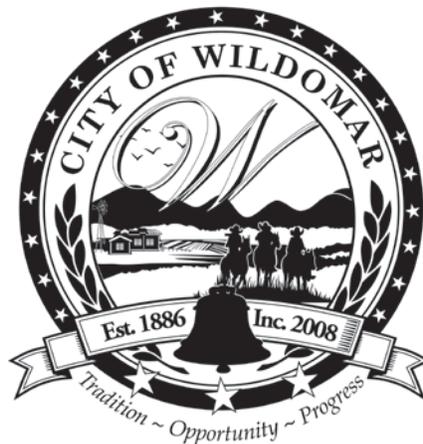


CITY OF WILDOMAR CITY COUNCIL
AGENDA

5:30 P.M. – CLOSED SESSION
6:30 P.M. – REGULAR MEETING

OCTOBER 12, 2011
Council Chambers
23873 Clinton Keith Road



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

City Manager
Frank Oviedo

City Attorney
Julie Hayward Biggs

WILDOMAR CITY COUNCIL REGULAR MEETING AGENDA October 12, 2011

ORDER OF BUSINESS: Public sessions of all regular meetings of the City Council begin at 6:30 P.M. Closed Sessions begin at 5:30 p.m. or such other time as noted.

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

PUBLIC COMMENTS: Prior to the business portion of the agenda, the City Council will receive public comments regarding any items or matters within the jurisdiction of the governing body. The Mayor will separately call for testimony at the time of each public hearing. If you wish to speak, please complete a "Public Comment Card" available at the Chamber door. The completed form is to be submitted to the City Clerk prior to an individual being heard. Lengthy testimony should be presented to the Council in writing (15 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 5:30 P.M.

ROLL CALL

PUBLIC COMMENTS

Prior to adjourning to closed session the public will be permitted to comment on any item appearing on the closed session agenda. 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 (15 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker.

CLOSED SESSION

The City Council will meet in closed session to confer with its legal counsel pursuant to the provisions of Government Code Section 54956.9(b) regarding significant exposure to at least one and potentially several additional matters of litigation relating to LMD 2006-1 park assessment refunds.

The City Council will meet in closed session under the provisions of Government Code Section 54956.8 to consider and give direction to its property negotiator, Frank Oviedo, with regard to negotiations with the owner of record regarding the price and terms of possible acquisition of real property located at 23873 Clinton Keith Road, Wildomar, California.

RECONVENE INTO OPEN SESSION

ANNOUNCEMENTS

ADJOURN CLOSED SESSION

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

ROLL CALL

FLAG SALUTE

Temecula Valley Young Marines

PRESENTATIONS

Proclamation – Red Ribbon Week
October 24 - 30, 2011

Certificate of Appreciation
Joseph Masters

Certificate of Congratulations
Superintendent Frank Passarella, LEUSD
Principal Dorri Neal, William Collier Elementary School

Fire Department Monthly Update

Code Enforcement Quarterly Update

PUBLIC COMMENTS

Prior to taking action on any open session agenda item, the public will be permitted to comment on any item appearing on the open session agenda. At this time the City Council will receive general public comments regarding any items or matters within the jurisdiction of the City Council that do not appear on the agenda. Each speaker is asked to fill out a "Public Comments Card" available at the Chamber door and submit the card to the City Clerk prior to being heard. Lengthy testimony should be presented to the Council in writing (15 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker.

APPROVAL OF THE AGENDA AS PRESENTED

The City Council to approve the agenda as it is herein presented, or if it the desire of the City Council, the agenda can be reordered at this time.

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 – September 9, 2011 Special Meeting

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

1.3 Minutes – September 14, 2011 Regular Meeting

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

1.4 Warrant and Payroll Registers

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

1. Warrant Register dated 09-15-11 in the amount of \$289,708.46;
2. Warrant Register dated 09-22-11 in the amount of \$117,821.52;
3. Warrant Register dated 09-29-11 in the amount of \$33,874.94;
4. Warrant Register dated 10-06-11 in the amount of \$286,633.49;
5. Payroll Register dated 10-12-11 in the amount of \$40,537.73

1.5 Treasurer's Report

RECOMMENDATION: Staff recommends the City Council approve the Treasurer's Report for July, 2011.

1.6 Memorandum of Understanding (MOU) With Riverside County for One Mass Care Shelter Trailer

RECOMMENDATION: Staff recommends that the City Council enter into a MOU with the County of Riverside for one fully stocked Mass Care and Shelter Trailer.

CONSENT CALENDAR CONTINUES ▼

1.7 Acceptance of Subdivision Improvements for Parcel Map 35219 – Renaissance Plaza

RECOMMENDATION: Staff recommends that the City Council accept as complete the subdivision improvements required for Parcel Map 35219, Renaissance Plaza, and direct staff to file a Notice of Completion upon correction of items identified in the final inspection.

2.0 PUBLIC HEARINGS

There are no items scheduled.

3.0 GENERAL BUSINESS

3.1 Historic Highway 395 Multijurisdictional Corridor Study Project

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

3.2 City Parks Update and Council Direction

RECOMMENDATION: Staff recommends that the City Council receive report and provide Staff with direction on the City parks.

3.3 Implementation Agreement for the National Pollution Discharge Elimination System Urban Runoff Discharge Permit (MS4 Permit)

RECOMMENDATION: Staff recommends that the City Council approve and authorize the City Manager to execute the National Pollutant Discharge Elimination System Urban Runoff Discharge Permit Implementation Agreement.

3.4 Housing Element Update (2006 – 2013)

RECOMMENDATION: Staff recommends that the City Council receive and file the report and allocate \$18,000 for preparation of the 2006 - 2013 City of Wildomar Housing Element.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

COUNCIL COMMUNICATIONS

FUTURE AGENDA ITEMS

ADJOURNMENT

2011 City Council Regular Meeting Schedule

November 9
December 14

2012 City Council Regular Meeting Schedule

January 11	July 11
February 8	August 8
March 7	September 12
April 11	October 10
May 9	November 14
June 13	December 12

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.

I, Debbie A. Lee, Wildomar City Clerk, do certify that on October 7, 2011, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

Wildomar City Hall, 23873 Clinton Keith Road,
U.S. Post Office, 21392 Palomar Street,
Mission Trail Library, 34303 Mission Trail Blvd.

Debbie A. Lee, CMC
City Clerk

**CITY OF WILDOMAR
CITY COUNCIL SPECIAL MEETING MINUTES
SEPTEMBER 9, 2011**

CALL TO ORDER – CLOSED SESSION – 1:00 p.m.

The special meeting of September 9, 2011, of the Wildomar City Council was called to order by Mayor Swanson 1:00 p.m.

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

Staff in attendance: City Manager Oviedo, Assistant City Manager Nordquist, City Clerk Lee.

The Flag Salute was led by Councilman Walker.

City Clerk Lee announced the following:

The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.8 to give direction to its real property negotiator, Frank Oviedo, with regard to the terms and conditions of potential acquisition of property located at 21440 Lemon Street, Wildomar, CA 92595 formerly known as Jean Hayman Elementary School to be negotiated with a representative of the property owner, the Lake Elsinore Unified School District.

Mayor Swanson called for anyone who would like to address the City Council.

SPEAKERS:

Roger LeClerc, resident, stated he is in favor of the purchase of the property on Lemon Street. He then stated he received his refund check from the County in regards to the parks assessment and would like to donate it to the City for the parks. He then signed the check over to the City.

Gary Andre, resident, stated the school property is located right over fault lines so the City will never get earthquake insurance on it. A better place to put a facility is at Marna O'Brien Park.

There being no further speakers, at 1:04 p.m. the City Council convened into closed session, with Councilman Cashman absent.

RECONVENE INTO OPEN SESSION

At 1:42 p.m. the City Council reconvened into open session, with Councilman Cashman absent, making the following announcement:

Mayor Swanson stated the City Council approved issuing a Letter of Intent so the City can explore the options. We will have 60 days to look at what the City can do.

ADJOURNMENT

There being no further business, Mayor Swanson declared the meeting adjourned at 1:43 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Marsha Swanson
Mayor

**CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
SEPTEMBER 14, 2011**

CALL TO ORDER – CLOSED SESSION - 5:30 P.M.

The closed session of September 14, 2011, of the Wildomar City Council was called to order by Mayor Swanson 5:30 p.m.

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

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

City Clerk Lee announced the following:

The City Council will meet in closed session to confer with legal counsel pursuant to the provisions of Government Code Section 54956.9(c) with regard to potential initiation of one matter of litigation. The underlying facts known to all parties relate to the processing of park assessment district refunds by the County of Riverside from general City of Wildomar revenues held by the County not collected by or from the park assessment district.

City Attorney Biggs stated she would like to add an item to the closed session as a subsequent needs item that came up after the posting of the agenda and needs immediate attention. It is a matter of pending litigation pursuant to Government Code Section 54956.9(b), the Alliance for Intelligent Planning vs. the City of Wildomar.

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

MOTION carried, 5-0.

At 5:32 p.m. the City Council convened into closed session, with all Council Members present.

RECONVENE INTO OPEN SESSION

At 6:30 p.m. the City Council reconvened into open session, with all Council Members present, making no announcements.

ADJOURN CLOSED SESSION

There being no further business, Mayor Swanson declared the closed session meeting adjourned.

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

The regular meeting of September 14, 2011, of the Wildomar City Council was called to order by Mayor Swanson 6:30 p.m.

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

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

The Flag Salute was led by Boy Scout Troops 332 and 2011.

PRESENTATIONS

Mayor Swanson presented a Certificate of Achievement to Boy Scout Troop 2011 and Troop 332 from Wildomar for being receiving the Honor Troop Award.

Mayor Swanson presented a Certificate of Appreciation to Lt. Matt Burden who is transferring from the Wildomar Police Station. Police Chief Fontneau made a presentation to Lt. Burden from the Wildomar Police Department. He then introduced Lt. Adams who will be replacing Lt. Burden in the Wildomar Police Department.

Raymond Wolfe, Caltrans District 8 Director, made a presentation regarding protocol for ramp closures and work that impacts the City of Wildomar.

The Fire Department monthly update was not given as they were called to the Kern County fire.

Chief Fontneau presented the Police Department quarterly update.

Mayor Swanson stated she would like to take the approval of the agenda as presented prior to public comments.

APPROVAL OF THE AGENDA AS PRESENTED

City Attorney Biggs stated that the applicant on item #1.4 has requested that the item be tabled until the meeting of October 12, 2011.

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilwoman Moore, to table item #1.4.

MOTION carried, 5-0.

ITEMS REMOVED FROM THE CONSENT CALENDAR AND TABLED

1.4 Ordinance No. 63 Second Reading – Change of Zone & Plot Plan No. 10-0222, Subway Retail Project

RECOMMENDATION: Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 63
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 10-
0222 TO CHANGE THE ZONING FROM R-R (RURAL RESIDENTIAL)
TO C-1/C-P (GENERAL COMMERCIAL) ON A 1.27 ACRE SITE
LOCATED AT 21940 BUNDY CANYON ROAD (APN: 366-390-026 and
366-390-027)

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

MOTION carried, 5-0.

PUBLIC COMMENTS

Henry Silvestre, Wildomar Rotary and Wildomar Chamber of Commerce, stated tomorrow is the Chamber mixer at the Glass Doctor in Murrieta. On October 23 the Animal Friends will hold their annual costume spooktacular where owners dress their dogs up. There will also be food and entertainment there. All monies

raised will go to the shelter.

Ronda Kirkbride, resident, stated that Cottonwood Canyon Road is being neglected by the City. When it was County it was graded every 6 – 8 weeks, and now it's only graded after numerous phone calls and a great deal of frustration. When it is graded it is a sloppy job. It has only been graded 4 times since incorporation of the City.

Gil Rasmussen, resident, stated he filed a complaint last work protesting the closed session held last Friday. The Brown Act allows you to discuss price and terms of payment only. The Council discussed the possible purchase of the former Jean Hayman School and you are not allowed to discuss that. It should have been discussed in a public session. The citizens are entitled to hear your deliberations. He would like the City to justify the closed session.

City Attorney Biggs explained the Brown Act specially allows a closed session to discuss real estate negotiations. The Council is allowed to discuss whether there will be a purchase or sale of property and what those terms and/or conditions will be. If the Council deliberated that in public it would certainly disadvantage the City in negotiations down the line. The Council is authorized to meet in closed session to discuss whether they wish to purchase or sell property and then to discuss price and terms. This is a common practice in cities throughout the State and is not illegal.

Jeanne Weiler, Anne Sullivan School, stated the classrooms are almost completed. She thanked the Staff for their assistance with the engineering, planning, and inspections so that the School can open. Also she really appreciates the new sidewalks that are being installed.

Andy Morris, EVMWD, gave an update on what the Elsinore Valley Municipal Water District is doing on Clinton Keith and Salida del Sol. They are getting ready for construction for the new veterinary facility that is going there. This will go on for approximately one month.

1.0 CONSENT CALENDAR

A MOTION was made by Councilwoman Moore, seconded by Councilman Walker, to approve the Consent Calendar as amended (Item #1.4 was removed and tabled).

MOTION carried, 5-0.

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances.

1.2 Minutes – August 10, 2011 Regular Meeting

Approved the Minutes as submitted.

1.3 Warrant and Payroll Registers

Approved the following:

1. Warrant Register dated August 11, 2011 in the amount of \$135,470.42 and \$6,426.03;
2. Warrant Register dated August 18, 2011 in the amount of \$489,781.80 and \$76,325.18;
3. Warrant Register dated August 25, 2011 in the amount of \$22,965.94 and \$23,724.87;
4. Warrant Register dated September 1, 2011 in the amount of \$35,098.51; and
5. Payroll Register dated September 2, 2011 in the amount of \$39,839.99.

2.0 PUBLIC HEARINGS

No Public Hearings were scheduled.

3.0 GENERAL BUSINESS

3.1 City Manager Contract Amendments

City Clerk Lee read the title of the item.

Assistant City Manager Nordquist presented the staff report.

A MOTION was made by Mayor Pro Tem Benoit, seconded by Councilman Walker, to adopt the First Amendment to Agreement for Employment of City Manager.

MOTION carried, 5-0.

3.2 Conversion to Electronic Agenda Packets

City Clerk Lee read the title of the item; she then presented the staff

report.

City Attorney Biggs stated that paper agendas will still be available for anyone who wishes to have one.

City Clerk Lee stated that is correct, the agendas will still be on the table by the Chamber door on meeting night. Also, should there be a big map or blueprint, these will continue to go to the Council in paper form so that it can more easily be read.

SPEAKERS:

Sheryl Ade, resident, stated if there will be any procedural safeguards in place. We don't know that Council is really looking at their agendas, they could be texting. She assumes this will be on the honor system. The County has a static system which the City may want to look into. It doesn't allow you to move around. Also will big documents that are usually stated "under separate cover" be scanned in or will they continue to be under separate cover.

City Clerk Lee responded Staff will be asking Developers and others to submit items in an electronic format so that they can more easily be incorporated.

Mayor Pro Tem Benoit stated the County is switching over to the iPads as well and doing away with the other system they are using. He is not aware of any procedures they have in place.

Councilman Cashman stated how the City will keep the historical record if we do away with a hard copy of the agenda.

City Clerk Lee answered there will still be a hard copy record of the meeting. This item is only for agenda packets at a Council meeting. However, in the future when there is money for a records management program, the entire agenda could be electronic and kept on CDs or other types of medium for permanent storage.

