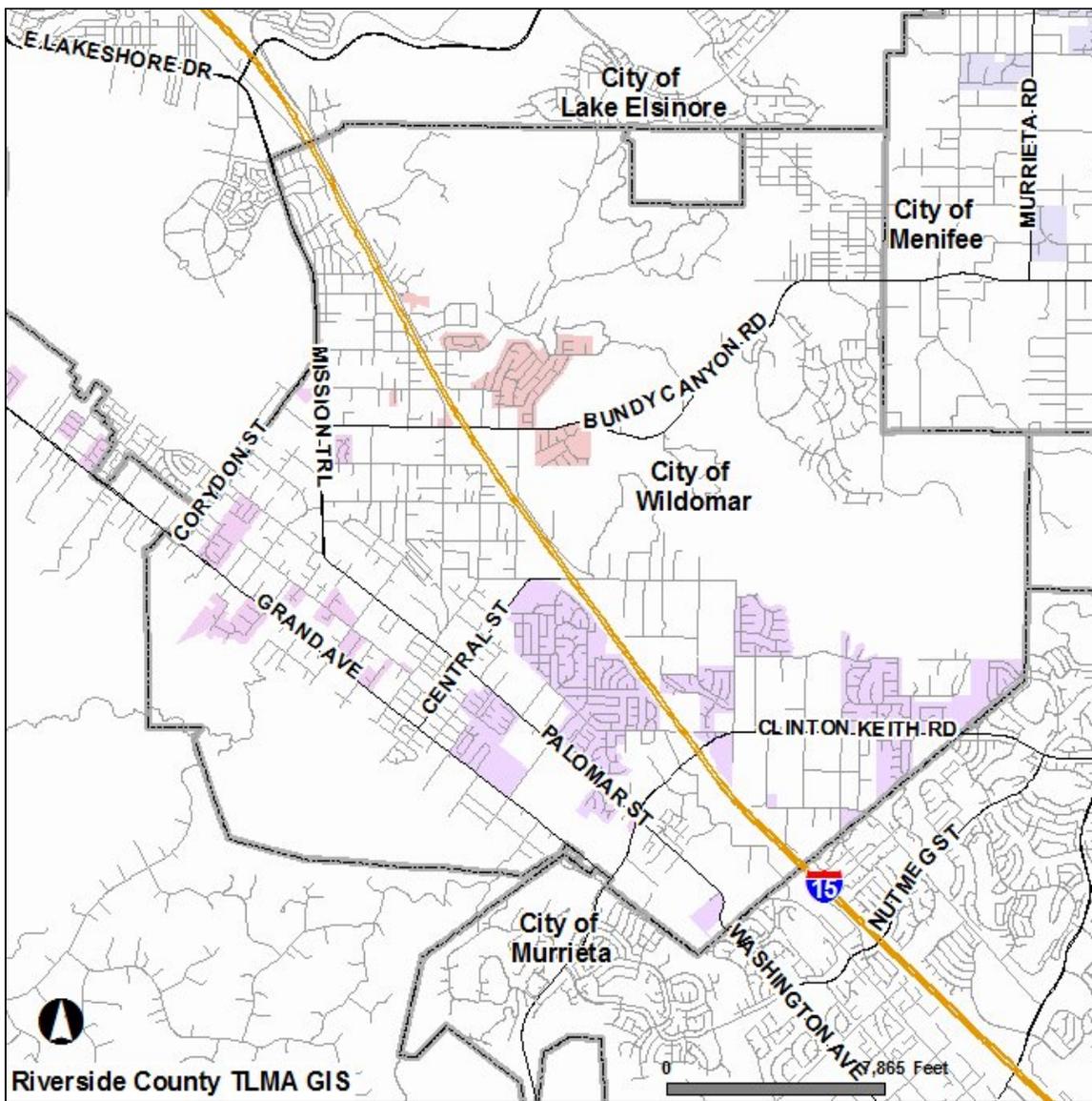
Frank Oviedo  
City Manager

**ATTACHMENTS:**

1. Map and Proposed Charges
2. Resolution

# **ATTACHMENT 1**

CSAs 22, 103, 142



COUNTY SERVICE AREAS

- |               |                   |                        |               |
|---------------|-------------------|------------------------|---------------|
| INTERSTATES   | HIGHWAYS          | STREETS                | CITY          |
| #103          | LAKE ELSINORE #22 | MURRIETA-TEMECULA #103 | SUN CITY #145 |
| WILDOMAR #142 |                   |                        |               |

