

CITY OF WILDOMAR CITY COUNCIL  
AND WILDOMAR CEMETERY DISTRICT AGENDA

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

NOVEMBER 14, 2012  
Council Chambers  
23873 Clinton Keith Road



Ben Benoit, Mayor/Chairman  
Timothy Walker, Mayor Pro Tem/Vice-Chairman  
Bob Cashman, Council Member/Trustee  
Bridgette Moore, Council Member/Trustee  
Marsha Swanson, Council Member/Trustee

Frank Oviedo  
City Manager/General Manager

Thomas D. Jex  
City Attorney/District Counsel

## **WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA NOVEMBER 14, 2012**

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

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

**PUBLIC COMMENTS:** Prior to the business portion of the agenda, the City Council will receive public comments regarding any items or matters within the jurisdiction of the governing body. The Mayor will separately call for testimony at the time of each public hearing. If you wish to speak, please complete a "Public Comment Card" available at the Chamber door. The completed form is to be submitted to the City Clerk prior to an individual being heard. Lengthy testimony should be presented to the Council in writing (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 DEVICES TO VIBRATE/MUTE/OFF  
FOR THE DURATION OF THE MEETING. YOUR  
COOPERATION IS APPRECIATED.**

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

**ROLL CALL**

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(c) to confer with legal counsel with regard to one matter of potential initiation of litigation.
2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(b) to confer with legal counsel with regard to one matter of significant exposure to litigation regarding a potential challenge to the City's proposed Housing Element.

**ADJOURN CLOSED SESSION**

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

**ROLL CALL**

**FLAG SALUTE**

**PRESENTATIONS**

Clinton Keith Interchange Construction Project Update

Proclamation – Bullying Awareness Day, December 12, 2012

Fire Department Update

**PUBLIC COMMENTS**

This is the time when the City Council receives 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. 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. Prior to taking action on any open session agenda item, the public will be permitted to comment at the time it is considered by the City Council.

## **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 that specific items are removed from the Consent Calendar for separate discussion and/or action.

#### **1.1 Reading of Ordinances**

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

#### **1.2 Minutes – September 12, 2012 Regular Meeting**

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

#### **1.3 Minutes – September 22, 2012 Special Meeting**

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

#### **1.4 Minutes – October 10, 2012 Regular Meeting**

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

#### **1.5 Minutes – October 16, 2012 Special Meeting**

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

#### **1.6 Warrant and Payroll Registers**

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

1. Warrant Register dated 10-04-12 in the amount of \$133,218.31;
2. Warrant Register dated 10-05-12 in the amount of \$17,998.37;
3. Warrant Register dated 10-11-12 in the amount of \$183,817.72;
4. Warrant Register dated 10-18-12 in the amount of \$8,065.31;
5. Warrant Register dated 10-18-12 in the amount of \$13,566.00;
6. Warrant Register dated 10-25-12 in the amount of \$90,368.80;
7. Warrant Register dated 11-01-12 in the amount of \$91,938.73; &
8. Payroll Register dated 11-01-12 in the amount of \$46,824.78.

**1.7 Treasurer's Report**

**RECOMMENDATION:** Staff recommends that the City Council approve the Treasurer's Report for September, 2012.

**2.0 PUBLIC HEARINGS**

**2.1 Wildomar Municipal Code**

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

ORDINANCE NO. 73  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING BY REFERENCE THE WILDOMAR MUNICIPAL CODE AND THE FOLLOWING SECONDARY CODES ADOPTED BY REFERENCE THEREIN:  
UNIFORM ADMINISTRATIVE CODE (1997 EDITION), 2010 CALIFORNIA BUILDING CODE AND APPENDICES C, G, H, I and K, 2010 CALIFORNIA RESIDENTIAL CODE, 2010 CALIFORNIA GREEN BUILDING CODE, 2010 CALIFORNIA ELECTRICAL CODE AND APPENDICES A, B, C, G AND H , 2010 CALIFORNIA MECHANICAL CODE AND APPENDIX A, 2010 CALIFORNIA PLUMBING CODE AND APPENDICES, 1997 UNIFORM HOUSING CODE, UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS (1997 EDITION), UNIFORM SWIMMING POOL, SPA AND HOT TUB CODE (2000 EDITION), UNIFORM SIGN CODE (1997 EDITION), UNIFORM CODE FOR BUILDING CONSERVATION (1997 EDITION)

**3.0 GENERAL BUSINESS**

**3.1 Parks Update**

**RECOMMENDATION:** Staff recommends that the City Council discuss plans for parks funding and operations and provide direction to staff.

**3.2 Solid Waste Franchise First Amendment Term and Payment**

**RECOMMENDATION:** Staff recommends that the City Council approve the first amendments to the City's solid waste franchise agreements with CR&R Incorporated and Waste Management and authorize the City Manager to execute the amendments.

**3.3 Solid Waste Franchises Second Amendment Additional Services and Fee Adjustments**

**RECOMMENDATION:** Staff recommends that the City Council approve the second amendment to the City's solid waste franchise agreements with CR&R Incorporated and Waste Management and authorize the City Manager to execute the Amendments.

**3.4 Maintenance Contracts for the Landscaping and Lighting Maintenance District No. 89-1-Consolidated, Zones 3 (Locations 7, 23, 24, 25, 29, 35, 42, 43, 45, 47, 49, & 53), 29 (Location 2), 30 (Locations 1 & 2), 42, 51, 52, 59, 62, 67, 71, & 90, and Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73, & 88**

**RECOMMENDATION:** Staff recommends that the City Council authorize Staff to pursue the assumption of the responsibilities and oversight for the maintenance contracts for Zone 3, locations 7, 23, 24, 25, 29, 35, 42, 43, 45, 47 & 49; Zone 29, location 2; Zone 30, locations 1 & 2; Zones 42, 51, 52, 59, 62, 67, 71, & 90; and Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73, & 88 of Landscaping and Lighting Maintenance District No. 89-1-Consolidated (hereinafter "L&LMD No. 89-1c") effective January 1, 2013.

**3.5 Classification and Compensation Plan**

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

RESOLUTION NO. 2012 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, ESTABLISHING THE  
CLASSIFICATION/COMPENSATION PLAN AND AUTHORIZING THE  
ADDITION OF 33 POSITION DESCRIPTIONS IN ACCORDANCE WITH  
ORDINANCE NO. 53

**3.6 Accounting and Administrative Support Services Contracts for Temporary/Part-time Personnel**

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

1. Accept the proposals submitted in response to the request for proposal issued on October 4, 2012;
2. Approve a contract with M. V. Cheng and Associates to provide accounting and administrative support services on a part-time/temporary basis; and
3. Approve a contract with Robert Half International to provide accounting and administrative support services on a part-time/temporary basis.

**CITY MANAGER REPORT**

**CITY ATTORNEY REPORT**

**COUNCIL COMMUNICATIONS**

**FUTURE AGENDA ITEMS**

**ADJOURN THE CITY COUNCIL**

In accordance with Government Code Section 54952.3, I, Debbie A. Lee, City Clerk of the City of Wildomar, do hereby declare that the Board of Trustees will receive no compensation or stipend for the convening of the following regular meeting of the Wildomar Cemetery District.

## **CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT**

### **ROLL CALL**

### **PUBLIC COMMENTS**

This is the time when the Board of Trustees receives general public comments regarding any items or matters within the jurisdiction of the Wildomar Cemetery District 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 Clerk of the Board. Lengthy testimony should be presented to the Board in writing (15 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker. Prior to taking action on any open session agenda item, the public will be permitted to comment at the time it is considered by the Board.

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

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

## **4.0 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 Board, the Public, or Staff request that specific items are removed from the Consent Calendar for separate discussion and/or action.

### **4.1 Minutes – September 12, 2012 Regular Meeting**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the Minutes as presented.

### **4.2 Minutes – October 10, 2012 Regular Meeting**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the Minutes as presented.

### **4.3 Warrant Register**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 10-04-12, in the amount of \$1,781.63;
2. Warrant Register dated 10-11-12, in the amount of \$416.30;
3. Warrant Register dated 10-08-12, in the amount of \$414.60;
4. Warrant Register dated 10-25-12, in the amount of \$104.38; &
5. Warrant Register dated 11-01-12, in the amount of \$110.66.

### **4.4 Treasurer's Report**

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the Treasurer's Report for September, 2012.

## **5.0 PUBLIC HEARINGS**

There are no items scheduled.

## **6.0 GENERAL BUSINESS**

There are no items scheduled.

## **GENERAL MANAGER REPORT**

## **CEMETERY DISTRICT COUNSEL REPORT**

## **BOARD COMMUNICATIONS**

## **FUTURE AGENDA ITEMS**

## **ADJOURN WILDOMAR CEMETERY DISTRICT**

### **City Council/Wildomar Cemetery District Regular Meeting Schedule**

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

If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by phone at 951/677-7751, no later than 10:00 a.m. on the day preceding the scheduled meeting.

I, Debbie A. Lee, Wildomar City Clerk, do certify that on November 8, 2012, 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 REGULAR MEETING MINUTES  
SEPTEMBER 12, 2012**

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

The regular meeting of September 12, 2012, of the Wildomar City Council was called to order by Mayor Benoit at 6:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

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

Staff in attendance: City Manager Oviedo, City Attorney Jex, Public Works Director D'Zmura, Planning Director Bassi, Community Services Director Willette, Fire Chief Beach, Police Chief Kennedy-Smith, Assistant Police Chief Adams, and City Clerk Lee.

Mayor Benoit asked to observe a moment of silence in observance of the 11th anniversary of the 9/11 attacks and in the memory of those who lost their lives in the Libya shootings.

The Flag Salute was led by Eagle Scout Andrew Vicnaire.

**PRESENTATIONS**

Mayor Benoit presented a Proclamation to Andrew Vicnaire in honor of attaining the rank of Eagle Scout.

The Clinton Keith interchange construction project update was given.

City Manager Oviedo presented the Mayor with the Government Finance Officers Association (GFOA) Award for outstanding financial reporting.

Division Chief Todd Williams presented the Fire Department update.

Police Chief Kennedy-Smith presented the Police Department update.

**PUBLIC COMMENTS**

George Lippincott, resident, stated he is one of the residents affected by bad water being provided by the County Water Company. They were not notified of

the bad nitrates until two weeks ago. He is refusing to pay the Company for poisoned water. This Company affects about 147 homes.

Kristan Lloyd, Friends for Wildomar Parks, stated they are actively seeking Board Members. They will hold a fundraiser in October which will be a Goodwill drive.

Nancy Lumsden, resident, stated for \$28 per year we can keep the parks open and this is a good thing. She and her husband love Wildomar and they are appealing to everyone to vote yes to keep the parks open.

Dionna Fitch, Sycamore Academy, gave an update regarding the school.

Darryl Smith, NAACP Branch 1034, stated they are having a fundraiser on October 6 and also updated the Council on upcoming events.

Randy DeVolder, resident, stated without parks or places that kids and families can go to is not a community and it is shameful. He urged everyone to vote yes to keep the park open.

Andy Morris, EVMWD Board Member, stated he wanted to clarify that County Water Company is a private company and is not a public agency. The EVMWD would never allow this type of thing to happen.

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

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

**MOTION** carried, 5-0.

### **1.0 CONSENT CALENDAR**

Mayor Benoit stated that item #1.3 is being tabled.

**A MOTION** was made by Councilwoman Swanson, seconded by Mayor Pro Tem Walker, to approve the Consent Calendar as presented, with the exception of item #1.3.

**MOTION** carried, 5-0.

**1.1 Reading of Ordinances**

Approved the reading by title only of all ordinances.

**1.2 Minutes – July 11, 2012 Regular Meeting**

Approved the Minutes as presented.

**1.3 Minutes – August 8, 2012 Regular Meeting**

ITEM WAS TABLED

**1.4 Warrant and Payroll Registers**

Approved the following:

1. Warrant Register dated August 2, 2012 in the amount of \$36,802.96;
2. Warrant Register dated August 2, 2012 in the amount of \$159,331.76;
3. Warrant Register dated August 10, 2012 in the amount of \$76,235.90;
4. Warrant Register dated August 10, 2012 in the amount of \$48,134.90;
5. Warrant Register dated August 8, 2012 in the amount of \$64.00;
6. Warrant Register dated August 16, 2012 in the amount of \$27,245.09;
7. Warrant Register dated August 16, 2012 in the amount of \$11,200.00;
8. Warrant Register dated August 23, 2012 in the amount of \$42,579.48;
9. Warrant Register dated August 23, 2012 in the amount of \$516,876.32;
10. Warrant Register dated August 30, 2012 in the amount of \$20,647.36;
11. Payroll Register dated August 31, 2012 in the amount of \$69,840.36

**1.5 Treasurer's Report**

Approved the Treasurer's Report for July, 2012.

**1.6 Measure A Expenditure Plan for FY 2012/13 to 2016/17**

Adopted a Resolution entitled:

RESOLUTION NO. 2012 - 41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, APPROVING THE FIVE-YEAR MEASURE A  
EXPENDITURE PLAN FOR FISCAL YEARS 2012/13 TO 2016/17

**1.7 Support for House of Representatives Bill 5823**

Directed the City Manager to submit a letter of support with the Mayor's signature.

**2.0 PUBLIC HEARINGS**

There were no public hearings scheduled.

### **3.0 GENERAL BUSINESS**

#### **3.1 Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreements with Western Riverside Council of Governments (WRCOG)**

City Clerk Lee read the title.

Public Works Director D’Zmura presented the staff report.

Nancy Johnson, resident, stated she had read that part of the Bundy Canyon Road project was resurfacing, or doing something, to Cottonwood Canyon. She showed aerial photos of why Cottonwood Canyon needs to be straightened out.

**A MOTION** was made by Councilwoman Moore, seconded by Mayor Pro Tem Walker, to approve TUMF Reimbursement Agreements with WRCOG for the following projects:

1. Bundy Canyon Road Project, I-15 to I-215
2. Clinton Keith Road Widening Project, I-15 to Copper Craft; and
3. Palomar Road Widening Project, Mission Trail to Jefferson

**MOTION** carried, 5-0.

#### **3.2 Community Development Block Grant (CDBG) Supplemental Agreement For Projects Approved By the City Council on December 14, 2011**

City Clerk Lee read the title.

Community Services Director Willette presented the staff report.

Discussion ensued regarding the funding of code enforcement.

**A MOTION** was made by Councilwoman Moore, seconded by Councilwoman Swanson, to enter into a Supplemental Agreement with the County of Riverside for the 2012-2013 CDBG program year and authorize the Mayor to execute all related application and agreements.

**MOTION** carried, 5-0.

### **3.3 WRCOG HERO Program Expansion & JPA Amendment**

City Clerk Lee read the title.

Barbara Spoonhour, WRCOG, presented the report regarding the program.

**A MOTION** was made by Councilwoman Moore, seconded by Mayor Pro Tem Walker, to approve the amendment to the JPA of the WRCOG to permit the provision of PACE services statewide.

**MOTION** carried, 5-0.

Mayor Benoit related what Planning Commission Dykstra had shared with him and City Manager Oviedo regarding how this program is helping local businesses.

### **3.4 Agreement for Legal Services**

City Clerk Lee read the title.

City Manager Oviedo presented the staff report.

Councilwoman Swanson stated she and Mayor Benoit worked out a great agreement with the City Attorney. She thanked Burke, Williams, and Sorensen for coming to the table and helping the City out.

Mayor Benoit stated he appreciated having the dialogue with the firm and feels this agreement is beneficial to the City.

Councilwoman Moore inquired what the savings will be to the City.

City Attorney Jex answered about \$5,000 per month, or \$60,000 annually. He will also be spending more time at City Hall, so that will be a great help to the Council and Staff and allow him to work on City issues earlier.

**A MOTION** was made by Councilwoman Swanson, seconded by Councilwoman Moore, to authorize the City Manager to execute the Legal Services Agreement.

**MOTION** carried, 5-0.

## **CITY MANAGER REPORT**

City Manager Oviedo reported the following:

1. The signal at Mission Trail and Lemon will be activated on September 17.
2. The Old Town area visioning session is September 22.
3. On October 2 the City of Menifee is having a grand opening of the vineyard project. This is the same architect who is designing the Tres Lagos senior housing project in Wildomar.
4. He met with Kristan Lloyd on September 10 to discuss possible grants for the Brown House.
5. Governor Brown has until September 30 to sign AB1098 to restore the VLF funds which were taken from us and the other new cities last year.

City Clerk Lee presented an update on the November 6 election.

## **CITY ATTORNEY REPORT**

City Attorney Jex spoke about the public employees' retirement reform.

## **COUNCIL COMMUNICATIONS**

Councilwoman Moore stated she attended the RTA Finance Committee meeting and the LEUSD meeting. She stated that the City is not the regulatory agency for the water company that is causing problems in the Cottonwood Canyon area. The City did order the water truck for the area because these are Wildomar citizens. She also thanked everyone who came out to speak on the parks.

Councilwoman Swanson stated she attended the League annual conference and it was very good. She commended Mayor Benoit on his session regarding paperless agendas. She then challenged the Boy Scouts to write letters to the Governor regarding AB1098.

Councilman Cashman stated he met with the LEUSD group. He also toured the Oak Springs Ranch project and inspected the oak trees.

Mayor Pro Tem Walker stated he attended the City of Lake Elsinore-Wildomar subcommittee meeting. He also attended the League annual conference.

Mayor Benoit stated AB1098 is very important, and the letters to the Governor are really needed. He also attended the League annual conference.

**FUTURE AGENDA ITEMS**

- \*Business registration
- \*Graffiti reporting using your Smart Phone
- \*Development Impact Fees (DIF)

**ADJOURN THE CITY COUNCIL**

There being no further business, Mayor Benoit declared the meeting adjourned at 8:06 p.m.

Submitted by:

Approved by:

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Debbie A. Lee, CMC  
City Clerk

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Ben J. Benoit  
Mayor

**CITY OF WILDOMAR  
CITY COUNCIL OLD TOWN AREA VISIONING SESSION  
MINUTES  
SEPTEMBER 22, 2012**

**CALL TO ORDER**

The Old Town Area visioning session of September 22, 2012, of the Wildomar City Council was called to order by Mayor Benoit at 9:11 a.m. at the Wildomar Elementary School Multi-Purpose Room, 21575 Palomar Road, Wildomar, California.

City Council Roll Call showed the following Members in attendance: Mayor Benoit, Mayor Pro Tem Walker (arrived at 9:41 a.m.), Council Members Cashman, Moore and Swenson. Members absent: None.

Staff in attendance: City Manager Oviedo, Assistant City Manager Nordquist, Planning Director Bassi, Community Services Director Willette, Assistant Planner Garcia, and City Clerk Lee.

**1.0 Community Visioning Session Regarding the Old Town Area with Possible Direction to Staff**

RBF Planning consultants led the community through various exercises and activities relating to the Old Town area.

There was no direction given to Staff.

**ADJOURNMENT**

There being no further business the visioning session was adjourned at 11:39 a.m.

Submitted by:

Approved by:

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Debbie A. Lee, CMC  
City Clerk

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Ben J. Benoit  
Mayor

**CITY OF WILDOMAR  
CITY COUNCIL REGULAR MEETING MINUTES  
OCTOBER 10, 2012**

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

The closed session of October 10, 2012, of the Wildomar City Council was called to order by Mayor Benoit at 5:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

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

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

**PUBLIC COMMENTS**

There were no speakers.

**CLOSED SESSION**

City Clerk Lee announced the following:

1. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (c) to confer with legal counsel with regard to two (2) matters potential initiation of litigation.
2. The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (b) to confer with legal counsel with regard to one (1) matter of significant exposure to litigation regarding a potential challenge to the City's proposed Housing Element.

At 5:31 p.m. the City Council convened into closed session, with all Council Members present.

**RECONVENE INTO OPEN SESSION**

At 6:34 p.m. the City Council reconvened into open session, with all Council Members present.

## **CITY ATTORNEY REPORT FROM CLOSED SESSION**

City Attorney Jex announced there was no report from closed session.

## **ADJOURN CLOSED SESSION**

There being no further business, Mayor Benoit adjourned the closed session at 6:34 p.m.

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

The regular meeting of October 10, 2012, of the Wildomar City Council was called to order by Mayor Benoit at 6:34 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

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

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

The Flag Salute was led by Mayor Pro Tem Walker.

## **PRESENTATIONS**

The Clinton Keith interchange construction project update was given.

Mayor Benoit presented a Certificate of Appreciation to Donnie Keyfauber for his actions during a recent traffic accident and his Good Samaritan acts. He was not present and the certificate will be mailed to him.

Mayor Benoit presented Dr. Hurst, Elsinore High School Principal, with a certificate honoring his selection as Principal of the Year & Jim Staunton Champions for Character Awards.

Chief Beach presented the Fire Department update.

## **PUBLIC COMMENTS**

Ronda Kirkbride, resident, stated Staff had informed her that Cottonwood Canyon would be graded three times per year. It was over five months and the job that was done is unacceptable as it was scraped and not graded. There are giant rocks in the roadway and at either end of the road are dips that will damage a tire if you are not aware of it. And since it was done on October 3 it is already wash boarding. She is not in favor of paving the road as it will encourage more traffic. The creeks have not been addressed either.

Dionna Fitch, Sycamore Academy, presented an update on the school activities and achievements.

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

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

**MOTION** carried, 5-0.

## **1.0 CONSENT CALENDAR**

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

**MOTION** carried, 5-0.

### **1.1 Reading of Ordinances**

Approved the reading by title only of all ordinances.

### **1.2 Minutes – July 31, 2012 Special Meeting**

Approved the Minutes as presented.

### **1.3 Minutes – August 8, 2012 Regular Meeting**

Approved the Minutes as presented.

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

Approved the following:

1. Warrant Register dated 09-07-12 in the amount of \$88,917.88;
2. Warrant Register dated 09-13-12 in the amount of \$205,167.80;

3. Warrant Register dated 09-20-12 in the amount of \$15,191.55;
4. Warrant Register dated 09-28-12 in the amount of \$2,379.02;
5. Warrant Register dated 09-28-12 in the amount of \$96,184.87; &
6. Payroll Register dated 09-30-12 in the amount of \$46,190.47.

**1.5 Treasurer's Report**

Approved the Treasurer's Report for August, 2012.

**1.6 Letter of Opposition Regarding Federal Sequestration**

Directed the City Manager to draft a letter opposing Federal Sequestration that threatens to reduce critical city resources.

**2.0 PUBLIC HEARINGS**

**2.1 Housing Element Adoption – General Plan Amendment No. 12-01 (Cont. from 07-11-12)**

City Clerk Lee read the title.

**A MOTION** was made by Councilwoman Swanson, seconded by Councilwoman Moore, to table this agenda item indefinitely.

**MOTION** carried, 5-0.

**2.2 Allocation of Community Development Block Grant (CDBG) Funds**

City Clerk Lee read the title.

Mayor Benoit opened the public hearing.

Community Services Director Willette presented the staff report.

**SPEAKERS:**

Bonnie Osting, Wildomar Senior, explained the services and programs Merit Housing provides to the seniors. They are requesting funds to help with these services and programs, and to defray the cost of the bus driver.

Ron Hewison, HOPE, spoke regarding the food programs they provide. They are a volunteer group, so every penny goes to helping those in need.

Dorcus Shaktman, Assistance League of Temecula Valley, stated they are

looking for funding for their Operation School Bell program which provides clothes for kids in Kindergarten through High School.

Kristan Lloyd, Wildomar Community Council, explained the program which involves home improvement and yard clean up. It is targeted to low income, disabled, and seniors.

There being no further speakers Mayor Benoit closed the public hearing.

Discussion ensued regarding the various projects and proposals.

**A MOTION** was made by Councilwoman Moore, seconded by Councilman Cashman, to allocate \$5,000 to the Assistance League of Temecula Valley, \$5,000 to Merit Housing, and \$8,961 to HOPE; adopt a Resolution entitled:

RESOLUTION NO. 2012 - 42  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, AUTHORIZING THE ALLOCATION  
OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR  
FISCAL YEAR 2013/2014

and Authorize the City Manager to execute all related applications and agreements.

Discussion ensued regarding all of the money going to just one proposal and nothing to the others.

**MOTION** carried, 5-0.

### **3.0 GENERAL BUSINESS**

#### **3.1 Code Enforcement Update**

City Clerk Lee read the title.

Public Works Director D’Zmura stated staff would like to table this item at this time.

#### **3.2 Wildomar Municipal Code**

City Clerk Lee read the title and presented the staff report.

Councilman Cashman inquired if after an Ordinance is adopted does it not take effect until it is in the book.

City Clerk Lee answered the Ordinance has a time frame of usually 30 days until it takes effect. That is when it is in force. It may not be codified until months later, but that does not affect when it becomes a law.

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

**ORDINANCE NO. 73**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING BY REFERENCE THE WILDOMAR MUNICIPAL CODE AND THE FOLLOWING SECONDARY CODES ADOPTED BY REFERENCE THEREIN: UNIFORM ADMINISTRATIVE CODE (1997 EDITION), 2010 CALIFORNIA BUILDING CODE AND APPENDICES C, G, H, I and K, 2010 CALIFORNIA RESIDENTIAL CODE, 2010 CALIFORNIA GREEN BUILDING CODE, 2010 CALIFORNIA ELECTRICAL CODE AND APPENDICES A, B, C, G AND H , 2010 CALIFORNIA MECHANICAL CODE AND APPENDIX A, 2010 CALIFORNIA PLUMBING CODE AND APPENDICES, 1997 UNIFORM HOUSING CODE, UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS (1997 EDITION), UNIFORM SWIMMING POOL, SPA AND HOT TUB CODE (2000 EDITION), UNIFORM SIGN CODE (1997 EDITION), UNIFORM CODE FOR BUILDING CONSERVATION (1997 EDITION)

and set the matter for public hearing on November 14, 2012.

**MOTION** carried, 5-0.

**CITY MANAGER REPORT**

There was nothing to report.

**CITY ATTORNEY REPORT**

There was nothing to report.

## **COUNCIL COMMUNICATIONS**

Councilwoman Moore stated she attended the Autism Task Force meeting where they unveiled the guidebook for services for special needs individuals.

Councilwoman Swanson stated she attended the League Meeting and thanked Mayor Benoit for his talk at the meeting. There is also a golf tournament fundraiser October 18 in Menifee.

Mayor Pro Tem Walker stated he went to the PTA meeting and spoke about what is going on in the City. He also attended the Nuclear Regulatory Commission meeting in San Clemente regarding San Onofre. He was asked to be there due to Wildomar being within a 50 mile radius of the plant.

Mayor Benoit stated he attended and talked at the League meeting regarding the services cities receive from the League. He attended an RCTC meeting and they are having a business expo on November 29. He also attended WRCOG and RCA meetings.

## **FUTURE AGENDA ITEMS**

There were no items.

## **ADJOURN THE CITY COUNCIL**

There being no further business, Mayor Benoit declared the meeting adjourned at 7:42 p.m.

Submitted by:

Approved by:

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Debbie A. Lee, CMC  
City Clerk

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Ben J. Benoit  
Mayor

**CITY OF WILDOMAR  
CITY COUNCIL SPECIAL MEETING MINUTES  
OCTOBER 16, 2012**

**CALL TO ORDER – 5:30 P.M.**

The special meeting of October 16, 2012, of the Wildomar City Council was called to order by Mayor Benoit at 5:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

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

Staff in attendance: City Manager Oviedo, Assistant City Manager Nordquist, Public Works Director D’Zmura, and City Clerk Lee.

**PUBLIC COMMENTS**

There were no speakers.

**1.0 GENERAL BUSINESS**

**1.1 Oak Springs Ranch Storm Drain Maintenance Agreement**

City Clerk Lee read the title.

Public Works Director D’Zmura presented the staff report.

Councilman Cashman inquired about the location of the pipe that goes under the freeway.

Tony Ditteaux, Developer, showed it on the map.

Councilman Cashman inquired if the silting and flooding that comes down the natural water course and through the pipe under the freeway would be the City’s responsibility.

Mr. Ditteaux stated that pipe is Caltrans responsibility and is not the responsibility of the project.

Public Works Director D’Zmura stated that is not the responsibility of the City or the project, it is solely Caltrans.

Councilman Cashman inquired about the pipes under Clinton Keith Road and if they were built for the project.

Mr. Ditteaux answered no, they were existing before the project and belong to the City.

**A MOTION** was made by Councilwoman Swanson, seconded by Councilwoman Cashman, to approve the storm drain maintenance agreement and authorize the Mayor to sign it.

**MOTION** carried, 3-0-1, with Mayor Pro Tem Walker and Councilwoman Moore absent.

### **ADJOURN THE CITY COUNCIL**

There being no further business Mayor Benoit declared the meeting adjourned at 5:37 p.m.

Submitted by:

Approved by:

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Debbie A. Lee, CMC  
City Clerk

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Ben J. Benoit  
Mayor

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item#1.6**  
**CONSENT CALENDAR**  
**Meeting Date: November 14, 2012**

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

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the following:

1. Warrant Register dated October 4, 2012 in the amount of \$133,218.31;
2. Warrant Register dated October 5, 2012 in the amount of \$17,998.37;
3. Warrant Register dated October 11, 2012 in the amount of \$183,817.72;
4. Warrant Register dated October 18, 2012 in the amount of \$8,065.31;
5. Warrant Register dated October 18, 2012 in the amount of \$13,566.00;
6. Warrant Register dated October 25, 2012 in the amount of \$90,368.80;
7. Warrant Register dated November 1, 2012 in the amount of \$91,938.73; &
8. Payroll Register dated November 1, 2012 in the amount of \$46,824.78.

**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 and 2012-13 Budgets.

Submitted by:  
Gary Nordquist  
Assistant City Manager

Approved by:  
Frank Oviedo  
City Manager

**ATTACHMENTS:**

Voucher List 10/4/2012  
Voucher List 10/5/2012

Voucher List 10/11/2012

Voucher List 10/18/2012 x2

Voucher List 10/25/2012

Voucher List 11/1/2012

Payroll Warrant Register November 1, 2012

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Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201623	10/4/2012	000008 AT&T MOBILITY	09282012		COUNCIL MOBILE PHONES 8/21/12	109.95
					Total :	109.95
201624	10/4/2012	000028 CALPERS	92312		CALPERS CONTRIBUTIONS 9/10/12	5,024.63
			93012		CONTRIBUTIONS 9/1/12-9/30/12	363.25
					Total :	5,387.88
201625	10/4/2012	000043 CHENG, MISTY	9/30/2012		CONTRACTUAL SERVICES SEPT 2012	6,960.00
					Total :	6,960.00
201626	10/4/2012	000002 CRYSTAL CLEAN MAINTENANCE	903A		JANITORIAL SERVICES- CITY HALL	698.00
					Total :	698.00
201627	10/4/2012	000012 ELSINORE VALLEY MUNICIPAL, WATER	5691581		WATER SRVCS CSA 103 8/23/12-9/2	240.42
			5691582		WATER SRVCS CSA 103 8/23/12-9/2	409.27
					Total :	649.69
201628	10/4/2012	000077 EXEC-U-CARE	92112		MEDICAL INSURANCE OCT 2012	375.00
					Total :	375.00
201629	10/4/2012	000463 HBPARKCO CONSTRUCTION, INC.	10112		12-0145 DEVELOPER DEPOSIT REF	400.29
					Total :	400.29
201630	10/4/2012	000149 RIVERSIDE COUNTY EXECUTIVE, OFFIC	92012		SCFA ANIMAL SHELTER DEBT SER	113,310.00
					Total :	113,310.00
201631	10/4/2012	000464 SOUTHWEST HEALTHCARE SYSTEM	001		POLICE DEPT EXAM 9/25/12 W1122	900.00
					Total :	900.00
201632	10/4/2012	000020 VERIZON	92212		FIOS INTERNET SERVICES 9/22/12-	129.99
					Total :	129.99
201633	10/4/2012	000055 WRCOG	6284		FY 12/13 WRCOG MEMBER DUES	4,297.51
					Total :	4,297.51
11 Vouchers for bank code : wf						Bank total : 133,216.31

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Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
201634	10/5/2012	000028 CALPERS	782		City Council Med Premium Oct. 2012	12,248.74	
					Total :	12,248.74	
201635	10/5/2012	000006 WELLS FARGO PAYMENT REMITTANCE,	82012		OFFICE SUPPLIES	112.23	
			82112		MEETING SUPPLIES	51.72	
			82212		OFFICE SUPPLIES	89.00	
			82312		TRAVEL GRANT-EMERGENCY CON	190.80	
			82312A		TRAVEL GRANT-EMERGENCY CON	20.00	
			82912		CERTIFICATE HOLDERS FOR PRO	147.94	
			83012		DEPARTMENTAL SUPPLIES	55.76	
			83012		REPAIR DUMPTRUCK	1,194.31	
			91012		DEPARTMENTAL SUPPLIES	81.88	
			91112		REGISTRATION- CITY CLERKS SEN	450.00	
			91112		TONER	69.30	
			91312		PAYPAL PAYFLOW SERVICES	249.00	
			91312		ONLINE QUICKBOOKS SUBSCRIPT	23.97	
			91312		NON-DEPARTMENTAL SUPPLIES	197.09	
			91812		WEBSITE SSL CERTIFICATE	252.83	
			92012		DEPARTMENTAL SUPPLIES	41.99	
			92012		DATA PLAN & CONNECTION FEE	114.11	
			9212		PARK CLEAN UP SUPPLIES	32.89	
			9212		CDBG GRANT-GRAFF REMOVAL/CI	975.93	
			9312		PARK CLEAN UP SUPPLIES	40.21	
			9412		DEPARTMENTAL SUPPLIES	111.48	
			9512		NAME PLATE	10.78	
			9612		NON-DEPARTMENTAL CONFERENC	28.30	
			9612		TRAVEL EXPENSE: LEAGUE OF CA	1,207.39	
					Total :	5,749.63	
2 Vouchers for bank code : wf						Bank total :	17,998.37
2 Vouchers in this report						Total vouchers :	17,998.37

