

CITY OF WILDOMAR CITY COUNCIL  
AGENDA

6:00 P.M. - REGULAR MEETING

DECEMBER 8, 2010  
Council Chambers  
23873 Clinton Keith Road



Bridgette Moore, Mayor  
Marsha Swanson, Mayor Pro Tem  
Sheryl Ade, Council Member  
Bob Cashman, Council Member  
Scott Farnam, Council Member  
Ben Benoit, Council Member-Elect  
Timothy Walker, Council Member-Elect

City Manager  
Frank Oviedo

City Attorney  
Julie Hayward Biggs

## **WILDOMAR CITY COUNCIL REGULAR MEETING AGENDA December 8, 2010**

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

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

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

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

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

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

**CALL TO ORDER – REGULAR SESSION - 6:00 p.m.**

**ROLL CALL**

**MOMENT OF SILENCE**

**FLAG SALUTE**

**A. SPECIAL ORDER OF BUSINESS**

- A.1 **Certification of November 2, 2010, General Municipal Election**  
**RECOMMENDATION:** That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2010 - \_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL  
ELECTION HELD ON TUESDAY, NOVEMBER 2, 2010, DECLARING  
THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

**SPECIAL PRESENTATIONS**

Presentations to Outgoing Council Members

Swearing in of Council Member-Elects Timothy Walker, Ben Benoit, and  
Marsha Swanson

**REFRESHMENT BREAK**

## **RECONVENE INTO OPEN SESSION**

### **PRESENTATIONS**

Fire Department Monthly Update

Community Services Monthly Update

Chamber Monthly Update

### **PUBLIC COMMENTS**

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

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

#### **1.0 CONSENT CALENDAR**

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

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

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

##### **1.2 Minutes – October 27, 2010 Regular Meeting**

**RECOMMENDATION:** That the City Council approve the Minutes as submitted.

##### **1.3 Minutes – November 10, 2010 Regular Meeting**

**RECOMMENDATION:** That the City Council approve the Minutes as submitted.

**1.4 Warrant Registers**

**RECOMMENDATION:** That the City Council approve the following Warrant and Payroll Registers:

1. Warrant Register dated November 15, 2010 in the amount of \$444,331.77;
2. Warrant Register dated November 18, 2010 in the amount of \$41,865.56;
3. Warrant Register dated November 24, 2010 in the amount of \$35,866.50;
4. Warrant Register dated December 2, 2010 in the amount of \$44,664.15;
5. Payroll Register dated November 2, 2010 in the amount of \$1,507.56;
6. Payroll Register dated November 15, 2010 in the amount of \$16,861.72; and
7. Payroll Register dated December 2, 2010 in the amount of \$1,495.56.

**1.5 Treasurer's Report – October 2010**

**RECOMMENDATION:** That the City Council approve the Treasurer's Report for October 2010.

**1.6 Ordinance No. 54 Second Reading Change of Zone (Project No. 08-0162) – Robles Auto Repair**

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

ORDINANCE NO. 54  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE 7440  
(CITY PROJECT NO. 08-0162) TO AMEND THE OFFICIAL ZONING  
MAP OF THE CITY OF WILDOMAR FROM RURAL RESIDENTIAL (R-R)  
TO GENERAL COMMERCIAL (C-1/C-P) FOR A 2.28 ACRE SITE  
LOCATED AT THE NORTHWEST CORNER OF PALOMAR STREET  
AND KILGORE LANE (ASSESSOR'S PARCEL NO. 380-140-004)

**1.7 Ordinance No. 55 Second Reading – City Initiated Code Amendment Relating to Conditional Use Permits**

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

ORDINANCE NO. 55  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, AMENDING TITLE 17, SECTION 17.200  
RELATED TO TIME LIMITS AND EXTENSIONS FOR CONDITIONAL  
USE PERMITS (ZONING CODE AMENDMENT 10-06)

**1.8 Ordinance No. 57 Second Reading - E-Verify Program**

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

ORDINANCE NO. 57  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, ADDING NEW CHAPTER 3.09 TO THE  
WILDOMAR MUNICIPAL CODE PERTAINING TO THE E-VERIFY  
PROGRAM

**1.9 Appeal of Regional Water Quality Control Board Tentative Order (Ms4 Permit) Relating to Storm Water**

**RECOMMENDATION:** Staff recommends that the City Council authorize the City Manager to execute an engagement letter authorizing Riverside County Flood Control's counsel to represent the city for purposes of filing an appeal of the Regional Water Quality Control Board's adoption of Tentative Order R9-2010-0016 within the 30 day appeal period.

**1.10 City of Wildomar and Cal Fire Smoke Detector Program for Seniors**

**RECOMMENDATION:** Approve a free Smoke Detector Program to Wildomar senior residents who are financially unable to maintain a working smoke alarm in their home.

## **2.0 PUBLIC HEARINGS**

### **2.1 Ordinance No. 56 Second Reading - 2010 California Building Codes Adoption**

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

1. Conduct the Public Hearing to take testimony regarding the adoption of Ordinance No. 56; and
2. Adopt Ordinance No. 56 entitled:

#### ORDINANCE NO. 56

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 8.01 TO THE WILDOMAR MUNICIPAL CODE BY ADOPTING THE 2010 EDITIONS OF THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA GREEN BUILDING CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA ELECTRICAL CODE AND THE 1997 EDITION OF THE UNIFORM HOUSING CODE AND RELATED MODEL CODES WITH APPENDICES AND AMENDMENTS THERETO

### **2.2 Extension of Ordinance No. 45 – Boat Storage, Recreational Vehicle Storage, Self-Storage Facilities and Mini-Warehouses in Commercial and Residential Zones Moratorium**

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

#### ORDINANCE NO. \_\_\_\_\_

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR CALIFORNIA, CONTINUING THE PROVISIONS OF ORDINANCE NO. 45 FOR A PERIOD OF ONE (1) YEAR ESTABLISHING A TEMPORARY MORATORIUM ON THE APPROVAL OF TRAILER AND BOAT STORAGE, RECREATIONAL VEHICLE STORAGE, AND SELF-STORAGE FACILITIES AND MINI-WAREHOUSE USES IN COMMERCIAL AND RESIDENTIAL ZONES IN THE CITY

### **3.0 GENERAL BUSINESS**

#### **3.1 Save Our Parks Update**

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

1. Receive Update Report; and
2. Authorize the City Manager to sign all required documents to engage Albert A. Webb Associates to assist with the Formation of a Community Services District.

#### **3.2 FY2010/11 COPS Grant Program**

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

RESOLUTION NO. 2010 - \_\_\_\_\_  
A RESOLUTION OF THE COUNCIL OF THE CITY OF WILDOMAR  
RECOMMENDING THE USE OF \$100,000 FROM THE 2010-11 STATE  
BUDGET TO PROVIDE FUNDING ADDITIONAL PUBLIC SAFETY  
PERSONNEL

#### **3.3 Part –Time Staff/Intern Positions**

**RECOMMENDATION:** Staff recommends the City Council add the part time positions for Student/Intern and Office Assistant to the City's Table of Organization and approve the hiring of the positions of Student/Intern and Office Assistant on an as need and funded basis.

#### **3.4 Animal Shelter Membership Agreement for the Southwest Communities Financing Authority**

**RECOMMENDATION:** That the City Council adopt the Third Amended and Restated Joint Powers Agreement between the County of Riverside, City of Canyon Lake, City of Lake Elsinore, City of Murrieta, City of Temecula, and the City of Wildomar, creating the Southwest Communities Financing Authority (Animal Shelter) and approve a Sublease Agreement as a member of the Authority for the Animal Shelter.

#### **3.5 Stable Lanes Commercial Center Grading Material Export**

**RECOMMENDATION:** That the City Council direct Staff to send a letter to the County stating that, to the extent it does not negatively impact the Interchange Reconstruction Project, it is the City's preference that the export material from the Stable Lanes Commercial Center Project be used.

**3.6 Planning Commission Appointments**

**RECOMMENDATION:** Staff recommends that Mayor Pro Tem Swanson, Council Member Benoit, and Council Member Walker each nominate a citizen to serve as a Commissioner on the Planning Commission, subject to ratification by a majority vote of the City Council.

**3.7 Appointments to the City and Regional Committees, Commissions and Boards**

**RECOMMENDATION:** That the City Council review the list of Committees, Commissions, and Boards appointments and direct Staff to make changed deemed appropriate.

**3.8 Mayor and Mayor Pro Tem Appointment for 2011**

**RECOMMENDATION:** Staff recommends that the City Council appoint a Mayor and Mayor Pro Tem for 2011.

**CITY MANAGER REPORT**

**CITY ATTORNEY REPORT**

**COUNCIL COMMUNICATIONS**

**FUTURE AGENDA ITEMS**

**CLOSED SESSION**

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

Wildomar Patient Compassionate Group, Inc. v. Mathew Bassi, Planning Director for the City of Wildomar, Riverside Superior Court Case No. RIC10022476.

**ADJOURNMENT**

**2010/11 City Council Regular Meeting Schedule**

December 22	April 13	July 13	October 12
January 12	April 27	July 27	October 26
January 26	May 11	August 10	November 9
February 9	May 25	August 24	November 23
February 23	June 8	September 14	December 14
March 9	June 22	September 28	December 28
March 23			

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

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

**POSTING STATEMENT:** On December 4, 2010, by Noon., a true and correct copy of this agenda was posted at the three designated posting locations:  
Wildomar City Hall, 23873 Clinton Keith Road  
U.S. Post Office, 21392 Palomar Street  
Mission Trail Library, 34303 Mission Trail Blvd

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #A.1**  
**SPECIAL ORDER OF BUSINESS**  
**Meeting Date: December 8, 2010**

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**TO:** Mayor and City Council  
**FROM:** Debbie A. Lee, City Clerk  
**SUBJECT:** Certification of November 2, 2010 General Municipal Election

**STAFF REPORT**

**RECOMMENDATION:**

That the City Council adopt a Resolution entitled:

RESOLUTION NO. 2010 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,  
RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY,  
NOVEMBER 2, 2010, DECLARING THE RESULT AND SUCH OTHER MATTERS AS  
PROVIDED BY LAW

**BACKGROUND:**

The City of Wildomar consolidated the first General Municipal Election since incorporation with the County of Riverside. This election was held on Tuesday, November 2, 2010, for the purpose of electing three Council Members for a full term of four years, and also Measure R to set the City's appropriation limit at \$7,728,041.