**\*IMPORTANT\***  
 Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

WILDOMAR

Projected CSA Levy Ranges

Current Fund No. to be changed by EDA	Fund Number Name	Date Formed	Preliminary Parcels	FY 2010 - 2011 Total Levy	FY 2010 - 2011 Levy Range	Projected FY 2011 - 2012 Levy Range	Does it ESCALATE 2%	Notes
684642	CSA #22 Lake Elsinore Lighting	11/8/1965	878	\$29,883.32	Minimum \$1.76 Maximum \$57.36	\$1.76 - \$58.51	No/Yes	Min. fixed Max. escalates
684644	CSA #103 French Valley Drainage, Landscape	12/18/1973	1076	\$22,480.00	Minimum \$20.00 Maximum \$30.00	\$20.00 - \$30.00	No	
684545	CSA#103 French Valley Lighting	12/18/1973	3094	\$118,576.40	Minimum \$28.86 Maximum \$1,190.84	\$28.86 - \$1,214.66	No/Yes	Min. fixed 1 parcel escalates from max
684643	CSA #142 Wildomar Lighting	1/31/1985	508	\$31,059.24	Minimum \$31.50 Maximum \$872.08	\$31.50 - \$872.08	No/Yes	Min. fixed Max fixed

(1) Ranges represent all parcels previously levied and new parcels to be levied due to this year's audit, annexations, and Engineer's Reports processed through January, 2011, and may be changed as additional annexations, Engineer's Reports, and parcel changes are continually processed up until enrollment.

## **ATTACHMENT 2**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, ESTABLISHING COMMUNITY SERVICE AREA  
CHARGES WITHIN THE CITY FOR FISCAL YEAR 2011/2012**

**WHEREAS**, upon incorporation on July 1, 2008, the City of Wildomar assumed the responsibility for certain County Service Areas now within the City's jurisdictional boundaries, and now is responsible for the services and charges provided by County Service Areas 22, 103 (Drainage, Landscape), 103 (Lighting), and 142; and

**WHEREAS**, the City Council has determined that it is necessary to continue the County Service Area charges within such areas in order to continue to provide such extended services; and

**WHEREAS**, on July 1, 2008, the City Council of the City of Wildomar adopted all County of Riverside Ordinances in effect including Riverside County Ordinance No. 573; and

**WHEREAS**, Riverside County Ordinance No. 573 requires that the City Council annually shall cause to be prepared and filed with it a report of the services, parcels and charges provided by each County Service Area for the upcoming fiscal year; and

**WHEREAS**, upon the filing of such report with the City Clerk, the City Council shall cause to be noticed and thereafter conduct a public hearing to hear and consider testimony regarding the continuation of charges for such extended services within such Community Service Areas within the City of Wildomar.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Wildomar, California assembled in regular session on June 22, 2011, that this Council intends to conduct a public hearing on July 27, 2011, at 6:30 p.m., or as soon thereafter, in the Council Chambers of the City Council, 23873 Clinton Keith Road, Wildomar, California, for the purpose of allowing public testimony regarding the enactment of proposed Fiscal Year 2011-12 Community Service Area charges (See Exhibit 'A').

**BE IT FURTHER RESOLVED**, that the City Clerk is to give notice of said hearing pursuant to Government Code Section 6066. Any person affected by the proposed charges may submit written comments to the Clerk before the hearing or may appear in support of, or opposition to, the proposals at the time of the hearing.

**PASSED, APPROVED, AND ADOPTED** this 22nd day of June, 2011.

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Marsha Swanson  
Mayor

APPROVED AS TO FORM:

ATTEST:

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Julie Hayward Biggs  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.4**  
**GENERAL BUSINESS**  
**Meeting Date: June 22, 2011**

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**TO:** Mayor and City Council Members

**FROM:** Frank Oviedo, City Manager

**SUBJECT:** Participation in the Community Development Block Grant (CDBG) Program

**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 PARTICIPATION IN THE COUNTY OF RIVERSIDE'S  
URBAN COUNTY PROGRAM FOR FISCAL YEARS 2012/13, 2013/14, 2014/15

**BACKGROUND:**

At the time of incorporation the City of Wildomar had just missed the three year cycle for participation in the Community Development Block Grant Program (CDBG) through Riverside County. Consequently, the allocation of funds for the Wildomar area remained within the purview of the County for the Wildomar's first three years of cityhood.