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Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201638	10/11/2012	000081 CALIFORNIA BUILDING STANDARDS, CC	10912		CA BLDNG STNDS ADMIN FEE JUL	315.00
					<b>Total :</b>	<b>315.00</b>
201639	10/11/2012	000402 COUNTY OF RIVERSIDE	2012/09-20		ANIMAL SHELTER MISC. FY 12/13	836.00
					<b>Total :</b>	<b>836.00</b>
201640	10/11/2012	000011 CR&R INC.	261008		DUMP/RETURN/DISPOSAL FEE 9/6	649.75
					<b>Total :</b>	<b>649.75</b>
201641	10/11/2012	000036 DATAQUICK	B-12086965		CODE ENFORCEMENT- SOFTWARE	150.00
					<b>Total :</b>	<b>150.00</b>
201642	10/11/2012	000082 DEPARTMENT OF CONSERVATION, DIVI: 10912			SMIP FEES JULY 2012-SEPT 2012	726.30
					<b>Total :</b>	<b>726.30</b>
201643	10/11/2012	000022 EDISON	10412		WILDOMAR CITY LAMPS ELEC. 9/1-	76.57
			10412A		CSA 22 ELECTRICAL 9/1-9/30/12	2,972.11
			10412B		CSA 103 ELECTRICAL 9/1-9/30/12	13,134.04
			10412C		CSA 103 PALOMAR ST.- ELEC. 9/1-	32.87
			10412D		ZONE 73-LMD 89-1 ELECTRICAL 9/1-	97.59
			10512		CSA 142 ELECTRICAL 9/1-9/30/12	1,979.36
					<b>Total :</b>	<b>16,292.34</b>
201644	10/11/2012	000060 FEDEX	2-040-01982		11-0261 FEDEX EXPRESS DELIVER	60.00
					<b>Total :</b>	<b>60.00</b>
201645	10/11/2012	000488 GREG GRIFFIN C/O BODY GRAPHICS	10112		12-0049 DEVELOPER DEPOSIT REF	2,921.58
					<b>Total :</b>	<b>2,921.58</b>
201646	10/11/2012	000016 INNOVATIVE DOCUMENT SOLUTIONS	121216		CONTRACT COPIER SRVCS 9/1/12-	406.03
					<b>Total :</b>	<b>406.03</b>
201647	10/11/2012	000072 INTERWEST CONSULTING GROUP	13265		CONTRACTUAL SERVICES AUG 20	144,038.06
					<b>Total :</b>	<b>144,038.06</b>
201648	10/11/2012	000079 LAN WAN ENTERPRISE	44122		TECH SUPPORT 7/23/12	295.00
			44751		MAINTENANCE CONTRACT OCT 20	450.00

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Voucher List  
City of Wildomar

Page: 2

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201648	10/11/2012	000079 LAN WAN ENTERPRISE	(Continued) 44780		UPGRADE SYMANTEC ANTIVIRUS	295.00
					Total :	1,040.00
201649	10/11/2012	000049 NORTH COUNTY TIMES	2322865		PUBLIC NOTICE CDBG FY13/14	67.48
					Total :	67.48
201650	10/11/2012	000465 PR CONSTRUCTION	10812		12-0070 DEVELOPER DEPOSIT REF	1,689.78
					Total :	1,689.78
201651	10/11/2012	000444 R3 CONSULTING GROUP	7004	0000059	NEGOTIATION SERVICES SEPT 20'	185.00
					Total :	185.00
201652	10/11/2012	000443 THE LEW EDWARDS GROUP	0003 3032	0000058 0000058	PROVIDE SURVEY & PROJECT MAI AMENDMENT NO. 1 SCOPE OF WO	5,000.00 6,575.00
					Total :	11,575.00
201653	10/11/2012	000129 US ELECTRIC COMPANY	6050		PROVIDE/INSTALL VOLT OUTLET C	175.00
					Total :	175.00
201654	10/11/2012	000020 VERIZON	10112 10112A		OFFICE TELEPHONE 10/1/12-10/31/ TELEPHONE CHARGES 10/1/12-10/	632.69 37.41
					Total :	670.10
201655	10/11/2012	000025 WILLETTE, PAULA	10812		TRAVEL GRANT REIMB: CESA MEA	30.30
					Total :	30.30
18 Vouchers for bank code :	wf				Bank total :	183,817.72
18 Vouchers in this report					Total vouchers :	183,817.72

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Voucher List  
City of Wildomar

Page: 1

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
201661	10/18/2012	000035 COUNTY OF RIVERSIDE, TLMA	TL0000009093		JUNE 2012 SLF COSTS	1,144.31	
					Total :	1,144.31	
201662	10/18/2012	000005 PARSAC	13-162		ADD LIABILITY/WORKERS COMP P	6,921.00	
					Total :	6,921.00	
2 Vouchers for bank code : wf						Bank total :	8,065.31
2 Vouchers in this report						Total vouchers :	8,065.31

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Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201663	10/18/2012	000312 ADAME LANDSCAPE, INC.	48349	0000035	MONTHLY LANDSCAPE MAINT. SEF	125.00
					Total :	125.00
201664	10/18/2012	000033 AMERICAN FORENSIC NURSES	62086		BLOOD DRAW	164.32
					Total :	164.32
201665	10/18/2012	000080 BURKE, WILLIAMS AND SORENSON,, LL 158867			JULY 2012 LEGAL FEES	56,477.57
					Total :	56,477.57
201666	10/18/2012	000028 CALPERS	10712		BENEFIT CONTRIBUTIONS 9/24/12-	5,024.63
					Total :	5,024.63
201667	10/18/2012	000058 DEPARTMENT OF JUSTICE	930956		POLICE BLOOD ALCOHOL ANALYSI	70.00
					Total :	70.00
201668	10/18/2012	000070 LAKE ELSINORE AND SAN JACINTO, WA 8645			FY 12/13 TMDL TASK FORCE CONT	4,461.00
					Total :	4,461.00
201669	10/18/2012	000079 LAN WAN ENTERPRISE	44891 44859		TECH SUPPORT 9/21/12- FIREWALI LABOR-PRINTER DETAILS	960.00 140.67
					Total :	1,100.67
201670	10/18/2012	000147 MARATHON REPROGRAPHICS	72046		PLANNING MAPS	105.60
					Total :	105.60
201671	10/18/2012	000018 ONTRAC	147865		OVERNIGHT SHIPPING COSTS	11.48
					Total :	11.48
201672	10/18/2012	000185 PITNEY BOWES	10712		POSTAGE METER REFILL 9/11/12	500.00
					Total :	500.00
201673	10/18/2012	000042 PV MAINTENANCE, INC.	005-137	0000061	CONTRACTUAL SERVICES JULY 20	31,445.06
					Total :	31,445.06
201674	10/18/2012	000131 RCAWRC	91012		MSHCP MITIGATION FEES SEPT 20	13,566.00
					Total :	13,566.00

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10/18/2012 3:10:42PM

Voucher List  
City of Wildomar

Page: 2

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201675	10/18/2012	000053 REPUBLIC ITS, INC.	RR138554 RR-138555		TRAFFIC SIGNAL MAINTENANCE A/ TRAFFIC SIGNAL RESPONSE CALL	1,576.40 1,296.08 <b>Total :</b> 2,872.48
201676	10/18/2012	000467 STK CONSTRUCTION	101512		DEV. DEPOSIT REFUND-UNUSED F	422.08 <b>Total :</b> 422.08
201677	10/18/2012	000443 THE LEW EDWARDS GROUP	3033	0000058	PROF SRVCS- MAILER #3	7,164.47 <b>Total :</b> 7,164.47
201678	10/18/2012	000055 WRCOG	91012		TUMF FEES: SEPT 2012	53,238.00 <b>Total :</b> 53,238.00
16 Vouchers for bank code : wf						<b>Bank total :</b> 176,748.36
16 Vouchers in this report						<b>Total vouchers :</b> 176,748.36

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10/25/2012 3:54:32PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201681	10/25/2012	000031 AFLAC, REMITTANCE PROCESSING, CE	573175		MEDICAL INS BENEFITS OCT 2012	475.45
					Total :	475.45
201682	10/25/2012	000033 AMERICAN FORENSIC NURSES	62164		BLOOD DRAW	410.80
					Total :	410.80
201683	10/25/2012	000013 ANDRE, GARY	102212		TRAILS COORDINATOR MILEAGE F	122.40
					Total :	122.40
201684	10/25/2012	000008 AT&T MOBILITY	10202012		COUNCIL MOBILE PHONES 9/13/12	77.31
					Total :	77.31
201685	10/25/2012	000034 BIO-TOX LABORATORIES	25849 25850		RC SHERIFF- LAB SERVICES	776.75
					RC SHERIFF- LAB SERVICES	755.80
					Total :	1,532.55
201686	10/25/2012	000080 BURKE, WILLIAMS AND SORENSON,, LL	159514		LEGAL FEES AUG 2012	65,512.84
					Total :	65,512.84
201687	10/25/2012	000058 DEPARTMENT OF JUSTICE	936602		POLICE BLOOD ALCOHOL ANALYSI	105.00
					Total :	105.00
201688	10/25/2012	000059 DIAMOND W. EVENTS, INC.	102212	0000065	CONTRACTUAL SERVICES OCT 20	5,100.00
					Total :	5,100.00
201689	10/25/2012	000027 DIRECT TV	18894316441		CABLE SERVICES 10/12/12-11/11/12	89.99
					Total :	89.99
201690	10/25/2012	000022 EDISON	101712		ELECTRICAL SERVICES 8/15/12-10	2,641.02
					Total :	2,641.02
201691	10/25/2012	000077 EXEC-U-CARE	101812		MEDICAL INSURANCE NOV 2012	1,248.75
					Total :	1,248.75
201692	10/25/2012	000304 JOE A. GONSALVES & SON	23207	0000060	CONTRACTUAL CONSULTING SRV	3,000.00

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10/25/2012 3:54:32PM

Voucher List  
City of Wildomar

Page: 2

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
201692	10/25/2012	000304	000304 JOE A. GONSALVES & SON	(Continued)		Total : 3,000.00	
201693	10/25/2012	000435	STRATA OAK, LLC C/O STRATA, EQUITY	11112	CITY HALL MONTHLY LEASE NOV 2	10,052.69	
						Total : 10,052.69	
13	Vouchers for bank code : wf					Bank total :	90,368.80
13	Vouchers in this report					Total vouchers :	90,368.80

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11/01/2012 4:41:23PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201697	11/1/2012	000008 AT&T MOBILITY	10292012		COUNCIL MOBILE PHONES 9/21/12	110.34
					<b>Total :</b>	<b>110.34</b>
201698	11/1/2012	000080 BURKE, WILLIAMS AND SORENSON,, LL 160265			LEGAL FEES - SEPT 2012	77,869.04
					<b>Total :</b>	<b>77,869.04</b>
201699	11/1/2012	000043 CHENG, MISTY	103112		CONTRACTUAL SERVICES - OCT 2	11,817.50
					<b>Total :</b>	<b>11,817.50</b>
201700	11/1/2012	000002 CRYSTAL CLEAN MAINTENANCE	1003A		JANITORIAL SERVICES - CITY HALL	698.00
					<b>Total :</b>	<b>698.00</b>
201701	11/1/2012	000468 FOSTER, DONALD J	102512		DEVELOPER DEPOSIT REFUND OF	72.60
					<b>Total :</b>	<b>72.60</b>
201702	11/1/2012	000024 GUARDIAN	101812		VISION/DENTAL BENEFITS - NOV 2	1,441.28
					<b>Total :</b>	<b>1,441.28</b>
201703	11/1/2012	000020 VERIZON	102212		FIOS INTERNET SERVICE 10/22/12	129.99
					<b>Total :</b>	<b>129.99</b>
					<b>Bank total :</b>	<b>91,938.73</b>
					<b>7 Vouchers for bank code : wf</b>	
					<b>7 Vouchers in this report</b>	
					<b>Total vouchers :</b>	<b>91,938.73</b>

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City of Wildomar  
Payroll Warrant Register  
November 1, 2012

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
10/12/2012	Payroll People	9/22-10/5/12	22,496.48
11/1/2012	Payroll People	10/1-10/31/12	1,397.77
10/26/2012	Payroll People	10/6-10/19/12	22,930.53
		TOTAL	<u>46,824.78</u>

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.7**  
**CONSENT CALENDAR**  
**Meeting Date: November 14, 2012**

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

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the Treasurer's Report for September 2012.

**DISCUSSION:**

Attached is the Treasurer's Report for Cash and Investments for the month of September 2012.

**FISCAL IMPACT:**

None.

Submitted by:  
Gary Nordquist  
Assistant City Manager

Approved by:  
Frank Oviedo  
City Manager

**ATTACHMENTS:**

Treasurer's Report

CITY OF WILDOMAR  
 TREASURER'S REPORT FOR  
 CASH AND INVESTMENT PORTFOLIO  
September 2012

CITY CASH

FUND	ACCOUNT	INSTITUTION	BALANCE	RATE
All	All	WELLS FARGO	\$ <u>4,225,750.54</u>	0.00%
		TOTAL	\$ <u>4,225,750.54</u>	

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	\$ 4,109,986.23	\$ 496,197.48	\$ (380,433.17)	\$ 4,225,750.54	0.000%
		TOTAL	\$ <u>4,109,986.23</u>	\$ <u>496,197.48</u>	\$ <u>(380,433.17)</u>	\$ <u>4,225,750.54</u>	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	\$ 1,537,534.55	\$ 1,537,534.55	\$ 1,537,534.55	100.00%	0	0.348%
	TOTAL	\$ <u>1,537,534.55</u>	\$ <u>1,537,534.55</u>	\$ <u>1,537,534.55</u>	<u>100.00%</u>		

CITY - TOTAL CASH AND INVESTMENT \$ 5,763,285.09

CITY INVESTMENT

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	\$ 1,537,534.55	\$ 0.00	\$ 0.00	\$ 1,537,534.55	0.348%
	TOTAL	\$ <u>1,537,534.55</u>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>1,537,534.55</u>	

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.

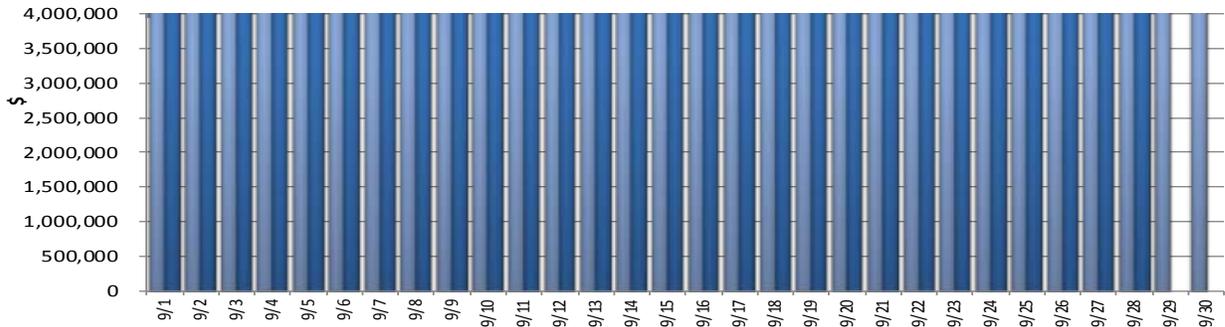
\_\_\_\_\_  
 Gary Nordquist  
 ACM Finance & Administration /  
 City Treasurer

\_\_\_\_\_  
 Date



# September 2012

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



Fiscal Year	Ending Balance	Monthly Net Activity
July 2010	3,008,802	3,008,802
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
August 2011	2,322,372	(954,456)
Sept 2011	2,354,797	32,425
October 2011	1,980,825	(373,972)
Nov 2011	2,003,652	22,826
Dec 2011	2,819,704	816,052
Jan 2012	3,459,306	639,602
Feb 2012	2,106,711	(1,352,595)
Mar 2012	2,102,433	(4,279)
Apr 2012	3,052,012	949,579
May 2012	5,602,180	2,550,168
June 2012	4,566,993	(1,035,187)
July 2012	4,200,028	(366,965)
August 2012	4,109,986	(90,042)
Sept 2012	4,225,751	115,764

September 2012		
Date	Ending Balance In Whole \$	Net Change from Prior Day
9/1	4,109,986	-
9/2	4,109,986	-
9/3	4,109,986	-
9/4	4,103,386	(6,600)
9/5	4,127,050	23,664
9/6	4,121,612	(5,438)
9/7	4,124,430	2,818
9/8	4,124,430	-
9/9	4,124,430	-
9/10	4,109,723	(14,707)
9/11	4,122,071	12,347
9/12	4,215,117	93,046
9/13	4,193,096	(22,021)
9/14	4,179,864	(13,232)
9/15	4,179,864	-
9/16	4,179,864	-
9/17	4,150,231	(29,633)
9/18	4,129,233	(20,997)
9/19	4,094,730	(34,504)
9/20	4,096,129	1,399
9/21	4,096,606	477
9/22	4,096,606	-
9/23	4,096,606	-
9/24	4,098,367	1,761
9/25	4,115,601	17,233
9/26	4,208,698	93,098
9/27	4,232,233	23,534
9/28	4,225,751	(6,482)
9/29	4,225,751	-
9/30	4,225,751	-

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #2.1**  
**GENERAL BUSINESS**  
**Meeting Date: November 14, 2012**

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**TO:** Mayor and City Council Members  
**FROM:** Debbie A. Lee, City Clerk  
**SUBJECT:** Wildomar Municipal Code - <http://qcode.us/codes/wildomar/>

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 73

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING BY REFERENCE THE WILDOMAR MUNICIPAL CODE AND THE FOLLOWING SECONDARY CODES ADOPTED BY REFERENCE THEREIN: UNIFORM ADMINISTRATIVE CODE (1997 EDITION), 2010 CALIFORNIA BUILDING CODE AND APPENDICES C, G, H, I and K, 2010 CALIFORNIA RESIDENTIAL CODE, 2010 CALIFORNIA GREEN BUILDING CODE, 2010 CALIFORNIA ELECTRICAL CODE AND APPENDICES A, B, C, G AND H , 2010 CALIFORNIA MECHANICAL CODE AND APPENDIX A, 2010 CALIFORNIA PLUMBING CODE AND APPENDICES, 1997 UNIFORM HOUSING CODE, UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS (1997 EDITION), UNIFORM SWIMMING POOL, SPA AND HOT TUB CODE (2000 EDITION), UNIFORM SIGN CODE (1997 EDITION), UNIFORM CODE FOR BUILDING CONSERVATION (1997 EDITION)

**DISCUSSION:**

This item was heard at the October 10, 2012 City Council meeting when the Council approved the first reading of Ordinance No. 73 and set the matter for a public hearing regarding the City of Wildomar Municipal Code. The legal advertising was done in accordance with Government Code Section 6066 and is now ready to be heard.

Should the Council adopt Ordinance No. 73, the effective date would be December 14, 2012. At that time the County Code that was adopted at incorporation will no longer be in effect.

**BACKGROUND:**

When the City of Wildomar incorporated on July 1, 2008, the first Ordinance the City Council adopted was the adoption of the County Code as the City's Municipal Code. What this action did was to take the Riverside County Code, as it was on July 1, 2008, and applies those laws to the new City of Wildomar. This is a common practice of new cities because when incorporation of a City takes place, the County is no longer the entity that oversees that new City.

The County Code is also the starting point for a new City to create their own Municipal Code that is more tailored to the needs of the City. Ordinances are adopted by the Council which will add to, delete, and/or amend various sections of the Municipal Code.

The City Clerk's Office got started on creating a Wildomar Municipal Code soon after incorporation by retaining a codifier that works with the City to create the final product. In the City of Wildomar's case, Quality Code Publishing was chosen, and thus the process began.

Starting with the County Code the City Clerk's Office took each Title and assigned it to the various Department Heads of the City to review for relevance to Wildomar. There were numerous cases where sections of a Title may have laws that only pertain to certain areas of the County, such as the Coachella Valley, and not to the City of Wildomar, so the section was removed.

Once the review of the County Code was complete the City Clerk's Office then looked at each Ordinance that had been adopted since incorporation and noted which sections were repealed and which were amended. All in all Staff was able to take two 3" binders (County Code) and 68 Ordinances down to one 3" binder to create the City's very first Municipal Code.

This proposed Code is a living document, and will never be finished. In other words, even as it is being presented to you, it is not fully up to date. The City has 72 ordinances to date, however a cutoff date had to be established for the publication of the Code. This date was prior to the passage of Ordinances 69-72, therefore those ordinances, and any others that may be passed before the next cutoff time, will be done next year when the first supplement will be published. This doesn't mean those Ordinances are not law; it means that they will not be codified until the update.

Another aspect to this Code is that this represents every law that the City presently has on the books and not those issues that Council has directed Staff to research and report back on. Additionally, there are ordinances the County adopted after July 1, 2008, which are not a part of the Code the Council adopted at incorporation therefore they are also not part of this proposed Municipal Code.

First readings of ordinances typically take place at a public hearing (if the issue requires one), with the second reading and adoption on the Consent Calendar at the subsequent meeting following the public hearing. Adopting a Code by reference is done quite

differently. The item is introduced and the first reading is done under General Business. The next step is to advertise the public hearing for the second reading and possible adoption. Applying this then means that at the November 14, 2012 meeting the Municipal Code will be scheduled for the public hearing and possible adoption. Should the Code be adopted it would take effect 30 days later.

In keeping with the City's paperless theme (such as the Council agenda), it was also decided to keep the Code paperless as well. Quality Code Publishing is hosting the Municipal Code on their website, along with "Code Alerts" which are Ordinances which have been adopted after the publishing of the Code. In this way when anyone is researching the City's Code, they can also research those ordinances which have yet to be codified to see if they apply to their research. There will be hard copies of the Code kept in the City Clerk's Office, the City Attorney's Office, the City Manager's Office, the Police Department, and the Library. The City Clerk's copy will also be used for those individuals who come into the office and need assistance and the front computer is not available.

To access the Wildomar Municipal Code please go to:

<http://qcode.us/codes/wildomar/>

As research is done in the Code, we may come across sections that do not apply. They may not have initially been caught, or may have been caught but somehow didn't make it in the Code properly. These types of omissions should be very few. Also should you find typos or anything that doesn't seem right, please bring those to the City Clerk's attention so that they may be taken up with the codifier and rectified. It is very common when you are culling down vast amounts of data into something that will be half the size of what you started with, to find errors or discrepancies. Every effort has been taken to keep these to a minimum, but as part of being human, it will, and does happen.

**FISCAL IMPACT:**

FY 2012-13 - \$9,765.54

FY 2013-14 - \$9,765.54

The codification cost was initially deferred until such time as the City was in a better cash position. However, the City Clerk's Office, with assistance from the Assistant City Manager, negotiated with the codifier to defer payment over two fiscal years. The codifier has included 10 binders, 23 sets of tabs, and data conversion at no cost.

Submitted by:  
Debbie A. Lee, CMC, City Clerk

Approved by:  
Frank Oviedo, City Manager

**ATTACHMENTS:**

Ordinance No. 73

## ORDINANCE NO. 73

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING BY REFERENCE THE WILDOMAR MUNICIPAL CODE AND THE FOLLOWING SECONDARY CODES ADOPTED BY REFERENCE THEREIN: UNIFORM ADMINISTRATIVE CODE (1997 EDITION), 2010 CALIFORNIA BUILDING CODE AND APPENDICES C, G, H, I and K, 2010 CALIFORNIA RESIDENTIAL CODE, 2010 CALIFORNIA GREEN BUILDING CODE, 2010 CALIFORNIA ELECTRICAL CODE AND APPENDICES A, B, C, G AND H , 2010 CALIFORNIA MECHANICAL CODE AND APPENDIX A, 2010 CALIFORNIA PLUMBING CODE AND APPENDICES, 1997 UNIFORM HOUSING CODE, UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS (1997 EDITION), UNIFORM SWIMMING POOL, SPA AND HOT TUB CODE (2000 EDITION), UNIFORM SIGN CODE (1997 EDITION), UNIFORM CODE FOR BUILDING CONSERVATION (1997 EDITION)**

WHEREAS, on July 1, 2008, the City Council adopted Ordinance No. 08-02 establishing the Wildomar Municipal Code and enacting Titles 1 and 2 of the Code relating to general provisions, administration, and personnel; and,

WHEREAS, on August 27, 2008, the City Council adopted Ordinance No. 18, which adopted by reference Titles 4 through 17 of the Riverside County Code as they existed on July 1, 2008 except as portions of those Titles had been superseded by Wildomar Ordinances 08-03 through 08-14; and,

WHEREAS, the City has adopted numerous ordinances after Ordinances 08-02 and 18 were adopted that have made additions and deletions to the Wildomar Municipal Code; and,

WHEREAS, Quality Code Publishing, was hired by the City to compile, edit and publish the Wildomar Municipal Code; and,

WHEREAS, Government Code Section 50022.10 provides that a code that has been adopted and fully published or adopted by reference may be recodified or recompiled and thereafter adopted by reference; and,

WHEREAS, the Quality Code Publishing has recompiled the ordinances of the City of Wildomar into a unified "Wildomar Municipal Code" and the City Council desires to adopt the new "Wildomar Municipal Code" by reference; and,

WHEREAS, after the first reading of this Ordinance the City Council directed the City Clerk to schedule a public hearing for this Ordinance and publish notice

pursuant to Government Code Section 6066; and,

WHEREAS, a noticed public hearing was held for this Ordinance on November 14, 2012.

**THE CITY COUNCIL OF THE CITY OF WILDOMAR DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Adoption by Reference.** The City Council of the City of Wildomar adopts by reference the Wildomar Municipal Code, and all of the secondary codes adopted therein by reference, as compiled, edited and published by Quality Code Publishing, of Seattle, Washington.

**SECTION 2. Copies on File with City Clerk.** Copies of the Wildomar Municipal Code and all of the secondary codes adopted by reference therein are on file with the City Clerk and are open to public inspection.

**SECTION 3. Recently Adopted Ordinances.** The Wildomar Municipal Code published by Quality Code Publishing includes all previously adopted City Ordinances through Ordinance No. 68, passed March 14, 2012. Ordinance No. 69 through Ordinance No. 72 have not been added to the Wildomar Municipal Code published by Quality Code Publishing but will be added to the Code by Quality Code Publishing. Nothing in this Ordinance shall be construed as repealing or superseding Ordinance No. 69 – Ordinance No. 72.

**SECTION 4. Severability.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 5. Effective Date.** This ordinance shall take effect thirty (30) days after its passage by the City Council.

**SECTION 6. Publication.** The City Clerk shall cause this ordinance to be published or posted in accordance with Government Code section 36933.

PASSED, APPROVED AND ADOPTED this 14th day of November, 2012.

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Ben J. Benoit  
Mayor

APPROVED AS TO FORM:

ATTEST:

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Thomas D. Jex  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.1**  
**GENERAL BUSINESS**  
**Meeting Date: November 14, 2012**

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

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council discuss plans for parks funding and operations and provide direction to staff.

**DISCUSSION:**

The vote on the future of funding Parks maintenance and establishing recreation programs occurred on November 6, 2012. At the printing of this report the final vote count has not been done by the Registrar of Voters Office, therefore, Staff will provide an update on the results of the election and impacts on parks.

Submitted by:  
Gary Nordquist  
Assistant City Manager

Approved by:  
Frank Oviedo  
City Manager

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.2**  
**GENERAL BUSINESS**  
**Meeting Date: November 14, 2012**

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**TO:** Mayor and City Council Members  
**FROM:** Frank Oviedo, City Manager  
**SUBJECT:** Solid Waste Franchise First Amendment Term and Payment

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the first amendments to the City's solid waste franchise agreements with CR&R Incorporated and Waste Management and authorize the City Manager to execute the amendments.

**BACKGROUND:**

Since incorporation, due to the economic downturn, the City has been struggling financially. The City's financial problems were further exacerbated by the State's action last year that eliminated the City's entire Vehicle License Fee (VLF) budget of \$1.8 million through Senate Bill 89. Unlike the rest of the cities in the State of California the bill disproportionately impacted the newly incorporated cities of Riverside County.

Since that time staff has reduced the City budget by a like amount and has spent a significant amount of time restructuring the city finances. The overall financial goals have been to do the following:

1. Reduce the budget by reducing expenses
2. Adjust the City's user fees to match actual costs for service
3. Merge and/or acquire additional revenues in order to properly cost allocate expenses (i.e. Cemetery District merger, TUMF management, CSA transition)
4. Create additional value with existing contracts (i.e. City Attorney contract, Public Works)

Staff reviewed all the City's contracts with an eye towards saving money and possibly expanding services. For example, a sub-committee of the City Council was able to do just that with the City Attorney contract. The Council sub-committee changed the structure of the agreement to a retainer based model which contains provisions that were not in place as part of the original agreement.

Just like the City Attorney contract staff reviewed the solid waste franchise agreements in order to determine if there was a way to add value to the existing contracts for the purpose of gaining more services for our residents and additional revenue for the city.

By way of background when the City of Wildomar incorporated the solid waste franchise agreements from Riverside County transferred over to the city. The two solid waste franchises included Waste Management and CR&R. The haulers share the same city boundaries but the territories they cover are separated by the I-15 Freeway. Waste Management covers the area east of the I-15 Freeway and CR&R covers the area west of the I-15 Freeway. The solid waste haulers handle both residential and commercial (business) accounts.

As a result of the review of these agreements staff determined that there was a way to add value to the contract by extending the evergreen term from five years to ten years. Staff then presented the idea of extending the term of the agreement to the haulers with the goal of enticing them to sit down with City staff to negotiate for either services, revenue, or both. This proved successful and staff began the process of negotiating amendments to the existing franchise agreements.

Since waste hauling is a very specialized field, in order to understand the value of extending the evergreen provision in the franchise staff contracted with the firm "R3 Consulting." For the purpose of negotiating staff needed to place a value on the extension. Consequently, after the consultants developed a report for the city, staff was then able to meet with both solid waste haulers to negotiate amendments to their existing franchises. The result of the negotiations was a mutual agreement on the extension of the evergreen clause to ten years. For the extension the City would then receive a payment from each hauler for \$50,000 annual with the condition that the payment can not be passed on to the rate payer.

Staff is recommending the City Council authorize the City Manager to execute the first amendment to the franchise agreements with CR&R Incorporated and Waste Management to realize additional revenue to the City.

**FISCAL IMPACT:**

The City will receive \$50,000 annually from each waste hauler for a total of \$100,000 annually for the term of the agreement.

**ATTACHMENTS:**

First Amendment to Agreement between the City of Wildomar and CR&R Incorporated for the collection and transportation of solid waste and other specified services

First Amendment to Agreement between the City of Wildomar and Waste Management Inc. for the collection and transportation of solid waste and other specified services

Submitted & Approved By:  
Frank Oviedo  
City Manager

**AGREEMENT FOR EXTENSION OF FRANCHISE RIGHTS AND  
FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF  
WILDOMAR AND CR&R INCORPORATED FOR THE  
COLLECTION AND TRANSPORTATION OF SOLID WASTE AND  
OTHER SPECIFIED SERVICES**

This Agreement for Extension of Franchise Rights and First Amendment to Agreement Between the City of Wildomar and CR&R Incorporated for the Collection and Transportation of Solid Waste and Other Specified Services (“Extension Amendment”) is entered into this \_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Wildomar, a California general law city and municipal corporation (“City”) and CR&R Incorporated, a California corporation (“Franchisee”).

**RECITALS**

WHEREAS, Article XI, § 7 of the California Constitution authorizes cities to protect the public health and safety by taking measure in furtherance of their authority over police and sanitary matters; and,

WHEREAS, each city in California is vested with the power to exclusively control and provide within its territorial jurisdiction certain services critical to securing public health, safety, and sanitary manners, and inherent in such power is the right to confer a special and valuable privilege known as a franchise on one or more businesses to perform such service; and,

WHEREAS, provision of comprehensive refuse services is an essential governmental service which the California Legislature has recognized must remain under local control because it involves extensive management of health and safety aspects including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing refuse services; and

WHEREAS, the City has full discretion to provide for refuse services through its own forces, or by means of nonexclusive, partially exclusive or wholly exclusive franchise pursuant to the authority granted by Article XI, § 7 of the California Constitution and the California Integrated Waste Management Act of 1989 (Public Resources Code §§ 40000 et seq.) (“AB 939”); and,

WHEREAS, on or about June \_\_\_\_, 2009, the City and Franchisee entered into an Agreement for the Collection and Transportation of Solid Waste and Other Specified Services (“Agreement”), which had an original term of five (5) years; and,

WHEREAS, City desire to extend the term of the Franchise to the Franchisee for an additional five (5) years; and,

WHEREAS, in consideration for and recognition of the value of the special privilege conveyed to Franchisee in the form of the extension of the Franchise, Franchisee has agreed to provide City with an annual payment of \$50,000 separate and apart from the Franchise Agreement, which payment shall not be passed on to service recipients nor incorporated into rates charged by Franchisee to service recipients; and,

WHEREAS, the California Constitution Articles XIII (C) and (D), commonly known as “Proposition 218”, impose various substantive and procedural requirements upon public agencies that provide certain property-related services; and,

WHEREAS, Franchisee is under no obligation to comply with the requirements of Proposition 218, because under the Franchise Agreement, the comprehensive refuse services will be a private service, provided by a private company, which will serve only those customers who choose to both receive the service (rather than self-haul, which is authorized in WMC Section 8.104.060(C)), and to pay the service rates that are independently set and collected by CR&R; and,

WHEREAS, the franchise fees are not imposed by law and are not a fee for a service or a tax; therefore, they need not reflect the City’s costs. There are no statutory restrictions on the amount a city can charge a franchisee as a franchise fee for the special governmental privilege to provide comprehensive refuse services. Rather, franchise fees reflect the amount offered by the highest bidder or best contractual offer.

### **OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this Extension Agreement as follows:

#### **1. EXTENSION PAYMENT**

1.1 Payment. Beginning on \_\_\_\_\_, 201\_, and annually thereafter for the Term of the Franchise Agreement, Franchisee shall pay fifty thousand dollars (\$50,000) to City in consideration of the value of the Franchise rights extended to Franchisee. The first annual payment is due on \_\_\_\_\_, 20\_\_, and each succeeding payment due on \_\_\_\_\_ of each year thereafter.

#### **2. AMENDMENTS TO AGREEMENT**

2.1 Term. Section 3(C) of the Agreement is hereby amended to read as follows:

“This Agreement shall continue for a period of ten (10) years from the Effective Date. One year after the Effective Date of this Agreement, and annually thereafter, the Term of this Agreement shall be extended for an additional one year, unless no later than thirty (30) days prior thereto either the City or the Franchisee gives written notice of non-renewal to the other party. Only one notice of non-renewal shall be required hereunder. Notice of non-renewal need not be based on cause. The above provisions in no way affect the City’s right to terminate this Agreement following thirty (30) days notice for nonperformance, as provided in Sections 9 and 10 hereof.”

3. **GENERAL PROVISIONS.**

- 3.1 Remainder Unchanged. Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.
- 3.2 Integration. This First Amendment consists of pages 1 through 4 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.
- 3.3 Effective Date. This First Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Consultant.
- 3.4 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.
- 3.5 References. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment on the date and year first-above written.

**CITY OF WILDOMAR**

By: \_\_\_\_\_  
Frank Oviedo, City Manager

**ATTEST:**

\_\_\_\_\_

Debbie A. Lee, City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_

Thomas D. Jex, City Attorney

**CR&R INCORPORATED**

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

\_\_\_\_\_

Its: \_\_\_\_\_

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

\_\_\_\_\_

Its: \_\_\_\_\_

**AGREEMENT FOR EXTENSION OF FRANCHISE RIGHTS AND  
FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF  
WILDOMAR AND WASTE MANAGEMENT, INC. FOR THE  
COLLECTION AND TRANSPORTATION OF SOLID WASTE AND  
OTHER SPECIFIED SERVICES**

This Agreement for Extension of Franchise Rights and First Amendment to Agreement Between the City of Wildomar and Waste Management, Inc. for the Collection and Transportation of Solid Waste and Other Specified Services (“Extension Amendment”) is entered into this \_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Wildomar, a California general law city and municipal corporation (“City”) and Waste Management, Inc., a Delaware corporation (“Franchisee”).