Mayor Swanson stated it is a learning curve to let go of the paper copy. It may be that we have the paper copy as well as the iPad for a couple of months until we get used to it. She has had her iPad for several months and is just now getting comfortable in letting go of the paper copy.

City Manager Oviedo stated that Mayor Pro Tem Benoit has offered to do

training on the use of the iPad to help us all out on getting used to the iPad.

City Clerk Lee stated the training would be an open and public meeting so those who have an iPad in the community and would like some free training would be able to attend and learn how to use an iPad.

City Manager Oviedo stated if the Council would like to have some formal procedures in place it could be done at a future norming session. This is also something that every City is dealing with as well.

It was the consensus of the City Council to start utilizing the iPads at the first meeting in 2012 and for training to take place as soon as the iPads are issued. The City Council will utilize both paper and electronic versions of the agenda packet until the first meeting in 2012. Also to utilize the \$20 per month for the 1 gb.

A MOTION was made by Councilwoman Moore, seconded by Councilman Walker, to approve the conversion of all City Council agendas from a paper format to an electronic format; and to purchase the \$20 for 1 gb data plan for those Council Members who will need it.

MOTION carried, 5-0.

CITY MANAGER REPORT

City Manager Oviedo stated he will be speaking at the Rotary meeting tomorrow in Fire Chief Beach's absence. He invited everyone to attend.

CITY ATTORNEY REPORT

City Attorney Biggs reported that the St. Marie vs. LAFCO case regarding the City's incorporation has been determined by the Court of Appeals upholding the County's actions of the formation of the City of Wildomar.

COUNCIL COMMUNICATIONS

Councilwoman Moore stated that October 16 is the Race for the Cure and the City will have a team. The movie in the park last week was a great success and the next one will be October 28. She attended the Chamber mixer; and a

meeting with officials at William Collier Elementary School regarding access through Heritage Park.

Mayor Pro Tem Benoit stated the staff at Riverside Conservation Authority is looking into why our area received no monies from the Federal level to buy properties for conservation. At WRCOG he learned a great deal about what happened in the Legislature regarding SB 89. The bottom line is we will be waiting a long time to see a fix to this issue. He attended the Board of Supervisors meeting as they had an item on their agenda to receive and file a report by the CAO regarding what they can do to help the four recently incorporated cities deal with SB 89. One of the options is pushing the repayment of monies owed to the County after incorporation from five years to ten years. He spoke about some Bills that were not passed by the State which was a big help that they didn't pass.

Mayor Swanson stated she and Mayor Pro Tem Benoit attended the Student of the Month lunch. She is disappointed with Sacramento and SB 89, but we will fight on and not give up. Also, October 22 will be the Mayor's Ball at the Elks Lodge and will also be her birthday bash.

FUTURE AGENDA ITEMS

*Maintenance of dirt roads

ADJOURNMENT

Mayor Swanson asked for a moment of silence in memory of Chuck Montiel, Councilwoman Moore's Father, who recently passed away.

There being no further business, at 7:40 p.m. Mayor Swanson declared the meeting adjourned.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Marsha Swanson
Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.4
CONSENT CALENDAR
Meeting Date: October 12, 2011

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

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated September 15, 2011 in the amount of \$289,708.46;
2. Warrant Register dated September 22, 2011 in the amount of \$117,821.52;
3. Warrant Register dated September 29, 2011 in the amount of \$33,874.94;
4. Warrant Register dated October 6, 2011 in the amount of \$286,633.49; and
5. Payroll Register dated October 12, 2011 in the amount of \$40,537.73.

DISCUSSION:

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

FISCAL IMPACT:

These Warrant and Payroll Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2011-12 Budget.

Submitted by:

Approved by:

Gary Nordquist
Assistant City Manager

Frank Oviedo
City Manager

ATTACHMENTS:

Voucher List 9/15/2011

Voucher List 9/22/2011

Voucher List 9/29/2011

Voucher List 10/6/2011

Payroll Warrant Register October 12, 2011

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09/15/2011 2:39:12PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200721	9/15/2011	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	JULY11		ANIMAL CONTROL SERVICES JULY	5,800.00
					Total :	5,800.00
200722	9/15/2011	000080 BURKE, WILLIAMS AND SORENSON,, LL	148784		LEGAL FEES JULY 2011	29,142.20
					Total :	29,142.20
200723	9/15/2011	000081 CALIFORNIA BUILDING STANDARDS, CC	9611		CA BSAF FEES 4/1/11-8/30/11	74.15
					Total :	74.15
200724	9/15/2011	000319 CORTUM COMMUNICATIONS, INC.	4453		ROUTER INSTALLATION MATERIAL	205.90
					Total :	205.90
200725	9/15/2011	000149 COUNTY OF RIVERSIDE	201102WIL		SHELTERING SRVCS JUL, AUG, SE	33,422.16
					Total :	33,422.16
200726	9/15/2011	000320 COUNTY OF RIVERSIDE EDA	83011		10-0265 DEPOSIT REFUND OF UNL	5,517.73
					Total :	5,517.73
200727	9/15/2011	000047 COUNTY OF RIVERSIDE, SHERIFF'S DEI SH	0000017489		CONTRACT LAW ENF 7/1-7/27/11	186,551.18
					Total :	186,551.18
200728	9/15/2011	000036 DATAQUICK	B1-1970644		CODE ENF SOFTWARE 8/1-/31/11	150.00
					Total :	150.00
200729	9/15/2011	000082 DEPARTMENT OF CONSERVATION, DIVI:	9611		SMIP FEES APR 2011-JUNE 2011	230.56
					Total :	230.56
200730	9/15/2011	000058 DEPARTMENT OF JUSTICE	865084		POLICE BLOOD ALCOHOL ANALYSI	175.00
					Total :	175.00
200731	9/15/2011	000054 DEPARTMENT OF TRANSPORTATION	99000570		SIGNALS & LIGHTING MAY 2011- JL	1,112.87
					Total :	1,112.87
200732	9/15/2011	000022 EDISON	9211 9211A 9311 9311A		CSA 103 PALOMAR ST ELECTRICAL ZONE 73- LMD 89-1 ELECTRICAL 8/ CITY LAMPS ELECTRICAL 8/1-9/1/11 CSA 22 ELECTRICAL 8/1-9/1/11	33.64 83.36 376.00 3,014.60

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200732	9/15/2011	000022 EDISON	(Continued) 9311B 9711		CSA 103 ELECTRICAL 8/1-9/1/11 CSA 142 ELECTRICAL 8/1-9/1/11	13,389.28 2,012.77 Total : 16,909.65
200733	9/15/2011	000012 ELSINORE VALLEY MUNICIPAL, WATER	5117755 5117756 5117757		WINDSONG WATER SRVCS 7/21-8/ CSA 103 WATER SRVCS 7/21-8/25/1 CSA 103 WATER SRVCS 7/21-8/25/1	1,459.12 86.31 292.77 Total : 1,848.20
200734	9/15/2011	000278 HOLLYWOOD DANCE	1557		DANCE CLASS REGISTRATIONS 7/	253.18 Total : 253.18
200735	9/15/2011	000272 INLAND URGENT CARE	308W		PRE-EMPLOYMENT SERVICES 8/9/	80.00 Total : 80.00
200736	9/15/2011	000016 INNOVATIVE DOCUMENT SOLUTIONS	107077		CONTRACT COPIER SRVCS AUG 2/	418.96 Total : 418.96
200737	9/15/2011	000079 LAN WAN ENTERPRISE	41259		MAINTENANCE CONTRACT SEPT 2	450.00 Total : 450.00
200738	9/15/2011	000084 MUNISERVICES, LLC	0000025741		SUTA SERVICES-TAX QRTR ENDIN:	4,145.13 Total : 4,145.13
200739	9/15/2011	000018 ONTRAC	7216725		OVERNIGHT DELIVERY SERVICES	25.55 Total : 25.55
200740	9/15/2011	000052 PAL OFFICE PRODUCTS	9449		CHECKS	32.31 Total : 32.31
200741	9/15/2011	000186 PITNEY BOWES	9611		POSTAGE METER REFILL 8/25/11	500.00 Total : 500.00
200742	9/15/2011	000020 VERIZON	9111 9111A		TELEPHONE CHARGES 9/1-9/30/11 OFFICE TELEPHONE CHARGES 9/1	35.58 590.26 Total : 625.84

vchlist
09/15/2011 2:39:12PM

Voucher List
City of Wildomar

Page: 3

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200743	9/15/2011	000139 WILDOMAR CHAMBER OF COMMERCE	758		BUSINESS NETWORKING MEETIN	12.00
					Total :	12.00
200744	9/15/2011	000025 WILLETTE, PAULA	9811		REIMB- OFFICE SUPPLIES & TRAVI	225.89
					Total :	225.89
24 Vouchers for bank code : wf						Bank total : 289,708.46
24 Vouchers in this report						Total vouchers : 289,708.46

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vchlist
09/22/2011 3:38:20PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200745	9/22/2011	000031 AFLAC, REMITTANCE PROCESSING, CE	937658		MEDICAL INS BENEFITS	475.45
					Total :	475.45
200746	9/22/2011	000033 AMERICAN FORENSIC NURSES	60392		BLOOD DRAW	123.24
					Total :	123.24
200747	9/22/2011	000034 BIO-TOX LABORATORIES	23937 23938		RC SHERIFF- LAB SERVICES	138.46
					RC SHERIFF- LAB SERVICES	917.30
					Total :	1,055.76
200748	9/22/2011	000080 BURKE, WILLIAMS AND SORENSON,, LL	19415		LEGAL FEES AUGUST 2011	27,011.50
					Total :	27,011.50
200749	9/22/2011	000002 CRYSTAL CLEAN MAINTENANCE	1003		JANITORIAL SERVICES OCT 2011	698.00
					Total :	698.00
200750	9/22/2011	000058 DEPARTMENT OF JUSTICE	865131		POLICE BLOOD ALCOHOL ANALYSI	35.00
					Total :	35.00
200751	9/22/2011	000027 DIRECTTV	18009091031		CABLE SERVICES - 9/12-10/11/11	86.99
					Total :	86.99
200752	9/22/2011	000022 EDISON	91511		ELECTRICAL SERVICES 7/13-9/14/1	4,125.54
					Total :	4,125.54
200753	9/22/2011	000304 JOE A. GONSALVES & SON	2739	0000024	CONTRACTUAL SERVICES OCT 20	3,000.00
					Total :	3,000.00
200754	9/22/2011	000042 PV MAINTENANCE, INC.	005-124		CONTRACTUAL SERVICES JULY 20	30,068.99
					Total :	30,068.99
200755	9/22/2011	000249 STI, INC. TRUCKING & MATERIALS	11-302-3	0000029	SIDEWALKS TO SCHOOLS IMPROV	51,141.05
					Total :	51,141.05
11 Vouchers for bank code : wf					Bank total :	117,821.52
11 Vouchers in this report					Total vouchers :	117,821.52

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Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200756	9/29/2011	000312 ADAME LANDSCAPE, INC.	43329	0000028	CSA 103- LANDSCAPE MAINTENAN	125.00
					Total :	125.00
200757	9/29/2011	000321 BARBEE, JOHN	9111		10-0188 DEVELOPER DEPOSIT REF	912.61
					Total :	912.61
200758	9/29/2011	000035 COUNTY OF RIVERSIDE, TLMA	TL0000008250		JUNE 2011 SLF COSTS	275.06
					Total :	275.06
200759	9/29/2011	000059 DIAMOND W. EVENTS	92911		CONTRACTUAL SERVICES SEPT 20	5,000.00
					Total :	5,000.00
200760	9/29/2011	000022 EDISON	92211		REFUND FOR OVERPAYMENT ON F	40.00
					Total :	40.00
200761	9/29/2011	000012 ELSINORE VALLEY MUNICIPAL, WATER	5129415 5145140		HERITAGE WATER SRVCS 8/17-9/2	42.70
					MARNA WATER SRVCS 8/17-9/14/11	3,834.00
					Total :	3,876.70
200762	9/29/2011	000077 EXEC-U-CARE	92111		MEDICAL INSURANCE OCT 2011	1,487.27
					Total :	1,487.27
200763	9/29/2011	000024 GUARDIAN	91911		DENTAL/VISION BENEFITS OCT 20	1,460.11
					Total :	1,460.11
200764	9/29/2011	000079 LAN WAN ENTERPRISE	41363 41396 41430 41436		LABOR: TROUBLESHOOT/ RESTOR	960.00
					1YR ANTI-VIRUS PROTECT EDEN &	231.59
					LABOR: UPDATE ANTI-VIRUS/ EDEI	360.00
					1YR POST WARRANTY ONSITE REI	1,526.00
					Total :	3,077.59
200765	9/29/2011	000147 MARATHON REPROGRAPHICS	65321		TRAIL MAPS	71.12
					Total :	71.12
200766	9/29/2011	000322 NEAR-CAL CORPORATION	82911		11-0029 DEVELOPER DEPOSIT REF	180.75
					Total :	180.75

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Voucher List
City of Wildomar

Page: 2

Bank code : wf

Voucher	Date	Vendor	invoice	PO #	Description/Account	Amount	
200767	9/29/2011	000131 RCAWRC	82911		MSHCP MITIGATION FEE JULY & A	5,814.00	
					Total :	5,814.00	
200768	9/29/2011	000053 REPUBLIC ITS, INC.	RR-116710 RR-116711		TRAFFIC SIGN MAINT. AUG 2011	1,835.00	
					TRAFFIC SIGNAL RESPONSE AUG	1,316.38	
					Total :	3,151.38	
200769	9/29/2011	000323 RICHLAND MANAGEMENT, INC.	83111		11-0137 DEVELOPER DEPOSIT REF	315.00	
					Total :	315.00	
200770	9/29/2011	000324 STERI-CLEAN	30505		FATAL VEHICLE ACCIDENT BIOHAZ	500.00	
					Total :	500.00	
200771	9/29/2011	000202 WILDOMAR INDUSTRIAL PARK, LP	83011A 83011B 83011C 83011D		10-0275 DEVELOPER DEPOSIT REF	175.77	
					10-0263 DEVELOPER DEPOSIT REF	234.45	
					10-0354 DEVELOPER DEPOSIT REF	2,285.48	
					11-0003 DEVELOPER DEPOSIT REF	585.14	
					Total :	3,290.84	
200772	9/29/2011	000055 WRCOG	6116		FY 11/12 WRCOG MEMBER DUES	4,297.51	
					Total :	4,297.51	
17 Vouchers for bank code : wf						Bank total :	33,874.94
17 Vouchers in this report						Total vouchers :	33,874.94