As a result, the City has been waiting for the opportunity to obtain the authority to work with the County directly to prioritize and allocate the funds within the eligible areas within the City. Since Wildomar is not an "entitlement" community of at least 50,000 residents it must participate cooperatively with our County government. Riverside County Economic Development Agency is the lead agency in administering these Federal funds as an "Urban County". The City of Wildomar is then eligible to participate in the larger Riverside Urban County program which allows our City Council to exercise local control of funds within our jurisdiction.

The program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974. The CDBG Program is one of the longest running programs within the U.S. Department of Housing and Urban Development (HUD).

An explanation of the program straight from HUD's literature is as follows:

"HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

Entitlement communities develop their own programs and funding priorities. However, grantees must give maximum feasible priority to activities which benefit low- and moderate-income persons. A grantee may also carry out activities which aid in the prevention or elimination of slums or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. CDBG funds may not be used for activities which do not meet these broad national objectives."

Staff is recommending that the Council approve participation in the program and an agreement to work cooperatively with the County of Riverside EDA to administer the funds. Once this process is complete, staff will come back to the City Council at a future date with a recommendation to allocate the funds to needed areas or programs within the City.

**FISCAL IMPACT:**

The allocation to the City of Wildomar based on estimates provided to staff in previous years by the Riverside County Economic Development Agency was an estimate in excess of \$150,000.

Submitted and Approved By:

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Frank Oviedo  
City Manager

**ATTACHMENTS:**

Resolution confirming participation in the Community Development Block Grant Program (CDBG) in cooperation with County of Riverside

Cooperative Agreement for the Community Development Block Grant, Home Investment Partnership Program, and Emergency Shelter Grant for Fiscal Years 2012-13, 2013-14, 2014-2015

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, AUTHORIZING PARTICIPATION IN THE COUNTY OF RIVERSIDE'S  
URBAN COUNTY PROGRAM FOR FISCAL YEARS 2012/13, 2-13/14, 2014/15**

WHEREAS, the City of Wildomar has elected to participate as unit of local government (Cooperating City) in the County of Riverside's Urban County Program for Federal Fiscal Years 2012/13, 2013/14, and 2014/15; and

WHEREAS, the Cooperation Agreement will allow the City to carry out activities which are funded by Community Development Block Grant and HOME funds; and

WHEREAS, the Cooperation Agreement will allow the Cooperating City to participate in the Urban County Consolidated Planning Programs.

NOW, THEREFORE, BE IT RESOLVED, FOUND AND DETERMINED by the City Council of the City of Wildomar sitting in regular session on June 22, 2011, that:

1. The Cooperation Agreement between the County of Riverside and the City of Wildomar is hereby approved; and
2. The City Council hereby authorizes and directs the Mayor to execute the Cooperation Agreement on behalf of the City of Wildomar.

PASSED, APPROVED AND ADOPTED this 22nd day of June, 2011.

\_\_\_\_\_  
Marsha Swanson  
Mayor

APPROVED AS TO FORM:

ATTEST:

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

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

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**COOPERATION AGREEMENT  
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,  
HOME INVESTMENT PARTNERSHIP PROGRAM, AND EMERGENCY SHELTER  
GRANT FOR FISCAL YEARS 2012-13, 2013-14, 2014-15**

This Cooperation Agreement hereinafter referred to as "Agreement" is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2011, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and City of Wildomar, an incorporated municipality within the geographical boundaries of the COUNTY, hereinafter referred to as "CITY," who together are sometimes referred to herein individually as "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, the Housing and Community Development Act of 1974, as amended (Public Law 93-383), hereinafter called "ACT", provides that Community Development Block Grant, funds hereinafter referred to as "CDBG", may be used for the support of activities that provide decent housing, suitable living environments, and expanded economic opportunities principally for persons of low and moderate-income; and