The County of Riverside Registrar of Voters Office certified the election on November 26, 2010, and sent the official certification to the City which was received on December 2, 2010. The results are as follows:

Member of the City Council

Timothy W. Walker  
Ben J. Benoit  
Marsha Swanson

Measure R

Yes

At this time the City Council will should certify the election results as approved by the voters of Wildomar.

**FISCAL IMPACT:**

\$30,000 has been budgeted for the election. The City has not received the invoice from the County as of the printing of this report.

Submitted by:

Approved by:

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Debbie A. Lee, CMC  
City Clerk

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Frank Oviedo  
City Manager

**ATTACHMENTS:**

Resolution No. 2010 - \_\_\_\_\_

**RESOLUTION NO. 2010 - \_\_\_\_\_**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION  
HELD ON TUESDAY, NOVEMBER 2, 2010, DECLARING THE RESULT AND SUCH  
OTHER MATTERS AS PROVIDED BY LAW**

**WHEREAS**, a General Municipal Election was held and conducted in the City of Wildomar, California, on Tuesday, November 2, 2010, as required by law; and

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

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

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

**SECTION 1.** That the whole number of ballots cast in the precincts, except vote by mail voter ballots, was 4,798; That the whole number of vote by mail voter ballots cast in the City was 3,396; making a total of 8,194 ballots cast in the City.

**SECTION 2.** That the names of persons voted for at the election for Member of the City Council are as follows:  
Timothy W. Walker  
Ben J. Benoit  
Marsha Swanson

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

<b>Shall the permanent annual appropriations limit of the City of Wildomar be set at \$7,728,041?</b>	<b>YES</b>
	<b>NO</b>

**SECTION 3.** That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the person were candidates and for and against the Measure are as listed in Exhibit "A" attached.

**SECTION 4.** The City Council does declare and determine that:

Timothy Walker was elected as Member of the City Council for the full term of four years; Ben Benoit was elected as Member of the City Council for the full term of four years; Marsha Swanson was elected as Member of the City Council for the full term of four years.

That as a result of the election, a majority of the votes voting on the Measure relating to the appropriation limit (Gann Limit) did vote in favor of it, and that the Measure was carried, and shall be deemed adopted and ratified.

**SECTION 5.** The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing:

1. The whole number of ballots cast in the City;
2. The names of the persons voted for;
3. The Measure voted upon;
4. For what office each person was voted for;
5. The number of votes given at each precinct to each person, and for and against each Measure;
6. The total number of votes given to each person, and for and against each Measure.

**SECTION 6.** That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

**SECTION 7.** That the City Clerk shall certify to the passage and adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED** this 8th day of December, 2010.

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Bridgette Moore  
Mayor

APPROVED AS TO FORM:

ATTEST:

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Julie Hayward Biggs  
City Attorney

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Debbie A. Lee, CMC  
City Clerk



RIVERSIDE COUNTY Statement of Vote  
CONSOLIDATED GENERAL ELECTION

CITY OF WILDOMAR - MEMBER, CITY COUNCIL														
100095	Registration	Ballots Cast	Turnout (%)	TIMOTHY W. WALKER	MARTHA L. BRIDGES	BEN J. BENOIT	KRISTAN LLOYD	MARSHA SWANSON	SHERYL ADE					
19000 WILDOMAR	1210	357	29.50	135	92	121	101	102	112					
19000 - Vote by Mail Reporting	1210	286	23.64	111	74	114	103	121	100					
19003 WILDOMAR	44	35	79.55	8	3	13	7	11	19					
19003 - Vote by Mail Reporting	44	0	0.00	0	0	0	0	0	0					
19004 WILDOMAR	26	18	69.23	7	9	7	9	8	6					
19004 - Vote by Mail Reporting	26	0	0.00	0	0	0	0	0	0					
19006 WILDOMAR	92	65	70.65	19	18	23	23	24	20					
19006 - Vote by Mail Reporting	92	0	0.00	0	0	0	0	0	0					
19007 WILDOMAR	1281	403	31.46	158	91	145	120	102	87					
19007 - Vote by Mail Reporting	1281	335	26.15	126	105	173	93	107	92					
19008 WILDOMAR	440	274	62.27	96	69	137	81	100	76					
19008 - Vote by Mail Reporting	440	0	0.00	0	0	0	0	0	0					
19009 WILDOMAR	72	47	65.28	15	10	29	12	16	11					
19009 - Vote by Mail Reporting	72	0	0.00	0	0	0	0	0	0					
19010 WILDOMAR	2	2	100.00			*****	Insufficient Turnout to Protect Voter Privacy					*****		
19010 - Vote by Mail Reporting	2	0	0.00	0	0	0	0	0	0					
19011 WILDOMAR	14	9	64.29	6	0	4	0	0	0					
19011 - Vote by Mail Reporting	14	0	0.00	0	0	0	0	0	0					
19014 WILDOMAR	1606	460	28.64	177	111	197	113	134	117					
19014 - Vote by Mail Reporting	1606	549	34.18	215	198	248	150	215	169					
19016 WILDOMAR	580	174	30.00	54	44	62	56	56	60					
19016 - Vote by Mail Reporting	580	171	29.48	67	45	78	52	68	53					
19017 WILDOMAR	1539	496	32.23	175	101	224	124	208	139					
19017 - Vote by Mail Reporting	1539	445	28.91	163	100	191	135	166	167					
19018 WILDOMAR	746	251	33.65	80	45	99	76	106	57					
19018 - Vote by Mail Reporting	746	185	24.80	71	47	91	44	92	45					
19019 WILDOMAR	2	2	100.00			*****	Insufficient Turnout to Protect Voter Privacy					*****		
19019 - Vote by Mail Reporting	2	0	0.00	0	0	0	0	0	0					
19020 WILDOMAR	0	0	0.00	0	0	0	0	0	0					
19020 - Vote by Mail Reporting	0	0	0.00	0	0	0	0	0	0					
19021 WILDOMAR	0	0	0.00	0	0	0	0	0	0					
19021 - Vote by Mail Reporting	0	0	0.00	0	0	0	0	0	0					
19022 WILDOMAR	0	0	0.00	0	0	0	0	0	0					
19022 - Vote by Mail Reporting	0	0	0.00	0	0	0	0	0	0					
19023 WILDOMAR	9	3	33.33			*****	Insufficient Turnout to Protect Voter Privacy					*****		
19023 - Vote by Mail Reporting	9	0	0.00	0	0	0	0	0	0					
19025 WILDOMAR	121	79	65.29	37	15	40	23	29	19					
19025 - Vote by Mail Reporting	121	0	0.00	0	0	0	0	0	0					
19029 WILDOMAR	1096	384	35.04	112	76	172	112	136	120					
19029 - Vote by Mail Reporting	1096	259	23.63	105	58	127	87	98	80					
19030 WILDOMAR	957	314	32.81	112	59	112	92	74	81					
19030 - Vote by Mail Reporting	957	254	26.54	95	71	108	85	90	86					
19031 WILDOMAR	1530	490	32.03	179	112	211	136	139	145					
19031 - Vote by Mail Reporting	1530	483	31.57	155	145	213	130	212	174					
19032 WILDOMAR	494	326	65.99	146	91	127	88	123	106					
19032 - Vote by Mail Reporting	494	0	0.00	0	0	0	0	0	0					
19033 WILDOMAR	1009	296	29.34	106	65	100	59	69	85					
19033 - Vote by Mail Reporting	1009	241	23.89	103	64	115	60	105	87					
19034 WILDOMAR	706	206	29.18	76	53	81	41	53	48					
19034 - Vote by Mail Reporting	706	188	26.63	73	50	84	58	78	56					
39000 WILDOMAR	226	107	47.35	45	23	49	32	22	22					
39000 - Vote by Mail Reporting	226	0	0.00	0	0	0	0	0	0					
Precinct Totals	13802	4798	34.76	1744	1089	1953	1309	1517	1338					
Vote by Mail Reporting Totals	13802	3396	24.61	1285	957	1542	997	1372	1109					
Grand Totals	13802	8194	59.37	3029	2046	3495	2306	2889	2447					
CALIFORNIA	13802	8194	59.37	3029	2046	3495	2306	2889	2447					
49th Congressional District	13802	8194	59.37	3029	2046	3495	2306	2889	2447					
36th Senatorial District	13802	8194	59.37	3029	2046	3495	2306	2889	2447					

RIVERSIDE COUNTY Statement of Vote  
CONSOLIDATED GENERAL ELECTION

***Grand Totals 100095		CITY OF WILDOMAR - MEMBER, CITY COUNCIL													
	Registration	Ballots Cast	Turnout (%)		TIMOTHY W. WALKER	MARTHA L. BRIDGES	BEN J. BENOIT	KRISTAN LLOYD	MARSHA SWANSON	SHERYL ADE					
64th Assembly District	4549	2740	60.23		1023	731	1215	762	937	725					
66th Assembly District	9253	5454	58.94		2006	1315	2280	1544	1952	1722					
1st SUPERVISORIAL DISTRICT	13576	8087	59.57		2984	2023	3446	2274	2867	2425					
3rd SUPERVISORIAL DISTRICT	226	107	47.35		45	23	49	32	22	22					
Riverside	13802	8194	59.37		3029	2046	3495	2306	2889	2447					
City of Wildomar	13802	8194	59.37		3029	2046	3495	2306	2889	2447					



RIVERSIDE COUNTY Statement of Vote  
CONSOLIDATED GENERAL ELECTION

***Grand Totals 140138	MEASURE R																
	Registration	Ballots Cast	Turnout (%)		YES	NO											
64th Assembly District	4549	2740	60.23		1628	692											
68th Assembly District	9253	5454	58.94		3323	1374											
1st SUPERVISORIAL DISTRICT	13576	8087	59.57		4896	2032											
3rd SUPERVISORIAL DISTRICT	226	107	47.35		55	34											
Riverside	13802	8194	59.37		4951	2066											
City of Wildomar	13802	8194	59.37		4951	2066											

**CITY OF WILDOMAR  
CITY COUNCIL REGULAR COUNCIL MEETING MINUTES  
OCTOBER 27, 2010**

**CALL TO ORDER – CLOSED SESSION**

The closed session of October 27, 2010, of the Wildomar City Council was called to order at 5:33 p.m.

