

CITY OF WILDOMAR CITY COUNCIL
AGENDA

6:00 P.M. – CLOSED SESSION
7:00 P.M. - REGULAR MEETING

JULY 14, 2010
Council Chambers
23873 Clinton Keith Road



Bridgette Moore, Mayor
Marsha Swanson, Mayor Pro Tem
Sheryl Ade, Council Member
Bob Cashman, Council Member
Scott Farnam, Council Member

City Manager
Frank Oviedo

City Attorney
Julie Hayward Biggs

WILDOMAR CITY COUNCIL REGULAR MEETING AGENDA JULY 14, 2010

ORDER OF BUSINESS: Public sessions of all regular meetings of the City Council begin at 7:00 P.M. Closed Sessions begin at 6:00 P.M. or such other time as noted.

REPORTS: All agenda items and reports are available for review at: Wildomar City Hall, 23873 Clinton Keith Road; Mission Trail Library, 34303 Mission Trail Blvd.; and on the City's website, www.cityofwildomar.org. 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 (CLOSED SESSION) - 6:00 P.M.

The City Council will meet in closed session to confer with legal counsel pursuant to the provisions of Government Code Section 54956.9(b) regarding one matter of significant exposure to litigation

ADJOURN CLOSED SESSION

CALL TO ORDER – 7:00 p.m.

ROLL CALL

MOMENT OF SILENCE

FLAG SALUTE

Boy Scout Troop 808

PRESENTATIONS

Boy Scout National Jamboree Attendees

Humanitarian Efforts Certificates

Chamber of Commerce Monthly Update

Community Services 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 9, 2010 Regular Meeting

RECOMMENDATION: Approve the Minutes as submitted.

1.3 Minutes – June 16, 2010 Special Joint Training/Norming Session

RECOMMENDATION: Approve the Minutes as submitted.

1.4 Warrant Registers

RECOMMENDATION: That the City Council approve the following Warrant Registers:

1. Dated June 22, 2010 in the amount of \$15,297.15; and
2. Dated June 30, 2010 in the amount of \$500,707.36.

1.5 Open Fire Permit Proclamation

RECOMMENDATION: That the City Council approve the Proclamation suspending the issuance of open burning permits and other uses of open fire.

1.6 Financial Accounting System Purchase and Support Costs

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

RESOLUTION NO. 2010 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING STAFF TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES INC FOR ACCOUNTING SYSTEM SOFTWARE, LAN WAN ENTERPRISES FOR HARDWARE AND M. CHENG FOR IMPLEMENTATION AND ACCOUNTING SUPPORT SERVICES

2.0 PUBLIC HEARINGS

2.1 Establishing Code Enforcement Fees (Continued from 06-23-10)

RECOMMENDATION: That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING THE CODE ENFORCEMENT FEE
SCHEDULE FOR PARKING FINES AND PENALTIES

3.0 GENERAL BUSINESS

3.1 Discussion of the Grand Jury Report and Potential Response

RECOMMENDATION: That the City Council direct the City Manager to submit a response to the Grand Jury within 90 days of the receipt of the report.

3.2 Landscape Maintenance District 2006-1

RECOMMENDATION: That the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY OF WILDOMAR ORDERING
PREPARATION OF THE ENGINEER'S REPORT REGARDING THE
PROPOSED ASSESSMENT TO BE LEVIED AND COLLECTED FOR
FISCAL YEAR 2010-11 WITHIN THE WILDOMAR LANDSCAPE
MAINTENANCE DISTRICT (LMD) 2006-1

2. Adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY OF WILDOMAR DECLARING ITS
INTENTION TO LEVY AND COLLECT ASSESSMENT WITHIN
WILDOMAR LMD 2006-1 FOR FISCAL YEAR 2010-11, 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

3.3 Notice of Intent to Establish Community Service Area Charges for FY 2010-11

RECOMMENDATION: That the City Council adopt a Resolution entitled:

RESOLUTION 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ESTABLISHING COMMUNITY SERVICE AREA
CHARGES WITHIN THE CITY FOR FISCAL YEAR 2010-11

3.4 Landscaping and Lighting Maintenance District No. 89-1-Consolidated, Zones 3, 29, 30, 90 and Street Lighting Zones

RECOMMENDATION: That the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ORDERING PREPARATION OF THE ENGINEER'S
REPORT REGARDING THE PROPOSED ASSESSMENTS TO BE
LEVIED AND COLLECTED FOR FISCAL YEAR 2010-11 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. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, 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 2010-11, 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

3.5 Proposal to Commit the City to the California Regional Water Quality Control Board (RWQCB), San Diego Region, Municipal Separate Storm Sewer System (MS4) Permit Requirements

RECOMMENDATION: Staff recommends that the City Council direct staff to submit a formal letter to the California Regional Water Quality Control Board (RWQCB), San Diego Region, requesting that the entire City be regulated by the San Diego Region MS4 Storm Water Permit Requirements.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

COUNCIL COMMUNICATIONS

FUTURE AGENDA ITEMS

ADJOURNMENT

2010 City Council Regular Meeting Schedule

July 28	October 27
August 11	November 10
August 25	November 24
September 8	December 8
September 22	December 22
October 13	

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 9, 2010, 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 COUNCIL MEETING MINUTES
JUNE 9, 2010**

The regular meeting of June 9, 2010, of the Wildomar City Council was called to order by Mayor Moore at 6:00 p.m.

Members in attendance: Mayor Moore, Mayor Pro Tem Swanson, Council Members Ade, Cashman, and Farnam. Members absent: None.

CALL TO ORDER (CLOSED SESSION) - 6:00 P.M.

The City Council will meet in closed session pursuant to the provisions of Section 54956.9(b) to confer with legal counsel with regard to one matter of pending litigation which poses a significant exposure to litigation against the City under the provisions of Section 54956.9(a). The pending litigation is:

Ste. Marie v. Local Agency Formation Commission (Reverse Validation Action)
RIC500152

At 7:00 p.m. the Council reconvened into open session, with all Council Members present, making no announcements.

There being no further business, Mayor Moore declared the closed session portion of the agenda adjourned.

CALL TO ORDER – 7:00 p.m.

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

Staff in attendance: City Manager Oviedo, Assistant City Manager Nordquist, City Attorney Biggs, Public Works Director Kashiwagi, Planning Director Hogan, Police Chief Cleary, Fire Chief Beach, and City Clerk Lee.

MOMENT OF SILENCE

A moment of silence was observed.

FLAG SALUTE

The Sheriff Explorers Unit led the flag salute.

PRESENTATIONS

Mayor Moore presented certificates to Hannah Gingrich, Sefra Rodriguez, and Samantha Wiggs, Girl Scouts Gold Award Recipients.

Henry Silvestre presented the Chamber of Commerce monthly update.

Chief Beach presented the Fire Department monthly update.

Chief Cleary presented the Police quarterly report.

City Manager Oviedo announced that Chief Cleary has been promoted in the Sheriff's Department to Chief Deputy. They are currently going through the process of replacing Chief Cleary for the Lake Elsinore and Wildomar Stations.

PUBLIC COMMENTS

Diane O'Malley, resident, spoke regarding democracy.

David Behrens, resident, stated that Lost Road is not being maintained and the road condition is very bad.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Mayor Pro Tem Swanson, seconded by Council Member Farnam, to approve the agenda as presented.

Roll call vote: Ayes – 5; Nays – 0. Motion carried.

1.0 CONSENT CALENDAR

Harv Dykstra, resident, relating to item #1.6, stated the high fire zone concerns him. He handed out a cancellation letter received from his insurance company regarding the insurance on his home. They then reinstated him however he is concerned that changing the zone he is in to high fire zone will cause him to lose his insurance.

A MOTION was made by Mayor Pro Tem Swanson, seconded by Council Member Farnam, to approve the agenda as presented.

Roll call vote: Ayes – 5; Nays – 0. Motion carried.

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances.

1.2 Minutes – May 26, 2010 Regular Meeting

Approved the Minutes as submitted.

1.3 Warrant Register

Approved the following Warrant Registers:

1. Dated May 21, 2010, in the amount of \$68,491.58;
2. Dated May 25, 2010, in the amount of \$31,116.80; and
3. Dated June 3, 2010, in the amount of \$754,460.39.

1.4 MSHCP Impact Fee Adjust – FY2010/11

Adopted a resolution entitled:

RESOLUTION NO. 2010 - 22
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, NOT INCREASING THE IMPACT MITIGATION FEE FOR
THE MULTI-SPECIES HABITAT CONSERVATION PLAN FOR FISCAL
YEAR 2010/2011

1.5 Ordinance No. 51 Second Reading

Adopted an Ordinance entitled:

ORDINANCE NO. 51
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, AMENDING SECTIONS 17.04.042,
17.04.043, 17.04.045, 17.04.046 AND 17.04.047 OF THE WILDOMAR
MUNICIPAL CODE RELATING TO THE ESTABLISHMENT OF A
PLANNING COMMISSION

1.6 Ordinance No. 52 Second Reading

Adopted an Ordinance entitled:

ORDINANCE NO. 52
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, ADOPTING THE VERY HIGH FIRE HAZARD
SEVERITY ZONE MAP PURSUANT TO THE PROVISIONS OF
CHAPTER 7A OF THE UNIFORM BUILDING CODE

2.0 PUBLIC HEARINGS

2.1 Annual Rate Adjustment for Waste Management Services

City Clerk Lee presented the item.

Mayor Moore opened the public hearing.

Assistant City Manager Nordquist presented the staff report.

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

A MOTION was made by Council Member Farnam, seconded by Council Member Ade, to adopt Resolution No. 2010 – 23 as presented.

Council Member Cashman inquired if other entities have adopted this rate increase as well.

Steve Glenn, Waste Management, answered yes.

Roll call vote: Ayes – 5; Nays – 0. Motion carried.

RESOLUTION NO. 2010 - 23
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING ANNUAL RATE ADJUSTMENT (1.8%)
FOR WASTE MANGEMENT SERVICES

2.2 Fiscal Year 2010/11 Budget

City Clerk Lee presented the item.

Mayor Moore opened the public hearing.

Assistant City Manager Nordquist presented the staff report stating that Staff would like this item continued to the next meeting.

City Manager Oviedo stated there are several factors that have just transpired that impact the budget. One of them being the park lawsuit that affects funding of the parks. Another issue is the County augmentation payment lawsuit. Lastly, animal control costs are much higher than were anticipated.

A MOTION was made by Council Member Farnam, seconded by Council

Member Ade, to continue the Public Hearing to June 23, 2010, at 7:00 p.m.

Roll call vote: Ayes – 5; Nays – 0. Motion carried.

2.3 Measure A 5 Year Plan

City Clerk Lee presented the item.

Assistant City Manager Nordquist presented the staff report stating the budget will need to be adopted first, and since that is being continued, Staff is asking that this be continued as well.

A MOTION was made by Council Member Farnam, seconded by Mayor Pro Tem Swanson, to continue the Public Hearing to June 23, 2010, at 7:00 p.m.

Roll call vote: Ayes – 5; Nays – 0. Motion carried.

3.0 GENERAL BUSINESS

No items

CITY MANAGER REPORT

City Manager Oviedo reminded everyone that on June 16, 2010, there will be a joint City Council and Planning Commission training session on the development process/norming session.

CITY ATTORNEY REPORT

There was nothing to report.

COUNCIL COMMUNICATIONS

Council Member Cashman stated the new animal shelter is beautiful, however it is going to be expensive. He attended a colloquium at Sycamore Academy which was very interesting.

Council Member Farnam stated RCTC approved funding for the SB821 Bicycle and Pedestrian Safety Program, of which \$285,250 will be coming to Wildomar. He spoke about the WRCOG energy efficient loan program and will keep everyone up to date on the issue.

Mayor Pro Tem Swanson stated she and Mayor Moore attended the Memorial Day ceremony which was beautiful. It was well attended as well. She and the Mayor also attended the Student of the Year ceremony which was great.

Mayor Moore stated she and Mayor Pro Tem Swanson and City Manager Oviedo attended the hospital meeting on May 27 and meet the new CEO. They are already fixing things and will be speaking at the Chamber breakfast. She urged everyone to attend the Farmer's Market on Monday nights. She also attended the Citizen Corps, and Edison Breakfast. In addition, yesterday the citizens voted for the 27th City in Riverside County, Eastvale.

FUTURE AGENDA ITEMS

None

ADJOURNMENT

There being no further business, Mayor Moore declared the meeting adjourned at 7:49 p.m.

Respectfully submitted,

Debbie A. Lee, CMC
City Clerk

**CITY OF WILDOMAR
CITY COUNCIL & PLANNING COMMISSION
TRAINING/NORMING SESSION MINUTES
JUNE 16, 2010**

The training/norming session of June 16, 2010, of the Wildomar City Council and Planning Commission was called to order by Mayor Moore at 7:00 p.m.

Members in attendance: Mayor Moore, Mayor Pro Tem Swanson, Council Members Ade, Cashman, and Farnam. Members absent: None.

The training/norming session of June 16, 2010, of the Wildomar City Council and Planning Commission was called to order by Chairman Devine at 7:00 p.m.

Members in attendance: Chairman Devine, Vice Chairman Dykstra, Commissioners Andre, and Commissioner-Elect Benoit. Commissioners absent: Kazmier.

The Flag Salute was led by Mayor Moore

PRESENTATIONS

Commissioner-Elect Ben Benoit was sworn in by City Clerk Lee as Planning Commissioner.

PUBLIC COMMENTS

Robert Helm, resident, stated he has concerns about traffic on Lakeview Terrace. He would like to see a three-way stop at Lakeview Terrace and Sylvester. He feels it is very dangerous as speeds will reach 50-60 MPH. Presently there are no stop signs on either street.

JOINT TRAINING AND NORMING SESSION

The City Council and Planning Commission met to discuss the planning and development process.

Planning Director Hogan presented how the development process works and the General Plan.

It was the consensus of the City Council and Planning Commission for the following:

1. Keep the pre-application process as it currently is.
2. For those projects that were inherited from the County, the Planning Commission and City Council will hear those on a case-by-case basis, after Staff review, and not receive an automatic approval or denial.
3. Generally speaking, Community Facility Districts (CFDs) are a tool to consider.
4. Changes to projects will be handled on a case-by-case basis, and not receive an automatic continuance.
5. Information such as letters, petitions, etc., submitted after the published agenda has been distributed, should be emailed to the City Council/Planning Commission as soon as possible. A paper copy should also be presented to the City Council/Planning Commission the night of the meeting.
6. New Planning Commissioners should receive basic education on CEQA and planning laws as soon as possible, depending on how long it has been, possibly a brush up course with all members.
7. It is appropriate to meet with potential developers so long as it is disclosed at the meeting they will have their project heard.

ADJOURNMENT – CITY COUNCIL

There being no further business, Mayor Moore declared the meeting adjourned at 9:43 p.m.

