

CITY OF WILDOMAR CITY COUNCIL  
AGENDA

6:30 P.M. – REGULAR MEETING

JULY 13, 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 July 13, 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.**

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

**ROLL CALL**

**FLAG SALUTE**

**PRESENTATIONS**

Certificate of Achievement – Deputy Sonoda

Presentation from Senator Joel Anderson to Fire Chief Beach

Certificate of Appreciation – Fire Captain Rich Owens

Fire Department Monthly Update

Community Services Monthly Update

Chamber of Commerce Monthly Update

**PUBLIC COMMENTS**

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

**APPROVAL OF THE AGENDA AS PRESENTED**

## **1.0 CONSENT CALENDAR**

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

### **1.1 Reading of Ordinances**

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

### **1.2 Minutes – June 8, 2011 Regular Meeting**

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

### **1.3 Minutes – June 22, 2011 Regular Meeting**

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

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

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

1. Warrant Register dated June 23, 2011 in the amount of \$37,413.13;
2. Warrant Register dated June 30, 2011 in the amount of \$65,681.00;
3. Warrant Register dated July 8, 2011 in the amount of \$15,150.91 and \$71,968.40; and
4. Payroll Register dated July 8, 2011 in the amount of \$36,900.61.

### **1.5 Open Fire Permit Proclamation**

**RECOMMENDATION:** Staff recommends that the City Council approve the Proclamation suspending the issuance of open burning permits and other uses of open fire.

## **2.0 PUBLIC HEARINGS**

No Public Hearings scheduled.

## **3.0 GENERAL BUSINESS**

### **3.1 Parks Update**

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

**3.2 Landscaping and Lighting Maintenance District No. 89-1-Consolidated and Street Lighting Zones**

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

1. Adopt a Resolution entitled:

RESOLUTION NO. 2011 - 25  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING PREPARATION OF ENGINEER'S REPORT REGARDING PROPOSED ASSESSMENTS TO BE LEVIED AND COLLECTED FOR FISCAL YEAR 2011-12 WITHIN ZONES 3, 29, 30, 42, 51, 52, 59, 62, 67, 71 AND 90; AND STREET LIGHTING ZONES 18, 26, 27, 35, 50, 70, 71, 73, AND 88 OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE CITY OF WILDOMAR PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972

2. Adopt a Resolution entitled:

RESOLUTION NO. 2011-26  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN ZONES 3, 29, 30, 42, 51, 52, 59, 62, 67, 71 AND 90; AND STREET LIGHTING ZONES 18, 26, 27, 35, 50, 70, 71, 73 AND 88 OF THE LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE CITY OF WILDOMAR PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE MAINTENANCE AND SERVICING OF LANDSCAPING, MULTI-PURPOSE TRAILS, FENCING, FOSSIL FILTERS AND STREETLIGHTS FOR FISCAL YEAR 2011-12; AND GIVING NOTICE OF AND SETTING THE TIME AND PLACE OF THE PUBLIC HEARING ON THE ANNUAL ASSESSMENT AND ORDERING NOTICE OF THE PUBLIC HEARING TO BE PUBLISHED; AND AUTHORIZE THE COUNTY OF RIVERSIDE TO ADMINISTER THE LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED BUDGET FOR FISCAL YEAR 2011-12

**3.3 Agreement for Professional Services Between the County of Riverside, Transportation and Land Management Agency (TLMA) and the City of Wildomar**

**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 CITY MANAGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE, TRANSPORTATION AND LAND MANAGEMENT AGENCY AND THE CITY OF WILDOMAR

**3.4 Animal Control Services Agreement**

**RECOMMENDATION:** Staff recommends that the City Council approve the Animal Field Services and Sheltering Agreement between the City of Wildomar and Animal Friends of the Valleys, in the amount of not to exceed \$67,200 per year (\$5,600 per month) and the contractor will retain license and citation fees.

**3.5 Notice of Intent to hold a Public Hearing for placing liens on parcels with unpaid charges on trash collection services**

**RECOMMENDATION:** Staff recommends that the City Council provide a Notice of Intent to hold a Public Hearing on July 27, 2011, for placing liens on parcels with unpaid charges on trash collection services.

**CITY MANAGER REPORT**

**CITY ATTORNEY REPORT**

**COUNCIL COMMUNICATIONS**

**FUTURE AGENDA ITEMS**

**ADJOURNMENT**

**2011 City Council Regular Meeting Schedule**

July 27

August 10

September 14, 28

October 12, 26

November 9, 23

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 July 8, 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  
JUNE 8, 2011**

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

The regular meeting of June 8, 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 Cashman, Moore, Walker. Members absent: None.

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

The Flag Salute was led by Gary Andre, resident of Wildomar.

**PRESENTATIONS**

Mayor Swanson presented a Certificate of Appreciation to Postal Worker Lori Allen and Post Master Faye Dolias for their care and concern of a resident.

Chief Beach presented the Fire Department monthly update.

Community Services Director Willette presented the monthly update and also presented the City’s new CERT trailer.

Henry Silvestre presented the Chamber of Commerce monthly update.

**PUBLIC COMMENTS**

Gary Andre, resident, stated there is a woman who lives on Cherry Street who used to come to the Council meetings. She has a house on 10 acres and the property is full of weeds, so it is a fire danger. No one seems to know where she is and he would like someone to check on her.

**APPROVAL OF THE AGENDA AS PRESENTED**

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

**MOTION** carried, 5-0.

## **1.0 CONSENT CALENDAR**

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

**MOTION** carried, 5-0.

### **1.1 Reading of Ordinances**

Approved the reading by title only of all ordinances.

### **1.2 Warrant and Payroll Registers**

Approved the following:

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

### **1.3 Authorization of Annual Rate Adjustment for Waste Management**

Adopted a Resolution entitled:

RESOLUTION NO. 2011 - 27

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

## **2.0 PUBLIC HEARINGS**

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

City Clerk Lee read the title.

Mayor Swanson opened the public hearing.

Assistant City Manager Nordquist presented the staff report. He also advised that on the first Resolution (No. 2011-18), there is an error on the

“Grant Fund”. It shows a blank under the “Proposed Appropriations 2011-12”, and it should be \$620,000.

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

Discussion ensued regarding the Grant monies.

Councilman Cashman inquired if there are any monies put aside for something like the Buxton proposal.

Assistant City Manager Nordquist answered there are monies in the undesignated portion of the budget. That would be where you would go for something like the Buxton proposal.

Councilman Walker stated the Mayor has heard from a company that does the same thing as Buxton does, but for a lot cheaper. We are awaiting word from them so that we can get them in to make a presentation.

Mayor Swanson stated she still likes the Buxton presentation, however, the one thing Buxton doesn't do is go out and solicit the companies, and this other company does everything Buxton does, plus goes out and solicits the companies. They received a great deal of information from the ICSC conference that they have brought back.

Discussion ensued regarding economic development efforts.

Councilman Cashman inquired if the cost of contract services has been looked into.

Assistant City Manager Nordquist stated yes, they have been negotiated and placed in the budget.

Councilman Cashman stated now that the City is hiring employees, the Interwest contract is going down.

Assistant City Manager Nordquist stated yes, it has gone down significantly.

Councilman Cashman stated every City has unforeseen expenses that occur and should that happen here, we need to look at cutting 10% across the board with contract services.

Discussion ensued regarding the budget and what happens if the State

tax issues are not extended.

Mayor Swanson commended Staff for their work on the budget document and urged the citizens to look at the budget document to better understand where the City's money is going, what each Department has accomplished, and what they have set as Goals.

**A MOTION** was made by Councilman Walker, seconded by Councilwoman Moore, to adopt a Resolution entitled:

RESOLUTION NO. 2011 - 28  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, ADOPTING A BUDGET FOR FISCAL  
YEAR 2011-12

as amended.

**MOTION** carried, 5-0.

**A MOTION** was made by Councilman Walker, seconded by Councilwoman Moore, to adopt a Resolution entitled:

RESOLUTION NO. 2011 - 29  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, RATIFYING THE PROVISIONAL  
APPROPRIATIONS LIMIT FOR FISCAL YEAR 2011-12

**MOTION** carried, 5-0.

**2.2 Traffic Offender Fund Fee**

City Clerk Lee read the title.

Mayor Swanson opened the public hearing.

Assistant City Manager Nordquist presented the staff report

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

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

RESOLUTION NO. 2011 - 30

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

**MOTION** carried, 5-0.

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

City Clerk Lee read the title.

Mayor Swanson opened the public hearing.

Planning Director Bassi presented the staff report.

**SPEAKERS:**

Gary Andre, resident and former Planning Commissioner, stated when the Planning Commission first did this, it was for half-acre and above and was not for the smaller lots that you will find in the RR zone. He spoke regarding the history of this item. He does not oppose this proposal. He just wants the two different size lots for RR need to be taken into consideration.

Planning Director Bassi stated there is no size restriction of an accessory structure in any zone. You would probably want an accessory structure to be no larger than the main house. This is something which should probably be brought up to the City Council.

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

Councilman Walker stated the problem with limiting the accessory structure size is that those on larger pieces of properties have barns. Those barns are going to be bigger than the main house. We cannot limit the size of a barn, so we would need to look at this.

Discussion ensued regarding the setbacks

**A MOTION** was made by Councilman Walker, seconded by Mayor Pro Tem Benoit, to introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. 2011 - 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

**MOTION** carried, 5-0.

### **3.0 GENERAL BUSINESS**

#### **3.1 Parks Update**

City Clerk Lee read the title.

Assistant City Manager Nordquist stated that the vote which occurred on June 7 was not successful, so there is no assessment in place to pay for the parks.

Gary Andre, resident, stated he is angry that it did not pass because it was change in your pocket that would pay for the assessment. He researched the lack of parks and found that when parks close you lose a minimum of 10% in property value.

George Taylor, resident, thanked everyone who helped to support the effort. He feels that those who led the effort to defeat Measure D and everyone who voted against it have done the City a great disservice.

John Lloyd, Citizens for Wildomar Parks, thanked the City Council for their support. He also thanked the community for their support of parks. What he feels is sad is that a vast majority of the City didn't even vote, so you would have to assume that they could care less. He understands that as the Council deliberates about what to do with the parks now, he understands that the Council has to take into consideration that a huge majority of the City apparently does not want parks, and we have to abide by that even though it is sad.

Roger LeClerc, resident, stated even though the Measure did not receive a "super majority", it did receive a majority. Perhaps there is a way to set up a self-tax to keep the parks open and also take some money away

from Police and Fire. Also, the parks have the only public drinking fountain in the City. We do have a small number of homeless in the City who are dear to him and could use the fountain.

Councilman Cashman stated we need to put a subcommittee together to look at this issue or are we going to decide now.

Mayor Swanson stated the issue was decided yesterday with the vote.

Councilman Cashman stated sometimes people don't know what is good for them, especially when they don't have the whole picture. He feels the public was confused because of all of the rhetoric. We need to do what we can to keep the parks open. There could be things to do to the parks to make them less expensive and he then went over various issues such as using drought resistant plants and trees; putting in a well; contract with Valley-wide Parks; and a JPA with the School District.

Councilwoman Moore stated she would like the subcommittee to talk about the parks and what the City does now.

Councilman Walker stated he would like to keep the parks open, but he doesn't see how that can happen.

Councilman Cashman stated we could use \$20,000 of the undesignated monies to keep the bathrooms operational. This may be when we reduce contract services to pay for the parks.

Councilman Walker stated the City Manager is negotiating to get the best price with the contract services. What residents can do since they don't want to fund parks, then they need to buy everything they can in the City.

Discussion ensued regarding water and electrical costs; security; and approaching the Windsong tract with taking over the park in Windsong.

It was the consensus of the City Council to direct the Parks Subcommittee, consisting of Mayor Swanson and Councilwoman Moore, to come back to the City Council with options for the parks.

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

City Clerk Lee read the title.

Public Works Director D’Zmura presented the staff report.

**A MOTION** was made by Mayor Pro Tem Benoit, seconded by Councilwoman Moore, to authorize the City Manager to execute the agreements for the maintenance of the water quality basin on parcel 366-210-053; require the relocation outside of the future public right of way; and direct the City Clerk to record said agreements with the Riverside County Recorder’s Office.

**MOTION** carried, 5-0.

### **3.3 Agreement for Police Services to be Provided at No Cost**

City Clerk Lee read the title.

City Attorney Biggs presented the staff report.

**A MOTION** was made by Mayor Pro Tem Benoit, seconded by Councilwoman Moore, to approve the Net Savings Agreement with the County of Riverside to provide law enforcement services without cost up to a maximum dollar value to assure compliance with revenue neutrality laws relating to the incorporation of the City of Wildomar.

**MOTION** carried, 5-0.

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

City Clerk Lee read the title and presented the staff report stating the Council may wish to amend the Resolution to also go dark for the second meeting in November, which has never been held.

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

RESOLUTION NO. 2011 - 31  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, REPEALING AND REPLACING SECTION 3 OF  
RESOLUTION NO. 2011-05 IN REGARDS TO DESIGNATING THE  
TIME, DATE, AND LOCATION OF CITY COUNCIL MEETINGS

**MOTION** carried, 5-0.

### **3.5 City Council Goals Approval**

City Clerk Lee read the title.

City Manager Oviedo presented the staff report.

Discussion ensued regarding Caltrans.

It was the consensus of the City Council to add "Improve communication with Caltrans in regards to road closures".

**A MOTION** was made by Councilwoman Moore, seconded by Mayor Pro Tem Benoit, to approve the goals as outlined from the January 8, 2011, Council norming and goal setting session, as amended.

**MOTION** carried, 5-0.

### **3.6 Wildland Fire Protection Agreement**

City Clerk Lee read the title.

Assistant City Manager Nordquist presented the staff report.

Fire Chief Beach gave the background on the agreement. This was approved last year, however, it did not get approved by the State due to paperwork issues.

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

RESOLUTION NO. 2011 - 32  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, APPROVING THE AGREEMENT WITH CALFIRE FOR  
THE WILDLAND FIRE PROTECTION SERVICES

**MOTION** carried, 5-0.

### **CITY MANAGER REPORT**

City Manager Oviedo stated on June 16, at 11:30 a.m., at the Diamond Club at the Storm Stadium will be the annual lunch by the Lake Elsinore Chamber. This is where the City Manager's give a brief State of the City. Also, he has met with

a developer who is looking at a property in the City on Clinton Keith. This is good and we are continuing to get interest. On July 6 the Planning Commission will be hearing the Subway project on Bundy Canyon. Additionally, Hoover Ranch will be coming forward soon.

### **CITY ATTORNEY REPORT**

There was nothing to report.

### **COUNCIL COMMUNICATIONS**

Councilman Walker stated he has been meeting with EDA and also a developer who would like to do a rodeo.

Councilwoman Moore stated she attended an emergency preparedness conference and show. She also thanked everyone who worked on the parks Measure.

Mayor Pro Tem Benoit stated he was at RCTC and they have a sidewalk grants program which he has discussed with Staff. WRCOG audited their TUMF program and all is well and came out great. He met with a business owner who is concerned about the Caltrans closures. We need to make sure business owners are also informed about closures as it does affect the businesses.

Councilman Cashman stated last meeting he was attending the annual PARSAC meeting in Sacramento and that is why he was absent. PARSAC is the City's insurance carrier. It was a great meeting. Also he and Councilwoman Moore met with the LEUSD regarding issues that are of interest to both entities.

Mayor Swanson thanked everyone who worked on the parks Measure.

### **FUTURE AGENDA ITEMS**

\*Listing of all Grants received

**ADJOURNMENT**

There being no further business, at 9:17 p.m. Mayor Swanson declared the meeting adjourned.

Submitted by:

Approved by:

---

Debbie A. Lee, CMC  
City Clerk

---

Marsha Swanson  
Mayor

**CITY OF WILDOMAR  
CITY COUNCIL REGULAR MEETING MINUTES  
JUNE 22, 2011**

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

The regular meeting of June 8, 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, Walker. Members absent: Councilman Cashman.

Staff in attendance: City Manager Oviedo, Assistant City Manager Nordquist, Assistant City Attorney Jex, Public Works Director D’Zmura, Planning Director Bassi, Community Services Director Willette, Lt. Burden, and City Clerk Lee.

The Flag Salute was led by Richard Heil, resident of Wildomar.

**PRESENTATIONS**

There were no presentations.

**PUBLIC COMMENTS**

Gary Andre, resident, stated now that the City is three years old it is time to look at the information that came out of the visioning session that was done at incorporation. Now is the time to bring the community together.

Viet Tran, Edison Regional Manager, presented the annual State of the Utility. He summarized the information contained in the handout he gave.

Roger LeClerc, resident, stated he lives in Sedco and they still have an address of Lake Elsinore. He has brought this up before and nothing is being done. It is not the Post Office’s position, the Council needs to pass a Resolution and get this done. He thanked the Council for doing a splendid job since incorporation.

Andy Morris, Wildomar Rotary Club and EVMWD Director, stated on July 2, from 11:00 a.m.–7:00 p.m., there will be a BBQ event at Elsinore High School. He thanked the Council for the support the City has given the Rotary over the last year. Also, at the last EVMWD meeting the Board approved new restaurant construction fees which are substantially lower than they were. Also, at the last

meeting they approved their budget. There will not be rate increases for the next two years for water and sewer.

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

**A MOTION** was made by Mayor Pro Tem Benoit, seconded by Councilwoman Moore, 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 – May 25, 2011 Regular Meeting**

Approved the Minutes as submitted.