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10/08/2011 2:03:29PM

Voucher List
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200773	10/6/2011	000008 AT&T MOBILITY	09282011		COUNCIL MOBILE PHONES 8/21-8/21/11	112.46
					Total :	112.46
200774	10/6/2011	000325 BASS, DAVID A.	WILDCITYGASB45		GASB 45 STUDY & REPORT FY10/11	950.00
					Total :	950.00
200775	10/6/2011	000326 CALIFORNIA MUNICIPAL TREASURER, A 92311			CMTA MEMB RENEWAL FY 11/12	205.00
					Total :	205.00
200776	10/6/2011	000028 CALPERS	409		MED PREMIUM OCT 2011	5,902.27
					Total :	5,902.27
200777	10/6/2011	000043 CHENG, MISTY	9/30/2011		ACCOUNTING SRVCS SEPT 2011	4,660.00
					Total :	4,660.00
200778	10/6/2011	000011 CR&R INC.	0253785		DUMP & RETURN 40YD BOX 8/4/11	286.02
					Total :	286.02
200779	10/6/2011	000012 ELSINORE VALLEY MUNICIPAL, WATER	5158924 5158925		WATER SRVCS CSA 8/25-9/22/11	76.38
					WATER SRVCS CSA 103 8/25-9/22/11	248.10
					Total :	324.46
200780	10/6/2011	000072 INTERWEST CONSULTING GROUP	11330 11478		CONTRACTUAL SERVICES JUNE 2011	146,105.00
					CONTRACTUAL SERVICES JULY 2011	124,917.75
					Total :	271,022.75
200781	10/6/2011	000079 LAN WAN ENTERPRISE	41528		MAINT. CONTRACT OCT 2011	450.00
					Total :	450.00
200782	10/6/2011	000006 WELLS FARGO PAYMENT REMITTANCE, 09163818	82311 82411 82411 82511 82511 82511 82911		NON-DEPARTMENTAL CONFERENCE	20.65
					ICSC MEMBERSHIP FY 11/12	100.00
					FIRE STATION EXPENSES	71.05
					NON-DEPARTMENTAL OFFICE SUPPLIES	73.03
					LEAGUE CONFERENCE TRAVEL EXPENSES	209.40
					LEAGUE CONFERENCE TRAVEL EXPENSES	50.00
					CASE COPY- CITY CLERK	4.00
					REFUND OF BANK FEES	-43.81

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Voucher List
City of Wildomar

Page: 2

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200782	10/6/2011	000006	WELLS FARGO PAYMENT REMITTANCE, (Continued)			
			83011		NON-DEPARTMENTAL OFFICE SUP	53.37
			9111		OFFICE SUPPLIES	103.58
			91311		CITY COUNCIL MEETING SUPPLIES	82.83
			91311		QUICKBOOKS MONTHLY SUBSCRIB	20.97
			91511		CALBO TECH I MEMBERSHIP	35.00
			91511		ICC MEMBERSHIP	50.00
			91511		EMERGENCY CONFERENCE TRAVEL	33.00
			91511A		CALBO TRAINING REGISTRATION	150.00
			91611		EMERGENCY CONFERENCE TRAVEL	1,156.92
			92011		NON-DEPARTMENTAL OFFICE SUP	14.54
			9511		EMERGENCY CONFERENCE TRAVEL	57.00
			9611		EMERGENCY CONFERENCE TRAVEL	25.00
			9811		FIRE STATION EXPENSES	454.00
					Total :	2,720.53

10 Vouchers for bank code : wf

Bank total : 286,633.49

10 Vouchers in this report

Total vouchers : 286,633.49

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City of Wildomar
Payroll Warrant Register
October 12, 2011

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
9/16/2011	Payroll People	8/27-9/9/11 Staff	19,830.93
9/30/2011	Payroll People	9/10-9/23/11 Staff	19,291.28
10/3/2011	Payroll People	9/1-9/30/11 Council	1,415.52
		TOTAL	40,537.73

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: October 12, 2011

TO: Mayor and City Council Members
FROM: Gary Nordquist, Assistant City Manager
SUBJECT: Treasurer's Report, July 2011

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the Treasurer's Report.

DISCUSSION:

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

FISCAL IMPACT:

None.

Submitted by:

Approved by:

Gary Nordquist
Assistant City Manager

Frank Oviedo
City Manager

ATTACHMENTS:

Treasurer's Report

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

CITY CASH

FUND	ACCOUNT	INSTITUTION	BALANCE	RATE
All	All	WELLS FARGO	\$ 3,276,827.61	0.00%
		TOTAL	\$ 3,276,827.61	

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	\$ 3,140,773.86	\$ 610,387.78	\$ (474,334.03)	\$ 3,276,827.61	0.000%
		TOTAL	\$ 3,140,773.86	\$ 610,387.78	\$ (474,334.03)	\$ 3,276,827.61	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	\$ 1,531,787.51	\$ 1,531,787.51	\$ 1,531,787.51	100.00%	0	0.408%
	TOTAL	\$ 1,531,787.51	\$ 1,531,787.51	\$ 1,531,787.51	100.00%		

CITY - TOTAL CASH AND INVESTMENT \$ 4,808,615.12

CITY INVESTMENT

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	\$ 1,529,971.75	\$ 1,815.76	\$ 0.00	\$ 1,531,787.51	0.408%
	TOTAL	\$ 1,529,971.75	\$ 1,815.76	\$ 0.00	\$ 1,531,787.51	

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

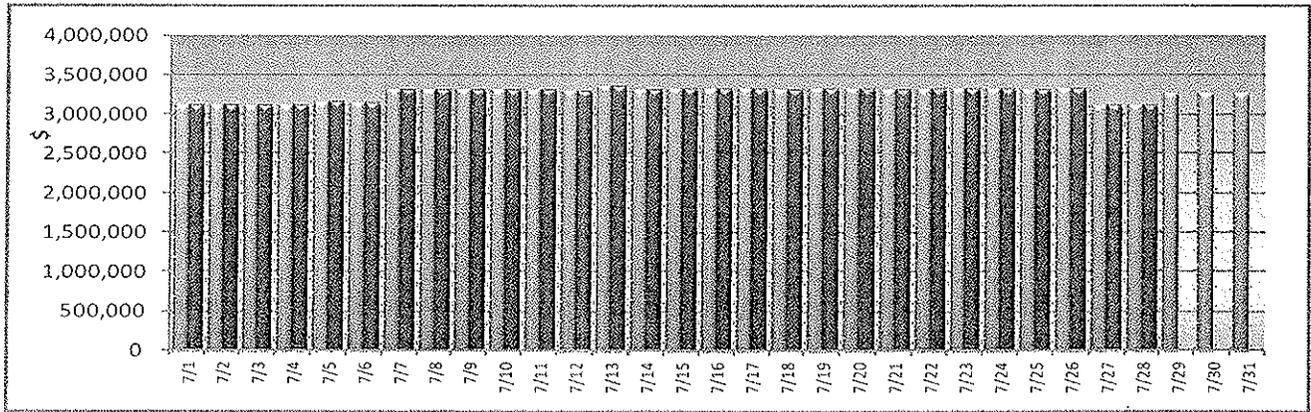
 Gary Nordquist
 ACM Finance & Administration /
 City Treasurer

 Date



July 2011

Daily Cash Balance All Funds Checking Only Pool Report Balance



Fiscal Year	Ending Balance	Monthly Net Activity
July 2009	2,027,072	-
Aug 2009	4,745,827	2,718,755
Sept 2009	4,201,825	(544,002)
Oct 2009	3,674,234	(527,592)
Nov 2009	3,098,110	(576,124)
Dec 2009	2,963,884	(134,226)
Jan 2010	2,801,810	(162,074)
Feb 2010	2,919,794	117,984
Mar 2010	2,397,718	(522,076)
April 2010	3,239,669	841,951
May 2010	3,200,801	(38,868)
June 2010	3,159,501	(41,300)
July 2010	3,008,802	(150,699)
Aug 2010	3,860,503	851,700
Sept 2010	3,069,412	(791,091)
Oct 2010	2,992,344	(77,068)
Nov 2010	2,365,924	(626,420)
Dec 2010	3,199,019	833,094
Jan 2011	2,661,091	(537,927)
Feb 2011	2,799,932	138,841
Mar 2011	2,469,738	(330,194)
Apr 2011	2,949,832	480,094
May 2011	3,527,489	577,658
June 2011	3,140,774	(386,715)
July 2011	3,276,828	136,054

July 2011		
Date	Ending Balance In Whole \$	Net Change from Prior Day
7/1	3,118,584	-
7/2	3,118,584	-
7/3	3,118,584	-
7/4	3,118,584	-
7/5	3,163,026	44,442
7/6	3,149,471	(13,555)
7/7	3,318,661	169,191
7/8	3,318,783	121
7/9	3,318,783	-
7/10	3,318,783	-
7/11	3,319,358	575
7/12	3,309,060	(10,298)
7/13	3,364,063	55,003
7/14	3,319,051	(45,012)
7/15	3,340,519	21,468
7/16	3,340,519	-
7/17	3,340,519	-
7/18	3,319,243	(21,276)
7/19	3,330,197	10,954
7/20	3,332,521	2,324
7/21	3,314,088	(18,433)
7/22	3,333,767	19,679
7/23	3,333,767	-
7/24	3,333,767	-
7/25	3,326,844	(6,923)
7/26	3,327,522	679
7/27	3,122,953	(204,570)
7/28	3,122,953	-
7/29	3,276,828	153,875
7/30	3,276,828	-
7/31	3,276,828	-

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.6
CONSENT CALENDAR
Meeting Date: October 12, 2011

TO: Mayor and City Council Members
FROM: Paula Willette, Community Services Director
SUBJECT: Memorandum of Understanding (MOU) with the County of Riverside for one Mass Care Shelter Trailer

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council enter into a MOU with the County of Riverside for one fully stocked Mass Care and Shelter Trailer.

DISCUSSION:

The County of Riverside Fire Department, representing the Riverside County Operational Area has secured Homeland Security Grant Funding to purchase and outfit the City with a one hundred person mass care and shelter trailer. The trailer is to be available for use to respond to and recover from any catastrophic emergency within the City and County. The term of the MOU shall remain in effect for a period of seven years. At the end of that period the trailer will be the sole property of the City and can be used as needed.

FISCAL IMPACT:

\$56 for vehicle registration of the trailer for five years.

Submitted by:

Approved by:

Paula Willette
Community Services Director

Frank Oviedo
City Manager

ATTACHMENTS:

Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING

BETWEEN

**COUNTY OF RIVERSIDE,
ON BEHALF OF ITS FIRE DEPARTMENT,
OFFICE OF EMERGENCY SERVICES**

and the

CITY OF WILDOMAR

Table of Contents

I. Purpose	2
II. Background.....	2
III. Terms and Conditions.....	2
A. MOU Modification Process	2-3
B. Term of MOU	3
C. Responsibilities/Obligations	3-4
IV. Signatures	4

Attachments:

Attachment 1 - Office of Justice Programs Financial Guide 2005 – Part III Chapter 6

Attachment 2 - OMB Circular A87, Attachment B Selected Items of Cost, Section 15

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF RIVERSIDE
AND THE CITY OF WILDOMAR

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into as of this -first day of September 2011, by and between the County of Riverside, on behalf of its Fire Department, Office of Emergency Services, a political subdivision of the State of California, hereinafter referred to as "OES", representing the Riverside County Operational Area, and the City of Wildomar, hereinafter referred to as "City". City and OES will sometimes collectively be hereinafter referred to as the "Parties".

RECITALS

WHEREAS, the County of Riverside, Fire Department, representing the Riverside County Operational Area, has secured Homeland Security Grant Funding from the State of California Emergency Management Agency, to purchase and outfit unincorporated county areas and each city within the county, with one hundred person mass care and shelter trailers ("Trailers"); and

WHEREAS, the acquisition of these Trailers and equipment will assist each city in their pursuit to enhance their mass care and sheltering capabilities to better protect against, respond to and recover from catastrophic emergencies; and

WHEREAS, the Parties desire to enter into this MOU to provide the terms and conditions for each city that receives a Trailer under this grant funding program;

NOW, THEREFORE, the parties hereto agree as follows:

I. PURPOSE.

The purpose of this MOU is to: 1) document the transfer of ownership of one (1) trailer(s) from OES to the City of Wildomar; and 2) obligate and document the acknowledgement of the City to adhere to Office of Justice Programs Financial Guide 2005 – Part III Chapter 6 (Attachment 1) and the State OMB Circular A-87, Attachment B, Selected Items of Cost, Section 15 "Equipment and Other Capital Expenditures," (Attachment 2).

II. BACKGROUND.

In 2008, emergency managers within the Riverside County Operational Area (OA) identified significant preparedness shortfalls with regard to their ability to properly shelter one-tenth of the overall population as suggested by federal standards. Because of this shortfall, OES has secured Homeland Security grant funding for Fiscal Year 2009 and Fiscal Year 2010 to outfit each city and portions of the county unincorporated areas with one hundred person mass care and shelter trailers. Securing such trailers will pave the way for enhanced mass care and shelter capabilities in Riverside County.

III. TERMS AND CONDITIONS.

A. MOU MODIFICATION PROCESS.

After execution of this MOU, any and all requests for modifications to this MOU shall be made in writing to: Riverside County Fire Department Office of Emergency

Services (OES) at 4080 Lemon Street, Basement Room 8, Riverside, CA 92501 Attn. Peter Lent, Deputy Director. OES reserves the right to deny, edit or accept requests for modifications. OES reserves the right to amend the terms of this MOU if required to remain in compliance with federal or state grant requirements. The City shall be notified at least thirty business days in advance of any potential revisions to the terms of this MOU.

B. TERM OF MOU.

The terms of this MOU shall remain in effect for a period of seven years from the date of the signing of this document by all involved parties. Over the course of this MOU, the City agrees to utilize the Trailer solely for its intended purpose of mass care and shelter.

C. RESPONSIBILITIES/OBLIGATIONS.

By accepting the Trailer(s), City of Wildomar, hereby agrees to accept and uphold the following responsibilities and obligations during the term of this MOU:

- 1) Store the Trailer in a secured area. The City will be responsible to determine the location and the type(s) of security to be used to secure the Trailer.
- 2) City shall be responsible for all costs associated with maintaining the trailer to lawfully operate and transport the trailer, including payment of the initial and annual California Department of Motor Vehicles registration fees and coverage. Insurance can be provided either by a specific insurance policy for the equipment or by a program of self-insurance.
- 3) City must utilize at least a three quarter-ton pickup truck or greater to tow the vehicle.
- 4) Replace any lost, stolen, damaged or used items with equivalent items within a reasonable timeframe not to exceed sixty (60) days from the date of loss or use. If the Trailer incurs any damage or theft during the period of this MOU, the City agrees to replace the Trailer and/or all of its contents with equivalent items and return the Trailer to the same level of supplies and conditioning as to which they were before the theft, damage or use occurred. This requirement shall apply to the Trailer and all of the components within the Trailer including all equipment and supplies.
- 5) Shall not mark, sticker, wrap or otherwise alter the appearance of the Trailer by adding their City logo or other identifying emblems, logos, or lettering. City agrees to leave the sticker identifier on the Trailer that will be on the Trailer at the time of delivery. This three inch block-style numbering shall remain in place for the duration of this MOU. City also agrees to utilize the original lock and keys, for all locks and keys on or in the Trailer, which will be provided with the Trailer at time of delivery.
- 6) Maintain all necessary components to keep the Trailer and all equipment in working order during the term of this MOU, up to and including but not limited to: tires, batteries, solar panels, regular

military cots, enhanced functional needs cots, disposable blankets, light switches, manual vent fans, rolling carts and doors.

- 7) As required by the grant, the City agrees to allow the Trailer(s) to be utilized by other jurisdictions if requested through appropriate Mutual Aid channels. The City understands and agrees that if the Trailer is requested as a Mutual Aid resource, that the requesting jurisdiction will be responsible to pick up, re-stock and return the Trailer to the City within sixty days (60) of the end of the incident for which the Trailer/resource was requested, in its original condition.