**WHEREAS**, the HOME program, authorized by the HOME Investment Partnerships Act (HOME), was enacted as Title II of the National Affordable Housing Act of 1990, has as its purposes to: expand the supply of decent, affordable housing for low and very-low income families with emphasis on rental housing; build State and local capacity to carry out affordable housing programs; and provide for coordinated assistance to participants in the development of affordable low-income housing; and

**WHEREAS**, the Emergency Shelter Grant, hereinafter referred to as "ESG", was authorized by the McKinney-Vento Homeless Assistance Act of 1987. The objectives of the Emergency Shelter Grant, to be renamed the Emergency Solutions Grant under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, are to increase the number and quality of emergency shelters and transitional housing facilities for homeless

1 individuals and families, to operate these facilities and provide essential social services, and to  
2 help prevent homelessness.

3 **WHEREAS**, CDBG regulations require counties to re-qualify as an Urban County under  
4 the CDBG program every three years; and

5 **WHEREAS**, the execution of this Agreement is necessary to include CITY as a  
6 participating unit of general government under COUNTY's Urban County CDBG, HOME, and  
7 ESG programs.

8 **NOW THEREFORE**, in consideration of the mutual covenants herein set forth and the  
9 mutual benefits to be derived there from, the parties agree as follows:

10 1. GENERAL.

11 This Agreement gives COUNTY authority to undertake, or assist in undertaking,  
12 activities for Fiscal Years 2012-13, 2013-14, and 2014-15, that will be funded from the CDBG  
13 program, the HOME Investment Partnership program, the Emergency Shelter Grant program,  
14 and from any program income generated from the expenditure of such funds. COUNTY and  
15 CITY agree to cooperate, to undertake, or to assist in undertaking, community renewal and  
16 lower-income housing assistance activities. COUNTY is qualified as an "Urban County" under  
17 the ACT. CITY, by executing this Agreement, hereby gives notice of its election to participate  
18 in an Urban County Community Development Block Grant program, hereinafter referred to as  
19 "CDBG programs".

20 By executing this Agreement, CITY understands that it may not apply for grants  
21 from appropriations under the Small Cities or State CDBG Programs for fiscal years during the  
22 period in which it participates in the Urban County's CDBG program and that CITY may only  
23 participate in the HOME program through the COUNTY'S Urban County program, not a  
24 consortium. The CITY may apply for ESG funds from the State of California, if permitted by the  
25 State.

26 //  
27 //  
28 //

1                   2.     TERM.

2                   The term of this Agreement shall be for three (3) years commencing on July 1,  
3 2012, through June 30, 2015, unless an earlier date of termination is fixed by U.S. Department of  
4 Housing and Urban Development, hereinafter called HUD, pursuant to ACT.

5                   This Agreement will be automatically renewed for participation in successive  
6 three-year qualification periods, unless the COUNTY or the CITY provides written notice to the  
7 other Party that it elects not to participate in the next three-year Urban County program.  
8 COUNTY will notify CITY of CITY's right not to participate in the next three-year period no  
9 later than the date specified by HUD in the *Urban County Qualification Notice*. CITY shall  
10 notify COUNTY no later than the date specified in COUNTY's notification that CITY elects not  
11 to participate in the next three-year Urban County Program. COUNTY will send copies of all  
12 notifications required by this Paragraph to the HUD Field Office.

13                  The terms of this Agreement shall remain in effect until the CDBG, HOME, and  
14 ESG funds and program income received with respect to activities carried out during the three-  
15 year qualification period are expended and the funded activities completed. Furthermore, neither  
16 the COUNTY nor the CITY may terminate or withdraw from this Agreement while it remains in  
17 effect.

18                   3.     PREPARATION OF FEDERALLY REQUIRED FUNDING  
19 APPLICATIONS.

20                  The Riverside County Economic Development Agency, subject to approval of  
21 COUNTY's Board of Supervisors, shall be responsible for preparing and submitting to HUD, in  
22 a timely manner, all reports and statements required by the ACT and the Federal regulations  
23 promulgated by HUD to secure entitlement grant funding under the CDBG, HOME, and ESG  
24 programs. This duty shall include the preparation and processing of COUNTY Housing,  
25 Community, and Economic Development Needs Identification Report, Citizen Participation  
26 Plan, the County Five-Year Consolidated Plan, One-Year Action Plan, Consolidated Annual  
27 Performance and Evaluation Report (CAPER), and other related programs which satisfy the  
28 application requirements of ACT and its regulations.