ADJOURNMENT – PLANNING COMMISSION

There being no further business, Chairman Devine declared the meeting adjourned at 9:43 p.m.

Respectfully submitted,

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR CITY COUNCIL
Agenda Item #1.4
CONSENT CALENDAR
Meeting Date: June 23, 2010

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

STAFF REPORT

RECOMMENDATION:

That the City Council approve:

1. Warrant Register dated June 22, 2010 in the amount of \$15,297.15; and
2. Warrant Register dated June 30, 2010 in the amount of \$500,707.36.

BACKGROUND:

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

FISCAL IMPACTS:

These Warrant 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 2009-10 Budget.

ALTERNATIVES:

1. Take no action
2. Provide staff with further direction.

Submitted by:

Approved by:

Gary Nordquist
Assistant City Manager

Frank Oviedo
City Manager

**City of Wildomar
Warrant Register
June 22, 2010**

Date	Num	Name	Memo/Description	Amount
6/22/2010	2485	DataQuick	Code Enforcement -Software - May 2010	151.88
6/22/2010	2486	American Forensic Nurses	Blood Draws	495.60
6/22/2010	2487	Bio-Tox Laboratories	RC Sheriff - Lab Services	645.11
6/22/2010	2488	Cortum Communications	Conference Phone Install ASTU - Labor & Materials	405.59
6/22/2010	2489	DirecTV	Monthly Office Television Service 6/12/10 - 7/11/10	83.99
6/22/2010	2490	DMN Publishing	City Hall Quarterly News - June 2010 Issue	578.00
6/22/2010	2491	Donny Goldberg	Concerts in the Park - Summer 2010	800.00
6/22/2010	2492	Galls Retail CA Lock Box	Cloth Shoulder Patches for Wildomar Police	489.38
6/22/2010	2493	Image Printing System	Farmers' Market Flyers; Birthday Celebration	165.30
6/22/2010	2494	Marathon Reprographics	Planning Charts	284.93
6/22/2010	2495	Murrieta Lock & Safe Inc.	Re-key and Master Key for City Hall Storage	108.94
6/22/2010	2496	North County Times	Notices of Public Hearing - 2010/2011 Budget; Director's Hearing	169.70
6/22/2010	2497	PARSAC	Pre-paid Commercial Crime Bond - FY2010/2011	700.00
6/22/2010	2498	Petals the Clown and Friends	Birthday Celebration - July 2010	360.00
6/22/2010	2499	Rightway	City-wide Clean-up Supplies	45.00
6/22/2010	2500	Southern Calif. Assoc. of Govts	Dues Assessment for Fiscal Year 2010/2011	2,695.00
6/22/2010	2501	Pitney Bowes	Postage Meter Refill - 6/2/2010	481.01
6/22/2010	2502	Aetna	Insurance Premium for City Council & City Clerk - June 2010	4,835.00
6/22/2010	2503	AFLAC	Insurance Premium for City Council & City Clerk - June 2010	604.74
6/22/2010	2504	Exec-U-Care	Insurance Premium for City Council - June 2010	437.50
6/22/2010	2505	Paula Willette	Reimbursement - Paid LA Accident - Concerts in the Park	500.00
6/22/2010	2506	OnTrac	Overnight Delivery Services - May 2010	60.48
6/22/2010	2507	Data Ticket, Inc.	Code Enforcement Citation Processing, Website Online Access - April 2010	200.00
Sub-total:				15,297.15

**City of Wildomar
Warrant Register
June 30, 2010**

Date	Num	Name	Memo/Description	Amount
06/30/2010	2508	Riverside Transit Agency	FY10/11 - Partial Funding for MSJC Go-Pass Program	803.00
06/30/2010	2509	A Better Party	Wildomar Mixer Events Rentals; Music/Movies in the Park	803.24
06/30/2010	2510	A & A Janitorial Services	Janitorial Services for Marna O'Brien Park Restroom - June 2010	643.91
06/30/2010	2511	Burke, Williams & Sorensen, LLP	City Attorney Services - May 2010	30,051.44
06/30/2010	2512	California Public Employee Retirement Sys	Contributions - City Manager, City Clerk, Asst. City Manager - June 2010	6,580.33
06/30/2010	2513	Diamond W Events	Contractual Servies - Parks & Emergency Preparedness - June 2010	7,759.07
06/30/2010	2514	Edison	Electric Services - 5/12/10 - 6/11/10	4,639.69
06/30/2010	2515	Entertainment Roundup	Pre-paid Expense - Birthday Celebration - July 2010	100.00
06/30/2010	2516	Inland Empire Media Group, Inc.	July 2010 Ad Placement	695.00
06/30/2010	2517	Innovative Document Solutions	Contract Copier Services/Maintenance - May 2010	578.62
06/30/2010	2518	Marathon Reprographics	Maps ordered for Council Meeting - 6/16/2010	133.76
06/30/2010	2519	Misty V. Cheng	Accounting Services - June 2010	8,820.00
06/30/2010	2520	North County Times	Notices of Public Hearings - 2010/2011 Budget, Ordinance 50	493.00
06/30/2010	2521	Riverside County Sheriff's Department	Conract Law Enforcement Services - 4/21/2010 - 5/19/2010	265,503.05
06/30/2010	2522	Scott Farnam	Travel Expense Reimburseemt - WRCOG General Assembly	59.50
06/30/2010	2523	Interwest Consulting Group	Various Municipal Services for May 2010	173,043.75
Sub-total:				500,707.36

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: July 14, 2010

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

STAFF REPORT

RECOMMENDATION:

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:

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

**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 15, 2010, and remain in effect until the proclamation is formally terminated.

Bridgette Moore, Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk



NEWS RELEASE

CAL FIRE / RIVERSIDE COUNTY FIRE DEPARTMENT

John R. Hawkins, Fire Chief

(951) 940-6900

www.rvcfire.org

Contact: Riverside County Fire **Release Date:** June 15, 2010
Public Affairs
(951) 940-6985

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

Effective at 12:00 p.m. on Wednesday, June 16, 2010, 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-



NEWS RELEASE

CAL FIRE / RIVERSIDE COUNTY FIRE DEPARTMENT

John R. Hawkins, Fire Chief

(951) 940-6900

www.rvcfire.org

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. hours on June 16, 2010 and remain in effect until I formally terminate this proclamation.

JOHN R. HAWKINS

Unit Chief

-END-

CITY OF WILDOMAR – CITY COUNCIL

Agenda Item #1.6

GENERAL BUSINESS

Meeting Date: July 14, 2010

TO: Mayor and City Council

FROM: Gary Nordquist, Assistant City Manager

SUBJECT: Financial Accounting System Purchase and Support Costs

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING STAFF TO EXECUTE AN AGREEMENT WITH TYLER
TECHNOLOGIES INC FOR ACCOUNTING SYSTEM SOFTWARE, LAN WAN
ENTERPRISES FOR HARDWARE AND M. CHENG FOR IMPLEMENTATION AND
ACCOUNTING SUPPORT SERVICES

BACKGROUND/DISCUSSION:

Since the City's inception in July 2008, the City has been using Quickbooks as its financial accounting system. The City has grown in terms of the number of different funds and increased accounting activity and therefore is in desperate need of a "Governmental" financial accounting system. For the past several months, the Finance Department has performed research and participated in demonstrations from various vendors offering governmental financial accounting systems. The EDEN governmental financial accounting system from Tyler Technologies was the best solution for the City based on its functionality, reputation and price. EDEN is a fairly common governmental financial software package used amongst many cities/agencies (175+ in California), such as Temecula and the Riverside County Transportation Commission.

Rather than issuing a formal request for proposal (RFP) and participating in the costly and time consuming selection process, the City has decided to "piggyback" (per the City's Purchasing Policy 3.06.080 B3) with the City of Dublin and the Riverside County Transportation Commission, both of whom purchased EDEN Systems in the past year through a formal bidding process. The City of Dublin's selection process included receiving 20 proposals which were narrowed to a field of 3 firms who conducted six days of on-site demonstrations. Additional background checking and review was undertaken with two of the vendors before a decision was made to recommend Tyler Technologies and the Eden solution. The City of Wildomar's scope of needs is not as grand as Dublin's, however the City of Wildomar component prices negotiated with Tyler Technologies were lower.

Along with the purchase of EDEN Systems software, certain hardware (servers and other related equipment), a dedicated printer for checks and a desktop computer need to be purchased. In addition, there will be additional IT labor required for the installation

of the dedicated EDEN servers as well as for the upload and configuration of the EDEN Systems software. The new servers and related hardware will not only be used to run the EDEN application but will also serve as the IT infrastructure (foundation) to future IT projects such as bringing email, network files, and Laser Fiche in house, as opposed to the City's current hosted IT solution. Quotes were obtained through a bidding process for the computer hardware and labor. Lan Wan Enterprise was selected for the purchase of the necessary hardware, printer, desktop computer and related labor based on their recommended solution to access the EDEN application via servers located on the premises for faster connectivity and their experience with EDEN and EDEN implementation in other cities.

Once the EDEN software is installed onto the servers and properly functioning, the implementation process will commence. Misty V. Cheng, a consultant to the City, has several years of EDEN experience and has implemented EDEN Systems in 5 different cities. Her knowledge of EDEN as well as her knowledge of the operations of the Finance Department makes her the ideal vendor to assist in the City's implementation and training processes. Only minimal training from Tyler Technologies will be provided for initial setup of the software and new applications. The anticipated timeframe to "go live" is the first week of October after installation, conversion of the first couple of months of the 2010-11 fiscal year (which will still be in Quickbooks), creating a chart of accounts, customization of forms, performing test runs, and training of city staff.

FISCAL IMPACTS:

The EDEN license fee and minimal training hours are to not exceed \$22,000.00. Annual software maintenance fees of \$4,050. Purchase of necessary hardware, software, labor from Lan Wan Enterprise is not to exceed \$21,700.00 and annual support costs \$5,400.00. Implementation and training process to be provided by Misty V. Cheng for the EDEN project is not to exceed \$9,900.00 and accounting support for six months not to exceed \$50,000.00. These costs are within the FY 2010-11 budgeted amounts for the project and related support costs.

ALTERNATIVES:

1. Take no action
2. Provide staff with further direction.

Submitted by:

Approved by:

Gary Nordquist
Assistant City Manager

Frank Oviedo
City Manager

ATTACHMENTS:

- A. Tyler Technologies (EDEN) Software License Agreement
- B. Lan Wan Enterprise Estimate (Quote)
- C. Misty V. Cheng Proposal for EDEN Implementation

RESOLUTION NO. 2010 - _____
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING STAFF TO EXECUTE AN AGREEMENT WITH
TYLER TECHNOLOGIES INC FOR ACCOUNTING SYSTEM SOFTWARE, LAN WAN
ENTERPRISES FOR HARDWARE AND M. CHENG FOR IMPLEMENTATION AND
ACCOUNTING SUPPORT SERVICES**

WHEREAS, the City Council has identified as a high priority goal undertaking Finance System Replacement; and

WHEREAS, on June 23, 2010, the City Council approved the Financial System project budget for FY 2010-11; and

WHEREAS, the City Council authorizes the use of Purchasing Policy 3.06.080 B3 to piggy back on the City of Dublin's and Riverside County Transportation Commission purchasing selection and award process for the Tyler Technologies Financial Software purchase; and

WHEREAS, the Staff recommends awarding an agreement to Tyler Technologies Inc Eden for the provision of software, LAN WAN for the provision of hardware and system support maintenance and M. Cheng for training, implementation and accounting support services; and

WHEREAS, the estimated cost of the Tyler Technologies agreement is \$22,080 and \$4,050 annually, LAN WAN is \$21,700 and \$5,400 annually and M. Cheng is \$9,900 for the initial implementation and training and six months of accounting support is \$50,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wildomar, California, hereby authorizes the City Manager as the General Purchasing Agent to procure Financial System Software from Tyler Technologies Inc Eden, System Hardware from LAN WAN Enterprises, and Implementation/Training Services from M. Cheng as attached hereto.

BE IT FURTHER RESOLVED that the City Manager is authorized to make any non-substantive changes to the Agreement presented in consultation with the City Attorney.

PASSED APPROVED AND ADOPTED this 14th day of July, 2010.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

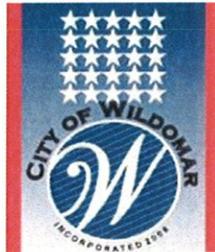
Debbie A. Lee, CMC
City Clerk

Attachment

A

Financial and Administrative Information Systems Proposal

Prepared for



City of Wildomar

Gary Nordquist
Assistant City Manager
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Phone: (951) 677-7751
FAX: (951) 698-1463
GNordquist@cityofwildomar.org

Prepared By:
Tyler Technologies | EDEN Division
Mark Wright
mark.wright@tylertech.com
Phone: 877-646-4877
April 9, 2010





1100 Oakesdale Avenue SW
Renton, WA 98057
mark.wright@tylertech.com
877-646-4877

Customer Name:
Contact:
Date:
Salesperson:

City of Wildomar
Gary Nordquist
April 9, 2010
Mark Wright

Summary Investment

Summary Investment

Annual Maintenance Fees

License Fees	16,000
Training	6,000
Estimated Travel Expenses	0
Total Purchase Price	<u>22,000</u>

Software Maintenance	4,050
Total Annual Fees	<u>4,050</u>



Tyler Technologies; 1100 Oakesdale Ave SW; Renton, WA 98057; (800) 328-0310; eden.sales@tylertech.com

*** Customer Price Quotation - Standard Implementation ***

Customer Name: City of Wildomar
 Concurrent Users: 10
 Date: April 9, 2010

Product Description	License Fee Support Basis	Discount Percent	Total Product Fees	Estimated Service Charges (Training, Data Conv, & Proj Mgmt)	Estimated Expenses & Taxes	Total	Annual Recurring Support
Eden - System, Database, OS Setup							
System Administration			\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -
EDEN - Financial Applications							
Core Financials - GL/AP/PG	\$ 13,000.00	25%	\$ 9,750.00	\$ 3,600.00	\$ -	\$ 13,350.00	\$ 2,340.00
Budget Preparation	\$ 3,000.00	25%	\$ 2,250.00	\$ -	\$ -	\$ 2,250.00	\$ 540.00
Requisitioning	\$ 3,000.00	25%	\$ 2,250.00	\$ -	\$ -	\$ 2,250.00	\$ 540.00
Role Tailored Dashboard	\$ 3,500.00	50%	\$ 1,750.00	\$ 1,200.00	\$ -	\$ 2,950.00	\$ 630.00
Other EDEN Services							
SubTotal	\$22,500.00		\$ 16,000.00	\$ 6,000.00	\$ -	\$ 22,000.00	\$ 4,050.00
Grand Total			\$ 16,000.00	\$ 6,000.00	\$ -	\$ 22,000.00	
Eden Standard Support - All Products							
Eden Standard Support - All Products	\$ 4,050.00						
Third Party Direct Support	\$ -						
Crystal Software Assurance	\$ -						
Disaster Recovery Services (DRS)	\$ -						
Escrow Service for Source Code	\$ -						
Support Plus	\$ -						
OS/DBA (Ops System and DataBase Support)	\$ -						

All prices except for those marked as 'Estimated' are good for 120 days from the above date. "Estimated" quotes are subject to immediate change without notice. Tyler offers software support on items under the 'Eden' categories. Software support begins upon onset of training of the software module. Support and maintenance on all other items is offered directly by the supplier or manufacturer. All client computers must meet the minimum client hardware and software requirements defined by Tyler. Sales taxes estimated above will be charged to Washington customers per the purchasing agreement. Estimated costs of Travel and Expenses includes estimated charges for travel to and from the customer site.