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

Approved 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**

Approved the Treasurer's Report for the month of May, 2011.

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

Approved the Agreement for Law Enforcement Services between the City of Wildomar and the County of Riverside.

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

Authorized 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**

Adopted a Resolution entitled:

RESOLUTION NO. 2011 - 33

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**

Adopted a Resolution entitled:

RESOLUTION NO. 2011 - 34

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**

Adopted 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 were no items to be heard.

**3.0 GENERAL BUSINESS**

**3.1 Parks Update**

City Clerk Lee read the title.

Assistant City Manager Nordquist presented the staff report. The Parks Subcommittee did meet to discuss the ideas that were brought forth from the public and to try to formulate a plan for the future of the parks.

Mayor Swanson stated she and Councilwoman Moore are on the subcommittee and they are still working on a plan for the parks. They put out a call for volunteers and the replay back was there are six families willing to do clean up. However, that is just a small part of what is needed. They are talking with some of the sports leagues and associations, but nothing concrete has come of those talks yet. They have also talked with the LEUSD and they have agreed to cooperatively look at some solutions with the City. They have also received some really great ideas from the public and they are looking at every idea.

Councilwoman Moore thanked the public for their ideas and suggestions, and some of those came from outside of Wildomar. The subcommittee is still researching and exploring the suggestions, however the City does not have the money to keep the parks open. The City will have to make arrangements to close the parks. The subcommittee is not turning any idea down, they are all being explored.

Mayor Swanson stated the ideas are great and lots of people have suggested volunteers to mow and clean, however water is the biggest expense. Councilman Cashman did suggest a well, and that is being looked into. She asked if there would be someone willing to drill the well.

George Taylor, resident, stated he is optimistic. There is the possibility of closing down Windsong and Heritage, but keep Marna O'Brien open, and perhaps that could be looked at. He also suggested that everyone who voted yes to send in a check for \$28 to the City for the parks. Perhaps that would generate enough money to keep Marna O'Brien open.

Roger LeClerc, resident, stated he is in favor of keeping Marna O'Brien open. Perhaps the Police budget could be cut. He would like the Council to get creative in order to keep the one park open.

Jan Bates, Fallbrook resident, stated she has family in Wildomar and she is very concerned that Measure D did not pass. She is willing to write a \$28 check to keep Marna O'Brien open. She suggested that the City sell advertising space on the fences at the park.

Barbara Wilson, Sycamore Academy, stated there are grants available and she would like to partner with the City to keep the parks open. The

grants are also available for the sports league. They are ready to work with the City. She also provided a copy of their School Year book.

Gary Andre, resident, stated he is very upset about Measure D. He agrees with Mr. Taylor, and he will be sending a \$28 check into the City. He is helping out with mowing the lawn and encourages everyone to help out with the parks. Also, if there is natural gas at the parks, a generator could be used to help cut costs.

Councilman Walker stated now we are going to push Supervisor Buster to give us the property on the east side, even if it is a natural park.

Councilwoman Moore thanked everyone for their support and sending in \$28 for the parks, but it is not a guaranteed funding source. However, the money could help with the well as there will be a cost for the well even if someone volunteers to drill it. The problem right now is there is only funding for the parks until June 30.

Mayor Swanson stated funding for all parks ends June 30, so there is no option at this point. The parks will need to be fenced, at least temporarily, for liability reasons.

It was the consensus of the City Council to close Heritage and Windsong parks on June 30, and close Marna O'Brien Park on July 5.

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

City Clerk Lee read the title.

Assistant City Manager Nordquist presented the staff report.

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

City Clerk Lee read the title.

Public Works Director D'Zmura presented the staff report.

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

RESOLUTION NO. 2011 - 35  
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

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

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

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

City Clerk Lee read the title.

City Manager Oviedo presented the staff report.

Councilman Walker stated he is in contact with the County EDA every week, so he feels this will be beneficial to the City.

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

RESOLUTION NO. 2011 - 36  
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

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

**CITY MANAGER REPORT**

City Manager Oviedo stated the Economic Development Subcommittee will be meeting on June 30, 8:30 a.m., for the next roundtable discussion with the development community. Also the League of California Cities annual conference is in September and there is a registration deadline approaching on June 30. After that date the cost of registration goes up. He asked that they contact the City Clerk to advise whether they will be attending or not. Lastly, he will have the Public Works Director update the Council on notification to businesses during the Clinton Keith overpass project.

Public Works Director D'Zmura stated the County is administering the project, but

the City does have a seat at the table. The final design is being finished and Caltrans is very close to approving it. All property acquisition has been accomplished. They are still looking at bidding out the project this Summer, with construction starting in the Fall. There will be public information meetings with the major stake holders in the area, including the City. There will also be monthly coordination meetings with the local businesses and public safety to monitor how the process is going. There will be a business support program where the County would develop flyers, handouts and detour maps of freeway closures and changes in the traffic control. The County will provide press releases and keep the media and businesses updated. There will also be a project web page with a link on the City's website. Lastly, there would be a toll-free call line for complaints and problems being experienced.

City Manager Oviedo thanked Richard and Sharon Heil for the lapels pins and goodie bags they provided to the Council, Planning Commission, and Staff in honor of the City's birthday.

## **CITY ATTORNEY REPORT**

There was nothing to report.

## **COUNCIL COMMUNICATIONS**

Councilman Walker stated he had some meetings with developers, and it seems there is interest in Wildomar. He is excited about the future of Wildomar.

Councilwoman Moore stated she and Councilman Walker attended a joint LEUSD and Sycamore Academy meeting, which she is happy about. The Wildomar Historical Society will be holding the annual ringing of the historic bell on July 1, at 8:00 a.m. Councilman Cashman will be speaking before the bell ringing. She thanked Andy Morris for his year as President of the Rotary Club. On July 29 at the Storm Stadium it will be Wildomar Night.

Mayor Pro Tem Benoit thanked Richard and Sharon Heil for the birthday gift. He stated he is not giving up and will be working to keep as much of the parks open as possible.

Mayor Swanson stated she and City Manager Oviedo went to Congressman Issa's office in support of the developer who is trying to expand the Kaiser facility on Prelipp. She felt it was a productive meeting and will bring more jobs to the area when it gets built. This has been a tough project, but we are doing what we

can to help businesses along. There are rules and laws that we cannot break, but we can help do what we can to support the projects. She also went to the annual Lake Elsinore Chamber of Commerce lunch where the City Managers of the surrounding cities spoke, including City Manager Oviedo. It was interesting to see what the surrounding cities are doing given the budget constraints on everyone. Also, there will be an Economic Development roundtable on June 30 and she is looking forward to it.

### **FUTURE AGENDA ITEMS**

There were no items.

### **ADJOURNMENT**

There being no further business, Mayor Swanson wished the City a Happy Third Birthday and declared the meeting adjourned at 7:27 p.m.

Submitted by:

Approved by:

---

Debbie A. Lee, CMC  
City Clerk

---

Marsha Swanson  
Mayor

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item#1.4**  
**CONSENT CALENDAR**  
**Meeting Date: July 13, 2011**

---

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

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the following:

1. Warrant Register dated June 23, 2011 in the amount of \$37,413.13;
2. Warrant Register dated June 30, 2011 in the amount of \$65,681.00;
3. Warrant Register dated July 8, 2011 in the amount of \$15,150.91 and \$71,968.40; and
4. Payroll Register dated July 8, 2011 in the amount of \$36,900.61.

**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 and 2011-12 Budget.

Submitted by:

Approved by:

---

Gary Nordquist  
Assistant City Manager

---

Frank Oviedo  
City Manager

vchlist  
06/23/2011 12:17:55PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
200572	6/23/2011	000031 AFLAC, REMITTANCE PROCESSING, CE	643418		MEDICAL INS. BENEFITS JULY 2011	475.45	
					Total :	475.45	
200573	6/23/2011	000028 CALPERS	0620114		CONTRIBUTIONS 6/6/11-6/19/11	3,138.37	
					Total :	3,138.37	
200574	6/23/2011	000279 CONNECT WIRELESS SOLUTIONS	5801336	0000016	MOBILE RADIO	3,795.17	
					Total :	3,795.17	
200575	6/23/2011	000027 DIRECTTV	15352506561		CABLE SERVICES - 6/12-7/11/11	86.99	
					Total :	86.99	
200576	6/23/2011	000022 EDISON	61611		ELECTRICAL SERVICES 3/81-6/10/1	3,484.78	
					Total :	3,484.78	
200577	6/23/2011	000292 ENERSPECT MEDICAL SOLUTIONS	2868		HEART START FRX TRAINER / MAIN	527.94	
					Total :	527.94	
200578	6/23/2011	000293 FIT2GO, INC.	7211		REGISTRATION	75.00	
					Total :	75.00	
200579	6/23/2011	000024 GUARDIAN	51711		DENTAL/VISION BENEFITS JUNE 20	1,303.16	
					Total :	1,303.16	
200580	6/23/2011	000040 IMAGE PRINTING SYSTEMS	320409	0000002	BUSINESS CARDS	146.27	
					Total :	146.27	
200581	6/23/2011	000005 PARSAC	62111		SELF INSURED RETENTION - MAN	5,000.00	
					Total :	5,000.00	
200582	6/23/2011	000131 RCAWRC	61611		MSHCP MITIGATION FEE MAY 2011	19,380.00	
					Total :	19,380.00	
11 Vouchers for bank code : wf						Bank total :	37,413.13
11 Vouchers in this report						Total vouchers :	37,413.13

Page: 1

vchlist  
06/30/2011 11:41:10AM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	invoice	PO #	Description/Account	Amount
200583	6/30/2011	000044 A&A JANITORIAL SERVICES	1677		MARNA JANITORIAL SRVCS/ SUPP	612.59
					<b>Total :</b>	<b>612.59</b>
200584	6/30/2011	000270 ADAMS LANDSCAPING INC.	56045	0000009	TREE MAINTENANCE	4,460.00
			56073		TREE REMOVAL	200.00
					<b>Total :</b>	<b>4,660.00</b>
200585	6/30/2011	000033 AMERICAN FORENSIC NURSES	59972		BLOOD DRAW	164.32
			60019		BLOOD DRAW	82.16
			60038		BLOOD DRAW	164.32
					<b>Total :</b>	<b>410.80</b>
200586	6/30/2011	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	MAY11		ANIMAL CONTROL SRVCS MAY 201	5,600.00
			MAY11A		SHELTERING SRVCS MAY 2011	8,055.00
					<b>Total :</b>	<b>13,655.00</b>
200587	6/30/2011	000028 CALPERS	0620110		CITY COUNCIL CONTRIB 6/1/11-6/30	305.41
					<b>Total :</b>	<b>305.41</b>
200588	6/30/2011	000067 CASH	41		CODE ENFORCEMENT SUPPLIES	11.72
			42		CODE ENFORCEMENT SUPPLIES	7.61
			43		CODE ENFORCEMENT SUPPLIES	21.68
					<b>Total :</b>	<b>41.01</b>
200589	6/30/2011	000035 COUNTY OF RIVERSIDE, TLMA	TL0000008038		APRIL 2011 SLF COSTS	361.16
					<b>Total :</b>	<b>361.16</b>
200590	6/30/2011	000059 DIAMOND W. EVENTS	20117		CONTRACTUAL SRVCS JUN 2011	6,300.00
					<b>Total :</b>	<b>6,300.00</b>
200591	6/30/2011	000012 ELSINORE VALLEY MUNICIPAL, WATER	4977858		HERITAGE WATER SRVCS 5/18/11-6/15/11	581.60
			4977859		MARNA WATER SRVCS 5/18/11-6/15/11	54.50
			4977860		MARNA 5/18/11-6/15/11	3,496.77
					<b>Total :</b>	<b>4,132.87</b>
200592	6/30/2011	000077 EXEC-U-CARE	62011		MEDICAL INSURANCE JULY 2011	1,138.57

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200592	6/30/2011	000077	000077 EXEC-U-CARE		(Continued)	<b>Total : 1,138.57</b>
200593	6/30/2011	000294	IYENGAR, SAM	61511	11-0036 DEVELOPER DEPOSIT BA	2,532.33
						<b>Total : 2,532.33</b>
200594	6/30/2011	000004	NAPLES PLAZA, LTD-OAK CREEK II, C/O 7111		CITY HALL LEASE JULY 2011	10,114.56
						<b>Total : 10,114.56</b>
200595	6/30/2011	000049	NORTH COUNTY TIMES	2292650	PUB HEAR NTCE - DIF NEXUS STU	270.44
						<b>Total : 270.44</b>
200596	6/30/2011	000042	PV MAINTENANCE, INC.	005-122	GAS TAX/PUB WORKS CONTRACT	19,573.26
						<b>Total : 19,573.26</b>
200597	6/30/2011	000053	SIEMENS INDUSTRY, INC.	RR-111777 RR-111778	TRAFFIC SIGNAL MAINT MAY 2011 TRAFFIC SIGNAL RESPONSE MAY	905.00 525.00
						<b>Total : 1,430.00</b>
200598	6/30/2011	000295	SOLAR SERVICE CENTER	62411	REFUND FOR INCORRECT BUS RE	15.00
						<b>Total : 15.00</b>
200599	6/30/2011	000296	TRANS SIGNS	62811	11-0055 DEVELOPER DEPOSIT REF	128.00
						<b>Total : 128.00</b>
17 Vouchers for bank code : wf						<b>Bank total : 65,681.00</b>
17 Vouchers in this report						<b>Total vouchers : 65,681.00</b>

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200607	7/8/2011	000008 AT&T MOBILITY	06282011		COUNCIL MOBILE PHONES 5/21-6/	112.69
					Total :	112.69
200608	7/8/2011	000043 CHENG, MISTY	6/30/2011		ACCOUNTING SERVICES JUNE 201	10,000.00
					Total :	10,000.00
200609	7/8/2011	000041 CTAI PACIFIC GREENSCAPE	19658 19668		PARK MAINT. 6/1-6/19/11 CERVERA MAINT. JUNE 2011	2,212.50 480.00
					Total :	2,672.50
200610	7/8/2011	000054 DEPARTMENT OF TRANSPORTATION	98000312		SIGNALS & LIGHTING JULY 2010 - /	7,915.52
					Total :	7,915.52
200611	7/8/2011	000012 ELSINORE VALLEY MUNICIPAL, WATER	4990863 4990864 4990865		WATER SRVCS WINDSONG 5/25-6/ WATER SRVCS CSA 103 5/25-6/23/1 WATER SRVCS CSA 103 5/25-6/23/1	1,100.12 103.67 229.67
					Total :	1,433.46
200612	7/8/2011	000018 INNOVATIVE DOCUMENT SOLUTIONS	104772		COPIER MAINT. SRVCS 6/1-6/30/11	551.22
					Total :	551.22
200613	7/8/2011	000049 NORTH COUNTY TIMES	2293817 2293819		PUB HEAR NTCE - PP 10-0274 PUB HEAR NTCE- 10-0222	119.40 138.28
					Total :	257.68
200614	7/8/2011	000026 PROTECTION RESCUE SECURITY, SER	11-182-G		SECURITY SERVICES 6/1-6/19/11	289.04
					Total :	289.04
200615	7/8/2011	000249 STI, INC. TRUCKING & MATERIALS	11-302-1	0000007	SIDEWALKS TO SCHOOLS 6/13-6/3	44,630.55
					Total :	44,630.55
200616	7/8/2011	000008 WELLS FARGO PAYMENT REMITTANCE,	11180 51811 51811A 52111 52311 52311		FIRE STATION EXPENSES OFFICE SUPPLIES OFFICE SUPPLIES ICSC ECONOMIC DEV. SUPPLIES ICSC TRAVEL EXPENSE OFFICE SUPPLIES	800.00 70.79 77.52 362.06 71.37 93.68

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200816	7/8/2011	000006	WELLS FARGO PAYMENT REMITTANCE, (Continued)			
			52411		ICSC TRAVEL EXPENSE	119.62
			52511		CITY COUNCIL MEETING SUPPLIES	88.09
			52511		CITY COUNCIL MEETING SUPPLIES	14.99
			52611		FIRE STATION EXPENSES	340.22
			52711		EMPLOYEE ID CARDS SUPPLIES	58.79
			52711		CFED WEST CONFERENCE TRAVE	300.00
			52711A		CFED WEST CONFERENCE TRAVE	150.00
			53111		OFFICE SUPPLIES	193.76
			61011		ECONOMIC DEVELOPMENT MEETI	6.27
			61211		FIRE STATION EXPENSES	88.62
			61311		NON-DEPARTMENTAL KITCHEN SU	72.77
			61411		QUICKBOOKS MONTHLY SUBSCRII	20.97
			61511		NON-DEPARTMENTAL OFFICE SUP	194.22
			61711		NON-DEPARTMENTAL OFFICE SUP	89.07
			62011		PARK SUPPLIES- TRASH BAGS	9.29
			6611		NON-DEPARTMENTAL CONFERENC	19.61
			6611		2010 EMPG TRIAGE TAPE	138.58
			6611		OFFICE SUPPLIES	116.36
			6711		CODE ENF. CUBICLE NAME PLATE	10.88
			6811		2011 EMPG STORAGE BINS	90.26
			6811		CODE ENF. DEPT. OFFICE SUPPLI	10.90
			XF9WWJ833		EXTENDED WARRANTY - COMPUT	517.05
					<b>Total :</b>	<b>4,125.74</b>
					<b>Bank total :</b>	<b>71,968.40</b>
10		Vouchers for bank code : wf				
10		Vouchers in this report			<b>Total vouchers :</b>	<b>71,968.40</b>

vchlist  
07/08/2011 1:52:53PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200800	7/8/2011	000299 AUDITOR CONTROLLER GAD- LAFCO	AC0000000785		LAFCO FEES FY 11/12	645.72
					Total :	645.72
200601	7/8/2011	000028 CALPERS	405		MEDICAL PREMIUM JULY 2011	6,403.59
			405		CITY COUNCIL MED PREM JULY 20	-1,135.74
					Total :	5,267.85
200602	7/8/2011	000002 CRYSTAL CLEAN MAINTENANCE	703		JANITORIAL SRVCS- CITY HALL JUL	698.00
					Total :	698.00
200603	7/8/2011	000076 EDC OF SOUTHWEST CALIFORNIA	2011-WIL		EDC CITY MEMBERSHIP FY 11/12	6,500.00
					Total :	6,500.00
200604	7/8/2011	000024 GUARDIAN	61711		DENTAL/ VISION BENEFITS JULY 20	1,464.34
					Total :	1,464.34
200805	7/8/2011	000017 INTERNATIONAL CODE COUNCIL,, INC.	2846180		GOVERNMENTAL MEMB DUES FY 1	125.00
					Total :	125.00
200606	7/8/2011	000079 LAN WAN ENTERPRISE	40722		MAINT. CONTRACT JULY 2011	450.00
					Total :	450.00
7 Vouchers for bank code : wf						Bank total : 15,150.91
7 Vouchers in this report						Total vouchers : 15,150.91

Page: 1

City of Wildomar  
Payroll Warrant Register  
July 8, 2011

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
6/24/2011	Payroll People	6/4-6/17/11 staff	17,640.59
7/1/2011	Payroll People	June 2011 council	1,535.52
7/8/2011	Payroll People	6/18-7/1/11 staff	17,724.50
		TOTAL	36,900.61

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.5**  
**CONSENT CALENDAR**  
**Meeting Date: July 13, 2011**

---

**TO:** Mayor and City Council  
**FROM:** Debbie A. Lee, City Clerk  
**SUBJECT:** Open Fire Permit Proclamation

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the Proclamation suspending the issuance of open burning permits and other uses of open fire.