1           4.       COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND  
2 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

3           (a)       COUNTY and CITY will comply with the applicable provisions of the  
4 ACT and those federal regulations promulgated by HUD pursuant thereto, as the same currently  
5 exists or may hereafter be amended. The COUNTY and CITY will take all actions necessary to  
6 assure compliance with COUNTY's certifications required by Section 104 (b) of Title I of ACT.  
7 COUNTY and CITY will comply with the provisions of the following: National Environmental  
8 Policy Act of 1969; Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights  
9 Act of 1968; and Title 24 Code of Federal Regulations part 570; the Fair Housing Act; Cranston-  
10 Gonzales National Affordable housing Act (Public Law 101-625); Section 109 Title I of the  
11 Housing and Community Development Act of 1974 (42 U.S.C.§5309); Executive Order 11063,  
12 as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation  
13 Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C.§4630, et. seq.); and  
14 other federal or state statute or regulation applicable to the use of CDBG or HOME Investment  
15 Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990) funds.

16           (b)       CITY agrees that CDBG funding for activities in, or in support of, CITY  
17 are prohibited if CITY does not affirmatively further fair housing within its own jurisdiction or  
18 impedes COUNTY actions to comply with its fair housing certification.

19           (c)       CITY and COUNTY shall meet the citizen participation requirements of  
20 24 CFR 570.301 and provide Riverside County citizens with all of the following:

21           i.       The estimate of the amount of CDBG funds proposed to be used  
22 for activities that will benefit persons of low and moderate-income;

23           ii.       A plan for minimizing displacement of persons as a result of  
24 activities assisted with CDBG funds and to assist persons actually displaced as a result of such  
25 activities;

26           iii.       A plan that provides for and encourages citizen participation, with  
27 particular emphasis on participation by persons of low and moderate-incomes, residents of slum  
28 and blighted areas, and of areas in which funds are proposed to be used, and provides for

1 participation of residents in low and moderate-income neighborhoods;

2                   iv. Reasonable and timely access to local meetings, information, and  
3 records relating to the grantee's proposed use of funds, as required by the regulations of the  
4 Secretary, and relating to the actual use of funds under the ACT;

5                   v. Provide for public meetings to obtain citizen views and to respond  
6 to proposals and questions at all stages of the community development program, including at  
7 least the development of needs, the review of proposed activities and review of program  
8 performance. Meeting shall be held after adequate notice, at times and locations convenient to  
9 potential or actual beneficiaries, and with accommodation for the disabled.

10                   (d) CITY shall develop a community development plan, for the period of this  
11 Agreement, which identifies community development and housing needs and specifies both short  
12 and long-term community development objectives.

13                   (e) CITY certifies, to the best of its knowledge and belief, that:

14                   i. No Federal appropriated funds have been paid or will be paid, by  
15 or on behalf of the CITY, to any person influencing or attempting to influence an officer or  
16 employee of any agency, a Member of Congress, an officer or employee of Congress, or an  
17 employee of a Member of Congress, in connection with the awarding of any Federal contract, the  
18 making of any Federal grant, the making of any Federal loan, the entering into of any  
19 cooperative agreement, and the extension, continuation, renewal, amendment or modification of  
20 any Federal contract, grant, loan or cooperative agreement.

21                   ii. If any funds other than Federally-appropriated funds have been  
22 paid or will be paid to any person for influencing or attempting to influence an officer or  
23 employee of any agency, a Member of Congress, an officer or employee of Congress, or an  
24 employee of a Member of Congress, in connection with this Federal contract, grant, loan, or  
25 cooperative agreement, the undersigned shall complete and submit standard Form-LLL,  
26 "Disclosure Form to Report Lobbying", in accordance with its instructions.

27                   iii. The CITY shall require that the language provided in Section  
28 4(e)(i) and (ii) of this Agreement be included in the award documents for all sub-awards at all

1 tiers (including subcontracts, sub- grants and contracts under grants, loans, and cooperative  
2 agreements) and that all sub-recipients shall certify and disclose accordingly. This certification  
3 is a material representation of fact upon which reliance was placed when this transaction was  
4 made or entered into.