**RECITALS**

WHEREAS, Article XI, § 7 of the California Constitution authorizes cities to protect the public health and safety by taking measure in furtherance of their authority over police and sanitary matters; and,

WHEREAS, each city in California is vested with the power to exclusively control and provide within its territorial jurisdiction certain services critical to securing public health, safety, and sanitary manners, and inherent in such power is the right to confer a special and valuable privilege known as a franchise to business to perform such service; and,

WHEREAS, provision of comprehensive refuse services is an essential governmental service which the California Legislature has recognized must remain under local control because it involves extensive management of health and safety aspects including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing refuse services; and

WHEREAS, the City has full discretion to provide for refuse services through its own forces, or by means of nonexclusive, partially exclusive or wholly exclusive franchise pursuant to the authority granted by Article XI, § 7 of the California Constitution and the California Integrated Waste Management Act of 1989 (Public Resources Code §§ 40000 et seq.) (“AB 939”); and,

WHEREAS, on or about June \_\_\_\_, 2009, the City and Franchisee entered into an Agreement for the Collection and Transportation of Solid Waste and Other Specified Services (“Agreement”), which had an original term of five (5) years; and,

WHEREAS, City desire to extend the term of the Franchise to the Franchisee for an additional five (5) years; and,

WHEREAS, in consideration for and recognition of the value of the special privilege conveyed to Franchisee in the form of the extension of the Franchise, Franchisee has agreed to provide City with an annual payment of \$50,000 separate and apart from the Franchise

Agreement, which payment shall not be passed on to service recipients nor incorporated into rates charged by Franchisee to service recipients; and,

WHEREAS, the California Constitution Articles XIII (C) and (D), commonly known as “Proposition 218”, impose various substantive and procedural requirements upon public agencies that provide certain property-related services; and,

WHEREAS, Franchisee is under no obligation to comply with the requirements of Proposition 218, because under the Franchise Agreement, the comprehensive refuse services will be a private service, provided by a private company, which will serve only those customers who choose to both receive the service (rather than self-haul, which is authorized in WMC Section 8.104.060(C)), and to pay the service rates that are independently set and collected by CR&R; and,

WHEREAS, the franchise fees are not imposed by law and are not a fee for a service or a tax; therefore, they need not reflect the City’s costs. There are no statutory restrictions on the amount a city can charge a franchisee as a franchise fee for the special governmental privilege to provide comprehensive refuse services. Rather, franchise fees reflect the amount offered by the highest bidder or best contractual offer.

### **OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this Extension Agreement as follows:

#### **1. EXTENSION PAYMENT**

1.1 Payment. Beginning on \_\_\_\_\_, 201\_, and annually thereafter for the Term of the Franchise Agreement, Franchisee shall pay fifty thousand dollars (\$50,000) to City in consideration of the value of the Franchise rights extended to Franchisee. The first annual payment is due on \_\_\_\_\_, 20\_\_, and each succeeding payment due on \_\_\_\_\_ of each year thereafter.

#### **2. AMENDMENTS TO AGREEMENT**

2.1 Term. Section 3(C) of the Agreement is hereby amended to read as follows:

“This Agreement shall continue for a period of ten (10) years from the Effective Date. One year after the Effective Date of this Agreement, and annually thereafter, the Term of this Agreement shall be extended for an additional one year, unless no later than thirty (30) days prior thereto either the City or the Franchisee gives written notice of non-renewal to the other party. Only one notice of non-renewal shall be required hereunder. Notice of non-renewal need not be based on cause. The above provisions in no way affect the City’s right to terminate this Agreement following thirty (30) days notice for nonperformance, as provided in Sections 9 and 10 hereof.”

3. **GENERAL PROVISIONS.**

- 3.1 Remainder Unchanged. Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.
- 3.2 Integration. This First Amendment consists of pages 1 through 4 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.
- 3.3 Effective Date. This First Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Consultant.
- 3.4 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.
- 3.5 References. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment on the date and year first-above written.

**CITY OF WILDOMAR**

By: \_\_\_\_\_  
Frank Oviedo, City Manager

**ATTEST:**

\_\_\_\_\_

Debbie Lee, City Clerk

**APPROVED AS TO FORM**

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

Thomas D. Jex, City Attorney

**WASTE MANAGEMENT, INC.**

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

\_\_\_\_\_

Its: \_\_\_\_\_

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

\_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.3**  
**GENERAL BUSINESS**  
**Meeting Date: November 14, 2012**

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**TO:** Mayor and City Council Members

**FROM:** Frank Oviedo, City Manager

**SUBJECT:** Solid Waste Franchise Second Amendment Additional Services and Fee Adjustments

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council approve the second amendment to the City's solid waste franchise agreements with CR&R Incorporated and Waste Management and authorize the City Manager to execute the Amendments.

**BACKGROUND:**

After the City of Wildomar incorporated the solid waste franchise agreements from Riverside County transferred over to the city. The two solid waste franchises included Waste Management and CR&R. The haulers share the same city boundaries but the territories they cover are separated by the I-15 Freeway. Waste Management covers the area east of the I-15 Freeway and CR&R covers the area west of the I-15 Freeway. The solid waste haulers handle both residential and commercial (business) accounts.

Through negotiation the City was able to add street sweeping to the solid waste contract to ensure our major arterial streets are sweep once a month. This service will assist in compliance with the City's MS4 Storm Water permit. This comes at no additional cost to the City and is not passed on in the rates to homeowners and businesses.

Additionally, the city was able to have a reduction in the commercial recycling rates included in the negotiated agreement. The goal is to provide some relief to businesses in order to encourage recycling from commercial accounts. This will also help in meeting the City's diversion goals as set by State law.

Included in CR&R's amendment but separate from the second amendment with Waste Management, and in an effort to keep the franchise amendments similar, CR&R has included some fees to match those of Waste Management and franchises in other jurisdictions in our region. The new fees will not impact current residents and businesses. They have become industry standards for managing account activity such as set up, overflow charges, and recycling contamination.

In order to implement the street sweeping services and fee adjustments to the contract a second amendment must be adopted by the City Council to address these changes. For these reasons staff is recommending the City Council authorize the City Manager to execute the second amendments to the franchises with Waste Management and CR&R Incorporated.

**FISCAL IMPACT:**

There is no direct fiscal impact to the City of Wildomar. The street sweeping will save the City funds that can be used to address other road issues and conditions.

Submitted & Approved By:  
Frank Oviedo  
City Manager

**ATTACHMENTS:**

Second Amendment to Agreement - CR&R Incorporated  
Second Amendment to Agreement - Waste Management, Inc.

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY  
OF WILDOMAR AND CR&R INCORPORATED FOR THE  
COLLECTION AND TRANSPORTATION OF SOLID WASTE AND  
OTHER SPECIFIED SERVICES**

This Second Amendment to Agreement Between the City of Wildomar and CR&R Incorporated for the Collection and Transportation of Solid Waste and Other Specified Services (“Second Amendment”) is entered into this \_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Wildomar, a California general law city and municipal corporation (“City”) and **CR&R Incorporated**, a California corporation (“Franchisee”).

**RECITALS**

WHEREAS, on or about June 10, 2009, the City and Franchisee entered into an Agreement for the Collection and Transportation of Solid Waste, Recyclable Materials, Green Waste, Construction Debris and Other Specified Services (“Agreement”); and,

WHEREAS, City now desires to amend the Agreement to provide for reduced commercial recycling rates, additional street sweeping services throughout the City’s arterials, and modified fees and contract terms; and,

WHEREAS, City and Franchisee have executed a First Amendment to the Agreement contemporaneously with the execution of this Second Amendment.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this Second Amendment as follows:

**1. AMENDMENTS TO SCHEDULE OF APPROVED RATES**

1.1 Commercial Recycling Rates. The commercial recycling rates as set forth in the Schedule of Approved Rates referenced in Exhibit “E” of the Agreement, shall be reduced effective December 1, 2012 to the following amounts:

Commercial, industrial and multi family recycling monthly bin rates (one three cubic yard bin) with the following pickups per week:

1x per week	\$65.67
2x per week	\$131.33
3x per week	\$197.00
4x per week	\$262.67
5x per week	\$328.33
6x per week	\$393.99

1.2 New Fees. The Schedule of Approved Rates referenced in Exhibit “E” of the Agreement shall be amended to include the new rates listed below, which rates

shall become effective December 1, 2012 and may be adjusted on an annual basis as provided in Exhibit "F" to the Agreement:

Roll Off Set Up Fee: \$26.00 per account  
Roll Off Container Relocation/Trip Fee: \$67.54 per container  
Daily Roll Off Inactivity Fee: \$10.00 per day after seventh day  
Commercial Bin Set Up Fee: \$26.00 per account  
Commercial Bin Delivery Fee: \$50.00 per bin  
Commercial Overflow Fee: \$50.00 per occurrence  
Recycle Bin Contamination Fee: \$45.00 per bin  
Temporary Commercial Bin Inactivity Fee: \$5.00 per day after the seventh day  
Residential Set Up Fee: \$20.00 per account  
Other Associated Work (OAW) for Street Sweeping: \$85.00 per hour (port to port)

## 2. **AMENDMENTS TO THE AGREEMENT**

### 2.1 Commercial Bin Overflow.

A new paragraph (3) of subdivision (C) of Section 5 is hereby added to the Agreement to read as follows:

"Where Franchisee identifies instances of overfilling of containers, it will document the overfilling through the use of film or digital photography. Franchisee will present evidence of the overfilling to the commercial/industrial account through a letter with an attached picture detailing the occurrence of overflowing containers. Where such evidence was presented to the commercial/industrial account and Franchisee documents another instance of overfilling within one year of such presentation, Franchisee is authorized to charge an overage fee as outlined in the Schedule of Fees. In addition Franchisee may contact the customer to discuss the option of modifying their existing service levels to meet their current needs."

### 2.2 Street Sweeping Services.

A new subdivision (J) of Section 5 is hereby added to the Agreement to read as follows:

"J. Street Sweeping Services.

Beginning January 1, 2013, and continuing until the expiration or termination of this agreement, Franchisee shall provide street sweeping services in accordance with the terms and conditions set forth below. Franchisee has offered to provide street sweeping services as part of the standard services provided under this agreement.

1) Manner of Service

Franchisee shall provide a complete sweep of approximately eighteen (18) curb miles of major arterial streets within the City Limits of the City of Wildomar. The proposed area is located within CR&R's Franchise Area as outlined in the attached franchise area map. Franchisee shall be responsible for sweeping all curbs and gutters of the subject streets. Franchisee shall obey all laws governing the operation of the sweepers on a public street, and shall perform its operations so that sweepers are traversing their routes in the normal direction of traffic.

2) Water

Franchisee shall obtain water from City owned hydrants. Water shall be free of charge for the water necessary in the street sweeping operation. The proper volume and pressure shall be supplied by the sweeper at all times for adequate dust control during the sweeping operation.

3) Sweeper Speed

Franchisee shall operate the sweepers at a speed of not more than nine (9) miles per hour when sweeping or when the sweeper brooms are down, unless Franchisee can demonstrate that the sweeper can operate efficiently and safely at a higher speed.

4) Width of Sweeper Path

Franchisee shall sweep a path, with curbside broom down, with a width of approximately eight (8) feet unless parked vehicles, structures, or other objects prohibit the safe sweeping. The path shall begin at the face of the curb, and include the flow line of the gutter. Unless blocked by parked cars or containers the face of the curb and gutter shall always be included within the sweeper path. On those streets with no curb, the width of the sweeper path shall be not less than approximately eight (8) feet measured from the painted white line along the edge of the pavement.

5) Frequency and Day of Service

Franchisee shall provide street sweeping service for each curb mile of major arterial streets in the City once per month on a scheduled route basis. However, in those instances where the scheduled street sweeping service day falls on a Holiday, Franchisee shall resume sweeping service on the next scheduled service day.

6) Hours of Service

Franchisee shall provide street sweeping service on major arterial streets within the City of Wildomar commencing no earlier than 8:00 p.m. and terminating no later than 7:00 a.m., Monday through Friday with no service on Saturday, Sunday or Holidays. The hours, days or both of service may be extended due to extraordinary circumstances or conditions.

7) Temporary Changes to Street Sweeping Schedule

City and Franchisee acknowledge that during the term of this Agreement it may be necessary or desirable to temporarily modify the street sweeping schedule under which Franchisee provides street sweeping service. Conditions which may cause the Franchisee to temporarily abstain from sweeping a street or an area to be swept include the following:

- Construction or development on or along a street.
- Pavement maintenance activities, including the chip seal program or the slurry seal program
- Inclement weather when running water is in the gutter or street such that sweeping is ineffective.
- Special sweeping on alternative schedule.
- Consistent non-compliance of citizens to remove parked cars during sweep days.
- Other legitimate reasons that make sweeping impractical as determined by the Franchisee.

8) Route Maps

Franchisee shall provide the City with street sweeping service route maps which show the major arterial streets to be swept. The maps may be provided in a format that can be posted to the City's website.

9) Hazardous Waste

Franchisee shall not be required to remove any Hazardous Waste from the street surface. If in the course of performing street sweeping services, any suspected Hazardous Wastes are encountered, Franchisee shall immediately report the location to the City Representative or Fire Department personnel.

10) Disposal of Sweep Waste

Franchisee shall transport and deliver to an approved disposal location all sweeper waste collected as a result of performing street sweeping services.

11) Other City Street Sweeping Service

If during the Term of this Agreement, circumstances exist which require work associated with the street sweeping service program that are not specifically provided for in this Agreement, the City Representative may require Franchisee to perform such other associated work (“OAW”). When Franchisee performs OAW, the labor, materials, and equipment used in the performance of such work shall be subject to the prior written approval of the City Representative and charged as specified in the approved Schedule of Rates. Examples of OAW that Contractor may be required to perform includes but are not limited to: performance of special sweeps, flood clean-up, street sanitation for parades and celebrations, construction clean up services caused by the City or private contractors, City requested clean-up services and any contingency where sweeper and supporting sweeper equipment could assist in a particular instance.”

2.3 Notice of Rate Changes. Subdivision (C) of Section 14 of the Agreement is hereby amended to read as follows:

“C. Notice of Rate Changes

The Franchisee shall provide customers a minimum of thirty (30) days written notice of the implementation of changes in any of its rates and charges provided Franchisee has ninety (90) days notice from City regarding approved changes in landfill fees and Consumer Price Index adjustments. The wording of the notice shall be submitted to the Director ten (10) days in advance of its release, and shall be approved as to form prior to release.

The Service Component compromises seventy-five percent (75%) of the rate. The Service Component will be adjusted by the average of the monthly percentage change in the Consumer Price Index, All Urban Consumers, for the Los Angeles/Orange County/Riverside Metropolitan Area (1982 -84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics, (“CPI”) for the January to December period immediately preceding the effective date of the rate adjustment.

The Disposal/Green Waste Processing Component compromises twenty-five percent (25%) of the rate. The Disposal/Green Waste Processing Component will be adjusted by the greater of:

- (1) The average of the monthly percentage change in the CPI for the January to December period immediately preceding the effective date of the rate adjustment; or
- (2) The percentage change in the per ton tipping fee established by the Riverside County Waste Management Department for disposal of Solid Waste generated within Riverside County at landfills

comprising the County System (Badlands Landfill, Lamb Canyon Landfill, El Sobrante Landfill) for the January to December period immediately preceding the effective date of the rate adjustment.

In the event of a conflict between the existing language regarding rate adjustments as set forth Exhibit F, paragraph “1” of the Agreement, and subdivision (C) of Section 14 as amended herein, Section 14(C) as amended shall prevail.

**3. GENERAL PROVISIONS**

3.1 Remainder Unchanged. Except as specifically modified and amended in this Second Amendment, the Agreement remains in full force and effect and binding upon the parties.

3.2 Integration. This Second Amendment consists of pages 1 through 6 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Second Amendment.

3.3 Effective Date. This Second Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Consultant.

3.4 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Second Amendment.

3.5 References. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Second Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this Second Amendment.

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(Signatures on next page)

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment on the date and year first-above written.

**CITY OF WILDOMAR**

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

Frank Oviedo, City Manager

**ATTEST:**

\_\_\_\_\_

Debbie Lee, City Clerk

**APPROVED AS TO FORM**

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

Thomas D. Jex, City Attorney

**CR&R INCORPORATED**

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

\_\_\_\_\_

Its: \_\_\_\_\_

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

\_\_\_\_\_

Its: \_\_\_\_\_

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY  
OF WILDOMAR AND WASTE MANAGEMENT, INC. FOR THE  
COLLECTION AND TRANSPORTATION OF SOLID WASTE AND  
OTHER SPECIFIED SERVICES**

This Second Amendment to Agreement Between the City of Wildomar and Waste Management, Inc. for the Collection and Transportation of Solid Waste and Other Specified Services (“Second Amendment”) is entered into this \_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Wildomar, a California general law city and municipal corporation (“City”) and **Waste Management, Inc.**, a Delaware corporation (“Franchisee”).

**RECITALS**

WHEREAS, on or about June 10, 2009, the City and Franchisee entered into an Agreement for the Collection and Transportation of Solid Waste, Recyclable Materials, Green Waste, Construction Debris and Other Specified Services (“Agreement”); and,

WHEREAS, City now desires to amend the Agreement to provide for reduced commercial recycling rates, additional street sweeping services throughout the City’s arterials, and modified fees and contract terms; and,

WHEREAS, City and Franchisee have executed a First Amendment to the Agreement contemporaneously with the execution of this Second Amendment.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this Second Amendment as follows:

**1. AMENDMENTS TO SCHEDULE OF APPROVED RATES**

1.1 **Commercial Recycling Rates.** The commercial recycling rates as set forth in the Schedule of Approve Rates referenced in Exhibit “E” of the Agreement, shall be reduced effective December 1, 2012 to the following amounts:

Commercial, industrial and multi family **recycling** monthly bin rates (one three cubic yard bin) with the following pickups per week:

1x per week	\$65.67
2x per week	\$131.33
3x per week	\$197.00
4x per week	\$262.67
5x per week	\$328.33
6x per week	\$393.99

## 2. AMENDMENTS TO THE AGREEMENT

2.1 Street Sweeping Services. A new subdivision (J) to Section 5 is hereby added to the Agreement to read as follows:

“Beginning January 1, 2013 and continuing until the expiration or termination of this agreement, Franchisee shall provide street sweeping services in accordance with the terms and conditions set forth below. Franchisee has offered to provide street sweeping services as part of the standard services provided under this agreement.

1) Manner of Service

Franchisee shall provide a complete sweep of approximately eighteen (18) curb miles of major arterial streets within the City Limits of the City of Wildomar. The proposed area is located within Franchisee’s Franchise Area as outlined in the attached franchise area map. Franchisee shall be responsible for sweeping all curbs and gutters of the subject streets. Franchisee shall obey all laws governing the operation of the sweepers on a public street, and shall perform its operations so that sweepers are traversing their routes in the normal direction of traffic.

2) Water

Franchisee shall obtain water from City owned hydrants. Water shall be free of charge for the water necessary in the street sweeping operation. The proper volume and pressure shall be supplied by the sweeper at all times for adequate dust control during the sweeping operation.

3) Sweeper Speed

Franchisee shall operate the sweepers at a speed of not more than nine (9) miles per hour when sweeping or when the sweeper brooms are down, unless Franchisee can demonstrate that the sweeper can operate efficiently and safely at a higher speed.

4) Width of Sweeper Path

Franchisee shall sweep a path, with curbside broom down, with a width of approximately eight (8) feet unless parked vehicles, structures, or other objects prohibit the safe sweeping. The path shall begin at the face of the curb, and include the flow line of the gutter. Unless blocked by parked cars or containers the face of the curb and gutter shall always be included within the sweeper path. On those streets with no curb, the width of the sweeper path shall be not less than approximately eight (8) feet measured from the painted white line along the edge of the pavement.

5) Frequency and Day of Service

Franchisee shall provide street sweeping service for each curb mile of major arterial streets in the City once per month on a scheduled route basis. However, in those instances where the scheduled street sweeping service day falls on a Holiday, Franchisee shall resume sweeping service on the next scheduled service day.

6) Hours of Service

Franchisee shall provide street sweeping service on major arterial streets within the City of Wildomar commencing no earlier than 8:00 p.m. and terminating no later than 7:00 a.m., Monday through Friday with no service on Saturday, Sunday or Holidays. The hours, days or both of service may be extended due to extraordinary circumstances or conditions.

7) Temporary Changes to Street Sweeping Schedule

City and Franchisee acknowledge that during the term of this Agreement it may be necessary or desirable to temporarily modify the street sweeping schedule under which Franchisee provides street sweeping service. Conditions which may cause the Franchisee to temporarily abstain from sweeping a street or an area to be swept include the following:

- Construction or development on or along a street.
- Pavement maintenance activities, including the chip seal program or the slurry seal program
- Inclement weather when running water is in the gutter or street such that sweeping is ineffective.
- Special sweeping on alternative schedule.
- Consistent non-compliance of citizens to remove parked cars during sweep days.
- Other legitimate reasons that make sweeping impractical as determined by the Franchisee.

8) Route Maps

Franchisee shall provide the City with street sweeping service route maps which show the major arterial streets to be swept. The maps may be provided in a format that can be posted to the City's website.

9) Hazardous Waste

Franchisee shall not be required to remove any Hazardous Waste from the street surface. If in the course of performing street sweeping services, any suspected Hazardous Wastes are encountered, Franchisee shall

immediately report the location to the City Representative or Fire Department personnel.

10) Disposal of Sweep Waste

Franchisee shall transport and deliver to an approved disposal location all sweeper waste collected as a result of performing street sweeping services.

11) Other City Street Sweeping Service

If during the Term of this Agreement, circumstances exist which require work associated with the street sweeping service program that are not specifically provided for in this Agreement, the City Representative may require Franchisee to perform such other associated work (“OAW”). When Franchisee performs OAW, the labor, materials, and equipment used in the performance of such work shall be subject to the prior written approval of the City Representative and charged as specified in the approved Schedule of Rates. Examples of OAW that Contractor may be required to perform includes but are not limited to: performance of special sweeps, flood clean-up, street sanitation for parades and celebrations, construction clean up services caused by the City or private contractors, City requested clean-up services and any contingency where sweeper and supporting sweeper equipment could assist in a particular instance.”

2.2 Notice of Rate Changes. Subdivision (C) of Section 14 of the Agreement is hereby amended to read as follows:

“C. Notice of Rate Changes

The Franchisee shall provide customers a minimum of thirty (30) days written notice of the implementation of changes in any of its rates and charges provided Franchisee has ninety (90) days notice from City regarding approved changes in landfill fees and Consumer Price Index adjustments. The wording of the notice shall be submitted to the Director ten (10) days in advance of its release, and shall be approved as to form prior to release.

The Service Component comprises seventy-five percent (75%) of the rate. The Service Component will be adjusted by the average of the monthly percentage change in the Consumer Price Index, All Urban Consumers, for the Los Angeles/Orange County/Riverside Metropolitan Area, (1982 -84 = 100), as published by the United States Department of Labor, Bureau of Labor Statistics, (“CPI”) for the January to December period immediately preceding the effective date of the rate adjustment.

The Disposal/Green Waste Processing Component comprises twenty-five percent (25%) of the rate. The Disposal/Green Waste Processing Component will be adjusted by the greater of:

- (1) The average of the monthly percentage change in the CPI for the January to December period immediately preceding the effective date of the rate adjustment; or
- (2) The percentage change in the per ton tipping fee established by the Riverside County Waste Management Department for disposal of Solid Waste generated within Riverside County at landfills comprising the County System (Badlands Landfill, Lamb Canyon Landfill, El Sobrante Landfill) for the January to December period immediately preceding the effective date of the rate adjustment.”

In the event of a conflict between the existing language regarding rate adjustments as set forth Exhibit F, paragraph “1” of the Agreement, and subdivision (C) of Section 14 as amended herein, Section 14(C) as amended shall prevail.

### 3. GENERAL PROVISIONS.

- 3.1 Remainder Unchanged. Except as specifically modified and amended in this Second Amendment, the Agreement remains in full force and effect and binding upon the parties.
- 3.2 Integration. This Second Amendment consists of pages 1 through 6 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Second Amendment.
- 3.3 Effective Date. This Second Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Consultant.
- 3.4 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Second Amendment.
- 3.5 References. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Second Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this Second Amendment.

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(Signatures on next page)

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment on the date and year first-above written.

**CITY OF WILDOMAR**

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

Frank Oviedo, City Manager

**ATTEST:**

\_\_\_\_\_

Debbie Lee, City Clerk

**APPROVED AS TO FORM**

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

Thomas D. Jex, City Attorney

**WASTE MANAGEMENT, INC.**

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

\_\_\_\_\_

Its: \_\_\_\_\_

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

\_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.4**  
**GENERAL BUSINESS**  
**Meeting Date: November 14, 2012**

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**TO:** Mayor and City Council Members

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

**SUBJECT:** Maintenance Contracts for the Landscaping and Lighting Maintenance District No. 89-1-Consolidated, Zones 3 (Locations 7, 23, 24, 25, 29, 35, 42, 43, 45, 47, 49, & 53), 29 (Location 2), 30 (Locations 1 & 2), 42, 51, 52, 59, 62, 67, 71, & 90, and Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73, & 88

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council authorize Staff to pursue the assumption of the responsibilities and oversight for the maintenance contracts for Zone 3, locations 7, 23, 24, 25, 29, 35, 42, 43, 45, 47 & 49; Zone 29, location 2; Zone 30, locations 1 & 2; Zones 42, 51, 52, 59, 62, 67, 71, & 90; and Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73, & 88 of Landscaping and Lighting Maintenance District No. 89-1-Consolidated (hereinafter “L&LMD No. 89-1C”) effective January 1, 2013.

**BACKGROUND:**

During the June 12, 2012 City Council Meeting, the Council adopted the resolution to levy the proposed assessments for L&LMD 89-1c, Zones 3, 29, 30, 51, 52, 59, 62, 67, 71, and 90 and Street Lighting Zones 18, 26, 27, 35, 50, 70, 71, 73, and 88.

To date, the Maintenance contracts for the Assesment District have been administered by the Riverside County Transportation Department. This has proven valuable in the past; however, the City of Wildomar is now in the position to be able to assume the role as administrator of the City’s Assessment District. City Staff have been meeting with County representatives to coordinate this effort. Attachment “A” indicates all of the existing Zone specific contracts and the status of each.

There are presently 376,250 square feet (8.6 acres) of landscaping and irrigation maintained within the City through contracts with three (3) contractors. All of the contractors are responsible for the water costs.

Recently, the County has informed City Staff that they are terminating the Contractor for Zone 3 due to lack of performance. This Zone is presently advertized for bids with an anticipated opening in early December, 2012.

The remaining Zone contracts will expire on June 30, 2013. Staff will review the contracts to maximize efficiencies and re-bid the contracts during the spring of 2013. This will enable new contracts to begin by July 2013.

The County is presently re-bidding the contract to maintain the City's 44 fossil fuel filters. These are maintained three times per year.

The 700 Landscape Maintenance District trees are trimmed through a County-wide contract with United Pacific Services. If the City assumes the administration of the contracts, City staff will assume the responsibility for only the City's portion of the contract and review the service provided to determine if there is a more efficient way to deliver these services. The present cost is \$39 per palm tree, and \$37 per tree for all other types of trees. In reviewing the costs of other City tree trimming programs, this is a fairly reasonable price.

The backflow devices are serviced and maintained through a County-wide contract with Ochoa's Backflow Service. There are 18 backflow devices within the City. If the City assumes the administration of the contracts, City Staff will assume the responsibility of only the City's portion of the contract and review the services provided to determine the most cost effective form of future service.

The 21 water meters (3 reclaimed) are maintained by the Elsinore Valley Municipality Water District.

Southern California Edison (SCE) maintains the streetlights within the City's Street Lighting Zones 18, 26, 27, 35, 50,70,71,73, and 88. SCE owns the existing facilities and operates and maintains those facilities as part of the LS-1 tariff charged for streetlights. The assessments are to fund the SCE energy and maintenance costs. The Community Services Director will act a liason with SCE on City and resident issues regarding the streetlights.

If the City Council authorizes Staff to pursue the assumption of the contracts, a number of legal and technical questions must be resolved so that the City may consider all of the proper legal documentation to ensure that the transition is legally sound. City Staff will work with the City Attorney and County representatives to identify all requirements and present the steps to the City Council for consideration in the near future.

The Community Services Director is proposed to be the responsible Department Head for these contracts. The following is the schedule of the proposed transition:

November 12, 2012: City Council approval to pursue the assumption of the responsibility to administer all contracts for L&LMD 89-1c.

November-December 2012: The Community Development Director will work with Riverside County representatives on the details of each contract administration. Meetings will be conducted with the City, County, and each contractor to facilitate the transition.

November-December, 2013: The City Attorney, City Staff, and County Representatives will work together to determine all of the legal and administrative steps required to complete the transition of the contracts from the County to the City.

January 1, 2013: County will terminate all of the Purchase Orders (P.O.s) for the contracts. The City issue City P.O.s for the assumption of the existing contracts. The Community Development Director will assume the responsibility for the administration of all contracts under L&LMD 89-1c.

### **FISCAL IMPACT**

The annual budget for fiscal year 2012-13 totals \$300,602. Approval of this item will allow the City of Wildomar to begin the process to assume the responsibility of administration for the L&LMD 89-1c. To date, the Auditor Controller has collected the assessments and forwarded the funding to the County. City Staff is working with the Auditor Controller's Office and the County to have the assessments transferred directly to the City in the future. City Staff is also working with the County to reconcile the assessment fund balance and forward it to the City.

Submitted by:  
Tim D'Zmura  
Public Works Director

Approved by:  
Frank Oviedo  
City Manager

### **ATTACHMENTS:**

A – L&LMD existing contracts spreadsheets  
B – Tentative action plan

**L&L LMD 89-1C EXISTING ZONE CONTRACTS**

<b>ZONE</b>	<b>CONTRACTOR</b>	<b>CONTRACT LENGTH</b>	<b>STATUS</b>	<b>EXPIRATION DATE</b>	<b>MONTHLY AMOUNT</b>	<b>YEARLY AMOUNT</b>
3	Executive Landscape	3 years	3rd year	30-Jun-13	\$ 5,203.00	\$ 62,436.00
29	Inland Empire Landscape	3 years	3rd year	30-Jun-13	\$ 300.00	\$ 3,600.00
30	Excel Landscape	3 years	3rd year	30-Jun-13	\$ 1,195.00	\$ 14,340.00
42	Executive Landscape	3 years	3rd year	30-Jun-13	\$ 1,045.00	\$ 12,540.00
51	Executive Landscape	3 years	3rd year	30-Jun-13	\$ 265.00	\$ 3,180.00
52	Excel Landscape	3 years	3rd year	30-Jun-13	\$ 390.00	\$ 4,680.00
59	Fossil fuel filters - Presently advertized for bid					
62	Contract advertized for bid					
67	N/A	Not Active				
71	Inland Empire Landscape	3 years	3rd year	30-Jun-13	\$ 260.00	\$ 3,120.00
90	N/A	Not Active				
					<b>\$ 8,658.00</b>	<b>\$ 103,896.00</b>

## TENTATIVE ACTION PLAN

ZONE	COUNTY ACTION	CITY ACTION	DATE OF CITY ACTION	CONTRACTOR
3	Contract Termination Presently Re-bid	Award Contract	December, 2012	To be Determined
29	Terminate P.O.	Issue City P.O.	January, 2013	Inland Empire Landscape
30	Terminate P.O.	Issue City P.O.	January, 2013	Excel Landscape
42	Terminate P.O.	Issue City P.O.	January, 2013	Executive Landscape
51	Terminate P.O.	Issue City P.O.	January, 2013	Executive Landscape
52	Terminate P.O.	Issue City P.O.	January, 2013	Excel Landscape
59	Terminate P.O.	Issue City P.O.	January, 2013	To be Determined
62	Terminate P.O.	Issue City P.O.	January, 2013	To be Determined
67	Not Active	N/A	N/A	N/A
71	Terminate P.O.	Issue City P.O.	January, 2013	Inland Empire Landscape
90	Not Active	N/A	N/A	N/A
Tree Trimming	N/A	Issue City P.O.	January, 2013	United Pacific Services

<b>Backflow</b>	<b>N/A</b>	<b>Issue City P.O.</b>	<b>January, 2013</b>	<b>Ochoa's Backflow</b>
<b>ALL</b>	<b>Pass Joint Resolution</b>	<b>Pass Joint Resolution</b>	<b>December, 2013</b>	<b>N/A</b>
<b>ATTACHMENT B</b>				

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.5**  
**GENERAL BUSINESS**  
**Meeting Date: November 14, 2012**

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**TO:** Mayor and City Council Members  
**FROM:** Gary Nordquist, Finance and Administration  
**SUBJECT:** Classification and Compensation Plan

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2012 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, ESTABLISHING THE CLASSIFICATION/COMPENSATION PLAN  
AND AUTHORIZING THE ADDITION OF 33 POSITION DESCRIPTIONS IN  
ACCORDANCE WITH ORDINANCE NO. 53

**BACKGROUND/DISCUSSION:**

On May 9, 2012, Council approved by Resolution 2012-20 the Fiscal Year 2012-13 Budget which provided for replacing two contractually filled positions by appropriating funds for two City employee positions: a Planning Director and a Community Services Manager. The City Municipal Code, Ordinance Number 53, section 2.07.020 (c) requires that new positions shall not be created and filled until the classification/compensation plan has been amended to provide for such positions. Although the action taken by the Council on May 9, 2012 approved the budget funding for these positions, the actions did not include formally establishing the positions and the classification/compensation plan.

During the review of the personnel rules, specifically the section 2.07.020 Classification, it was determined that a formal plan should be prepared as compared to incrementally adding positions. This classification and compensation plan includes position descriptions and salary's for the city's possible future staffing, growth positions by career categories and most importantly serves as a basis for cost comparisons in determining to fill a city need with city staff employees or outside contract personal. Of the numerous positions included in the following schedules, only 9 of these positions are funded during fiscal year 2012-13 and two of those positions are not currently filled.

**The Schedules:**

1. The "Position Classification" schedule includes 33 position classifications which have been assigned salary grades based on a survey of similar positions in the surrounding cities. In all positions the starting salary range is below all five of the surveyed cities. Additionally, the positions have been designated as "Exempt or Non-Exempt" per the Fair Labor Standards Act and each position has been

categorized per like employee groups such as General Employee, Management Employee or Executive Employees.

2. The “General Salary” schedule starting at minimum wage is assigned a pay grade number and each pay grade number is increased by 5 percent. Each pay grade is then calibrated by 10 steps, increasing by 2.5 percent per step. This is typically used for salary adjustments in conjunction with performance evaluations. Three Tables are included for the General Salary schedule providing annual salary, monthly salary or hourly rates for each pay grade.
3. The “General Benefits” schedule provides the benefits unique to each employee category per the personnel rules, amendments, council actions or contracts as approved by the City Council.
4. The “Position Classification Descriptions” provide the detail characteristics of each position title. During the past several years, the City Council has approved five of these for existing employees and these are also included in this plan for consistency.

A number of pension reform changes have recently been approved at the State level which will have some impact on the City and its employees. The actions recommended in this report are not affected by those State pension reforms. Staff will be providing a report and recommendation addressing the new pension reform measures during the first quarter of 2013.

**FISCAL IMPACTS:**

Aligning existing staff salary rates with the proposed salary tables and pay grades will result in a minor fiscal impact of approximately \$2,651 in the General Fund and \$17,314 in the Cemetery fund. These fiscal impacts will be accommodated with budget changes at the first quarter budget review.