City Council Roll Call showed the following members in attendance: Mayor Moore, Mayor Pro Tem Swanson, Council Members Ade (arrived at 5:40 p.m.), and Cashman. Members absent: Council Member Farnam.

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

City Clerk Lee announced that the City Council will meet in closed session pursuant to Section 54957 with regard to the following personnel matter:

Performance Evaluation: City Manager

At 7:00 p.m. the City Council reconvened into open session making the following announcement:

The City Council gave City Manager Oviedo high marks in all five performance areas which included City Council and community relations, communication, staff relationships and management, intergovernmental relations, technical skills and personal style. He was particularly praised for his accessibility to the Council, community, and staff with his positive interaction with intergovernmental bodies and special interest groups.

There being no further business, at 7:04 p.m. Mayor Moore adjourned the closed session.

**CALL TO ORDER – REGULAR SESSION**

The regular meeting of October 27, 2010, of the Wildomar City Council was called to order by Mayor Moore at 7:04 p.m.

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

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

A moment of silence was observed and the flag salute was led by Boy Scout Crew 912.

## **PRESENTATIONS**

Code Enforcement Officer Kowalski presented the monthly update.

Mayor Moore presented a Certificate of Achievement to Wildomar resident, author Tom McGraham for his book “The Road to Iwo Jima” chronicling his experience in World War II.

Mayor Moore presented a Certificate of Appreciation to Wildomar resident, RTA Bus Driver Judith Culp for her heroic efforts during the recent storm.

Mayor Moore presented a Proclamation to Wildomar resident, Cody Oosterbaan for obtaining his Eagle Scout rank.

Mayor Moore presented a Certificate of Achievement to Lake Elsinore Unified School District Superintendent, Dr. Passarella for his efforts in bringing the LEUSD test scores to #3 in the County.

The Delta Society made a presentation to the City Council regarding their animals that are used for therapy purposes during a crisis situation.

## **PUBLIC COMMENTS**

Henry Silvestre, Fit2go, stated there will be a BBQ event on December 31 – January 1 at Tom’s Farms. After the event is over on the 31st they will hold a New Year’s Eve party with about 70% of the proceeds going to the Save Our Parks. There will be a jazz band that has donated their talents for the event and lots of food. He will also be contacting neighboring cities as well.

Glenn Copple, Original Christmas Tree Lane, stated they will hold the annual event at the Outlet Mall in Lake Elsinore for the first two weekends in December. Each tree has at least \$1,000 or more on the trees. He asked that everyone come out and judge the trees. The money raised goes to the local youth.

Kristan Lloyd, Wildomar Community Council, stated the annual Wildomar Fair and Car Show is November 6 and is also the community food drive.

John Lloyd, Wildomar Community Council, stated they are working with the Elks Lodge for a Bingo event to benefit the parks. The tentative date is January 23 at Noon, with ticket cost being \$25. All the money will go towards educating the public on an assessment for the parks.

Brenda Dennstedt, Western Municipal Water District, stated she would like to clarify why there are two water agencies on the ballot. They are a Metropolitan water agency and they wholesale water to the Elsinore Valley Water District.

Shirley Tipton, resident, stated she would like information on how to get a residential noise ordinance in the City. She was referred to Staff for assistance.

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

A MOTION was made by Council Member Farnam, seconded by Council Member Ade, to approve the agenda as presented.

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

### **1.0 CONSENT CALENDAR**

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

Roll call vote: Ayes – 5; Nays – 0; Mayor Pro Tem Swanson abstained on item #1.2. Motion carried.

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

Approved the reading by title only of all ordinances.

#### **1.2 Minutes – September 8, 2010**

Approved the Minutes as submitted.

#### **1.3 Minutes – September 22, 2010**

Approved the Minutes as submitted.

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

Approved the following:

1. Warrant Register dated October 14, 2010, in the amount of \$95,821.85;
2. Warrant Register dated October 21, 2010, in the amount of \$54,270.44; and
3. Payroll Register dated October 15, 2010, in the amount of \$16,861.72.

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

Approved the Treasurer's Report for September, 2010.

### **2.0 PUBLIC HEARINGS**

No items were scheduled.

### **3.0 GENERAL BUSINESS**

#### **3.1 Save Our Parks Update**

City Clerk Lee read the item.

Assistant City Manager Nordquist presented an update from the Blue Ribbon Committee. They have met twice regarding the parks issue. The meetings will be held every Tuesday. John Lloyd has been selected as the Chairman, and Susan Lane is the Secretary. They have established the missions and goals and are working on a strategy for the program. He gave an overview of the fundraising activities that have taken place.

Mayor Moore announced other fundraisers that will be happening and noted that even other cities are chipping in and helping Wildomar. She also thanked the Blue Ribbon Committee for their time and efforts.

#### **3.2 Robles Auto Repair Shop Advisory Report**

City Clerk Lee read the item.

City Manager Oviedo presented the staff report. This item was heard by the City Council in January 2009, and due to various concerns of the Council, it was decided to send this to the Planning Commission. This is a pipeline project which was almost through the process in the County before incorporation. It was ready to be approved by the Board of

Supervisors when incorporation took place. Due to financial issues the applicant took a step back from the project. However, since it has essentially been through the process, the Council may wish to reconsider the item and instead of sending it to the Planning Commission, the Council may wish to hear it. This is not to set precedence for future projects, but in this case, it has been through the process at the County. Also, this is no way guarantees approval of the project.

Council Member Ade asked for disclosure from the Council if any Council Member has met with the applicant since this was heard before.

Mayor Moore said she has not.

Mayor Pro Tem Swanson stated she has seen him around town and had one phone call from him, but she has not sat down with him or looked at his plans.

Council Member Ade stated she has not met with him.

Council Member Farnam stated he sees him from time to time, but has not looked at, or discussed, the project.

Council Member Cashman stated he has nothing to disclose. He then stated if this does get heard by Council we would have other options rather than just approve or deny. The Council could continue it or send it back to the Planning Commission.

City Manager Oviedo stated if the Council does nothing with this, then it will go to the Planning Commission, the issue tonight is if the Council wishes to reconsider their previous action of sending it to the Planning Commission.

Council Member Ade questioned if the applicant has made changes since this was first heard, and if so, was Staff involved.

Council Member Farnam stated we won't know that until we hear it.

Mayor Pro Tem Swanson stated he did hear what we said about the project in January, 2009. He then should have taken it to his engineer to make those changes.

Council Member Ade stated it appears that he has come to the City and discussed it, so does the Staff know if he has made changes.

City Manager Oviedo stated he has met with Staff and he is trying to get a handle on what he needs to do from the City's stand point. He is not a big developer and not that sophisticated about the process. Now that he understands the process better, he is actively making changes to it.

Council Member Cashman stated it is nice for the public to weigh in at the Planning Commission level. What if there are more conditions the Council may want. That's a great deal to take in over one night. He envisions that it will be continued so all the information can be absorbed.

Council Member Ade stated if this is to come back on November 10, and it gets continued, then there would be change in the Council.

Council Member Farnam stated the Council saw this project and we sent him back to make changes. He has already been to one governing board and got caught in the pipeline. If he is willing to bring it back, he feels it would be fine.

Council Member Ade inquired if the Planning Commission has been asked about this.

Planning Director Bassi stated he did receive a phone call from Commissioner Andre who expressed concerns about the project and feels it should be heard by the Planning Commission.

Council Member Ade asked if this is a precedence that could be challenged by other developers.

City Attorney Biggs stated by not accepting it in January 2009, and sending it to the Planning Commission, the Council has the authority to reconsider it and have it heard by the Council.

Mayor Pro Tem Swanson stated she feels the applicant has already gone through so much, and we were actually lucky in that it could have been approved and we would have been stuck with a project we did not like at all. She feels that the Council should hear it and cut out the middle, however the Council can still send it to the Planning Commission.

City Manager Oviedo stated that when this comes back the concerns of the Council will be listed in the staff report. These concerns were taken directly from the recording of the meeting where it was heard. These concerns will also be discussed with the applicant as well.

Council Member Ade stated to be sure that all the County information is included as well so the Council has a thorough background on the project.

Council Member Cashman asked how much money would the applicant save by not going to the Planning Commission.

Planning Director Bassi stated at least 20 hours of Staff time, plus notification and ads. He then stated that the November 10 hearing is contingent based upon two things, the applicant needs to supply Staff with new mailing labels by tomorrow; and the exhibits and blueprints will also need to be done by next Wednesday.

A MOTION was made by Mayor Pro Tem Swanson, seconded by Council Member Farnam, to reconsider the action taken by the City Council in January 2009, rescinding the action taken to send the project to the Planning Commission and instead to be heard by the City Council for action on November 10, 2010.

Council Member Cashman stated this may not save him money as the Council may send this to the Planning Commission, and he may not get it ready in time. His yes vote states that the applicant is going to address everything the Council is concerned with, and he is going to get the project ready to be heard on November 10.

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

## **CITY MANAGER REPORT**

City Manager Oviedo asked if the Council would like to go dark on November 24.

It was the consensus of the Council to go dark on November 24 unless a meeting is needed for the parks issue.