5 (f) In accordance with Section 519 of Public Law 101-144, (the 1990 HUD  
6 Appropriations Act), the CITY certifies that it has adopted and is enforcing a policy prohibiting  
7 the use of excessive force by law enforcement agencies within its jurisdiction against any  
8 individuals engaged in non-violent civil rights demonstrations, and that it has adopted and is  
9 enforcing applicable State and local laws against physically barring entrance to, or exit from, a  
10 facility or location which is the subject of such non-violent civil rights demonstrations within its  
11 jurisdiction.

12 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

13 The COUNTY's Board of Supervisors have adopted policies and procedures to  
14 ensure efficient and effective administration of the CDBG, HOME, and ESG programs.  
15 COUNTY will provide these policies and procedures to CITY within a reasonable time after this  
16 Agreement's commencement date. COUNTY and City agree to comply with these said policies  
17 and program objectives.

18 6. OTHER AGREEMENTS.

19 Pursuant to Federal regulations at 24 CFR 570.501(b), CITY is subject to the  
20 same requirements applicable to sub-recipients, including the requirement of a written agreement  
21 set forth in Federal regulations at 24 CFR 570.503. For each fiscal year during the term of this  
22 Agreement, COUNTY and CITY shall enter into an additional agreement, commonly known as a  
23 Supplemental Agreement, that will have a term coinciding with a CDBG Program Year and  
24 enumerate the project(s) CITY will implement with its entitlement funds. Said Supplemental  
25 Agreement will set forth the time schedule for completion of said project(s) and any funding  
26 sources, in addition to entitlement funds, that will be used in completing the project(s). If  
27 substantial compliance with the completion schedule, due to unforeseen or uncontrollable  
28 circumstances, cannot be met by CITY, the schedule for the project(s) may be extended by

1 COUNTY. If COUNTY determines that substantial progress toward drawdown of funds is not  
2 made during the term of the Supplemental Agreement, the entitlement funds associated with the  
3 project(s) may be reprogrammed by COUNTY, to other activities as determined by COUNTY,  
4 after COUNTY provides appropriate written notice to CITY. COUNTY's decision not to extend  
5 the completion schedule associated with the project(s), or to reprogram the entitlement funds  
6 associated with the project(s), will not excuse CITY from complying with terms of this  
7 Agreement.

8           7.     DETERMINATION OF PROJECTS TO BE FUNDED AND  
9 DISTRIBUTION OF ENTITLEMENT FUNDS.

10           CITY agrees to submit to COUNTY, no later than the date specified by COUNTY  
11 prior to each program year, the activities that the CITY desires to implement with its entitlement  
12 funds, said designation to comply with statutory and regulatory provisions governing citizen's  
13 participation. Said designation is to be reviewed by the COUNTY's Economic Development  
14 Agency to determine that the projects are eligible under federal regulations for funding and  
15 inclusion in the One Year Action Plan of the County's Five-Year Consolidated Plan and  
16 consistent with both Federal and COUNTY policy governing use of Community Development  
17 Block Grant (CDBG) funds.

18           Consistent with Paragraphs 3, 4, 5, 6, and 7 of this Agreement, COUNTY's Board  
19 of Supervisors will make the final determination of the distribution and disposition of all CDBG  
20 funds received by COUNTY pursuant to the Act.

21           8.     COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

22           CITY warrants that those officers, employees, and agents, retained by it and  
23 responsible for implementing projects funded with CDBG have received, reviewed, and will  
24 follow the Community Development Block Grant Manual that has been prepared and amended  
25 by COUNTY, and by this reference, said Manual is incorporated herein and made a part hereof.

26           9.     REAL PROPERTY ACQUIRED OR PUBLIC FACILITY  
27 CONSTRUCTED WITH CDBG FUNDS.