Submitted by:  
Gary Nordquist  
Assistant City Manager

Approved by:  
Frank Oviedo  
City Manager

**RESOLUTION NO. 2012 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ESTABLISHING THE CLASSIFICATION/COMPENSATION PLAN AND AUTHORIZING THE ADDITION OF 33 POSITION DESCRIPTIONS IN ACCORDANCE WITH ORDINANCE NO. 53**

**WHEREAS**, The City of Wildomar was incorporated July 1, 2008 and adopted Ordinance 08-14 establishing the Personnel Rules and at the City Council meeting of October 13, 2010, the Ordinance was repealed and replaced by Ordinance 53, adding Chapter 2.07 to the Wildomar Municipal Code establishing the City of Wildomar Personnel Rules and;

**WHEREAS**, Ordinance No. 53, among other things, states that the City Council shall have the authority to adopt, amend or repeal the Personnel Rules and the Human Resources Officer shall have authority to prepare and recommend revisions to the Personnel Rules and;

**WHEREAS**, The Human Resources Officer of the City of Wildomar researched and surveyed like positions in similar cities and recommends that a classification/compensation plan be established and include the position classification titles and classification groups as required by City Municipal Code Ordinance Number 53, section 2.07.020.

**NOW, THEREFORE, BE IT RESOLVED** that the salary ranges, steps and hourly rates, position classifications and benefits for city employees in the City of Wildomar shall be set forth on the following schedules:

- Exhibit "A" Position Classification Schedule
- Exhibit "B" General Salary Schedule
- Exhibit "C" General Benefits Schedule
- Exhibit "D" Position Classification Descriptions

**BE IT FURTHER RESOLVED** that the salary ranges and steps contained in this resolution shall become effective on November 19, 2012 or on the date specified by the individual salary schedule or contract.

**PASSED, APPROVED AND ADOPTED** this 14th day of November 2012.

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Ben J. Benoit  
Mayor

APPROVED AS TO FORM:

ATTEST:

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Thomas D. Jex  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

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Exhibit A  
 Position Classification Schedule  
 November 14, 2012

<b>City of Wildomar Position Classification Schedule</b>				
<b>Pay Grade</b>	<b>Classification</b>	<b>FLSA Status</b>	<b>Group</b>	<b>Career Family</b>
31	Accounting Manager	Exempt	Mgmt	Accounting
21	Administrative Analyst	Non-Exempt	General	Administration
25	Administrative Analyst II	Non-Exempt	General	Administration
28	Administrative Analyst - Senior	Non-Exempt	General	Administration
15	Administrative Assistant	Non-Exempt	General	Administration
39	Administrative Services Director	Exempt	Mgmt	Administration
15	Animal Services Officer	Non-Exempt	General	Animal Control
22	Animal Services Supervisor	Non-Exempt	General	Animal Control
22	Assistant City Clerk	Non-Exempt	General	City Clerk
45	Assistant City Manager	Exempt	Exec	Administration
23	Building Inspector I	Non-Exempt	General	Building
25	Building Inspector II	Non-Exempt	General	Building
35	Building Official	Exempt	Mgmt	Building
32	City Clerk	Exempt	Mgmt	City Clerk
39	City Engineer	Exempt	Mgmt	Engineering
NA	City Manager - Contract \$179,000	Exempt	Exec	City Manager
19	Code Enforcement Officer I	Non-Exempt	General	Code
21	Code Enforcement Officer II	Non-Exempt	General	Code
39	Community Services Director	Exempt	Mgmt	Community Services
29	Community Services Manager	Exempt	Mgmt	Community Services
19	Development Services Technician	Non-Exempt	General	Building
30	Economic Development Manager	Exempt	Mgmt	Economic Development
39	Finance Director	Exempt	Mgmt	Finance
15	Groundswoker I	Non-Exempt	General	Maintenance
17	Groundswoker II	Non-Exempt	General	Maintenance
19	Groundswoker- Senior	Non-Exempt	General	Maintenance
1	Intern	Non-Exempt	General	Administration
23	Manager of Operations and Maintenance	Exempt	Mgmt	Maintenance
39	Planning Director	Exempt	Mgmt	Planning
23	Plans Examiner	Non-Exempt	General	Building
39	Public Works Director	Exempt	Mgmt	Public Works
3	Recreation Leaders I	Non-Exempt	General	Community Services
4	Recreation Leader II	Non-Exempt	General	Community Services

**Exhibit B**  
**General Salary Table 1– Annual Salary**  
**November 14, 2012**

Annual Salary by Pay Grade and Step										
Salary Steps @ 2.5%										
Pay Grades	A	B	C	D	E	F	G	H	I	J
1	\$ 16,640.00	\$ 17,056.00	\$ 17,482.40	\$ 17,919.46	\$ 18,367.45	\$ 18,826.63	\$ 19,297.30	\$ 19,779.73	\$ 20,274.22	\$ 20,781.08
2	17,472.00	17,908.80	18,356.52	18,815.43	19,285.82	19,767.96	20,262.16	20,768.72	21,287.94	21,820.13
3	18,345.60	18,804.24	19,274.35	19,756.20	20,250.11	20,756.36	21,275.27	21,807.15	22,352.33	22,911.14
4	19,262.88	19,744.45	20,238.06	20,744.01	21,262.62	21,794.18	22,339.04	22,897.51	23,469.95	24,056.70
5	20,226.02	20,731.67	21,249.97	21,781.22	22,325.75	22,883.89	23,455.99	24,042.39	24,643.45	25,259.53
6	21,237.33	21,768.26	22,312.46	22,870.28	23,442.03	24,028.08	24,628.79	25,244.51	25,875.62	26,522.51
7	22,299.19	22,856.67	23,428.09	24,013.79	24,614.13	25,229.49	25,860.23	26,506.73	27,169.40	27,848.63
8	23,414.15	23,999.50	24,599.49	25,214.48	25,844.84	26,490.96	27,153.24	27,832.07	28,527.87	29,241.07
9	24,584.86	25,199.48	25,829.47	26,475.20	27,137.08	27,815.51	28,510.90	29,223.67	29,954.26	30,703.12
10	25,814.10	26,459.45	27,120.94	27,798.96	28,493.94	29,206.29	29,936.44	30,684.85	31,451.98	32,238.28
11	27,104.81	27,782.43	28,476.99	29,188.91	29,918.63	30,666.60	31,433.27	32,219.10	33,024.57	33,850.19
12	28,460.05	29,171.55	29,900.84	30,648.36	31,414.57	32,199.93	33,004.93	33,830.05	34,675.80	35,542.70
13	29,883.05	30,630.13	31,395.88	32,180.78	32,985.29	33,809.93	34,655.18	35,521.55	36,409.59	37,319.83
14	31,377.20	32,161.63	32,965.67	33,789.81	34,634.56	35,500.42	36,387.93	37,297.63	38,230.07	39,185.83
15	32,946.06	33,769.71	34,613.96	35,479.31	36,366.29	37,275.44	38,207.33	39,162.51	40,141.58	41,145.12
16	34,593.36	35,458.20	36,344.65	37,253.27	38,184.60	39,139.22	40,117.70	41,120.64	42,148.66	43,202.37
17	36,323.03	37,231.11	38,161.89	39,115.93	40,093.83	41,096.18	42,123.58	43,176.67	44,256.09	45,362.49
18	38,139.18	39,092.66	40,069.98	41,071.73	42,098.52	43,150.99	44,229.76	45,335.51	46,468.89	47,630.62
19	40,046.14	41,047.30	42,073.48	43,125.32	44,203.45	45,308.54	46,441.25	47,602.28	48,792.34	50,012.15
20	42,048.45	43,099.66	44,177.15	45,281.58	46,413.62	47,573.96	48,763.31	49,982.39	51,231.95	52,512.75
21	44,150.87	45,254.65	46,386.01	47,545.66	48,734.30	49,952.66	51,201.48	52,481.51	53,793.55	55,138.39
22	46,358.42	47,517.38	48,705.31	49,922.95	51,171.02	52,450.29	53,761.55	55,105.59	56,483.23	57,895.31
23	48,676.34	49,893.25	51,140.58	52,419.09	53,729.57	55,072.81	56,449.63	57,860.87	59,307.39	60,790.08
24	51,110.16	52,387.91	53,697.61	55,040.05	56,416.05	57,826.45	59,272.11	60,753.91	62,272.76	63,829.58
25	53,665.66	55,007.30	56,382.49	57,792.05	59,236.85	60,717.77	62,235.72	63,791.61	65,386.40	67,021.06
26	56,348.95	57,757.67	59,201.61	60,681.65	62,198.69	63,753.66	65,347.50	66,981.19	68,655.72	70,372.11
27	59,166.39	60,645.55	62,161.69	63,715.73	65,308.63	66,941.34	68,614.88	70,330.25	72,088.51	73,890.72
28	62,124.71	63,677.83	65,269.78	66,901.52	68,574.06	70,288.41	72,045.62	73,846.76	75,692.93	77,585.25
29	65,230.95	66,861.72	68,533.27	70,246.60	72,002.76	73,802.83	75,647.90	77,539.10	79,477.58	81,464.52
30	68,492.50	70,204.81	71,959.93	73,758.93	75,602.90	77,492.97	79,430.30	81,416.05	83,451.46	85,537.74
31	71,917.12	73,715.05	75,557.93	77,446.87	79,383.05	81,367.62	83,401.81	85,486.86	87,624.03	89,814.63
32	75,512.98	77,400.80	79,335.82	81,319.22	83,352.20	85,436.00	87,571.90	89,761.20	92,005.23	94,305.36
33	79,288.63	81,270.84	83,302.61	85,385.18	87,519.81	89,707.80	91,950.50	94,249.26	96,605.49	99,020.63
34	83,253.06	85,334.38	87,467.74	89,654.44	91,895.80	94,193.19	96,548.02	98,961.72	101,435.77	103,971.66
35	87,415.71	89,601.10	91,841.13	94,137.16	96,490.59	98,902.85	101,375.42	103,909.81	106,507.55	109,170.24
36	91,786.50	94,081.16	96,433.19	98,844.02	101,315.12	103,848.00	106,444.19	109,105.30	111,832.93	114,628.76
37	96,375.82	98,785.22	101,254.85	103,786.22	106,380.87	109,040.39	111,766.40	114,560.56	117,424.58	120,360.19
38	101,194.61	103,724.48	106,317.59	108,975.53	111,699.92	114,492.41	117,354.72	120,288.59	123,295.81	126,378.20
39	106,254.34	108,910.70	111,633.47	114,424.30	117,284.91	120,217.04	123,222.46	126,303.02	129,460.60	132,697.11
40	111,567.06	114,356.24	117,215.14	120,145.52	123,149.16	126,227.89	129,383.58	132,618.17	135,933.63	139,331.97
41	117,145.41	120,074.05	123,075.90	126,152.80	129,306.62	132,539.28	135,852.76	139,249.08	142,730.31	146,298.57
42	123,002.68	126,077.75	129,229.69	132,460.44	135,771.95	139,166.25	142,645.40	146,211.54	149,866.83	153,613.50
43	129,152.82	132,381.64	135,691.18	139,083.46	142,560.54	146,124.56	149,777.67	153,522.11	157,360.17	161,294.17
44	135,610.46	139,000.72	142,475.74	146,037.63	149,688.57	153,430.79	157,266.56	161,198.22	165,228.17	169,358.88
45	142,390.98	145,950.76	149,599.52	153,339.51	157,173.00	161,102.32	165,129.88	169,258.13	173,489.58	177,826.82

**Exhibit B**  
**General Salary Table 2– Monthly Salary**  
**November 14, 2012**

Monthly Salary by Pay Grade and Steps										
Salary Steps at 2.5%										
Pay Grades	A	B	C	D	E	F	G	H	I	J
1	\$ 1,386.67	\$ 1,421.33	\$ 1,456.87	\$ 1,493.29	\$ 1,530.62	\$ 1,568.89	\$ 1,608.11	\$ 1,648.31	\$ 1,689.52	\$ 1,731.76
2	1,456.00	1,492.40	1,529.71	1,567.95	1,607.15	1,647.33	1,688.51	1,730.73	1,773.99	1,818.34
3	1,528.80	1,567.02	1,606.20	1,646.35	1,687.51	1,729.70	1,772.94	1,817.26	1,862.69	1,909.26
4	1,605.24	1,645.37	1,686.51	1,728.67	1,771.88	1,816.18	1,861.59	1,908.13	1,955.83	2,004.72
5	1,685.50	1,727.64	1,770.83	1,815.10	1,860.48	1,906.99	1,954.67	2,003.53	2,053.62	2,104.96
6	1,769.78	1,814.02	1,859.37	1,905.86	1,953.50	2,002.34	2,052.40	2,103.71	2,156.30	2,210.21
7	1,858.27	1,904.72	1,952.34	2,001.15	2,051.18	2,102.46	2,155.02	2,208.89	2,264.12	2,320.72
8	1,951.18	1,999.96	2,049.96	2,101.21	2,153.74	2,207.58	2,262.77	2,319.34	2,377.32	2,436.76
9	2,048.74	2,099.96	2,152.46	2,206.27	2,261.42	2,317.96	2,375.91	2,435.31	2,496.19	2,558.59
10	2,151.18	2,204.95	2,260.08	2,316.58	2,374.49	2,433.86	2,494.70	2,557.07	2,621.00	2,686.52
11	2,258.73	2,315.20	2,373.08	2,432.41	2,493.22	2,555.55	2,619.44	2,684.92	2,752.05	2,820.85
12	2,371.67	2,430.96	2,491.74	2,554.03	2,617.88	2,683.33	2,750.41	2,819.17	2,889.65	2,961.89
13	2,490.25	2,552.51	2,616.32	2,681.73	2,748.77	2,817.49	2,887.93	2,960.13	3,034.13	3,109.99
14	2,614.77	2,680.14	2,747.14	2,815.82	2,886.21	2,958.37	3,032.33	3,108.14	3,185.84	3,265.49
15	2,745.51	2,814.14	2,884.50	2,956.61	3,030.52	3,106.29	3,183.94	3,263.54	3,345.13	3,428.76
16	2,882.78	2,954.85	3,028.72	3,104.44	3,182.05	3,261.60	3,343.14	3,426.72	3,512.39	3,600.20
17	3,026.92	3,102.59	3,180.16	3,259.66	3,341.15	3,424.68	3,510.30	3,598.06	3,688.01	3,780.21
18	3,178.27	3,257.72	3,339.17	3,422.64	3,508.21	3,595.92	3,685.81	3,777.96	3,872.41	3,969.22
19	3,337.18	3,420.61	3,506.12	3,593.78	3,683.62	3,775.71	3,870.10	3,966.86	4,066.03	4,167.68
20	3,504.04	3,591.64	3,681.43	3,773.47	3,867.80	3,964.50	4,063.61	4,165.20	4,269.33	4,376.06
21	3,679.24	3,771.22	3,865.50	3,962.14	4,061.19	4,162.72	4,266.79	4,373.46	4,482.80	4,594.87
22	3,863.20	3,959.78	4,058.78	4,160.25	4,264.25	4,370.86	4,480.13	4,592.13	4,706.94	4,824.61
23	4,056.36	4,157.77	4,261.71	4,368.26	4,477.46	4,589.40	4,704.14	4,821.74	4,942.28	5,065.84
24	4,259.18	4,365.66	4,474.80	4,586.67	4,701.34	4,818.87	4,939.34	5,062.83	5,189.40	5,319.13
25	4,472.14	4,583.94	4,698.54	4,816.00	4,936.40	5,059.81	5,186.31	5,315.97	5,448.87	5,585.09
26	4,695.75	4,813.14	4,933.47	5,056.80	5,183.22	5,312.81	5,445.63	5,581.77	5,721.31	5,864.34
27	4,930.53	5,053.80	5,180.14	5,309.64	5,442.39	5,578.45	5,717.91	5,860.85	6,007.38	6,157.56
28	5,177.06	5,306.49	5,439.15	5,575.13	5,714.50	5,857.37	6,003.80	6,153.90	6,307.74	6,465.44
29	5,435.91	5,571.81	5,711.11	5,853.88	6,000.23	6,150.24	6,303.99	6,461.59	6,623.13	6,788.71
30	5,707.71	5,850.40	5,996.66	6,146.58	6,300.24	6,457.75	6,619.19	6,784.67	6,954.29	7,128.15
31	5,993.09	6,142.92	6,296.49	6,453.91	6,615.25	6,780.64	6,950.15	7,123.90	7,302.00	7,484.55
32	6,292.75	6,450.07	6,611.32	6,776.60	6,946.02	7,119.67	7,297.66	7,480.10	7,667.10	7,858.78
33	6,607.39	6,772.57	6,941.88	7,115.43	7,293.32	7,475.65	7,662.54	7,854.11	8,050.46	8,251.72
34	6,937.75	7,111.20	7,288.98	7,471.20	7,657.98	7,849.43	8,045.67	8,246.81	8,452.98	8,664.31
35	7,284.64	7,466.76	7,653.43	7,844.76	8,040.88	8,241.90	8,447.95	8,659.15	8,875.63	9,097.52
36	7,648.87	7,840.10	8,036.10	8,237.00	8,442.93	8,654.00	8,870.35	9,092.11	9,319.41	9,552.40
37	8,031.32	8,232.10	8,437.90	8,648.85	8,865.07	9,086.70	9,313.87	9,546.71	9,785.38	10,030.02
38	8,432.88	8,643.71	8,859.80	9,081.29	9,308.33	9,541.03	9,779.56	10,024.05	10,274.65	10,531.52
39	8,854.53	9,075.89	9,302.79	9,535.36	9,773.74	10,018.09	10,268.54	10,525.25	10,788.38	11,058.09
40	9,297.25	9,529.69	9,767.93	10,012.13	10,262.43	10,518.99	10,781.97	11,051.51	11,327.80	11,611.00
41	9,762.12	10,006.17	10,256.32	10,512.73	10,775.55	11,044.94	11,321.06	11,604.09	11,894.19	12,191.55
42	10,250.22	10,506.48	10,769.14	11,038.37	11,314.33	11,597.19	11,887.12	12,184.29	12,488.90	12,801.12
43	10,762.73	11,031.80	11,307.60	11,590.29	11,880.05	12,177.05	12,481.47	12,793.51	13,113.35	13,441.18
44	11,300.87	11,583.39	11,872.98	12,169.80	12,474.05	12,785.90	13,105.55	13,433.18	13,769.01	14,113.24
45	11,865.92	12,162.56	12,466.63	12,778.29	13,097.75	13,425.19	13,760.82	14,104.84	14,457.47	14,818.90

**Exhibit B**  
**General Salary Table 3– Hourly Rates**  
**November 14, 2012**

Hourly Salary by Pay Grade and Steps										
Salary Steps @ 2.5%										
Pay Grades	A	B	C	D	E	F	G	H	I	J
1	\$ 8.00	\$ 8.20	\$ 8.41	\$ 8.62	\$ 8.83	\$ 9.05	\$ 9.28	\$ 9.51	\$ 9.75	\$ 9.99
2	8.40	8.61	8.83	9.05	9.27	9.50	9.74	9.98	10.23	10.49
3	8.82	9.04	9.27	9.50	9.74	9.98	10.23	10.48	10.75	11.01
4	9.26	9.49	9.73	9.97	10.22	10.48	10.74	11.01	11.28	11.57
5	9.72	9.97	10.22	10.47	10.73	11.00	11.28	11.56	11.85	12.14
6	10.21	10.47	10.73	11.00	11.27	11.55	11.84	12.14	12.44	12.75
7	10.72	10.99	11.26	11.55	11.83	12.13	12.43	12.74	13.06	13.39
8	11.26	11.54	11.83	12.12	12.43	12.74	13.05	13.38	13.72	14.06
9	11.82	12.12	12.42	12.73	13.05	13.37	13.71	14.05	14.40	14.76
10	12.41	12.72	13.04	13.36	13.70	14.04	14.39	14.75	15.12	15.50
11	13.03	13.36	13.69	14.03	14.38	14.74	15.11	15.49	15.88	16.27
12	13.68	14.02	14.38	14.73	15.10	15.48	15.87	16.26	16.67	17.09
13	14.37	14.73	15.09	15.47	15.86	16.25	16.66	17.08	17.50	17.94
14	15.09	15.46	15.85	16.25	16.65	17.07	17.49	17.93	18.38	18.84
15	15.84	16.24	16.64	17.06	17.48	17.92	18.37	18.83	19.30	19.78
16	16.63	17.05	17.47	17.91	18.36	18.82	19.29	19.77	20.26	20.77
17	17.46	17.90	18.35	18.81	19.28	19.76	20.25	20.76	21.28	21.81
18	18.34	18.79	19.26	19.75	20.24	20.75	21.26	21.80	22.34	22.90
19	19.25	19.73	20.23	20.73	21.25	21.78	22.33	22.89	23.46	24.04
20	20.22	20.72	21.24	21.77	22.31	22.87	23.44	24.03	24.63	25.25
21	21.23	21.76	22.30	22.86	23.43	24.02	24.62	25.23	25.86	26.51
22	22.29	22.84	23.42	24.00	24.60	25.22	25.85	26.49	27.16	27.83
23	23.40	23.99	24.59	25.20	25.83	26.48	27.14	27.82	28.51	29.23
24	24.57	25.19	25.82	26.46	27.12	27.80	28.50	29.21	29.94	30.69
25	25.80	26.45	27.11	27.78	28.48	29.19	29.92	30.67	31.44	32.22
26	27.09	27.77	28.46	29.17	29.90	30.65	31.42	32.20	33.01	33.83
27	28.45	29.16	29.89	30.63	31.40	32.18	32.99	33.81	34.66	35.52
28	29.87	30.61	31.38	32.16	32.97	33.79	34.64	35.50	36.39	37.30
29	31.36	32.15	32.95	33.77	34.62	35.48	36.37	37.28	38.21	39.17
30	32.93	33.75	34.60	35.46	36.35	37.26	38.19	39.14	40.12	41.12
31	34.58	35.44	36.33	37.23	38.16	39.12	40.10	41.10	42.13	43.18
32	36.30	37.21	38.14	39.10	40.07	41.08	42.10	43.15	44.23	45.34
33	38.12	39.07	40.05	41.05	42.08	43.13	44.21	45.31	46.44	47.61
34	40.03	41.03	42.05	43.10	44.18	45.29	46.42	47.58	48.77	49.99
35	42.03	43.08	44.15	45.26	46.39	47.55	48.74	49.96	51.21	52.49
36	44.13	45.23	46.36	47.52	48.71	49.93	51.18	52.45	53.77	55.11
37	46.33	47.49	48.68	49.90	51.14	52.42	53.73	55.08	56.45	57.87
38	48.65	49.87	51.11	52.39	53.70	55.04	56.42	57.83	59.28	60.76
39	51.08	52.36	53.67	55.01	56.39	57.80	59.24	60.72	62.24	63.80
40	53.64	54.98	56.35	57.76	59.21	60.69	62.20	63.76	65.35	66.99
41	56.32	57.73	59.17	60.65	62.17	63.72	65.31	66.95	68.62	70.34
42	59.14	60.61	62.13	63.68	65.27	66.91	68.58	70.29	72.05	73.85
43	62.09	63.65	65.24	66.87	68.54	70.25	72.01	73.81	75.65	77.55
44	65.20	66.83	68.50	70.21	71.97	73.76	75.61	77.50	79.44	81.42
45	68.46	70.17	71.92	73.72	75.56	77.45	79.39	81.37	83.41	85.49

Exhibit C  
 General Benefits Schedule  
 Part 1 of 2  
 November 14, 2012

Group	Salary Increase	Vacation	Sick Leave	Holidays	Management Leave	Retirement Plan*	Medical, Dental and Vision	Disability Insurance	Deferred Comp
<b>Executive Employees</b>	Per Contract	Per Contract	Per Contract	11 days per ord. 53, 2.07.080(C)(i)	Per Contract	2.7 % at age 55, City paid per Ord. 53 2.07.130.(b). City Share @ 18.46% Employee Share @ 8.0%	Per Contract	Per Contract	Per Contract
<b>Management Employees</b>	Merit adjustment after 12 months of service based on performance evaluation and recommended by Dept Head and approved by City Manager. Ord. 53, 2.07.030(C).	80 hours per year, increasing based on years of service per Ord. 53 2.07.080(d). Maximum accrual 240 hours, 40 hours cash out annually first pay-period in December.	8 hours per month, 240 hours maximum accrual per Ord. 53 2.07.080(e).	11 days per ord. 53, 2.07.080(C)(i)	Department Heads - 40 hours per calendar year. Per Ord. 53 sect 2.07.080(k)	2.7 % at age 55, City paid per Ord. 53 2.07.130.(b). City Share @ 18.46% Employee Share @ 8.0%	City Contribution of \$1,200.00 per month towards CalPERS Health Program and Guidance Dental and Vision Programs.	N/A	N/A
<b>General Employees</b>	Merit adjustment after 12 months of service based on performance evaluation and recommended by Dept Head and approved by City Manager. Ord. 53, 2.07.030(C).	80 hours per year, increasing based on years of service per Ord. 53 2.07.080(d). Maximum accrual 240 hours, 40 hours cash out annually first pay-period in December.	8 hours per month, 240 hours maximum accrual per Ord. 53 2.07.080(e).	11 days per ord. 53, 2.07.080(C)(i)	none	2.7 % at age 55, City paid per Ord. 53 2.07.130.(b). City Share @ 18.46% Employee Share @ 8.0%	City Contribution of \$1,200.00 per month towards CalPERS Health Program and Guidance Dental and Vision Programs.	N/A	N/A
* This provision applies to all employees hired before January 1, 2013. Employees hired after January 1, 2013 will be subject to the provisions of the California Public Employees Pension Reform Act of 2013.									

**Exhibit C**  
**General Benefits Schedule**  
**Part 2 of 2**  
**November 14, 2012**

<b>Group</b>	<b>Life</b>	<b>Supplemental</b>	<b>Auto</b>	<b>Allowance for Data Use (internet)</b>	<b>Cell Phone Use Allowance</b>	<b>Educational Assistance</b>	<b>Uniform</b>
<b>Executive Employees</b>	Per Contract	Per Contract	Per Contract	Per Contract	Per Contract	\$1,500 per fiscal year, City Manager pre-approval required per Ord. 53 2.07.160	City provided per Ord. 53 2.07.170 (a)
<b>Management Employees</b>	N/A	Afflac Offered Employee paid	\$200/mo	Available per Ord. 53 2.07.170 (b)	Available per Ord. 53 2.07.170 (b)	\$1,500 per fiscal year, City Manager pre-approval required per Ord. 53 2.07.160	City provided per Ord. 53 2.07.170 (a)
<b>General Employees</b>	N/A	Afflac Offered Employee paid	N/A	Available per Ord. 53 2.07.170 (b)	Available per Ord. 53 2.07.170 (b)	\$1,500 per fiscal year, City Manager pre-approval required per Ord. 53 2.07.160	City provided per Ord. 53 2.07.170 (a)

Exhibit D  
Position Descriptions  
November 14, 2012

Accounting Manager
Administrative Analyst
Administrative Analyst II
Administrative Analyst - Senior
Administrative Assistant
Administrative Services Director
Animal Services Officer
Animal Services Supervisor
Assistant City Clerk
Assistant City Manager
Building Inspector I
Building Inspector II
Building Official
City Clerk
City Engineer
City Manager
Code Enforcement Officer I
Code Enforcement Officer II
Community Services Director
Community Services Manager
Development Services Technician
Economic Development Manager
Finance Director
Groundswoker I
Groundswoker II
Groundswoker- Senior
Intern
Manager of Operations and Maintenance
Planning Director
Plans Examiner
Public Works Director
Recreation Leaders I
Recreation Leader II

## The City of Wildomar

### CLASSIFICATION DESCRIPTION

<b>Class Title: Accounting Manager</b> Salary Range: 31 Effective: November 14, 2012	Department: <b>Administrative Services</b> Classification: <b>Management, Exempt</b> Revised:
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#### GENERAL PURPOSE

Under general direction of the Finance Director, manages the financial activities and accounting functions, computer operations and supervises accounting staff; performs difficult and complex statistical analyses; assists with annual budget preparation; in charge of the annual financial audit; develops and distributes internal financial reports

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

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

Manage and supervise daily operation of accounts payable, accounts receivable, business registrations, cash receipts, general ledger, payroll for the City and Cemetery District. Guide and support staff in providing customer service. Provide staff training and perform staff annual evaluations. Responsible for financial software function maintenance. Troubleshoot software problems/issues, and coordinate resolution with the software vendor and the City's Information Technology staff. Manage staff daily workload, coordinate and review staff work. Participate in the development of policies and procedures. Plan, direct and coordinate work plan; assign projects, programs and activities; review and evaluate work products, methods and procedures; identify and resolve problems. Coordinate SB90 claim preparation. Prepare bank reconciliation, revenue and expenditure variance analysis, capital assets accounting, year-end closing entries and audit schedules. In charge of monthly financial reports, year-end closing, annual audit, CAFR and controller's reports. Oversee internal control functions. Assist in the preparation of the annual budget document, including compiling approved departmental expenditure budgets, revenue estimates and various narratives into the annual budget document. Responsible for budget input and monitor revenue and expenditure transactions. Monitor and prepare monthly reports on investment portfolios for the City/District and Community Development Agency. Develop and implement policies, procedures and controls to ensure compliance with laws, regulations, City codes, City ordinance, GAAP and GASB. Maintain and update City website for financial services. Participate in management team activities, i.e. training, meeting, EOC exercise, etc. Provide support and assistance to the Finance Director in the departmental administrative functions.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

- Principles and practice of local government financial operation
- General accepted accounting principles
- Governmental fund accounting
- Government accounting standard board requirements
- Sales tax and payroll tax laws
- Federal and State laws and regulations
- City/District ordinances
- Personal computer and software application operation

### **Ability to:**

- Supervise, train and evaluate staff performance
- Prioritize and coordinate staff projects and workload
- Develop and formulate financial policies and procedures
- Interpret and analyze complex financial transactions
- Prepare accurate financial statements, reports and analyses timely
- Establish and maintain fiscal procedures and records
- Communicate effectively with public and the City employees
- Provide training to the City employees in processing financial related transactions
- Establish and maintain effective working relationship with co-workers

## **DESIRED MINIMUM QUALIFICATIONS**

### **Education and Experience**

Any combination equivalent to experience and education that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way would be:

**Education:** Graduation from a recognized college or university with a B.S./B.A. in accounting, finance, public or business administration or a closely related field.

**Experience:** Five years of professional accounting and data processing experience with at least two years in municipal accounting. Supervisory experience is strongly preferred.

### **SPECIAL REQUIREMENTS:**

Ability to learn and retain complex information, terminology, policies and procedures; work effectively with a wide variety of people; maintain composure under difficult circumstances; analyze accounting systems and procedures; organize and supervise the work of others.

### **LICENSES, CERTIFICATES, REGISTRATION:**

**Licenses:** Possession of a valid Class C California Driver's License. Must be bondable

**TOOLS AND EQUIPMENT USED**

Personal computer including word-processing and Excel spreadsheet software; 10 key calculator; telephone; email; copy machine; fax machine and other office devices that the City may provide or acquire in the future.

**PHYSICAL DEMANDS**

Work indoors in an office environment; sit at a desk or in meetings for long periods of time; occasional lifting up to 25 pounds, walking, some bending, stooping, and squatting; may travel to various City and other public agency locations in vehicle; may be exposed to dust, noise, machinery, moving objects or other vehicles in the performance of assigned duties.

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: **Administrative Analyst**  
Pay Grade: **21**  
Effective: July 1, 2011

Department: **Administrative Services**  
Class: **General , Non-Exempt**  
Revised: November 14, 2012

**GENERAL PURPOSE**

Under general supervision, this position performs entry-level to moderate-level professional, analytical, and administrative work. As experience is gained, assignments become more varied and are performed with greater independence. Provides general organization analysis and maybe assigned to any department within the City to perform specific tasks as requested.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

*(The following is used as a partial description and does not restrict the duties required.)*

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

9. Communicates orally, in writing, or through graphic representations and statistical summaries with colleagues, managers, employees, the public, organized employee groups, and representatives of various organizations. Screens office and telephone calls, handling matters not requiring managerial or professional attention; makes appointments, schedules meetings, contacts agencies to exchange information.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

1. Principles of public administration.
2. Principles and procedures of budgetary systems including fiscal tracking and reporting.
3. Practices for gathering, compiling and summarizing fiscal and program information from a variety of internal and external sources.
4. Computer applications related to the work, including word processing, spreadsheet, website and database applications.
5. Principles of customer service.
6. Principles of community relations.
7. Basic facilitation skills.

### **Ability to:**

1. Use proper grammar, proofreading, editing, and writing.
2. Conduct a variety of studies, evaluate alternatives and prepare recommendations for operational or procedural changes.
3. Prepare, track and reconcile a variety of budgets, grant-funded or state-or federal-funded programs and ensure adherence to both City and federal, state or grant regulations, policies and procedures.
4. Prepares and distributes agenda packets for, and attends and records the minutes of the various commissions, boards and committees and/or interdepartmental or departmental meetings; follows-up on decisions as required.
5. Researches and assembles information from a variety of sources for the preparation of reports or completion of forms; uses spreadsheets and makes arithmetic and statistical calculations.
6. Arranges for meetings by scheduling rooms, notifying participants, preparing agendas and ensures that information is compiled and duplicated; may prepare summary or action minutes of such meetings.
7. Prepares correspondence, reports, forms, receipts, brochures and specialized documents from drafts, notes, brief instructions, corrected copy or prior materials using a personal computer.
8. Prepares information regarding agendas and meetings and updates the City's web pages with this material; uses graphics software to prepare brochures, newsletters, certificates and a variety of similar communications documents.

9. Maintains records in accordance with rules governing the City's records management, retention and disposal program.
10. Proofreads materials for accuracy, completeness, compliance with departmental policies, formatting and correct English usage, including grammar, punctuation and spelling.
11. Attends a variety of meetings and works on a variety of interdisciplinary committees formed to deal with a variety of City-wide and community-wide issues.
12. Processes and distributes incoming and outgoing mail for the office or department to which assigned.
13. Operates standard office equipment, including job-related computer hardware and software applications, facsimile equipment and multi-line telephones; may operate a two-way radio or other department-specific equipment.
14. Learn, interpret, apply and explain policies, laws and regulations related to the administrative operations and procedures of the City, department and/or unit.
15. Establish and maintain effective working relationships with those contacted in the course of the work.
16. Work in a team atmosphere and participate on a variety of departmental and City-wide committees to enhance the provision of all City services. Use specialized software related to the department to which assigned, including database management, graphics and publication production and departmental website maintenance.
17. Work occasional evening or off-hour shifts that may be required.

## **DESIRED MINIMUM QUALIFICATIONS**

### **Education and Experience**

1. Graduation from a four-year college or university with major coursework in business, public administration, accounting, economics or a field related to the work.
- And**
2. One year of experience performing increasingly responsible administrative, analytical, and/or program management duties, preferably in a municipal government setting.
- Or**
3. An equivalent combination of education and experience.