- 8) Comply with all the requirements of the Office of Justice Programs Financial Guide 2005 – Part III Chapter 6 (Attachment 1) and the State OMB Circular A-87, Attachment B, Selected Items of Cost, Section 15 “Equipment and other Capital Expenditures”(Attachment 2).

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

DATED: 9.21.11

COUNTY OF RIVERSIDE

By: 
Peter Lent
Deputy Director

CITY OF WILDOMAR

Signed: _____
Authorized Representative of the City

ATTACHMENT 1

**OFFICE of JUSTICE PROGRAMS
FINANCIAL GUIDE 2005 – PART III
CHAPTER 6**

Chapter 6: Property and Equipment

HIGHLIGHTS OF CHAPTER:

- Acquisition of Property and Equipment
- Screening
- Loss, Damage, or Theft of Equipment
- Equipment Acquired with Crime Control Act Block/Formula Funds (BJA)
- Equipment Acquired with Juvenile Justice Act (OJJDP) Formula and Victims of Crime Act (OVC) Assistance (Formula) Funds
- Equipment and Non-Expendable Personal Property Acquired with Discretionary Funds
- Real Property Acquired with Formula Funds
- Real Property Acquired with Discretionary Funds
- Federal Equipment
- Replacement of Property (Equipment and Non-Expendable Personal Property)
- Retention of Property Records
- Supplies
- Copyrights
- Patents, Patent Rights, and Inventions

ACQUISITION OF PROPERTY AND EQUIPMENT

Recipients/subrecipients are required to be prudent in the acquisition and management of property with Federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already available within the recipient or subrecipient organization will be considered an unnecessary expenditure.

NOTE: Equipment purchased using funds made available under Federal grants shall be year 2000 compliant and shall be able to process all time/date data after December 31,1999.

SCREENING

Careful screening should take place before acquiring property in order to ensure that it is needed, with particular consideration given to whether equipment already in the possession of the recipient/subrecipient organization can meet identified needs. While there is no prescribed standard for such review, recipient/subrecipient procedures may establish levels of review dependent on factors such as the cost of the proposed equipment and the size of the recipient or subrecipient organization.

The establishment of a screening committee may facilitate the process; however, a recipient or subrecipient may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already available within the recipient's organization.

The awarding agency's program monitors must ensure that the screening referenced above takes place and that the recipient/subrecipient has an effective system for property management.

Recipients/subrecipients are hereby informed that if the awarding agency is made aware that the recipient/subrecipient does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

LOSS, DAMAGE, OR THEFT OF EQUIPMENT

Recipients/subrecipients are responsible for replacing or repairing the property which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

EQUIPMENT ACQUIRED WITH CRIME CONTROL ACT BLOCK/FORMULA FUNDS (BJA)

Equipment acquired shall be managed to ensure that the equipment is used for criminal justice purposes. Standards and procedures governing ownership, use, management, and disposition are as follows.

1. **Title.** The Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC §3789, et seq., Section 808, requires that the title to all equipment and supplies purchased with funds made available under the Crime Control Act shall vest in the criminal justice agency or non-profit organization that purchased the property, if it provides written certification to the State

office that it will use the property for criminal justice purposes. If such written certification is not made, title to the property shall vest in the State office, which shall seek to have the equipment and supplies used for criminal justice purposes elsewhere in the State prior to using it or disposing of it in any other manner.

2. **Use and Management.** A subrecipient or State shall use and manage equipment in accordance with its procedures as long as the equipment is used for criminal justice purposes.
3. **Disposition.** When equipment is no longer needed for criminal justice purposes, a State shall dispose of equipment (for both the State and subrecipients), in accordance with State procedures, with no further obligation to the awarding agency.

EQUIPMENT ACQUIRED WITH JUVENILE JUSTICE ACT (OJJDP) FORMULA AND VICTIMS OF CRIME ACT (OVC) ASSISTANCE (FORMULA) FUNDS

Equipment acquired under an award shall be managed to ensure that the equipment is used for criminal justice purposes. Standards and procedures governing ownership, use, management, and disposition are as follows.

1. **Title.** Title to equipment acquired under an award or subaward will vest upon acquisition in the recipient or subrecipient subject to the obligations and conditions set forth in 28 CFR Part 66.
2. **Use.**
 - a. A State shall use equipment acquired under an award in accordance with State laws and procedures. The awarding agency encourages the States to follow the procedures set forth in this Guide.
 - b. Other government recipients and subrecipients shall use equipment in accordance with the following requirements:
 - (1) Equipment must be used by the recipient or subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.
 - (2) The recipient or subrecipient shall also make equipment available for use on other projects or programs currently or previously supported by the Federal government, providing such use does not interfere with the work on the projects or programs for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered and treated as program income to the project, if appropriate.
 - (3) Notwithstanding program income, the recipient or subrecipient shall not use equipment acquired with funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.

- (4) When acquiring replacement equipment, recipients or subrecipients may use the equipment to be replaced as a trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment, subject to the written approval of the awarding agency.

3. Management.

- a. A State shall manage equipment acquired under an award to the State in accordance with State laws and procedures.
- b. Other government recipient and subrecipient procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, meet the following requirements:

(1) Property records must be maintained which include:

- (a) Description of the property;
- (b) Serial number or other identification number;
- (c) Source of the property;
- (d) Identification of title holder;
- (e) Acquisition date;
- (f) Cost of the property;
- (g) Percentage of Federal participation in the cost of the property;
- (h) Location of the property;
- (i) Use and condition of the property; and
- (j) Disposition data, including the date of disposal and sale price.

- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must exist to ensure adequate safeguards to prevent:

- (a) Loss;
- (b) Damage; or
- (c) Theft of the property.

Any loss, damage, or theft shall be investigated by the recipient and subrecipient, as appropriate.

- (4) Adequate maintenance procedures must exist to keep the property in good condition.
- (5) If the recipient or subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

4. Disposition.

- a. A State recipient shall dispose of its equipment acquired under an award to the State in accordance with State laws and procedures.
- b. Other government recipients and subrecipients shall dispose of the equipment when original or replacement equipment acquired under the award or subaward is no longer needed for the original project or program, or for other activities currently or previously supported by a Federal agency. Disposition of the equipment will be made as follows:
 - (1) Items with a current per unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency.
 - (2) Items with a current per unit fair market value in excess of \$5,000 may be retained or sold, and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment. Seller is also eligible for sale costs.
 - (3) In cases where a recipient or subrecipient fails to take appropriate disposition actions, the awarding agency may direct the recipient or subrecipient to take other disposition actions.

EQUIPMENT AND NON-EXPENDABLE PERSONAL PROPERTY ACQUIRED WITH DISCRETIONARY FUNDS

- 1. **Title.** Title to equipment acquired with Federal funds will vest upon acquisition in the recipient subject to the obligations and conditions set forth in 28 CFR Part 66 for State and local units of government, and in 28 CFR Part 70 for other recipients.
- 2. **Use.** A State shall use equipment acquired under an award by the State in accordance with State laws and procedures.

Local government recipients shall use equipment in accordance with the requirements contained in the section "EQUIPMENT ACQUIRED WITH JUVENILE JUSTICE ACT (OJJD) FORMULA AND VICTIMS OF CRIME ACT (OVC) ASSISTANCE (FORMULA) FUNDS."

Other recipients shall use non-expendable personal property in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original project or program, the recipients shall use the non-expendable personal property in connection with its other Federally-sponsored activities in the following order of priority:

- a. Other projects of the awarding agency needing the property.

- b. Grants of a State needing the property.
- c. Projects of other Federal agencies needing the property.

3. **Management.**

- a. A State shall manage its equipment acquired under an award in accordance with State laws and procedures.
- b. Local government recipients and subrecipients shall manage equipment in accordance with requirements stated in the section "EQUIPMENT ACQUIRED WITH JUVENILE JUSTICE ACT (OJJDP) FORMULA AND VICTIM OF CRIME ACT (OVC) ASSISTANCE (FORMULA) FUNDS."
- c. Other recipients' property management standards for non-expendable personal property shall include the following procedural requirements:
 - (1) Property records shall be maintained accurately and include:
 - (a) A description of the property;
 - (b) Manufacturer's serial number, model number, Federal stock number, or other identification number;
 - (c) Source of the property, including the award number;
 - (d) Whether title vests in the recipient or the Federal government;
 - (e) Acquisition date (or date received, if the property was furnished by the Federal government) and cost;
 - (f) Percentage (at the end of the budget year) of Federal participation in the cost of the project or program for which the property was acquired (not applicable to property furnished by the Federal government);
 - (g) Location, use, and condition of the property at the date the information was reported;
 - (h) Unit acquisition cost; and
 - (i) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the Federal-sponsoring agency for its share.
 - (2) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property.

- (3) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented. If the property was owned by the Federal government, the recipient shall promptly notify the Federal agency.
- (4) Adequate maintenance procedures shall be implemented to keep the property in good condition.
- (5) Where the recipient is authorized or required to sell the property, proper sales procedures shall be established which would provide for competition to the extent practicable and result in the highest possible return.

4. Disposition.

- a. A State shall dispose of its equipment acquired under the award by the State in accordance with State laws and procedures.
- b. Local government recipients and subrecipients shall follow the disposition requirements in the section "EQUIPMENT ACQUIRED WITH JUVENILE JUSTICE ACT (OJJDP) FORMULA AND VICTIM OF CRIME ACT (OVC) ASSISTANCE (FORMULA) FUNDS."
- c. Other recipients shall adhere to the following disposition requirements for non-expendable personal property:
 - (1) A recipient may use non-expendable personal property with a fair market value of less than \$5,000 for other activities without reimbursement to the Federal government, or may sell the property and retain the proceeds.
 - (2) A recipient may retain non-expendable personal property with a fair market value of \$5,000 or more for other uses provided that compensation is made to the awarding agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value of the property. If the recipient has no need for the property and the property has further use value, the recipient shall request disposition instructions from the awarding agency. The awarding agency shall determine whether the property can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the property shall be reported to the General Services Administration by the Federal agency to determine whether a requirement for the property exists in other Federal agencies. The awarding agency shall issue instructions to the recipient no later than 120 days after the recipient's request, and the following procedures shall govern:
 - (a) If so instructed, or if disposition instructions are not issued within 120 calendar days after the recipient's request, the recipient shall sell the property and reimburse the awarding agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the grant. However, the recipient shall be permitted to deduct and retain from the Federal share \$100 or

10 percent of the proceeds, whichever is greater, for the recipient's selling and handling expenses.

(b) If the recipient is instructed to ship the property to other agencies needing the property, the recipient shall be reimbursed by the benefiting Federal agency with an amount computed by applying the percentage of the recipient's participation in the cost of the project or program to the current fair market value of the property, plus any reasonable shipping or interim storage costs incurred.

(c) If the recipient is instructed to otherwise dispose of the property, the recipient shall be reimbursed by the awarding agency for such costs incurred in its disposition.

5. **Transfer of Title.** The awarding agency may reserve the right to transfer title to property acquired with Federal funds that have a fair market value of \$5,000 or more to the Federal government or a third party named by the awarding agency, when such a third party is otherwise eligible under existing statutes. Such transfers are subject to the following standards:
- a. The property must be identified in the award or otherwise made known to the recipient in writing.
 - b. The awarding agency shall issue disposition instructions within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the awarding agency fails to issue disposition instructions within the 120 calendar day period, the recipient shall follow standards set in 28 CFR Parts 66 and 70.
 - c. When title to property is transferred, the recipient shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

REAL PROPERTY ACQUIRED WITH FORMULA FUNDS

1. **Land Acquisition.** Block/formula funds CANNOT be used for land acquisition.
2. **Title.** Subject to the obligations and conditions set forth in the award, title to real property acquired under an award or subaward vests, upon acquisition, in the recipient or subrecipient.
3. **Use of Real Property.** The recipient and its subrecipients may use real property acquired, in whole or in part, with Federal funds for the authorized purposes of the original grant or subaward as long as needed for that purpose. The subrecipients shall maintain an inventory report which identifies real property acquired, in whole or in part, with block or formula funds. The recipient or subrecipient shall not dispose of or encumber its title or other interests.
4. **Disposition.** The subrecipient shall obtain approval for the use of the real property in other projects when the subrecipient determines that the real property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federally-sponsored projects or programs that have purposes consistent with those authorized for support by the State. When the real property is no longer needed as provided above, the

subrecipient shall request disposition instructions from the State. The State shall exercise one of the following:

- a. Direct the real property to be transferred to another subrecipient or a criminal justice activity needing the property, provided that use of such real property is consistent with those objectives authorized for support by the State.
- b. Return all real property furnished or purchased wholly with Federal funds to the control of the awarding agency. In the case of real property purchased in part with Federal funds, the subrecipient may be permitted to retain title upon compensating the awarding agency for its fair share of the property. The Federal share of the property shall be computed by applying the percentage of the Federal participation in the total cost of the project for which the property was acquired to the current fair market value of the property. In those instances where the subrecipient does not wish to purchase real property originally purchased in part with Federal funds, disposition instructions shall be obtained from the awarding agency.

REAL PROPERTY ACQUIRED WITH DISCRETIONARY FUNDS

1. **Land Acquisition.** Discretionary funds CANNOT be used for land acquisition.
2. **Title.** Subject to obligations and conditions set forth in 28 CFR Parts 66 and 70, title to real property acquired under an award vests upon acquisition with the recipient.
3. **Use of Property.** The use of property by the recipient is subject to the same principles and standards as outlined for property acquired with formula funds.
4. **Disposition.** The recipient shall follow the same principles and standards as outlined for subrecipients, except the recipient shall request disposition instructions from the Federal agency, not the State.
5. **Transfer of Title.** With regard to the transfer of title to the awarding agency or to a third party designated/approved by the awarding agency, the recipient or subrecipient shall be paid an amount calculated by applying the recipient's or subrecipient's percentage of participation in the purchase of the real property to the current fair market value of the property.

FEDERAL EQUIPMENT

In the event a recipient or subrecipient is provided Federally-owned equipment, the following requirements apply:

1. **Title remains vested in the Federal government.**
2. **Recipients or subrecipients shall manage the equipment in accordance with the awarding agency's rules and procedures and submit an annual inventory listing.**
3. **When the equipment is no longer needed, the recipient or subrecipient shall request disposition instructions from the awarding agency.**

REPLACEMENT OF PROPERTY (EQUIPMENT AND NON-EXPENDABLE PERSONAL PROPERTY)

When an item of property is no longer efficient or serviceable but the recipient/subrecipient continues to need the property in its criminal justice system, the recipient/subrecipient may replace the property through trade-in or sale and subsequent purchase of new property, provided the following conditions are met:

1. **Similar Function.** Replacement property must serve the same function as the original property and must be of the same nature or character, although not necessarily of the same grade or quality.
2. **Credits.** Value credited for the property, if the property is traded in, must be related to its fair market value.
3. **Time.** Purchase of replacement property must take place soon enough after the sale of the property to show that the sale and the purchase are related.
4. **Compensation.** When acquiring replacement property, the recipient/subrecipient may use the property to be replaced as a trade-in or the proceeds from the sale of the property to offset the cost of the new property.
5. **Prior Approval.** State subrecipients shall obtain the written permission of the State to use the provisions of this section prior to entering into negotiation for the replacement or trade-in of property.