**BACKGROUND:**

The County of Riverside routinely issues proclamations during high fire risk seasons suspending the issuance of open fire permits. It is appropriate for the City to issue a similar citation as well.

**FISCAL IMPACT:**

None

Submitted by:

Approved by:

---

Debbie A. Lee, CMC  
City Clerk

---

Frank Oviedo  
City Manager

**ATTACHMENTS:**

City of Wildomar Proclamation  
CalFire/Riverside County Fire Department News Release

**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, SUSPENDING THE ISSUANCE OF OPEN BURNING PERMITS AND  
OTHER USES OF OPEN FIRE**

Due to the extreme menace of destruction by fire to life, improved property or natural resources caused by critical fire weather and acute dryness of vegetation; and/or fire suppression sources being heavily committed to control fires; and, under the authority provided in Section 307 of the 2007 California Fire Code, adopted by reference in Chapter 8.32 of the Wildomar Municipal Code, the City of Wildomar hereby suspends the privileges of burning by permit and other uses of open fire within the City.

In addition to suspension of open burning, the following restrictions also are hereby applied within the City of Wildomar:

1. Use of campfires is restricted to within established campfire facilities located in established campgrounds open to the public.
2. Cooking fires with a valid permit are permissive when no alternate means of cooking is available and requires an on-site inspection prior to the issuance of a permit.
3. Warming fires are permissive and require an on-site inspection prior to the issuance of a permit when weather conditions exist to justify the request.

This order shall become effective at 1200 hours on July 14, 2011, and remain in effect until the proclamation is formally terminated.

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

APPROVED AS TO FORM:

ATTEST:

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

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



Riverside County Fire Department in cooperation with CAL FIRE

# NEWS RELEASE

JOHN R. HAWKINS  
FIRE CHIEF

Contact: Fire Captain Mike Smith  
Public Information Officer  
951.940.6985

Release Date: July 1, 2011

## **CAL FIRE/Riverside County Fire Chief Implements Proclamation Suspending Permit Burning**

Effective at 12:00 p.m. on Friday, July 1, 2011, CAL FIRE/Riverside County Fire Chief John R. Hawkins has implemented a Proclamation suspending burning in all State and Local responsibility areas within the County of Riverside and reads:

**STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

**PROCLAMATION  
SUSPENDING BURNING PERMITS  
AND OTHER USES OF OPEN FIRE**

Due to the extreme menace of destruction by fire to life, improved property or natural resources caused by critical fire weather and acute dryness of vegetation; and/or fire suppression forces being heavily committed to control fires; and, under authority vested in me by the Director of the Department of Forestry and Fire Protection as per section 4423.1 of the Public Resources Code, I hereby suspend, except within incorporated cities, the privileges of burning by permit and other uses of open fire in the geographic area described as:

**ALL STATE AND LOCAL RESPONSIBILITY AREA LANDS  
WITHIN THE COUNTY OF RIVERSIDE.**

In addition to suspension of open burning, the following restrictions also are hereby applied in the area cited above:

1. Use of campfires is restricted to within established campfire facilities located in established campgrounds open to the public.
2. Agricultural burning in the Palo Verde Valley and Coachella Valley is authorized as required for agricultural rehabilitation.
3. Cooking fires with a valid permit are permissive when no alternate means of cooking is available and requires an on-site inspection prior to the issuance of a permit.
4. Warming fires are permissive and require an on-site inspection prior to the issuance of a permit when weather conditions exist to justify the request.

-MORE-

In accordance with section 4423.2 of the Public Resources Code, state officers having jurisdiction and authorized by the Director of Forestry and Fire Protection may issue restricted temporary burning permits whenever it can be shown that burning or use of open fire is essential for reasons of public health, safety, or welfare.

This order shall become effective at 12:00 p.m. on July 1, 2011, and remain in effect until I formally terminate this proclamation.

JOHN R. HAWKINS  
Fire Chief – Riverside County Fire Department  
Unit Chief – CAL FIRE/Riverside Unit

-END-

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.1**  
**GENERAL BUSINESS**  
**Meeting Date: July 13, 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:**

Pre-year end close of the financial records are attached for reporting revenues and expenses for all park related costs.

Since the last report update, staff has been working with the community and provides the following status on the City's 3 parks.

**Marna O'Brien Park**

Wildomar Pop Warner and Wildomar Little League have temporarily taken over the maintenance of the park as of July 5 until a long term contract can be put in place. The entire park will remain open to the public including the playground equipment. The two sports organizations will pay for all utilities, landscape, and general maintenance of the park including removal of graffiti and cleaning of the grounds and restrooms.

Once an agreement has been put in place the organizations will process the reservations for rental of the shelters and fields.

Staff met with Dave Mathews from Sain Drilling to discuss the possibility of drilling a new well. The preliminary price for a well is \$70,000 with all stainless steel pipes, an underground pump system and water storage. The cost could be significantly lower depending on the depth of the well and changing out the stainless steel pipes for plastic or galvanized pipes.

The City is no longer paying for utilities at this facility.

**Windsong Park**

Adams Landscaping Inc. (Adams) contacted staff offering to donate their services to keep Windsong Park open for a minimum of 30 days. During this 30 day period, the city

will partner with the company, working side-by-side to discuss options and fundraising ideas for a long term solution. They will provide landscaping service, oversee volunteers for light maintenance, oversight of water usage, light repairs, support for fundraising for water fees, and help to generate ideas for long term planning. Adams would like to do a community garden and work with local companies to showcase zero/no water landscaping.

A community meeting will take place at 6:00 p.m., July 23, at the park to discuss the possibility of local tract residents paying for the continued costs of the park so it can remain open. A free movie provided by Adams Landscaping will be shown at the close of the meeting.

Utilities will be paid through donations and sponsorships and will not come from the City's General Budget.

**Heritage Park**

Staff continues to work with the Lake Elsinore Unified School District (LEUSD) regarding Heritage for students of William Collier Elementary School to continue to use the park to walk to and from school. Both park entrances have been chained and locked and is no longer open to the public. Staff is continuing to water the shrubbery but the water to the grass has been turned off. The dog park fencing and equipment is scheduled to be removed and put in storage by the end of the month.

Water usage will be very light and will be paid from the Park Closure budget approved in the FY 2011-12 budget.

Submitted by:

Approved by:

\_\_\_\_\_  
Gary Nordquist  
Assistant City Manager

\_\_\_\_\_  
Frank Oviedo  
City Manager

# **Attachment**

# **A**

revexpbyfund

Pre Year End Close

Periods: 0 through 14

## City of Wildomar----Parks

Fiscal Year: 2011 Through Period: 14

	2011 Budget	Year-To-Date Actual	Balance	YTD % of Budget
<b>FUND: 250 LMD 2006-1</b>				
<b>REVENUES</b>				
250-3550 Special Assessment	68,000.00	3,214.05	64,785.95	4.73
250-3851 Save Our Park Donation	21,000.00	18,402.93	2,597.07	87.63
<b>TOTAL REVENUES</b>	<b>89,000.00</b>	<b>21,616.98</b>	<b>67,383.02</b>	<b>24.29</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
250-410-4610-52010 Office Supplies	400.00	(653.47)	1,053.47	(163.37)
250-410-4610-52020 Legal Notices	1,400.00	1,130.54	269.46	80.75
250-410-4610-52115 Contractual Services	21,200.00	18,577.50	2,622.50	87.63
250-410-4610-52116 Professional Services	18,000.00	17,070.30	929.70	94.84
250-410-4610-52117 Legal Services	53,000.00	53,496.50	(496.50)	100.94
<b>Total Administration</b>	<b>94,000.00</b>	<b>89,621.37</b>	<b>4,378.63</b>	<b>95%</b>
<b>Marna Obrien Park</b>				
250-410-4611-52010 Office Supplies	9,000.00	5,001.60	3,998.40	55.57
250-410-4611-52115 Contractual Services	50,000.00	55,365.28	(5,365.28)	110.73
250-410-4611-53020 Telephone	400.00	426.24	(26.24)	106.56
250-410-4611-53025 Electricity	20,000.00	23,569.81	(3,569.81)	117.85
250-410-4611-53026 Water	25,000.00	24,758.01	241.99	99.03
250-410-4611-53028 Communications	600.00	0.00	600.00	0.00
<b>Total Marna O'brien Park</b>	<b>105,000.00</b>	<b>109,120.94</b>	<b>(4,120.94)</b>	<b>104%</b>
<b>Heritage Park</b>				
250-410-4612-52010 Office Supplies	600.00	520.30	79.70	86.72
250-410-4612-52115 Contractual Services	21,900.00	19,428.46	2,471.54	88.71
250-410-4612-53025 Electricity	300.00	318.74	(18.74)	106.25
250-410-4612-53026 Water	9,000.00	5,342.10	3,657.90	59.36
<b>Total Heritage Park</b>	<b>31,800.00</b>	<b>25,609.60</b>	<b>6,190.40</b>	<b>81%</b>
<b>Windsong Park</b>				
250-410-4613-52010 Office Supplies	500.00	549.58	(49.58)	109.92
250-410-4613-52115 Contractual Services	15,000.00	16,713.84	(1,713.84)	111.43
250-410-4613-53025 Electricity	1,200.00	279.76	920.24	23.31
250-410-4613-53026 Water	10,000.00	7,846.00	2,154.00	78.46
<b>Total Windsong Park</b>	<b>26,700.00</b>	<b>25,389.18</b>	<b>1,310.82</b>	<b>95%</b>
<b>TOTAL EXPENDITURES</b>	<b>257,500.00</b>	<b>249,741.09</b>	<b>7,758.91</b>	<b>97%</b>
<b>EXCESS OF REVENUES OVER (EXPENDITURES)</b>	<b>(168,500.00)</b>	<b>(228,124.11)</b>	<b>59,624.11</b>	<b>135%</b>
<b>Fund Balance From Prior Year</b>	<b>144,671.00</b>	<b>144,671.00</b>		
<b>Remaining Fund Balance</b>	<b>(23,829.00)</b>	<b>(83,453.11)</b>		
<b>Potential Transfer from General Fund</b>	<b>\$ 23,829.00</b>	<b>\$ 83,453.11</b>		

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.2**  
**GENERAL BUSINESS**  
**Meeting Date: July 13, 2011**

---

**TO:** Mayor and City Council Members

**FROM:** Tim D’Zmura, Public Works Director  
Juan C. Perez, Director of Transportation, County of Riverside

**SUBJECT:** Landscaping and Lighting Maintenance District No. 89-1-Consolidated and Street Lighting Zones

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2011-25  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ORDERING PREPARATION OF THE ENGINEER'S REPORT REGARDING THE PROPOSED ASSESSMENTS TO BE LEVIED AND COLLECTED FOR FISCAL YEAR 2011-12 WITHIN ZONES 3 (LOCATIONS 7, 23, 24, 25, 29, 35, 42, 43, 45, 47, 49, AND 53), 29 (LOCATION 2), 30 (LOCATIONS 1 AND 2), 42, 51, 52, 59, 62, 67, 71, AND 90, AND STREET LIGHTING ZONES 18, 26, 27, 35, 50, 70, 71, 73, AND 88 OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED

2. Adopt a Resolution entitled:

RESOLUTION NO. 2011-26  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN ZONES 3 (LOCATIONS 7, 23, 24, 25, 29, 35, 42, 43, 45, 47, 49, AND 53), 29 (LOCATION 2), 30 (LOCATIONS 1 AND 2), 42, 51, 52, 59, 62, 67, 71, AND 90, AND STREET LIGHTING ZONES 18, 26, 27, 35, 50, 70, 71, 73, AND 88 OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED FOR FISCAL YEAR 2011-12, SETTING THE TIME AND PLACE OF THE PUBLIC HEARING ON THE ANNUAL ASSESSMENT AND ORDERING NOTICE OF THE PUBLIC HEARING TO BE GIVEN CONSISTENT WITH THE LANDSCAPING AND LIGHTING ACT OF 1972

**BACKGROUND:**

Landscaping and Lighting Maintenance District No. 89-1-Consolidated (District) maintains and services 31 locations throughout the City of Wildomar. The District contains 11 separate zones of benefits and 9 street lighting zones of benefits as described in Attachment A. The annual budget for fiscal year 2011-12 totals \$296,825.

**FISCAL IMPACTS:**

As a matter of urgency this item must appear on the July 13, 2011 City Council agenda in order to set the July 27, 2011 public hearing; failure to do so will result in loss of District revenue for FY 2011-12 for the maintenance of landscaping, trails, fencing, fossil filters and streetlights within certain areas of the City of Wildomar.

Adoption of these resolutions will allow the City of Wildomar to collect sufficient funds to meet its maintenance obligation for this Landscape and Lighting Maintenance District.

Submitted by:

Approved by:

---

Tim D’Zmura  
Public Works Director

---

Frank Oviedo  
City Manager

**ATTACHMENTS:**

Attachment A  
Resolution No. 2011-25  
Resolution No. 2011-26

The City of Wildomar Landscaping and Lighting Maintenance District No. 89-1 Consolidated (L&LMD No. 89-1-C) contains 11 separate zones of benefits and 9 street lighting zones of benefits:

- Zone 3 Location 7 – is located on Grand Ave
  - Zone 3 Location 23 – is located on Palomar St and South Pasadena St
  - Zone 3 Location 24 – is located on Lemon St
  - Zone 3 Location 25 – is located on La Estrella St and Porras Rd
  - Zone 3 Location 29 – is located on Catt Rd, Charles St, and Palomar St
  - Zone 3 Location 35 – is located on Clinton Keith Rd
  - Zone 3 Location 42 – is located on Catt Rd
  - Zone 3 Location 43 – is located on Palomar St
  - Zone 3 Location 45 – is located on La Estrella Rd
  - Zone 3 Location 47 – is located on Catt Rd
  - Zone 3 Location 49 – is located on Grand Ave and South Pasadena St
  - Zone 3 Location 53 – is located on Canyon Dr and Dorof Ct
  - Zone 29 Location 2 – is located on Grand Ave
  - Zone 30 Location 1 – is located on Catt Rd and Palomar St
  - Zone 30 Location 2 – is located on Palomar St
  - Zone 42 – is located on Clinton Keith Rd, La Estrella St, Loring Rd, and Smith Ranch Rd
  - Zone 51 – is located on Palomar St and South Pasadena St
  - Zone 52 – is located on Grand Ave
  - Zone 59 – is located on Kevin Rd and Prielipp Rd
  - Zone 62 – is located on Palomar St
  - Zone 67 – is located on Catt Rd, Ketchum Dr, and Seattle Ridge Rd
  - Zone 71 – is located on Elm St and Grand Ave
  - Zone 90 – is located on McVicar St and Palomar St
- 
- Street Lighting Zone 18 – is located on Bundy Canyon Rd
  - Street Lighting Zone 26 – is located on Catt Rd and Hidden Springs Rd
  - Street Lighting Zone 27 – is located on Clinton Keith Rd and Elizabeth Ln
  - Street Lighting Zone 35 – is located on Frederick St
  - Street Lighting Zone 50 – is located on Clinton Keith Rd
  - Street Lighting Zone 70 – is located on Clinton Keith Rd and Hidden Springs Rd
  - Street Lighting Zone 71 – is located on Prielipp Rd
  - Street Lighting Zone 73 – is located on Clinton Keith Rd and Palomar St
  - Street Lighting Zone 88 – is located on Clinton Keith Rd and Hidden Springs Rd

**Zone 3**

For fiscal year 2011-12, there is no proposed increase in the assessment for Zone 3. The proposed assessment for fiscal year 2011-12 for Zone 3 of the District is \$77.68 per parcel and there are 1,390 parcels.