Public Works Director D'Zmura stated an issue was brought up at the last meeting regarding trash pickup on streets, both paved and unpaved. Staff has researched the agreements with the trash haulers. One issue is illegal dumping of tires, mattresses, and the like, and the haulers will pick up those items, at no charge to the City. With respect to litter, if it is on the public roads, the City's Public Works Department will pick that up. If it is on a private road, it is up to the residents who own that street to pick up the trash, bag it, and put it with their trash for normal pick up. Staff will also review the guidelines concerning this so we are able to guide citizens through the process when issues arise.

Council Member Cashman stated this issue came about when his neighbors asked him about a street near where he lives where someone had dumped a great deal of debris on the road. The problem with this street is that no resident has control of this road as it was given to the County and they did not accept it and neither has the City. If the people just bag it and leave it at the side of road and not take it back to their house, is that acceptable.

Public Works Director D’Zmura stated that is a problem because it needs to be in a receptacle because of the automated collection. The haulers may not pick it up because of that. He suggested the people call City Hall and Staff will figure out the best way to get the trash picked up. The second item he has to report is the City was successful in receiving a grant and the formal report will be at the next meeting. It was for \$560,000 for the safe routes to school project. It is for safety improvements around Ronald Reagan Elementary and Elsinore High School. This is the second year in a row that the City has received. The great part is the two grants match each other, so the City does not have to spend any money on the projects as the entire \$1.1 million will fund the projects.

Council Member Ade asked when the projects will be started.

Public Works Director D’Zmura answered that he will look into it and report back at the next meeting.

### **CITY ATTORNEY REPORT**

There was nothing to report.

### **COUNCIL COMMUNICATIONS**

Council Member Ade stated the people who live in the Farm are disgusted with the condition of Bundy Canyon Road. They would like to have it repaved and this needs to be addressed. She would like Staff to drive the road and come back to Council with an update.

Mayor Pro Tem Swanson stated the Boy Scouts did a great program with the Citizen of the Year. The chili cook-off at the Farm was fun even though the City team did not win this year. She and Mayor Moore participated in the Komen race.

Council Member Farnam urged everyone to vote on November 2 and wished all the candidates good luck.

Mayor Moore stated Jasper the alpaca was in the paper recently. Jasper is the only registered therapy alpaca in the nation. The City-wide clean up day is November 6. She attended the following:

- \*Canyon Lake State of the City
- \*Spoke at the Senior Center
- \*Spoke at Think Together
- \*City Staff did participate in the Shake Out
- \*Animal Shelter Grand Opening
- \*Wildomar Historical Society Meeting
- \*A judge at the pumpkin contest at the Library

### **FUTURE AGENDA ITEMS**

Bundy Canyon Issues

### **ADJOURNMENT**

There being no further business, Mayor Moore declared the meeting adjourned at 8:25 p.m.

Respectfully submitted,

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Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR  
CITY COUNCIL REGULAR COUNCIL MEETING MINUTES  
NOVEMBER 10, 2010**

**CALL TO ORDER – CLOSED SESSION**

The closed session of November 10, 2010, of the Wildomar City Council was called to order at 6:03 p.m.

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

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

City Clerk Lee announced that the City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(b) (1) to confer with its legal counsel regarding one matter of significant exposure to litigation that may result from the opening of a medical marijuana facility in the City of Wildomar. Also, the City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9(c) to confer with its legal counsel regarding one matter of potential initiation of litigation.

At 7:05 p.m. the City Council reconvened into open session making no announcements.

There being no further business, at 7:05 p.m. Mayor Moore adjourned the closed session.

**CALL TO ORDER – REGULAR SESSION**

The regular meeting of November 10, 2010, of the Wildomar City Council was called to order by Mayor Moore at 7:05 p.m.

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

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

A moment of silence was observed and the flag salute was led by Fire Battalion Chief Hendershot.

## **PRESENTATIONS**

Mayor Moore read a Proclamation for National Family Caregivers Month which will be sent to the organization.

Mayor Moore presented a Certificate of Appreciation to Fire Chief Jerry Hendershot, Cal Fire, for his service to the City of Wildomar.

Chief Beach presented the Fire Department monthly update.

Community Services Director Willette presented the monthly update.

Agnes Rita, Branch Manager of the Mission Trails Library and Veronica Langworthy presented the library update.

Henry Silvestre presented the Chamber of Commerce monthly update.

## **PUBLIC COMMENTS**

Sharon Heil, Lake Elsinore Wildomar Elks Lodge, stated she has provided information on events that will be taking place at the Lodge. She thanked the Council for all the assistance they received in getting the Lodge opened before the holidays.

George Taylor, resident, stated he provided information to the Council on the need for fixing Bundy Canyon. He urged the City Council to look into a way to get some funds for this road.

Glenn Cople, Original Christmas Tree Lane, gave information on the upcoming event. All the funds raised are for the local youth.

John Lloyd, Wildomar Community Council & HOPE, stated the need for food in the valley. HOPE has between 500-600 families they distribute to and they are in need of more food.

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

City Clerk Lee stated that an item needs to be added to the agenda that was inadvertently left off of the agenda. The item is in regards to the County of Riverside Mortgage Credit Certificate (MCC) Program, and that would become item #3.6.

A MOTION was made by Council Member Farnam, seconded by Mayor Pro Tem Swanson, to add the item as item #3.6.

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

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

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

## **1.0 CONSENT CALENDAR**

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

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

### **1.1 Reading of Ordinances**

Approved the reading by title only of all ordinances.

### **1.2 Minutes – October 13, 2010**

Approved the Minutes as submitted.

### **1.3 Warrant Registers**

Approved the following Warrant Registers:

1. Dated October 28, 2010 in the amount of \$51,922.97; and
2. Dated November 4, 2010 in the amount of \$512,326.65.

### **1.4 National Flood Insurance Program Participation**

Adopted a Resolution entitled:

#### RESOLUTION NO. 2010 - 53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, DECLARING THE CITY'S INTENT TO PARTICIPATE IN THE NATIONAL FLOOD INSURANCE PROGRAM AND AUTHORIZING APPLICATION FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM

### **1.5 Amendment to FY 2010-11 Budget and Capital Improvement Program for Sidewalk Safety Improvements to School Program (Phase 2)**

Adopted a Resolution entitled:

#### RESOLUTION NO. 2010 - 54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING THE FISCAL YEAR 2010/11 BUDGET AND RELATED CAPITAL IMPROVEMENT PROGRAM TO REFLECT TWO GRANTS TOTALING \$560,250 FOR THE SIDEWALK SAFETY IMPROVEMENTS TO SCHOOL PROJECT (PHASE 2)

**1.6 Offer of Dedication for a Storm Drain Easement and Quitclaim of Flood Control Easements to the County of Riverside Flood Control and Water Conservation District**

Adopted a Resolution entitled:

RESOLUTION NO. 2010 - 55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CERTIFICATES OF ACCEPTANCE FOR TWO STORM DRAIN EASEMENTS

And a Resolution entitled:

RESOLUTION NO. 2010 - 56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE QUITCLAIMS OF TWO FLOOD CONTROL EASEMENTS TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

**1.7 Planning Commission Vacancy**

1. Declared one vacancy on the Planning Commission (currently held by Ben Benoit), effective December 8, 2010; and
2. Directed the City Clerk to advertise the vacancy in accordance with the Government Code Section 54974.

**2.0 PUBLIC HEARINGS**

**2.1 Change of Zone 7440 and Plot Plan 22249 (Project No. 08-0162 - Robles)**

City Clerk Lee read the item.

Mayor Moore opened the public hearing.

Planning Director Bassi presented the staff report stating there is a revised

Ordinance and Resolution that was given to the Council at the start of the meeting. The Ordinance is amending Section 1 regarding environmental findings and Section 1 of the Resolution regarding environmental findings. Issues were brought to his attention regarding the CEQA negative declaration. The environmental assessment was prepared by the County Planning Staff and adopted by the County Planning Commission in June 2008. The notice of determination was filed with the County Clerk and the applicant paid the \$64 administrative fee, as well as the \$1876 fish and game fee. Given that information the Council does not have to make a determination on the CEQA as the applicant has met his legal obligations. The statute of limitations on a notice of determination is 30 days for legal challenges on the environmental. If a notice of determination was not filed, it extends out to six months. It has been 1 ½ years since the adoption. The project Council is reviewing now is the same plan the County approved. The only change is the architecture which the Council changed in January 2009. Therefore, in the Staff Report, the first Resolution, Attachment A, is not necessary. He then presented a power point presentation on the project.

Kenny Robles, applicant, stated Mr. Bassi explained the project very well and has nothing to add.

Council Member Cashman inquired is this a place where mufflers will be tested, or sold, or what.

Mr. Robles answered it is a muffler and automotive shop. It is repair of mufflers, and other services. There is not a great deal of sound coming from the shop.

Council Member Cashman inquired if there will be storage of vehicles overnight.

Mr. Robles answered no.

Council Member Cashman asked if street lights are going up or low level lights around the building.

Al Aguirre, representing the applicant, answered they have to submit a plan as to where the lighting will be installed.

**SPEAKERS:**

Martha Bridges, resident, stated she has submitted a letter of concern on

the project.

Jennifer Stone, resident, stated she is opposed to this project. She feels it will bring traffic, noise, safety issues, and bring down the value of the houses. She would like more housing tracts around her and not commercial projects. The zoning should stay residential.

Kathy Miller, resident, stated she is opposed to this project because of safety of the community, increased cost to the residents, lower the home values, strain on the infrastructure, traffic issues on Palomar, potential buyers of the remainder of the tract will not build, increased noise of traffic and the automotive facility, increased pollution, increased crime, vehicles left overnight on the site. She bought her home because it was residential and now the Council wants to rezone the area to commercial.