Tyler Technologies; 1100 Oakesdale Ave SW; Renton, WA 98057; (800) 328-0310; eden.sales@tylertech.com

*** Estimated Training - Install - Conversion Days ***

Customer Name: City of Wildomar
 Concurrent Users: 10
 Date: April 9, 2010

Product Description	On Site Trips	Installation, Training, Off-site prep days	Data Conv Days	Other Consulting Days	Total Services Days
Eden Systems - System, Database, OS Setup					
System Administration		1.0			1.0
Eden Systems - Financial Applications					
Core Financials - GL/AP/PG		3.0			3.0
Budget Preparation		-			-
Requisitioning		-			-
Role Tailored Dashboard		1.0			1.0
Eden Systems - Personnel Applications					
Eden Systems - Citizen Services Applications					
Other Products & Services					
Other EDEN Services					
3rd Party Products					
Total	-	5.0	-	-	5.0

Quotes for services to assist the client are substantially less than the normal estimate of assistance provided to new Clients. However, personnel employed by the client are experienced users of the software, and, per Client request, Client will be responsible for all implementation activities, with only minimal oversight by Tyler. Even in the "train-the-trainer" scenario, the quotation is not a guarantee that quoted services will match the skill and requirements of your staff and that additional services might not be needed. Specifically, should Client personnel change, Tyler unequivocally reserves the right to revise the amount and/or types of services recommended above. For all services quoted herein Tyler will deliver the number of days for the dollars quoted. All additional services beyond those shown in this quotation must first be authorized by the customer and will be provided by Tyler as its scheduling permits and at its then current hourly rate.



Tyler Technologies.; 1100 Oakesdale Ave SW; Renton, WA 98057; (800) 328-0310; sales@edeninc.com
 *** Customer Price Quotation - Standard Implementation ***

Customer Name: City of Wildomar
 Concurrent Users: 10
 Friday, April 09, 2010

NOTE 1	State Package is not included	
NOTE 2	Imaging Printers	Printers DO NOT INCLUDE Imaging Functionality in the Cashiering solution
NOTE 3	Cashiering Spares	
NOTE 4	NIGP Code Pricing	no pricing for NIGP is included.
NOTE 5	LiteSpeed Pricing	LiteSpeed is not quoted in this proposal
NOTE 6	Third Party Support	No Third Party Support Costs
NOTE 7	Permits Mobile Devices	No Mobile Permit Devices included
NOTE 8	Web Extension Setup	The License fees for all WEB Extensions include Service time for installation, making basic functionality operational, and adapting the "style configuration" to the Agency Web Site.
NOTE 9		
NOTE 10		
NOTE 11		
NOTE 12		
NOTE 13		
NOTE 14		

Std. Project Management

After the contract is finalized and signed, EDEN will assign a Project Manager as the primary contact for the Client. Standard project management responsibilities include:

1. Provides an implementation schedule and methodology for implementation process.
2. Set and manage expectations for the implementation.
3. Work through the Client Reference Guide with the Client PM.
4. Serve as a single point of contact for the client on most issues.
5. Work with the Client PM to coordinate the implementation schedule and timeline for "live" dates.
6. Schedule EDEN resources for implementation/training days.
7. Schedule conversion services with appropriate departments within EDEN.
8. Schedule verification testing of software installation.
9. Oversee project and monitor progress with Client PM.
10. Facilitate all communication of EDEN team members.
11. Monitor implementation progress against budgeted contract amount and responsibilities and inform Client I
12. Coordinate transition from Implementation to Support.
13. Review all EDEN Invoices (billings) with Client PM to assure prompt payment.

Premier Proj Management

The following additional services are included if you have purchased Premier Project Management Services:

1. Provide a detailed task list for the project using Microsoft Project.
2. Provide guidance for the timing and testing of forms, printers and third party interfaces.
3. Manage Consultant handoffs if multiple Implementation Consultants are utilized during implementation of a single suite.
4. Hold regularly scheduled conference calls with Client PM to review status and outstanding
5. Facilitate program change orders within EDEN and custom interfaces through development.
6. Provides overall project planning and management for implementation and communicates with the Client PM
7. Primary point of contact between client and EDEN during the life-cycle of the project.
8. Creates and troubleshoots project plans and training schedules.
9. Conducts onsite Kick-Off meetings for clients to explain the implementation process, delineate client and EDEN responsibilities, set expectations, and address questions.
10. Provides proactive issue identification and resolution by clarifying topics with client teams and notifying and escalating to internal departments and client management as necessary.
11. Identifies client initiated system enhancement and modification requests; thoroughly documents the requirements for Development; continually monitors progress toward attainment of schedules; and facilitates final acceptance of the product by the client.
12. Defines and controls project scope, to include time and cost.
13. Determine status of pending tasks assigned to both client and internal team.
14. Perform risk analysis and recommend implementation strategy and approach for addressing risks identified.
15. Provides project support to on-site Implementation Consultants.
16. Travels to client site as necessary to evaluate and advise client at critical stages of project.

AGREEMENT

This agreement ("Agreement") is made this _____ day of _____ 2010 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 1100 Oakesdale Avenue SW, Renton, Washington 98057 ("Tyler") and the City of Wildomar, with offices at 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595 ("Client").

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user manuals for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and user manuals.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- e) Client acknowledges and agrees that the Tyler Software Products and user manuals are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and user manuals confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or user manuals by any party.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler user manuals for internal use only.
- h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee (currently \$683) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in Exhibit 1 - Investment Summary.

3. Verification of the Tyler Software Products.

Client shall select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler in accordance with Article of Section E:

- a) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Tyler shall verify the Tyler Software Products by demonstrating to Client that the Tyler Software Products perform all of

the functions set forth in Exhibit 2 - Verification Test, which demonstration will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler user manuals and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client; or

b) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Client shall use its own process to verify that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler user manuals and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client.

c) Verification as described herein will be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler will correct the cause thereof. In the event Tyler cannot correct the cause thereof, Client may invoke its rights under Article 4 Limited Warranty of Section A - Software License Agreement.

d) Tyler shall promptly correct any functions of the Tyler Software Products that failed verification.

4. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler user manuals and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current Tyler user manuals will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect. Should Tyler be unable to cure the Defect or provide a replacement product, Client will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, which will be Client's sole remedy should Tyler be unable to cure the Defect or provide a replacement product.

5. Intellectual Property Infringement Indemnification.

a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Tyler pre-approves in writing.

b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

- i. Promptly notifies Tyler in writing of any such claim;
- ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
- iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
- ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
- iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
- iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;

- v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
- vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

- i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
 - (a) Procure for Client the right to continue using the infringing Tyler Software Products;
 - (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing;
 - or
 - (c) Terminate Client's license for the infringing Tyler Software Product and refund to Client the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.
- ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

6. Limitation of Liability. In no event will Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Software fees set forth in Exhibit 1 - Investment Summary and paid by Client. Such License fees reflect and are set in reliance upon this limitation of liability.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Services. Tyler shall provide the services set forth in Exhibit 1 - Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. Professional Services Fees.

- a) Notwithstanding specific prices to the contrary set forth in Exhibit 1 - Investment Summary, all Installation, Training and Consulting services will be invoiced on a weekly basis.
- b) Verification in accordance with Article 3 (a) of Section A - Software License Agreement will be billable to Client at the rate for Training services set forth in Exhibit 1 - Investment Summary.
- c) Payment is due within thirty (30) calendar days of invoice receipt.
- d) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Tyler's current Business Travel Policy is attached hereto as Exhibit 3. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

3. Limited Services. Quotes for Professional Services to assist the client are substantially less than the normal estimate of assistance provided to new Clients. However, personnel employed by the client are experienced users of the software, and, per Client request, Client will be responsible for all implementation activities, with only minimal oversight by Tyler. Even in the "train-the-trainer" scenario, the quotation is not a guarantee that quoted services will match the skill and requirements of your staff and that additional services might not be needed. Specifically, should Client personnel change, Tyler unequivocally reserves the right to revise the amount and/or types of services recommended above. For all services quoted herein Tyler will deliver the number of days for the dollars quoted. All additional services beyond those shown in this quotation must first be authorized by the customer and will be provided by Tyler as its scheduling permits and at its then current

hourly rate.

4. Additional Services. Services utilized in excess of those set forth in Exhibit 1 - Investment Summary and additional related services not set forth in Exhibit 1 - Investment Summary will be billed at Tyler's then current rates.

5. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Consulting, Training, Conversion, and other miscellaneous Services fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

6. Cancellation. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred on Client's behalf; and (ii) daily fees associated with the canceled services if personnel cannot be reassigned.

7. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

SECTION C – MAINTENANCE AGREEMENT

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

2. Term of Agreement. This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

3. Payment.

a) Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.

b) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Article 5 of Section C Maintenance Agreement, including materials and expenses, will be billed to Client at Tyler's then current rates.

c) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Software Maintenance fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of all past due Software Maintenance fees, including all such fees for the periods during which services were suspended.

4. Maintenance Services Terms and Conditions.

a) For as long as a current Maintenance Agreement is in place, Tyler shall:

i. In a professional, good and workmanlike manner, perform its obligations set forth in this Maintenance Agreement in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.

- ii. Provide telephone support on the Tyler Software Products. Tyler personnel will accept telephone calls during the hours of 5 AM PST and 6 PM PST, Monday through Friday, excluding holidays.
 - iii. Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler user manuals.
 - iv. Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
 - v. Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and Installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
- b) Client acknowledges and agrees that Tyler reserves the right to cease supporting a prior release of the Tyler Software Products six (6) months after shipping a new release of the Tyler Software Products.

5. Limitations and Exclusions. Software Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

6. Client Responsibilities.

- a) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
- b) Client shall maintain for the duration of the Agreement a VPN connection through Citrix or Microsoft Terminal Services. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

7. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the Maintenance fees paid to Tyler during the twelve (12) months prior to the claim. Such Maintenance fees reflect and are set in reliance upon this limitation of liability.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products. For the price set forth in Exhibit 1 - Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the Third Party Products set forth in the Investment Summary (collectively, the "Third Party Products").

2. License of Third Party Software.

- a) Upon Client's payment in full of the Third Party Product Fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the Third Party Software Products and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
- b) The developer of the Third Party Software Products (each a "Developer", collectively "Developers") shall retain ownership of the Third Party Software Products.
- c) The right to transfer the Third Party Software Products to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.

d) Client acknowledges and agrees that the Third Party Software Products and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the Third Party Software Products and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the Third Party Software Products and related documentation by any party.

e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Third Party Software Products.

f) Client may make copies of the Third Party Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Third Party Software Products. Client may make copies of the documentation accompanying the Third Party Software Products for internal use only.

3. Delivery. Unless otherwise indicated in Exhibit 1 - Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. Installation and Acceptance. Unless otherwise noted in Exhibit 1 - Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Verification of the Tyler Software Products in accordance with Article 3 of Section A shall constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.

a) Tyler is authorized by each Developer to grant licenses or sublicenses to the Third Party Products.

b) Tyler warrants that each Third Party Product shall be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each Third Party Product shall be free and clear of all liens and encumbrances arising through Tyler.

c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

7. Maintenance.

a) In the event Client elects not to purchase through Tyler maintenance services on the Third Party Products, or such maintenance services are unavailable, it shall be the responsibility of Client to repair and maintain the Third Party Products and purchase enhancements as necessary after acceptance as set forth in Article 4 of Section D.b) In the event Client elects to purchase through Tyler maintenance services on the Third Party Products, Tyler will facilitate resolution of a defect in a Third Party Product with the Developer.

c) In the event the Developer charges a fee for future Third Party Software Product release(s), Client will be required to pay such fee.

8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fees of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in Exhibit 1 – Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Article of Section E General Terms and Conditions. In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Invoice Dispute.

a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.

b) Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.

3. Force Majeure; Client Assistance. “Force Majeure” is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.

b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

4. Indemnification.

a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any

and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.

b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's receipt of written notice from Client, the following procedure will apply:

a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.

b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.

9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected

thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Modification. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

14. Termination. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

16. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

17. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

18. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

19. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

- 1) Actually received,
- 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- 3) Upon receipt by sender of proof of email delivery, or
- 4) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
370 US Route 1
Falmouth, ME 04105
Attention: Contracts Manager

City of Wildomar
23873 Clinton Keith Rd., Ste 201
Wildomar, CA 92595
Attention: _____

20. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

21. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

22. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

23. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

24. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

25. Shipping. Delivery will be F.O.B. shipping point.

26. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

27. Payment Terms.

a) Tyler shall invoice Client \$4,000.00 upon the Effective Date. Such amount equals 25% of the Software License Fees.

b) Tyler shall invoice Client \$8,000.00 when Tyler has made the Tyler Software Products available to Client for downloading. Such sum equals:

50% of the Software License fees (\$8,000.00)

c) Tyler shall invoice Client \$4,000.00 upon verification of the Tyler Software Products in accordance with Article 3 of Section A - Software License Agreement ("Verification"). Such amount equals 25% of the Software License fees. Unless Client notifies Tyler in writing that the Tyler Software Products have failed Verification, this period shall not exceed ninety (90) days from the date Tyler makes the Tyler Software Products available to Client for downloading.

d) Tyler shall invoice Client fees for Training & Installation, Data Conversion, Project Management, and Other Professional Services, plus expenses, if and as provided/incurred, on a weekly basis, and are due and payable thirty (30) days after receipt of invoice.

e) Tyler shall invoice Client fees for modifications 50% upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.

f) Prices do not include travel expenses, subject to Article 2(d) of Section B.

g) The year 1 Maintenance fees of \$4,050.00 are due on installation. Tyler will invoice Client such fees prorated through the end of the calendar year in which training begins.

28. Optional Items. Pricing for optional products and services shall be valid for six (6) months from the Effective Date.