RETENTION OF PROPERTY RECORDS

Records for equipment, non-expendable personal property, and real property shall be retained for a period of three years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

SUPPLIES

1. **Title.** Title to supplies acquired under an award or subaward vests, upon acquisition, in the recipient or subrecipient, respectively.
2. **Disposition.** If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the funding support and the supplies are not needed for any other Federally-sponsored programs or projects, the recipient or subrecipient shall compensate the awarding agency for its share. The amount of compensation shall be computed in the same manner as for non-expendable personal property or equipment.

COPYRIGHTS

The awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

1. The copyright in any work developed under an award or subaward; and
2. Any rights of copyright to which a recipient or subrecipient purchases ownership with support.

PATENTS, PATENT RIGHTS, AND INVENTIONS

If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the Federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency. Unless there is a prior agreement between the recipient and the awarding agency on disposition of such items, the awarding agency shall determine whether protection on the invention or discovery shall be sought. The awarding agency will also determine how rights in the invention or discovery (including rights under any patents issued thereon) shall be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, dated August 23, 1971, and statement of Government Patent Policy, as printed in 36 FR 16839). Government-wide regulations have been issued at 37 CFR Part 401 by the Department of Commerce.

ATTACHMENT 2

OMB A87 ATTACHMENT B SELECTED ITEMS OF COST SECTION 15

“EQUIPMENT & OTHER CAPITAL EXPENDITURES”

Only the pertinent portions of this document have been included as an attachment to
this MOU

OMB A87 SECTION 15

b. Donated services received:

(1) Donated or volunteer services may be furnished to a governmental unit by professional and technical personnel, consultants, and other skilled and unskilled labor. The value of these services is not reimbursable either as a direct or indirect cost. However, the value of donated services may be used to meet cost sharing or matching requirements in accordance with the Federal Grants Management Common Rule.

(2) The value of donated services utilized in the performance of a direct cost activity shall, when material in amount, be considered in the determination of the governmental unit's indirect costs or rate(s) and, accordingly, shall be allocated a proportionate share of applicable indirect costs.

(3) To the extent feasible, donated services will be supported by the same methods used by the governmental unit to support the allocability of regular personnel services.

13. Employee morale, health, and welfare costs.

a. The costs of employee information publications, health or first-aid clinics and/or infirmaries, recreational activities, employee counseling services, and any other expenses incurred in accordance with the governmental unit's established practice or custom for the improvement of working conditions, employer-employee relations, employee morale, and employee performance are allowable.

b. Such costs will be equitably apportioned to all activities of the governmental unit. Income generated from any of these activities will be offset against expenses.

14. Entertainment. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

15. Equipment and other capital expenditures.

a. For purposes of this subsection 15, the following definitions apply:

(1) "Capital Expenditures" means expenditures for the acquisition cost of capital assets (equipment, buildings, land), or expenditures to make improvements to capital assets that materially increase their value or useful life. Acquisition cost means the cost of the asset including the cost to put it in place. Acquisition cost for equipment, for example, means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance, freight, and installation may be included in, or excluded from the acquisition cost in accordance with the governmental

unit's regular accounting practices.

(2) "Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes, or \$5000.

(3) "Special purpose equipment" means equipment which is used only for research, medical, scientific, or other technical activities. Examples of special purpose equipment include microscopes, x-ray machines, surgical instruments, and spectrometers.

(4) "General purpose equipment" means equipment, which is not limited to research, medical, scientific or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

b. The following rules of allowability shall apply to equipment and other capital expenditures:

(1) Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except where approved in advance by the awarding agency.

(2) Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5000 or more have the prior approval of the awarding agency.

(3) Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior approval of the awarding agency.

(4) When approved as a direct charge pursuant to Attachment B, section 15.b (1), (2), and (3) above, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the awarding agency. In addition, Federal awarding agencies are authorized at their option to waive or delegate the prior approval requirement.

(5) Equipment and other capital expenditures are unallowable as indirect costs. However, see section 11, Depreciation and use allowance, for rules on the allowability of use allowances or depreciation on buildings, capital improvements, and equipment. Also, see section 37, Rental costs, concerning the allowability of rental costs for land, buildings, and equipment.

(6) The unamortized portion of any equipment written off as a result of a change in capitalization levels may be recovered by continuing to claim the otherwise allowable use allowances or depreciation on the equipment, or by amortizing the amount to be written off over a period of years negotiated with the cognizant agency.

(7) When replacing equipment purchased in whole or in part with Federal funds, the governmental unit may use the equipment to be replaced as a trade-in or sell the property and use

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.7
CONSENT CALENDAR
Meeting Date: October 12, 2011

TO: Mayor and City Council Members

FROM: Tim D'Zmura, Public Works Director

SUBJECT: Acceptance of Subdivision Improvements for Parcel Map 35219 – Renaissance Plaza

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council accept as complete the subdivision improvements required for Parcel Map 35219 – Renaissance Plaza, and direct staff to file a Notice of Completion upon correction of items identified in the final inspection.

BACKGROUND:

On March 25, 2009 the City of Wildomar and A&S Properties at Clinton Keith, LLC (Developer) executed a Subdivision Improvement Agreement (Agreement) for the improvements required to allow recordation of the final map for Parcel Map 35219 – Renaissance Plaza. A Site Location Exhibit is included as Attachment 1 and Parcel Map 3529 is included as Attachment 2. As a normal part of the subdivision process, the Agreement was recorded with the County Recorder. Since the execution of the agreement, the final parcel map has recorded, the required improvements have been substantially completed, and multiple tenants have been operating in Renaissance Plaza. Up until this point, the Developer has not pursued final inspection and Notice of Completion.

The Developer is currently in the process of selling Parcel 4; which is a graded dirt pad without a building. The Agreement is identified in the title report for Parcel 4, and the buyer and the Developer cannot agree on terms of purchase that would allow the Agreement to remain in the title report. Therefore, in order to complete the sale, the buyer and the Developer have asked the City to relieve Parcel 4 of the responsibility associated with the Agreement.

ANALYSIS

In order to relieve Parcel 4 from the responsibility associated with the Agreement, the City needs to accept as complete the subdivision improvements required by the Agreement and file a Notice of Completion. Up until this point in time, a final inspection for the required improvements had not been requested. Therefore, staff is requesting that the City Council accept the improvements as complete (subject to an acceptable final inspection) and direct staff to file the Notice of Completion upon completion of a

final inspection and the Developer's correction of any deficiencies identified in the inspection.

FISCAL IMPACTS:

Upon acceptance of the improvements, the City will be responsible for maintenance of the public roadway. The costs associated with maintenance of City infrastructure is paid by Gas Tax and Measure A funds.

Submitted by:

Approved by:

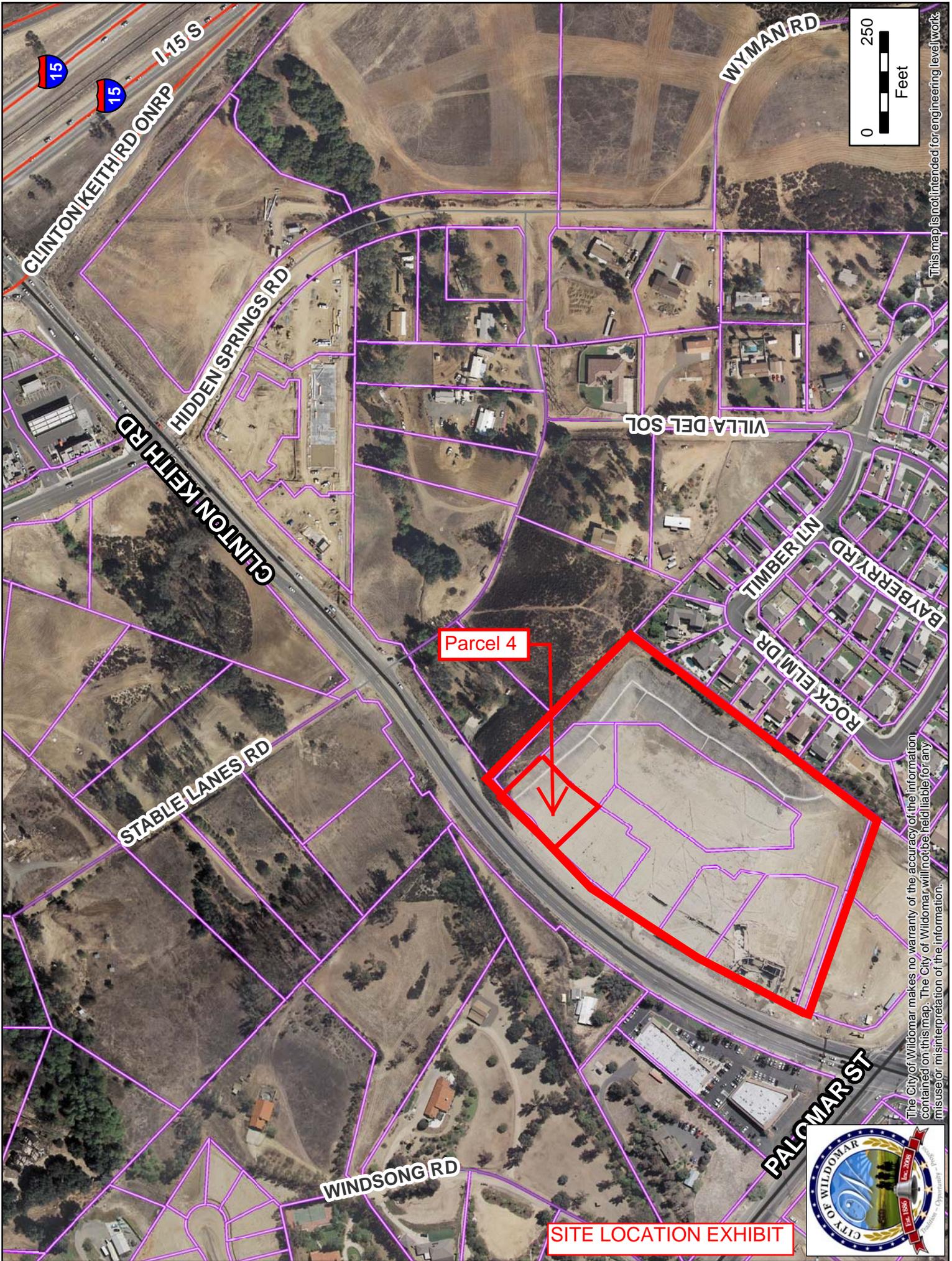
Tim D'Zmura
Public Works Director

Frank Oviedo
City Manager

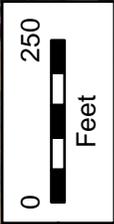
ATTACHMENTS:

1. Site Location Exhibit
2. Parcel Map 35219

ATTACHMENT 1



Parcel 4



This map is not intended for engineering level work.

The City of Wildomar makes no warranty of the accuracy of the information contained on this map. The City of Wildomar will not be held liable for any misuse or misinterpretation of the information.



SITE LOCATION EXHIBIT

ATTACHMENT 2

IN THE CITY OF WILDOMAR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP 35219

BEING A SUBDIVISION OF PARCEL 3 AND A PORTION OF PARCEL 2 OF PARCEL MAP 5699, SHOWN BY MAP ON FILE IN BOOK 13, PAGE 10 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA LYING WITHIN THE LA LAGUNA RANCHO

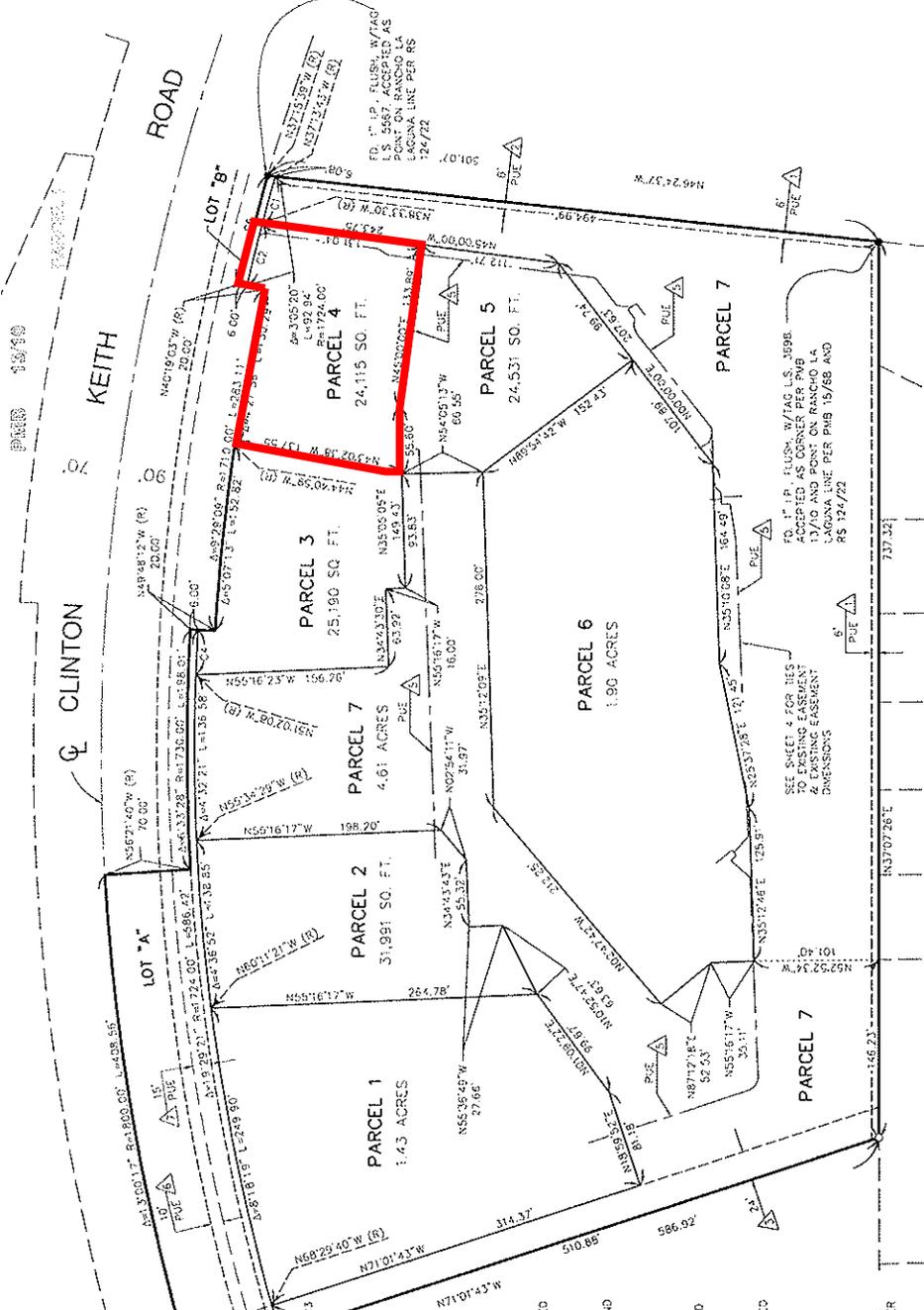
HALL & FOREMAN, INC.

JANUARY, 2008

SEE SHEET 2 FOR BASIS OF BEARINGS,
BOUNDARY SURVEY MAP, ENGINEER'S NOTES,
AND ENVIRONMENTAL CONSTRAINT NOTE.