Nadine Goodreau, resident, stated she is opposed to the project and most of the homeowners are not aware of this hearing. The Homeowners Association is very rigid and there are several problems with the tract that no one is taking responsibility for. Now the Council wants to rezone the property adjacent to the tract to commercial instead of residential. Another site needs to be found for this type of project. It is already difficult to sell the undeveloped land in the tract.

Linda Rangel, resident, stated she is opposed to the project. She bought her home knowing it would remain residential, not commercial. She agrees with the previous speakers regarding the problems this will bring to the area.

Michael Altobelli, resident, stated he is opposed to the project. This type of project will bring noise to the neighborhood, cause the housing values to drop, crime, traffic, and pollution.

Raymond Johnson, attorney, stated this City Council must make the determination on the environmental as it can only be made by the final approving authority, which is the Wildomar City Council. The notice of determination was filed prematurely as the Board of Supervisors would have to have had made the determination, not the Planning Commission. Also, the Council has made changes to the project which will alter the environmental assessment. The sound will be sent to the residential area due to the change the Council made. He did submit a letter to the Council.

Tari Broderick, resident, stated she is opposed to the project. She has

heard nothing in regards to the animals in the area. She is opposed to the hours, and the lights. There are schools close by, the road narrows, and the speed limit on Palomar is 50 mph.

Frank Robles, brother of the applicant, stated they have worked four years to get this project to where it is. What the speakers are saying in regards to hazardous waste is just not right. In this economy we need jobs, which is what this will provide. He would appreciate the Council giving consideration to this project.

Mr. Aguirre stated they have been working on this project for four years. All the items brought up here tonight were addressed by the County. The residents need to study this. They missed approval by the County by one month. Wildomar became a City right after the Planning Commission approval and they had to start all over again.

Mr. Robles stated in terms of the environmental, he does not see the difference in building a tract of homes versus his two acre site. Also, when those homes were being sold this property was designated commercial for many years, not residential. More research should have been done before the residents bought their homes.

City Attorney Biggs stated the City is in an odd position due to the incorporation of the City and when this project was going through the process. Wildomar operates under the same process the County does, which is a receive and file process. When it came to the Council it came with complete environmental documentation from the County. Many cities do not proceed this way, but that is not how it is done here. The applicant went through the process with the County and now it has come to the Council. There are options the Council can consider. The Council could treat this as a new submission and adopt the Resolution for the negative declaration. She has advised against that because of what the applicant has in terms of the negative declaration. The Council can adopt the zone change, or you do not have to. However, if the zone change is not done it may not be consistent with the General Plan. There is no obligation to change the zone. The plot plan came to the Council because of concerns of the way the project looked and how it was built. The changes that have been made to the project do not trigger a re-examination of the environmental document.

Council Member Cashman inquired if the Council could send this to the Planning Commission.

City Attorney Biggs answered yes.

Mayor Moore asked that Planning Director Bassi address the hazardous materials concerns brought up by the residents.

Planning Director Bassi stated the County Fire Department regulates the use of hazardous waste. The handling, storage, and transportation of hazardous materials are all regulated by the County.

Council Member Cashman stated it was brought up that changing the orientation of the doors would change the distribution of noise going towards the residents. Is this a material change.

Planning Director Bassi answered he can't say unless there was a special noise study done. The fact that there are still doors on the north side as there were in the beginning, he does not anticipate that. Half the building now will be non-auto related businesses, there were 16, now there are 8.

Mayor Pro Tem Swanson stated with the change of zone, is this holding only to automotive or could some other type of business like computer repair go in there.

Planning Director Bassi answered it is not strictly automotive that could be there.

Mayor Moore stated can you explain the zoning there, what you can and cannot build there.

Planning Director Bassi answered it is general retail and has been since at least 2003. The present designation is RR and whatever goes there will have to have a zone change to bring it consistent with the General Plan.

Mayor Moore stated it will never be residential.

Planning Director Bassi answered it is unlikely, but someone could buy up the property for residential, however they would have to go through a General Plan Amendment to change it back to residential.

City Attorney Biggs stated the Council could also do a General Plan Amendment if they so chose to.

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

Council Member Farnam stated he appreciates the residents voicing their concerns. He can remember back in 2004 that there was a big sign on the property clearly stating the property was commercial and they were marketing it for that purpose. The homes were built after that. That is the commercial corridor and he feels it is the best use. He has been through many public hearings and the same thing always comes out, the residents don't want the commercial by them. The same concerns always come out as well with no documentation. He is in favor of the project. He appreciates that the applicant got caught in the process between the County and the incorporation of the City. The Council asked he make changes to the project, and he did what was asked.

Council Member Cashman stated one of the things he does not like is getting something at the last minute and having to make a decision on it. This is as a result of it not going to the Planning Commission. It makes it hard for him to support the project. He feels the City should be doing the environmental.

Mayor Pro Tem Swanson stated she is comfortable with the project. The new design is much more desirable, and the City could have been stuck with a project we didn't like. It will fit nicely with residential development. This will bring jobs and may even bring a builder in to finish the tract.

Council Member Ade inquired if notice was mailed to the residents.

Planning Director Bassi answered yes.

Council Member Ade inquired if the applicant had met with the residents.

Mr. Robles answered no.

Council Member Ade stated a great deal of the concerns could have been addressed if he had. Every developer should meet with the residents. Was the property owner to the west notified.

Planning Director Bassi answered yes, everyone within 3,000' of the site was notified.

Council Member Ade stated there was misconception by the residents that this was residential. It has been commercial since 2003. The problem isn't that it is zoned commercial, it's the lack of buffers. She is concerned about the hours of operation. The sewer capacity doesn't seem sufficient. In reading through the environmental assessment, it was approved in

2008, but it was prepared in 2006. In the environmental factors it doesn't make sense in what they have marked. The plot plan does not meet application submittal requirements and she thinks the change of zone map probably doesn't either. Where is the County Planning Commission minute order as it wasn't attached. There were things not addressed in the environmental assessment. She is concerned about possible flooding, the pipe being too small, fencing around the riparian area, shadow canyon specifically addressed, future uses should come to the Council for a hearing, ingress and egress, high fire area, and fencing for the trail. This should have gone through the Planning Commission and she is not comfortable going forward with this. She agrees with Council Member Cashman and this should go to the Planning Commission.

Mayor Moore stated she appreciates the homeowners coming out and voicing their concerns. She sees both sides and the applicant has rights also. The property is zoned commercial and has been for a long time. This is a very hard decision.

A MOTION was made by Council Member Farnam, seconded by Mayor Pro Tem Swanson, to introduce Ordinance No. 54, as amended.

Roll call vote: Ayes – 3, Mayor Moore, Mayor Pro Tem Swanson, Council Member Farnam; Nays – 2, Council Members Ade and Cashman. Motion carried.

#### ORDINANCE NO. 54

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING CHANGE OF ZONE 7440 (CITY PROJECT NO. 08-0162) TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF WILDOMAR FROM RURAL RESIDENTIAL (R-R) TO GENERAL COMMERCIAL (C-1/C-P) FOR A 2.28 ACRE SITE LOCATED AT THE NORTHWEST CORNER OF PALOMAR STREET AND KILGORE LANE (ASSESSOR'S PARCEL NO. 380-140-004)

A MOTION was made by Council Member Farnam, seconded by Mayor Pro Tem Swanson, to adopt Resolution No. 2010 – 59 as amended.

Council Member Cashman stated if this is approved we can't remove it.

Roll call vote: Ayes – 3, Mayor Moore, Mayor Pro Tem Swanson, Council Member Farnam; Nays – 2, Council Members Ade and Cashman. Motion carried.

RESOLUTION NO. 2010 - 59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING PLOT PLAN 22249 (CITY PROJECT NO. 08-0162) FOR THE DEVELOPMENT OF A 17,288 SQUARE-FOOT MULTI-TENANT AUTOMOTIVE REPAIR/RETAIL CENTER (ROBLES AUTOMOTIVE CENTER) ON A 2.28 ACRE SITE LOCATED AT NORTHWEST CORNER OF PALOMAR STREET AND KILGORE LANE (ASSESSOR'S PARCEL NO. 380-140-004)

City Attorney Biggs stated the Council proceeded through the receive and file process to accept the environmental review and Negative Declaration approved by the Riverside County Planning Commission in 2008, without change or specific action and to introduce and approve first reading of the zoning change ordinance and approval of the plot plan for the project.

Council Member Ade stated we discussed the receive and file process in the norming session and we did not come to a consensus on that process.

City Attorney Biggs stated it is still the law that is on the books and that is how this came to the Council.

**2.2 City Initiated Code Amendment to Revise Title 17, Section 17.200 Related to Conditional Use Permits**

City Clerk Lee read the title.

Mayor Moore opened the public hearing.

Planning Director Bassi presented the staff report.

There being no speakers Mayor Moore closed the public hearing.

Council Member Ade stated the direction was to handle these on a case by case basis and not have the Planning Director approve them.

Council Member Cashman inquired if that is what came from the Planning Commission.

Planning Director Bassi stated what was presented to the Planning Commission is exactly what is being presented tonight.

A MOTION was made by Council Member Farnam, seconded by Mayor Pro Tem Swanson, to introduce Ordinance No. 55.

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

**ORDINANCE NO. 55**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR  
AMENDING TITLE 17, SECTION 17.200 RELATED TO TIME LIMITS  
AND EXTENSIONS FOR CONDITIONAL USE PERMITS (ZONING  
CODE AMENDMENT 10-06)**

### **3.0 GENERAL BUSINESS**

#### **3.1 Save Our Parks Update**

City Clerk Lee read the title.

Assistant City Manager Nordquist presented the update stating the committee will bring forward a recommendation on an engineering firm to assist the City in establishing an assessment district. He then gave an update on the fund raising efforts that have been done.

Discussion ensued regarding the money and how it can be spent; A logo; How the money is collected and accounted for; and A thermometer for tracking goals.

#### **3.2 Clinton Keith Road/I-15 Interchange Improvements Project – Agreement with the County of Riverside**

City Clerk Lee read the title.

Development Services Director Kashiwagi presented the staff report.