29. Contract Documents. This Agreement includes the following exhibits:

- Exhibit 1 – Investment Summary
- Exhibit 2 – Verification Test
- Exhibit 3 – Support Call Process
- Exhibit 4 – Business Travel Policy
- Exhibit 5 – Data Conversion Process

30. Annual Appropriation. The terms of this Agreement are subject to annual appropriation of funds by the Client in accord with the requirements of Article XVI, section 18 of the California constitution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.
ERP and School Division

City of Wildomar

By:

By:

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

Exhibit 1 – Investment Summary

[See pages following]

Exhibit 2 – Verification Test

The Verification Test will be conducted after the Tyler Software Products are installed and before they are implemented. The Verification Test is performed using the Tyler sample database. Such database contains general information applicable to all Tyler clients. As such, the Verification Test will not demonstrate Client-specific functionality. Rather, the Verification Test will confirm that the Tyler Software Products are installed and performing baseline functions.

Client:

Contact:

Date:

Financial Products

1. View general ledger accounts form (Initial) _____
2. View budget documents
3. View accounts payable vendor form
4. Find purchase orders in purchase order inquiry
5. View inventory item form
6. View fixed assets form
7. View projects form
8. View accounts receivable customers form

Customer Information System Products

1. View fee schedule with rate tables (Initial) _____
2. View utility billing account form
3. View utility billing customer form
4. View parcels form
5. View license form
6. View permits form

Personnel Products

1. View employee form (Initial) _____
2. View position form
3. View deduction codes
4. View pay type codes
5. View shift calendars

Exhibit 3 – Support Call Process

The EDEN support solution includes the following services, described in detail in the sections that follow:

EDEN Help Desk	Included with Annual Support
Software Development and Updates	Included with Annual Support
OSDBA Help Desk	Optional
Customer Care	Included with Annual Support
Disaster Recovery	Optional
Consulting Group	Optional
Web Page Customer Tools/Information Access	Included with Annual Support
Local Group Training	Optional
Local User Groups	Included with Annual Support
Annual Users Conference	Optional

EDEN Help Desk

Customer Support averages a less than 1 hour response time on all priority 1 calls and a less than 3 hour response time on the remaining calls, unless received at the end of the day; those calls are returned the next morning.

Focused by Application

EDEN Customer Support is divided into application-specific teams, plus a separate team for OSDBA (Operating System / Database Administration) contract clients. Application-specific teams allow a technician to focus on a group of applications and therefore offer more detailed support to our clients.

Call Tracking and Priorities

Tyler records all client contacts in a Customer Response Management (CRM) system. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, problem description, support recommendations, client feedback, FERs (Fix or Enhancement Requests) to Development, and resolution.

A priority is assigned to each call logged:

#	Description	Average response time
1	Critical Issue – system is down	<1 Hour
2	Severe issue, but there is a work around	<2 Hours
3	Important issue – not severe	<4 Hours
4	Lowest priority issues	1 Business Day

For system applications, standard phone support coverage is from 5:00 AM to 6:00 PM (Pacific Standard Time) Monday through Friday. OSDBA Support is available from 5:00 AM to 6:00 PM (PST) Monday through Friday. The client can also contract with Tyler for support service outside of standard hours.

Call Escalation Process

Each day, Senior Technicians, Team Leaders, and Senior Analysts review open calls in their

focus area to monitor progress.

Calls still open are reviewed periodically and escalated as required. The priority of a given call may be modified as Tyler becomes more informed about the circumstances surrounding an issue. For example, a lower priority call may become Priority 1 if research discovers a more critical issue or a previously unknown deadline or penalty.

Remote Diagnostic Tool

Should Tyler need to access a client's server to diagnose a problem, GoToAssist is used to share the client's desktop via the Internet. EDEN Support can temporarily assume control of the client's desktop to show them how to use a program or how to find information in a report. In addition, the client can show the EDEN Help Desk how they are using EDEN and what they are experiencing. GoToAssist also supports the transfers of files, if necessary. EDEN Support also utilizes VPN connections working with SQL tools directly against database servers in the event of data issues.

Web / E-mail Support

Support is available from the EDEN Client Support section of www.tylertech.com. Using our website, a client can enter new support issues, manage existing issues and contact Support personnel. EDEN offers the alternative of email support; however, because response time may be longer, Tyler recommends that clients use e-mail for non-urgent support issues only.

OSDBA Help Desk

The EDEN OSDBA (Operating System / Database Administration) Department is configured as a separately billable service to Tyler clients on a contract basis.

If the client opts for this service, a one-day analysis performed remotely by an OSDBA technician is included. This analysis performs recommended EDEN and RDBMS (Relational Database Management System) tasks, including consistency checking, space evaluations, data space recovery, hard disk re-configuration, backup recovery verification, and system table updates. This establishes a stable base from which further system support can be provided.

The primary areas of provided services include:

Operating System Support

- Basic OS System Administration
- Cleaning up file systems
- Printer installation & configuration assistance
- Cash Station (POS) installation & configuration assistance
- System backup configuration assistance
- System recovery assistance
- System transfer services

RDBMS Database Software Support

- RDBMS (Relational Database Management System) Administration assistance
- RDBMS software upgrade installation assistance
- Data recovery assistance

Connectivity software installation & configuration assistance
RDBMS tuning assistance

EDEN Software Support

Maintenance Release/Upgrade installation assistance

Additional OSDBA Services

Some of these services are available at no charge or for a minimal fee with your OSDBA contract:

EDEN Server System Maintenance

Remote System Administrator Training

Server Transfer Service every two years

See the Product Brief for Consulting Group for more details.

Customer Care

Customer Care is a hands-on role dedicated to maximizing the customer satisfaction of Tyler Clients using the EDEN software solution. The customer care team is chartered with the responsibility of staying in touch with the client base and understanding the generic and specific customer satisfaction issues. This will include organizing and making recommendations to EDEN Management regarding product improvements, and recommending business process or delivery practices improvement. The team will identify and provide services/methods that will enhance the product knowledge and use of the Product by the installed base so that our Clients maximize their product leverage with minimal intervention required by Support or Training departments. This team also provides the focal point for organizing local/regional user groups and will facilitate the inter-agency communication of EDEN clients.

Web Page Customer Tools / Information Access

Like most Web sites, www.tylertech.com is designed to provide information to clients, employees, and prospects.

One aspect that stands apart is a section called Customer Tools within EDEN Client Support. This section provides valuable information of specific interest to the client base. For example, clients can:

Research server requirements and hardware installation instructions

Review and register to attend regional Group Training Seminars, the Annual User Conference, or regional User Group Meetings

Download information about EDEN Releases, Online Manuals, Trouble Saving Tips, and Crystal Report templates

Log issues with the Support Department

Register for e-mail notification of support issues

Attend scheduled electronic meetings for training and product demonstrations

Local Group Training

The Consulting Group offers clients cost-effective group classes, scheduled at regular intervals,

available at regional locations throughout the United States. These training classes can:

Be a refresher on procedures run just once a year

Describe how to implement an advanced function

Provide instruction on using new functionality

Tyler mails course descriptions with suggested target audiences to all current users. Clients can also refer to the EDEN Client Support section of www.tylertech.com. Examples of classes:

EDEN 4.x - Improvements and Enhancements

Fixed Assets

Monthly Reconciliation

Budget Preparation

Personnel - Salary and Benefit Projections

System Administration

W-2 / 1099 Processing

Exhibit 4 – Business Travel Policy

Airfare

All airfare will be booked Economy Class, with best efforts to make reservations 2 – 4 weeks in advance for best pricing. All air tickets will be booked “non refundable” to minimize ticket costs. If change fees or other additional charges are incurred as a result of Client rescheduling, cancellations, or other factors that impact the planned dates for a trip, the Client will be billed for those charges.

Airport Parking

Client is billed for the cost of on-airport long term parking costs incurred while staff is traveling to client site.

Mileage

Federal Government Rate

Tyler employee mileage to the airport, train terminal, etc. for the client trip will be billed at the IRS designated reimbursement rate per mile. Actual mileage for the employee travel to the site will be billed at the IRS rate if not traveling by air, rail, etc.

Airport Shuttle

If Tyler employee uses the service of an airport shuttle, this amount will not exceed the standard rate for airport parking (as noted above) plus mileage to and from the airport.

Car Rental

Tyler has negotiated rates with national automobile rental companies to minimize car rental fees. Actual cost of car rental, taxes, refueling costs etc. will be billed to the Client.

Hotel/Motel

Tyler employees will stay at medium-class hotels/motels (less than 4 stars) when available. 4 or 5 Star hotels/motels may be selected if, during promotional times, prices can be negotiated at rates similar to 3 star facilities.

Meals

Federal daily per diem rate for Client location will apply. Per diem will include travel time to and from the Client location.

Miscellaneous

All direct expenses not included above will be billed to the Client. This includes but is not limited to such items as internet connectivity (if not included free in the cost of hotel) and any other incidentals such as copies, supplies, road tolls, local parking fees, etc. directly related to time spent on site.

Exhibit 5 – Data Conversion Process

Conversion Assistance

Tyler will generally convert relevant and useful data from a client's legacy system as a part of the conversion/installation process. The Investment Summary contains an estimated cost for the project. This estimate is based on Tyler's experience in performing similar successful data conversions over the past twenty years. Client will be billed for actual conversion services provided by Tyler.

Tyler has developed the following proven strategy for converting data from legacy systems into Tyler's database structure.

- A project coordinator is assigned to Client once the Agreement is executed.
- The project coordinator works with Client to schedule consultation meetings (or site visits if necessary) in accordance with the data conversions for each module.
- Tyler provides detailed conversion data specification documents to Client's technical staff.
- Tyler's conversion specialists consult with Client's technical staff and provide file specifications to enable Client's technical staff to prepare and provide the conversion data in the necessary format. If requested by Client, Tyler will determine if Tyler can gather the data itself and assist in converting it into Tyler's data specifications (referred to as a start-to-finish conversion for an additional fee). Otherwise, Tyler's standard conversion method requires Client to provide Tyler with the extract of the required data in accordance with Tyler's data specifications and in the technical format specified below. Data must be "in balance" in order to proceed with the conversion process.
- Client provides Tyler with the first instance of data on or before a scheduled date. Tyler inspects and verifies the accuracy of the data. Data may require additional "clean-up" by Tyler's technical staff or Tyler may require Client to provide Tyler with new data files. Once the data is considered accurate, Tyler converts the data into Tyler's database schema. This is typically done using conversion programs written and maintained by Tyler's technical staff.

- Depending on the accuracy and conformance of the data provided by Client, Tyler may repeat the conversion process up to two times, in order to provide accurate and balanced data before Client uses the Tyler Software Products in live production. On the more complicated Tyler Software Products, Tyler typically plan for an initial conversion to be aligned with the “set up” of the Tyler Software Product, refinement of the conversion during system testing, and then a final conversion for parallel processing and use of the Tyler Software Product in live production.
- During the entire process, a Tyler conversion specialist is assigned to each Tyler Software Product that is receiving converted data. This person will be responsible for working with Client to analyze and convert data, support Tyler’s Implementation Consultant while on-site, and fix data problems using the available tools. Once Client uses the Tyler Software Products in live production, Client is officially transitioned to Tyler’s Technical Support organization.

File Formats

There will typically be multiple conversion files for each module. Conversion import files may be provided in one of the following formats: 1) ASCII pipe “|” delimited text file, 2) Non Formatted Microsoft Excel Worksheet, or 3) Microsoft Access database.

The import files must adhere to the following characteristics:

- ASCII character content: The data must contain only printable ASCII characters. Control characters, non-printable characters, or “packed” data fields are not allowed.
- One record per line or row: Each line or row constitutes a single record or row of data.

ASCII Pipe Delimited Text File:

Data may be provided as ASCII pipe delimited text files with variable length data separated by a “|” (“pipe”) character. Variable length records contain fields that are only as wide as the data requires (there are no leading or trailing spaces between data in each field). Files should be stored using the “.txt” file extension. Fields containing a Null value should have two adjacent pipe delimiter characters “||” representing the start of the current field and the start of the next field; it is not necessary to fill the field with spaces.

Microsoft Excel Worksheet:

Data may be provided as a Microsoft Excel Worksheet with one worksheet representing one conversion file. All conversion files may be stored in one Microsoft Excel file as separate worksheets in the same “.xls” file extension. Worksheets cannot contain macros or data links. Each worksheet must adhere to the file specifications with the first row containing the header column information and each subsequent row representing one record of data.

Microsoft Access Database:

Data may be provided as a Microsoft Access Database with each conversion file defined as a separate table. Table names should adhere to the file names minus the “.txt” extension. Upon request, a Microsoft Access Database may be supplied with all conversion tables pre-defined.

Assumptions

The conversion service fees listed in the Investment Summary are based upon the following assumptions:

- The conversion estimate includes conversion of financial data for one client. The conversion includes the current and previous fiscal year for each Tyler Software Product, unless otherwise noted.
- Client is responsible for extracting the “convert-from” data files from its systems, formatting it into Tyler’s provided data specifications, and providing it in one of the acceptable technical formats.
- Tyler will convert the chart of accounts, organization titles, funds, account balances, account activity on both an annual and per-period basis for every fiscal year converted, including budgets.
- For the accounts payable/purchasing conversion, Tyler will convert vendor and vendor balance information, and outstanding check history
- Purchase orders, outstanding invoices, security setups, requisition queues, requisitions, vendor ship-to, and vendor bill-to addresses are not included in the standard general ledger/accounts payable/purchasing conversion.
- The conversion estimate for accounts receivable includes conversion of accounts receivable customer identifying information (customer number, name, addresses, and billing codes) and current accounts receivable open items (customer number, account number, due date, amount owed). The accounts receivable conversion does not include history.
- The conversion estimate for project/grant accounting includes conversion of the project strings, materials history, labor history, and project balances. This conversion includes up to five fiscal years of project accounting data.
- The conversion estimate for fixed assets includes conversion of fixed asset number and type, depreciation information, distribution information, asset class information, and improvement information.
- The payroll/position control conversion estimate includes conversion of payroll data for one client. For the payroll conversion, Tyler will convert employee and position information, grade and step tables, employee benefit and deduction information, direct deposit accounts, employee leave balances, and the current year’s employee paycheck history. Previous year’s payroll check history, job costing numbers, and job costing history, are not included in the standard payroll/position control conversion.
- The special assessments conversion estimate includes assessment district information (assessment types, ordinance numbers, and descriptions), assessment specific information (owners, assessed amounts, and balances due), and transaction specific information (bills, receipts, and their associated amounts). Fee structures are not included in the conversion.

- The estimate for parcels conversion includes basic parcel information consisting of addresses, owners, assessments and zoning, along with building information (addresses, owners), business information (addresses, owners, insurance) and professional information (surveyors, architects, engineers).
- The permit conversion estimate includes permit address, owner, applicant, and lender. All legacy fees need to be combined into a 'total fees' code representing the summation of all fees on a permit.
- The licensing module conversion estimate includes occupational information (mailing information, phone, email, tenants, lessees), and account information (numbers, fees, deposits). Fee structures are not included in the conversion.
- The utility billing conversion estimate includes customer information (mailing information, phone, email for owners, tenants, lessees, lenders, property managers, escrows, etc.), service location addresses, account information (numbers, services, fees, deposits), meter information (number, location, measurement of the meter, radio frequency), and history (meter reads and consumption, bills, receipts, billing adjustments, receipt adjustments). Fee structures and service orders are not included in the conversion.