CURVE	DELTA	RADIUS	LENGTH
C1	118.53°	1724.00'	501.01'
C2	127.53°	1274.00'	378.93'
C3	133.56°	1224.00'	371.98'
C4	133.56°	1224.00'	371.98'
C5	133.56°	1224.00'	371.98'

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft



EASEMENT NOTES

- △ AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JULY 7, 1976 AS INSTRUMENT NO 76-97809 OF OFFICIAL RECORDS
- △ AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS, COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED JULY 7, 1976 AS INSTRUMENT NO. 76-97811 OF OFFICIAL RECORDS
- △ AN EASEMENT IN FAVOR OF COMBINED PALMDAR LLC FOR DRAINAGE, PARKING, LANDSCAPE, ACCESS, INGRESS, EGRESS AND INCIDENTAL PURPOSES, RECORDED MARCH 6, 2006 AS INSTRUMENT NO 65-159776 OF OFFICIAL RECORDS
- △ AN EASEMENT IN FAVOR OF STONEHURST HOMEOWNERS' ASSOCIATION FOR STORM DRAIN, INGRESS, EGRESS, ACCESS, MAINTENANCE REPAIRS WORK AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 16, 2006 AS INSTRUMENT NO 06-847710 OF OFFICIAL RECORDS SAID EASEMENT IS BLANKET IN NATURE.
- △ AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS, COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 17, 2008 AS INSTRUMENT NO. 2008-0507785 OF OFFICIAL RECORDS
- △ AN EASEMENT IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA FOR POLE LINES, CONDUITS AND INCIDENTAL PURPOSES, RECORDED OCTOBER 31, 1974 AS INSTRUMENT NO. 74-146574 OF OFFICIAL RECORDS.
- △ AN EASEMENT IN FAVOR OF COUNTY OF RIVERSIDE FOR PUBLIC ROAD, UTILITY AND INCIDENTAL PURPOSES, RECORDED DECEMBER 24, 1986 AS INSTRUMENT NO 1986-482885 OF OFFICIAL RECORDS

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: October 12, 2011

TO: Mayor and City Council Members
FROM: Frank Oviedo, City Manger
SUBJECT: Historic Highway 395 Multijurisdictional Corridor Study Project

STAFF REPORT

RECOMMENDATION:

Staff recommends the City Council receive and file the report.

DISCUSSION:

WRCOG has received a planning grant from Caltrans to prepare a “Multimodal Transportation and Mixed-Use Development Plan” for the Jefferson Avenue Corridor. The study will address multi-modal transportation and land use issues for the Historic Highway 395 Corridor through the cities of Lake Elsinore, Wildomar, Murrieta, and Temecula. The purpose of this work effort is to enable the four contiguous cities to develop smart growth opportunities for accommodating future growth including transportation needs by utilizing multimodal options and reducing transportation demand through better community design.

Staff has met with WRCOG to discuss how the study may affect the City of Wildomar. WRCOG has indicated that the Plan will help the four cities apply for future grant funding for improvements to the corridor, as well as, being useful background information for a future General Plan update.

WRCOG has indicated that this effort will take approximately 18 months to complete. The first task is developing the multi-modal transportation plan, the second task is the mixed use development plan, and the final task is the implementation plan. For each task/plan they will have a kickoff workshop for agency staff and a public workshop to present each draft plan prior to the final plan.

The purpose of this item is to introduce the project to the Council and provide a mechanism for WRCOG staff to make a presentation.

Submitted and Approved by:

Frank Oviedo
City Manager

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: October 12, 2011

TO: Mayor and City Council Members
FROM: Frank Oviedo, City Manager
SUBJECT: City Parks Update and Council Direction

STAFF REPORT

RECOMMENDATION:

Staff recommends the City Council receive report and provide staff with direction on the City parks.

DISCUSSION:

This item is being brought back to the Council to provide information and the opportunity for the City Council to give staff further direction on how the City should proceed with Marna O'Brien, Heritage, and Windsong parks.

Since there was no funding available to keep the parks open the Council chose to close the parks when the new fiscal year budget began on July 1, 2011. Shortly after the direction was given several groups, organizations, and a couple of businesses stepped forward with an offer to assist in keeping the parks open. Staff notified the Council that these opportunities had arisen and our efforts would be focused on developing a new funding model with support from outside resources in order to keep the parks open without public tax dollars.

Initially these efforts appeared to have promise. However, with the ongoing need for water and maintenance this summer this new model seemed to have flaws not initially anticipated. As a result, staff began evaluating the effectiveness of placing public parks funding and operations in the hands of private citizens and organizations. While this model has worked in other jurisdictions staff has concerns that it may not be taking hold in the City of Wildomar. A number of issues have surfaced including the following:

1. Fundraising for the parks has been anemic and is not keeping pace with the ongoing and total cost of caring for the parks.
2. Predictable long term funding after three months has not been identified.
3. Volunteers have not materialized as expected to have a ready work force to address immediate maintenance issues as they arise.

4. Service and maintenance levels of care are not keeping pace with the levels previously set when the parks were being funded wholly by an assessment and managed by the City.
5. Staff time is still being consumed with coordinating care for the parks and in some cases expending public works funds to perform parks maintenance and damage control from vandalism.

Consequently, staff is having concerns regarding keeping the parks open long term under this new model without a predictable funding source in place and reliable and ongoing maintenance staff to address immediate issues such as graffiti, vandalism, and daily irrigation problems. Not having a long term plan and living month to month on parks maintenance is not an advisable management strategy. Because residents identify the parks as City owned the calls for service will continue to come to City Hall. And without the necessary resources our hands will continue to be tied as there is no budget for committing time and money for parks issues.

This is not to say there is not a very committed group in the community (Friends of Wildomar Parks) doing everything within their realm of possibilities to address the issues identified above. In many cases they are doing a satisfactory job. The question will be is their level of performance satisfactory to the Council and ultimately to the community. The park where there is still an opportunity to attempt to make this model work is Marna O'Brien. Staff will be bringing the Council a park use agreement at a separate Council meeting after we are able to meet with the Friends of Wildomar Parks on October 11 to discuss final details and performance standards within the agreement.

On the other hand, Heritage and Windsong Parks are hindered by very little monetary resources and few volunteers. Generally, residents continue to show a level of apathy towards these parks that have prevented a groundswell of support everyone originally envisioned. It is the City Manager's opinion at this stage to close these two parks for all the reasons stated above.

As an example this summer the water bill exceeded the amount of donations directed at Windsong Park for the month. Normally this is not a problem when predictable revenue generated from a special tax or another revenue stream is collected for the entire year and it exceeds or equals the annual ongoing costs. Currently, this is not the case. The total donations of \$600 a month will not cover all the utilities and maintenance (see exhibit). As a result, this excessive and unplanned water bill will further prevent funds to be directed for anything else. Operational plans need some level of contingency built in to address unforeseen problems. We can not do this in either Heritage or Windsong Parks. This will only further exacerbate an already difficult funding and maintenance problem.

Below is a timeline showing the activity with the parks after maintenance agreements and budget resources expired toward the end of June 2011:

- At the June 22, 2011 City Council meeting there was a consensus to close Heritage and Windsong Parks on June 30 and Marna O'Brien Park on July 5.
- However, prior to that on June 10, Wildomar Soccer submits a letter of proposal to lease Marna O'Brien Park. The proposal included the following:
 - All softball/baseball equipment would be removed
 - All playground equipment would be removed
 - All sidewalks would be removed
 - Basketball courts would be removed
 - All areas would be seeded for soccer fields and closed to the public
 - League would pay all cost associated with removal of equipment and maintenance
- June 15, Wildomar Pop Warner and Wildomar Little League submitted a letter of proposal to lease Marna O'Brien Park. The proposal included the following:
 - The park would remain open to the public
 - All costs associated with the park would be paid by the leagues
 - Park would be available for any City events
- June 28, Adams Landscape volunteers their services for Windsong Park
- July 9 & 10, softball tournament fundraiser for Marna O'Brien Park
- Month of July – flyers were passed out to over 1,000 homes in the tract announcing a park meeting on July 23 to discuss keeping the park open and long term funding
- July 15, posters were hung at all entrances into the tracts for meeting and movie in the park
- July 23, a movie and dinner in the park fundraiser for Windsong Park raising \$466.25. Approximately 5 families attended the event
- July 28, a meeting with the proposed non-profit requesting to manage and pay all costs associated with Marna O'Brien Park was held
- August 5, cancelled the potable water meter at Windsong for a savings of \$72 per month
- August 6, movie and dinner fundraiser for Marna O'Brien Park with funds raised staying with Pop Warner Football to be used for the water invoice
- August 16, turned off all water and cancelled reclaimed water meter at Windsong

- August 29, a meeting with Wildomar Pop Warner and Wildomar Little League was held to discuss an interim agreement to manage and pay for Marna O'Brien Park. At this meeting there was an announcement that the newly formed non-profit had been accepted by the State and would be meeting with the community to form Board positions.
- August 29, a meeting with LEUSD was held to discuss the walkway through Heritage Park
 - District requires 7' heavy gauge fencing with top and bottom rails, and privacy screen be erected for a walkway through the park
 - Proposal from the District was \$10,760

Staff is once again coming back to the Council to provide an update on the activities and efforts to keep the parks open this past summer. Staff is now reporting back to Council to seek further direction on how the City should proceed.

FISCAL IMPACT:

The total cost to the City to operate the three parks is \$176,000. See Exhibit A for the costs of each park by line item. A significant amount of funds will need to be raised on a monthly and weekly basis in order to properly care for the parks. Included in Exhibit A are some target amounts of the total budget that would need to be raised to provide a level of service that falls below the total budget but allows for the parks to stay open.

Submitted and Approved by:

Frank Oviedo
City Manager

ATTACHMENTS:

Exhibit A - Parks Operations and Maintenance Budget

Exhibit A Parks Operations and Maintenance Budget

<u>2010/11 Operations Budget</u>	<u>Marna O'Brien</u>	<u>Heritage</u>	<u>Windsong</u>
Electricity	\$ 21,000.00		\$ 2,400.00
Water	\$ 39,190.00	\$ 13,000.00	\$ 13,000.00
Telephone	\$ 600.00		
Repairs	\$ 1,500.00	\$ 400.00	\$ 400.00
Landscape	\$ 24,000.00	\$ 11,400.00	\$ 10,200.00
Parks Maintenance	\$ 16,140.00	\$ 5,480.00	\$ 4,280.00
Janitorial	\$ 6,840.00		
Security	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00
Supplies i.e. dog bags	\$ 690.00	\$ 190.00	\$ 190.00
Park Management	\$ 5,333.00	\$ 5,333.00	\$ 5,333.00
	\$ 116,993.00	\$ 37,503.00	\$ 37,503.00

(*Annual management costs of \$16,000 is split three ways across each park)

(**Actual last 12 months cost for water Marna O'Brien \$28,553; Heritage \$6,615.67; \$Windsong \$10,603)

Average Monthly Costs Per Park	\$ 9,749.42	\$ 3,125.25	\$ 3,125.25
Average Weekly Costs Per Park	\$ 2,249.87	\$ 721.21	\$ 721.21

Fundraising Targets of Total Budget	<u>Annually</u>	<u>Annually</u>	<u>Annually</u>
Target 75% of Budget	\$ 87,744.75	\$ 28,127.25	\$ 28,127.25
Target 50% of Budget	\$ 58,496.50	\$ 18,751.50	\$ 18,751.50

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: October 12, 2011

TO: Mayor and City Council Members

FROM: Tim D’Zmura, Public Works Director

SUBJECT: Implementation Agreement for the National Pollution Discharge Elimination System Urban Runoff Discharge Permit (MS4 Permit)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve and authorize the City Manager to execute the National Pollutant Discharge Elimination System Urban Runoff Discharge Permit Implementation Agreement.

BACKGROUND:

All agencies that operate a Municipal Separate Storm Sewer System that discharges storm water are required to obtain a National Pollutant Discharge Elimination System Permit (MS4 Permit) regulating those discharges. MS4 Permits are issued by the California Regional Water Quality Control Board (Regional Board) based on the watershed that receives the storm water discharge. The City is located in two watersheds, Santa Margarita and Santa Ana, and until recently was required to obtain two separate MS4 Permits. The Regional Board now allows the City to obtain coverage under one MS4 Permit for the entire City, the Santa Margarita MS4 Permit.

On November 10, 2010, a new MS4 Permit was issued by the Regional Board for the Santa Margarita watershed. The principal permittee is the Riverside County Flood Control and Water Conservation District (RCFCWCD), with the cities of Wildomar, Murrieta, Temecula, and the County of Riverside as co-permittees. As the principal permittee, RCFCWCD took the lead on preparing an implementation agreement that outlines the responsibilities of each co-permittee, identifies how the requirements of the MS4 Permit will be met, and establishes the cost and cost sharing methodology for meeting these requirements.

ANALYSIS

The attached Implementation Agreement (Agreement) outlines the activities required by the MS4 Permit and specifies how the costs will be shared among the co-permittees. The MS4 Permit requires the permittees to prepare a number of reports and studies assessing the condition of the watershed, provide public education and outreach, provide water quality training, perform water quality monitoring, and perform business inspections. The formula to share the costs is the same as in the past; RCFCWCD

pays 80% of it's assessment revenue less their internal staff cost, and the remaining costs are divided among the co-permittees by population. The Agreement establishes an annual maximum combined County and Cities cost of \$2,200,000; of which the City's share will be \$195,056. The Agreement is currently in draft form, and RCFCWCD is finalizing the agreement. No additional changes are anticipated. If substantial changes are made, staff will bring this item back to City Council for further consideration.

FISCAL IMPACTS:

The total estimated cost to implement the terms of the Agreement for Fiscal Year 2011-2012 is \$2,100,000; of which the City's estimated contribution is \$150,000. This expenditure includes several one time expenditures to generate reports and studies required by the MS4 Permit, public outreach and training, water quality monitoring, and water quality inspections. Additionally, the City will incur approximately \$50,000 in Fiscal Year 2011-2012 and \$75,000 in Fiscal Year 2012-2013 to implement the local permit requirements such as conducting the industrial/commercial business inspections, follow up on any illegal discharges identified by routine sampling performed by RCFCWCD, and preparing information for the annual report to the Regional Board.

Submitted by:

Approved by:

Tim D'Zmura
Director of Public Works

Frank Oviedo
City Manager

ATTACHMENTS:

1. Implementation Agreement

ATTACHMENT 1

AGREEMENT

National Pollutant Discharge Elimination System Stormwater Discharge Permit Implementation Agreement San Diego Region

(Santa Margarita Drainage Area)

This Implementation Agreement (“Agreement”), entered into by the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (the “DISTRICT”), the COUNTY OF RIVERSIDE (the “COUNTY”), and the CITIES OF MURRIETA, TEMECULA and WILDOMAR (the “CITIES”), collectively referred to as “COPERMITTEES” and sometimes also referred to as “Parties”, individually each a “Party”, establishes the responsibilities of each Party concerning the implementation of and compliance with the National Pollutant Discharge Elimination System (“NPDES”) Municipal Separate Storm Sewer System (“MS4”) Discharge Permit issued by the California Regional Water Quality Control Board – San Diego Region (CRWQCB-SDR) pursuant to Order No. R9-2010-0016 (the “NPDES Permit”).