28           When CDBG funds are used, in whole or in part, by CITY to acquire real

1 property or to construct a public facility, CITY will comply with the National Environmental  
2 Policy Act of 1969 (42 U.S.C. §§4321, et seq.), the California Environmental Quality Act (Cal.  
3 Pub. Resources Code §§21000, et seq.), the Uniform Relocation Assistance and Real Property  
4 Acquisition Policies Act of 1970 (42 U.S.C. §§4630, et seq.), and the California Government  
5 Code Sections 7260 et seq., as those Acts may be amended from time-to-time and any Federal or  
6 state regulations issued to implement the aforementioned laws.

7 In addition, the following is to occur:

8 (a) Title to the real property shall vest in CITY;

9 (b) The real property title will be held by or the constructed facility will be  
10 maintained by the CITY for the approved use until five years after the date that the project is  
11 reported as "Completed" within the annual Consolidated Annual Performance and Evaluation  
12 Report.

13 (c) While held by CITY, the real property or the constructed facility is to be  
14 used exclusively for the purpose for which acquisition or construction was originally approved  
15 by COUNTY;

16 (d) CITY shall provide timely notice to COUNTY of any action which would  
17 result in a modification or change in the use of the real property purchased or improved, in whole  
18 or in part, with CDBG or HOME funds from that planned at the time of acquisition or  
19 improvement, including disposition.

20 (e) CITY shall provide timely notice to citizens and opportunity to comment  
21 on any proposed modification or change;

22 (f) Written approval from COUNTY must be secured if the property or the  
23 facility is to be put to an alternate use that is or is not consistent with federal regulations  
24 governing CDBG funds;

25 (g) Should CITY desire during the five (5) year period to use the real property  
26 or the constructed facility for a purpose not consistent with applicable federal regulations  
27 governing CDBG funds or to sell the real property or facility, then:

28

1 (i) If CITY desires to retain title, it will have to reimburse either  
2 COUNTY or the Federal government an amount that represents the percentage of current fair  
3 market value that is identical to the percentage that CDBG funds initially comprised to when  
4 the property was acquired or the facility was constructed;

5 (ii) If CITY sells the property or facility, or is required to sell the property  
6 or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of  
7 proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of  
8 the monies paid to initially acquire the property or construct the facility. This percentage amount  
9 will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

10 10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE  
11 OF CDBG FUNDS.

12 CITY shall inform COUNTY of any income generated by the expenditure of  
13 CDBG funds received by CITY from COUNTY. CITY may not retain any program income so  
14 generated. Any and all program income shall be returned to the County and may only be used  
15 for eligible activities in accordance with all CDBG requirements, including all requirements for  
16 citizen participation.

17 The COUNTY is required by HUD to monitor and report the receipt and use of all  
18 program income. CITY is required to track, monitor, and report any and all program income as  
19 requested by COUNTY.

20 11. TERMINATION.

21 Except as provided for in Paragraph 2, CITY and COUNTY cannot terminate or  
22 withdraw from this Agreement while it remains in effect.

23 12. FORMER AGREEMENTS UTILIZING COMMUNITY  
24 DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

25 All agreements between CITY and COUNTY regarding the use of CDBG funds  
26 for fiscal years 1975-76 through 2011-2012, and any Supplemental Agreements there under,  
27 shall remain in full force and effect. If the language of this Agreement is in conflict or  
28

1 inconsistent with the terms of any prior said agreements between CITY and COUNTY, the  
2 language of this Agreement will be controlling.

3 13. INDEMNIFICATION

4 CITY agrees to indemnify, defend and hold harmless COUNTY and its  
5 authorized officers, employees, agents, and volunteers from any and all claims, actions, losses,  
6 damages, and/or liability arising from CITY acts, errors or omissions and for any costs or  
7 expenses incurred by COUNTY on account of any claim therefore, except where such  
8 indemnifications is prohibited by law. CITY shall promptly notify COUNTY in writing of the  
9 occurrence of any such claims, actions, losses, damages, and/or liability.

10 CITY shall indemnify and hold harmless COUNTY against any liability, claims,  
11 losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or  
12 its successor that activities undertaken by CITY under the program(s) fail to comply with any  
13 laws, regulations, or policies applicable thereto or that any funds billed by and disbursed to  
14 CITY under this Agreement were improperly expended.

15 14. COMPLIANCE WITH LAWS AND REGULATIONS.

16 By executing this Agreement, the Parties hereby certify that they will adhere to  
17 and comply with all federal, state and local laws, regulations and ordinances.