Council Member Cashman inquired about the timeline of the bridge.

Mr. Kashiwagi answered the current schedule is it will go out to bid in February 2011, bid award in June 2011, with an expected start around August 2011.

A MOTION was made by Mayor Pro Tem Swanson, seconded by Council Member Farnam, to adopt Resolution No. 2010 - 60.

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

**RESOLUTION NO. 2010 - 60**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**

WILDOMAR, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND CITY OF WILDOMAR RELATED TO SERVICES AND ACTIVITIES TO BE PERFORMED ON THE CLINTON KEITH ROAD/I-15 INTERCHANGE IMPROVEMENT PROJECT

**3.3 2010 California Building Codes – Set Public Hearing**

City Clerk Lee read the title stating that a change has been made to the recommendation as is noted in the material handed out earlier. This item is to set the public hearing for December 8, 2010, and Council has received a copy of the revised staff recommendation and revised Ordinance. Staff is recommending three actions on this item. The first will be to introduce the Ordinance, the second will be to approve the introduction of the Ordinance, and the third is to set the public hearing for December 8, 2010. All questions regarding the codes will be addressed at the public hearing. Additionally, a true and complete copy of the all the referenced codes are available in the Office of the City Clerk.

A MOTION was made by Council Member Farnam, seconded by Mayor Pro Tem Swanson, to introduce Ordinance No. 56, as amended.

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

ORDINANCE NO. 56  
AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 8.01 TO THE WILDOMAR MUNICIPAL CODE BY ADOPTING THE 2010 EDITIONS OF THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA GREEN BUILDING CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA ELECTRICAL CODE AND THE 1997 EDITION OF THE UNIFORM HOUSING CODE AND RELATED MODEL CODES WITH APPENDICES AND AMENDMENTS THERETO

A MOTION was made by Mayor Pro Tem Swanson, seconded by Council Member Farnam, to pass the first reading of Ordinance No. 56.

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

A MOTION was made by Council Member Cashman, seconded by Mayor Pro Tem Swanson, to set the public hearing for December 8, 2010, at 7:00 p.m., or as soon thereafter, to hear testimony in this matter.

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

### **3.4 E-Verify Program**

City Clerk Lee read the title.

Assistant City Manager Nordquist presented the staff report.

Michael Mudd, Meniffee Tea Party, stated he is in favor of the Ordinance as it will ensure that jobs will go to American citizens and not illegal aliens.

Shellie Milne, area Tea Parties, stated she does not live in Wildomar, but she does do business in Wildomar. She is in favor of the Ordinance as this benefits American workers. She encouraged the Council to make this City-wide for all businesses.

Gerald Hall, resident, stated he supports the e-verify program but is wondering why a business license is not in the Ordinance. He urged the City to get a business license program in the Ordinance and get this done right the first time.

Council Member Cashman stated Arizona has adopted the e-verify program and it is showing how things can go wrong with the program. The study showed that 50% of the people who received tentative non-conformance notices never had a chance to clear their names because of bad information received. They were denied, or lost their jobs and it included American citizens. He does not trust the big government system that put the e-verify program together. Also, he is concerned that there is a notion that we have to have the Federal Government checking every job in the United States. He does not like this and he cannot support it.

Council Member Farnam inquired when did he get the data that says the program is 50% inaccurate. He has seen where the accuracy rate is up to 90%, however nothing is ever 100%.

Council Member Cashman answered he got it from the 2009 Department of Homeland Security study.

Mayor Moore stated that the City is looking into a business license program and although it is not in this Ordinance, that is an issue that is still on the table.

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

Pro Tem Swanson, to introduce Ordinance No. 57.

Roll call vote: Ayes – 4, Mayor Moore, Mayor Pro Tem Swanson, Council Members Ade and Farnam; Nays – 1, Council Member Cashman. Motion carried.

ORDINANCE NO. 57  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, ADDING NEW CHAPTER 3.09 TO THE  
WILDOMAR MUNICIPAL CODE PERTAINING TO THE E-VERIFY  
PROGRAM

**3.5 Second Hand Smoke Ordinance Advisory Report**

City Clerk Lee read the title.

City Manager Oviedo presented the staff report. This is an advisory item to see if the Council wishes the Staff to move forward with an Ordinance.

Mayor Moore stated when she and City Manager Oviedo attended the meeting regarding this, and there were a number of suggestions that simply do not apply to Wildomar, such as no smoking in movie theater lines and those types of things. However, there were some suggestions that Wildomar could do such as the Farmer's Market. She is not in favor of getting real strict.

City Manager Oviedo stated there is no legal reason the City would have to do this, it is voluntary. Most cities have done just the minimum such as enacting it for parks, which is what Staff would recommend.

Council Member Cashman stated he is not in favor of any Ordinance regarding this as it infringes on personal rights and freedom. He is tolerant of smokers and there should be a place for them. It won't be Ordinances that stop people from smoking, it will be public shame.

Council Member Ade stated she agrees with Council Member Cashman's comments. She does not care how the American Lung Association wants to grade Wildomar they do not know the community. It is a blanket grading without taking the cities into consideration.

Mayor Pro Tem Swanson stated she agrees with Council Member Cashman and Ade. If someone is smoking she has the choice to move away from it.

Council Member Farnam stated he was at a function where two people in front of him were smoking. He was frustrated that they would do that, but he got up and moved away from it.

Mayor Moore stated she has asthma and she does not care to be around smoking. She asks people not to smoke around her, or she moves.

It was the consensus of the City Council not to proceed with an Ordinance.

### **ITEMS ADDED TO THE AGENDA**

#### **3.6 Authorization to Participate in the Riverside County EDA Mortgage Credit Certificate (MCC) Program**

City Clerk Lee read the title and presented the staff report stating this is a program the City has been involved with since incorporation. Every City was involved and now all but four cities are involved in the program. The reason this is urgent is because they need to send off the program materials for approval on November 15. The program does not cost the City any money and in 2009-10 it did help two home buyers in obtaining a home in the City. The only cost that might be incurred is they could ask the City to advertise twice a year, so far the City has not been asked.

Mayor Pro Tem Swanson stated it is a good program and it does help people buy a home. Perhaps if the City advertised we could help more than two people. She is in favor of the program.

A MOTION was made by Council Member Farnam, seconded by Mayor Pro Tem Swanson, to adopt Resolution No. 2010 - 57.

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

#### RESOLUTION NO. 2010 – 57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, PARTICIPATING WITH THE COUNTY OF RIVERSIDE  
MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM

### **CITY MANAGER REPORT**

City Manager Oviedo stated he has three items:

1. He and Public Works Director D'Zmura toured Bundy Canyon Road and parked on several sections of the road and walked parts of it. Staff is looking into the issues there and will be reporting back to the Council.
2. He, Public Works Director D'Zmura, and Mayor Moore attended the San Diego Regional Water Quality Board in Temecula. One of the main issues brought up by the agencies is that the new permit is putting onerous provisions in it that will require expensive costs to the cities to monitor storm water. Each of the Mayors spoke to this. It appears the Board is completely out of touch with what is going on with the cities in these tough economic times.

Public Works Director D'Zmura stated he did receive an email just after 5:00 p.m. and the Board did approve the permit essentially as presented by Staff. They did not accept any of the modifications proposed by the cities. He agrees, the Board does not have an understanding with the fiscal constraints the cities and county have. Wildomar did get approval to be monitored by only one agency instead of two because of how the lines are drawn.

3. Is the Council interested in having the November 24, 2010 meeting. It was the consensus of the City Council to go dark on November 24, 2010.

### **CITY ATTORNEY REPORT**

There was nothing to report.

### **COUNCIL COMMUNICATIONS**

Council Member Cashman stated when he came home today a smart meter was being installed at his home. In Europe a huge number of the population are rising up against these because they can monitor everything you do in the house from satellites. Was there something the utility company has given to the City about these meters.

Council Member Ade answered there was a pamphlet in the last bill that explained the program.

Mayor Pro Tem Swanson stated she is grateful the election is over and the signs are coming down. She attended the Student of the Month lunch. The car show was great even though it was slow and not a great deal of people attended.

Council Member Farnam stated he has attended various Board meetings and will continue to do so until December 8. He thanked the Council for their support during his tenure.

Mayor Moore stated she attended the Sycamore Harvest Festival, Elsinore High School football game, Peppertree Manor Haunt, the clean-up event was great, WCC Fair and car show, Boy Scouts clean-up at the cemetery, and the blood drive for Liam Dunn. She encouraged everyone to come out and honor all the veterans at the cemetery tomorrow.

### **FUTURE AGENDA ITEMS**

Mayor Pro Tem Swanson stated with the Clinton Keith overpass project coming up soon, we have a local developer who will have lots of dirt to move on his project. She hopes we can save some money by having the dirt come from close by and would like Staff to look into this.

### **ADJOURNMENT**

There being no further business, Mayor Moore declared the meeting adjourned at 9:45 p.m.

Respectfully submitted,

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Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR CITY COUNCIL**  
**Agenda Item #1.4**  
**CONSENT CALENDAR**  
**Meeting Date: December 8, 2010**

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**TO:** Mayor and City Council

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

**SUBJECT:** Warrant Registers dated November 15, 18, 24 and December 2, 2010, and Payroll Register dated November 2, 15, 26 and December 2, 2010.

**STAFF REPORT**

**RECOMMENDATION:**

That the City Council approve the following:

1. Warrant Register dated November 15, 2010 in the amount of \$444,331.77;
2. Warrant Register dated November 18, 2010 in the amount of \$41,865.56;
3. Warrant Register dated November 24, 2010 in the amount of \$35,866.50;
4. Warrant Register dated December 2, 2010 in the amount of \$44,664.15;
5. Payroll Register dated November 2, 2010 in the amount of \$1,507.56;
6. Payroll Register dated November 15, 2010 in the amount of \$16,861.72; and
7. Payroll Register dated December 2, 2010 in the amount of \$1,495.56.