RECITALS

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

WHEREAS, Section 402(p) of the CWA requires certain municipalities to obtain NPDES Permits in order to discharge storm water from MS4s to waters of the United States; and

WHEREAS, Section 402(p) of the CWA requires operators of certain industrial facilities to obtain NPDES permits for storm water discharges associated with designated industrial activities, including construction activities; and

WHEREAS, Section 402(p) further requires the United States Environmental Protection Agency (“EPA”) to promulgate regulations for NPDES permit applications; and

WHEREAS, EPA adopted such regulations in November 1990; and

WHEREAS, EPA delegated authority to the California State Water Resources Control Board (“SWRCB”) to administer the NPDES permit process within the boundaries of the State of California; and

WHEREAS, SWRCB has in turn delegated its NPDES permitting authority to the California Regional Water Quality Control Boards to administer the NPDES permit process within the boundaries of their respective regions; and

WHEREAS, the jurisdiction of the California Regional Water Quality Control Board-San Diego Region (“CRWQCB-SDR”) includes that portion of Riverside County known as the Santa Margarita Region; and

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

WHEREAS, on January 15, 2009, DISTRICT, COUNTY and CITIES submitted a Report of Waste Discharge as an application to renew NPDES Permit No. CAS0108766; and

WHEREAS, the application for renewal of the NPDES Permit was submitted in accordance with the provisions of the previous NPDES permit (Order No. R9-2004-001) which expired on July 14, 2009; and

WHEREAS, on November 10, 2010, the CRWQCB-SDR adopted Order No. R9-2010-0016 to serve as Waste Discharge Requirements in accordance with Section 13263(a) of the California Water Code and as an NPDES permit pursuant to Section 402(p) of the CWA; and

WHEREAS, the NPDES Permit meets or exceeds the requirements of Section 402(p)(3)(B) of the CWA; and

WHEREAS, the NPDES Permit designates the DISTRICT, COUNTY and CITIES as COPERMITTEES; and

WHEREAS, the NPDES Permit requires designation of a “Principal Copermittee,” and DISTRICT, COUNTY and CITIES have agreed that DISTRICT will serve as Principal Copermittee for the term of the NPDES Permit; and

WHEREAS, the Parties believe that cooperation between COPERMITTEES in the administration and implementation of the NPDES Permit is in the best interest of the COPERMITTEES; and

WHEREAS, the NPDES Permit provides that the COPERMITTEES collaborate in the development and implementation of various requirements of the NPDES Permit.

WHEREAS, DISTRICT is willing to utilize its staff to coordinate the activities of COPERMITTEES to facilitate compliance with the NPDES Permit and CWA requirements; and

WHEREAS, DISTRICT established the Santa Margarita Watershed Benefit Assessment Area (the "BENEFIT ASSESSMENT") pursuant to District Ordinance 14 on May 14, 1991 to offset the DISTRICT's program and administrative costs associated with the development, implementation and management of the federally-mandated NPDES Program and DISTRICT is willing to use BENEFIT ASSESSMENT funds to support the DISTRICT's role as Principal Permittee and to support regional program costs to the extent that BENEFIT ASSESSMENT funds are available and can be used for regional programs; and

WHEREAS, COPERMITTEES are to perform and/or execute certain activities prescribed in the NPDES Permit that will benefit all COPERMITTEES.

NOW, THEREFORE, the Parties do mutually agree as follows:

1. Incorporation of the NPDES Permit. The NPDES Permit is hereby incorporated by reference in its entirety and made a part of this Agreement as Exhibit "A".

2. Delegation of Responsibilities. The responsibilities of each of the COPERMITTEES under the NPDES Permit are reiterated below in subsections 2.a. and 2.b. Additional delegated responsibilities of the Parties under this Agreement to implement and/or comply with the NPDES Permit are set forth below in subsections 2.c. through 2.h.

a. DISTRICT shall:

- (1) Comply with Section M (Principal Copermitttee Responsibilities), including coordinating the development of updates and reports on programs required under the NPDES Permit that are jointly required of each COPERMITTEE, including the Watershed Water Quality Workplan ("Watershed Workplan"), Standard Storm Water Mitigation Plan ("SSMP"), Hydromodification

Management Plan (“HMP”), a model Jurisdictional Runoff Management Plan (“JRMP”), , the Receiving Waters and MS4 Discharge Monitoring and Reporting Program No. R9-2010-0016, and any other reports prepared by the DISTRICT on behalf of the COPERMITTEES as required by Sections K.1 and K.2 of the NPDES Permit. DISTRICT will provide COUNTY and CITIES an opportunity to participate in the development and review of, and comment on, such programs, plans and reports prior to submittal to the CRWQCB-SDR.

- (2) Comply with Sections A through P (Prohibitions and Receiving Water Limitations, Non-Storm Water Discharges, Non-Storm Water Dry Weather Action Levels, Storm Water Action Levels, Legal Authority, JRMP, Watershed Workplan, Fiscal Analysis, Total Maximum Daily Loads (“TMDLs”), Program Effectiveness Assessment and Reporting, Reporting, Modifications of Programs, Receiving Waters and MS4 Discharge Monitoring and Reporting Program, Standard Provisions, Reporting Requirements and Notifications, as well as Additional Provisions, respectively), as they pertain to pollutant discharges from DISTRICT owned and operated MS4 which are generated directly from or by DISTRICT facilities and operations, at no cost to COUNTY and CITIES.

b. COUNTY and CITIES, at no cost to DISTRICT, shall, for land area within their individual jurisdictions:

- (1) Comply with Sections A through P (Prohibitions and

Receiving Water Limitations, Non-Storm Water Discharges, Non-Storm Water Dry Weather Action Levels, Storm Water Action Levels, Legal Authority, JRMP, Watershed Workplan, Fiscal Analysis, TMDLs, Program Effectiveness Assessment and Reporting, Reporting, Modifications of Programs, Receiving Waters and MS4 Discharge Monitoring and Reporting Program, Standard Provisions, Reporting Requirements and Notifications, as well as Additional Provisions, respectively), as they pertain to pollutant discharges from COUNTY / CITY owned and operated MS4, which are generated by jurisdictional land uses, facilities, and operations of the respective COUNTY and CITIES.

- (2) Demonstrate compliance with NPDES Permit requirements through timely implementation of the JRMPs; any COPERMITTEE-specific elements of the Watershed Workplan and Monitoring and Reporting Program; and any approved modifications, revisions or amendments thereto.
- (3) Provide to DISTRICT (on DISTRICT-provided forms) information needed to satisfy the reporting requirements as described in Sections G, N, and Provision III of Attachment E, or to respond to information requests from the CRWQCB-SDR. COUNTY and CITIES shall specifically:
 - (a) Submit data necessary to prepare updates to the Watershed Workplan to the DISTRICT no later than August 31st of each year.
 - (b) Submit any monitoring and sampling data individually collected pursuant to the MS4 Permit,

to the DISTRICT at least quarterly as necessary for DISTRICT to track and prepare reports under the Monitoring and Reporting Program. All applicable monitoring and sampling data individually collected within each fiscal year must be received by DISTRICT no later than August 15th of each year, for inclusion in the monitoring annual report that will be prepared and submitted by the District, pursuant to Section 2.e. herein.

- (c) Provide one completed bound hard copy, and two electronic copies (PDF preferred) on CD or DVD, of the completed JRMP annual report to the DISTRICT no later than October 15th of each year.
- (d) Provide information on existing MS4 facilities, “major outfalls” (as defined in the NPDES Permit) and/or other data as it pertains to facilities of the COUNTY or CITIES when requested by DISTRICT.

- c. Public Education Program. On behalf of COPERMITTEES, DISTRICT shall conduct public education activities on a regional basis that focus on reducing pollution of urban runoff within the Santa Margarita Region, including, as appropriate, developing and disseminating broadcast, online and/or print outreach and advertising, developing brochures, and attending public events. DISTRICT shall also develop and implement mechanisms to determine the effectiveness of the regional public education program. The COUNTY and CITIES shall be individually responsible for developing and implementing any supplemental

public education programs that may be necessary to target individual communities or stakeholders within their respective jurisdictions, pursuant to section F.6. of the NPDES Permit.

- d. COPERMITTEE Training Program. On behalf of COPERMITTEES, and as requested by the COPERMITTEES, DISTRICT shall develop and conduct regional training sessions for COPERMITTEE personnel, covering the aspects of the programs developed by DISTRICT pursuant to Section 2.a.(1) of this AGREEMENT that are regionally uniform among COPERMITTEES. The COUNTY and CITIES shall be individually responsible for developing and implementing and reporting upon any supplemental training that may be necessary to ensure that their personnel are trained adequately regarding local policies and procedures for implementing the requirements of the NPDES Permit, pursuant to section F.6. of the NPDES Permit.
- e. Monitoring Program. On behalf of the COPERMITTEES, DISTRICT shall perform sampling of surface water and urban runoff in accordance with the provisions of the NPDES Permit Monitoring and Reporting Program (“MRP”), Attachment E Provisions II.A, II.D-II.F and prepare and submit Monitoring Reports in accordance with Provision III of Attachment E. The location of the sampling sites shall be determined by COPERMITTEES, subject to approval by CRWQCB-SDR. For Provision II.B. and II.C of the MRP, DISTRICT will coordinate with COPERMITTEES in developing a plan for identifying the list of outfalls to be sampled each year in accordance with the NPDES Permit, and COPERMITTEES shall be individually responsible for conducting outfall sampling, source identifications, and

enforcement as necessary for their outfalls. The COPERMITTEES may, subject to section 3 herein, request the DISTRICT to conduct the initial outfall sampling required in Provisions II.B. and II.C. on behalf of the COPERMITTEES, however all source identifications (including any follow-up sampling) and enforcement that may be required will remain the individual responsibility of the respective COPERMITTEES. The DISTRICT shall also enter into a contract with a local lab to provide analysis of water quality samples collected under the MRP. The contract shall be used strictly for water quality samples collected to comply with Provision II of the M&RP. DISTRICT shall prepare and submit Monitoring Reports, as required by Provision III of Attachment E, based on data collected by the DISTRICT on behalf of the COPERMITTEES, and data provided to the DISTRICT by the COPERMITTEES in accordance with Section 2.b.(3)(b) of this Agreement.

- f. Consultant Services. In the event DISTRICT requires the services of a consultant(s) to assist in performing duties conducted on behalf of the COPERMITTEES pursuant to Section 2 of this Agreement, the cost of said consultant(s) services shall be shared by COPERMITTEES in accordance with the cost sharing provisions set forth in Section 3 of this Agreement. COUNTY and CITIES shall be notified in writing of DISTRICT's request for proposals from one or more consultants, selection of a consultant, consultant's fee, contract timetable and payment schedule, and be allowed the opportunity to participate in decisions related to consultant's services. All consultant agreements are contingent upon the consulting firm's ability to meet District standards and

requirements, and where applicable approval by the District's Board of Supervisors;

- g. Support for Regional Programs. The COPERMITTEES shall jointly provide funding for certain regional efforts that benefit the Santa Margarita Region, including but not limited to: County Environmental Health's Compliance Assistance Program; the County Fire Department's Hazardous Materials Team; County Environmental Health's Household Hazardous Waste and Antifreeze, Batteries, Oil and Paint collection program; the DISTRICT's membership with the California Stormwater Quality Association on behalf of COPERMITTEES; the DISTRICT's administration of Principal Permittee duties, and other NPDES support activities as described in this Agreement, or as needed and agreed to by the COPERMITTEES. Where these programs are implemented countywide in support of other NPDES permit regions, the DISTRICT shall estimate the portion of the total cost of these regional programs that benefits the Santa Margarita Region.
- h. Regulation and Enforcement. COUNTY and CITIES shall be responsible for the regulation and enforcement of local ordinances and regulations within their respective jurisdictions to ensure compliance with the NPDES Permit, and to prevent pollutants originating from within their respective jurisdictions from being discharged into the jurisdiction of another Party in a manner which could cause that Party to violate the NPDES Permit. This includes the exercise of police powers and land use controls and the enforcement of ordinances that COUNTY or CITIES presently have adopted or may adopt in the future.

3. Shared Costs. Costs for services to be performed in accordance with Sections 2.c., 2.d., 2.e. and 2.f. of this Agreement shall be shared by the Parties in accordance with the procedure specified below.

In December of each year of this Agreement the DISTRICT shall:

- a. Estimate the costs of services specified in Sections 2.c., 2.d., 2.e. and 2.f. for the upcoming fiscal year (“ESTIMATED COSTS”);
- b. Estimate the DISTRICT’s internal costs for developing, implementing and administering the NPDES program in the Santa Margarita Region as specified in 2.a. (“INTERNAL COSTS”); and
- c. Estimate the revenues expected from the BENEFIT ASSESSMENT program (“ASSESSMENT REVENUES”).
- d. Determine actual costs for NPDES programs administered in the previous fiscal year.
- e. Determine Credits or Debits (“CREDITS” or ”DEBITS”) due to COUNTY and CITIES based on the difference of the actual contributions from the previous fiscal year with the actual contributions provided by the COUNTY and CITIES for that fiscal year.

By February 1 of each year of this Agreement, the DISTRICT, CITIES and COUNTY, through a NPDES representative assigned by the General Manager-Chief Engineer, City Managers, and County Executive Office, respectively, shall approve, by majority vote, ESTIMATED COSTS for the upcoming fiscal year.

3.1 DISTRICT Contribution

The DISTRICT contribution (“DISTRICT CONTRIBUTION”) to programs specified in Sections 2.c., 2.d., 2.e., and 2.f. for the upcoming fiscal year shall be determined using the following formula:

$$\text{DISTRICT CONTRIBUTION} = \text{ASSESSMENT REVENUES} - \text{INTERNAL}$$

COSTS - 20% ASSESSMENT REVENUE.¹

If the calculation yields a negative result, the DISTRICT shall have no contribution for the upcoming fiscal year other than the INTERNAL COSTS it has incurred.

3.2 COUNTY and CITIES Contribution

The total shared COUNTY and CITIES contribution (the “COMBINED CONTRIBUTION”) shall be determined using the following formula:

$$\text{COMBINED CONTRIBUTION} = \text{ESTIMATED COSTS} - \text{DISTRICT CONTRIBUTION}$$

The COUNTY’s and individual CITIES’ respective pro rata share of the COMBINED CONTRIBUTION (“INDIVIDUAL CONTRIBUTION”) shall be determined on the basis of an equally weighted average of population and Benefit Assessment Units within the Santa Margarita Region of Riverside County. More specifically, such percentage contribution shall be calculated as the equally weighted average of:

- a) the population of COUNTY or individual CITIES within the Santa Margarita Region, divided by the total population of the COUNTY and CITIES in the Santa Margarita Region and;
- b) the calculated number of Benefit Assessment Units (“BAU”) for COUNTY or individual CITIES, divided by the total BAU for COUNTY and individual CITIES.

The INDIVIDUAL CONTRIBUTION shall be further adjusted by any CREDITS or DEBITS due from the previous fiscal year.

The population of CITIES shall be determined by the latest California State Department of Finance population figures issued in May of each year. COUNTY population shall be based on the most current Tax Rate Area (“TRA”) information best fitting the Santa Margarita Region.

The BAU count of COUNTY and CITIES shall be estimated by comparing the most current TRA information best fitting the Santa Margarita Region with the Assessment Rolls

¹ District retains 20% of assessment revenue as a reserve for District’s administrative and program costs associated with the NPDES Permit pursuant to RCFC&WCD Ordinance No. 14.

from the current fiscal year's BENEFIT ASSESSMENT Engineer's Report.