18 15. ENTIRE AGREEMENT.

19 It is expressly agreed that this Agreement embodies the entire agreement of the  
20 Parties in relation to the subject matter hereof, and that no other agreement or understanding,  
21 verbal or otherwise, relative to this subject matter, exists between the Parties at the time of  
22 execution.

23 16. SEVERABILITY.

24 Each paragraph and provision of this Agreement is severable from each other  
25 provision, and if any provision or part thereof is declared invalid, the remaining provisions shall  
26 remain in full force and effect.

27 17. ASSIGNMENT.

28 The Parties will not make any sale, assignment, conveyance or lease of any trust

1 or power, or transfer in any other form with respect to this Agreement, without prior written  
2 approval of the other Party.

3 18. INTERPRETATION AND GOVERNING LAW.

4 This Agreement and any dispute arising hereunder shall be governed by and  
5 interpreted in accordance with the laws of the State of California. This Agreement shall be  
6 construed as a whole according to its fair language and common meaning to achieve the  
7 objectives and purposes of the Parties hereto, and the rule of construction to the effect that  
8 ambiguities are to be resolved against the drafting Party shall not be employed in interpreting  
9 this Agreement, all Parties having been represented by counsel in the negotiation and  
10 preparation hereof.

11 19. WAIVER.

12 Failure by a Party to insist upon the strict performance of any of the provisions  
13 of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the  
14 default of the other Party, shall not constitute a waiver of such Party's right to insist and demand  
15 strict compliance by the other Party with the terms of this Agreement thereafter.

16 20. JURISDICTION AND VENUE.

17 Any action at law or in equity arising under this Agreement or brought by a Party  
18 hereto for the purpose of enforcing, construing or determining the validity of any provision of  
19 this Agreement shall be filed in the consolidated Courts of Riverside County, State of  
20 California, and the Parties hereto waive all provisions of law providing for the filing, removal or  
21 change of venue to any other court or jurisdiction.

22 21. AMENDMENTS

23 No change, amendment, or modification to the Agreement shall be valid or  
24 binding upon CITY or COUNTY unless such change, amendment, or modification is in writing  
25 and duly executed. CITY and COUNTY agree to adopt any necessary amendments to this  
26 Agreement to incorporate changes required by HUD as set forth in the Urban County  
27 Qualification Notice. Amendments must be submitted to HUD as provided in the Urban  
28 County Qualification Notice and failure to do so will void the automatic renewal for such

1 qualification period.

2 22. AUTHORITY TO EXECUTE.

3 The persons executing this Agreement or exhibits attached hereto on behalf of  
4 the Parties to this Agreement hereby warrant and represent that they have the authority to  
5 execute this Agreement and warrant and represent that they have the authority to bind the  
6 respective Parties to this Agreement to the performance of its obligations hereunder.

7 23. INCORPORATION OF RECITALS

8 The Parties hereby affirm the facts set forth in the recitals above. Said recitals  
9 are incorporated herein and made an operative part of this Agreement.

10  
11 **IN WITNESS WHEREOF**, the COUNTY and CITY have executed this  
12 Agreement on the date shown below.

13  
14 ATTEST:

15  
16 Kecia Ithem-Harper  
17 Clerk of the Board

COUNTY OF RIVERSIDE

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

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

Bob Buster, Chairman  
Board of Supervisors  
Rob Field, Assistant County  
Executive Officer/EDA

19  
20  
21  
22 Date: \_\_\_\_\_

23  
24 ATTEST:

CITY OF WILDOMAR

25  
26 By: \_\_\_\_\_  
27 City Clerk

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

28 Date: \_\_\_\_\_

1  
2 COUNTY COUNSEL CERTIFICATION

3  
4 The Office of County Counsel hereby certifies that the terms and provisions of this  
5 Agreement are fully-authorized under state and local law and that the Agreement provides full  
6 legal authority for the COUNTY to undertake, or assist in undertaking, essential community  
7 development and housing assistance activities specifically urban renewal and publicly assisted  
8 housing.

9 Pamela J. Walls  
County Counsel

10  
11 By: \_\_\_\_\_  
12 Deputy, Anita Willis

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17 s:\cdbg\12-15 urban county program\coop agreement 2012-2015.docx  
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