Zone 3 was established 13 years ago with an assessment of \$77.68 per parcel per year and did not establish an inflation factor. The proposed budget for fiscal year 2011-12 is \$107,975.

**Zone 29**

For fiscal year 2011-12, there is a proposed three percent (3%) inflationary increase in the assessment for Zone 29. The proposed assessment for fiscal year 2011-12 for Zone 29 of the District is \$82.00 per parcel , based on the cumulative percentage increase in the CPI-U from March 2010 through March

2011, and is consistent with ballot proposition approved by the qualified electors when establishing said zone, and there are 10 parcels.

Zone 29 was established 8 years ago with an assessment of \$70.00 per parcel per year. The proposed budget for fiscal year 2011-12 is \$820.

### **Zone 30**

For fiscal year 2011-12, there is a proposed three percent (3%) inflationary increase in the assessment for Zone 30. The proposed assessment for fiscal year 2011-12 for Zone 30 of the District is \$163.98 per parcel , based on the cumulative percentage increase in the CPI-U from March 2010 through March 2011, and is consistent with ballot proposition approved by the qualified electors when establishing said zone, and there are 164 parcels.

Zone 30 was established 8 years ago with an assessment of \$138.18 per parcel per year. The proposed budget for fiscal year 2011-12 is \$26,893.

### **Zone 42**

For fiscal year 2011-12, there is a proposed three percent (3%) inflationary increase in the assessment for Zone 42. The proposed assessment for fiscal year 2011-12 for Zone 42 of the District is \$152.76 per parcel , based on the cumulative percentage increase in the CPI-U from March 2010 through March 2011, and is consistent with ballot proposition approved by the qualified electors when establishing said zone, and there are 187 parcels.

Zone 42 was established 6 years ago with an assessment of \$132.98 per parcel per year. The proposed budget for fiscal year 2011-12 is \$28,566.

### **Zone 51**

For fiscal year 2011-12, there is a proposed three percent (3%) inflationary increase in the assessment for Zone 51. The proposed assessment for fiscal year 2011-12 for Zone 51 of the District is \$110.68 per parcel , based on the cumulative percentage increase in the CPI-U from March 2010 through March 2011, and is consistent with ballot proposition approved by the qualified electors when establishing said zone, and there are 61 parcels.

Zone 51 was established 6 years ago with an assessment of \$100.00 per parcel per year. The proposed budget for fiscal year 2011-12 is \$6,751.

### **Zone 52**

For fiscal year 2011-12, there is a proposed three percent (3%) inflationary increase in the assessment for Zone 52. The proposed assessment for fiscal year 2011-12 for Zone 52 of the District is \$599.42 per parcel , based on the cumulative percentage increase in the CPI-U from March 2010 through March 2011, and is consistent with ballot proposition approved by the qualified electors when establishing said zone, and there are 91 parcels.

Zone 52 was established 4 years ago with an assessment of \$541.52 per parcel per year. The proposed budget for fiscal year 2011-12 is \$54,547.

**Zone 59**

For fiscal year 2011-12, there is a proposed three percent (3%) inflationary increase in the assessment for Zone 59. The proposed assessment for fiscal year 2011-12 for Zone 59 of the District is \$331.74 per acre. The actual rate property owners pay is based on the parcel size, based on the cumulative percentage increase in the CPI-U from March 2010 through March 2011, and is consistent with ballot proposition approved by the qualified electors when establishing said zone, and there are 4 parcels.

Zone 59 was established 5 years ago with an assessment of \$299.70 per acre per year. The proposed budget for fiscal year 2011-12 is \$4,266.

**Zone 62**

For fiscal year 2011-12, there is a proposed three percent (3%) inflationary increase in the assessment for Zone 62. The proposed assessment for fiscal year 2011-12 for Zone 62 of the District is \$128.96 per parcel, based on the cumulative percentage increase in the CPI-U from March 2010 through March 2011, and is consistent with ballot proposition approved by the qualified electors when establishing said zone, and there are 116 parcels.

Zone 62 was established 5 years ago with an assessment of \$125.20 per parcel per year. The proposed budget for fiscal year 2011-12 is \$14,959.

**Zone 67**

For fiscal year 2011-12, there is a proposed three percent (3%) inflationary increase in the assessment for Zone 67. The proposed assessment for fiscal year 2011-12 for Zone 67 of the District is \$142.80 per parcel, based on the cumulative percentage increase in the CPI-U from March 2010 through March 2011, and is consistent with ballot proposition approved by the qualified electors when establishing said zone, and there are 44 parcels.

Zone 67 was established 5 years ago with an assessment of \$138.64 per parcel per year. The proposed budget for fiscal year 2011-12 is \$6,283.

**Zone 71**

For fiscal year 2011-12, there is a proposed three percent (3%) inflationary increase in the assessment for Zone 71. The proposed assessment for fiscal year 2011-12 for Zone 71 of the District is \$63.14 per parcel, based on the cumulative percentage increase in the CPI-U from March 2010 through March 2011, and is consistent with ballot proposition approved by the qualified electors when establishing said zone, and there are 142 parcels.

Zone 71 was established 5 years ago with an assessment of \$57.04 per parcel per year. The proposed budget for fiscal year 2011-12 is \$8,966.

**Zone 90**

For fiscal year 2011-12, there is a proposed three percent (3%) inflationary increase in the assessment for Zone 90. The proposed assessment for fiscal year 2011-12 for Zone 90 of the District is \$306.88 per parcel, based on the cumulative percentage increase in the CPI-U from March 2010 through March 2011, and is consistent with ballot proposition approved by the qualified electors when establishing said zone, and there are 101 parcels.

Zone 90 was established 2 years ago with an assessment of \$297.94 per parcel per year. The proposed budget for fiscal year 2011-12 is \$30,995.

### **Street Lighting Zone 18**

For fiscal year 2011-12, there is a proposed two percent (2%) inflationary increase in the assessment for Street Lighting Zone 18 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2011-12 for Street Lighting Zone 18 of the District is \$678.12 per parcel and there is 1 parcel.

Street Lighting Zone 18 was established 7 years ago with an assessment of \$664.82 per parcel per year. The proposed budget for fiscal year 2011-12 is \$678.

### **Street Lighting Zone 26**

For fiscal year 2011-12, there is a proposed two percent (2%) inflationary increase in the assessment for Street Lighting Zone 26 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2011-12 for Street Lighting Zone 26 of the District is \$96.70 per acre and there are 8 parcels, which aggregates to 9.77 acre(s).

Street Lighting Zone 26 was established 6 years ago with an assessment of \$94.80 per acre per year. The proposed budget for fiscal year 2011-12 is \$945.

### **Street Lighting Zone 27**

For fiscal year 2011-12, there is a proposed two percent (2%) inflationary increase in the assessment for Street Lighting Zone 27 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2011-12 for Street Lighting Zone 27 of the District is \$122.96 per acre and there is 1 parcel, which aggregates to 8.67 acre(s).

Street Lighting Zone 27 was established 7 years ago with an assessment of \$120.56 per acre per year. The proposed budget for fiscal year 2011-12 is \$1,066.

### **Street Lighting Zone 35**

For fiscal year 2011-12, there is a proposed two percent (2%) inflationary increase in the assessment for Street Lighting Zone 35 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2011-12 for Street Lighting Zone 35 of the District is \$43.14 per acre and there are 20 parcels, which aggregates to 4.07 acre(s).

Street Lighting Zone 35 was established 6 years ago with an assessment of \$42.30 per acre per year. The proposed budget for fiscal year 2011-12 is \$176.

### **Street Lighting Zone 50**

For fiscal year 2011-12, there is a proposed two percent (2%) inflationary increase in the assessment for Street Lighting Zone 50 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2011-12 for Street

Lighting Zone 50 of the District is \$34.96 per acre and there is 1 parcel, which aggregates to 7.12 acre(s).

Street Lighting Zone 50 was established 5 years ago with an assessment of \$34.28 per acre per year. The proposed budget for fiscal year 2011-12 is \$249.

### **Street Lighting Zone 70**

For fiscal year 2011-12, there is a proposed two percent (2%) inflationary increase in the assessment for Street Lighting Zone 70 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2011-12 for Street Lighting Zone 70 of the District is \$245.52 per acre and there are 4 parcels, which aggregates to 4.18 acre(s).

Street Lighting Zone 70 was established 4 years ago with an assessment of \$240.72 per acre per year. The proposed budget for fiscal year 2011-12 is \$1,026.

### **Street Lighting Zone 71**

For fiscal year 2011-12, there is a proposed two percent (2%) inflationary increase in the assessment for Street Lighting Zone 71 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2011-12 for Street Lighting Zone 71 of the District is \$27.18 per acre and there are 4 parcels, which aggregates to 12.86 acre(s).

Street Lighting Zone 71 was established 4 years ago with an assessment of \$26.66 per acre per year. The proposed budget for fiscal year 2011-12 is \$350.

### **Street Lighting Zone 73**

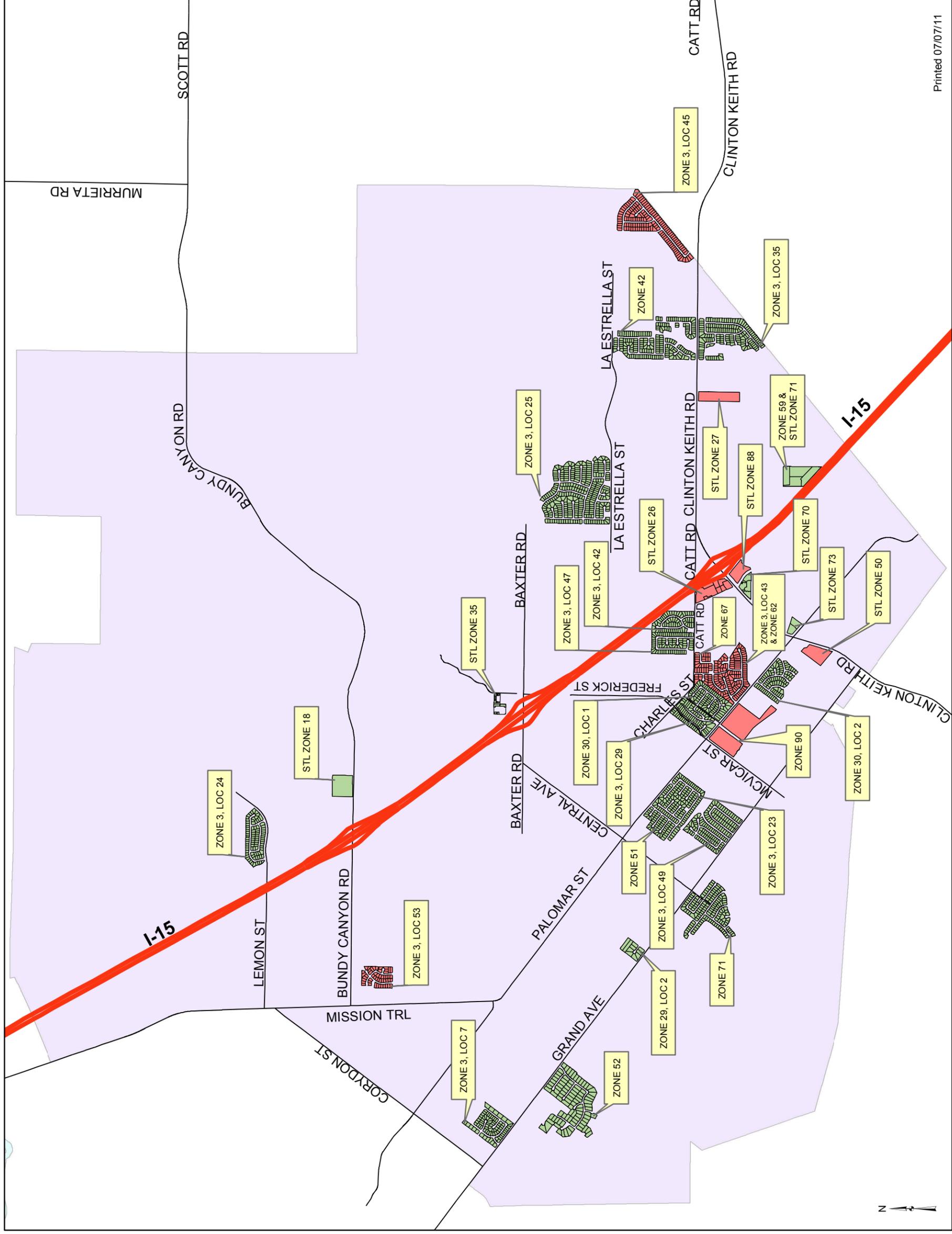
For fiscal year 2011-12, there is a proposed two percent (2%) inflationary increase in the assessment for Street Lighting Zone 73 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2011-12 for Street Lighting Zone 73 of the District is \$223.42 per acre and there are 2 parcels, which aggregates to 3.02 acre(s).

Street Lighting Zone 73 was established 4 years ago with an assessment of \$219.04 per acre per year. The proposed budget for fiscal year 2011-12 is \$675.

### **Street Lighting Zone 88**

For fiscal year 2011-12, there is a proposed two percent (2%) inflationary increase in the assessment for Street Lighting Zone 88 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2011-12 for Street Lighting Zone 88 of the District is \$132.82 per acre and there is 1 parcel, which aggregates to 4.81 acre(s).

Street Lighting Zone 88 was established 2 years ago with an assessment of \$130.22 per acre per year. The proposed budget for fiscal year 2011-12 is \$639.



**Legend Colors**

- Denotes Maintained Zone
- Denote Non-Maintained Zone

**L&LMD ZONES**

- STL ZONE 18
- STL ZONE 26
- STL ZONE 27
- STL ZONE 35
- STL ZONE 50
- STL ZONE 70
- STL ZONE 71
- STL ZONE 73
- STL ZONE 88
- ZONE 3, LOC 7
- ZONE 3, LOC 23
- ZONE 3, LOC 24
- ZONE 3, LOC 25
- ZONE 3, LOC 29
- ZONE 3, LOC 35
- ZONE 3, LOC 42
- ZONE 3, LOC 43
- ZONE 3, LOC 45
- ZONE 3, LOC 47
- ZONE 3, LOC 49
- ZONE 3, LOC 53
- ZONE 29, LOC 2
- ZONE 30, LOC 1
- ZONE 30, LOC 2
- ZONE 42
- ZONE 51
- ZONE 52
- ZONE 59
- ZONE 62
- ZONE 67
- ZONE 71
- ZONE 90

**RESOLUTION NO. 2011 - 25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING PREPARATION OF ENGINEER'S REPORT REGARDING PROPOSED ASSESSMENTS TO BE LEVIED AND COLLECTED FOR FISCAL YEAR 2011-12 WITHIN ZONES 3, 29, 30, 42, 51, 52, 59, 62, 67, 71 AND 90; AND STREET LIGHTING ZONES 18, 26, 27, 35, 50, 70, 71, 73, AND 88 OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE CITY OF WILDOMAR PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972**

**WHEREAS**, the City Council (hereinafter the "City Council") of the City of Wildomar (hereinafter the "City") has conducted proceedings for and has established Landscaping and Lighting Maintenance District No. 89-1-Consolidated of the City of Wildomar, County of Riverside, State of California (hereinafter "L&LMD No. 89-1-C") pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code (hereinafter the "Streets and Highways Code"); for the installation and planting of landscaping; the installation of multi-purpose trails; the installation of fencing; the installation of fossil filters; the installation of irrigation or electrical facilities; and the maintenance and servicing of such landscaping, multi-purpose trails, fencing, and fossil filter improvements; and the provision of electricity for streetlights within the public rights-of-way; and

**WHEREAS**, L&LMD No. 89-1-C presently consists of 11 Landscaping Zones (hereinafter "Zone 3", "Zone 29", "Zone 30", "Zone 42", "Zone 51", "Zone 52", "Zone 59", "Zone 62", "Zone 67", "Zone 71", and "Zone 90" and, collectively "Zones"); and 9 Street Lighting Zones (hereinafter "Street Lighting Zone 18", "Street Lighting Zone 26", "Street Lighting Zone 27", "Street Lighting Zone 35", "Street Lighting Zone 50", "Street Lighting Zone 70", "Street Lighting Zone 71", "Street Lighting Zone 73" and "Street Lighting Zone 88" and, collectively "Street Lighting Zones"); and

**WHEREAS**, it is necessary that the City Council adopt a resolution pursuant to Section 22622 of the Streets and Highways Code, ordering the preparation and filing of an Engineer's Report (hereinafter the "Report") in accordance with Article 4 (commencing with Section 22565) of the Streets and Highways Code with regard to the assessments which are proposed to be levied on assessable lots and parcels of land within Zones 3, 29, 30, 42, 51, 52, 59, 62, 67, 71 and 90; and Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73, and 88 of L&LMD No. 89-1-C for the 2011-12 fiscal year.

**NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED** by the City Council of the City of Wildomar assembled in regular session on July 13, 2011 as follows:

**SECTION 1** Improvements.

The improvements authorized for Zones 3, 29, 30, 42, 51, 52, 67, 71 and 90 of L&LMD No. 89-1-C are:

- (a) The installation and planting of landscaping, including trees, shrubs, grass and other ornamental vegetation; and,
- (b) The installation of irrigation and electrical facilities; and
- (c) The maintenance or servicing of any of the foregoing.