COUNTY and CITIES may generate credits toward payments due by providing labor or services in lieu of cash payments. DISTRICT shall determine value of labor or services based on ESTIMATED COSTS for the fiscal year.

DISTRICT shall invoice COUNTY and CITIES for INDIVIDUAL CONTRIBUTION at the beginning of each fiscal year and said invoice shall be due and payable by COUNTY and CITIES within 60 days of receipt of invoice from DISTRICT. The COMBINED CONTRIBUTION for COUNTY and CITIES shall not exceed \$2,200,000 (two million, two hundred thousand dollars) annually under this Agreement.

4. Term of the Agreement. The term of this Agreement shall commence on the date of execution by the duly authorized representative of at least three of the five COPERMITTEES. The term of this Agreement shall extend for up to eighteen (18) months beyond the period of time in which the term of the NPDES Permit remains in valid force and effect, unless terminated prior to that date by agreement by of all the Parties or withdrawal of all of the Parties in accordance with the terms of this Agreement.

5. Additional Parties. Any City which incorporates after the date of issuance of the NPDES Permit and/or after the commencement of this Agreement ("Prospective City") may file a written request with DISTRICT asking to be added as a party. Upon receipt of such a request, DISTRICT shall solicit the approval or denial of the Parties. If a majority of the Parties, each having one, co-equal vote, approves the addition of the Prospective City, this Agreement shall be amended to reflect the addition, and the Prospective City shall thereafter become a Party under this Agreement. Upon execution of the amended Agreement, the Prospective City shall be responsible for the shared costs discussed in Section 3 of this Agreement for the then-current budget year and any subsequent budget year.

6. Withdrawal from the Agreement. Any Party shall be eligible to withdraw from this Agreement after first giving 60 days written notice to the DISTRICT and the CRWQCB-SDR. The withdrawing Party shall agree in such notice to apply with the CRWQCB-SDR for a separate NPDES permit and to comply with all of the requirements established by

CRWQCB-SDR. In addition, withdrawal shall constitute forfeiture of all of the withdrawing Party's already-paid share of the costs allocated pursuant to Section 3. The withdrawing Party shall be responsible for any lawfully assessed penalties as a consequence of its withdrawal. In addition, the withdrawing Party shall remain liable as an Indemnitor Party after the effective date of its withdrawal as described in Section 7 below. The cost allocations to the remaining parties shall be recalculated in the following budget year.

7. Mutual Indemnification. Each Party (hereafter, "Indemnitor Party") shall indemnify, defend and hold harmless any other Party, together with that Party's employees, officers, managers, governing board members, counsel, representatives and agents (collectively, "Indemnitee Parties"), from and against any and all damages, liabilities, losses, demands, lawsuits, orders, actions, causes of action, penalties, judgments, claims, costs and expenses (including reasonable attorneys' fees, including through all appeals) arising from or related to any violation of the NPDES Permit or this Agreement (collectively, "Losses") to the extent caused by (i) by the acts or omissions of the Indemnitor Party and its employees, agents and representatives, (ii) discharges from the Indemnitor Party's jurisdictional area or facilities and/or (iii) discharges from any MS4 owned or operated by the Indemnitor Party. The obligations of the Indemnitor Party set forth in this Section 7 are non-exclusive and are in addition to, and do not replace or modify, any other rights of action, whether at law or in equity, that any Party may have against another Party. Nothing in this Agreement shall limit the ability of any Party to seek any relief, legal or equitable, against any non-Party. The obligations set forth in this Section 7 shall survive the termination of this Agreement as to all such acts, omissions or discharges as described in subparts (i) through (iii) hereinabove that occurred, or are alleged to have occurred, while a Party during the term of the Agreement up until such time that it is terminated. ..

8. Amendments to the Agreement. Except as provided in Section 5, this Agreement may only be amended by consent of all Parties. No amendment to this Agreement shall be effective unless it is in writing and signed by the duly authorized representatives of all Parties.

9. Authorized Signatories. The General Manager-Chief Engineer of DISTRICT,

the Chief Executive Officer of COUNTY and the City Managers of CITIES (or their designees) shall be authorized to execute all documents and take all other procedural steps necessary to file for and obtain an NPDES permit(s) or amendments thereto.

10. Notices. All notices shall be deemed duly given when delivered by hand; or three (3) days after deposit in the U.S. Mail, postage prepaid. Notice to the Parties shall be sent to the publically advertised mailing address for the Party.

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

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

13. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter therein; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

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

15. Non-Waiver of Objections. The entry into, and the performance of this Agreement by the Parties shall not constitute, nor be construed as, any waiver of the COPERMITTEES' objection to any provisions of the NPDES Permit including, without limitation, any provisions identified in the Petition for Review filed by the COPERMITTEES with the SWRCB, or that provisions of the NPDES Permit constitute an unfunded state mandate

without subvention of state funds.

///

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the dates set forth below.

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

By _____
BOB BUSTER, Chairman
District Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk to the Board

By _____
DAVID H. K. HUFF, Deputy

By _____
Deputy

Dated: _____

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By _____
BILL LUNA
County Executive Officer

By _____
BOB BUSTER, Chairman
Riverside County Board of Supervisors

Dated: _____

ATTEST:

KECIA HARPER-IHEM
Clerk to the Board

By _____
Deputy

(SEAL)

JU:MHW:bjj
01/03/05

APPROVED AS TO FORM:

CITY OF TEMECULA

By _____
City Attorney

By _____
Mayor

ATTEST:

By _____
City Clerk

Dated: _____

DRAFT

APPROVED AS TO FORM:

CITY OF MURRIETA

By _____
City Attorney

By _____
Mayor

ATTEST:

By _____
City Clerk

Dated: _____

DRAFT

APPROVED AS TO FORM:

CITY OF WILDOMAR

By _____
City Attorney

By _____
Mayor

ATTEST:

By _____
City Clerk

Dated: _____

DRAFT

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.4
GENERAL BUSINESS
Meeting Date: October 12, 2011

TO: Mayor and City Council Members
FROM: Matthew C. Bassi, Planning Director
SUBJECT: Housing Element Update (2006 – 2013)

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council receive and file the report and allocate \$18,000 for preparation of the 2006 - 2013 City of Wildomar Housing Element.

DISCUSSION:

Housing Element Requirements:

Every General Plan must contain a Housing Element that makes adequate provision for the existing and projected housing needs of all economic segments of a community. As required by Senate Bill (SB) 375 (adopted by the State Legislature in 2010), the Housing Element must now be revised and updated every eight (8) years.

The Regional Housing Needs Allocation (RHNA), an important component of the Housing Element, is a distribution of housing development capacity factor that each city and county must provide for by ensuring properly zoned land to accommodate housing during a specific planning period. It is not a construction needs allocation; however, it is integral to the development of communities to meet all of its housing needs. The Housing Element is the planning document for a community in its efforts to plan for meeting its fair share of the regional housing market need.

Upon incorporation in July 2008, Wildomar adopted the Riverside County Housing Element for its Fourth round Housing Element cycle. Currently, Riverside County's Housing Element is out of compliance and has received substantial comments from the state Department of Housing and Community Development (HCD) which have not yet been addressed. Per state law, if a jurisdiction does not have a Certified Housing Element and fails to rezone or identify sufficient sites for affordable housing in its Fourth Housing Element cycle, the jurisdiction will be required to carry over any leftover housing units in the first year of the Fifth round Housing Element cycle. This would be in addition to meeting its assigned housing units for the Fifth Housing Element cycle.

In light of recent email correspondence received from the Southern California Association of Governments (SCAG), SCAG staff is strongly encouraging newly incorporated cities and

local jurisdictions to submit to HCD and, have certified, their Fourth cycle Housing Element updates before the completion of the Fifth cycle RHNA Plan, which is scheduled to take place in October 2012. Wildomar falls into this category.

Regional Housing Needs Assessment (RHNA):

The RHNA process is governed by HCD. They have determined default density standards and mandates that local agencies located within a Metropolitan Statistical Area (MSA) with a population of more than 2 million have a default density of 30 units per acre to accommodate lower-income households in their housing element update. However, if a city's population is less than 25,000, the default density is lowered to 20 units per acre.

Fourth Round Housing Element Dates

- RHNA Allocation Period: 2006 to 2013
- Housing Element planning period: 2008 to 2013

Fifth Round Housing Element Dates

- Final RHNA must be done at least 12 months from the HE due date (October 2012)
- RHNA Allocation Period: 2011 to 2021 (10.75 years)
- Housing Element planning period: 2013 to 2021 (8 years)

Note: Jurisdictions that fail to adopt a Housing Element update within 120 days of the statutory deadline revert to a 4-year rather than an 8-year planning period.

Consequences/Penalties For Not Having a Certified Housing Element:

When a local government fails to adopt an updated Housing Element by the required HCD deadline, or adopts an Element that does not comply with the state law, the city is regarded as "noncompliant" and is subject to sever penalties. If the General Plan, or any state mandated Element, is not in compliance with state law, a petitioner—be it an environmentalist, low-income housing advocate, or builder—can request a hearing or a trial. If a Court finds that the General Plan, or any of its mandatory Elements, do not substantially comply with state law, the Court in its order of judgment may specify one or more actions/penalties including but not limited to the following:

- Suspend authority of the City to issue building permits or any other development related permits for residential housing;
- Suspend the authority of the City to grant Zone Changes, Variances, or both; and/or
- Impose financial penalties.

Benefits of Adopting a Housing Element and Receiving HCD Certification:

The Housing Element has been one of seven mandatory elements of a city's General Plans in California since 1969. This requirement reflects the statutory recognition by the State of California that the availability of housing is a matter of statewide importance, and cooperation between local government and the private sector is critical to attainment of the State's housing goals.

To incentivize and reward local governments that have adopted compliant and certified Housing Elements, local agencies are given the opportunity to apply for several housing, community development, and infrastructure funding programs. Housing Element compliance is generally included as a set of rating and ranking criteria in state and federal funding programs where the primary applicants are local governments. The effect or significance of the Housing Element factor in the context of other competitive factors varies by program.

Some of the programs that consider Housing Element certification in their criteria are:

- Community Development Block Grants (CDBG)
- HOME Investment Partnerships Program (HOME)
- Single Family Home Program
- Building Equity and Growth in Neighborhoods (BEGIN) Program
- Housing Enabled by Local Partnerships (HELP) Program
- California Housing Finance Agency
- Infill Incentive Grant (IIG) Program
- Infrastructure State Revolving Fund (ISRF) Program
- California Infrastructure and Economic Development Bank (I-Bank)

HOUSING ELEMENT UPDATE APPROACH:

Collaboration Efforts:

The Wildomar Planning Department is proposing to work in a collaborative effort with the City of Eastvale Planning Department as part of the Housing Element update. Since both department's are staffed by PMC, a great opportunity exists where we can share resources and planning efforts between the two cities. The City of Eastvale is beginning its process of updating their Fourth round Housing Element, and have agreed to this approach. Staff believes the scope of work (provided on the next page) provides an innovative way to complete the required Housing Element at a substantial cost savings to both agency's.

Our first step is to use the Riverside County's Housing Element as a starting basis. Planning staff will meet with Riverside County Planning Department and Western Riverside Council of Governments (WRCOG) staff to reach a mutually acceptable agreement for a transfer of a portion of the County's RHNA allocation to the City of Wildomar to meet the Fourth round Housing Element update requirements. We expect to receive final allocation numbers from Riverside County by mid-October 2011. Staff expects our Housing Element update process to be a fast-moving effort working diligently to get the Fourth round Housing Element update adopted and certified by June 2012.

The City will then use a portion of the County's Housing Element and update those sections that are still in question with HCD. This approach will save us time and money, and result in a compliant Housing Element that is tailored to Wildomar's specific community needs. This will also make the Fifth round Housing Element update cycle, due in October 2013, a much simpler and less costly process.

HOUSING ELEMENT SCOPE OF WORK:

Task 1: Riverside County RHNA Coordination

Staff will work with Riverside County and the WRCOG to reach a mutually acceptable agreement for a transfer of a portion of the County's RHNA to the City of Eastvale and the City of Wildomar in accordance with Government Code Section 95584.07c. This agreement will then be submitted to the Southern California Area of Governments (SCAG) and once received will be in effect immediately.

Task 2: Housing Needs Assessment (demographics, constraints, and resources)

Staff will utilize the Riverside County Housing Element to complete this section of the Housing Element.

Task 3: Site-Specific Land Inventory

Staff will evaluate the vacant and underutilized land inventory. Once each city receives a Regional Housing Needs Allocation from Riverside County, we will complete a full analysis of the land and capacity of services for that RHNA allocation.

Task 4: Housing Goals, Policies, and Programs

Staff will utilize the Riverside County Housing Element as a basis for each of our goals, policies, programs, and quantified objectives. Minor revisions will be made to update the element with current state law and to provide any additional programs each city would like to include.

Task 5: Public Participation

Per California HCD requirements, jurisdictions must make a diligent effort to gather input from all segments of the community. Staff proposes the following public meetings to take place during the drafting of the Housing Element:

- One (1) joint public workshop/study session with the City Council and Planning Commission to provide background information about the Housing Element update process and to gain valuable input and feedback from a variety of housing stakeholders and the general public. This joint meeting is tentatively scheduled for November 2, 2011.
- One (1) public hearing to be held with the City Council to review and approve the 2006 to 2013 Housing Element. The Council will be asked to adopt a Resolution authorizing the City Manager to submit the Draft Housing Element to HCD for review and comment. This hearing is tentatively scheduled for March 14, 2012.

Task 6: HCD Review and Correspondence

PMC Housing staff has established a strong working relationship with HCD reviewers, and because of our corporate office/firm's local presence in the Sacramento area (in close proximity to the HCD office), staff is able to hand deliver the draft and final versions of the Housing Element, and be quickly available for any person-to-person meetings. As the primary liaison to HCD, our efforts will include:

- Hand delivery and submittal of the Draft Housing Element to HCD staff;

- Regular meetings and/or conference calls with HCD staff and myself to discuss HCD comments, etc., and
- Submission of the Final Draft Housing Element to HCD for review and approval.

Upon submitting the Draft Housing Element to HCD for a 60-day review, staff will respond to one set of written questions and comments received from HCD in their findings letter with one follow-up response to clarify any additional comments if necessary. All changes that are required to the Draft Housing Element as a result of HCD comments will be incorporated into the document in a strikethrough format and presented to City staff for their approval.

PROPOSED SCHEDULE

The schedule below represents a fast-track timeline for adopting the 2006 – 2013 City of Wildomar Housing Element.

<u>Task Description</u>	<u>Timeline/Deadline</u>
SCAG Coordination	September–October 2011
Regional Housing Needs Assessment	September–October 2011
Site-Specific Land Inventory	October–November 2011
Goals, Policies, Programs	November 2011
Joint Public Workshop/Study Session (PC/CC)	November 2, 2011
Submit Draft Housing Element to HCD (60 day review)	November 30, 2011
City Council adoption of the Housing Element	March 14, 2012
Receive Comments from HCD	January 2012
City Council adoption of Housing Element	March 14, 2012
Submission to HCD for 90-day review	March 21, 2012
Receive Certification from HCD	June 2012

FISCAL IMPACT:

The cost to prepare the 2006 – 2013 Housing Element Update is \$18,000 to be paid from the General Fund.

Submitted by:

Matthew C. Bassi
Planning Director

Approved by:

Frank Oviedo
City Manager