### **Special Requirements**

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

### **TOOLS AND EQUIPMENT USED**

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

## **PHYSICAL DEMANDS**

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

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: <b>Administrative Analyst II</b> Pay Grade: <b>25</b> Effective: November 14, 2012	Department: <b>Administrative Services</b> Class: <b>General , Non-Exempt</b> Revised:
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**GENERAL PURPOSE**

Under general supervision, this position performs moderate-level professional, analytical, and administrative work. Assignments are more varied and are performed with greater independence than those undertaken by the Administrative Analyst position. Provides general organization analysis and maybe assigned to any department within the City to perform specific tasks as requested.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

*(The following is used as a partial description and does not restrict the duties required.)*

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

- purchases.
8. Participates on a variety of interdisciplinary committees and commissions and represents the City on programmatic issues to a variety of community and stakeholder groups.
  9. Serves as staff liaison to advisory bodies to Council or ad hoc committees.
  10. Prepares and submits City Council agenda reports, resolutions, ordinances and correspondence regarding assigned activities.
  11. Communicates orally, in writing, or through graphic representations and statistical summaries with colleagues, managers, employees, the public, organized employee groups, and representatives of various organizations.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

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

### **Ability to:**

1. Use proper grammar, proofreading, editing, and writing.
2. Conduct a variety of studies, evaluate alternatives and prepare recommendations for operational or procedural changes.
3. Prepare, track and reconcile a variety of budgets, grant-funded or state-or federal-funded programs and ensure adherence to both City and federal, state or grant regulations, policies and procedures.
4. Performs difficult, complex, technical and/or specialized office support work, which requires the exercise of independent judgment, the application of technical skills and a detailed knowledge of the activities and procedures specific to the Department.
5. Researches and assembles information from a variety of sources for the preparation of reports or completion of forms; uses spreadsheets and makes arithmetic and statistical calculations.
6. Arranges for meetings by scheduling rooms, notifying participants, preparing agendas and ensures that information is compiled and duplicated; may prepare summary or action minutes of such meetings.
7. Prepares information regarding agendas and meetings and updates the City's web pages with this material; uses graphics software to prepare

brochures, newsletters, certificates and a variety of similar communications documents.

8. Maintains records in accordance with rules governing the City's records management, retention and disposal program.
9. Proofreads materials for accuracy, completeness, compliance with departmental policies, formatting and correct English usage, including grammar, punctuation and spelling.
10. Attends a variety of meetings and works on a variety of interdisciplinary committees formed to deal with a variety of City-wide and community-wide issues.
11. Operates standard office equipment, including job-related computer hardware and software applications, facsimile equipment and multi-line telephones; may operate a two-way radio or other department-specific equipment.
12. Establish and maintain effective working relationships with those contacted in the course of the work.
13. Work in a team atmosphere and participate on a variety of departmental and City-wide committees to enhance the provision of all City services.
14. Use specialized software related to the department to which assigned, including database management, graphics and publication production and departmental website maintenance.
15. Work occasional evening or off-hour shifts that may be required.

## **DESIRED MINIMUM QUALIFICATIONS**

### **Education and Experience**

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

**And**

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

**Or**

3. An equivalent combination of education and experience.

### **Special Requirements**

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

## **TOOLS AND EQUIPMENT USED**

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

## **PHYSICAL DEMANDS**

*Level A 1:* Basically an indoor desk job. The job may require traveling by car.

Physical demands include occasional lifting up to 25 pounds, walking, some bending, stooping and squatting. Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, or noise.

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: <b>Administrative Analyst – Senior</b>	Department: <b>Administrative Services</b>
Pay Grade: <b>28</b>	Class: <b>General, Exempt</b>
Effective: November 14, 2012	Revised:

**GENERAL PURPOSE**

Under general direction, this position performs high-level professional, analytical, and administrative work. Assignments are more varied and oversee the activities of other analyst positions is common. Provides general organization analysis and maybe assigned to any department within the City to perform specific tasks as requested.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

*(The following is used as a partial description and does not restrict the duties required.)*

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

- purchases.
8. Participates on a variety of interdisciplinary committees and commissions and represents the City on programmatic issues to a variety of community and stakeholder groups.
  9. Serves as staff liaison to advisory bodies to Council or ad hoc committees.
  10. Prepares and submits City Council agenda reports, resolutions, ordinances and correspondence regarding assigned activities.
  11. Communicates orally, in writing, or through graphic representations and statistical summaries with colleagues, managers, employees, the public, organized employee groups, and representatives of various organizations.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

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

### **Ability to:**

1. Use proper grammar, proofreading, editing, and writing.
2. Conduct a variety of studies, evaluate alternatives and prepare recommendations for operational or procedural changes.
3. Prepare, track and reconcile a variety of budgets, grant-funded or state-or federal-funded programs and ensure adherence to both City and federal, state or grant regulations, policies and procedures.
4. Performs difficult, complex, technical and/or specialized office support work, which requires the exercise of independent judgment, the application of technical skills and a detailed knowledge of the activities and procedures specific to the Department.
5. Researches and assembles information from a variety of sources for the preparation of reports or completion of forms; uses spreadsheets and makes arithmetic and statistical calculations.
6. Arranges for meetings by scheduling rooms, notifying participants, preparing agendas and ensures that information is compiled and duplicated; may prepare summary or action minutes of such meetings.
7. Prepares information regarding agendas and meetings and updates the City's web pages with this material; uses graphics software to prepare

brochures, newsletters, certificates and a variety of similar communications documents.

8. Maintains records in accordance with rules governing the City's records management, retention and disposal program.
9. Proofreads materials for accuracy, completeness, compliance with departmental policies, formatting and correct English usage, including grammar, punctuation and spelling.
10. Attends a variety of meetings and works on a variety of interdisciplinary committees formed to deal with a variety of City-wide and community-wide issues.
11. Operates standard office equipment, including job-related computer hardware and software applications, facsimile equipment and multi-line telephones; may operate a two-way radio or other department-specific equipment.
12. Establish and maintain effective working relationships with those contacted in the course of the work.
13. Work in a team atmosphere and participate on a variety of departmental and City-wide committees to enhance the provision of all City services.
14. Use specialized software related to the department to which assigned, including database management, graphics and publication production and departmental website maintenance.
15. Work occasional evening or off-hour shifts that may be required.

## **DESIRED MINIMUM QUALIFICATIONS**

### **Education and Experience**

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

**And**

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

**Or**

3. An equivalent combination of education and experience.

### **Special Requirements**

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

## **TOOLS AND EQUIPMENT USED**

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

## **PHYSICAL DEMANDS**

*Level A 1:* Basically an indoor desk job. The job may require traveling by car.

Physical demands include occasional lifting up to 25 pounds, walking, some bending, stooping and squatting. Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, or noise.

Approval: \_\_\_\_\_  
Human Resources Manager

# The City of Wildomar

## CLASSIFICATION DESCRIPTION

Class Title: <b>Administrative Assistant</b> Pay Grade: <b>15</b> Effective: July 1, 2011	Department: <b>Administrative Services</b> Class: <b>General, Non-Exempt</b> Revised: November 14, 2012
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### GENERAL PURPOSE

Under general supervision performs a variety of responsible office administrative support activities for various City offices, which may include data entry, organization and retrieval, word processing, telephone and counter reception, provision of factual information to visitors, receipt of payments and documents, automated and manual record keeping, auditing, report preparation and filing; performs related work as assigned.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

*(The following is used as a partial description and does not restrict the duties required.)*

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

such information and prepare periodic numerical reports.

7. Establishes and maintains office files, following an established records management system; compiles information from such files; purges files as required.
8. Attends to a variety of office administrative details, such as keeping informed of departmental activities, transmitting information, ordering and coordinating supply orders and arranging for equipment purchase and maintenance.
9. Processes and distributes incoming and outgoing mail for the office or department.
10. Operates standard office equipment, including job-related computer hardware and software applications, facsimile equipment and multi-line telephones; may operate a two-way radio or other department-specific equipment.
11. May prepare, review and/or enter employee time card information and maintain related records for departmental staff.
12. May prepare meeting agendas and minutes for departmental and/or specified committee meetings; may serve on a variety of departmental or City-wide project teams or committees.
13. May collect and account for fees and other monies collected.
14. May complete standard forms (both online formats and hard copy) with information from the public.
15. May provide instruction, direction and work review to less experienced, part-time staff or volunteers on a project basis. Survey, interview, obtain, document, and compile information within the City.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

1. Standard office practices and procedures, including filing and the use of standard office equipment.
2. Business letter writing and the standard format for reports and correspondence.
3. Correct business English, including vocabulary, spelling, grammar and punctuation.
4. Computer applications related to the work, including basic word processing and basic spreadsheet applications.
5. Record keeping and filing principles and practices.
6. Standard business arithmetic and basic statistical techniques.
7. Techniques for providing a high level of customer service to the public and City staff, in person and over the telephone

### **Ability to:**

1. Perform a variety of office support duties following standard guidelines, but requiring the use of independent judgment upon occasion.
2. Interpret and implement policies, procedures and computer applications related to the department or organizational unit to which assigned.
3. Compose standard correspondence and reports independently or from brief instructions.
4. Make accurate arithmetic and statistical calculations and receipt and balance money
5. Use English effectively to communicate in person, over the telephone and in writing.
6. File with speed and accuracy.
7. Use independent judgment within established procedural guidelines and written directions.
8. Establish and maintain effective working relationships with those contacted in the course of the work.
9. Work in a team atmosphere and participate on a variety of departmental and City-wide committees to enhance the provision of all City services.
10. Enter data into standard computer formats and produce correspondence and reports with speed and accuracy sufficient to perform assigned work.
11. Work occasional overtime, and/or work evening or off-hours shifts.
12. Work in a standard office setting, to use standard office equipment (including a computer) and to move between various office locations.
13. Lift and carry office materials weighing up to 25 pounds.
14. Read printed materials and a computer screen.
15. Hear and speak to communicate in person and over the telephone or two-way radio.

## **DESIRED MINIMUM QUALIFICATIONS**

### **Education and Experience**

A two-year degree in a related field or any combination of training and/or experience that could likely provide the desired knowledge and abilities. Three years of professional experience performing complex and difficult administrative duties. Must have advanced level skills in MS Word, Excel, Access and PowerPoint.

### **Special Requirements**

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

## **TOOLS AND EQUIPMENT USED**

Personal computer including word-processor, data software, telephone, fax machines, and electronic copiers.

## **PHYSICAL DEMANDS**

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

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: <b>Director of Administrative Services</b>	Department: <b>Administrative Services</b>
Pay Grade: <b>39</b>	Class: <b>Management, Exempt</b>
Effective: November 14, 2012	Revised:

**GENERAL PURPOSE**

Under the direction of the Assistant City Manager, this position manages the City's finance divisions, which includes, Billing and Collections, Accounting, Purchasing, Data Processing, Risk Management, and Financial Administrative Services. The incumbent is responsible for formulating policy, developing goals and objectives, supervising staff, administering the annual budget, and directing the day-to-day financial operations. Assignments allow for a high degree of administrative decision making in their execution.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

Duties may include, but are not limited to, the following: Serves as chief financial advisor to the City Manager. Oversees and manages the City's investment portfolio and may serve as City Treasurer. Maintains financial records. Develops financial studies and plans. Forecasts, estimates, and monitors the financial condition to assure the fiscal well being of the City. Develops and recommends appropriation transfers, financing plans, and other financial activities, as required. Manages the development and implementation of Department goals, objectives, policies, and priorities. Plans, organizes and directs the financial activities of the City including accounting, cash management, investments, revenue collection, utility billing and licensing services. Allocates resources accordingly.

Oversees the preparation of the City's budget; pre-audits projected budget before referral to the City Manager in a final form; provides inter-City coordination of fiscal and budgetary matters. Directs the preparation of financial reports as required by law; manages the various financial reports and analyses, as required and/or requested by the City Manager. Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors work load, administrative and support systems and internal reporting relationships; identifies opportunities for improvement; directs the implementation of changes. Represents the Department to other City departments, elected officials and outside agencies; explains and interprets Department programs, policies and activities; negotiates and resolves sensitive, significant and controversial issues.

Plans, directs and coordinates, through subordinate level managers, the Department's work plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures. Provides leadership and direction in the development of short and long range Plans. Develops and implements various systems and procedures to meet departmental goals, objectives, policies and priorities including budgeting systems, revenue forecasting programs, and cash managements of the City idle funds. Manages and participates in the development and administration of the Department budget; directs the forecast of additional funds needed for staffing, equipment, materials and supplies; directs the monitoring of and approved expenditures; directs the preparation of and implements budgetary adjustments as necessary. Establishes and maintains internal control procedures and assures that state and national standard accounting procedures are maintained.

Assures that assigned areas of responsibility are performed within budget; performs cost-control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds; personnel, materials, facilities, and time. Supervise the collection of taxes, fees, and other receipts in accordance with applicable law and generally accepted accounting procedures. Oversees and manages the investment of City funds. Directs the preparation of state and Federal reports, including tax reports. Attends City Council meetings as determined necessary by the City Manager. Oversees the City's issuance of bonds and other debt services, as required.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

Operational characteristics, services, and activities of a comprehensive administrative services program; principles and practices of administration related to finance, purchasing, payroll and benefits, and risk management; advanced principles and practices of budget preparation and administration; principles of supervision, training and performance evaluation; pertinent Federal, State and local laws, codes and regulations, and the interrelationship of departmental programs with other City departments and agencies.

### **Ability to:**

Provide leadership to the Department and organize employees around common goals; plan, develop, organize, direct and coordinate the work of management, supervisory, professional and technical, and clerical personnel; delegate authority and responsibility; identify and respond to community, City Manager and City Council issues, concerns and needs; analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals; research analyze and evaluate service delivery methods, procedures and techniques; prepare and administer large and complex budgets; prepare clear and concise administrative reports; communicate effectively both orally and in writing; exercise good judgment, flexibility, creativity,

and sensitivity in response to changing situations and needs; establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work; and participate with other department heads on the City's Administrative Team.

## **DESIRED MINIMUM QUALIFICATIONS**

### **Education and Experience**

Equivalent to a bachelor's degree in accounting, finance, business or public administration, or closely related field; a Master's degree in business or public administration desirable. Seven years of progressively responsible finance work experience. At least three years of experience must be at the supervisory level.

### **Special Requirements**

A valid California driver's license or ability to obtain one within three months. Must be bondable.

## **TOOLS AND EQUIPMENT USED**

Personal computer, including word processing and spreadsheet software; mainframe computer system; 10-key calculator; telephone; copy machine; and fax machine.

## **PHYSICAL DEMANDS**

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

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: **Animal Services Officer**  
Pay Grade: **15**  
Effective: November 14, 2012

Department: **Animal Control**  
Class: **General, Non-Exempt**  
Revised:

**GENERAL PURPOSE**

The Animal Services Officer shall enforce all applicable laws and ordinances regarding stray, dangerous, nuisance domestic and wild animals; investigates complaints; patrols assigned areas; captures animals; performs other duties related to humane animal protection and control.

**SUPERVISION RECEIVED AND EXERCISED**

Under general direction of the Animal Control Supervisor.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

The Animal Services Officer investigates complaints from the public and other agencies regarding nuisance, stray, uncontrolled, dangerous, wild or diseased animals. Conducts initial investigation of complaints regarding animal cruelty; investigates animal bites, arranging for appropriate identification and quarantine. Investigates and reports alleged complaints on cruelty to animals as well as any complaints of vicious animals. May impound animals under the authority of applicable local, State or Federal laws. Educates the public on laws, codes, ordinances and policies relating to the care and control of animals. Issues citations for violations of applicable regulations, files criminal complaints with City Attorney or District Attorney and may testify in court or administrative hearings regarding citations and disposition of complaints.

Operates an animal services vehicle patrolling streets and alleys to capture and confine wild, stray and unlicensed animals for impounding; removes dead animals from public and private properties; transports injured animals. Identifies symptoms of common animal diseases and recommends veterinary medical care, isolation or destruction. May perform and/or assist in the euthanasia of animals. Operates humane traps, mobile radios, and related animal services tools and equipment. Keeps equipment and vehicle in clean and healthful condition to accept impounded animals.

Examines dog licenses for validity and issues warning notices and citations to delinquent owners. Solicits payments and collects fees for animal licenses; issues receipts; maintains records and activities through use of a personal computer. Investigates and makes recommendations regarding the issuance of

permits to keep wild animals within City limits. Maintains records and prepares daily reports. May assist the public to include answering inquiries, collecting redemption, license fees; processing of paperwork.

## **EMPLOYMENT STANDARDS**

### **Knowledge:**

Basic species and breed identification of a variety of domestic and common wild animals. Symptoms and behavior associated with rabies and other common diseases of animals. Behavior and handling of common domestic or wild animals. Methods and equipment used in the care and control of animals. State and local laws and ordinances pertaining to the proper care and control of animals. The ability to assess animal behavior and make effective decisions regarding handling, capturing or destroying the animal under stressful or emergency situations; Identify symptoms and behavior associated with rabies and other common domestic animal diseases.

### **Ability to:**

Maintain accurate records and prepare reports; use of independent judgment and initiative in accomplishing work assignments; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationship with coworkers, volunteers, and the public; follow oral and written instructions; deal tactfully, courteously and effectively with the public when providing customer service.

## **DESIRED MINIMUM QUALIFICATIONS**

### **Education and Experience**

Graduation from an accredited college with an Associate of Science degree in Animal Health Technology, Animal Husbandry, Animal Science or closely related field is preferred or any combination of experience and education that is likely to develop the required skill and knowledge above. Three years of paid professional experience working in an animal control agency or humane society as an animal control/humane officer with responsibilities including the enforcement of laws and the handling of various animal species, both wild and domestic. Graduation from an accredited animal control academy (such as the National Animal Control Association) is preferred.

### **Special Requirements**

Must possess a valid California driver's license. Must obtain a Certificate of Completion of Euthanasia by Injection, Certificate of Completion of Arrest, Search and Seizure (Penal Code 832), and Certificate of Completion of Basic Humane Officer Training Academy prior to completion of the probationary period. Must be willing to work out-of-doors in all weather conditions; work in exposure to infectious animal diseases, animal wastes, animal bites, allergens, and must be able to tolerate the euthanization of animals. Must be willing to work irregular hours, weekends, holidays, overtime, split shifts and 24-hour call.

## **TOOLS AND EQUIPMENT USED**

Must be familiar with and skilled in the proper use of 48" instant release control poles, 36" animal grasper, animal traps, raccoon/skunk boxes, animal gauntlets, 30" snappy snares, 42" snake tongs, dog leads, Oplus-XT Rifle/pistol projector tranquilizer equipment, injection equipment for humane euthanasia and other equipment for control and capture purposes.

## **PHYSICAL DEMANDS**

Must be medically fit to work with animals and be able to occasionally lift and carry up to 80 pounds. Must be willing to obtain a pre-exposure rabies vaccination, and, when medically required, revaccination shots. It also requires regular work with a personal computer, walking, standing, bending, stooping and reaching. Possess the ability to regularly operate a motor vehicle and on occasion connect a horse or cattle trailer.

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

<b>Class Title: Animal Services Supervisor</b>	<b>Department: Animal Control Services</b>
<b>Pay Grade: 22</b>	<b>Class: General , Non-Exempt</b>
<b>Effective: November 14, 2012</b>	<b>Revised:</b>

**GENERAL PURPOSE**

Under direct supervision of the Community Services Director, the Animal Services Supervisor provides first-line supervisory duties over staff working to ensure compliance with and enforcement of State and City ordinances, regulations and policies related to humane animal treatment and control work including impounding and quarantine, licensing, arranging spaying and neutering of adopted animals, vaccinating, and destroying of animals. Experience in humane investigations highly desired.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

The Animal Services Supervisor is responsible for the overall supervision of field officers in the City of Wildomar Animal Services Department. The Animal Services Supervisor will also be in the field on a daily basis as necessary.

The following duties and other duties related duties may be performed; not all duties listed are necessarily performed by each individual.

Supervises and coordinates activities of staff working in Animal Services; plans assigns, and evaluates staff performance, program operations and special projects to accomplish essential and emergency tasks; investigates and solves operational, programmatic, and personnel problems; examines work results and provides training to improve performance and safety precautions; observes animals' living environment and health and informs staff of remedial actions needed; Assists in budget recommendations and program budget requests; prepares operational and cost reports; works with other agencies enforcing animal control laws and regulations such as the Department of Fish and Game, Highway Patrol, Sheriff's Department, and the Coroner's Office; explains and enforces State and local laws and ordinances relating to the care, humane treatment, and quarantine and impounding of animals; monitors and stays abreast of new legislation and policies related to animal care and enforcement; prepares and presents, both orally and in writing, reports, correspondence, and recommendations; prepares requests for legal documentation and remedies; prepares evidence for court cases; testifies in court and at administrative proceedings; represents the County at hearings and public meetings, acts in the absence of the Department Manager, as needed.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

Principles and techniques of supervision, training and employer-employee relations; Principles of public speaking and oral presentations; Principles of public sector budgeting and cost allocations; Principles and methods of organizational administration and management; Principles and procedures of interviewing and fact-finding; Comprehensive knowledge of State and local codes, ordinances and regulations governing licensing, quarantine, impounding, care, adoption, releasing and disposal of animals (domestic, exotic, wild); Departmental animal control/humane treatment policies and procedures; Correct English and clear and comprehensive writing style for business and technical topics; Communication, negotiation, and behavioral techniques that foster collaboration and effectively achieve compliance and related program goals; Legally sound investigative and documentation techniques including collecting and cataloging evidence; Workplace technologies such as word-processing and on-line mail, scheduling, research, and presentation, spreadsheets, and current office procedures and practices; General safety precautions and requirements; Methods and equipment used in handling various types of small and large animals, birds, reptiles, and livestock; Feeding and caring for animals; Physical and behavioral characteristics of common breeds of domestic animals; and Symptoms of common animal diseases.

### **Ability to:**

Identify and handle multiple activities and resources to successfully manage programs and projects on time, meeting critical deadlines, within budget and with required quality and customer service; Apply human resources/personnel, administrative, and operational policies and practices fairly and consistently; Plan, coordinate, assign and evaluate the work of Animal Services Officers and Animal Care Attendant staff for pertinence, accuracy and completeness; Plan and oversee staff training and development; Identify immediate and long-term program and staffing needs and possible solutions; Build relationships, coalitions, and alliances inside and outside of the department in order to coordinate and achieve program goals and departmental results; Read, interpret, and apply applicable rules, regulations, codes, laws and ordinances governing the control and humane treatment of animals; communicate clearly, confidently, and persuasively to a variety of audiences from different social-economic and cultural backgrounds, governmental boards, civic organizations; explain legal requirements accurately and tactfully; Write English at a level necessary to keep accurate records and prepare clear and concise reports; Perform basic arithmetic calculations (addition, subtraction, multiplication, division, ratios, and percentages); Investigate, evaluate and resolve disciplinary issues and customer complaints in accordance with applicable laws and in an ethical, impartial and efficient manner; Use workplace technologies, tools, and equipment to achieve operational goals; Use sound judgment and personal initiative to accomplish assignments; Operate the equipment used in handling various types of small and large animals, birds, reptiles, and livestock; Safely care for and physically control domestic and exotic animals, birds and reptiles; Destroy animals

## **DESIRED MINIMUM QUALIFICATIONS**

### **Education and Experience**

2 years Supervisory Experience, Graduation from an accredited college with an Associate of Science degree in Animal Health Technology, Animal Husbandry, Animal Science or closely related field is preferred or any combination of experience and education that is likely to develop the required skill and knowledge above. Three years of paid professional experience working in an animal control agency or humane society as an animal control/humane officer with responsibilities including the enforcement of laws and the handling of various animal species, both wild and domestic. Graduation from an accredited animal control academy (such as the National Animal Control Association) is preferred.

### **Special Requirements**

Must possess a valid California driver's license. Must obtain a Certificate of Completion of Euthanasia by Injection, Certificate of Completion of Arrest, Search and Seizure (Penal Code 832), and Certificate of Completion of Basic Humane Officer Training Academy prior to completion of the probationary period. Must be willing to work out-of-doors in all weather conditions; work in exposure to infectious animal diseases, animal wastes, animal bites, allergens, and must be able to tolerate the euthanization of animals. Must be willing to work irregular hours, weekends, holidays, overtime, split shifts and 24-hour call.

### **TOOLS AND EQUIPMENT USED**

Must be familiar with and skilled in the proper use of 48" instant release control poles, 36" animal grasper, animal traps, raccoon/skunk boxes, animal gauntlets, 30" snappy snares, 42" snake tongs, dog leads, Oplus-XT Rifle/pistol projector tranquilizer equipment, injection equipment for humane euthanasia and other equipment for control and capture purposes.

### **PHYSICAL DEMANDS**

Must be medically fit to work with animals and be able to occasionally lift and carry up to 80 pounds. Must be willing to obtain a pre-exposure rabies vaccination, and, when medically required, revaccination shots. It also requires regular work with a personal computer, walking, standing, bending, stooping and reaching. Possess the ability to regularly operate a motor vehicle and on occasion connect a horse or cattle trailer.

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: <b>Assistant City Clerk</b>	Department: <b>City Clerk's Office</b>
Pay Grade: <b>22</b>	Class: <b>General, Non-Exempt</b>
Effective: November 14, 2012	Revised:

**GENERAL PURPOSE**

The Assistant City Clerk reports to the City Clerk to serve as the administrative support for the Office of the City Clerk. The Assistant City Clerk is responsible for performing the functions and duties assigned by the laws of the State of California, ordinances and resolutions enacted by the City Council and to perform such other duties and functions as the City Clerk assigns.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

- Coordinates election activities such as preparing and distributing information, coordinating between jurisdictions, training staff in procedures, etc.;
- Assists in the development of long and short range administrative planning and in the establishment of operational goals and objectives;
- Interprets policies and provides direction to staff and the public on policy and procedural changes;
- Provides general assistance to the City Clerk and, acts as the City Clerk in her absence;
- Coordinates with the Mayor on board and commission appointments; types and distributes memorandum to Council and follow-up letter to appointees;
- Maintains the board and commission list and applications which includes review of files for accurate information;
- Take and transcribe minutes of meetings from digital audio equipment;
- Monitors the agenda collection process and preparation of Council packet;
- Interprets policies, procedures and laws as applies to office activities;
- Researches and retrieves information requests from customers;
- Resolves customer complaints or issues;
- Performs all work duties and activities in accordance with City policies, procedures;
- Works in a safe manner and reports unsafe activity and conditions.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

Applicable Federal, State, and municipal laws, codes and regulations, such as the Brown Act, Public Records Act, Americans with Disabilities Act, Political Reform Act, California Elections Code, and Wildomar Municipal Code; municipal government structure and organization of council/manager form of government; parliamentary procedures; principles and practices of municipal budget preparation and administration; modern and complex principles and practices of City Clerk services program development and administration

### **Ability to:**

Type at least 40 words per minute;  
Interpret federal, state and local laws, codes and regulations;  
Deal tactfully and diplomatically with government officials, politicians and the general public;  
Operate a variety of standard office equipment;  
Communicate effectively, both orally and in writing;  
Maintain effective working relationships with other City employees, supervisory personnel, state and local elected officials and the public;  
Operate a personal computer and related software such as word processing, spreadsheets, etc.;  
Use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions.

## **DESIRED MINIMUM QUALIFICATIONS**

Any combination of education and experience that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

### **Education and Experience**

An Associate's Degree in Government Studies, Public Administration or a related field;  
Four (4) to six (6) years experience in a government office, with at least 2 years experience in the city clerks office.

### **Special Requirements**

Possession of Notary Public commission at time of appointment, or ability to obtain commission within one year.

Possession of Certified Municipal Clerk (CMC) designation by the International Institute of Municipal Clerks.

Possession of a valid California Class C Driver's License at the time of appointment.

Must attend meetings outside of normal working hours.

**TOOLS AND EQUIPMENT USED**

Personal computer including word-processing, spreadsheet, and data software; motor vehicle; telephone; mobile communication equipment; fax machines; scanners and copiers.

**PHYSICAL DEMANDS**

Work indoors in an office environment; sit at a desk or in meetings for long periods of time; occasional lifting up to 25 pounds, walking, some bending, stooping, and squatting; may travel to various City and other public agency locations in vehicle; may be exposed to dust, noise, machinery, moving objects or other vehicles in the performance of assigned duties.

**Approval:** \_\_\_\_\_  
Human Resources Manager

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

Applicable Federal, State, and municipal laws, codes and regulations, such as the Brown Act, Public Records Act, Americans with Disabilities Act, Political Reform Act, California Elections Code, and Wildomar Municipal Code; municipal government structure and organization of council/manager form of government; parliamentary procedures; principles and practices of municipal budget preparation and administration; modern and complex principles and practices of City Clerk services program development and administration

### **Ability to:**

Type at least 40 words per minute;

Interpret federal, state and local laws, codes and regulations;

Deal tactfully and diplomatically with government officials, politicians and the general public;

Operate a variety of standard office equipment;

Communicate effectively, both orally and in writing;

Maintain effective working relationships with other City employees, supervisory personnel, state and local elected officials and the public;

Operate a personal computer and related software such as word processing, spreadsheets, etc.;

Use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions.

## **DESIRED MINIMUM QUALIFICATIONS**

Any combination of education and experience that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

### **Education and Experience**

An Associate's Degree in Government Studies, Public Administration or a related field;

Four (4) to six (6) years experience in a government office.

### **Special Requirements**

Possession of Notary Public commission at time of appointment, or ability to obtain commission within one year.

Possession of Certified Municipal Clerk (CMC) designation by the International Institute of Municipal Clerks and/or Certified Records Manager designation from the Association of Records Managers and Administrators (ARMA) are both desirable.

Possession of a valid California Class C Driver's License at the time of appointment.

Must be willing to attend meetings outside of normal working hours.

**TOOLS AND EQUIPMENT USED**

Personal computer including word-processing, spreadsheet, and data software; motor vehicle; telephone; mobile communication equipment; fax machines; scanners and copiers.

**PHYSICAL DEMANDS**

Work indoors in an office environment; sit at a desk or in meetings for long periods of time; occasional lifting up to 25 pounds, walking, some bending, stooping, and squatting; may travel to various City and other public agency locations in vehicle; may be exposed to dust, noise, machinery, moving objects or other vehicles in the performance of assigned duties.

**Approval:** \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: <b>Assistant City Manager</b>	Department: <b>City Manager</b>
Pay Grade: <b>45</b>	Class: Executive, Exempt
Effective: July 1, 2009	Revised: November 14, 2012

**GENERAL PURPOSE**

The Assistant City Manager of Administration provides leadership and direction to several major functional areas/departments of the City to include, administrative Services, Finance, Human Resources, Risk Management, Contract Compliance, and the position will also provide police contract oversight. Position provides highly responsible and complex support to the City Manager, City Council and commissions as a member of the City Manager’s Executive team.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

The A.C.M. is charged with the responsibility for policy development, program planning and implementation of City-wide policies and procedures. Ensures that the objectives set forth by the City Council and City Manager are carried out. Make oral and written presentations to the City Council. Ensures that City policies are followed, contracts are updated and enforced, and that all departments within the City have adequate resources to maintain levels of service.

In addition to providing designated staff and policy assistance to the City Manager, this position has administrative responsibility for policy development, program planning and implementation. The incumbent is responsible for accomplishing administrative goals and objectives and/or furthering City goals and objectives.

The A.C.M. prepares and recommends long-range plans for City services and programs; develops specific proposals for action on current City needs. The A.C.M. ensures the implementation of all activities throughout the City related to the broad function of human resources and provides expert professional assistance to City management staff in human resources and related matters.

The ACM is responsible for the overall direction and implementation of the Risk Management program for the City’s liability, general insurance, and casualty and property program; analyzes, develops and recommends new and improved procedures and programs. Ensures that all insurance requirements projects the fiscal stability of the City.

Performs other duties as assigned by the City Manager.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

Principles and practices of public management, human resource management, risk management, contract management and exceptionally strong leadership abilities. Administrative principles and methods, including developing and implementing goals, objectives, policies, procedures, work standards, and internal controls. Effective resolution techniques for complex technical and personnel issues, evaluating alternative solutions and adopting effective courses of action. Strong understanding of technical disciplines, procedures and applicable City, State and Federal laws affecting the administration of the above specialized areas.

### **Ability to:**

Work collaboratively across all City departments and disciplines. Must have superior team and consensus building skills as well as communication skills.

## **DESIRED MINIMUM QUALIFICATIONS**

### **Education and Experience**

Graduation from an accredited four-year college or university with a (4)-year degree in public administration, organizational development, business administration or related field. Master's Degree is preferred and ten (10) years of demonstrated leadership experience in a highly visible management or leadership position; or any equivalent combination of education and experience that would likely provide the required knowledge and abilities.

### **Special Requirements**

Must possess and maintain a valid California driver's license and acceptable driving record.

## **TOOLS AND EQUIPMENT USED**

Personal computer including word processing and Excel spreadsheet software; 10-key calculator; telephone; email; copy machine; fax machine and other office devices that the City may provide or acquire in the future.

## **PHYSICAL DEMANDS**

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

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: <b>Building Inspector I, II</b>	Department: <b>Building and Safety</b>
Pay Grade: <b>23 (I) and Grade 25 (II)</b>	Class: <b>General, Non-Exempt</b>
Effective: <b>November 14, 2012</b>	Revised:

**GENERAL PURPOSE**

Under general supervision, to conduct on-site inspection of building construction and modification activities, and to do related work as required...

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

Under the general supervision of the Building Official, performs field inspections of industrial, commercial and residential buildings during various stages of construction and remodeling to assure compliance with applicable codes and regulations; interprets codes and ordinances; investigates and makes reports on apparent violations of the applicable codes and regulations; reviews building plans and specifications; provides information to developers, city departments and the public; issues permits and collects fees as required; makes recommendations for corrections and confers with contractors and builders to resolve apparent violations of building and related codes; prepares, records, reports and enters building inspection activity information in files and computer applications

**EMPLOYMENT STANDARDS**

**Knowledge of:**

State and local building codes; standard installation procedures for electrical, plumbing and mechanical fixtures; terminology and techniques used in building construction; and principles of structural design and basic mathematics used in construction.

**Ability to:**

Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials; read and interpret building plans, specifications and building codes; detect deviations from plans or specifications and standard construction practices; make arithmetical computations rapidly and accurately; maintain basic record keeping practices on paper or with a computer; maintain cooperative working relations with builders, contractors, city employees and the general public.

## DESIRED MINIMUM QUALIFICATIONS

### Education and Experience

A high school diploma or equivalent with courses in office automation or specialized job training. An associate degree or completion of technical courses in building codes or inspection principles and techniques, or technical certifications are desirable.

Three years of full-time paid experience in building construction with at least one year of building inspection experience. Building Inspector II requires 3 years of inspection experience. Municipal experience and familiarity with computerized applications for building inspection are highly desirable.

### Special Requirements

Possession of a valid, appropriate California Driver's License and an acceptable driving record, and the ability to operate a vehicle to perform on-site inspections and attend various meetings

**Licenses:** Possession of a Class C California Drivers License and a good driving record.

**Certificates:** Certifications by the International Conference of Building Officials such as the ICBO Combo, Accessibility/ADA, Plans Examiner, Mechanical/Energy, Reinforced Concrete or others as identified by the City as applicable to city business are desirable.