In addition, Zones 29, 30, 51, 52, and 90 are authorized to provide the following:

- (a) Weed abatement and debris clean-up of multi-purpose trails;
- (b) Maintenance, repair and/or replacement of fencing.

In addition, Zones 52, 67, and 90 are authorized to provide the following:

- (a) Maintenance, repair and/or replacement of fossil filters within catch basins within the public right-of-way including incidental costs and expenses.

**SECTION 2** Improvements.

The improvements authorized for Zones 59 and 62 are:

- (a) Maintenance, repair and/or replacement of fossil filters within catch basins within the public right-of-way including incidental costs and expenses.

In addition, Zone 59 is authorized to provide the following:

- (a) Provision of electricity to all streetlights within the public right-of-ways including incidental costs and expenses.

In addition, Zone 62 is authorized to provide the following:

- (a) Weed abatement and debris clean-up of multi-purpose trails.

**SECTION 3** Improvements.

The improvements authorized for Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73 and 88 of L&LMD No. 89-1-C are:

- (a) Provision of electricity to all streetlights within the public right-of-ways including incidental costs and expenses.

**SECTION 4** Report.

The Director of the Riverside County Transportation Department acting on behalf of the City, or his designee, is hereby designated Engineer (hereinafter the "Engineer") and is ordered to prepare and file with the City Clerk the Report with regard to the assessments proposed to be levied on assessable lots and parcels

of land within Zones 3, 29, 30, 42, 51, 52, 59, 62, 67, 71 and 90; and Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73 and 88 of L&LMD No. 89-1-C to pay the costs of the maintenance and servicing of landscaping improvements, multi-purpose trails, fencing, fossil filters, and provision of electricity for streetlights for the 2011-12 fiscal year, pursuant to Sections 22565 through 22574 of the Streets and Highways Code.

**PASSED, APPROVED, AND ADOPTED** this 13th day of July, 2011.

---

Marsha Swanson  
Mayor

APPROVED AS TO FORM:

ATTEST:

---

Julie Hayward Biggs  
City Attorney

---

Debbie A. Lee, CMC  
City Clerk

**RESOLUTION NO. 2011-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN ZONES 3, 29, 30, 42, 51, 52, 59, 62, 67, 71 AND 90; AND STREET LIGHTING ZONES 18, 26, 27, 35, 50, 70, 71, 73 AND 88 OF THE LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED OF THE CITY OF WILDOMAR PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE MAINTENANCE AND SERVICING OF LANDSCAPING, MULTI-PURPOSE TRAILS, FENCING, FOSSIL FILTERS AND STREETLIGHTS FOR FISCAL YEAR 2011-12; AND GIVING NOTICE OF AND SETTING THE TIME AND PLACE OF THE PUBLIC HEARING ON THE ANNUAL ASSESSMENT AND ORDERING NOTICE OF THE PUBLIC HEARING TO BE PUBLISHED; AND AUTHORIZE THE COUNTY OF RIVERSIDE TO ADMINISTER THE LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED BUDGET FOR FISCAL YEAR 2011-12**

WHEREAS, the City Council (hereinafter the "City Council") of the City of Wildomar (hereinafter the "City") has conducted proceedings for and has established Landscaping and Lighting Maintenance District No. 89-1-Consolidated of the City of Wildomar, County of Riverside, State of California (hereinafter "L&LMD No. 89-1-C") pursuant to the Landscaping and Lighting Act of 1972, which is Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code (hereinafter the "Streets and Highways Code"), for the installation and planting of landscaping; the installation of multi-purpose trails; the installation of fencing; the installation of fossil filters; the installation of irrigation or electrical facilities; the maintenance and servicing of such landscaping, multi-purpose trails, fencing, fossil filters and irrigation or electrical improvements; and the provision of electricity to streetlights within the public rights-of-way; and

WHEREAS, as ordered by the City Council, its Designee has filed with the City Clerk an Engineer's Report (hereinafter the "Report") regarding the assessments to be levied and collected within 11 Landscaping Zones (hereinafter "Zone 3", "Zone 29", "Zone 30", "Zone 42", "Zone 51", "Zone 52", "Zone 59", "Zone 62", "Zone 67", "Zone 71", "Zone 90" and, collectively "Zones"); and 8 Street Lighting Zones (hereinafter "Street Lighting Zone 18", "Street Lighting Zone 26", "Street Lighting Zone 27", "Street Lighting Zone 35", "Street Lighting Zone 50", "Street Lighting Zone 70", "Street Lighting Zone 71", "Street Lighting Zone 73" and "Street Lighting Zone 88" and, collectively "Street Lighting Zones") of L&LMD No. 89-1-C for fiscal year 2011-12 to pay the costs of maintenance services and improvements as identified in the preceding recital, and the Report has been presented to and considered by the City Council; and

WHEREAS, the Report filed with the City Clerk states that the assessments to be levied in the respective Zones and Street Lighting Zones for fiscal year 2011-12 are in an amount that is the same as levied in fiscal year 2010-11, or increased by two percent (2%) more than the assessments levied for fiscal year 2010-11, or increased by three percent (3%) more than the assessments levied in fiscal year 2010-11 (based on the cumulative percentage increase in the CPI-U from March 2010 through March 2011), and are consistent with the terms of the ballot proposition approving the annexation of each zone; and

WHEREAS, it is necessary that the City Council adopt a resolution of intention pursuant to Section 22624 of the Streets and Highways Code, which fixes and gives notice, pursuant to Section 22626(a) of the Streets and Highways Code, of the time and place of a public hearing on said Report and the annual assessments for fiscal year 2011-12;

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the City Council of the City of Wildomar in regular session assembled on July 13, 2011 as follows:

SECTION 1 Findings: The City Council, after reviewing the Report, finds that:

- (a) The foregoing recitals are true and correct: The Report for Zones 3, 29, 30, 42, 51, 52, 59, 62, 67, 71, and 90; and Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73, and 88 of L&LMD No. 89-1-C contains all matters required by Section 22565 through 22574 of the Streets and Highways Code and may, therefore, be approved by the City Council; and
- (b) The 2011-12 fiscal year assessment within Zone 3 of L&LMD No. 89-1-C is \$77.68 per parcel; and within Zone 29 of L&LMD No. 89-1-C is \$82.00 per parcel; and within Zone 30 of L&LMD No. 89-1-C is \$163.98 per parcel; and within Zone 42 of L&LMD No. 89-1-C is \$152.76 per parcel; and within Zone 51 of L&LMD No. 89-1-C is \$110.68 per parcel; and within Zone 52 of L&LMD No. 89-1-C is \$599.42 per parcel; and within Zone 59 of L&LMD No. 89-1-C is \$331.74 per acre; and within Zone 62 of L&LMD No. 89-1-C is \$128.96 per parcel; and within Zone 67 of L&LMD No. 89-1-C is \$142.80 per parcel; and within Zone 71 of L&LMD No. 89-1-C is \$63.14 per parcel; and within Zone 90 of L&LMD No. 89-1-C is \$306.88 per parcel; and within Street Lighting Zone 18 of L&LMD No. 89-1-C is \$678.12 per parcel; and within Street Lighting Zone 26 of L&LMD No. 89-1-C is \$96.70 per acre; and within Street Lighting Zone 27 of L&LMD No. 89-1-C is \$122.96 per acre; and within Street Lighting Zone 35 of L&LMD No. 89-1-C is \$43.14 per acre; and within Street Lighting Zone 50 of L&LMD No. 89-1-C is \$34.96 per acre; and within Street Lighting Zone 70 of L&LMD No. 89-1-C is \$245.52 per acre; and within Street Lighting Zone 71 of L&LMD No.

89-1-C is \$27.18 per acre; and within Street Lighting Zone 73 of L&LMD No. 89-1-C is \$223.42 per acre; and within Street Lighting Zone 88 of L&LMD No. 89-1-C is \$132.82 per acre. The Report proposes no increase in the assessment per parcel in Zone 3, over the assessment levied for fiscal year 2010-11. The Report proposes a two percent (2%) inflationary increase, in the assessment per acre or per parcel as applicable in Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73 and 88, over the assessment levied for fiscal year 2010-11 and is consistent with ballot proposition approved by the qualified electors when establishing said zones. The Report proposes a three percent (3%) inflationary increase per acre or per parcel as applicable, in Zones 29, 30, 42, 51, 52, 59, 62, 67, 71, and 90, over the assessment levied for fiscal year 2010-11, based on the cumulative percentage increase in the CPI-U from March 2010 through March 2011, and is consistent with ballot proposition approved by the qualified electors when establishing said zones.

SECTION 2 Intent: The City Council declares that it intends to levy assessments on all lots and parcels of assessable land within Zones 3, 29, 30, 42, 51, 52, 59, 62, 67, 71, and 90; and Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73 and 88 of L&LMD No. 89-1-C. There are no parcels or lots within said zones that are owned by a federal or state governmental agency or another local agency. The assessments will be collected at the same time and in the same manner as property taxes are collected, and all laws providing for the collection and enforcement of property taxes shall apply to the collection and enforcement of the assessments.

SECTION 3 Description of Services and Improvements to be Provided. The maintenance service and improvements authorized within Zones 3, 29, 30, 42, 51, 52, 59, 62, 67, 71, and 90; and Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73, and 88 of L&LMD No. 89-1-C are:

- (a) The installation and planting of landscaping, including trees, shrubs, grass and other ornamental vegetation;
- (b) The installation of multi-purpose trails;
- (c) The installation of fencing;
- (d) The installation of fossil filters;
- (e) The installation of irrigation or electrical facilities;
- (f) The maintenance or servicing of any of the foregoing; and
- (g) The provision of electricity to streetlights within the public rights-of-way.

SECTION 4 Improvements. The improvements authorized for Zones 3, 29, 30, 42, 51, 52, 67, 71, and 90 of L&LMD No. 89-1-C are:

- (a) The installation and planting of landscaping, including trees,

- shrubs, grass and other ornamental vegetation; and,
- (b) The installation of irrigation and electrical facilities; and,
- (c) The maintenance or servicing of any of the foregoing.

In addition, Zones 29, 30, 51, 52, and 90 are authorized to provide the following:

- (a) Weed abatement and debris clean-up of multi-purpose trails;
- (b) Maintenance, repair and/or replacement of fencing.

In addition, Zones 52, 67 and 90 are authorized to provide the following:

- (a) Maintenance, repair and/or replacement of fossil filters within catch basins within the public right-of-way including incidental costs and expenses.

SECTION 5 Improvements. The improvements authorized for Zones 59 and 62 are:

- (a) Maintenance, repair and/or replacement of fossil filters within catch basins within the public right-of-way including incidental costs and expenses.

In addition, Zone 59 is authorized to provide the following:

- (a) Provision of electricity to all streetlights within the public right-of-ways including incidental costs and expenses.

In addition, Zone 62 is authorized to provide the following:

- (a) Weed abatement and debris clean-up of multi-purpose trails.

SECTION 6 Improvements. The improvements authorized for Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73 and 88 of L&LMD No. 89-1-C are:

- (a) Provision of electricity to all streetlights within the public right-of-ways including incidental costs and expenses.

SECTION 7 The District. The district is identified as “Landscaping and Lighting Maintenance District No. 89-1-Consolidated of the City of Wildomar, County of Riverside, State of California”. The boundaries of Zones 3, 29, 30, 42, 51, 52, 59, 62, 67, 71, and 90; and Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73, and 88 of L&LMD No. 89-1-C are located within the City of Wildomar and are described and shown in the Report.

SECTION 8 Report. The Report, which is on file with the City Clerk and which has been presented to the City Council, is hereby approved. Reference is made to the Report for a full and detailed description of the improvements, the boundaries of the District, and any zones therein, and the annual assessments to be levied upon assessable lots and parcels within Zones 3, 29, 30, 42, 51, 52, 59, 62, 67, 71 and 90; and Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73 and 88 of L&LMD No. 89-1-C.

SECTION 9. Public Hearing. A Public Hearing will be held on July 27, 2011, at 7:00 p.m. at the meeting room of the City Council of the City of Wildomar at Wildomar City Hall, 23873 Clinton Keith Rd Suite 201, Wildomar, CA 92595 regarding the Report and the proposed assessments to be levied for fiscal year

2011-12 within Zones 3, 29, 30, 42, 51, 52, 59, 62, 67, 71, and 90; and Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73 and 88 of L&LMD No. 89-1-C.

SECTION 10 Information: Any property owner desiring additional information regarding Zones 3, 29, 30, 42, 51, 52, 59, 62, 67, 71, and 90; and Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73 and 88 of L&LMD No. 89-1-C, the Report, or the proposed assessments shall contact Ms. Joan Pickering, Engineering Technician II Riverside County Transportation Department, at 4080 Lemon Street, 8th Floor, Riverside, California, or by telephone at 951-955-6748.

SECTION 11 Notice of the Public Hearing: Notices of the public hearing shall be given consistent with Section 22626(a) of the Streets and Highways Code. The notice of the public hearing shall be given by publication in The Press Enterprise of a certified copy of this Resolution once at least ten (10) days prior to July 27, 2011. Said publication of this Resolution is to be effected by the City Clerk of the City of Wildomar.

SECTION 12 Authorization: The City Council authorizes the County to act as the City's agent to administer the revenue/expenditures and budget for L&LMD No. 89-1-C for fiscal year 2011-12.

SECTION 13 Effective Date: This Resolution shall take effect from and after its date of adoption.

PASSED, APPROVED, AND ADOPTED this 13th day of July, 2011.

---

Marsha Swanson  
Mayor

APPROVED AS TO FORM:

ATTEST:

---

Julie Hayward Biggs  
City Attorney

---

Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR – CITY COUNCIL**

**Agenda Item #3.3**

**GENERAL BUSINESS**

**Meeting Date: July 13, 2011**

---

**TO:** Mayor and City Council Members

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

**SUBJECT:** Agreement for Professional Services between the County of Riverside, Transportation and Land Management Agency (TLMA) and the City of Wildomar

**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 CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE, TRANSPORTATION AND LAND MANAGEMENT AGENCY AND THE CITY OF WILDOMAR

**BACKGROUND:**

Prior to incorporation, the County of Riverside performed all services related to code enforcement, environmental programs, planning, private development plan review and entitlements, building and safety code compliance plan review and inspections, geographic information systems, capital projects delivery, and public works maintenance and operations throughout the Wildomar Community.

For the past three years, the City of Wildomar has been performing most of the services previously performed by TLMA including code enforcement, planning, development plan review and entitlement, building and safety plan review and inspections, GIS, public works maintenance, capital project management, and traffic engineering services.

The purpose of the Professional Services Agreement is to provide for the continuation of TLMA services which staff believes would be beneficial and cost effective for the City of Wildomar. These services include:

- Geology
- Archeology
- Special Enforcement Team (SET) Code Enforcement
- Landscape Maintenance District Administration

In addition, the Professional Services Agreement includes additional services requested by the City of Wildomar to increase our capacity to provide necessary service to the Community. All services provided by this agreement will be performed on a request basis, Riverside County will only perform services as requested by the City. All work will be performed under the direction of the City, staff and costs will be based upon the hourly rates stated in the Agreement.

**FISCAL IMPACTS:**

Services requested by the City will be funded within the City's adopted budget.

Submitted by:

Approved by:

---

Tim D'Zmura  
Director of Public Works

---

Frank Oviedo  
City Manager

**ATTACHMENTS:**

1. Agreement
2. Resolution No. 2011 - \_\_\_\_\_

# **ATTACHMENT 1**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE COUNTY OF RIVERSIDE  
AND THE CITY OF WILDOMAR**

The County of Riverside, California (hereinafter "COUNTY"), and the City of Wildomar, California (hereinafter "CITY"), hereby agree as follows:

**RECITALS**

- A. CITY desires that the following COUNTY departments within the Transportation & Land Management Agency (hereinafter "TLMA") provide, upon request, certain professional services for CITY: the Planning Department, including the Environmental Programs Division and the Transportation Department.
- B. Services by other COUNTY departments or agencies are not the subject of this Agreement.
- C. COUNTY and CITY desire to define the scope of the professional services to be provided and the terms and conditions pursuant to which COUNTY will provide the professional services.

NOW THEREFORE, the parties hereto mutually agree as follows:

**SECTION 1 - RECITALS INCORPORATED**

The foregoing recitals are incorporated herein and made a part of this Agreement by this reference.

**SECTION 2 - ADMINISTRATION**

The TLMA Director, or his designee, shall administer this Agreement on behalf of COUNTY (hereinafter "COUNTY'S contract administrator"). The CITY manager, or his designee, shall administer this Agreement on behalf of CITY (hereinafter "CITY'S contract administrator").

**SECTION 3 - SCOPE OF SERVICES**

1 Upon CITY'S request and COUNTY'S approval as set forth herein, COUNTY will provide the  
2 professional services described in Attachments A-1 through A-2 to this Agreement, as well as  
3 any other professional service if the parties mutually agree to such services and the cost of such  
4 services in writing (hereinafter "professional services"). COUNTY, or consultants under contract  
5 to COUNTY, if any, shall comply with all CITY codes, ordinances, resolutions, regulations and  
6 policies (hereinafter "City codes") in providing the professional services. COUNTY shall work  
7 directly with CITY and its staff in providing the professional services and COUNTY staff shall  
8 consult with CITY staff if CITY staff desires such consultation. COUNTY shall not be required to,  
9 and shall not, respond to any person or entity other than CITY concerning the professional  
10 services it provides. CITY shall be responsible for responding to all such persons or entities as  
11 set forth herein.