**BACKGROUND:**

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 IMPACTS:**

These Warrant and Payroll Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2010-11 Budget.

Submitted by:

Approved by:

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Gary Nordquist  
Assistant City Manager

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Frank Oviedo  
City Manager

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200105	11/15/2010	000033 AMERICAN FORENSIC NURSES	59064		BLOOD DRAW	82.16
					<b>Total :</b>	<b>82.16</b>
200106	11/15/2010	000008 AT&T MOBILITY	838858181		COUNCL PHONES 9/21-10/20/10	450.08
					<b>Total :</b>	<b>450.08</b>
200107	11/15/2010	000081 CALIFORNIA BUILDING STANDARDS, CC	11-10-10		CTY BLDG STANDRDS FEE 7/1-9/3C	36.00
					<b>Total :</b>	<b>36.00</b>
200108	11/15/2010	000183 CASHMAN, BOB	10-07-10		LEAGUE OF CAL CONF MILEAGE R	72.00
					<b>Total :</b>	<b>72.00</b>
200109	11/15/2010	000047 COUNTY OF RIVERSIDE, SHERIFF'S DEI	SH-0000015285		CONTRACT LAW ENF. 8/26-9/22/10	258,348.65
					<b>Total :</b>	<b>258,348.65</b>
200110	11/15/2010	000035 COUNTY OF RIVERSIDE, TLMA	TL-0000007566		SEPT 2010 SLF COSTS	418.93
					<b>Total :</b>	<b>418.93</b>
200111	11/15/2010	000011 CR&R INC.	246712		DUMP BOX/DISPOSAL FEE 10/26/10	277.73
					<b>Total :</b>	<b>277.73</b>
200112	11/15/2010	000041 CTAI PACIFIC GREENSCAPE	19160 19209 19256 19257		CSA 103 MAINT OCT2010 PARK MAINT OCT2010 CSA 103 IRRIG REPAIR OCT10 MARNA IRRIG REPAIR OCT10	460.00 3,800.00 159.75 334.27
					<b>Total :</b>	<b>4,754.02</b>
200113	11/15/2010	000036 DATAQUICK	B1-1876912		CODE ENF. SFTWR 10/1-10/31/10	175.90
					<b>Total :</b>	<b>175.90</b>
200114	11/15/2010	000082 DEPARTMENT OF CONSERVATION, DIVI	11-10-10		SMIP FEES 07/01-09/30/10	195.01
					<b>Total :</b>	<b>195.01</b>
200115	11/15/2010	000059 DIAMOND W. EVENTS	20110		CONTRACTUAL SRVCS & SUPPLIE	7,587.31
					<b>Total :</b>	<b>7,587.31</b>
200116	11/15/2010	000022 EDISON	11-02-10		ELECT CSA 103 10/1-11/1/10	34.32

Voucher List  
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200116	11/15/2010	000022 EDISON	(Continued) 11-05-10A 11-05-10B 11-05-10C 11-06-10		ELECT. CSA 22 10/1-11/1/10 ELECT CSA 103 10/1-11/1/10 CITY LAMPS 10/1-11/1/10 ELECT CSA 142 10/1-11/1/10	3,018.77 12,912.96 378.38 1,848.67 <b>18,193.10</b>
200117	11/15/2010	000016 INNOVATIVE DOCUMENT SOLUTIONS	96102		COPIER SRVCS/MAINT/SUPPLIES (	450.78 <b>450.78</b>
200118	11/15/2010	000072 INTERWEST CONSULTING GROUP	10090		CONTRACTUAL SRVCS SEPT2010	133,843.25 <b>133,843.25</b>
200119	11/15/2010	000178 MORALES, JANET	11-12-10	0000001	ACCOUNTING SERVICES	276.00 <b>276.00</b>
200120	11/15/2010	000084 MUNISERVICES, LLC	0000023337		SALES TAX /STARS SRVCS 2ND QF	375.00 <b>375.00</b>
200121	11/15/2010	000049 NORTH COUNTY TIMES	2274305 2274457 2274463		PUB HEAR NTCE- ORDINANCE 53 PUB HEAR NTCE- ZONING CODE A PUB HEAR NTCE 08-0162 10/30/10	149.80 198.24 114.40 <b>462.44</b>
200122	11/15/2010	000184 NORTH COUNTY TIMES AND, THE CALIF	10-26-10		ANNUAL SUBSCRIPTION FOR LOBI	138.00 <b>138.00</b>
200123	11/15/2010	000176 PSOMAS	69024		LMD 2006-1 ENGIN. SRVCS	16,160.00 <b>16,160.00</b>
200124	11/15/2010	000064 TYLER TECHNOLOGIES	38015		SRVCS-WILDOMAR MAIN EDEN	150.00 <b>150.00</b>
200125	11/15/2010	000023 UNUM LIFE INS CO OF AMERICA	0142710-001		LIFE INSURANCE DEC2010	1,253.46 <b>1,253.46</b>
200126	11/15/2010	000020 VERIZON	11-01-10A 11-01-10B		PHONE CHRGS 11/1-11/30/10 OFFICE PHONE CHRGS 11/1-11/30/	34.99 586.96

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200126	11/15/2010	000020	000020 VERIZON			621.95
200127	11/15/2010	000139	WILDOMAR CHAMBER OF COMMERCE 725		BUSINESS NTRWRKING MEETING	10.00
Total :						621.95
Total :						10.00
Bank total :						444,331.77
Total vouchers :						444,331.77

23 Vouchers for bank code : wf

23 Vouchers in this report

Bank code :	Date	Vendor	Invoice	PO #	Description/Account	Amount
wf	11/18/2010	000031 AFLAC, REMITTANCE PROCESSING, CE	641259		MED. BENEFITS DEC2010	604.74
					<b>Total :</b>	<b>604.74</b>
	11/18/2010	000028 CALPERS	1020100		CONTRIBUTIONS 10/1-10/30/10	305.41
			1020104		CONTRIBUTIONS 10/11-10/24/10	3,138.37
			1120103		CONTRIBUTIONS 10/25-11/7/10	3,138.37
			12-01-10		CONTRIBUTIONS NOV/DEC2010	7,919.00
			12-01-10		CM MARSHA SWANSON BENEFITS N	-441.41
					<b>Total :</b>	<b>14,059.74</b>
	11/18/2010	000014 GARY NORDQUIST	11-15-10		REIMB- CSMFO MEMB DUES	110.00
					<b>Total :</b>	<b>110.00</b>
	11/18/2010	000024 GUARDIAN	11-16-10		BENEFITS DEC2010	1,211.05
					<b>Total :</b>	<b>1,211.05</b>
	11/18/2010	000147 MARATHON REPROGRAPHICS	59243		TRAIL MAPS	11.16
					<b>Total :</b>	<b>11.16</b>
	11/18/2010	000178 MORALES, JANET	11-16-10	0000001	ACCOUNTING SERVICES	80.00
					<b>Total :</b>	<b>80.00</b>
	11/18/2010	000018 ONTRAC	6961207		OVERNIGHT DELV. SRVCS	33.60
					<b>Total :</b>	<b>33.60</b>
	11/18/2010	000185 PITNEY BOWES	468588		POSTAGE METER 12/16-03/15/10	97.88
					<b>Total :</b>	<b>97.88</b>
	11/18/2010	000071 PURCHASE POWER (PITNEY BOWES)	11-07-10		POSTGE & SUPP/REFILL 10/19/10	500.00
					<b>Total :</b>	<b>500.00</b>
	11/18/2010	000042 PV MAINTENANCE, INC.	005-115		GAS TAX/PUB WRKS SRVCS OCT11	25,047.39
					<b>Total :</b>	<b>25,047.39</b>
	11/18/2010	000186 RIGHTWAY	684628		CITY W. CLEANUP SRVCS/SUPP	55.00
			684629		CITY W. CLEANUP SRVCS/SUPP	55.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200138	11/18/2010	000186	000186 RIGHTWAY		(Continued)	110.00

11 Vouchers for bank code : wf

11 Vouchers in this report

Total : 110.00  
Bank total : 41,865.56  
Total vouchers : 41,865.56

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200139	11/24/2010	000080 BURKE, WILLIAMS AND SORENSON,, LL	141446		LEGAL FEES OCT 2010	22,071.64
					<b>Total :</b>	<b>22,071.64</b>
200140	11/24/2010	000046 COUNTY OF RIVERSIDE, DEPT ENVIRO	11-08-10		ENV. HLTH SRVCS JUL-SEPT10	550.88
					<b>Total :</b>	<b>550.88</b>
200141	11/24/2010	000037 DATA TICKET, INC.	33688		CITATION BOOKS/PROCESS.OCT10	2,666.36
					<b>Total :</b>	<b>2,666.36</b>
200142	11/24/2010	000027 DIRECTTV	1384086037		CTY HALL CABLE SRVCS 11/12-12/	83.99
					<b>Total :</b>	<b>83.99</b>
200143	11/24/2010	000022 EDISON	11-17-10		ELECT. SRVCS 9/15-11/10/10	4,918.63
					<b>Total :</b>	<b>4,918.63</b>
200144	11/24/2010	000083 LANCE, SOLL & LUNGHARD LLP	12625		2010 ENGAGMNT- PROCEDURE/RE	5,575.00
					<b>Total :</b>	<b>5,575.00</b>
<b>6 Vouchers for bank code : wf</b>						<b>35,866.50</b>
<b>6 Vouchers in this report</b>						<b>35,866.50</b>