## TOOLS AND EQUIPMENT USED

Includes the use of a personal computer including word-processing, spreadsheet, and data software; fax machines and electronic copiers, motor vehicle, telephone and cellular telephone, flashlight, and a variety of testing equipments, etc.

## PHYSICAL DEMANDS

*Level A 1:* Physical demands include mobility to work in a standard office setting and the use of standard office equipment/s, including a computer as well as various testing equipments; occasional lifting up to 25 pounds and to walk, stoop, squat and work in cramped conditions or the inspection of various construction and building sites and infrastructure. Working within crawl spaces may bring the inspector into contact insects and/or rodents. Inspections occur year round involving all weather types.

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: <b>Chief Building Official</b>	Department: <b>Building and Safety</b>
Pay Grade: <b>35</b>	Class: <b>Management, Exempt</b>
Effective: November 14, 2012	Revised:

**GENERAL PURPOSE**

To supervise and perform office and combination field inspection work in the enforcement of regulations governing structural, housing, electrical and plumbing construction and to review plans and issue building permits.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

Assign and supervise the work of subordinates engaged in the enforcement of building construction regulations and codes; perform the most difficult field inspections; review inspections and decisions made by subordinate or contract inspectors when unusual conditions exist; review permit applications and check plans for conformance with appropriate codes and regulations; collect fees, issue permits and perform related work; resolve conflicts with developers; prepare enforcement correspondence as necessary; maintain a record of and prepare reports on building activity; provide technical assistance to contractors; respond to complaints and requests for information from the public; interpret codes and ordinances; coordinate inspection activities with other departments and agencies; review new materials and methods of construction for compliance with codes; prepare agenda items and make presentations of the City Council; and perform related duties as required.

**EMPLOYMENT STANDARDS**

**Knowledge of and Ability to:**

Knowledge of all major types of building construction, materials and equipment and of stages in construction when possible defects in structural, electrical and mechanical, as well as violations of codes and standards, may most easily be detected and corrected; applicable building, zoning and related codes and ordinances; basic engineering principles; modern developments, current literature and sources of information in the field of municipal building inspection; principles, practices and equipment of modern office management and principles of supervision, training, and performance evaluation; and ability to communicate clearly and concisely, orally and in writing; understand and interpret building plans and specifications; enforce ordinances and regulations firmly, tactfully and impartially; and supervise, train and evaluate technical and clerical subordinates.

## DESIRED MINIMUM QUALIFICATIONS

### Education and Experience

**Education:** Equivalent to completion of the twelfth grade supplement by specialized courses in building construction principles, practices and techniques.

**Experience:** Five years of building inspection experience involving structural, housing, electrical and plumbing inspection work. Supervisory experience is desirable.

### Special Requirements

**Licenses:** Possession of a Class C California Drivers License and a good driving record.

**Certificates:** Possession of the Combination Inspector, Plans Examiner, and Certified Building Official certificates from a recognized model code certification program is highly desirable.

## TOOLS AND EQUIPMENT USED

Includes the use of a personal computer including word-processing, spreadsheet, and data software; fax machines and electronic copiers, motor vehicle, telephone and cellular telephone, flashlight, and a variety of testing equipments, etc.

## PHYSICAL DEMANDS

*Level A 1:* Physical demands include mobility to work in a standard office setting and the use of standard office equipment/s, including a computer as well as various testing equipments; occasional lifting up to 25 pounds and to walk, stoop, squat and work in cramped conditions or the inspection of various construction and building sites and infrastructure. Working within crawl spaces may bring the inspector into contact insects and/or rodents. Inspections occur year round involving all weather types.

Approval: \_\_\_\_\_  
Human Resources Manager

## The City of Wildomar

### CLASSIFICATION DESCRIPTION

Class Title: **City Clerk**  
Pay Grade : **32**  
Effective: April 22, 2009

Department: **City Manager**  
Class: **Mangement, Exempt**  
Revised: November 14, 2012

#### **GENERAL PURPOSE**

The City Clerk reports to the City Manager to serve as the principal administrative officer for the Office of the City Clerk. The City Clerk is responsible for performing the functions and duties assigned by the laws of the State of California, ordinances and resolutions enacted by the City Council and to perform such other duties and functions as the City Manager assigns.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

Assumes full management responsibility for all City Clerk's Office services and activities; attends regular and special City Council meetings and oversees or performs an accurate recording of the proceedings; codifies and maintains the Wildomar Municipal Code; oversees indexing and filing of City records; coordinates and administers municipal elections in conjunction with the County Registrar of Voters; manages the receipt and processing of petitions relating to initiatives, recalls and referendums; administers and directs the posting, mailing and publication of legally required notices and public hearings; responsible for the preparation and distribution of agendas, materials, minutes, and records of meetings; administers the provisions of the Brown Act, Political Reform Act, and Public Records Act; maintains custody of the official City Seal and safeguards official records and archives of the City including ordinances, resolutions, contracts, deeds, and minutes; facilitates the recordation of such documents as required; administers and files oaths of office; serves as Filing Officer and Filing Official for required disclosures under the Political Reform Act; prepares and presents staff reports and other necessary correspondence; manages the records program, develops, directs, and manages department budget; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; assesses and monitors workload distribution and support systems; selects, trains, motivates and evaluates department personnel; establishes department goals, objectives, policies and priorities; provides technical and administrative assistance to members of the City Council as directed; responds to citizen inquiries and resolves difficult and sensitive complaints; receives official appeals, filings, and claims against the City; provides notary and attestation service for official records; performs other or related duties as assigned.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

Applicable Federal, State, and municipal laws, codes and regulations, such as the Brown Act, Public Records Act, Americans with Disabilities Act, Political Reform Act, California Elections Code, and Wildomar Municipal Code; municipal government structure and organization of council/manager form of government; parliamentary procedures; principles and practices of municipal budget preparation and administration; modern and complex principles and practices of City Clerk services program development and administration; effective management and supervision; principles and practices of planning, organizing, assigning, directing, reviewing, and evaluating departmental staff activities; selecting, motivating, and evaluating staff and providing for their training and professional development; municipal records management; principles, methods and trends of public and business administration including research techniques, report writing, presentations, statistical concepts, communication technology, and project management.

### **Ability to:**

Research, analyze, and evaluate service delivery methods, procedures and techniques; comprehend and implement complex and comprehensive laws and regulations; ensure compliance with Federal, State and municipal laws, rules, regulations, policies, procedures, and requirements related to the functions of the City Clerk; prepare and present staff reports, conduct research and perform analysis for special projects; administer the records management program, including receipt and maintenance of official City documents and records, electronic imaging, and developing and carrying out the Records Retention Schedule; maintain current and past legislative history of City Council actions and provide research and reference services to the public and City staff; select, plan, organize, assign, direct, review, and evaluate departmental staff and provide for their training and professional development; appropriately delegate authority and responsibility; exhibit excellent management skills and demonstrate success at motivating staff and maximizing productivity; establish and maintain cooperative working relationships with elected officials, department heads, outside agencies, and the general public, gain cooperation through collaboration and discussion; identify and respond to community and City Council issues, concerns, and needs providing equal service to all; maintain neutrality and be politically astute, capable of making impartial professional recommendations within a political environment; work under pressure and time constraints; remain poised and controlled when challenged; be flexible, unbiased and have a strong sense of professional ethics; maintain confidentiality of sensitive information; communicate clearly and concisely, verbally and in writing; plan, organize, and facilitate meetings; work long and varied hours, including evenings and/or weekends, if required.

## **DESIRED MINIMUM QUALIFICATIONS**

Any combination of education and experience that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**Education and Experience**

**Experience:**

Five (5) years of progressively responsible work in a public administration environment, or related field, including professional-level experience in records management, and at least two (3) years of supervisory responsibility.

**Education:**

Equivalent to a Bachelor’s Degree from an accredited college or university with major course work in public administration, or a closely related field.

**Special Requirements**

Possession of Notary Public commission at time of appointment, or ability to obtain commission within one year.

Possession of Certified Municipal Clerk (CMC) designation by the International Institute of Municipal Clerks and/or Certified Records Manager designation from the Association of Records Managers and Administrators (ARMA) are both desirable.

Possession of a valid California Class C Driver’s License at the time of appointment.

Must be willing to attend meetings outside of normal working hours.

**TOOLS AND EQUIPMENT USED**

Personal computer including word-processing, spreadsheet, and data software; motor vehicle; telephone; mobile communication equipment; fax machines; scanners and copiers.

**PHYSICAL DEMANDS**

Work indoors in an office environment; sit at a desk or in meetings for long periods of time; occasional lifting up to 25 pounds, walking, some bending, stooping, and squatting; may travel to various City and other public agency locations in vehicle; may be exposed to dust, noise, machinery, moving objects or other vehicles in the performance of assigned duties.

**Approval:** \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: <b>City Engineer</b>	Department: <b>Engineering Services</b>
Pay Grade: <b>39</b> Effective: November 14, 2012	Class: <b>Management, Exempt</b> Revised:

**GENERAL PURPOSE**

Under general administrative direction, plans, directs, manages, and oversees the functions, programs, and operations of the Engineering Services Department; coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the Assistant City Manager and City Manager.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

- Assumes full management responsibility for all Engineering Services Department functions, programs, and operations including engineering design, traffic, development services, capital improvement projects, surveying, field inspection, and related operations, functions, and program areas.
- Manages the development and implementation of Departmental goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures.
- Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
- Assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs and implements changes.
- Plans, directs, and coordinates, through subordinate level staff, the Engineering Services Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
- Develops and administers the Department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies;

- approves expenditures and implements budgetary adjustments as appropriate and necessary.
- Provides staff assistance to the Assistant City Manager and City Manager; prepares, reviews, and presents staff reports including those for City Council meetings; prepares and/or reviews written correspondence on a variety of City programs and projects.
- Represents the Engineering Services Department to other departments, elected officials, and outside agencies; coordinates assigned activities with those of other departments and outside agencies and organizations.
- Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
- Participates on a variety of boards, commissions, and committees.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of engineering.
- Responds to and resolves difficult and sensitive citizen inquiries and complaints.
- Performs related duties as required.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

- Operations, services, and activities of engineering functions, activities and program areas.
- Principles and practices of program development and administration.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.
- Concepts, theories, principles, and practices of civil engineering.
- Types and level of maintenance and repair activities generally performed in engineering services.
- Modern methods, tools, equipment, materials, and work practices utilized in the design, construction, installation, operation, maintenance, and repair of related facilities and systems.
- Methods and techniques of contract negotiations and administration.
- Principles and practices of construction/capital improvement project management, administration, and coordination.

### **Ability To:**

- Manage and direct a comprehensive engineering services department including engineering design, traffic, development services, capital improvement projects, surveying, field inspection, and related operations, functions, and program areas.
- Develop and administer departmental goals, objectives, and procedures.

- Analyze and assess programs, policies, and operational needs and make appropriate adjustments.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Select, supervise, train, and evaluate staff.
- Plan, organize, direct, and coordinate the work of lower level staff.
- Delegate authority and responsibility.
- Review and evaluate engineering plans and specifications for related projects.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Prepare clear and concise administrative and financial reports.
- Prepare and administer large and complex budgets.
- Interpret and apply applicable federal, state, and local policies, laws, and regulations.
- Oversee and perform a variety of professional engineering functions.
- Negotiate and administer various contracts and agreements.
- Identify and respond to sensitive community and organizational issues, concerns, and needs.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

## **DESIRED MINIMUM QUALIFICATIONS**

### **Education and Experience**

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**Education/Training:** A Bachelor's degree from an accredited college or university with major course work in civil engineering, public administration, or a related field. A Master's degree is highly desirable.

**Experience:** Ten years of increasingly responsible civil engineering experience including three years of management and administrative responsibility.

**License or Certificate -** Possession of a valid California Certificate of Registration as a Professional Civil Engineer. Possession of an appropriate, valid driver's license.

## **TOOLS AND EQUIPMENT USED**

Includes the use of a personal computer including word-processing, spreadsheet, and data software; fax machines and electronic copiers, motor vehicle, telephone and cellular telephone, flashlight, and a variety of testing equipments, etc.

## **PHYSICAL DEMANDS**

*Level A 1:* Physical demands include mobility to work in a standard office setting and the use of standard office equipment/s, including a computer as well as various testing equipments; occasional lifting up to 25 pounds and to walk, stoop, squat and work in cramped conditions or the inspection of various construction and building sites and infrastructure. Working within crawl spaces may bring the inspector into contact insects and/or rodents. Inspections occur year round involving all weather types.

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar  
CLASSIFICATION DESCRIPTION**

Class Title: <b>City Manager</b>	Department: <b>City Council</b>
Pay Grade: \$179,000 by Contract	Class: Executive, Exempt
Effective: April 22, 2009	Revised Date: November 14, 2012

**GENERAL PURPOSE**

The City Manager reports to and serves at the pleasure of the City Council. The position serves as the Chief Executive Officer of the city and provides leadership and direction to all functional areas/departments of the City to include, human resources, accounting and finance, risk management, contract compliance, planning, public works and public safety. The City Manager will provide highly responsible and complex support to the City Council.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

The City Manager is charged with the responsibility for the implementation and interpretation of city-wide policies and procedures while ensuring that the goals and objectives set forth by the City Council are accomplished. Makes oral and written presentations to the City Council and represents the City to the region at various public and governmental events. Ensures that all departments within the City have adequate resources through sound fiscal planning and expenditure to maintain high levels of community service.

The City Manager prepares and recommends long-range operational and fiscal plans for City services and programs; develops specific proposals for action on current City needs. Must work closely with the Mayor, City Council, boards and commissions, a variety of public and private organizations, and citizen groups in implementing programs and projects to resolve identified problems/issues to ensure the long-term success of the city.

**EMPLOYMENT STANDARDS**

**Knowledge of:**

Principles and practices of all aspects of city management, with exceptionally strong leadership collaborative skills and abilities; administrative principles and methods, including developing and implementing goals, objectives, policies, procedures, work standards, and internal controls. Sound and effective resolution techniques for complex technical and employee related issues, evaluating alternative solutions and adopting effective courses of action. Strong

understanding of technical disciplines, procedures and applicable City, State and Federal laws affecting the administration of the above specialized areas.

**Ability to:**

Work collaboratively across all City departments and disciplines. Must have superior team and consensus building skills as well as communication skills.

**DESIRED MINIMUM QUALIFICATIONS**

**Education and Experience**

Graduation from an accredited four-year college or university with a (4)-year degree in public administration, business administration or related field. Master's Degree is preferred and ten (10) years of demonstrated leadership experience in a highly visible management or leadership position; or any equivalent combination of education and experience that would likely provide the required knowledge and abilities.

**Special Requirements**

Must possess and maintain a valid California driver's license and acceptable driving record.

**TOOLS AND EQUIPMENT USED**

Personal computer including word processing and Excel spreadsheet software; 10-key calculator; telephone; email; copy machine; fax machine and other office devices that the City may provide or acquire in the future.

**PHYSICAL DEMANDS**

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

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: <b>Code Enforcement Officer I, II</b>	Department: <b>Code Enforcement</b>
Pay Grade: <b>19 (I), 21 (II)</b>	Class: General; <b>Non-Exempt</b>
Effective: <b>November 14, 2012</b>	Revised:

**GENERAL PURPOSE**

Under supervision of the Chief Building Official, (Code Enforcement Officer I) or general supervision (Code Enforcement Officer II), performs a variety of technical duties in support of the City's code enforcement program; monitors and enforces a variety of applicable ordinances, codes, and regulations related to land use matters, building, housing, health and safety, property maintenance, general inspection of mobile home parks, abandoned vehicle abatement, noise abatement, and other matters of public concern; investigates violations and initiates procedures to abate violations and obtain compliance including issuing notices of violations, citations, and other correspondence specifying necessary corrective actions, compliance, and compliance dates; serves as a resource and provides information on City regulations to property owners, residents, businesses, the general public, and other City departments and divisions

**DISTINGUISHING CHARACTERISTICS**

**Code Enforcement Officer I** – This is the entry level class in the Code Enforcement Officer series. Positions at this level are not expected to function with the same amount of program knowledge or skill level as positions allocated to the Code Enforcement Officer II level and exercise less independent discretion and judgment in matters related to work procedures and methods. Incumbents at this level are expected to become fully knowledgeable of the assigned area and learn to perform the full range of code enforcement investigative work. As a condition of employment, incumbents must successfully complete a P.O.S.T. - certified PC 832 course during their probationary period. Incumbents initially appointed to Code Enforcement Officer I level may progress to Code Enforcement Officer II after successfully completing one year (12 months) as a Code Enforcement Officer I with the City and achieving the qualifications and department requirements established for progression.

**Code Enforcement Officer II** – This is the journey level class in the Code Enforcement Officer series. Incumbents at this level require demonstrated ability to perform a variety of responsible code enforcement duties and provide training to lower level staff as needed. Positions in this class series are flexibly staffed and positions at the Code Enforcement Officer II level are normally filled by advancement from the Code Enforcement Officer I level. Positions at this level require one year of experience comparable to a Code Enforcement Officer I with the City or two years of experience performing public contact work of an investigative or inspection nature including at least one year of code enforcement

investigation/inspection work. In addition, incumbents must have successfully completed a P.O.S.T. – certified PC 832 course.

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

Incumbent enforces municipal codes and other applicable codes related to nuisance, zoning, pest infestation, noise, blight, graffiti, signage, junk and debris, abandoned or inoperable vehicles on private property, housing, and related abatement activities. Researches property ownership, zoning and parcel history; researches ordinances and history of ordinances affecting property uses; determines compliance of specific land with use permits, variances and development plans where improvements have been directed to meet zoning requirements. Responds to inquiries concerning related codes and ordinances; reads, interprets, explains, and applies applicable codes to assigned duties; composes written responses as required. Takes action on community complaints concerning a variety of code violations; conducts on-site investigations to identify nuisances, potentially hazardous conditions and code violations; prepares photographic evidence of violations; records observations. Notifies responsible parties of code and ordinance violations; instructs responsible parties concerning needed corrections to obtain compliance; conducts follow-up inspections to ensure corrections are made; notes actions taken and results achieved in case files and on computer database. Seeks compliance through written and personal contact; issues warnings and/or notices for code violations as required. Coordinates joint abatement and investigation activities with other city departments and agencies; informs departments of pending and ongoing investigations and activities; provides follow-up reports, records, and data to assist other departments involved in the zoning and abatement process.

Prepares and maintains a variety of records, reports, logs, memoranda, and files related to field and office investigations and activities. Compiles case files for public

hearings and court proceedings; testifies at hearings on behalf of the city. Performs related duties as assigned.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

Knowledge of State and local codes, regulations pertaining to building, substandard housing, zoning, and vehicle codes, along with the ability to communicate that knowledge on paper. Working knowledge of principles and practices of code enforcement; methods of office and field inspection work; discovering property ownership and zoning background, research methods and techniques related to all applicable codes.

### **Ability to:**

Ability to communicate effectively, both orally, and in writing - proficiency in the use of proper English usage, spelling, grammar, punctuation, arithmetic and basic mathematical calculations. Research, interpret, explain, and apply applicable codes and ordinances to abatement work. Design public information and education programs related to code compliance activities, make presentations to community groups and testify in hearings and court proceedings. Analyze situations and develop sound solutions, while maintaining safety at all times. Ability to plan and organize multiple tasks and projects to meet deadlines. Ability to obtain information through a variety of interview techniques; work fairly and courteously with all customers. Ability to develop and maintain effective working relationships with those contacted in the course of duties, using tact and sensitivity. Coordinate activities with other city departments, associated enforcement jurisdictions, and other parties of interest. Read maps and learn the city's geography. Develop and accurately maintain a variety of work records and documents including complete case files, logs, reports, and memoranda. Make presentations to community groups concerning codes, ordinances and city compliance programs

## **DESIRED MINIMUM QUALIFICATIONS**

### **Education and Experience**

Requires completion of an AA degree or equivalent. Must have at least two years of experience enforcing administrative rules and regulations involving field investigations pertaining to code compliance, and be comfortable with extensive public contact or any equivalent combination of education and experience that would likely provide the required knowledge and abilities is qualifying.

### **Special Requirements**

Possession of a valid, appropriate California Driver's License and an acceptable driving record, and the ability to operate a vehicle to perform on-site inspections and attend various meetings.

Basic and Advanced California Association of Code Enforcement (CACE) Certification is required as a condition of continued employment within one year after date of appointment/employment.

**TOOLS AND EQUIPMENT USED**

Includes the use of a personal computer including word-processing, spreadsheet, and data software; fax machines and electronic copiers, motor vehicle, telephone and cellular telephone, flashlight, and a variety of testing equipments, etc.

**PHYSICAL DEMANDS**

*Level A 1:* Physical demands include mobility to work in a standard office setting and the use of standard office equipment/s, including a computer as well as various testing equipments; occasional lifting up to 25 pounds and to walk, stoop, squat and work in cramped conditions or the inspection of various construction and building sites and infrastructure. Working within crawl spaces may bring the inspector into contact insects and/or rodents. Inspections occur year round involving all weather types.

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: <b>Community Services Director</b>	Department: <b>Community Services</b>
Pay Grade: <b>39</b>	Class: <b>Management, Exempt</b>
Effective: November 14, 2012	Revised:

**GENERAL PURPOSE**

Under general administrative direction, plans, directs, manages, and oversees the functions, programs, and operations of the Community Services Department including recreation, older adult, and public art services and activities; coordinates assigned activities with other departments and outside agencies; Coordinates the CDBG program and participates with the Special Districts needs; provides highly responsible and complex administrative support to an Assistant City Manager and the City Manager.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

- Assumes full management responsibility for all Community Services Department functions, programs, and operations including recreation, older adult and public art services and activities.
- Manages the development and implementation of Departmental goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures.
- Participates in the planning, development, and oversight of park and recreation facilities.
- Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
- Assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs and implements changes.
- Plans, directs, and coordinates, through subordinate level staff, the Community Services Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.

- Oversees and participates in the development and administration of the Department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.
- Provides staff assistance to the Assistant City Manager and the City Manager; attends and participates in Department Head meetings, City Council agenda review meetings, and City Manager meetings; prepares and presents staff reports and other necessary correspondence.
- Represents the Community Services Department to other departments, elected officials, and outside agencies; coordinates assigned activities with those of other departments and outside agencies and organizations; facilitates and develops partners and coalitions with community partners.
- Researches, prepares, and presents written reports for assigned boards and commissions; attends and participates on a variety of boards, commissions, and committees; prepares staff reports for and makes presentations to City Council.
- Provides public relations by working with and providing outreach to schools, non-profit organizations, citizens, and community groups; participates in City-wide special events and related functions.
- Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of community services.
- Performs related duties as required.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

- Operations, services, and activities of a comprehensive community services program including recreation, older adult and public art services and activities.
- Emergency Operations programs for City's.
- Principles and practices of community services program development and administration.
- Methods and techniques of directing community services activities and programs.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations including City Municipal Code pertaining to the functions of the Community Services Department.
- Community Development Block Grant Policies and Procedures.
- Citizens, school districts, service clubs, chamber of commerce, business groups, and others that make up the Wildomar community.
- Various community needs related to the provision of community services.

- Customer service skills and techniques.

**Ability to:**

- Manage and direct a comprehensive Community Services Department including recreation, older adult, and public art services and activities.
- Develop and administer departmental goals, objectives, and procedures.
- Analyze and assess programs, policies, and operational needs and make appropriate adjustments.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Select, supervise, train, and evaluate staff.
- Plan, organize, direct, and coordinate the work of lower level staff.
- Delegate authority and responsibility.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Adapt the City's community services programs and activities to meet community needs and requirements.
- Facilitate, develop, and work with groups to create partnerships and coalitions.
- Participate in the planning, development, and oversight of park and recreation facilities.
- Prepare clear and concise administrative and financial reports.
- Prepare and administer large and complex budgets.
- Interpret and apply applicable federal, state, and local policies, laws, and regulations.
- Identify and respond to sensitive community and organizational issues, concerns, and needs.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

**DESIRED MINIMUM QUALIFICATIONS**

**Education and Experience**

*Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:** A Bachelor's degree from an accredited college or university with major course work in business administration, public

administration, recreation administration, or a related field. A Master's degree is highly desirable.

**Experience:** Ten years of increasingly responsible experience in community services program areas including three years of management and administrative responsibility.

**Special Requirements**

**Licenses:** Possession of a Class C California Drivers License and a good driving record.

**TOOLS AND EQUIPMENT USED**

Includes the use of a personal computer including word-processing, spreadsheet, and data software; fax machines and electronic copiers, motor vehicle, telephone and cellular telephone, flashlight, and a variety of testing equipments, etc.

**PHYSICAL DEMANDS**

*Level A 1:* Physical demands include mobility to work in a standard office setting and the use of standard office equipment/s, including a computer as well as various testing equipments; occasional lifting up to 25 pounds and to walk, stoop, squat and work in cramped conditions.

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: <b>Community Services Manager</b>	Department: <b>Community Services</b>
Pay Grade: <b>29</b>	Class: <b>Management, Exempt</b>
Effective: November 14, 2012	Revised:

**GENERAL PURPOSE**

Under general direction, plans, organizes, oversees, coordinates, and reviews the work of staff performing difficult and complex professional, technical, and administrative support related to all programs, facilities, community events, and activities of Community Services, Grants, Community Development Block Grants (CDBG), Multi-purpose Trails and Emergency Management and Training; administers current and long term planning activities; manages the effective use of the Division's resources to improve organizational productivity and customer service; provides complex and responsible support to the City Manger in areas of expertise; and performs related work as required.

Receives general direction from the City Manger or designee. Exercise direct and general supervision over assigned staff and contractors.

This is a mid-management classification that manages Community Services activities, including the operations and maintenance of the City's recreation, aquatics, performing and visual arts, and parks programs, community events, trails, and facilities. Responsibilities include performing diverse, specialized, and complex work involving significant accountability and decision-making responsibility. The incumbent organizes and oversees day-to-day activities and is responsible for providing professional-level support to the City Manager in a variety of areas. Successful performance of the work requires an extensive professional background as well as skill in coordinating departmental work

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

1. Plans, manages, and oversees the daily functions, operations, and activities of several City services, including recreation, trails, CDBG, grants, emergency services and parks programs and facilities maintenance and operations.
2. Participates in the development and implementation of goals, objectives, policies, and priorities for several Community Services Divisions and

- Department; recommends within departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.
3. Participates in the development, administration and oversight of division budgets.
  4. Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and recommends to the City Manager.
  5. Directs and coordinates the work plan for the assigned divisions; meets with staff to identify and resolve problems; assigns work activities, projects and programs; monitors work flow; reviews and evaluates work products, methods, and procedures.
  6. Participates in the selection, motivation and evaluation of assigned personnel; provides or coordinates staff training; works with employees on performance issues in coordination with Human Resources; implements discipline and termination procedures.
  7. Prioritizes and allocates available resources; reviews and evaluates service delivery, makes recommendations for improvement, and ensures maximum effective service provision.
  8. Participates in initiating and coordinating policy and procedure development and goal setting, establishing budget priorities, and assessing and planning for professional development programs for the department.
  9. Develops and reviews staff reports related to assigned community services programs and operations activities and services; presents reports to various commissions, committees, and boards.
  10. Provides highly complex staff assistance to the City Manager.
  11. Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to assigned programs, policies, and procedures, as appropriate.
  12. Provides advisory support and acts as a liaison to citizen committees, community partners, and volunteers to facilitate the delivery of recreation, cultural, and natural resource programs and services; builds partnerships and coalitions.
  13. Develops service goals and plans for recreational use of all department facilities; conducts surveys; formulates and implements employee handbooks.
  14. Works with community groups and residents in the development and coordination of programs, facilities, use agreements, and leases.
  15. Directs and manages marketing strategies and promotional plans for City-wide community services programs and facility use; manages the development of public relations materials and develops strategic alliances with the media for marketing of programs and promotion of the benefits of recreation and community services programs to the community.

16. Develops Community Service Department Capital Improvement Projects and annual maintenance plans for recreation, cultural, and natural resource facilities and parks; inspects facilities to determine safety and maintenance needs; provides recommendations regarding facility needs and sets priorities for facility development/renovations based on community input and staff analysis; arranges community meetings, conducts public meetings, records and reports public information, meets with consultants, and manages project implementation.
17. Develops, monitors, and reviews fundraising activities and revenue generating programs of various divisions; develops strategies, programs, and methods for recognizing donors and monitoring funds; oversees the assigned division trust fund accounts; coordinates with the Finance Department on tracking grants, corporate sponsorships, donations, new revenue sources, and other fundraising programs.
18. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of community services; researches emerging products and enhancements and their applicability to City needs.
19. Monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval.
20. Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and report's findings and takes necessary corrective action.
21. Attendance and punctuality that is observant of scheduled hours on a regular basis.
22. Performs other duties as assigned.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

1. Administrative principles and practices, including goal setting, program development, implementation, and evaluation, project management, and supervision of staff, either directly or through subordinate levels of supervision.
2. Basic Principles and practices of budget administration.
3. Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
4. Principles, practices, methods, theories, and trends in volunteerism and volunteer management.
5. Principles and practices of recreation and community service program development and administration, including program implementation,

- review, and evaluation, budgeting, purchasing, and personnel management.
6. Procedures for planning, implementing, and maintaining a variety of recreation and leisure activities and programs through community participation.
  7. Applicable Federal, State, and local laws, codes, and regulations concerning the operation of the assigned divisions.
  8. Recreational, cultural, age-specific, and social needs of the community.
  9. Principles and practices of contract administration and evaluation.
  10. Organization and management practices as applied to the development, analysis, and evaluation of programs and operational needs of the assigned divisions.
  11. Recent and on-going developments, current literature, and sources of information related to the operations of several community services divisions.
  12. Safety principles and practices.
  13. Recordkeeping principles and procedures.
  14. Modern office practices, methods, computer equipment and software.
  15. English usage, grammar, spelling, vocabulary, and punctuation.
  16. Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
  17. Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff

**Ability to:**

1. Recommend and implement goals, objectives, and practices for providing effective and efficient services.
2. Manage and monitor complex projects, on-time and within budget.
3. Plan, organize, schedule, assign, review, and evaluate the work of staff.
4. Train staff in work procedures.
5. Evaluate and develop improvements in operations, procedures, policies, or methods.
6. Develop, plan, coordinate, and implement a variety of recreational programs and facilities suited to the needs of the community.
7. Research, analyze, and evaluate new service delivery methods, procedures, and techniques. > Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
8. Analyze, interpret, summarize and present administrative and technical information and data in an effective manner.
9. Interpret, explain, and ensure compliance with City policies and procedures, complex laws, codes, regulations, and ordinances.
10. Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.

11. Effectively represent the department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
12. Negotiate and administer contracts.
13. Establish and maintain a variety of filing, recordkeeping, and tracking systems.
14. Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
15. Operate modern office equipment including computer equipment and specialized software applications programs.
16. Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
17. Use English effectively to communicate in person, over the telephone, and in writing.
18. Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
19. Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

## **DESIRED MINIMUM QUALIFICATIONS**

### **Education and Experience**

*Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:** A Bachelor's Degree or equivalent education (i.e., minimum completed California units = 120 semester/180 quarter) from an accredited educational institution with major coursework in recreation administration, business administration, or related field.

**Experience:** Six years of responsible community services or equivalent experience with three years of supervisory, management, and/or administrative experience.

### **Special Requirements**

**Licenses:** Possession of a Class C California Drivers License and a good driving record.

## **TOOLS AND EQUIPMENT USED**

Includes the use of a personal computer including word-processing, spreadsheet, and data software; fax machines and electronic copiers, motor vehicle, telephone and cellular telephone, flashlight, and a variety of testing equipments, etc.

## **PHYSICAL DEMANDS**

*Level A 1:* Physical demands include mobility to work in a standard office setting and the use of standard office equipment/s, including a computer as well as various testing equipments; occasional lifting up to 25 pounds and to walk, stoop, squat and work in cramped conditions.

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: <b>Development Services Technician</b>	Department: <b>Building and Safety</b>
Pay Grade: <b>19</b>	Class: <b>General, Non-Exempt</b>
Effective: <b>November 14, 2012</b>	Revised:

**GENERAL PURPOSE**

Under general supervision, advises and interprets, for the public, requirements of various codes as they relate to the construction and use of building, structures, land use and land development; processes, reviews, and approves technical plans for conformance with building, planning, and engineering requirements; and performs related work.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

- Provides information and assistance to the public at the counter and by phone regarding project processing, application procedures, codes, laws, and ordinances;
- Interprets and applies various Building Codes, Land Use and Development Ordinances;
- Accepts permit applications and collects fees;
- Researches and responds to public inquiries;
- Reviews proposed plans and permits to determine compliance with codes and ordinances;
- Issues permits and approves plans for minor projects;
- Operates computer related to department functions;
- Updates and maintains automated permit tracking system;
- Maintains log books and monitors projects;
- Computes fees for issuance of permits.

**EMPLOYMENT STANDARDS**

**Knowledge of:**

- Building construction methods and the reading of building plans;
- State laws and City ordinances governing building, land use and zoning matters;
- Planning and zoning as they relate to ordinances, governing land use and zoning;

- Mathematics for the purpose of reading building plans and maps, and calculating valuations and fees;
- Communication skills and techniques required for gathering, evaluating and transmitting information, and preparing and presenting oral and written technical reports and research projects;
- Methods and techniques for analyzing and interpreting construction design plans, specifications, and working plans related to code enforcement procedures and practices;
- Basic knowledge of structural technology; construction practices and techniques, new building construction, and/or alterations of existing structures;
- Principles and practices of customer service.

**Ability to:**

- Read building plans;
- Prepare and present oral and written technical reports and research projects;
- Use independent judgment based on established policies;
- Work well with people and to handle a public counter and telephones of a public agency in a calm, self-assured, and confident manner;
- Use knowledge and experience to work with architects, engineers, contractors, real estate brokers, appraisers, and the public to solve problems and achieve cooperative relationships;
- Communicate effectively and clearly with the public and coworkers;
- Establish and maintain effective and courteous relationships with the public and co-workers;
- Demonstrate an awareness and appreciation of the cultural diversity of the community.

**DESIRED MINIMUM QUALIFICATIONS**

**Education and Experience**

Any combination equivalent to experience and education that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way would be:

1. Up to four years experience in building and construction regulations or land use may be substituted for the educational requirements on a year-for-year basis;
2. Associates Degree in construction technology plus two years of experience in building and construction or closely related field;
3. Equivalent to graduation from an accredited college or university with a Bachelor's degree in architecture, public administration, business administration, or closely related field;

**Special Requirements**

Possession of a valid, appropriate California Driver's License and an acceptable driving record, and the ability to operate a vehicle to perform on-site inspections and attend various meetings

**Licenses:** Possession of a Class C California Drivers License and a good driving record.

### **TOOLS AND EQUIPMENT USED**

Includes the use of a personal computer including word-processing, spreadsheet, and data software; fax machines and electronic copiers, motor vehicle, telephone and cellular telephone, flashlight, and a variety of testing equipments, etc.

### **PHYSICAL DEMANDS**

*Level A 1:* Physical demands include mobility to work in a standard office setting and the use of standard office equipment/s, including a computer as well as various testing equipments; occasional lifting up to 25 pounds and to walk, stoop, squat and work in cramped conditions or the inspection of various construction and building sites and infrastructure.