#### 12 13 SECTION 4 - REQUESTS FOR SERVICES

14 CITY may use any desired means or process to decide whether to request professional  
15 services. CITY may request professional services for a single project or a group or class of  
16 projects. CITY shall make all requests for professional services in writing and CITY'S contract  
17 administrator shall send such requests to COUNTY'S contract administrator. Before requesting  
18 professional services, CITY'S contract administrator may ask COUNTY'S contract administrator  
19 for a written estimate of the cost of the services and any established procedure COUNTY may  
20 have for providing the services (hereinafter "service delivery procedure").

#### 21 22 SECTION 5 - APPROVAL OF REQUESTS

23 If COUNTY agrees to provide the professional services requested, COUNTY'S contract  
24 administrator shall notify CITY'S contract administrator and the appropriate TLMA department in  
25 writing. The written notification to CITY shall include the service delivery procedure, if any.  
26 Services shall be provided in accordance with the service delivery procedure unless the parties  
27 mutually agree to a different procedure. Except as provided in Section 6. of this Agreement,  
28 COUNTY shall not provide professional services if the request for such services is not made and  
29

1 approved in the manner described above.  
2

3 **SECTION 6 - DANGEROUS CONDITION EXCEPTION**

4 Notwithstanding the provisions of Sections 4. and 5. of this Agreement, COUNTY is hereby  
5 authorized to immediately remedy any dangerous condition it encounters in the course of  
6 providing professional services, and CITY hereby agrees to pay the reasonable costs incurred  
7 by COUNTY for such remediation. For purposes of this Agreement, a dangerous condition shall  
8 be any condition that may result in imminent personal injury or property damage. If COUNTY  
9 encounters a dangerous condition, it shall immediately notify CITY'S contract administrator.  
10

11 **SECTION 7 - PERTINENT INFORMATION**

12 Once a request for professional services has been made and approved in the manner described  
13 above, CITY'S contract administrator shall promptly transmit to COUNTY'S contract  
14 administrator all pertinent information concerning the project or group or class of projects. Such  
15 information shall include, but not be limited to, CITY'S case file(s); CITY'S approvals; CITY'S  
16 codes; CITY'S General Plan; any applicable specific plans; and any reports relating to biology,  
17 cultural resources, paleontology or geology.  
18

19 **SECTION 8 – INSPECTION, REJECTION AND ACCEPTANCE OF SERVICES**

20 CITY may inspect COUNTY'S work performed pursuant to this Agreement while the work is  
21 being performed or after it has been completed. CITY may reject COUNTY'S work no later than  
22 thirty (30) days after the work has been completed by submitting to COUNTY'S contract  
23 administrator a written explanation of the reasons for the rejection. If CITY does not reject  
24 COUNTY'S work as provided above, CITY shall be deemed to have accepted COUNTY'S work.  
25 CITY'S acceptance shall be conclusive as to such work except with respect to latent defects,  
26 fraud and such gross mistakes as amount to fraud. CITY'S acceptance shall not constitute a  
27 waiver of any of the provisions of this Agreement including, but not limited to, the sections  
28 pertaining to indemnification and insurance.  
29

1  
2 SECTION 9 - PERSONNEL

3 In providing the professional services described in this Agreement, COUNTY and its staff shall  
4 be considered independent contractors and shall not be considered CITY employees for any  
5 purpose. COUNTY staff shall at all times be under COUNTY'S exclusive direction and control  
6 and shall be located at COUNTY facilities. Neither CITY, not its officials, officers, employees or  
7 agents, shall have control over the conduct of COUNTY or any of COUNTY'S officials, officers,  
8 employees, or agents except as set forth in this Agreement. COUNTY shall have no authority to  
9 bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or  
10 against CITY, whether by contract or otherwise, unless such authority is expressly conferred by  
11 this Agreement or is otherwise expressly conferred by CITY in writing. COUNTY shall not at any  
12 time or in any manner represent that COUNTY or any of COUNTY'S officials, officers,  
13 employees or agents are in any manner officials, officers, employees or agents of CITY.  
14 COUNTY shall pay all wages, salaries and other amounts due such personnel in connection with  
15 their provision of the professional services and as required by law. Neither COUNTY, nor any of  
16 COUNTY'S officials, officers, employees or agents, shall obtain any rights to retirement, health  
17 care or any other benefits which may otherwise accrue to CITY'S employees. COUNTY  
18 expressly waives any claim COUNTY may have to any such rights.

19  
20 SECTION 10 - VEHICLES

21 If CITY chooses to provide vehicles for COUNTY'S use in providing professional services, the  
22 vehicles shall meet COUNTY'S specifications, shall be adequately equipped and ready for  
23 service and shall be registered in the name of CITY. CITY-owned vehicles shall only be used for  
24 CITY-approved functions.

25  
26 SECTION 11 - COST OF SERVICES

27 Unless the parties have mutually agreed to a set fee for professional services in writing as  
28 provided in Section 3. of this Agreement, CITY shall pay COUNTY for all such services,  
29

1 including staff-to-staff consultations, at the hourly rates set forth in Attachment B to this  
2 Agreement. CITY shall pay COUNTY for each hour of services it provides, or each fraction of an  
3 hour billed at 1/10<sup>th</sup> increments, including any required travel time. CITY may request overtime  
4 hours at the hourly rates set forth in Attachment B, if overtime hours are offered by the  
5 appropriate COUNTY department. Notwithstanding the above, CITY shall pay COUNTY the full  
6 costs of producing any aerial photographs, aerial maps or satellite images for CITY. If CITY  
7 chooses to provide vehicles for COUNTY'S use, CITY shall also pay COUNTY the full costs of  
8 operating such vehicles, including, but not limited to, fuel, maintenance, and licensing costs.  
9 CITY shall not pay COUNTY for any professional services not described in Attachments A-1  
10 through A-2 to this Agreement, unless those services have been mutually agreed to in writing as  
11 provided in Section 3. of this Agreement.

12  
13 **SECTION 12 - BILLING**

14 COUNTY'S contract administrator shall submit to CITY'S contract administrator a monthly  
15 invoice which shall include an itemized accounting of all services performed and the cost  
16 thereof.

17  
18 **SECTION 13 - PAYMENTS**

19 CITY shall pay each monthly invoice within thirty (30) days of the date CITY'S contract  
20 administrator receives the invoice from COUNTY'S contract administrator. CITY may dispute  
21 any monthly invoice by submitting a written description of the dispute to COUNTY'S contract  
22 administrator within ten (10) days of the date CITY'S contract administrator receives the invoice  
23 from COUNTY'S contract administrator. CITY may defer the payment of any portion of the  
24 invoice in dispute until such time as the dispute is resolved; however, all portions of the invoice  
25 not in dispute must be paid within the thirty (30)-day period set forth herein.

26  
27 **SECTION 14 – RECORD MAINTENANCE**

28 COUNTY shall maintain all documents and records relating to the professional services provided  
29

1 pursuant to this Agreement, including, but not limited to, any and all ledgers, books of account,  
2 invoices, vouchers, canceled checks, and other expenditure or disbursement documents. Such  
3 documents and records shall be maintained in accordance with generally accepted accounting  
4 principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation  
5 of the professional services provided by COUNTY pursuant to this Agreement. Such documents  
6 and records shall be maintained for three years from the date of execution of this Agreement  
7 and to the extent required by laws relating to public agency audits and expenditures.  
8

### 9 SECTION 15 – RECORD INSPECTION

10 All documents and records required to be maintained pursuant to Section 14. of this Agreement  
11 shall be made available for inspection, audit and copying, at any time during regular business  
12 hours, upon the request of CITY’S contract administrator. Copies of such documents or records  
13 shall be provided directly to CITY’S contract administrator for inspection, audit and copying when  
14 it is practical to do so; otherwise, such documents and records shall be made available at  
15 COUNTY’S address specified in Section 19. of this Agreement.  
16

### 17 SECTION 16 - DUTY TO INFORM AND RESPOND

18 CITY’S contract administrator shall promptly transmit to COUNTY’S contract administrator all  
19 inquiries, complaints, and correspondence that CITY receives concerning COUNTY’S  
20 professional services and all information concerning dangerous conditions that CITY’S contract  
21 administrator either knows or should know exist. COUNTY’S contract administrator shall  
22 promptly transmit to CITY’S contract administrator all inquiries, complaints, and correspondence  
23 that COUNTY receives in the course of providing professional services. CITY shall be  
24 responsible for responding to all such inquiries, complaints and correspondence.  
25

### 26 SECTION 17 – STANDARD OF PERFORMANCE

27 COUNTY represents and warrants that it has the qualifications, experience and facilities  
28 necessary to properly perform the professional services described in this Agreement and that it  
29

1 will perform such services competently. In meeting its obligations under this Agreement,  
2 COUNTY shall employ, at a minimum, generally accepted standards and practices utilized by  
3 persons engaged in providing services similar to those required of COUNTY under this  
4 Agreement.

5  
6 SECTION 18 – PERMITS AND LICENSES

7 COUNTY shall obtain any and all permits, licenses and authorizations necessary to perform the  
8 professional services described in this Agreement. Neither CITY, not its officials, officers,  
9 employees or agents shall be liable, at law or in equity, as a result of COUNTY’S failure to  
10 comply with this section.

11  
12 SECTION 19 - NOTICES

13 Any notices required or permitted to be sent to either party shall be deemed given when  
14 personally delivered to the individuals identified below or when addressed as follows and  
15 deposited in the U.S. Mail, postage prepaid:

16 County of Riverside	City of Wildomar
17 Transportation & Land Management Agency	23873 Clinton Keith Road
18 P.O. Box 1605	Suite 201
19 Riverside, CA 92502-1605	Wildomar, CA 92595
20 Attention: George Johnson	Attention: Frank Oviedo
21 Director	City Manager

22  
23  
24 SECTION 20 - OWNERSHIP OF DATA

25 Ownership and title to all reports, documents, plans, specifications, and estimates produced or  
26 compiled pursuant to this Agreement shall automatically be vested in CITY and become the  
27 property of CITY. CITY reserves the right to authorize others to use or reproduce such materials  
28 and COUNTY shall not circulate such materials, in whole or in part, or release such materials to  
29

1 any person or entity other than CITY without the authorization of CITY'S contract administrator.  
2

3 SECTION 21 - CONFIDENTIALITY

4 COUNTY shall observe all Federal and State regulations concerning the confidentiality of  
5 records. All information gained or work product produced by COUNTY pursuant to this  
6 Agreement shall be considered confidential, unless such information is in the public domain.  
7 COUNTY'S contract administrator shall promptly notify CITY'S contract administrator when  
8 COUNTY receives a request for release or disclosure of information or work product. COUNTY  
9 shall not release or disclose information or work product to persons or entities other than CITY  
10 without prior written authorization from CITY'S contract administrator, except when such release  
11 or disclosure is required by the California Public Records Act or any other law.  
12

13 SECTION 22 - INDEMNIFICATION

14 Indemnification by COUNTY. Excepted as provided below in the paragraph entitled "Special  
15 Circumstances", COUNTY shall indemnify, defend and hold harmless CITY, its officials, officers,  
16 employees and agents from all claims and liability for loss, damage, or injury to property or  
17 persons, including wrongful death, based on COUNTY'S negligent acts, omissions or willful  
18 misconduct arising out of or in connection with the performance of professional services under  
19 this Agreement including, without limitation, the payment of attorney's fees.

20 Indemnification by CITY. CITY shall indemnify, defend and hold harmless COUNTY, its  
21 officials, officers, employees and agents from all claims and liability for loss, damage, or injury to  
22 property or persons, including wrongful death, based on CITY'S negligent acts, omissions or  
23 willful misconduct arising out of or in connection with the performance of professional services  
24 under this Agreement including, without limitation, the payment of attorney's fees.

25 Special Circumstances. Notwithstanding the above, COUNTY shall not indemnify, defend and  
26 hold harmless CITY, its officials, officers, employees and agents, and CITY shall indemnify,  
27 defend, and hold harmless COUNTY its officials, officers, employees and agents, from all claims  
28 and liability resulting from any of the following:  
29

1 The invalidity of CITY'S codes.

2 How CITY decides to address, or prioritize actions addressing, alleged violations of  
3 CITY'S codes.

4 How CITY decides to maintain, or prioritize the maintenance of, CITY facilities, including,  
5 but not limited to, streets and sidewalks.

6 How CITY decides to deploy, or prioritize the deployment of, school crossing guards.

7 The design of CITY facilities, including, but not limited to, streets and sidewalks.

8 CITY'S failure to provide pertinent information and inform as provided in Sections 7. and  
9 16. of this Agreement.

10 Notification and Cooperation. The parties mutually agree to notify each other through their  
11 respective contract administrators if they are served with any summons, complaint, discovery  
12 request or court order (hereinafter "litigation documents") concerning this Agreement and the  
13 professional services provided hereunder. The parties also mutually agree to cooperate with  
14 each other in any legal action concerning this Agreement and the professional services provided  
15 hereunder. Such cooperation shall include each party giving the other an opportunity to review  
16 any proposed responses to litigation documents. This right of review does not, however, give  
17 either party the right to control, direct or rewrite the proposed responses of the other party.  
18

## 19 SECTION 23 - INSURANCE

20 The parties agree to maintain the types of insurance and liability limits that are expected for  
21 entities of their size and diversity. The types of insurance maintained and the limits of liability for  
22 each insurance type shall not limit the indemnification provided by each party to the other. If  
23 CITY chooses to provide vehicles for COUNTY'S use, CITY shall maintain liability insurance for  
24 the CITY-owned vehicles and insurance for any physical damage to the CITY-owned vehicles in  
25 an amount equal to the replacement value of all vehicles provided. The vehicle policies shall, by  
26 endorsement, name COUNTY, its agencies and departments and their respective officials,  
27 officers, employees and agents as additional insureds.

## 28 SECTION 24 – ASSIGNMENT

1 The expertise and experience of COUNTY are material considerations for this Agreement. CITY  
2 has an interest in the qualifications and capabilities of the persons and entities that COUNTY will  
3 use to fulfill its obligations under this Agreement. In recognition of that interest, COUNTY shall  
4 not assign or transfer this Agreement, in whole or in part, or the performance of any of  
5 COUNTY'S obligations under this Agreement without prior written consent of the CIYT'S  
6 contract administrator. Any attempted assignment shall be ineffective, null and void, and shall  
7 constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in  
8 equity, including summary termination of this Agreement. CITY acknowledges, however, that  
9 COUNTY, in the performance of its duties under this Agreement, may utilize subcontractors.  
10

#### 11 SECTION 25 - IMMUNITIES

12 Nothing in this Agreement is intended to nor shall it impair the statutory limitations and/or  
13 immunities applicable or available to the parties under State laws and regulations.  
14

#### 15 SECTION 26 - MODIFICATIONS

16 This Agreement may be amended or modified only by mutual agreement of the parties. No  
17 alteration or variation of the terms of this Agreement shall be valid unless made in writing and  
18 signed by the parties hereto, and no oral understanding or agreement not incorporated herein  
19 shall be binding on any of the parties hereto.  
20

#### 21 SECTION 27 - WAIVER

22 Any waiver by a party of any breach of one or more of the terms of this Agreement shall not be  
23 construed to be a waiver of any subsequent or other breach of the same or of any other term  
24 hereof. Failure on the part of either party to require exact, full and complete compliance with any  
25 terms of this Agreement shall not be construed as changing in any manner the terms hereof, or  
26 estopping that party from enforcing the terms hereof.  
27

#### 28 SECTION 28 - SEVERABILITY

29

1 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void  
2 or unenforceable, the remaining provisions will nevertheless continue in full force without being  
3 impaired or invalidated in any way.  
4

5 SECTION 29 - TERM

6 This Agreement shall become effective upon its approval by the Riverside County Board of  
7 Supervisors and shall remain in effect until June 30, 2012. This agreement may be terminated  
8 by either party upon thirty (30) days written notice to the other party. This Agreement may be  
9 extended for up to an additional twelve (12) months if the parties, through their respective  
10 governing bodies, mutually agree to the extension in writing and mutually agree on the hourly  
11 rate to be charged for services.  
12

13 SECTION 24 - ENTIRE AGREEMENT

14 This Agreement is intended by the parties as a final expression of their understanding with  
15 respect to the subject matter hereof and supersedes any and all prior and contemporaneous  
16 agreements and understandings, written or oral.  
17

18 /

19 /

20 /

21 /

22 /

23 /

24 /

25 /

26 /

27

28

29

1 APPROVALS

2  
3 COUNTY Approvals

CITY Approvals

4  
5 APPROVED AS TO FORM:

APPROVED AS TO FORM:

6  
7 \_\_\_\_\_ Dated: \_\_\_\_\_

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

8 Katherine A. Lind  
9 Principal Deputy County Counsel

Julie Hayward Biggs  
City Attorney, City of Wildomar

10  
11 APPROVED BY BOARD OF SUPERVISORS:

APPROVED BY CITY COUNCIL:

12  
13 \_\_\_\_\_ Dated: \_\_\_\_\_

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

14 Bob Buster  
15 Chairman, Riverside County Board  
16 of Supervisors

Marsha Swanson  
Mayor, City of Wildomar  
By: Ben Benoit, Mayor Pro Tem

17  
18 ATTEST:  
19 CLERK OF THE BOARD:

ATTEST:  
CITY CLERK:

20  
21  
22 By: \_\_\_\_\_

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

23 Deputy

Debbie A. Lee, CMC

City Clerk

24  
25  
26 (SEAL)

(SEAL)

1 ATTACHMENT A-1

2  
3 Planning Department Services, including Environmental Programs Division

4  
5 Upon request and approval as set forth in this Agreement, the Planning Department will  
6 do any of the following: review public and private development projects to ensure that  
7 such projects are consistent with State law and CITY codes; review development projects  
8 to determine the level of analysis needed for cultural, paleontological and geologic  
9 resources; review reports related to these resources; prepare environmental analyses for  
10 development projects; prepare conditions of approval for development projects; provide  
11 any other services customarily provided by a City planning department.