Attachment

B



16283 Livingstone St.
 Fountain Valley, CA 92708
 Tel: (714) 689-2451
 Fax: (714) 775-2343

Estimate

Date	Estimate #
7/8/2010	61973

Name / Address
City of Wildomar Asst. City Manager: Gary Nordquist 23873 Clinton Keith Rd. Ste. 201 Wildomar, CA 92595

P.O. No.	Rep	Project

Description	Qty	Cost	Total
***** City of Wildomar Fully Deployment EDEN Project ***** ***** ----- EDEN Server deployment ----- Phase I TECHSUPPORT: At LAN WAN Tech Support Shop - Build RAID technology on EDEN Server. - Install all firmware. - Build Microsoft Windows Server 2008. - Harden the Server. - Test and commission Server.	1	0.00	0.00
Phase II TECHSUPPORT: Onsite at the City - Download EDEN on the EDEN server . - Install EDEN on the EDEN server . - Install SQL Services on the server - Configure EDEN on the EDEN server . - Configure EDEN for all users needed on their workstations . - Configure all network printers as needed . - Test and commission Server.	1	0.00	0.00

Thank you for your business.	Subtotal
	Sales Tax (8.75%)
	Total



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Estimate

Date	Estimate #
7/8/2010	61973

Name / Address
City of Wildomar Asst. City Manager: Gary Nordquist 23873 Clinton Keith Rd. Ste. 201 Wildomar, CA 92595

P.O. No.	Rep	Project

Description	Qty	Cost	Total
TECHSUPPORT for both Phase I and Phase II Domain Controller Deployment	1	7,800.00	7,800.00

Thank you for your business.	Subtotal
	Sales Tax (8.75%)
	Total



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Estimate

Date	Estimate #
7/8/2010	61973

Name / Address
City of Wildomar Asst. City Manager: Gary Nordquist 23873 Clinton Keith Rd. Ste. 201 Wildomar, CA 92595

P.O. No.	Rep	Project

Description	Qty	Cost	Total
TECHSUPPORT: At LAN WAN Tech Support Shop - Build RAID technology on SBS Server. - Install all firmware updates to the latest releases on the server hardware. - Build Microsoft Windows Server 2008 SBS. - Harden the Server. - Test and commission Server.	1	2,400.00	2,400.00
TECHSUPPORT:At LAN WAN Tech Support Shop - Setup Active Directory 2008 with Primary Domain controller on SBS Server. - Download,install and Setup DHCP on SBS Server. - Download,install and Setup DNS on SBS Server. - Download,install and Setup WINS on SBS Server.			
TECHSUPPORT:Onsite at the City - Deploy Active Directory 2008 SBS Server as a domain controller only in the City's Network. - Transfer all users profiles to the new domain . - Connect all users in the City's Network to Active Directory structure - Configure network printers on the Server. - Configure all network printers as needed .			

Thank you for your business.	Subtotal
	Sales Tax (8.75%)
	Total



16283 Livingstone St.
 Fountain Valley, CA 92708
 Tel: (714) 689-2451
 Fax: (714) 775-2343

Estimate

Date	Estimate #
7/8/2010	61973

Name / Address
City of Wildomar Asst. City Manager: Gary Nordquist 23873 Clinton Keith Rd. Ste. 201 Wildomar, CA 92595

P.O. No.	Rep	Project

Description	Qty	Cost	Total
Backup System *** New Backup System Single Tape for the City of Wildomar *** HP StorageWorks LTO Ultrium 2 Tape Drive 200 GB (Native)/400 GB (Compressed) - External Q 1 1CH SCSI U320 PCIX 64BIT 3.3V/ 5V 1-VHDC168 EXT/I-68PIN INT LP/PH Was on Back Order. it was released IM# 14-78319-21 Q 1 1PK LTO3 ULTRIUM 200/400GB TAPE CARTRIDGE Q 12 1PK LTO ULTRIUM UNIVERSAL CLEANING CARTRIDGE Q 1 Shipping and Handling	1	2,014.00	2,014.00T
TECHSUPPORT: - Deploy commission backup system onsite.	1	400.00	400.00

Thank you for your business.	Subtotal
	Sales Tax (8.75%)
	Total



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 Fountain Valley, CA 92708
 Tel: (714) 689-2451
 Fax: (714) 775-2343

Estimate

Date	Estimate #
7/8/2010	61973

Name / Address
City of Wildomar Asst. City Manager: Gary Nordquist 23873 Clinton Keith Rd. Ste. 201 Wildomar, CA 92595

P.O. No.	Rep	Project

Description	Qty	Cost	Total
===== MICROSOFT LICENSES for only EDEN Project =====	1	2,869.00	2,869.00
BU2356MICROSOFT OPEN GOVERNMENT P73-04996 1GOVT OLP WINSVRSTD 2008R2 NL LCL Q 1			
U95407MICROSOFT OPEN GOVERNMENT T72-02580 1GOVT OLP ENG WIN SMALL BUS SVR STD 2008 NL LOCL 5 CLT QUALIFIED Q1			
CQ3451MICROSOFT OPEN GOVERNMENT 228-09435 1GOVT OLP SQLSVRSTD 2008R2 NL LCL Q 1			
CQ3412MICROSOFT OPEN GOVERNMENT 359-05384 15GOVT OLP SQLCAL 2008R2 NL LCL USRCAL Q 5			
OLP WINRM1DSK TPSRVCSAL 2008R2 SNGL NL USRCAL Q2			

Thank you for your business.	Subtotal
	Sales Tax (8.75%)
	Total



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Estimate

Date	Estimate #
7/8/2010	61973

Name / Address
City of Wildomar Asst. City Manager: Gary Nordquist 23873 Clinton Keith Rd. Ste. 201 Wildomar, CA 92595

P.O. No.	Rep	Project

Description	Qty	Cost	Total
===== SYMANTEC BACKUP SOFTWARE ===== CD8788SYMANTEC EXPRESS LICENSING- GOV'T 20093129 1GOVT UPG-C BACKUP EXEC 2010 WIN SBS BS PER SVR ESSEN 12MO Q1 CD8682SYMANTEC EXPRESS LICENSING- GOV'T 20091681 1GOVT UPG-C BACKUP EXEC 2010 SQL AGENT WIN BS PER SVR ESSEN 12MO Q1	1	1,014.20	1,014.20
===== UPS APC 1500 Power Backup System ===== APC Smart-UPS 1000VAINTL. SMART UPS 1000VA TWR LINE-INT 230V 8OUT BLACK Q 1 1000VA/670W - 6.1 Minute Full Load - 8 x IEC 320-C13. 2 APC UPS Network Management Card UPS NETWORK MANAGEMENT CARD Q1	1	840.00	840.00

Thank you for your business.	Subtotal
	Sales Tax (8.75%)
	Total



16283 Livingstone St.
 Fountain Valley, CA 92708
 Tel: (714) 689-2451
 Fax: (714) 775-2343

Estimate

Date	Estimate #
7/8/2010	61973

Name / Address
City of Wildomar Asst. City Manager: Gary Nordquist 23873 Clinton Keith Rd. Ste. 201 Wildomar, CA 92595

P.O. No.	Rep	Project

Description	Qty	Cost	Total
SERVER HardWare + Warranty 24*7*4 hour replacement		3,456.22	3,456.22
HP Proliant DL 380 G4 Server 72*6 HDD . 4 GB of RAM . redundant power supply , redundant fans - SBS Server Q 1			
1YR POST WARR 24X7 4HR FOR FOR PROLIANT DL380 G4 Q 1			
IBM X365 72GB*6 . 4 GB of RAM . 2 Processors BDC and EDEN Server Q1			
1YR POST WARR ONSITE REPAIR 24X7 4HR 8686 8862 8863 8864 8877 - EDEN Server Q1			

Thank you for your business.	Subtotal	\$20,793.42
	Sales Tax (8.75%)	\$891.92
	Total	\$21,685.34

Attachment

C

MISTY CHENG

PROPOSAL FOR EDEN IMPLEMENTATION AND ACCOUNTING SUPPORT SERVICES

SCOPE OF SERVICES

Week of July 19th, 2010

Hours

Ensure proper execution of EDEN contract and tentatively schedule installation and training dates.	1.0
Work with IT consultant to order hardware and software, printer and desktop.	1.0
Complete EDEN setup questionnaires.	1.5

Week of July 26th, 2010

Create chart of accounts, funds on excel (used to input into EDEN)	8.0
Customize forms with City logo and signatures (AP checks, purchase order, purchase requisition)	2.0

Week of August 2nd or August 9th, 2010

Supervise the installation of necessary hardware, software, printer, desktop	1.0
Supervise the uploading of EDEN software onto City servers and computers	.50
Conference call with EDEN for initial setup of system for various preferences, defaults, doc source codes, review of setup functions	12.0
Perform test on AP checks to the bank	1.0
Coordinate with bank on positive pay file	3.0

Week of August 16th, 2010

Build funds and chart of accounts in EDEN	6.0
Prepare and input batch of AP checks and run processes	4.0
Prepare and input batch of daily deposits and run processes	4.0
Train staff to enter AP check and daily deposit batches from July 1, 2010 to current date	3.0

Week of August 23rd, 2010

Review AP check and daily deposit batches and run processes	3.0
Train staff on query of accounts, vendors, running revenue/expenditure reports	8.0

Week of August 30, 2010

Review AP check and daily deposit batches and run processes	3.0
---	-----

Enter budget amounts into EDEN and run processes	3.0
--	-----

Week of September 6, 2010

Review AP check and daily deposit batches and run processes	3.0
---	-----

Week of September 13, 2010

Review AP check and daily deposit batches and run processes	3.0
---	-----

Week of September 20, 2010

Hours

Review AP check and daily deposit batches and run processes	3.0
Enter Journal Entries previously in Quickbooks from July 1, 2010 to current date	8.0

Week of September 27, 2010

Go Live week (direct processing of AP checks and entering of daily deposits, journal entries)	8.0
---	-----

TOTAL HOURS 90.00
RATE \$110.00

TOTAL COST (not to exceed) \$9,900.00

Accounting Support Services

Provide accounting support services such as accounts payable/receivable, bank reconciliations, treasury reporting, jv processing and payroll support, interfacing with auditors and providing special reports as requested.	24.0 per week
---	---------------

SIX MONTHS TOTAL HOURS 624
RATE \$80.00

TOTAL COST \$49,920

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: July 14, 2010

TO: Mayor and City Council
FROM: Gary Nordquist, Assistant City Manager
SUBJECT: Establishing Code Enforcement Vehicle Parking Fee Schedule.

STAFF REPORT

RECOMMENDATION:

That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING THE CODE ENFORCEMENT FEE SCHEDULE FOR
PARKING FINES AND PENALTIES

BACKGROUND/DISCUSSION:

The City is concerned with the safety and general well being of the community and preservation of its aesthetic aspects. Toward this end, Municipal Code requirements are adopted and enforced. The City undertakes code enforcement efforts when a complaint is received or City staff observes a violation. The Code Enforcement Department enforces permitting requirements regarding buildings to protect health and life safety and responds to zoning, home occupation and public nuisance issues. Additionally, the service of enforcing parking infractions is also part of the department's activities; however the fee and penalty schedule for this activity was not established for the City after succeeding Riverside County in performance of this service. The recommended resolution addresses this matter.

FISCAL IMPACTS:

Partial cost recovery of this service is achieved.

ALTERNATIVES:

1. Take no action
2. Provide staff with further direction.

Submitted by:

Approved by:

Gary Nordquist
Assistant City Manager

Frank Oviedo
City Manager

ATTACHMENTS:

Resolution No. 2010 - _____

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ADOPTING THE CODE ENFORCEMENT FEE SCHEDULE FOR
PARKING FINES AND PENALTIES

WHEREAS, Subsection 10.20.180 of Chapter 10 Vehicles and Traffic of the Municipal Code of the City of Wildomar provides that the City Council shall establish the amount of the fine for violating particular provisions of the Municipal Code; and

WHEREAS, the City Council has determined that the proposed fees do not exceed the estimated reasonable cost of providing the services or exceed the fines established in the California Vehicle Code; and

WHEREAS, on July 14 18, 2010, the City Council conducted a public hearing, at which time the City Council considered the Staff report, public testimony and cost analyses associated with the recommendation.

NOW, THEREFORE, the City Council of the City of Wildomar, California, does resolve as follows:

1. Fees charged for citations shall be in accordance with the attached Exhibit "A" - Code Enforcement Fee and Penalty Schedule attached hereto and incorporated herein.
2. The new fees and penalty shall be effective 30 days from the date of adoption.

PASSED, APPROVED AND ADOPTED this 14th day of July, 2010.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

User Fee Determination

Cost Analysis Worksheet

Exhibit A.1



User Fee Description	Fund	Program	Account	Agency/Department/	Date
Vehicle Citation: Vehicle parked /displayed FOR SALE on private property (10.20.120)	10	435	3201	Code Enforcement	7/14/2010

Description of Service, Demand, Subsidy and Other Comments:

Code Enforcement Officer takes complaint by phone/fax/email/ drives to the location of complaint, verifies the vehicle by description, calls Riverside Sheriffs Office (RSO) to validate registration and ownership. Marks tires, post written citation on vehicle, mail to registred owner, mail to Revenue Experts(contract service). Return to location 48hr to 72hrs after inspection to verify if vehicle removed. If not, (RSO) contacted in for towing of vehicle.

Personnel Costs

Position	Rates*			Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of
	Hourly Rate	Paid Benefit Rate	Department Rate			
City Staff	\$45.00			\$45.00	0.75	\$33.75
Code Enforcement	\$109.00			\$109.00	1.00	\$109.00
Total Burdened Personnel Costs per Unit of Service						\$142.75

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
Citation	\$1.00	1.0	\$1.00
Vehicle Cost	\$0.50	20.0	\$10.00
Total Material & Rental Costs per Unit of Service			11.00

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

Description	Cost Each	Quantity Required	Unit Cost
Revenue Experts Processing Cost (Average)	\$20.00	1	\$20.00
RSO Support Costs	\$128.07	1	\$128.07
Total Other Costs per Unit of Service			148.07

Fee Comparison Data

Jurisdiction	Fee per Unit	More or (Less) than Wildomar's Fee per Unit of Service	
		Dollars	Percentage
City of Wildomar	\$50.00		
City of Canyon Lake	100./500.	\$ (50.00)	
City of Lake Elsinore	\$50.00	\$ -	
City of Menifee	\$55.00	\$ 5.00	10.00%
City of Murrieta	\$80.00	\$ 30.00	60.00%
County of Riverside	\$50.00	\$ -	

Total Service Direct Costs	\$301.82
General & Administrative* Rate @ 15.00%	\$45.27
Total Service Cost / Unit	\$347.09
Recommended Fee	\$50.00
Recommended fee Subsidy	\$297.09
Current Fee Amount	0
Fee Increase/(Decrease)	\$50.00
Annual Usage	5
Projected Annual Revenue Impact	\$250.00

User Fee Determination

Cost Analysis Worksheet



Exhibit A.2

User Fee Description	Fund	Program	Account	Agency/Department/	Date
Vehicle Citation: PARKING IN HANDICAP DESIGNATED SPACE (10.20.130) CVC (22511.55)	10	435	3201	Code Enforcement	7/14/2010

Description of Service, Demand, Subsidy and Other Comments:

Code Enforcement Officer takes complaint by phone/fax/email/ drives to the location of complaint, verifies the vehicle by description, calls Riverside Sheriffs Office (RSO) to validate registration and ownership, post written citation on vehicle, mail to registred owner, mail to Revenue Experts(contract service) for payment processing.