Approval: \_\_\_\_\_  
Human Resources Manager

## The City of Wildomar

### CLASSIFICATION DESCRIPTION

<b>Class Title: Economic Development Manager</b>	Department: Economic Development
Salary Range: 30	Classification: <b>Management, Exempt</b>
Effective: November 14, 2012	Revised:

#### GENERAL PURPOSE

Under administrative direction, directs, manages, supervises, and coordinates the activities and operations of the Economic Development Division within the City Manager's Office; coordinates assigned activities with other divisions, departments, outside agencies, and business organizations; and provides highly responsible and complex administrative support to the City Manager.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Assumes management responsibility for assigned services and activities of the Economic Development Division including business retention, expansion, and attraction programs and incentives; manages and administers a variety of economic development programs and incentives including fee deferral, facade improvement grants, and business retention and expansion programs and incentives.
- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs; participates in policy formulation effecting business; recommends and administers policies and procedures.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommends, within departmental policy, appropriate service and staffing levels.
- Plans, directs, coordinates, and reviews the work plan for assigned staff; assigns work activities, projects, and programs to carry out City Council priorities; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
- Oversees and participates in coordinating with City staff to facilitate project processing and permitting; provides information and assistance to those who contact the Economic Development Division for permit assistance.
- Establishes and oversees an interdepartmental team for the development and implementation of multifaceted economic development programs.
- Serves as the liaison for the Economic Development Division to other divisions, departments, and outside agencies; acts as liaison between business organizations, individual businesses, and the City; provides information and resources including interpretations of codes and ordinances;

coordinates parallel efforts; negotiates and resolves sensitive and controversial issues.

- Performs a full range of marketing and public relations activities; performs research of economic information and provides market data; creates and distributes marketing and collateral materials; coordinates City-wide branding/marketing efforts; prepares and presents information at meetings of various organizations, groups, and clubs; prepares GIS map products; oversees and provides information and direction regarding the Economic Development Division's web page of the City's website; produces and writes for the economic development newsletter; provides articles for other organization's newsletters; serves as contact for press.
- Performs a full range of business retention and attraction duties; visits businesses; provides site location, market research, and related information.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
- Oversees and participates in the development and administration of the Economic Development Division's operating and special program budgets; participates in the forecast of funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.
- Provides highly responsible and complex technical support and staff assistance to the Assistant City Manager and City Manager; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to economic development programs, policies, and procedures as appropriate.
- Informs and updates staff, City senior management, and elected and appointed officials on economic development matters, prospective projects, sensitive business community issues, and related matters.
- Conducts public and City staff seminars and workshops on a variety of economic development and related subjects and programs.
- Attends and participates in professional group meetings; serves as the City's representative to regional, state, and national economic development organizations for the purposes of collaboration; stays abreast of new trends and innovations in the field of economic development; evaluates the latest best practices as options for the City.
- Responds to and resolves difficult and sensitive citizen inquiries and complaints. Negotiates and administers incentive and consulting agreements.
- Performs related duties as required.

## **EMPLOYMENT STANDARDS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Operational characteristics, services, and activities of an Economic Development program.
- Principles and practices of program development and administration.
- Project management principles and practices.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.
- General planning practices and planning law.
- City of Escondido development permit process and business license process.
- Business, market, and economic indicators and trends.
- Economic development concepts and strategies.
- Economic incentive and financing methods.
- Marketing concepts and principles.
- City organization and functions of the various departments in the City.
- Principles and practices of customer service and public relations.
- Methods and techniques of research, statistical analysis, and report preparation.
- Types and locations of business related resources.
- Modern office procedures, methods, and equipment including computers and supporting software applications.

**Ability to:**

- Oversee and participate in the management of a comprehensive economic development program.
- Oversee, direct, and coordinate the work of lower level staff.
- Select, supervise, train, and evaluate staff.
- Participate in the development and administration of division goals, objectives, and procedures.
- Devise and implement economic development programs and incentives.
- Coordinate projects of all sizes and facilitate the permit processes.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to assume assigned responsibilities.
- Facilitate, develop, and work with groups to reach City Council goals while satisfying the public group's goals.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare and administer large program budgets.
- Prepare clear and concise administrative and financial reports.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Develop and maintain effective interdepartmental coordination.
- Exercise sound judgment and common sense.

- Represent the City in a professional manner when dealing with the City Council, boards, community groups, and the general public.
- Effectively present information and respond to questions from groups of managers, council members, board, committee, and commission members, and the general public.
- Conduct effective media and public relations.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

## **DESIRED MINIMUM QUALIFICATIONS**

### **Education and Experience Guidelines –**

*Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:** A Bachelor's degree from an accredited college or university with major course work in planning, public administration, business administration, economics, or a related field. A Master's degree is desirable.

**Experience:** Five years of increasingly responsible professional experience in economic development and planning including two years of administrative and supervisory or project management responsibility.

**License or Certificate** - Possession of a valid, appropriate driver's license.

## **TOOLS AND EQUIPMENT USED**

Personal computer including word-processing and Excel spreadsheet software; 10 key calculator; telephone; email; copy machine; fax machine and other office devices that the City may provide or acquire in the future.

## **PHYSICAL DEMANDS**

Work indoors in an office environment; sit at a desk or in meetings for long periods of time; occasional lifting up to 25 pounds, walking, some bending, stooping, and squatting; may travel to various City and other public agency locations in vehicle; may be exposed to dust, noise, machinery, moving objects or other vehicles in the performance of assigned duties.

Approval: \_\_\_\_\_  
Human Resources Manager



**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: **Director of Finance**  
Pay Grade: 39  
Effective: November 14, 2012

Department: **Finance**  
Class: Management, Non-Exempt  
Revised:

**GENERAL PURPOSE**

The Finance Director will manage all public facilities finance districts and affiliated programs for the City. Oversee all debt management, capital project analysis for the City's finance infrastructure, fee analysis, annexation studies, and capitol related cash flow analysis, bond and debt issues. Manage the audit of C.F.D.'s and the disclosure requirements. Provides expert, professional assistance to the City Manager.

**SUPERVISION RECEIVED AND EXERCISED**

Under general direction of the City Manager.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

The Finance Director plans and directs the public facilities finance programs. Ensures accuracy of studies and analysis relating to the activities or operations of The City. Performs strategic financial analysis for budget, annexation studies, and debt management. Conducts economic and policy analysis of Capital Projects. Determines analytical techniques and information gathering processes and obtains required information and data for analysis. Analyzes alternatives and makes recommendations for CFD districts, annexation studies and others. Develop revenue estimates for the City budget and revenue forecasts for capital projects and related items.

Manages all phases of debt financing including bond sizing, debt structure, official statement preparation, development and review of legal compliance. Provides technical advice to high level managers on debt and capital financing issues; assists in the development of multi -year capital improvement programs. Develop and implement the debt management policies, practices and procedures.

Performs other duties as assigned by the City Manager.

## **EMPLOYMENT STANDARDS**

### **Necessary Knowledge, Skills and Abilities:**

Knowledge of principles and practices of modern public administration, municipal bond issuance and management. Financing instruments, derivative products and credit enhancements. Federal and state regulations related to bond issuance. Principles of financial analysis, research methods and reporting techniques. Must have a strong understanding and hands on experience with C.F.D.'s, annexation studies and financial analysis. Principles of capital project analysis.

## **DESIRED MINIMUM QUALIFICATIONS**

### **Education and Experience**

Graduation from an accredited college or university with a (4)-year degree in public or business administration, economics, accounting, finance or a closely related field, and five (5) years of progressively responsible professional, analytical related work in a government environment.

### **Special Requirements**

Must possess and maintain a valid California driver's license and acceptable driving record.

## **TOOLS AND EQUIPMENT USED**

Personal computer including word processing and Excel spreadsheet software; 10 key calculator; telephone; email; copy machine; fax machine and other office devices that the City may provide or acquire in the future.

## **PHYSICAL DEMANDS**

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

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

<b>Class Title: Goundswoker I, II, Senior</b>	<b>Department: Cemetery, Parks</b>
<b>Pay Grades: 15 (I), 17(II), 19 (Sr.)</b>	<b>Class: General, Non-Exempt</b>
<b>Effective: November 14, 2012</b>	<b>Revised:</b>

**GENERAL PURPOSE**

Under general supervision, performs a variety of manual or semi-skilled duties related to construction, maintenance and repair of City facilities, open spaces, building maintenance, and parks landscape installation and maintenance; operates light power equipment; performs related work as required.

**CLASS CHARACTERISTICS**

These classifications are progressively staffed with the Goundswoker I as the entry level position. Goundswoker I incumbents are eligible to progress to the II level after 12 months of successful performance and upon completion of the department training plan. As employees progress into the higher level classification, they are expected to work more independently and at a higher level.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

**General Functions:**

- Performs a wide variety of skilled and semi-skilled construction, landscape, and maintenance work, including low voltage electrical, painting, street patching, and curb repair.
- Operates hand and portable power tools.
- Operates motor-driven equipment and trucks on streets, highways and over terrain.
- Participates and may lead a crew in assigned work projects.
- Uses chemicals and/or other supplies.
- Maintains simple records.
- Uses computer for work reporting and information access.
- Cleans, maintains and stores equipment.
- Reads and interprets directions and sketches.
- Performs vacation and temporary relief as necessary.
- Performs related work as required.

**Parks Maintenance Functions:**

- Prepares soil for planting and transplanting.
- Plants, waters, cultivate, fertilize, rakes, and cares for lawns and ground with hand tools and light power equipment.
- Sprays for pest and weed control using non-restricted chemicals and products.
- Trims shrubs and hedges.
- Mows lawns, fields or street medians.
- Cleans and maintains rest rooms and park structures.
- Assists in installation and repair of irrigation systems, fencing and lighting.

- Sets up safety devices for trimming crew and may act as flag person.
- Operates a variety of vehicles and equipment such as water trucks, riding lawn mowers, tanker trucks and large trailers.
- Installs and repairs lawn sprinkler system, ball field fencing and pool facilities.
- Lines out ball fields.
- Operates a chipper, chain saw or tractor mower.
- Checks chlorine and pH levels and performs minor maintenance of pools.

#### **Open Space Functions:**

- Prepares soil for planting and transplanting.
- Plants, waters, cultivate, fertilizes, rakes, and cares for lawns and ground with hand tools and light power equipment.
- Sprays for pest and weed control.
- Trims shrubs and hedges.
- Mows lawns, fields or street medians.
- Cleans and maintains rest rooms and park structures.
- Installation and repair of irrigation systems including valves, fencing and lighting; installs, programs and maintains irrigation clocks.
- Sets up safety devices for trimming crew and may act as flag person.
- Operates a variety of vehicles and equipment such as water trucks, riding lawn mowers, tanker trucks and large trailers.
- Lines out unpaved parking lots.
- Operates a chipper, chain saw or tractor mower.
- Patches streets and assists in paving streets.
- Constructs and repairs curbs and gutters by excavating with pneumatic and hand tools, building forms, mixing, placing and finishing concrete.
- Places traffic control and warning signs; monitors traffic flow; serves as flagman for traffic safety.
- Fabricates and installs street and traffic control signs.
- Paints street lines, crosswalks, and curbs using spray tank, street striper and brush; paints and installs traffic control devices; assists in installation of new wiring.
- Places preformed plastic pavement markings and applies raised pavement markers.
- Cleans, maintains and stores painting equipment.
- Cleans storm drains, drainage ditches and culverts.

## **EMPLOYMENT STANDARDS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

### **Knowledge of:**

- Tools, equipment, materials and techniques used in construction and maintenance.
- General construction and maintenance procedures and methods.
- Basic electrical principles.
- Safe working practices.
- Use of hazardous chemicals common to construction and maintenance activities.
- Principles of customer service.

### **Ability to:**

- Perform strenuous physical work with agility and endurance.

- Work in cooperative manner with others and contribute to a successful team effort.
- Use and properly operate assigned tools and equipment.
- Operate assigned trucks and equipment, observing legal and defensive driving practices.
- Make emergency field electrical repairs.
- Understand and follow oral and written instructions.
- Read, write and understand English to follow safety precautions and procedures.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships and contribute to a cooperative team effort.

**DESIRED MINIMUM QUALIFICATIONS**

**Education and Experience Guidelines** – *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Goundswoker I**

**Education/Training:** Graduation from the 12<sup>th</sup> grade or equivalent.

**Goundswoker II**

**Experience:** Equivalent to 12 months experience at a level I for the City and successful completion of a competency test administered by the department, including at least six months manual labor experience involving the use of hand tools and portable power tools.

**Goundswoker Senior**

**Experience:** Upon successful completion of the training plan established by the department and at least 3 years with the City at the level II, incumbents are eligible to progress to the senior level.

**License, Certificate or Other Requirements** - Incumbents must possess a valid Class "C" California driver's license at the time of application. A Commercial driver's license with a tank endorsement may be required of some positions.

Incumbents must be willing to work mandatory overtime when required; may be required to work nights, weekends and holidays as required in emergency situations.

**Special Requirements** - Safety regulations prohibit incumbents from wearing contact lenses when working with certain chemicals. Incumbents in positions requiring use of a respirator are prohibited from wearing beards or other facial hair which prevents a proper respirator fit.

In addition to the above, essential functions of all positions require the following physical, environmental and communication demands. Specific position requirements may vary.

## PHYSICAL DEMANDS AND WORKING ENVIRONMENT

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Indoor work to perform record keeping and computer tasks; outdoor work in all types of weather including extreme heat and humidity, cold and rain; work in and around heavy traffic conditions and very loud noise of construction equipment; continuous exposure to moving mechanical parts, electrical shock, and vibration from equipment and tools; occasional exposure to hazardous materials and substances including chemicals, blood borne pathogens, and animal bites; positions may require working at heights above the ground, work below ground, and/or in confined spaces.

**Physical:** Incumbents in this class must be in good physical condition and able to exert physical strength for prolonged periods of time. Due to the physical nature of this position, the majority of tasks performed by incumbents involves a combination of two or more simultaneous physical operations requiring but not limited to the following:

*CONTINUOUS:* sitting, standing, walking, climbing, stooping, kneeling, reaching, handling, fingering, and hearing; lifting and carrying of tools and equipment weighing up to 75 lbs.; pushing/pulling of tools and equipment up to 25 lbs.

*FREQUENT:* balancing, crouching and talking; pushing/pulling of tools and equipment weighing up to 50 lbs.

*OCCASIONAL:* crawling, smelling; lifting, carrying, pushing/pulling of tools and equipment weighing up to 100 lbs.; lifting and carrying tools and equipment weighing over 100 lbs with assistance.

**Vision:** See in the normal visual range with or without correction; vision sufficient to see work orders and service requests, field conditions, equipment dials and gauges; operate vehicles and equipment; monitor telephone traffic conditions and mix chemicals.

**Hearing:** Hear in the normal audio range with or without correction; ability to monitor sounds for traffic control and equipment malfunction; hear back-up alarms on trucks and other equipment, telephone and radio transmissions, and calls for assistance from others.

**Speaking:** Communicate in English in person, by and radio to communicate with both the public and co-workers.

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: **Intern**  
Pay Grade: **1**  
Effective: December 3, 2010

Department: **Administrative Services**  
Class: **General, Non-Exempt**  
Revised: November 14, 2012

**GENERAL PURPOSE**

Under general supervision, to survey and coordinate data and research for teen and young adult services within the City. This internship will work directly with various Departments to gather, compile, and interpret information obtained from other agencies and affiliations. This internship can also apply towards a senior project or coordinated with college as work experience.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

*(The following is used as a partial description and does not restrict the duties required.)*

1. Survey, interview, obtain, document, and compile information within the City.
2. Interview and obtain information from focus groups.
3. Document and present information in a concise and professional manner
4. Work with various Departments on graphics, maps and visual aids
5. Perform various clerical duties, which relate to the responsibilities of this internship assignment
6. Perform related duties and special projects, as required

**EMPLOYMENT STANDARDS**

**Knowledge of:**

1. Microsoft Office software, including PowerPoint. and/or related programs. English language usage, both verbal and written. Basic mathematics skill. Basic record keeping. Appropriate safety precautions and procedures. Effective public relations skills.

**Ability to:**

1. Operate a vehicle, as needed. Read, write and perform mathematics calculations. Maintain records. Operate a personal computer, utilizing MSOffice programs at a proficient level. Knowledge of MS PowerPoint is preferred. Understand pertinent procedures and functions quickly and apply without immediate supervision. Communicate clearly and concisely, both orally and in writing. Establish and maintain effective working relationships.

## **DESIRED MINIMUM QUALIFICATIONS**

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

College student completing a degree program in public administration, sports/recreation, communications, or closely related discipline. Knowledge and/or work experience is preferred.

### **LICENSES/CERTIFICATES**

Valid California Driver's License

### **TOOLS AND EQUIPMENT USED**

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

### **PHYSICAL DEMANDS**

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

Approval: \_\_\_\_\_  
Human Resources Manager

# The City of Wildomar

## CLASSIFICATION DESCRIPTION

Class Title: **Manager of Operations  
Maintenance**  
Pay Grades: 23  
Effective: November 14, 2012

Department: **Cemetery, Parks**  
Class: **General, Non-Exempt**  
Revised:

### GENERAL PURPOSE

Under general direction, supervises, assigns, reviews, and participates in the work of staff responsible for the maintenance and repair of assigned public facilities and systems including maintenance and repair of tree trimming and removal and/or mowing of City parks and right-of-ways; ensures work quality and adherence to established policies and procedures; and performs the more technical and complex tasks relative to assigned area of responsibility.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

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

#### General Functions:

- Plans, prioritizes, assigns, supervises, reviews, and participates in the work of staff responsible for the maintenance and repair of assigned public facilities.
- Establishes schedules and methods for providing assigned services and activities; identifies resource needs; reviews needs with appropriate management staff; allocates resources accordingly.
- Participates in the development of goals and objectives as well as policies and procedures; makes recommendations for changes and improvements to existing standards, policies, and procedures; participates in the implementation of approved policies and procedures; monitors work activities to ensure compliance with established policies and procedures.
- Participates in the selection of assigned staff; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline procedures.
- Inspects and evaluates work in progress and upon completion to assure that repairs, maintenance, and project activities are performed in accordance with City regulations, policies, and operating procedures and practices; identifies problem areas and directs remedial action.
- Plans, schedules, and supervises the work of City tree crews; oversees tree crews responsible for tree trimming and removal.
- Plans, schedules, and supervises the work of crews responsible for the construction, maintenance, and repair of facilities and related structures.
- Plans, schedules, and supervises the work of City mowing crews;
- Oversees the work of staff responsible for mowing of City parks and right-of-ways.

- Monitors work sites and ensures adherence to safe work practices and procedures; responds to and resolves complex work related or equipment operating problems.
- Ensures assigned section activities are carried out in a safe and efficient manner.
- Schedules and oversees assigned contractors performing maintenance and repair of public facilities to ensure quality of work, compliance with City specifications and conformance with department plans and programs.
- Participates in the preparation and administration of the assigned program budget; submits budget recommendations; monitors expenditures.
- Maintains records concerning operations and programs; prepares reports on operations and activities.
- Estimates time, materials, and equipment required for jobs assigned; requisitions materials as required.
- Attends and participates in professional group meetings; maintains awareness of new trends and developments in the field of facilities maintenance and operations; incorporates new developments as appropriate into programs.
- Performs related duties as required.

## **EMPLOYMENT STANDARDS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

### **Knowledge of:**

- Operations, services, and activities related to the maintenance and repair of City facilities and/or parks.
- Materials, methods, techniques, and terminology used in the maintenance and repair.
- Principles of supervision, training, and performance evaluation.
- Operational characteristics of equipment and tools used in work activities.
- Proper procedures used in the maintenance and repair of hand and power tools.
- Occupational hazards and standard safety practices.
- Customer service principles and practices.
- Methods and techniques of public relations.
- Basic principles and practices of municipal budget preparation and administration.
- Principles and procedures of record keeping.
- Principles of business letter writing and basic report preparation.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent federal, state, and local laws, codes, and regulations.

- Tools, equipment, materials and techniques used in construction and maintenance.
- General construction and maintenance procedures and methods.
- Basic electrical principles.
- Safe working practices.
- Use of hazardous chemicals common to construction and maintenance activities.
- Principles of customer service.

**Ability to:**

- Coordinate and direct assigned City facilities and/or parks programs.
- Supervise, organize, and review the work of staff involved in assigned maintenance program areas.
- Participate in the selection, training, and evaluation of assigned staff.
- Recommend and implement goals, objectives, policies and procedures for providing assigned services and activities.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply general and specific administrative and departmental policies and procedures as well as applicable federal, state, and local policies, laws, and regulations.
- Prepare and maintain records including time and material use records.
- Prepare clear and concise reports.
- Participate in the preparation and administration of assigned budgets.
- Plan and organize work to meet changing priorities and deadlines.
- Estimate time, materials, equipment, and costs needed to perform various work.
- Effectively represent the City to outside individuals and agencies to accomplish the goals and objectives of the unit.
- Work cooperatively with other departments, City officials, and outside agencies.
- Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, City staff, or other agencies on sensitive issues in area of responsibility.
- Ensure adherence to safe work practices and procedures.
- Ensure safety around work areas in high traffic.
- Respond to maintenance/repair emergencies.
- Safely drive and skillfully operate equipment and machinery.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Perform strenuous physical work with agility and endurance.
- Work in cooperative manner with others and contribute to a successful team effort.
- Use and properly operate assigned tools and equipment.

- Operate assigned trucks and equipment, observing legal and defensive driving practices.
- Make emergency field electrical repairs.
- Understand and follow oral and written instructions.
- Read, write and understand English to follow safety precautions and procedures.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Establish and maintain effective working relationships and contribute to a cooperative team effort.

## **DESIRED MINIMUM QUALIFICATIONS**

**Education and Experience Guidelines** – *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:** Equivalent to the completion of the twelfth grade supplemented by specialized course work related to maintenance and repair of streets and/or parks.

**Experience:** Four years of responsible maintenance experience related to area of assignment including one year of lead supervisory responsibility.

**License or Certificate** - Possession of a valid Class "C" California driver's license. Designated positions may require a Class "A" or Class "B" unrestricted commercial driver's license within six months of employment with the City. A Commercial driver's license with a tank endorsement may be required of some positions.

**Special Requirements** - Safety regulations prohibit incumbents from wearing contact lenses when working with certain chemicals. Incumbents in positions requiring use of a respirator are prohibited from wearing beards or other facial hair which prevents a proper respirator fit.

In addition to the above, essential functions of all positions require the following physical, environmental and communication demands. Specific position requirements may vary.

## **PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

Environment: Indoor work to perform record keeping and computer tasks; outdoor work in all types of weather including extreme heat and humidity, cold and rain; work in and around heavy traffic conditions and very loud noise of construction equipment; continuous exposure to moving mechanical parts, electrical shock, and vibration from equipment and tools; occasional exposure to hazardous materials and substances including chemicals, blood borne

pathogens, and animal bites; positions may require working at heights above the ground, work below ground, and/or in confined spaces.

**Physical:** Incumbents in this class must be in good physical condition and able to exert physical strength for prolonged periods of time. Due to the physical nature of this position, the majority of tasks performed by incumbents involves a combination of two or more simultaneous physical operations requiring but not limited to the following:

*CONTINUOUS:* sitting, standing, walking, climbing, stooping, kneeling, reaching, handling, fingering, and hearing; lifting and carrying of tools and equipment weighing up to 75 lbs.; pushing/pulling of tools and equipment up to 25 lbs.

*FREQUENT:* balancing, crouching and talking; pushing/pulling of tools and equipment weighing up to 50 lbs.

*OCCASIONAL:* crawling, smelling; lifting, carrying, pushing/pulling of tools and equipment weighing up to 100 lbs.; lifting and carrying tools and equipment weighing over 100 lbs with assistance.

**Vision:** See in the normal visual range with or without correction; vision sufficient to see work orders and service requests, field conditions, equipment dials and gauges; operate vehicles and equipment; monitor telephone traffic conditions and mix chemicals.

**Hearing:** Hear in the normal audio range with or without correction; ability to monitor sounds for traffic control and equipment malfunction; hear back-up alarms on trucks and other equipment, telephone and radio transmissions, and calls for assistance from others.

**Speaking:** Communicate in English in person, by and radio to communicate with both the public and co-workers.

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: <b>Director of Administrative Services</b>	Department: <b>Administrative Services</b>
Pay Grade: <b>39</b>	Class: <b>Management, Exempt</b>
Effective: <b>November 14, 2012</b>	Revised:

**GENERAL PURPOSE**

Under administrative direction, assists in planning, organizing, managing, and providing general direction and oversight for the planning functions and activities of the Development Services Department, including current, long-term, and environmental planning activities; assists in coordinating assigned activities with other City departments, divisions, outside agencies, and the public; fosters cooperative working relationships among City departments, divisions, and with intergovernmental and regulatory agencies and various public and private groups; and performs related work as required. Receives administrative direction from the City Manager. Exercise direct and general supervision over assigned and/or contract staff...

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

This is a Department Director classification in the Planning Department. The incumbent oversees, directs, and participates in all planning activities and programs of the City, including current, long-term, and environmental planning activities, and is responsible for providing professional-level directions and support in a variety of areas. Assists in short- and long-term planning, development, and administration. Successful performance of the work requires an extensive professional background as well as skill in coordinating departmental work with that of other City departments, public agencies, contracting firms and the public. Responsibilities include performing and directing many of the department's day-to-day administrative functions such as:

1. Assumes management responsibility for all City planning activities, including current, long-term, and environmental planning activities.
2. Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned functions and programs; recommends, within departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.
3. Manages, develops and administrates the Planning Development annual budget; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and

approves expenditures; directs and implements adjustments as necessary.

4. Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees on performance issues in coordination with Human Resources; responds to staff questions and concerns.
5. Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and reviews with the City Manager; directs the implementation of improvements.
6. Plans, direct, and coordinate the Planning Department's work plan; meets with staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.
7. Prioritizes and allocates available resources; reviews and evaluates service delivery, makes recommendations for improvement and ensures maximum effective service provision.
8. Administers and implements the City's General Plan and zoning ordinances, including providing staff direction regarding department policy interpretation and conducting meetings with the public regarding related issues.
9. Oversees City compliance with current environmental laws and acts, including providing necessary direction and updated information to staff, setting policies, and drafting a variety of review reports.
10. Oversees land use and planning activities, including analyzing and reviewing complex development proposals; negotiates and manages consultant contracts for planning projects as well as development agreements.
11. Provides project management for the most complex planning studies; analyzes site design, terrain constraints, circulation, land use compatibility, utilities, and other urban services for all planning applications; ensures compliance with federal, state, local laws, rules, and regulations.
12. Confers with engineers, developers, architects, and a variety of agencies and the general public in acquiring information and coordination of planning, zoning, subdivision, building, environmental, and related matters; provides information regarding City development.
13. Negotiates contracts and agreements; coordinates with City department representatives to determine City needs and requirements for contractual services; monitors and manages the City contract for Building Services.
14. Oversees and manages City-wide code compliance activities.
15. Serves as a City Planning liaison for the Department with other City departments, divisions, and outside agencies; attends meetings, as necessary; provides staff support to commissions, committees, and task forces, as necessary; negotiates and resolves significant and controversial issues.

16. Represents the Department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities.
17. Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies and procedures as appropriate.
18. Participates on and makes presentations to a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the fields of planning, engineering and other types of public services as they relate to the area of assignment.
19. Maintains and directs the maintenance of working and official departmental files.
20. Monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required.
21. Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the City Manager.
22. Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
23. Responsible for all Planning Commission activities.
24. Performs other duties as assigned.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

1. Administrative principles and practices, including goal setting, program development, implementation, and evaluation, project management, and supervision of staff, either directly or through subordinate levels of supervision.
2. Public agency budget development, contract administration, and administrative practices.
3. Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration.
4. Principles and practices of development services program development, maintenance, and management in a municipal setting.
5. Theories, principles, and contents of General Plan, land use, zoning, subdivision, and urban planning regulations, natural resource protection, and environmental laws.
6. Principles and techniques of conducting site planning, architectural review, subdivision design, land use, and other analytical studies; evaluating alternatives and making sound recommendations.
7. Applicable Federal, State, and local laws, codes, and regulations.

8. Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
9. Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
10. Recordkeeping principles and procedures.
11. Modern office practices, methods, computer equipment and computer applications.
12. English usage, grammar, spelling, vocabulary, and punctuation.
13. Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
14. Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff
15. Principles of project management.
16. Principles of community relations.
17. Basic facilitation skills.

**Ability to:**

1. Assist in developing and implementing goals, objectives, policies, procedures, work standards, and internal controls for the department and assigned program areas.
2. Assist in preparing and administering complex budgets; allocate limited resources in a cost effective manner.
3. Interpret, apply, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
4. Plan, organize, direct, and coordinate the work of supervisory, professional, and technical personnel.
5. Select, train, motivate, and evaluate the work of staff and train staff in work procedures.
6. Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
7. Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of development services programs and activities.
8. Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
9. Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
10. Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.

11. Establish and maintain a variety of filing, recordkeeping, and tracking systems.
12. Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
13. Operate modern office equipment including computer equipment and specialized software applications programs.
14. Use English effectively to communicate in person, over the telephone, and in writing.
15. Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
16. Establish, maintain, and foster positive and harmonious working relationships **with those contacted in the course of work.**

## **DESIRED MINIMUM QUALIFICATIONS**

### **Experience:**

Ten years of responsible municipal planning experience with Five years of supervisory, management, and/or administrative experience.

### **Education/Training:**

A Bachelor's Degree or equivalent education (i.e., minimum completed California units = 120 semester/180 quarter) from an accredited educational institution with major coursework in urban planning, community development, business or public administration, or a related field.

### **Licenses and Certifications:**

Valid California class C driver's license with satisfactory driving record.

### **Physical Demands**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect City development sites, to operate a motor vehicle, and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas will be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 25 pounds.

**Environmental Elements**

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

Personal computer, including word processing and spreadsheet software; mainframe computer system; 10-key calculator; telephone; copy machine; and fax machine.

Approval: \_\_\_\_\_  
Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: <b>Plans Examiner</b>	Department: <b>Building and Safety</b>
Pay Grade: <b>23</b>	Class: <b>General, Non-Exempt</b>
Effective: November 14, 2012	Revised:

**GENERAL PURPOSE**

Under direction of the Building Official, checks plans, specifications, calculations, and designs submitted for construction, alteration or repair of buildings and structures for compliance with applicable City and State codes and standards.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

- Reviews and checks plans, designs, calculations, and specifications for less complex residential, commercial, and industrial buildings or structures for compliance with applicable adopted codes and standards, accepted engineering practices, structural integrity and seismic safety.
- Determines valuation of construction and computes appropriate fees.
- Assists applicants for building permits regarding applications, interpretations of Building Code, and structural or construction related problems.
- Maintains a plans routing and filing system.
- Coordinates plan review by other departments and agencies.
- Establishes and maintains an effective and cooperative rapport with applicants, design professionals, developers, contractors, and staff.
- May perform field inspection and consultation as required to assist Building Inspectors, contractors, or applicants with construction problems.
- Performs related duties as required.
- Maintains log books and monitors projects;
- Computes fees for issuance of permits.

**EMPLOYMENT STANDARDS**

**Knowledge of:**

- City and State codes, ordinances and standards, including the Uniform Building Code, Plumbing, Mechanical and Electrical Codes for plan checking purposes, as well as the California Administrative Code, Titles 19, 24 and 25.
- Basic structural and non-structural requirements and applications of the Uniform Building Code.
- Proper construction methods and materials used in building, mechanical, electrical, and plumbing work.

- Modern office procedures, methods, and equipment including computers and supporting software applications.

**Ability to:**

- Interpret technical codes, ordinances and standards.
- Recommend alternative solutions to design and construction problems.
- Operate modern office equipment and computers including specialized computer applications.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

**DESIRED MINIMUM QUALIFICATIONS**

**Education and Experience**

Any combination equivalent to experience and education that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way would be:

1. **Education/Training:** Completion of College level courses in Building Codes or Construction Technology and Plan Reading.
2. **Experience:** Two years of experience in architectural drafting or design involving a variety of construction types and occupancy groups. Building inspection experience is highly desirable.

**License or Certificate** - Possession of or ability to obtain within two years of employment, certification by the International Code Council as a Building Plans Examiner. Must possess a valid Class C California driver's license.

**TOOLS AND EQUIPMENT USED**

Includes the use of a personal computer including word-processing, spreadsheet, and data software; fax machines and electronic copiers, motor vehicle, telephone and cellular telephone, flashlight, and a variety of testing equipments, etc.

**PHYSICAL DEMANDS**

*Level A 1:* Physical demands include mobility to work in a standard office setting and the use of standard office equipment/s, including a computer as well as various testing equipments; occasional lifting up to 25 pounds and to walk, stoop, squat and work in cramped conditions or the inspection of various construction and building sites and infrastructure.

Approval:

\_\_\_\_\_   
 Human Resources Manager

**The City of Wildomar**  
**CLASSIFICATION DESCRIPTION**

Class Title: <b>Public Works Director</b>	Department: <b>Public Works</b>
Pay Grade: <b>39</b> Effective: November 14, 2012	Class: <b>Management, Exempt</b> Revised:

**GENERAL PURPOSE**

Under direction of the City Manager, to plan, direct, organize, coordinate, supervise and review the activities of the divisions comprising the Public Works Department; to formulate departmental policies, goals and directives; to provide highly responsible professional and technical staff assistance to the City Manager on public works matters; to foster cooperative working relationships with citizen groups and other agencies; and, to perform related work as assigned. This is the top level management classification that has responsibility for overall policy development, program planning, fiscal management and operation of assigned divisions. Incumbents are responsible for developing and implementing department goals, objectives and work standards in addition to furthering City Goals and objectives.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

Develops and directs the implementation of goals, objectives, work standards and departmental administrative policies and procedures;

- Plans, organizes, coordinates and directs, through subordinate supervisors, specific public works functions of the City;
- Works closely with the City Council, City Manager, City departments and a variety of public and private organizations to develop programs and implement projects to solve problems related to public works issues;
- Interprets City regulations, codes and applicable laws and provides technical assistance to staff and commissions;
- Determines priorities, reviews staff work and directs the development of management Develops the Public Works Department budget and makes presentations justifying expenditure levels; monitors on-going budget expenditures and initiates transfers, as needed;
- Confers with and gives guidance to division managers regarding matters affecting employer-employee relations; provides for the selection, work review and professional development of staff;
- Coordinates the formulation of long-range planning, including financial and capital improvement programs and budget;

- Represents the City and Public Works Department in meetings with public officials, other public agencies and civic groups in order to coordinate, develop and implement projects and programs;
- Directs the preparation of and/or personally prepares a variety of complex Administrative and technical reports; directs the maintenance of departmental records;
- Monitors development related to designated service areas, evaluates their impact on City operations and implements policy and procedure improvements;
- Maintains departmental awareness of state-of-the-art developments in management and the fields of specialty;
- Ensures work safety requirements and safety training programs are met;
- Responds to and resolves citizen inquiries and complaints;
- Responds to questions and provides information regarding assigned areas of responsibility; and
- Performs related duties as assigned

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

- Methods, equipment (including maintenance, operation and utilization), time, materials, and techniques used in public works maintenance, repair, and construction of facilities.
- Principles of public works planning and development.
- Budget development, administration, and expenditure control.
- Data processing methods, equipment, and principles applicable to public works services and operations.
- Federal, State and Local laws, rules, regulations, and policies affecting public works operations and services.
- Contract and grant development and administration.
- Principles of management, supervision, training and employee evaluation.
- Technical, legal, financial and public relations problems involved in the conduct of municipal public works programs.
- Methods of preparing designs, plans, specifications, estimates, reports, and
- Recommendations relating to proposed municipal facilities.
- Appropriate safety precautions and procedures.
- Record keeping and reporting procedures.
- Principles and practices of purchasing.
- Safety regulations related to maintenance and repair of public works facilities.
- Guidelines under the Americans with Disabilities Act.