12  
13 Upon request and approval as set forth in this Agreement, the Environmental Programs  
14 Division will do any of the following: review public and private development projects to  
15 ensure that such projects are consistent with Multi-Species Habitat Conservation Plans  
16 (MSHCPs); prepare conditions of approval for development projects; process Habitat  
17 Acquisition Negotiation Strategy (HANS) applications and conduct Single-Family  
18 Expedited Review Processes as required by the Western Riverside County MSHCP;  
19 review biological reports and MSHCP consistency analyses; perform habitat assessments  
20 and biological surveys.

1 ATTACHMENT A-2

2  
3 Transportation Department Services

4  
5 Upon request and approval as set forth in this Agreement, the Transportation Department will  
6 provide all services customarily provided by a City transportation department, including, but  
7 not limited to, the following:

8  
9 Roadway Maintenance Services:

10 Repair pavement failures

11 Trim street trees

12 Remove fallen trees

13 Stripe/mark pavement

14 Seal cracks

15 Install/replace traffic signs

16 Repair/replace sidewalks

17 Install/repair barricades

18 Clean roadside ditches

19 Clean drain inlets

20 Patrol streets during rainstorms

21 Sweep streets

22  
23  
24 Landscape Maintenance Districts

25 Administer the Landscaping and Lighting Maintenance District 89-1-Consolidated (L&LMD 89-1-  
26 C) on behalf of the City.

27 Services include preparing Annual Engineer's reports, preparing assessment rolls, and levying  
28 special assessments on parcels on behalf of the City per City's resolution to do so.  
29

1 City shall be responsible for setting up 'Teeter' account status with the ACO, if they choose to do  
2 so.

3 Provide L&LMD 89-1-C Annexation services on behalf of the City at their request for services  
4 currently maintained within the L&LMD 89-1-C.

5 Administer landscape maintenance contracts, procure goods and services, provide  
6 improvements to landscape if funding is available and deemed necessary, service fossil filters in  
7 catch basins, and provide annual NPDES reports as it relates to L&LMD 89-1-C services.

8 Pay water and electric bills for utilities within L&LMD 89-1-C zones.

9 Budget and collect special assessment monies and hold in 'Trust Funds' outside of County funds  
10 for when City requests turnover of all L&LMD 89-1-C services to the City.

11 Service is only for Zones and Locations within L&LMD 89-1-C, and accepted for maintenance in  
12 L&LMD 89-1-C. L&LMD 89-1-C is paid for by monies collected from special assessments and is  
13 not billed to the City.

14  
15 Roadway Drainage Maintenance Services:\*

16 Repair/ replace fencing

17 Remove trash

18 Control/ remove vegetation

19 Repair erosion damage

20 Mow fire abatement/small areas

21 Clean ditches/open channels/outfalls

22 Clean pipes/manholes

23 Repair/replace minor pipes

24  
25  
26  
27 \*In areas not subject to the jurisdiction of the Riverside County Flood Control & Water  
28 Conservation District

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

Special Event Support Services:

Detours – install temporary barricades and delineate roadways

Road closures – install temporary barricades and delineate roadways

Traffic Signal Maintenance Services:

Scheduled maintenance (monthly, quarterly, semi-annually, and annually) -

Inspect controller and cabinet

Observe signals

Realign signals

Observe and replace vehicle signal indicators

Observe and repair signal outages

Inspect/repair/replace vehicle loop detectors

Observe/adjust vehicle signal timing

Inspect/repair/replace electromechanical components

Clean/polish/replace lenses and reflectors as necessary

Unscheduled Maintenance -

Respond to malfunction/damage reports

Repair or replace parts/components as necessary

Respond and mark underground service alert requests

Emergency call-out services—(for damage, severe weather events, earthquakes, etc.)

Replace foundation, mast arm, or pole

Replace pavement loop detector

Repair/replace underground conduit/cable

- 1 Replace signal cabinet and/or foundation
- 2 Repair/replace controller
- 3
- 4 Engineering Services:
- 5 Prepare environmental documents and supporting studies
- 6 Prepare plans, specifications, and estimates for capital projects
- 7
- 8 Inspect and provide contract management services for capital projects - bid, award, and administer contracts for project construction
- 9
- 10 Provide resident engineer services on Caltrans projects
- 11 Process authorizations on federally funded projects.
- 12 Process authorizations and billings on projects funded by regional funding programs, such as TUMF, Measure "A", and other State, Regional, or local programs
- 13
- 14 Administer Road and Bridge Benefit District (RBBD) Programs
- 15
- 16 Crossing Guard Services:
- 17 Hire and train school crossing guards.
- 18 Deploy school crossing guards at locations to be determined.
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

DEPARTMENT	POSITION	REGULAR HOURS	OVERTIME HOURS
Planning Department	Geologic and Paleontological Services	\$ 138	N/A
Planning Department	Archeological Services	\$ 138	N/A
Planning Department and Environmental Programs Division	Principal Planner Services	\$ 140	N/A
Planning Department	Planner Services (Including Landscape Architect Review)	\$ 135	N/A
Planning Department	Planning Technician	\$ 54	N/A
Environmental Programs Division	Ecological Resource Specialist	\$106	N/A
Environmental Programs Division	Clerical	\$54	N/A
Transportation Department/ Highway Operations Rates	Asst Dist Road Maint Superv	\$94.91	N/A
Transportation Department/ Highway Operations Rates	Bridge Crew Worker	\$71.23	N/A
Transportation Department/ Highway Operations Rates	Crew Lead Worker	\$76.72	N/A
Transportation Department/ Highway Operations Rates	District Road Maintenance Supv	\$100.12	N/A
Transportation Department/ Highway Operations Rates	Engineering Project Mgr	\$166.43	N/A
Transportation Department/ Highway	Equipment Operator I	\$70.88	N/A

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Operations Rates			
Transportation Department/ Highway Operations Rates	Equipment Operator II	\$76.67	N/A
Transportation Department/ Highway Operations Rates	Highway Maint Superintendent	\$135.36	N/A
Transportation Department/ Highway Operations Rates	Highway Ops Superintendent	\$170.57	N/A
Transportation Department/ Highway Operations Rates	Laborer	\$ 52.71	N/A
Transportation Department/ Highway Operations Rates	Lead Bridge Crew Worker	\$79.22	N/A
Transportation Department/ Highway Operations Rates	Lead Traffic Control Painter	\$81.77	N/A
Transportation Department/ Highway Operations Rates	Lead Tree Trimmer	\$77.55	N/A
Transportation Department/ Highway Operations Rates	Maintenance & Construct Worker	\$62.37	N/A
Transportation Department/ Highway Operations Rates	Office Assistance II	\$50.25	N/A
Transportation Department/ Highway Operations Rates	Principal Eng Tech	\$120.92	N/A
Transportation Department/ Highway Operations Rates	Secretary II	\$73.26	N/A
Transportation Department/ Highway Operations Rates	Sign Maker	\$ 77.95	N/A

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Transportation Department/ Highway Operations Rates	Sr Equipment Operator	\$82.82	N/A
Transportation Department/ Highway Operations Rates	Sr Traffic Signal Technician	\$ 112.48	N/A
Transportation Department/ Highway Operations Rates	Technical Eng Unit Supervisor	\$137.13	N/A
Transportation Department/ Highway Operations Rates	Traffic Control Painter	\$75.92	N/A
Transportation Department/ Highway Operations Rates	Traffic Signal Supervisor	\$114.65	N/A
Transportation Department/ Highway Operations Rates	Traffic Signal Tech	\$104.38	N/A
Transportation Department/ Highway Operations Rates	Transportation Warehouse Worker II	\$72.81	N/A
Transportation Department/ Highway Operations Rates	Tree Trimmer	\$70.08	N/A
Transportation Department/ Highway Operations Rates	Truck & Trailer Driver	\$74.69	N/A
Transportation Department/Engineering Rates	Admin Services Analyst I	\$78.05	N/A
Transportation Department/Engineering Rates	Admin Services Analyst II	\$88.62	N/A
Transportation Department/Engineering Rates	Associate Civil Engineer	\$135.19	N/A
Transportation Department/Engineering Rates	Asst Civil Engineer	\$121.60	N/A

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Rates			
Transportation Department/Engineering Rates	Assoc. Transportation Planner	\$100.40	N/A
Transportation Department/Engineering Rates	Engineering Aide	\$63.09	N/A
Transportation Department/Engineering Rates	Engineering Division Manager	\$191.04	N/A
Transportation Department/Engineering Rates	Engineering Project Mgr	\$166.43	N/A
Transportation Department/Engineering Rates	Engineering Technician I	\$82.20	N/A
Transportation Department/Engineering Rates	Engineering Technician II	\$91.38	N/A
Transportation Department/Engineering Rates	GIS Senior Analyst	\$100.12	N/A
Transportation Department/Engineering Rates	Junior Engineer	\$103.09	N/A
Transportation Department/Engineering Rates	Office Assistant II	\$50.25	N/A
Transportation Department/Engineering Rates	Office Assistant III	\$55.82	N/A
Transportation Department/Engineering Rates	Principal Const Inspector	\$129.15	N/A
Transportation Department/Engineering Rates	Principal Engineering Tech	\$120.92	N/A

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Transportation Department/Engineering Rates	Secretary I	\$65.91	N/A
Transportation Department/Engineering Rates	Senior Stenographer Clerk	\$ 64.76	N/A
Transportation Department/Engineering Rates	Senior Transportation Planner	\$147.22	N/A
Transportation Department/Engineering Rates	Senior Civil Engineer	\$154.48	N/A
Transportation Department/Engineering Rates	Senior Engineering Tech	\$105.91	N/A
Transportation Department/Engineering Rates	Senior Engineering Tech-PLS/PE	\$111.68	N/A
Transportation Department/Engineering Rates	Technical Eng Unit Supervisor	\$137.13	N/A
Transportation Department/Engineering Rates	Transportation Proj Mgr-EC	\$166.43	N/A
Transportation Department/Survey Rates	Admin Services Analyst	\$75.96	N/A
Transportation Department/Survey Rates	County Surveyor	\$185.93	N/A
Transportation Department/Survey Rates	Engineering Tech I	\$80.00	N/A
Transportation Department/Survey Rates	Engineering Tech II	\$88.94	N/A
Transportation Department/Survey Rates	Office Assistant III	\$54.33	N/A
Transportation Department/Survey Rates	Principal Eng Tech	\$117.69	N/A
Transportation Department/Survey Rates	Principal Eng Tech - PLS/PE	\$124.17	N/A
Transportation Department/Survey Rates	Secretary I	\$64.15	N/A

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Transportation Department/Survey Rates	Sr Eng Tech	\$103.08	N/A
Transportation Department/Survey Rates	Sr Eng Tech - PLS/PE	\$108.69	N/A
Transportation Department/Survey Rates	Sr Land Surveyor	\$131.57	N/A
Transportation Department/Survey Rates	Sr Surveyor	\$124.79	N/A
Transportation Department/Survey Rates	Supervising Land Surveyor	\$150.35	N/A
Transportation Department/Equipment Rental Rates	Sedans - Leased	\$ 8.40	N/A
Transportation Department/Equipment Rental Rates	Pickups - Leased	\$ 10.50	N/A
Transportation Department/Equipment Rental Rates	Survey Mini PU	\$8.14	N/A
Transportation Department/Equipment Rental Rates	Pickups-3/4T	\$17.83	N/A
Transportation Department/Equipment Rental Rates	Light Trucks	\$25.18	N/A
Transportation Department/Equipment Rental Rates	Medium Dumps	\$27.30	N/A
Transportation Department/Equipment Rental Rates	Med Dmps w/Attach	\$78.01	N/A
Transportation Department/Equipment Rental Rates	Graders	\$47.14	N/A
Transportation Department/Equipment Rental Rates	Heavy Truck	\$38.28	N/A
Transportation Department/Equipment Rental Rates	Medium Crawler	\$162.94	N/A

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Transportation Department/Equipment Rental Rates	Heavy Crawler	\$91.59	N/A
Transportation Department/Equipment Rental Rates	Wheel Tractor	\$24.17	N/A
Transportation Department/Equipment Rental Rates	Extra Heavy Crawler	\$77.45	N/A
Transportation Department/Equipment Rental Rates	Medium Loader	\$43.14	N/A
Transportation Department/Equipment Rental Rates	Heavy Loader	\$47.74	N/A
Transportation Department/Equipment Rental Rates	Tractor W/Mower	\$94.05	N/A
Transportation Department/Equipment Rental Rates	Chip Spreader	\$57.36	N/A
Transportation Department/Equipment Rental Rates	Street Sweeper	\$93.79	N/A
Transportation Department/Equipment Rental Rates	Self Loading Scraper	\$168.52	N/A
Transportation Department/Equipment Rental Rates	Heavy Mixer	\$254.48	N/A
Transportation Department/Equipment Rental Rates	Elevating Scraper	\$107.50	N/A
Transportation Department/Equipment Rental Rates	Extra Heavy Loader	\$40.15	N/A
Transportation Department/Equipment Rental Rates	Heavy Dumps	\$42.59	N/A

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Rental Rates			
Transportation Department/Equipment Rental Rates	Screen Plant	\$109.41	N/A
Transportation Department/Equipment Rental Rates	Gradall Excavator	\$66.40	N/A
Transportation Department/Equipment Rental Rates	Truck Transport	\$42.54	N/A
Transportation Department/Equipment Rental Rates	Roller (Self propelled)	\$21.34	N/A
Transportation Department/Equipment Rental Rates	Aerial Platform Truck	\$31.09	N/A
Transportation Department/Equipment Rental Rates	Brush Chipper	\$18.98	N/A
Transportation Department/Equipment Rental Rates	Asphalt Reclaimer	\$237.07	N/A
Transportation Department/Equipment Rental Rates	Signal Aerial Lift Truck	\$46.71	N/A
Transportation Department/Equipment Rental Rates	Striping Unit	\$87.46	N/A
Transportation Department/Equipment Rental Rates	Curb Builder	\$49.58	N/A
Transportation Department/Equipment Rental Rates	Concrete Saw	\$62.82	N/A
Transportation Department/Equipment Rental Rates	Deflectometer	\$177.42	N/A

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Transportation Department/Equipment Rental Rates	Drill Rig	\$34.31	N/A
Transportation Department/Equipment Rental Rates	Paving Machine	\$127.09	N/A
Transportation Department/Equipment Rental Rates	Patch Truck	\$27.91	N/A
Transportation Department/Equipment Rental Rates	Stump Cutter	\$30.49	N/A
Transportation Department/Equipment Rental Rates	Stencil Trucks	\$39.93	N/A
Transportation Department/Equipment Rental Rates	Survey Truck	\$29.25	N/A
Transportation Department/Equipment Rental Rates	Thermal Applicator	\$34.98	N/A
Transportation Department/Equipment Rental Rates	Vac Truck	\$74.42	N/A
Transportation Department/Equipment Rental Rates	Water Truck	\$43.18	N/A
Transportation Department/Equipment Rental Rates	Pup Trailer	\$15.62	N/A
Transportation Department/Equipment Rental Rates	Roller (Pulled)	\$4.81	N/A
Transportation Department/Equipment Rental Rates	Rotary Sweepers	\$88.75	N/A
Transportation Department/Equipment	Patch Spraying Rig	\$4.81	N/A

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Rental Rates			
Transportation Department/Equipment Rental Rates	Small Compressor	No charge	N/A
Transportation Department/Equipment Rental Rates	Cement Mixer	\$49.44	N/A
Transportation Department/Equipment Rental Rates	Tiltbed Trailer	\$23.17	N/A
Transportation Department/Equipment Rental Rates	Lowbed Trailer	\$14.80	N/A

## **ATTACHMENT 2**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE, TRANSPORTATION AND LAND MANAGEMENT AGENCY AND THE CITY OF WILDOMAR**

**WHEREAS**, prior to incorporation, the County of Riverside performed all services related to code enforcement, environmental programs, planning and entitlement, development plan review and building and safety code compliance, capital projects delivery, and public works maintenance and operations services in the Wildomar community; and

**WHEREAS**, the City of Wildomar and County of Riverside have determined that it is in the best interest of the citizens of Wildomar for the County to continue to provide selected services as determined by the City of Wildomar; and

**WHEREAS**, the County of Riverside Transportation and Land Management Agency has the expertise, resources, and experience to provide services requested by the City of Wildomar.

**NOW THEREFORE BE IT RESOLVED**, by the City of Wildomar Council assembled in regular session on July 13, 2011, that this Council authorizes the City Manager to execute a Professional Services Agreement between the County of Riverside Transportation and Land Management Agency and the City of Wildomar

**PASSED, APPROVED, AND ADOPTED** this 13th day of July, 2011.

\_\_\_\_\_  
Marsha Swanson  
Mayor  
By: Ben Benoit, Mayor Pro Tem

APPROVED AS TO FORM:

ATTEST:

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

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

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item#3.4**  
**GENERAL BUSINESS**  
**Meeting Date: July 13, 2011**

---

**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist, Assistant City Manager  
**SUBJECT:** Animal Control Services Agreement

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the Animal Field Services and Sheltering Agreement between the City of Wildomar and Animal Friends of the Valleys, in the amount of not to exceed \$67,200 per year (\$5,600 per month) and the contractor will retain license and citation fees.