Personnel Costs

Position	Rates*			Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of
	Hourly Rate	Paid Benefit Rate	Department Rate			
City Support Staff	\$45.00			\$45.00	0.75	\$33.75
Code Enforcement	\$109.00			\$109.00	1.00	\$109.00
Total Burdened Personnel Costs per Unit of Service						\$142.75

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
Citation	\$1.00	1.0	\$1.00
Vehicle Costs	\$0.50	10.0	\$5.00
Total Material & Rental Costs per Unit of Service			6.00

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

Description	Cost Each	Quantity Required	Unit Cost
Revenue Experts Processing Cost (Average)	\$20.00	1	\$20.00
Rco Support Costs	\$128.07	1	\$128.07
Total Other Costs per Unit of Service			148.07

Fee Comparison Data

Jurisdiction	Fee per Unit	More or (Less) than Wildomar's Fee per Unit of Service	
		Dollars	Percentage
City of Wildomar	\$340.00		
City of Canyon Lake	\$ 280.00	\$ (60.00)	-18%
City of Lake Elsinore	\$425.00	\$ 85.00	25%
City of Menifee	\$400.00	\$ 60.00	18%
California Vehicle Code	\$950.00	\$ 610.00	179%
County of Riverside	\$300.00	\$ (40.00)	-12%

Total Service Direct Costs	\$296.82
General & Administrative* Rate @ 15.00%	\$44.52
Total Service Cost / Unit	\$341.34
Recommended Fee	\$340.00 **
Recommended fee Subsidy	\$1.34
Current Fee Amount	0
Fee Increase/(Decrease)	\$340.00
Annual Usage (Reservable Hours)	5
Projected Annual Revenue Impact	\$1,700.00

User Fee Determination

Cost Analysis Worksheet



Exhibit A.3

User Fee Description	Fund	Program	Account	Agency/Department/	Date
Vehicle Citation: Commercial Vehicle/Oversize vehicle parking on public streets (10.20.160)	10	435	3201	Code Enforcement	7/14/2010

Description of Service, Demand, Subsidy and Other Comments:

Code Enforcement Officer takes complaint by phone/fax/email drives to the location of complaint, verifies the vehicle by description, calls Riverside Sheriffs Office (RSO) to validate registration and ownership. Marks tires, post written citation on vehicle, mail to registred owner, mail to Revenue Experts(contract service). Return to location 48hr to 72hrs after inspection to verify if vehicle removed. If not, (RSO) contacted for towing of vehicle.

Personnel Costs

Position	Rates*			Total Burdened Labor Cost / Hr.	Hours by Position Per Unit	Total Labor Cost per Unit of
	Hourly Rate	Paid Benefit Rate	Department Rate			
City Staff	\$45.00			\$45.00	0.75	\$33.75
Code Enforcement	\$109.00			\$109.00	1.00	\$109.00
Total Burdened Personnel Costs per Unit of Service						\$142.75

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
Citation	\$1.00	1.0	\$1.00
Vehicle Cost	\$0.50	20.0	\$10.00
Total Material & Rental Costs per Unit of Service			11.00

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

Description	Cost Each	Quantity Required	Unit Cost
Revenue Experts Processing Cost (Average)	\$20.00	1	\$20.00
RSO Support Costs	\$128.07	1	\$128.07
Total Other Costs per Unit of Service			148.07

Fee Comparison Data

Jurisdiction	Fee per Unit	More or (Less) than Wildomar's Fee per Unit of Service	
		Dollars	Percentage
City of Wildomar	\$100.00		
City of Canyon Lake	100/200/500	\$ -	
City of Lake Elsinore	\$35.00	\$ (65.00)	-65.00%
City of Menifee	\$250.00	\$ 150.00	150.00%
City of Murrieta	\$80.00	\$ (20.00)	-20.00%
County of Riverside Muni-Code	200/500/750	\$ (100.00)	

***1st=\$100.00, 2nd = \$200.00. 3rd=\$340.00

Total Service Direct Costs	\$301.82
General & Administrative* Rate @ 15.00%	\$45.27
Total Service Cost / Unit	\$347.09
Recommended Fee	\$100.00 **
Recommended fee Subsidy	\$247.09
Current Fee Amount	0
Fee Increase/(Decrease)	\$100.00
Annual Usage	5
Projected Annual Revenue Impact	\$500.00

User Fee Determination

Cost Analysis Worksheet

Exhibit A.4



User Fee Description	Fund	Program	Account	Agency/Department/	Date
Recreation.Vehicle,trailer,boat. Parking/storage on public streets(10.20.170)	10	435	3201	Code Enforcement	7/14/2010

Description of Service, Demand, Subsidy and Other Comments:

Code Enforcement Officer takes complaint by phone/fax/email/ drives to the location of complaint, verifies the vehicle by description, calls Riverside Sheriffs Office (RSO) to validate registration and ownership. Marks tires, post written citation on vehicle, mail to registred owner, mail to Revenue Experts(contract service) payment processing. Return to location 48hr to 72hrs after inspection to verify if vehicle removed. If not, (RSO) contacted in for towing of vehicle.

Personnel Costs

Position	Rates*				Hours by Position Per Unit	Total Labor Cost per Unit of
	Hourly Rate	Paid Benefit Rate	Department Rate	Total Burdened Labor Cost / Hr.		
City Support Staff	\$45.00			\$45.00	0.75	\$33.75
Code Enforcement	\$109.00			\$109.00	1.00	\$109.00
Total Burdened Personnel Costs per Unit of Service						\$142.75

Material & Rental Costs

Description	Cost Each	Quantity Required	Unit Cost
Citation	\$1.00	1.0	\$1.00
Vehicle Costs	\$0.50	20.0	\$10.00
Total Material & Rental Costs per Unit of Service			11.00

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

Description	Cost Each	Quantity Required	Unit Cost
Revenue Experts Processing Cost (Average)	\$20.00	1	\$20.00
Rco Support Costs	\$128.07	1	\$128.07
Total Other Costs per Unit of Service			148.07

Fee Comparison Data

Jurisdiction	Fee per Unit	More or (Less) than Wildomar's Fee per Unit of Service	
		Dollars	Percentage
City of Wildomar (field)	\$55.00		
City of Canyon Lake	57	\$ 2.00	
City of Lake Elsinore	35/100/50	\$ -	
City of Menifee	\$55.00	\$ -	
City of Murrieta	\$50.00	\$ (5.00)	
County of Riverside	\$50.00	\$ (5.00)	

Total Service Direct Costs	\$301.82
General & Administrative* Rate @ 15.00%	\$45.27
Total Service Cost / Unit	\$347.09
Recommended Fee	\$55.00
Recommended fee Subsidy	\$292.09
Current Fee Amount	0
Fee Increase/(Decrease)	\$55.00
Annual Usage (Reservable Hours)	5
Projected Annual Revenue Impact	\$275.00

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: July 14, 2010

TO: Mayor and City Council
FROM: Frank Oviedo, City Manager
SUBJECT: Discussion of the Grand Jury Report and Potential Response

STAFF REPORT

RECOMMENDATION:

That the City Council direct the City Manager to submit a response to the Grand Jury within 90 days of the receipt of the report.

BACKGROUND:

On June 28, 2010, the Riverside County Grand Jury submitted a report to the City of Wildomar. The subject of the report was an investigation into the following areas:

1. Approval of a contract for professional services with Diamond W Events.
2. Action taken on a parking lot project for Cornerstone Community Church.
3. Action taken to change from a five day work week to a four day work week on a temporary basis.

Based on staff's public presentation, City Council's deliberation, and public input, Staff is asking that the City Manager be directed to deliver a response to the Grand Jury within 90 days of receipt of the report.

FISCAL IMPACT:

The fiscal impact for the preparation of this report is estimated to be \$15,710.44. This cost is estimated by including the time spent by the City Attorney working with the City Manager and Assistant City Manager in drafting a potential response. It also includes the time spent preparing the documents requested by the Grand Jury.

Submitted and Approved By:

Frank Oviedo
City Manager

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: July 14, 2010

TO: Mayor and City Council
FROM: Michael Kashiwagi – Director of Public Works
SUBJECT: Wildomar Landscape Maintenance District 2006-1

STAFF REPORT

RECOMMENDATION: That the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ORDERING PREPARATION OF THE ENGINEER’S REPORT
REGARDING THE PROPOSED ASSESSMENT TO BE LEVIED AND
COLLECTED FOR FISCAL YEAR 2010-11 WITHIN THE WILDOMAR
LANDSCAPE MAINTENANCE DISTRICT (LMD) 2006-1

2. Adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT
ASSESSMENT WITHIN WILDOMAR LMD 2006-1 FOR FISCAL YEAR 2010-11,
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:

The Board of Supervisors of Riverside County approved the formation of the Wildomar LMD 2006-1 on September 12, 2006. Wildomar LMD 2006-1 will fund the operation and maintenance costs of public parks in the Wildomar area. Maintenance and servicing of landscape improvements will be in the following parks: Marna O’Brian, Heritage, Windsong and a future Wildomar park.

For Fiscal Years 2006-07, 2007-08, 2008-09, and 2009-10, the assessment amount within Wildomar LMD 2006-1 was \$28 per equivalent dwelling unit. For Fiscal Year 2010-11, there will be no increase in the Wildomar LMD 2006-1, and the annual assessment will remain at \$28 per equivalent dwelling unit. For Fiscal

Year in which the landscape improvement of all four parks is completed, the annual assessment may be increased to \$45, adjusted for inflation.

FISCAL IMPACTS:

Adoption of these resolutions will allow the City of Wildomar to collect sufficient funds to meet its maintenance obligation for Wildomar LMD 2006-1.

ALTERNATIVES:

1. Take no action.
2. Provide staff with further direction.

Submitted by:

Approved by:

Michael Kashiwagi
Director of Public Works

Frank Oviedo
City Manager

ATTACHMENTS:

Resolution No. 2010-__

Resolution No. 2010-__

RESOLUTION NO. 2010 - _____

**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 2010-11 WITHIN WILDOMAR LANDSCAPE
MAINTENANCE DISTRICT 2006-1 OF THE COUNTY OF RIVERSIDE
PURSUANT TO 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 Wildomar Landscape Maintenance District 2006-1 of the City of Wildomar, County of Riverside, State of California (hereinafter "Wildomar LMD 2006-1") pursuant to the Landscaping and Lighting Act 3f 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code, (hereinafter the "Streets and Highways Code"); for the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of the landscaping appurtenances including repair, removal or replacement, providing for the life and growth, health, and beauty of the landscaping. The removal of trimmings, rubbish, debris, and other solid waste, together with the necessary incidental expenses; 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 Wildomar LMD 2006-1 for the 2010-11 fiscal year.

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the Council in regular session on July 14, 2010, as follows:

Section 1. Improvements

The improvements and maintenance authorized for Wildomar LMD 2006-1 are:

- (a) Furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of the landscaping appurtenances including repair, removal or replacement, providing for the life and growth, health, and beauty of the landscaping.
- (b) The removal of trimmings, rubbish, debris, and other solid waste, together with the necessary incidental expenses.

Section 2. Report. The City Council, or its designee, is hereby designated Engineer (hereinafter "Engineer") and is ordered to prepare and file a report with the City Clerk the report with regard to the assessments proposed to be levied on

assessable lots and parcels of land within Wildomar LMD 2006-1 to pay the costs of the maintenance and servicing of landscaping improvements for the 2010-11 Fiscal Year, pursuant to Sections 22565 through 22574 of the Streets and Highways Code.

PASSED, APPROVED, AND ADOPTED this 14th day of July, 2010.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

RESOLUTION NO. 2010 - _____
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT
ASSESSMENTS WITHIN WILDOMAR LANDSCAPE MAINTENANCE
DISTRICT 2006-1 OF THE COUNTY OF RIVERSIDE PURSUANT TO
LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE MAINTENANCE
AND SERVICING OF LANDSCAPING FOR FISCAL YEAR 2010-11;
APPROVING THE ENGINEER'S REPORT AND GIVING NOTICE AND
SETTING THE TIME AND PLACE OF THE PUBLIC HEARING ON THE
ANNUAL ASSESSMENT AND ORDERING NOTICE OF THE PUBLIC
HEARING TO BE PUBLISHED**

WHEREAS, the City Council (hereinafter the "City Council") of the City of Wildomar (hereinafter the "City") has conducted proceedings for and has established Wildomar Landscape Maintenance 2006-1 of the City of Wildomar, County of Riverside, State of California (hereinafter "Wildomar LMD 2006-1") 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 furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of the landscaping appurtenances including repair, removal or replacement, providing for the life and growth, health, and beauty of the landscaping. The removal of trimmings, rubbish, debris, and other solid waste, together with the necessary incidental expenses; and

WHEREAS, as ordered by the City Council, its Designee has filed with the City Clerk an Engineer's Report (hereinafter the "Report1") regarding the assessments to be levied and collected within Wildomar LMD 2006-1 for Fiscal Year 2010-11 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 Wildomar LMD 2006-1 for Fiscal Year 2010-11 are in an amount that is the same as levied in Fiscal Years 2006-07, 2007-08, 2008-09 and 2009-10 and consistent with the terms of the ballot proposition approving the assessment; 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 2010-11.

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED by the City Council of the City of Wildomar in a regular session on July 14, 2010, as follows:

Section 1. Findings.

The City Council finds after reviewing the Report that:

- (a) The foregoing recitals are true and correct;
- (b) The Report for Wildomar LMD 2006-1 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
- (c) The 2010-11 annual assessment within Wildomar LMD 2006-1 is \$28 per equivalent dwelling unit ('EDU'); and
- (d) Beginning in the fiscal year in which the landscape maintenance improvements for all four public parks are completed, the annual assessment and all subsequent annual assessments may be increased accordingly as authorized by the ballot proposition approving the formation of the District and the levy of an assessment. The annual assessment may be increased to an amount not to exceed \$45 per EDU, adjusted for inflation, in the fiscal year in which the landscape maintenance improvements for the public parks are completed, as detailed in and supported by the Engineer's Report for said fiscal year.