- General methods, tools and equipment used in public works operations and
- Maintenance.

**Ability To:**

- Plan, organize, manage, and direct the functions and services of the City's Public Works Department.
- Plan, manage, and oversee a variety of services, projects, and programs.
- Provide supervision, training, and work evaluations for assigned staff.
- Provide a variety of consultation to City elected officials, management, and staff.
- Develop and administer grants and contracts.
- Prepare comprehensive and complex technical reports.
- Use a computer and appropriate software in performing management and
- Administrative responsibilities.
- Effectively represent the City and the Public Works Department in contacts with the public, other City staff, and other government agencies.
- Establish and maintain cooperative working relationships.

**DESIRED MINIMUM QUALIFICATIONS**

**Education and Experience**

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**Education/Training:** Completion of the requirements for a Bachelor's degree from an accredited college or university with major course work in business, engineering, finance, economics, public administration or a related field.

**Experience:** Five (5) years of increasingly responsible professional Public Works experience with at least three (3) years in a Public Works management or supervisory capacity.

May require one or more licenses or professional certifications related to the specific technical discipline(s). May require a professional certification within a specific timeframe as mandated by national, state or locally recognized agency.

**Special Requirements:**

Possession of a valid California driver's license, issued by the Department of

Motor vehicles.

May require one or more licenses or professional certifications related to the specific technical discipline(s). May require a professional certification within a specific timeframe as mandated by national, state or locally recognized agency.

### **TOOLS AND EQUIPMENT USED**

Includes the use of a personal computer including word-processing, spreadsheet, and data software; fax machines and electronic copiers, motor vehicle, telephone and cellular telephone, flashlight, and a variety of testing equipments, etc.

### **PHYSICAL DEMANDS**

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

Approval: \_\_\_\_\_  
Human Resources Manager

## The City of Wildomar CLASSIFICATION DESCRIPTION

Class Title: **Recreation Leader I, II**  
Pay Grade: **3 (I), 4 (II)**  
Effective: November 14, 2012

Department: **Community Services**  
Class: **General, Non-Exempt**  
Revised:

### **GENERAL PURPOSE**

Under direct supervision, assists with the planning and implementation of afterschool and summer recreation programs for youth. Programs will include well-rounded recreational and educational activities including indoor and outdoor games, sports, arts and crafts, tournaments, music, drama, special events, nature programs and performances.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

*(The following is used as a partial description and does not restrict the duties required.)*

Assists in the planning and implementation of after school and summer recreation programs

### **EMPLOYMENT STANDARDS**

#### **Knowledge of:**

A variety of children's games, sports and other recreational activities.  
First aid methods and safety precautions to be used in recreational activities..  
Practice and techniques to achieve favorable public relations and appearance that project a positive image.  
Practice and techniques to achieve group cooperation in recreation programs.

#### **Ability to:**

1. Operate a vehicle, as needed. Read, write and perform mathematics calculations. Maintain records. Operate a personal computer, utilizing MSOffice programs at a proficient level. Knowledge of MS PowerPoint is preferred. Understand pertinent procedures and functions quickly and apply without immediate supervision. Communicate clearly and concisely, both orally and in writing. Establish and maintain effective working relationships.

### **DESIRED MINIMUM QUALIFICATIONS**

**TRAINING, EDUCATION AND EXPERIENCE**

College student completing a degree program in public administration, sports/recreation, communications, or closely related discipline. Knowledge and/or work experience is preferred.

Recreation Leader II requires at least 1 year of experience at the Recreation Leader I level.

**LICENSES/CERTIFICATES**

Valid California Driver's License

**TOOLS AND EQUIPMENT USED**

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

**PHYSICAL DEMANDS**

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

Approval: \_\_\_\_\_  
Human Resources Manager

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.6**  
**GENERAL BUSINESS**  
**Meeting Date: November 14, 2012**

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**TO:** Mayor and City Council Members

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

**SUBJECT:** Accounting and Administrative Support Services Contracts for Temporary/Part-time Personnel

**STAFF REPORT**

**RECOMMENDATIONS:**

Staff recommends that the City Council:

1. Accept the proposals submitted in response to the request for proposal issued on October 4, 2012.
2. Approve a contract with M. V. Cheng and Associates to provide accounting and administrative support services on a part-time/temporary basis.
3. Approve a contract with Robert Half International to provide accounting and administrative support services on a part-time/temporary basis.

**BACKGROUND/DISCUSSION:**

The City contracts for services which are provided on either an as needed basis or part-time basis if it is fiscally advantageous to the City. The City has been using this "Contract Model" with success since the July 1, 2008 incorporation. During the past several years, accounting, technology and administration support services have been provided primarily by contract personnel. Recently, some of these positions have been converted to full-time City employee positions in cases where an increase in service and near-term cost reductions were achieved. While this conversion has been fiscally advantageous to the City, there is still a need for temporary and part-time personnel to provide professional services that do not warrant a full time position, back-up during city employee vacation/leave periods, coverage during special projects and training sessions, and additional support during peak customer demand periods.

During the past several years, the city's administrative services have primarily relied on the contract services provided by the Interwest Corporation and M.V. Cheng & Associates. While service levels and performance from these firms has been excellent, it is appropriate for the City to review its current and future needs for temporary and part-time personnel.

The City issued a Request for Proposal on October 4, 2012 and closed the process. On October 18, 2012, the City posted the Request for Proposal as required by Sections 3.07.030(A) and 3.06.110(A) of the Wildomar Municipal Code. A review of the submittals was performed and it is recommended that the City accept all of the proposals submitted and enter into contracts with M.V. Cheng & Associates and Robert Half International – Accountemps. (There is an ongoing contract with Interwest Corporation). The basis for this recommendation is:

1. M. V. Cheng & Associates has been providing services in information technology, accounting and administrative services for several years with the City providing excellent service at a competitive rate. Cheng & Associates has implemented the City's accounting software and continues to implement system upgrades. Currently, Cheng & Associates is in the middle of implementing an on-line development permit system that will be integrated with the accounting system. This project is grant funded and changing personnel at this point in project implementation process would not be a fiscally prudent measure. Additionally Cheng & Associates have been instrumental in providing timely and accurate financial information and auditable fiscal controls for the City's operations. The City received its first formal recognition from the Governmental Finance Officers Association (GFOA) in which the City met all necessary criteria with its FY 2009-10 Comprehensive Annual Financial Report (CAFR) submittal and achieved the Excellence in Financial Reporting award. This accomplishment and recognition has also been met for the FY 2010-11 financial reporting documents. These accomplishments were heavily influenced by M.V. Cheng and Associates directions and participation. The proposed contract provides for M.V.Cheng & Associates to provide personnel services as needed and budgeted, ranging from administrative and development front counter support to information technology project management to City Comptroller, overseeing the City's accounting services and the continual improvements of the City's financial services. The length of service for these personnel will be governed by the city's needs and project budgets.
2. Robert Half International, specially the division of Accountemps, is well known and has provided the requested documents to meet the needs of the City. The regional office is located in Riverside and is capable of providing staff to meet the City's accounting and administrative support needs.

In the past, the city has relied on the services of primarily one vendor. While there are advantages to this practice, with the size of the City's on-site staff, a recovery to disruptions in such sole-source practices could be costly in time, services and finances. Approving staff's recommendation to engage both of these firms, in addition to the current Interwest Corporation support services contract, will provide the city with the ability to respond quickly to any personnel changes at known competitive pricing.

**FISCAL IMPACT:**

The approved budgeted funds for part-time and temporary personnel services for the current fiscal year total \$79,000, including \$50,000 General Fund; \$13,000 Grants and \$16,600 Cemetery District. Services provided by the firms in future fiscal years will be constrained by how much the City budgets for such services.

Submitted by:  
Gary Nordquist  
Assistant City Manager

Approved by:  
Frank Oviedo  
City Manager

**ATTACHMENTS:**

- A. Part-Time/Temporary Personnel Approved Vendors and Rates FY 2012-13 and Request for Quote.
- B. Recommended Contract M. V. Cheng and City of Wildomar
- C. Recommended Contract Robert Half International and City of Wildomar

# **Attachment A**

**Exhibit 1.  
Part-Time/Temporary Personnel  
Approved Vendors and Rates  
FY 2012-13**

**and**

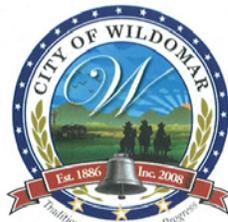
**Exhibit 2.  
Request for Proposal  
Issued October 4, 2012**

**Attachment A, Exhibit 1**  
**City of Wildomar**  
**Part-Time and Temporary Personnel**

<b>Vendors and Hourly Billing Rates</b>			
<b>Personnel Classifications</b>	<b>M.V. Cheng &amp; Associates</b>	<b>Interwest Corporation</b>	<b>Robert Half International Account Temps</b>
Controller	\$80.00		\$80.00 – 90.00
Accounting/Finance Manager	75.00		
Administrative Manager		\$75.00	
Sr. Staff Accountant	70.00		
Staff Accountant	60.00		
Sr. Administrative Counter Tech		50.00	
Administrative III/Counter Tech III		45.00	
Jr. Staff Accountant	45.00		
Administrative II/Counter Tech II		40.00	
Account Technician	35.00		
Building Permit Technician	35.00		17.00 – 21.00
Administrative I /Counter Tech I		35.00	
Account Clerk	30.00		22.00 – 30.00
Administrative Assistant	30.00		
Student Intern		25.00	

# Attachment A, Exhibit 2

## Part-time and Temporary Personnel RFP



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

23873 Clinton Keith Road, Suite 201  
Wildomar, CA 92595  
951.677.7751 Phone  
951.698.1463 Fax  
[www.CityofWildomar.org](http://www.CityofWildomar.org)

### Request for Proposals from Individuals or Firms Interested in Providing "Temporary Staffing and Accounting Services"

The City of Wildomar California is seeking quotes for temporary staffing services in the areas of accounting service personnel, building permit technicians, front counter reception/information personnel. Since the city's July 1, 2008 incorporation, the city has relied on contract personnel for many of its service needs. The purpose of this request is to review the competitive cost of temporary staff services and develop a listing of approved vendors to be utilized as the staffing needs arise within the city.

#### Current Specific Needs:

##### Accounting Services;

Currently the City uses the Eden financial software system and Lance, Soll and Lunghard for auditing services. The city contracts for the services of a City Controller (10 hours per week) and Accounting Clerk (16 hours) who are engaged in the following activities;

- A. Makes routine investigations, examinations, and accounting of the City's 20 funds and the Cemetery fund, a Subsidiary District of the City.
- B. Prepares financial records and prepares reports (monthly warrant registers, treasury report);
- C. Prepares accounting of varied financial transactions and records in accordance with regulations and accounting procedures;
- D. Prepares monthly bank reconciliation.
- E. Interface as project leader with all external audits.
- F. Process Business Registration Certificates;
- G. Maintaining essential accounting records and files.

##### Front Counter-Building Permit Services;

The City is currently in the process of implementing the Eden systems "Building Permit" software. This project has caused the need for temporary assistance at the front counter while City staff is training/implementing this software. The City's need is for temporary personnel that can provide building permit intake-processing and reception/information desk services for approximately 16 hours per week.

#### In Responding to the Request for Quote please provide the following:

1. Name of Firm;
2. Address of principal place of business and all other offices and corresponding telephone/fax numbers and email address.
3. Cost details, including the hourly rates of each of the position classifications who could perform the services listed above.
4. Insurance and bonding levels.

#### Selection Criteria

The selection criteria used in developing an approved list of vendors, awarding a contract or agreement for professional services as described herein shall include:

1. Qualifications of the firms who will perform the tasks and the amounts of their respective participation;
2. Experience and references;
3. Cost competitiveness.

#### Submission Requirements

All sealed proposals must be received by the City Clerk no later than 3:00 p.m. Thursday October 18, 2012. The bid opening will be conducted at the City Council Chambers (address below) at 3:15 p.m. Thursday October 18, 2012. Address submittals to:

City Clerk, City of Wildomar  
RFP 2012-1018  
23873 Clinton Keith Road, Suite 201  
Wildomar, California 92595

Posted 10/4/2012

Questions? Contact Gary Nordquist, Assistant City Manager  
[gnordquist@cityofwildomar.org](mailto:gnordquist@cityofwildomar.org)  
951-677-7751

# **Attachment B**

**Recommended  
Professional Services Agreement  
with  
M.V. Cheng & Associates**

# CITY OF WILDOMAR

## PROFESSIONAL SERVICES AGREEMENT

WITH

## M.V. CHENG & ASSOCIATES

### 1. PARTIES AND DATE.

This Agreement is made and entered into this day November 15, 2012, by and between the City of Wildomar, a California municipal corporation with its principal place of business at 23873 Clinton Keith Road, Suite 201, Wildomar, California 92595 (“City”) and M.V. Cheng & Associates, a sole proprietorship (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

### 2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant, a sole proprietorship, desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Accounting, Computer Software Implementation, Administrative and Development Support Services to the public and is familiar with the plans of City.

### 3. TERMS.

#### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work

necessary to fully and adequately supply the professional services requested by the City for accounting and administrative/development support services. The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. The Services shall be performed by Consultant as requested by the City. The City has the sole discretion to determine if and when Services are to be requested of Consultant and nothing in this Agreement shall be construed as requiring City to request that Consultant perform Services.

3.1.2 Term. The term of this Agreement shall be from the date of execution by all Parties until terminated as provided herein.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractors. The Services shall be performed by Consultant, its officers, employees, or subcontractors approved by the City as provided herein. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant, its officers and employees, on an independent contractor basis and not as employees. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, Calpers payments, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.3 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the services or a threat to the safety of persons or property, shall be promptly removed by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Misty V. Cheng.

3.2.4 City's Representative. The City hereby designates the Assistant City Manager, to act as its representative for the performance of this Agreement ("City's

Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City’s Representative.

3.2.5 Consultant’s Representative. Consultant hereby designates Misty V. Cheng or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant’s failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from providing services by the Consultant and shall not be re-employed to perform any of the services.

3.2.8 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising there from. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

3.2.9.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.9.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured's with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects

the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured's with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverage's. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.9.5 Separation of Insured's; No Special Limitations. All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.9.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the City.

3.2.9.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this

Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.4 Fees and Payments.

3.4.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.4.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.4.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.4.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing

rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.6 Accounting Records.

3.6.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7 General Provisions.

3.7.1 Supersedes Previous Agreement. This Agreement supersedes the Professional Services Agreement entered into between the Parties on or about August 10, 2011.

3.7.2 Termination of Agreement.

3.7.2.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may terminate this Agreement upon seven (7) days written notice to the City in the event the City fails to make any payment when due, or to cooperate on a reasonable request, or in the event that Consultant determines that continuing services to City would be unethical, impractical, or improper..

3.7.2.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**City**

City of Wildomar  
23873 Clinton Keith Road,  
Suite 201,  
Wildomar, California 92595  
Attn: Gary Nordquist

**Consultant**

M. V. Cheng & Associates  
2021 Oakdale Street  
Pasadena, CA 91107  
925-963-9996  
Attn: Misty Cheng

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, including, without limitation, any Computer Aided Design and Drafting (“CADD”) data, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents, Data, and Software solutions the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data or Software at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk. Any CADD data delivered to City shall not include the professional stamp or signature of an engineer, architect, or any other licensed professional, but shall be followed with a hard copy with such stamp or signature.

3.7.4.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs or any publication pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.7.7 Indemnification.

3.7.7.1 Standard Indemnification. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk and with the legal counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.7.7.2 Indemnification Related to Design Professional Services. The indemnification language above shall apply except as to design professional services, as defined in Civil Code section 2782.8, including any architect, landscape architect, and engineer or land surveyor services, provided pursuant to this Agreement. As to such Services, to the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Consultant's Services, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or

volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.7.8 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.7.9 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.7.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.11 City's Right to Employ Other Consultants. City reserves right to employ other consultants to perform the same or similar services as Consultant.

3.7.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.7.13 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.19 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

3.7.20 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.7.21 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.7.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.8 Subcontracting.

3.8.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**SIGNATURE PAGE  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF WILDOMAR  
AND  
M.V. CHENG & ASSOCIATES**

**CITY OF WILDOMAR**

**CONSULTANT**

By: \_\_\_\_\_  
Frank Oviedo, City Manager

By: \_\_\_\_\_  
Misty V. Cheng

By: \_\_\_\_\_  
Debbie Lee, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Tom Jex, City Attorney

By: \_\_\_\_\_  
Gary Nordquist, Risk Management

**IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES**

By: \_\_\_\_\_  
Gary Nordquist,  
Administrative Services

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

1. Provide temporary and/or part-time personnel capable of performing accounting services such as accounts payable/receivable, bank reconciliations, treasury reporting, j.v. processing and payroll support, interfacing with auditors and providing special reports as requested.
2. Provide temporary and/or part-time personnel capable of performing administrative and development support services such as front counter reception, business registration and development permit processing.
3. Provide temporary and/or part-time personnel capable of performing information technology services such as project management of systems implementation and upgrades, development of automated billing systems, and assistance to other departments automated system implementation and upgrades.

**EXHIBIT "B"**  
**COMPENSATION**

1. **Fees.** Fees for this engagement are computed on an hourly basis in accordance with the rates assigned to personnel for the type of work (i.e. accounting, administrative and development services or information technology) being performed. The consultant and subordinate personnel will not charge for travel time to and from the offices to the City of Wildomar, but will charge mileage reimbursement for travel (subject to City pre-approval) at the Internal Revenue Service approved rate. The rates for this engagement are as follows:

**Hourly Rates by Position**

- A. Information Technology Project Director \$110
- B. Controller \$80
- C. Accounting/Finance Manager \$75
- D. Senior Accountant \$70
- E. Accountant \$60
- F. Entry Level Accountant \$45
- G. Account Technician \$35
- H. Building Permit Technician \$35
- I. Account Clerk \$30
- J. Administrative Assistant \$30

**Adjustment to Rates:** The rates for services provided for in this Agreement will remain in effect through June 30, 2013. As of July 1, 2013, and the commencement of each City fiscal year thereafter, the rates for services may be increased annually by no more than the Consumer Price Index increase for that year.

# **Attachment C**

**Recommended  
Professional Services Agreement  
with  
Robert Half International Inc.**

# CITY OF WILDOMAR

## PROFESSIONAL SERVICES AGREEMENT

WITH

## ROBERT HALF INTERNATIONAL INC. (ACCOMTEMPS-OFFICE TEAM)

### 1. PARTIES AND DATE.

This Agreement is made and entered into this 15<sup>th</sup> day of November 2012, by and between the City of Wildomar, a California municipal corporation with its principal place of business at 23873 Clinton Keith Road, Suite 201, Wildomar, California 92595 (“City”) and Robert Half International Inc, a Delaware corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

### 2. RECITALS.

2.1 City. City is California Municipal Corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant, a corporation, desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Accounting, Computer Software Implementation, Administrative and Development Support Services to the public and is familiar with the plans of City.

### 3. TERMS.

#### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services requested by the City for accounting and administrative/development support services. The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. The Services shall be performed by Consultant as requested by the City. The City has the sole discretion to determine if and when Services are to be requested of Consultant and nothing in this Agreement shall be construed as requiring City to request that Consultant perform Services.

3.2 3.1.2 Term. The term of this Agreement shall be from the date of execution by all Parties until terminated as provided herein. Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractors. The Services shall be performed by Consultant, its officers, employees, or subcontractors approved by the City as provided herein. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant, its officers and employees, on an independent contractor basis and not as employees. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, Calpers payments, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.3 City's Representative. The City hereby designates the Assistant City Manager, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative.

3.2.4 Consultant's Representative. Consultant hereby designates Gregg Brandon or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The

Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.5 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.6 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from providing services by the Consultant and shall not be re-employed to perform any of the services.

3.2.7 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising there from. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.8 Insurance.

3.2.8.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.8.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

3.2.8.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.8.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured's with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured's with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverage's. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.8.5 Separation of Insured's; No Special Limitations. All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.8.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.8.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the City.

3.2.8.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.4 Fees and Payments.

3.4.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.4.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.4.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.4.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.6 Accounting Records.

3.6.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7 General Provisions.

3.7.1 Termination of Agreement.

3.7.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may terminate this Agreement upon seven (7) days written notice to the City in the event the City fails to make any payment when due, or to cooperate on a reasonable request, or in the event that Consultant determines that continuing services to City would be unethical, impractical, or improper.

3.7.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.7.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**City**

City of Wildomar  
23873 Clinton Keith Road,  
Suite 201,  
Wildomar, California 92595  
Attn: Gary Nordquist

**Consultant**

Robert Half International Inc.  
2280 Market Street Suite 220  
Riverside , CA 92501  
951-779-9044  
Attn: Gregg Brandon

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.7.3 Ownership of Materials and Confidentiality.

3.7.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, including, without limitation, any Computer Aided Design and Drafting (“CADD”) data, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents, Data, and Software solutions the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data or Software at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk. Any CADD data delivered to City shall not include the professional stamp or signature of an engineer, architect, or any other licensed professional, but shall be followed with a hard copy with such stamp or signature.

3.7.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs or any publication pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.5 Attorney’s Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney’s fees and all other costs of such action.

### 3.7.6 Indemnification.

3.7.6.1 Standard Indemnification. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from

any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk and with counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.7.6.2 Indemnification Related to Design Professional Services. The indemnification language above shall apply except as to design professional services, as defined in Civil Code section 2782.8, including any architect, landscape architect, and engineer or land surveyor services, provided pursuant to this Agreement. As to such Services, to the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Consultant's Services, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.7.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants for the same or similar services as those provided by Consultant under this Agreement.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

3.7.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.7.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.7.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

### 3.8 Subcontracting.

3.8.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.[v1]

**SIGNATURE PAGE  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF WILDOMAR  
AND  
ROBERT HALF INTERNATIONAL INC.**

**CITY OF WILDOMAR**

**CONSULTANT**

By: \_\_\_\_\_  
Frank Oviedo, City Manager

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

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

By: \_\_\_\_\_  
Debbie Lee, City Clerk

Approved as to Form:

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

By: \_\_\_\_\_  
Tom Jex, City Attorney

By: \_\_\_\_\_  
Gary Nordquist, Risk Management

**IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION  
POLICIES/PROCEDURES**

By: \_\_\_\_\_  
Gary Nordquist,  
Administrative Services

**EXHIBIT “A”  
SCOPE OF SERVICES**

1. Provide temporary and/or part-time personnel capable of performing accounting services such as accounts payable/receivable, bank reconciliations, treasury reporting, j.v. processing and payroll support, interfacing with auditors and providing special reports as requested.
2. Provide temporary and/or part-time personnel capable of performing administrative and development support services such as front counter reception, business registration and development permit processing.
3. Provide temporary and/or part-time personnel capable of performing information technology services such as project management of systems implementation and upgrades, development of automated billing systems, and assistance to other departments automated system implementation and upgrades.

**EXHIBIT “B”  
COMPENSATION**

- 1. Fees.** Fees for this engagement are computed on an hourly basis in accordance with the rates assigned to personnel for the type of work (i.e. accounting, administrative and development services or information technology) being performed. The consultant and subordinate personnel will not charge for travel time to and from the offices to the City of Wildomar, but will charge mileage reimbursement for travel (subject to City pre-approval) at the Internal Revenue Service approved rate. The rates for this engagement are as follows:

**Hourly Rates by Position**

- K. City Controller \$80-\$90
- L. Accounting Clerk \$22-\$30
- M. Front Counter Building Permit Services \$17-\$21

**Adjustment to Rates:** The rates for services provided for in this Agreement will remain in effect through June 30, 2013. As of July 1, 2013, and the commencement of each City fiscal year thereafter, the rates for services may be increased annually by no more than the Consumer Price Index increase for that year.

- 2. Billing.** The consultant’s bill in *1/10th* of one hour increments. The billing cycle typically runs from the first day of the month to the last day of the month. The City will receive an invoice for services rendered and costs incurred during the immediately prior month on a daily basis. Invoices will include a specific description of the work provided by each position, the time spent, and the rate charged. All entries are assigned to a City assigned budget account or project number. Invoices are due and payable within thirty (30) days of presentation. Payment is not contingent upon any aspect of this engagement.

**WILDOMAR CEMETERY DISTRICT  
REGULAR MEETING MINUTES  
SEPTEMBER 12, 2012**

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

The regular meeting of September 12, 2012, of the Wildomar Cemetery District was called to order by Chairman Benoit at 8:06 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

Trustee Roll Call showed the following Members in attendance: Chairman Benoit, Vice Chairman Walker, Trustees Cashman, Moore and Swanson. Members absent: None.

Staff in attendance: General Manager Oviedo, District Counsel Jex and Clerk of the Board Lee.

**APPROVAL OF THE AGENDA AS PRESENTED**

**A MOTION** was made by Trustee Swanson, seconded by Vice Chairman Walker, to approve the agenda as presented.

**MOTION** carried, 5-0.

**4.0 CONSENT CALENDAR**

**A MOTION** was made by Trustee Moore, seconded by Trustee Swanson, to approve the Consent Calendar as presented.

**MOTION** carried, 5-0.

**4.1 Minutes – July 11, 2012 Regular Meeting**

Approved the Minutes as presented.

**4.2 Warrant Register**

Approved the following:

1. Warrant Register dated August 2, 2012, in the amount of \$152.46;
2. Warrant Register dated August 2, 2012, in the amount of \$523.28;
3. Warrant Register dated August 16, 2012, in the amount of \$7,390.43;
4. Warrant Register dated August 16, 2012, in the amount of \$300.00;
5. Warrant Register dated August 23, 2012, in the amount of \$206.28; &
6. Warrant Register dated August 30, 2012, in the amount of \$78.23;

**4.3 Treasurer's Report**

Approved the Treasurer's Report for July, 2012.

## **5.0 PUBLIC HEARINGS**

There were no items scheduled.

## **6.0 GENERAL BUSINESS**

There were no items scheduled.

## **GENERAL MANAGER REPORT**

General Manager Oviedo reported on the tree limb which fell on the roadway by the front gate on the cemetery grounds last week. There was some minor damage to the light pole and currently that is being fixed.

## **CEMETERY DISTRICT COUNSEL REPORT**

There was nothing to report.

## **BOARD COMMUNICATIONS**

There was nothing to report.

## **FUTURE AGENDA ITEMS**

There was nothing to report.

## **ADJOURN WILDOMAR CEMETERY DISTRICT**

There being no further business, Chairman Benoit declared the meeting adjourned at 8:09 p.m.

Submitted by:

Approved by:

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Debbie A. Lee, CMC  
Clerk of the Board

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Ben J. Benoit  
Chairman

**WILDOMAR CEMETERY DISTRICT  
REGULAR MEETING MINUTES  
OCTOBER 10, 2012**

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

The regular meeting of October 10, 2012, of the Wildomar Cemetery District was called to order by Chairman Benoit at 7:42 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 111, Wildomar, California.

Trustee Roll Call showed the following Members in attendance: Chairman Benoit, Vice Chairman Walker, Trustees Cashman, Moore and Swanson. Members absent: None.

Staff in attendance: General Manager Oviedo, District Counsel Jex and Clerk of the Board Lee.

**PUBLIC COMMENTS**

There were no speakers.

**APPROVAL OF THE AGENDA AS PRESENTED**

**A MOTION** was made by Trustee Swanson, seconded by Vice Chairman Walker, to approve the agenda as presented.

**MOTION** carried, 5-0.

**4.0 CONSENT CALENDAR**

**A MOTION** was made by Trustee Swanson, seconded by Vice Chairman Walker, to approve the Consent Calendar as presented.

**MOTION** carried, 5-0.

**4.1 Minutes – August 8, 2012 Regular Meeting**

Approved the Minutes as presented.

**4.2 Warrant Register**

Approved the following:

1. Warrant Register dated 09-07-12, in the amount of \$1,980.97;
2. Warrant Register dated 09-13-12, in the amount of \$28.23;
3. Warrant Register dated 09-20-12, in the amount of \$793.40; &
4. Warrant Register dated 09-28-12, in the amount of \$28.23.

**4.3 Treasurer's Report**

Approved the Treasurer's Report for August, 2012.

**5.0 PUBLIC HEARINGS**

There are no items scheduled.

**6.0 GENERAL BUSINESS**

There are no items scheduled.

**GENERAL MANAGER REPORT**

There was nothing to report.

**CEMETERY DISTRICT COUNSEL REPORT**

There was nothing to report.

**BOARD COMMUNICATIONS**

There was nothing to report.

**FUTURE AGENDA ITEMS**

There were no items.

**ADJOURN WILDOMAR CEMETERY DISTRICT**

There being no further business Chairman Benoit declared the meeting adjourned at 7:43 p.m.

Submitted by:

Approved by:

\_\_\_\_\_  
Debbie A. Lee, CMC  
Clerk of the Board

\_\_\_\_\_  
Ben J. Benoit  
Chairman

**WILDOMAR CEMETERY DISTRICT**  
**Agenda Item #4.3**  
**CONSENT CALENDAR**  
**Meeting Date: November 14, 2012**

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**TO:** Chairman and Board of Trustees  
**FROM:** Gary Nordquist, Assistant General Manager  
**SUBJECT:** Warrant Registers

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated October 4, 2012, in the amount of \$1,781.63;
2. Warrant Register dated October 11, 2012, in the amount of \$416.30;
3. Warrant Register dated October 18, 2012, in the amount of \$414.60;
4. Warrant Register dated October 25, 2012, in the amount of \$104.38; &
5. Warrant Register dated November 1, 2012, in the amount of \$110.66.

**DISCUSSION:**

The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

**FISCAL IMPACT:**

These Warrant Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2012-13 Budgets.

Submitted by:  
Gary Nordquist  
Assistant General Manager

Approved by:  
Frank Oviedo  
General Manager

**ATTACHMENTS:**

Warrant Register dated October 4, 2012  
Warrant Register dated October 11, 2012  
Warrant Register dated October 18, 2012  
Warrant Register dated October 25, 2012  
Warrant Register dated November 1, 2012

vchlist  
10/04/2012 7:40:46PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201618	10/4/2012	000388 ALARM FINANCIAL SERVICES, TNSS	95489		CEM ALARM MONITORING 10/1/12-	60.00
					Total :	60.00
201619	10/4/2012	000367 CINTAS CORPORATION	055511757		STAFF UNIFORM MAINTENANCE	28.23
					Total :	28.23
201620	10/4/2012	000022 EDISON	92612		CEM ELECTRICAL SRVCS 8/24/12-9	161.53
					Total :	161.53
201621	10/4/2012	000012 ELSINORE VALLEY MUNICIPAL, WATER	5689752		CEM WATER SRVCS 8/23/12-9/20/11	1,352.03
					Total :	1,352.03
201622	10/4/2012	000020 VERIZON	91912		CEM VOICE/INTERNET 9/19/12-10/	179.84
					Total :	179.84
5 Vouchers for bank code : wf						Bank total : 1,781.63
5 Vouchers in this report						Total vouchers : 1,781.63

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vchlist  
10/11/2012 4:03:23PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
201636	10/11/2012	000442 ARCO GASPRO PLUS	NP35970953		CEMETERY FUEL	388.07	
					Total :	388.07	
201637	10/11/2012	000367 CINTAS CORPORATION	055514416		STAFF UNIFORM MAINTENANCE	28.23	
					Total :	28.23	
2 Vouchers for bank code : wf						Bank total :	416.30
2 Vouchers in this report						Total vouchers :	416.30

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vchlist  
10/18/2012 2:17:04PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201656	10/18/2012	000367 CINTAS CORPORATION	055517071		STAFF UNIFORM MAINTENANCE	28.23
					Total :	28.23
201657	10/18/2012	000011 CR&R INC.	0260878		WASTE SERVICES-3 YD COMMERC	124.12
					Total :	124.12
201658	10/18/2012	000379 HOME DEPOT CREDIT SERVICES	92812		CEMETERY MAINTENANCE SUPPL	58.38
					Total :	58.38
201659	10/18/2012	000094 STAUFFERS LAWN EQUIPMENT	186774		CEMETERY DEPARTMENTAL SUPP	152.48
			186783		CEMETERY DEPARTMENTAL SUPP	26.64
					Total :	179.12
201660	10/18/2012	000368 WHITNEY'S DRINKING WATER	101012		CEMETERY DRINKING WATER	24.75
					Total :	24.75
5 Vouchers for bank code : wf						Bank total : 414.60
5 Vouchers in this report						Total vouchers : 414.60

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vchlist  
10/25/2012 2:48:44PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	invoice	PO #	Description/Account	Amount
201679	10/25/2012	000367 CINTAS CORPORATION	055519740		STAFF UNIFORM MAINTENANCE	28.23
					Total :	28.23
201680	10/25/2012	000186 RIGHTWAY	715039		CEM RESTROOM MAINT 10/4/12-10	76.15
					Total :	76.15
2 Vouchers for bank code : wf						Bank total : 104.38
2 Vouchers in this report						Total vouchers : 104.38

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vchlist  
11/01/2012 4:28:00PM

Voucher List  
City of Wildomar

Page: 1

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201694	11/1/2012	000367 CINTAS CORPORATION	55522357 55525026		STAFF UNIFORM MAINTENANCE STAFF UNIFORM MAINTENANCE	28.23 28.23
					<b>Total :</b>	<b>56.46</b>
201695	11/1/2012	000184 NORTH COUNTY TIMES AND, THE CALIF	10212		CEMETERY NEWSPAPER SUBSCR	41.70
					<b>Total :</b>	<b>41.70</b>
201696	11/1/2012	000368 WHITNEY'S DRINKING WATER	102412		CEMETERY DRINKING WATER	12.50
					<b>Total :</b>	<b>12.50</b>
<b>3 Vouchers for bank code : wf</b>						<b>Bank total : 110.66</b>
<b>3 Vouchers in this report</b>						<b>Total vouchers : 110.66</b>

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**WILDOMAR CEMETERY DISTRICT**  
**Agenda Item #4.4**  
**CONSENT CALENDAR**  
**Meeting Date: November 14, 2012**

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**TO:** Chairman and the Board of Trustees  
**FROM:** Gary Nordquist, Assistant General Manager  
**SUBJECT:** Treasurer's Report

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the Treasurer's Report for September, 2012.

**DISCUSSION:**

Attached is the Treasurer's Report for Cash and Investments for the month of September 2012.

**FISCAL IMPACT:**

None at this time.

Submitted by:  
Gary Nordquist  
Assistant General Manager

Approved by:  
Frank Oviedo  
General Manager

**ATTACHMENTS:**

Treasurer's Report