**BACKGROUND:**

The Animal Friends of the Valleys have been providing various animal control services under contract with the City for the past two years. This contract extends that relationship for 3 more years, expiring June 30, 2014. The level of service for animal control in the field is 5 hours per day, 5 days a week, as well as emergency calls after hours, on weekends and holidays. As with the previous contract, the contractor will retain all revenues from citations and licensing operations and will provide \$2 million general liability insurance, meeting the City's requirement. The agreement may be terminated by either party, without cause, providing a minimum 10 day notice.

**FISCAL IMPACT:** The FY 2011/12 budget includes funds for recommended Animal Friends of the Valley Animal Control Services.

Submitted by:

Approved by:

---

Gary Nordquist  
Assistant City Manager

---

Frank Oviedo  
City Manager

**ATTACHMENTS:**

Animal Field Services and Sheltering Agreement

# Attachment

## A

Animal Field Services and Sheltering Agreement between  
the City of Wildomar and Animal Friends of the Valleys

**ANIMAL FIELD SERVICES AND SHELTERING AGREEMENT  
BETWEEN THE CITY OF WILDOMAR  
AND ANIMAL FRIENDS OF THE VALLEYS (aka L.E.A.F.)**

**THIS AGREEMENT** is made and effective as of July 1, 2011, between the City of Wildomar, a municipal corporation ("City") and Animal Friends of the Valleys, Inc. a nonprofit corporation ("Contractor").

WHEREAS the City is desirous of CONTRACTOR providing a full range of animal control activities for the purpose of safeguarding the health and safety of the population of the City of Wildomar and the health and safety of its domestic animals, and for the purpose of promoting the humane treatment of animals and the stimulation of public support for enforcement of City ordinances relating to animal control; and

WHEREAS, CONTRACTOR has the ability to provide such services;

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on July 1 2011, and shall remain in effect until June 30, 2014, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE.** Contractor shall at all time faithfully, competently and to the best of his or her ability, experience and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed \$5,600 per month with CONTRACTOR retaining license and citation fees.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The City Manager may approve additional work up to Ten Thousand Dollars and No Cents (\$10,000.00) annually. Any additional work in excess of this amount shall be approved by the City Council.

c. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of contractor's fees it shall give written notice to Contractor within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

**5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall cease all under this Agreement at the end of the ten (10) day notice period, unless the notice provides for a later date. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 4.

**6. DEFAULT OF CONTRACTOR.**

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**7. DEFAULT OF CITY.** If the Contractor determines that the City is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the City with written notice of the default. The City shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the City fails to cure its default within such period of time, the Contractor shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**8. OWNERSHIP OF DOCUMENTS.**

a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as

necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contractor.

**9. INDEMNIFICATION.** The Contractor agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.

**10. INSURANCE REQUIREMENTS.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.
- (2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to

this project/location or the general aggregate limit shall be twice the required occurrence limit.

- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- (2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- (4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed

by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

**11. INDEPENDENT CONTRACTOR.**

a. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

**12. LEGAL RESPONSIBILITIES.**

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

**13. RELEASE OF INFORMATION.**

a. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

b. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**14. NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Wildomar  
23873 Clinton Keith Rd. #201  
Wildomar, CA 92595  
ATTN: City Manager

To Contractor: Animal Friends of the Valleys  
33751 Mission Trail  
Wildomar, CA 92595  
(951) 674-0618

**15. ASSIGNMENT.** The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

**16. LICENSES.** At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

**17. GOVERNING LAW.** The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Wildomar. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

**18. PROHIBITED INTEREST.** No officer, or employee of the City of Wildomar shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Wildomar has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

**19. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set

forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**20. AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF WILDOMAR**

\_\_\_\_\_  
Mayor

Attest:

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

Approved As to Form:

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

**CONTRACTOR**

**Administrative Office:**  
Animal Friends of the Valleys  
33751 Mission Trail  
Wildomar, CA 92595  
(951) 471-8344

By: \_\_\_\_\_  
AFV President

By: \_\_\_\_\_  
AFV Secretary

**(Two Signatures of Corporate Officers Required For Corporations)**

## EXHIBIT A

### Scope of Services

1. Services To Be Provided. Contractor shall operate a complete animal control program for the City consisting of, but not limited to, field services, shelter operation, and licensing. Animal Friends of the Valleys will provide one (1) Animal Control Officer and a fully equipped vehicle. The Animal Control Officer will be serving the City of Wildomar 5 hours per day, 5 days per week, as well as emergency calls after hours, on week-ends and holidays.

In the conduct of this program, CONTRACTOR shall perform the following specific functions:

(a) Enforcement. Enforce all applicable provisions of the Wildomar Municipal Code (Animal Control) as it exists on the date of this Agreement pertaining to animals, including the issuing of warning notices or citations as necessary for violations of such Ordinances. In the event the Municipal Code is amended and the amendments would substantially alter the duties and responsibilities of CONTRACTOR under this Agreement, the parties hereto agree to meet and in good faith renegotiate those terms and conditions of this Agreement affected by such amendments.

(b) Impound. Impound all animals caught at large and collect all impound fees assessed on behalf of the City; accept stray animals brought in by private citizen.

(c) Quarantine. Quarantine as prescribed by law all animals suspected to be rabid.

(d) Complaint Investigation & Resolution. Investigate and pursue action on complaints and/or reports of potential violations of Municipal Code relating to animals, including unnecessary noise, in accordance with such procedures adopted by the City; respond to requests from the County Fire Department and contract law enforcement provider for assistance with animal related situations.

(e) Dead Animals. Remove dead animals from the public right-of-way within City limits and from other areas upon request.

(f) Potentially Dangerous/Vicious Animals. In accordance with the Wildomar Municipal Code, identify potentially dangerous and/or vicious animals and initiate the administrative or legal process for their control.

(g) Trapping & Removal. As limited by subsection (b) above, respond to requests for assistance in the trapping and removal of domestic or wild animals, including coyotes and skunks, from public or private property. CONTRACTOR will offer advice in setting a trap in any enclosed space and will remove an animal caught in a trap, but shall not be required to move belongings, climb trees, crawl under houses, or so forth, or to maintain on-premises surveillance unless in the Officer's or his or her supervisor's opinion there is a direct, clear and present danger to human life or injury. CONTRACTOR will provide traps but will not be required to provide vector control. CONTRACTOR shall charge a fee for traps as set out in CONTRACTORS Fee Schedule.

(h) Dog Licensing.

(i) CONTRACTOR shall implement a comprehensive licensing program including conducting dog license inspections. Area-wide canvassing will be conducted as part of the field service activity. CONTRACTOR shall administer the current licensing provision of the Wildomar Municipal Code.

(ii) Dog licenses shall be issued by mail, at the Animal Shelter, at AFV's administrative office, at vaccination clinics and by Animal Control Officers in the field. CONTRACTOR shall send renewal notices by mail to owners of currently licensed dogs, and shall send an application for licensing when requested by owners.

(iii) CONTRACTOR shall, at Contractor's expense, provide the forms and tags for such licenses, and shall affix a professionally prepared sign at the Animal Shelter, stating applicable fees for licensing for the City.

(iv) CONTRACTOR shall collect all license fees and penalties on behalf of the City, issue receipts for all such fees collected and keep copies thereof.

(v) CONTRACTOR shall pursue collection and/or prosecution, if appropriate, to recover any fraudulent, delinquent or worthless payment received as payment for dog licenses issued, including penalties.

(vi) CONTRACTOR shall cancel any dog license issued for which invalid payment was received, and give notice of such cancellation to the licensee.

(vii) CONTRACTOR shall maintain such records in such form as required by the City's Director of Finance so as to provide for proper cash management and for review and audit of the monies collected. CONTRACTOR shall furnish the City a monthly report detailing the licensing activities.

(i) Animal Bites. Investigate reported animal bites. CONTRACTOR may initially receive animal bite reports by telephone, but also shall respond in person to all reported bites by dogs or other suspected rabid or wild animals. CONTRACTOR shall take appropriate steps consistent with the circumstances of each separate incident to locate and quarantine the suspected animal(s) and/or assist the complained and/or injured party or parties to trap the suspected animal(s).

(j) Clinics. Make all necessary arrangements and conduct at least two (2) "at cost" one-day clinics for rabies vaccination and licensing of dogs each year which are open to City residents and which may be located in the City, or may be held in conjunction with the City of Lake Elsinore.

(1) Field Services. Assign one field service officer appointed as Animal Control Officer. Routine field services will be provided as necessary within the hours limitation of this Agreement. The number of hours per week include, but are not necessarily limited to administrative hearings, routine mobile patrols, investigative and rescue time, court appearances and impoundment of dangerous, wild, injured or loose animals. CONTRACTOR shall assign a sufficient number of field service

employees to duty at all times to meet the needs of this Agreement. CONTRACTOR shall provide service of five (5) hours per day during such hours as approved by the City Manager. Telephone service for members of the public shall be not less than seven and one half (7 1/2) hours per day on a schedule approved by the City Manager. The Shelter shall be open from 10:00 a.m. to 4:00 p.m. Monday through Saturday and from 10:00 a.m. to 7:00 p.m. Wednesdays. Emergency response shall be available 24 hours per day; seven days per week as described in subparagraph

(m). CONTRACTOR shall advise fire and law enforcement authorities serving the City of Wildomar of the telephone numbers to access its services and shall cooperate with such authorities in developing the procedures necessary to provide after hour services.

(n) After-Hours. Provide a field service person either on duty or on call after regular hours as necessary to respond to emergency calls. The City and CONTRACTOR agree that any incident reported to CONTRACTOR or City staff, through the fire or law enforcement provider involving a dangerous, wild or stray injured animal, constitutes an emergency and requires immediate action by CONTRACTOR. When the City Manager or his or her designee has reason to believe that an animal control emergency exists, the Manager or his or her designee shall notify CONTRACTOR and request a prompt response. If CONTRACTOR fails to respond to such request within a reasonable time or fails to respond at all, the City shall request in writing that CONTRACTOR send to the City a written explanation giving the reason(s) for the delay in responding or the failure to respond. Contractor's written explanation shall be submitted to the City Manager within two (2) working days from the date of the request for emergency service. This Agreement and the provisions herein shall not be construed to limit the interpretation of what constitutes an emergency and/or the need for a priority response. The following examples are illustrative of the need for an immediate response from CONTRACTOR.

(1) Requests to remove a wild, dangerous or injured animal or animals from an inhabited place or vehicle;

(2) Reported animal bites involving loose animals; and,

(3) Livestock, fowl or game birds being attacked or killed by dogs or other animals.

(n) Public Relations. Provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous and efficient service and good public relations. Other policies and procedures notwithstanding, CONTRACTOR in processing any type of complaint or request for service will indicate to the caller when a response can be expected from CONTRACTOR and how CONTRACTOR will respond. In the event an in-person response is appropriate to the specific situation, CONTRACTOR shall make such response by the end of the following business day. This provision shall be subordinate to shorter time limits specified elsewhere in this Agreement.

(o) Complaints Regarding Service. Cooperate with the City to resolve any and all complaints filed with CONTRACTOR and/or the City pertaining to services provided under this Agreement. The City shall submit to CONTRACTOR in writing all complaints filed with the City concerning services provided by CONTRACTOR under this Agreement. CONTRACTOR shall report monthly in writing to the City the number of complaints received by CONTRACTOR directly or indirectly through the City pertaining to quality of service(s) provided under this Agreement.

(p) Records. Maintain and keep timely, complete and accurate records of the receipt and disposition of all animals delivered into its custody.

(q) Communications Equipment. CONTRACTOR agrees to provide radio equipment and frequency as necessary for effective performance of its obligations hereunder and in order to provide law enforcement backup for its field personnel.

(r) Other Equipment. CONTRACTOR shall provide all vehicles and equipment necessary for the performance of this Agreement and shall be responsible for maintenance of such vehicles and equipment, including the installation and removal of the paging or radio equipment described in Paragraph (q) of this Section. CONTRACTOR shall be responsible for all costs relating to theft, vandalism, or destruction of said equipment by fire, accident or intentional acts.

(s) Personnel & Supplies. CONTRACTOR shall provide all personnel, supplies, and equipment necessary for the efficient and effective operation of animal control services and programs provided for herein, including, but not limited to Animal Control Officers, clerical staff, license tags and forms, citation forms, notices and all necessary envelopes and postage. Animal Control Officers will complete the required animal control training program, or its equivalent, and such other training as may be required by law, before being issued a badge and given the authority to perform Animal Control duties. CONTRACTOR shall provide citations and door tags.

(t) Attendance at Meetings. Provide input and coordination on amendment of City animal control fees and ordinances and shall attend City Council and other City meetings as required or requested to do so.

2. Coordination. Contractor's Executive Director and the City Manager shall meet as agreed to discuss Agreement performance.

3. Reporting.

(a) CONTRACTOR shall furnish the City monthly reports upon requests.

(b) CONTRACTOR shall maintain and keep records of all expenditures and obligations incurred pursuant to this Agreement and all income and fees received according to generally recognized accounting principles. Such records shall be maintained by CONTRACTOR for a minimum of four (4) years following the termination of this Agreement unless a lesser period is approved in writing by the

City Manager. The records and/or animal control operations of CONTRACTOR shall be open to inspection and audit by the City or its authorized representative as is deemed necessary by the City upon reasonable notice to CONTRACTOR. CONTRACTOR shall provide the City a copy of Contractor's full Annual financial statement immediately upon completion thereof, but in no case later than six (6) months after the close of each fiscal year.

4. CONTRACTOR shall also implement the following programs on a continuing basis:

(a) Spay/neuter subsidy programs for low income persons (when funds are available)

(b) Ordinance review and changes aimed at ending pet overpopulation

(c) Animal Rescue Plan for domestic animals during disaster

(d) State Humane Officer services

5. In addition, CONTRACTOR will consult with the City and on any policy/procedure that affects Wildomar animals, which shall be approved by the City Manager prior to implementation.

**EXHIBIT B**  
**PAYMENT SCHEDULE**

1. The City shall pay a monthly flat rate to Contractor in the amount of \$5,600.00 per month for animal control services. CONTRACTOR will retain all license and citation fees.
  
2. Contractor shall charge License Fees for dogs within the City as follows:
  - a. Altered dogs \$15.00 for 1 year
  - b. Altered dogs \$20.00 for 2 years
  - c. Altered dogs \$25.00 for 3 years
  - d. Unaltered dogs \$50.00 for 1 year
  - e. Unaltered dogs \$100.00 for 2 years
  - f. Unaltered dogs \$150.00 for 3 years
  - g. Senior Citizen's dogs-altered \$8.00 for 1 year  
(60 yrs. plus)
  - h. Senior Citizen's dogs-altered \$10.00 for 2 years  
(60 yrs. plus)
  - i. Senior Citizen's dogs-altered \$12.00 for 3 years  
(60 yrs. plus)
  - j. Late penalty of \$20.00 per license
  - k. Senior Citizen's Late Penalty-altered dog \$15.00  
(60 yrs. plus)

**EXHIBIT C**  
**PRIORITY OF FIELD SERVICES**

1. Animal bites involving loose animals
2. Dangerous/suspicious animal endangering the health or safety of persons
3. Injured, sick stray animals
4. Rattlesnake calls
5. Sheriff, public agencies requesting assistance
6. Humane investigation involving an immediate threat to the animals life
7. Livestock at large
8. Confined stray animals
9. Owner relinquished animals
10. Vaccination / license inspections
11. Barking dogs
12. Canvassing

**CITY OF WILDOMAR - CITY COUNCIL**

**Agenda Item #3.5**

**GENERAL BUSINESS**

**Meeting Date: July 13, 2011**

---

**TO:** Mayor and City Council Members

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

**SUBJECT:** Notice of Intent to hold a Public Hearing for placing liens on parcels with unpaid charges on trash collection services

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council provide a Notice of Intent to hold a Public Hearing on July 27, 2011, for placing liens on parcels with unpaid charges on trash collection services.

**DISCUSSION:**

On March 23, 2011, the City Council adopted Resolution 2011-18 to establish special assessments and liens against parcels of land for unpaid and delinquent charges for trash collection services. Under the agreement with Waste Management and CR&R, the City has agreed to annually lien property for residential trash hauling service charges delinquent from the previous calendar year. The Waste Haulers mailed out notices to all affected property owners of record in accordance with Proposition 218 notification guidelines providing each property owner four weeks to comply with any unpaid balance covering the previous year. The City Council shall adopt a resolution affirming the report on the delinquent accounts for collection on the property tax rolls and to hold a Public Hearing on July 27, 2011.

Delinquent charges of Waste Management total 307 parcels in the amount of \$122,765.46. Delinquent charges of CR&R total 8 parcels in the amount of \$691.35. The total amount of delinquent charges to be placed on the property tax rolls is \$123,456.81.

**FISCAL IMPACT:**

After collection of the special assessment and remittance of those assessments to the Waste Hauler, the City shall receive its proportionate share of the franchise fee for the respective amount.

Submitted by:

Approved by:

---

Gary Nordquist  
Assistant City Manager

---

Frank Oviedo  
City Manager