Section 2. Intent.

The City Council declares that it intends to levy assessments on assessable lots and parcels of land within Wildomar LMD 2006-1. The annual 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 said assessments. The Wildomar LMD 2006-1 assesses single-family, residential dwelling units or equivalent dwelling units that contain person(s) who may receive special recreational benefits from visiting the parks and using their amenities, who receive special benefits by means of an improved quality of life and increased property values on account of adjacent maintained parkland, and who receive other special benefits as outlined in the Report. Although residential property within Wildomar LMD 2006-1 would receive special benefits from access to maintained park facilities to promote walking and physical activities and from recreational trails, exercise stations, and other maintained facilities such as picnic shelters, playgrounds, sports fields and courts as well as the restroom and concession facilities, publicly owned properties such as public streets, public easements, public rights-of-way, public greenbelts, and public parkways and parks could not be said to receive similar special benefits from access to these maintained facilities because the respective public entity's rights in and use of such publicly owned property are limited and designed to achieve a particular public purpose not aided by the existence of the maintained parkland in Wildomar LMD 2006-1. Due to the respective public entity's limited rights in and

use of such publicly owned property, the special benefits designated in the Report could not be deemed to benefit these publicly owned properties, notwithstanding the fact that residential properties within Wildomar LMD 2006-1 would be benefited. Because, publicly owned property receives no special benefit, it is not assessed.

Section 3. Description of Services and Improvements to Be Provided.

The maintenance service and improvements authorized within the Wildomar LMD 2006-1 are:

- (a) Furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of the landscaping appurtenances including repair, removal or replacement, providing for the life and growth, health, and beauty of the landscaping.
- (b) The removal of trimmings, rubbish, debris, and other solid waste, together with the necessary incidental expenses.

Section 4. Boundaries.

All the property within the boundaries of Wildomar LMD 2006-1 is proposed to be included within Wildomar LMD 2006-1 and shall include that property in the City of Wildomar as shown in the Report.

Section 5. 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 to be made to the Report for a full and detailed description of the improvements, the boundaries of the district, and the annual assessments to be levied upon assessable lots within Wildomar LMD 2006-1 for Fiscal Year 2010-11.

Section 6. Public Hearing.

A public hearing will be held on July 28, 2010 at 7:00 p.m. at City of Wildomar Council Chambers, 23873 Clinton Keith Rd, Wildomar, CA, regarding the Report and the proposed assessments to be levied for Fiscal Year 2010-11 within Wildomar LMD 2006-1.

Section 7. Information.

Any property owner desiring additional information regarding Wildomar LMD 2006-1, the Report, or the proposed assessments shall contact Leni Zarate, LMD Administrator on behalf of the City of Wildomar, Psomas, 2010 Iowa Ave., Ste. 101, Riverside, CA 92507 at (951) 787-8421.

Section 8. Notice of the Public Hearing.

Notices of the public hearing shall be consistent with Section 22626(a) of the Streets and Highways Code. The notice of the public hearing shall be given by publication in The Californian of a certified copy of this Resolution once at least ten (10) days prior to July 28, 2010. Publication of this Resolution is to be effected by the City Clerk of the City of Wildomar.

PASSED, APPROVED, AND ADOPTED this 14th day of July, 2010.

Bridgette Moore
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 14, 2010

TO: Mayor and City Council

FROM: Michael Kashiwagi – Director of Public Works

SUBJECT: Notice of Intent to Establish Community Service Area Charges for Fiscal Year 2010-11

STAFF REPORT

RECOMMENDATION: That the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ESTABLISHING COMMUNITY SERVICE AREA CHARGES
WITHIN THE CITY FOR FISCAL YEAR 2010/2011

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

BACKGROUND:

Upon incorporation on July 1, 2008, the City of Wildomar assumed the responsibility for certain County Service Areas now within the City's jurisdictional boundaries, and now is responsible for the services and charges provided by County Service Areas 22, 103 (Drainage, Landscape), 103 (Lighting), and 142. As such the City of Wildomar requests that the Council adopt the Resolution setting a public hearing regarding the City's Community Service Areas for Fiscal Year 2010-11. Proposed charges are attached in Exhibit 'A'.

FISCAL IMPACTS:

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

ALTERNATIVES:

1. Take no action.
2. Provide staff with further direction.

Submitted by:

Approved by:

Michael Kashiwagi
Director of Public Works

Frank Oviedo
City Manager

ATTACHMENTS:
Resolution No. 2010-____

RESOLUTION NO. 2010 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, ESTABLISHING COMMUNITY SERVICE AREA CHARGES
WITHIN THE CITY FOR FISCAL YEAR 2010/2011

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

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

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

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

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

NOW THEREFORE, be it resolved by the City of Wildomar Council assembled in regular session on July 14, 2010, that this Council intends to conduct a public hearing on August 11, 2010 at 7:00 p.m. in the Council Chambers of the City Council, 23873 Clinton Keith Rd, Wildomar, CA, for the purposes of allowing public testimony regarding the enactment of proposed Fiscal Year 2009-10 Community Service Area charges (See Exhibit 'A').

BE IT FURTHER RESOLVED, that the City Clerk is to give notice of said hearing pursuant to Government Code Section 6066. Any person affected by the proposed charges may submit written comments to the Clerk before the

hearing or may appear in support of, or opposition to, the proposals at the time of the hearing.

PASSED, APPROVED, AND ADOPTED this 14th day of July, 2010.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

EXHIBIT A

WILDOMAR

Projected CSA Levy Ranges

Current Fund No. to be changed by EDA	FundNumberName	Date Formed	Escalator	Preliminary Parcels	FY 2009-2010 Total Levy		FY 2009-2010 Levy Range	Projected FY 2010-2011 Levy Range	Does it ESCALATE 2%	Notes
684641	LMD Wildomar			6850	\$191,884.00		\$28.00	\$28.00	No	
							\$140.00	\$140.00		
684642	CSA #22	11/8/1965	Yes	878	\$29,685.85	Minimum	\$1.76	\$1.76	No/Yes	
	Lake Elsinore					Maximum	\$55.14	\$56.24		
	Lighting									
684644	CSA #103	12/18/1973		1076	\$22,480.00	Minimum	\$20.00	\$20.00	No	
	French Valley					Maximum	\$30.00	\$30.00		
	Drainage, Landscape									
684545	CSA#103	12/18/1973	Yes	3142	\$117,550.51	Minimum	\$28.86	\$28.86	No/Yes	varying escalation
	French Valley					Maximum	\$1,144.60	\$1,167.49		1 parcel escalates from max
	Lighting									
684643	CSA #142	1/31/1985	Yes	512	\$29,831.25	Minimum	\$31.50	\$31.50	No/Yes	varying escalation
	Wildomar					Maximum	\$872.08	\$889.52		
	Lighting									

(1) Ranges represent all parcels previously levied and new parcels to be levied due to this year's audit, annexations, and Engineer's Reports processed through April 8, 2010, and may be changed as additional annexations, Engineer's Reports, and parcel changes are continually processed up until enrollment.

(2) Annual charge was increased by 2.0% per EDA's direction (Amber) rather than the CPI which was lower as Feb

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.4
GENERAL BUSINESS
Meeting Date: July 14, 2010

TO: Mayor and City Council

FROM: Juan C. Perez, Director of Transportation, County of Riverside acting on behalf of the City of Wildomar

SUBJECT: Landscaping and Lighting Maintenance District No. 89-1-Consolidated, 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

STAFF REPORT

RECOMMENDATION: That the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2010 – 20

A RESOLUTION OF THE CITY OF WILDOMAR, CALIFORNIA, ORDERING PREPARATION OF THE ENGINEER'S REPORT REGARDING THE PROPOSED ASSESSMENTS TO BE LEVIED AND COLLECTED FOR FISCAL YEAR 2010-11 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. 2010 – 21

A RESOLUTION OF THE CITY OF WILDOMAR, CALIFORNIA, 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 2010-11, 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 2010-11 totals \$291,440.00

FISCAL IMPACTS:

As a matter of urgency this item must appear on the July 14, 2010 City Council agenda in order to set the July 28, 2010 public hearing; failure to do so will result in loss of District revenue for FY 2010-11 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.

ALTERNATIVES:

- 1. Take no action. This would mean that the County of Riverside could not continue collecting assessments to pay for maintenance of improvements in these specific right-of-ways and would need to discontinue (a) the maintenance of landscaping, trails, fencing, and irrigation services to these areas, in certain zones, (b) maintaining the fossil filters in certain zones as required by the Santa Margarita Regional Water Quality Control Board re compliance with the National Pollutant Discharge Elimination System (NPDES) permit, and (c) paying Edison for streetlight energy costs in certain zones.
- 2. Provide staff with further direction.

Attachments:

Attachment A
Resolution No. 2010-20
Resolution No. 2010-21

Submitted by:

Approved by:

Juan C. Perez
Director of Transportation,
County of Riverside acting
on behalf of the City of Wildomar

Frank Oviedo
City Manager

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 2010-11, there is no proposed increase in the assessment for Zone 3. The proposed assessment for fiscal year 2010-11 for Zone 3 of the District is \$77.68 per parcel and there are 1,390 parcels.

Zone 3 was established 12 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 2010-11 is \$107,975.00.

Zone 29

For fiscal year 2010-11, there is a proposed two percent (2%) inflationary increase in the assessment for Zone 29. The proposed assessment for fiscal year 2010-11 for Zone 29 of the District is \$79.62 per

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

Zone 29 was established 7 years ago with an assessment of \$70.00 per parcel per year. The proposed budget for fiscal year 2010-11 is \$796.00.

Zone 30

For fiscal year 2010-11, there is a proposed two percent (2%) inflationary increase in the assessment for Zone 30. The proposed assessment for fiscal year 2010-11 for Zone 30 of the District is \$159.20 per parcel and is consistent with ballot proposition approved by the qualified electors when establishing said zone, and there are 164 parcels.

Zone 30 was established 7 years ago with an assessment of \$138.18 per parcel per year. The proposed budget for fiscal year 2010-11 is \$26,109.00.

Zone 42

For fiscal year 2010-11, there is a proposed two percent (2%) inflationary increase in the assessment for Zone 42. The proposed assessment for fiscal year 2010-11 for Zone 42 of the District is \$148.32 per parcel and is consistent with ballot proposition approved by the qualified electors when establishing said zone, and there are 187 parcels.

Zone 42 was established 5 years ago with an assessment of \$132.98 per parcel per year. The proposed budget for fiscal year 2010-11 is \$27,736.00.

Zone 51

For fiscal year 2010-11, there is a proposed two percent (2%) inflationary increase in the assessment for Zone 51. The proposed assessment for fiscal year 2010-11 for Zone 51 of the District is \$107.46 per parcel and is consistent with ballot proposition approved by the qualified electors when establishing said zone, and there are 61 parcels.

Zone 51 was established 5 years ago with an assessment of \$100.00 per parcel per year. The proposed budget for fiscal year 2010-11 is \$6,555.00.

Zone 52

For fiscal year 2010-11, there is a proposed two percent (2%) inflationary increase in the assessment for Zone 52. The proposed assessment for fiscal year 2010-11 for Zone 52 of the District is \$581.96 per parcel and is consistent with ballot proposition approved by the qualified electors when establishing said zone, and there are 91 parcels.

Zone 52 was established 3 years ago with an assessment of \$541.52 per parcel per year. The proposed budget for fiscal year 2010-11 is \$52,958.00.

Zone 59

For fiscal year 2010-11, there is a proposed two percent (2%) inflationary increase in the assessment for Zone 59. The proposed assessment for fiscal year 2010-11 for Zone 59 of the District is \$322.08 per acre. The actual rate property owners pay is based on the parcel size and is consistent with ballot proposition approved by the qualified electors when establishing said zone, and there are 4 parcels.

Zone 59 was established 4 years ago with an assessment of \$299.70 per acre per year. The proposed budget for fiscal year 2010-11 is \$4,142.00.

Zone 62

For fiscal year 2010-11, there is no proposed increase in the assessment for Zone 62. The proposed assessment for fiscal year 2010-11 for Zone 62 of the District is \$125.20 per parcel and there are 116 parcels.

Zone 62 was established 4 years ago with an assessment of \$125.20 per parcel per year. The proposed budget for fiscal year 2010-11 is \$14,523.00.

Zone 67

For fiscal year 2010-11, there is no proposed increase in the assessment for Zone 67. The proposed assessment for fiscal year 2010-11 for Zone 67 of the District is \$138.64 per parcel and there are 44 parcels.

Zone 67 was established 4 years ago with an assessment of \$138.64 per parcel per year. The proposed budget for fiscal year 2010-11 is \$6,100.00.

Zone 71

For fiscal year 2010-11, there is a proposed two percent (2%) inflationary increase in the assessment for Zone 71. The proposed assessment for fiscal year 2010-11 for Zone 71 of the District is \$61.30 per parcel and is consistent with ballot proposition approved by the qualified electors when establishing said zone, and there are 142 parcels.

Zone 71 was established 4 years ago with an assessment of \$57.04 per parcel per year. The proposed budget for fiscal year 2010-11 is \$8,705.00.

Zone 90

For fiscal year 2010-11, there is no proposed increase in the assessment for Zone 90. The proposed assessment for fiscal year 2010-11 for Zone 90 of the District is \$297.94 per parcel and there are 101 parcels.

Zone 90 was established 1 year ago with an assessment of \$297.94 per parcel per year. The proposed budget for fiscal year 2010-11 is \$30,092.00.

Street Lighting Zone 18

For fiscal year 2010-11, there is a proposed ten percent (10%) inflationary increase in the assessment for Street Lighting Zone 18 over the assessment levied in fiscal year 2009-10 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2010-11 for Street Lighting Zone 18 of the District is \$664.82 per parcel and there is 1 parcel.

Street Lighting Zone 18 was established 6 years ago with an assessment of \$604.38 per parcel per year. The proposed budget for fiscal year 2010-11 is \$665.00.

Street Lighting Zone 26

For fiscal year 2010-11, there is a proposed ten percent (10%) inflationary increase in the assessment for Street Lighting Zone 26 over the assessment levied in fiscal year 2009-10 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2010-11 for Street Lighting Zone 26 of the District is \$94.80 per acre and there are 8 parcels, which aggregates to 9.77 acre(s).

Street Lighting Zone 26 was established 5 years ago with an assessment of \$86.18 per acre per year. The proposed budget for fiscal year 2010-11 is \$926.00.

Street Lighting Zone 27

For fiscal year 2010-11, there is a proposed ten percent (10%) inflationary increase in the assessment for Street Lighting Zone 27 over the assessment levied in fiscal year 2009-10 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2010-11 for Street Lighting Zone 27 of the District is \$120.56 per acre and there is 1 parcel, which aggregates to 8.67 acre(s).

Street Lighting Zone 27 was established 6 years ago with an assessment of \$109.60 per acre per year. The proposed budget for fiscal year 2010-11 is \$1,045.00.

Street Lighting Zone 35

For fiscal year 2010-11, there is a proposed ten percent (10%) inflationary increase in the assessment for Street Lighting Zone 35 over the assessment levied in fiscal year 2009-10 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2010-11 for Street Lighting Zone 35 of the District is \$42.30 per acre and there are 20 parcels, which aggregates to 4.07 acre(s).

Street Lighting Zone 35 was established 5 years ago with an assessment of \$38.46 per acre per year. The proposed budget for fiscal year 2010-11 is \$172.00.

Street Lighting Zone 50

For fiscal year 2010-11, there is a proposed four percent (4%) inflationary increase in the assessment for Street Lighting Zone 50 over the assessment levied in fiscal year 2009-10 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2010-11 for Street Lighting Zone 50 of the District is \$34.28 per acre and there is 1 parcel, which aggregates to 7.12 acre(s).

Street Lighting Zone 50 was established 4 years ago with an assessment of \$32.96 per acre per year. The proposed budget for fiscal year 2010-11 is \$244.00.

Street Lighting Zone 70

For fiscal year 2010-11, there is a proposed four percent (4%) inflationary increase in the assessment for Street Lighting Zone 70 over the assessment levied in fiscal year 2009-10 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2010-11 for Street Lighting Zone 70 of the District is \$240.72 per acre and there are 4 parcels, which aggregates to 4.18 acre(s).

Street Lighting Zone 70 was established 3 years ago with an assessment of \$231.46 per acre per year. The proposed budget for fiscal year 2010-11 is \$1,006.00.

Street Lighting Zone 71

For fiscal year 2010-11, there is a proposed four percent (4%) inflationary increase in the assessment for Street Lighting Zone 71 over the assessment levied in fiscal year 2009-10 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2010-11 for Street Lighting Zone 71 of the District is \$26.66 per acre and there are 4 parcels, which aggregates to 12.86 acre(s).

Street Lighting Zone 71 was established 3 years ago with an assessment of \$25.64 per acre per year. The proposed budget for fiscal year 2010-11 is \$343.00.

Street Lighting Zone 73

For fiscal year 2010-11, there is a proposed four percent (4%) inflationary increase in the assessment for Street Lighting Zone 73 over the assessment levied in fiscal year 2009-10 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2010-11 for Street Lighting Zone 73 of the District is \$219.04 per acre and there are 2 parcels, which aggregates to 3.02 acre(s).

Street Lighting Zone 73 was established 3 years ago with an assessment of \$210.62 per acre per year. The proposed budget for fiscal year 2010-11 is \$662.00.

Street Lighting Zone 88

For fiscal year 2010-11, there is a proposed four percent (4%) inflationary increase in the assessment for Street Lighting Zone 88 over the assessment levied in fiscal year 2009-10 and is consistent with the ballot proposition approved by the qualified electors when establishing said zone. The proposed assessment for fiscal year 2010-11 for Street Lighting Zone 88 of the District is \$130.22 per acre and there is 1 parcel, which aggregates to 5.27 acre(s).

Street Lighting Zone 88 was established 1 year ago with an assessment of \$125.22 per acre per year. The proposed budget for fiscal year 2010-11 is \$686.00.

RESOLUTION NO. 2010-20

**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 2010-11 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 2010-11 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 14, 2010 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 and 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 street lights for the 2010-11 fiscal year, pursuant to Sections 22565 through 22574 of the Streets and Highways Code.

PASSED, APPROVED, AND ADOPTED this 14th day of July, 2010.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

RESOLUTION NO. 2010-21

A RESOLUTION OF THE CITY COUNCIL 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 2010-11; 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 2010-11

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 2010-11 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 2010-11 are in an amount that is the same as levied in fiscal year 2009-10, or increased by two percent (2%) more than the assessments levied for fiscal year 2009-10, or increased by four percent (4%) more than the assessments levied in fiscal year 2009-10 (based on the cumulative percentage increase in the CPI-U “for electricity” from March 2009 through March 2010), or increased by ten percent (10%) more than the assessments levied in fiscal year 2009-10 (based on the cumulative percentage increase in the CPI-U “for electricity” from March 2009 through March 2010) 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 2010-11.

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the City Council of the City of Wildomar in regular session assembled on July 14, 2010 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) and 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 \$79.62 per parcel; and within Zone 30 of L&LMD No. 89-1-C is \$159.20 per parcel; and within Zone 42 of L&LMD No. 89-1-C is \$148.32 per parcel; and within Zone 51 of L&LMD No. 89-1-C is \$107.46 per parcel; and within Zone 52 of L&LMD No. 89-1-C is \$581.96 per parcel; and within Zone 59 of L&LMD No. 89-1-C is \$322.08 per acre; and within Zone 62 of L&LMD No. 89-1-C is \$125.20 per parcel; and within Zone 67 of L&LMD No. 89-1-C is \$138.64 per parcel; and within Zone 71 of L&LMD No. 89-1-C is \$61.30 per parcel; and within Zone 90 of L&LMD No. 89-1-C is \$297.94 per parcel; and within Street Lighting Zone 18 of L&LMD No. 89-1-C is \$664.82 per parcel; and within Street Lighting Zone 26 of L&LMD No. 89-1-C is \$94.80 per acre; and within Street

Lighting Zone 27 of L&LMD No. 89-1-C is \$120.56 per acre; and within Street Lighting Zone 35 of L&LMD No. 89-1-C is \$42.30 per acre; and within Street Lighting Zone 50 of L&LMD No. 89-1-C is \$34.28 per acre; and within Street Lighting Zone 70 of L&LMD No. 89-1-C is \$240.72 per acre; and within Street Lighting Zone 71 of L&LMD No. 89-1-C is \$26.66 per acre; and within Street Lighting Zone 73 of L&LMD No. 89-1-C is \$219.04 per acre; and within Street Lighting Zone 88 of L&LMD No. 89-1-C is \$130.22 per acre; The Report proposes no increase in the assessment per parcel in Zones 3, 62, 67, and 90 over the assessment levied for fiscal year 2009-10. The Report proposes a two percent (2%) inflationary increase, in the assessment per acre, per unit, or per parcel as applicable in Zones 29, 30, 42, 51, 52, 59, and 71. The Report proposes a four percent (4%) inflationary increase per acre or per parcel as applicable, based on the cumulative percentage increase in the CPI-U “for electricity” from March 2009 through March 2010, in Street Lighting Zones, 50, 70, 71, 73 and 88, over the assessment levied for fiscal year 2009-10 and is consistent with ballot proposition approved by the qualified electors when establishing said zones. The Report proposes a ten percent (10%) inflationary increase per acre or per parcel as applicable, based on the cumulative percentage increase in the CPI-U “for electricity” from March 2009 through March 2010, in Street Lighting Zones 18, 26, 27 and 35 over the assessment levied for fiscal year 2009-10 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 28, 2010, 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 2010-11 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 Californian of a certified copy of this Resolution once at least ten (10) days prior to July 28, 2010. 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 2010-11.

SECTION 13. Effective Date

This Resolution shall take effect from and after its date of adoption.

PASSED, APPROVED, AND ADOPTED this 14th day of July, 2010.

Bridgette Moore
Mayor

APPROVED AS TO FORM:

ATTEST:

Julie Hayward Biggs
City Attorney

Debbie A. Lee, CMC
City Clerk

CITY OF WILDOMAR – COUNCIL
Agenda Item #3.5
GENERAL BUSINESS
Meeting Date: June 14, 2010

TO: Mayor and City Council

FROM: Michael Kashiwagi, PE, City Engineer

SUBJECT: Proposal to Commit the City to the California Regional Water Quality Control Board (RWQCB), San Diego Region, Municipal Separate Storm Sewer System (MS4) Permit Requirements

STAFF REPORT

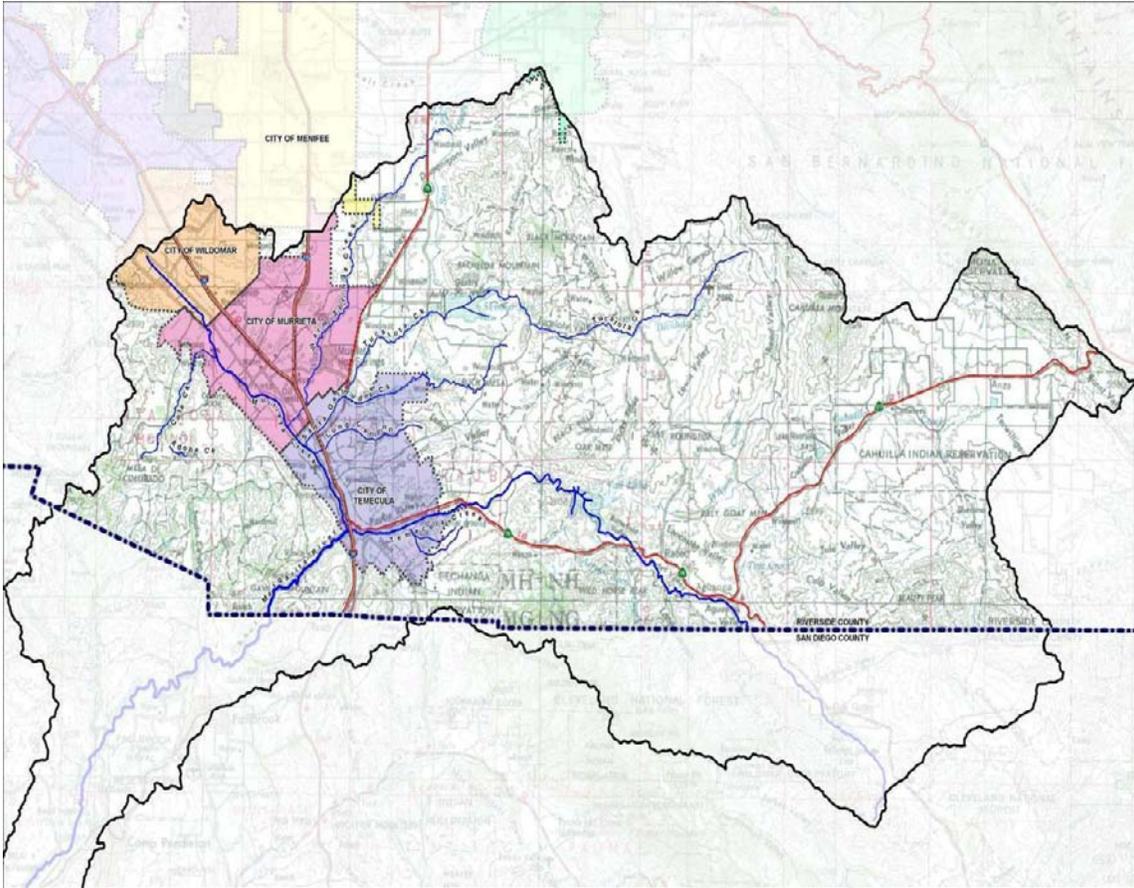
RECOMMENDATION:

Staff recommends that the City Council direct staff to submit a formal letter to the California Regional Water Quality Control Board (RWQCB), San Diego Region, requesting that the entire City be regulated by the San Diego Region MS4 Storm Water Permit Requirements.

BACKGROUND:

Established under the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) Stormwater Program established a permitting system that regulates stormwater discharges from three sources: (1) municipal separate storm sewer systems (MS4s), (2) construction activities, and (3) industrial activities. The goal of the permitting system is to prevent stormwater from washing harmful pollutants into streams, rivers, lakes and oceans.

The RWQCB is authorized to implement and administer the permitting program in California. Locally, the Regional Water Quality Control Boards for Santa Ana and San Diego oversee the process for the area that includes the City of Wildomar. Because the City straddles two major watershed areas it is currently subject to the requirements of two, separate MS4 permit requirements. Approximately 1/3 of the City drains to the north and is currently under the jurisdiction of the Santa Ana Watershed Permit requirements recently approved by the regional board on January 29, 2010. The remaining 2/3 of the City drains to the south and is currently under the jurisdiction of the Santa Margarita Watershed Permit requirements.



Map depicting watershed boundaries in the City of Wildomar.

Along with the cities of Menifee, Murrieta, Temecula and the County of Riverside, Wildomar is currently participating in meetings on the Santa Margarita MS4 Permit renewal. Recently, the San Diego Board staff indicated a willingness to consider allowing Wildomar, if it so desired, to commit itself to one set of MS4 permit standards: the San Diego Region standards. Therefore, the City has two options to consider at this time (1) Continue on the path of having two storm water permits, or (2) Formally request that the entire City be regulated by the San Diego Region permit. Since this request is unique, there are a number of details yet to be worked out; however, the following summary is based on what is known at this time.

Option #1: Two Storm Water Permits

- 1) The City would be subject to two separate sets of requirements, including potentially substantive differences between business inspection programs, construction inspection programs, and new development review programs. Some of this may be offset by defaulting to the more stringent permit requirement; however staff will then have to explain to RWQCB why the program looks different than other cities during audits, inspections, etc. The city will also have to maintain "two sets of books" (including data tracking books and potentially compliance manuals) and produce two annual reports.

- 2) The City would be subject to audits and scrutiny from two regional boards. These two boards have fairly different perspectives on compliance and enforcement, which could be confusing. Also there is a very real risk that complications could arise due to the artificial line that would continue to split the city. This line is based on a watershed ridgeline and not roadways or known political boundaries.

Option #2: One Storm Water Permit – San Diego Region Requirements

- 1) Addresses most of the issues noted above.
- 2) The single permit would however only address the MS4 requirements - other permits, such as construction, de-minimus, 401 water quality certifications, and other WDRs will still be issued by the local RWQCB and the staff will need to make sure it is following the local rules and requirements for the appropriate RWQCB.
- 3) The City will still be subject to any established TMDLs from EITHER permit - including the Lake Elsinore/Canyon Lake TMDL and the pending Santa Margarita River/Lagoon TMDLs. This means the city will need to continue to contribute to these task forces and be regulated by the applicable regional board with regard to the requirements of the respective TMDLs.
- 4) With regard to the Implementation Agreements between the Permittees - details would need to be worked out to address the TMDL overlap issue. However, the cost share per resident is significantly higher in the Santa Margarita Region than the Santa Ana Region (due to a higher cost program being spread across a substantially smaller population base).

FISCAL IMPACT:

Overall training, administration and implementation costs should be reduced under the one permit option. Exposure to fines should also be reduced. Actual cost savings are hard to predict because the Santa Ana Permit programs are still being developed and the Santa Margarita Permit requirements are still being negotiated.

ALTERNATIVES:

1. Elect to continue the process of implementing two storm water permits in the City.

Submitted by:

Approved By:

Michael Kashiwagi, PE
City Engineer

Frank Oviedo
City Manager