Bank code :	wf			Invoice	PO #	Description/Account	Amount
Voucher	Date	Vendor					
200145	12/2/2010	000044	A&A JANITORIAL SERVICES	1591		MARNA JAN SRVCS/SUPP NOV 201	612.38
						<b>Total :</b>	<b>612.38</b>
200146	12/2/2010	000033	AMERICAN FORENSIC NURSES	59149		BLOOD DRAW	205.40
						<b>Total :</b>	<b>205.40</b>
200147	12/2/2010	000007	ANIMAL FRIENDS OF THE VALLEY,, INC. OCT-10			ANIMAL SERVICES OCT2010	7,500.00
						<b>Total :</b>	<b>7,500.00</b>
200148	12/2/2010	000034	BIO-TOX LABORATORIES	22396		RC SHERIFF- LAB SERVICES	223.90
						<b>Total :</b>	<b>223.90</b>
200149	12/2/2010	000188	CALIFORNIA MUNICIPAL, STATISTICS, IN 10112203			DIR & OVRLPPING DEBT STMNT AS	450.00
						<b>Total :</b>	<b>450.00</b>
200150	12/2/2010	000028	CALPERS	1120100		BENEFITS 11/1-11/30/10	305.41
						<b>Total :</b>	<b>305.41</b>
200151	12/2/2010	000043	CHENG, MISTY V.	11/30/10		ACCOUNTING SRVCS NOV10	9,566.29
						<b>Total :</b>	<b>9,566.29</b>
200152	12/2/2010	000002	CRYSTAL CLEAN MAINTENANCE	1203		CTY HALL JANITORIAL SRVCS DEC	698.00
						<b>Total :</b>	<b>698.00</b>
200153	12/2/2010	000059	DIAMOND W. EVENTS	20111		CONTRACTUAL SRVCS NOV2010	7,799.75
						<b>Total :</b>	<b>7,799.75</b>
200154	12/2/2010	000147	MARATHON REPROGRAPHICS	59887		PUBLIC RECORDS REQUEST	8.92
						<b>Total :</b>	<b>8.92</b>
200155	12/2/2010	000004	NAPLES PLAZA, LTD-OAK CREEK II, C/O 12-01-10			CITY HALL LEASE DEC2010	10,114.56
						<b>Total :</b>	<b>10,114.56</b>
200156	12/2/2010	000026	PROTECTION RESCUE SECURITY, SER' 10-336-F			PARKS SECURITY SRVCS NOV10	425.00
						<b>Total :</b>	<b>425.00</b>
200157	12/2/2010	000006	WELLS FARGO PAYMENT REMITTANCE, 000001			COMM CLEAN UP SUPPLIES	38.00

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200157	12/2/2010	000006 WELLS FARGO PAYMENT REMITTANCE,	(Continued)			
			04685454		CONFERENCE CALL SRVCS	19.99
			10-19-10		MISC OFFICE SUPPLIES	71.56
			10-20-10		FIRE STATION MAINT.	65.97
			102096-1		VETERAN'S DAY CELEB SUPPLIES	148.75
			102097-1		HOLIDAY OPEN HOUSE SUPPLIES	204.52
			10-22-10		FIRE STATION MAINT & REPAIR	96.37
			10-22-10		FIRE STATION EXPENSE	-29.95
			10-22-10		SUPPLIES-SFTBALL TOURNAMENT	46.94
			10-25-10		OFFICE SUPPLIES	16.29
			10-25-10		OFFICE SUPPLIES	82.82
			10-26-10		OFFICE SUPPLIES	83.89
			10-27-10		HARVEST FESTIVAL SUPPLIES	87.65
			10-27-10		MEETING SUPPLIES	5.98
			10-27-10		MEETING SUPPLIES	110.76
			10-28-10		LEAGUE OF CA CONFERENCE	50.00
			10-29-10		HAVEST FEST SUPPLIES	11.94
			10-31-10		FIRE STATION SUPPLIES	136.81
			11-03-10		CITY HALL OFFICE SUPPLIES	390.52
			11-04-10A		TRAINING FOR NEW COUNCL MEM	540.00
			11-04-10B		TRAINING FOR NEW COUNCL MEM	540.00
			11-06-10		COMM CLEAN UP SUPPLIES	36.00
			11-10-10		NEW COUNCL MEMB CONF. TRAVL	484.20
			11-10-10		OFFICE SUPPLIES	11.64
			11-10-10		MEETING SUPPLIES	65.99
			11-10-10		MEETING SUPPLIES	39.70
			11-11-10		OFFICE SUPPLIES	73.32
			11-12-10		CITY CLERK SHIPPING/SUPPLIES	4.90
			11-13-10		FIRE STATION EXPENSES	26.09
			11-15-10		MEETING EXPENSE	77.12
			11-16-10		COUNCIL CHAMBERS SUPPLIES	28.97
			11-16-10		NON DEPT OFFICE SUPPLIES	16.76
			2121		SUPPLIES	43.40
			2772		PLANNING DEPT OFFICE SUPPLIE:	190.31
			5365872		CITY CLERK OFFICE SUPPLIES	27.33
					<b>Total :</b>	<b>3,844.54</b>

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200158	12/2/2010	000078 WILDOMAR AWARDS AND TROPHIES	WAT0000027		ADULT SFTBALL STAFF 10/1-10/31/	1,860.00
			WAT0000028		FIELD SET UP-TOURN 10/23-10/24/	210.00
			WAT0000030		ADULT SFTBALL STAFF 11/1-11/30/1	840.00
					<b>Total :</b>	<b>2,910.00</b>
					<b>Bank total :</b>	<b>44,664.15</b>
					<b>Total vouchers :</b>	<b>44,664.15</b>

14 Vouchers for bank code : wf

14 Vouchers in this report

City of Wildomar  
Payroll Warrant Register  
November 2, 15, 2010  
December 2, 2010

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
11/2/2010	Payroll People	10/1-10/31/10 council	1,507.56
11/15/2010	Payroll People	10/23-11/5/10 staff	16,861.72
12/2/2010	Payroll People	11/6-11/19/10 council	1,495.56
		TOTAL	19,864.84

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.5**  
**CONSENT CALENDAR**  
**Meeting Date: December 8, 2010**

---

**TO:** Mayor and City Council  
**FROM:** Gary Nordquist, Assistant City Manager  
**SUBJECT:** Treasurer's Report, October 2010

**STAFF REPORT**

**RECOMMENDATION:**

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

**BACKGROUND/DISCUSSION:**

Attached is the Treasurer's Report for Cash and Investments for the month of October 2010.

**FISCAL IMPACTS:**

None at this time.

Submitted by:

Approved by:

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Gary Nordquist  
Assistant City Manager

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Frank Oviedo  
City Manager

**ATTACHMENTS:**

Treasurer's Report

CITY OF WILDOMAR  
 TREASURER'S REPORT FOR  
 CASH AND INVESTMENT PORTFOLIO  
October 2010

CITY CASH

FUND	ACCOUNT	INSTITUTION	BALANCE	RATE
All	All	WELLS FARGO	\$ 2,992,344.01	0.00%
		TOTAL	\$ 2,992,344.01	

FUND	ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	All	WELLS FARGO	\$ 3,069,412.26	\$ 566,405.49	\$ (643,473.74)	\$ 2,992,344.01	0.000%
		TOTAL	\$ 3,069,412.26	\$ 566,405.49	\$ (643,473.74)	\$ 2,992,344.01	

CITY INVESTMENT

FUND	ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
All	LOCAL AGENCY INVESTMENT FUND	\$ 1,526,306.96	\$ 1,526,306.96	\$ 1,526,306.96	100.00%	0	0.480%
	TOTAL	\$ 1,526,306.96	\$ 1,526,306.96	\$ 1,526,306.96	100.00%		

**CITY - TOTAL CASH AND INVESTMENT**      \$ 4,518,650.97

CITY INVESTMENT

FUND	ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
All	LOCAL AGENCY INVESTMENT FUNDS	\$ 1,524,338.27	\$ 1,968.69	\$ 0.00	\$ 1,526,306.96	0.480%
	TOTAL	\$ 1,524,338.27	\$ 1,968.69	\$ 0.00	\$ 1,526,306.96	

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.

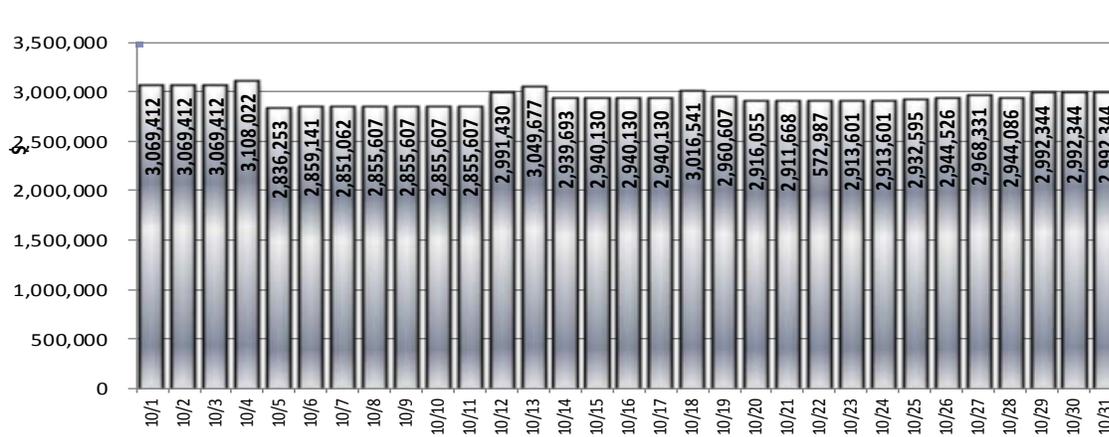
\_\_\_\_\_  
 Gary Nordquist  
 ACM Finance & Administration /  
 City Treasurer

\_\_\_\_\_  
 Date



# October 2010

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



2008-2009	Ending Balance	Monthly Net Activity
July	\$ 20,855	\$ 20,855
August	2,297,920	2,277,065
September	2,402,083	104,163
October	2,340,436	(61,647)
November	2,203,169	(137,267)
December	747,664	(1,455,505)
January	826,502	78,838
February	733,251	(93,251)
March	571,857	(161,394)
April	644,285	72,428
May	687,746	43,461
June	1,266,750	579,004
July	2,027,072	760,322
August	4,745,827	2,718,755
September	4,201,825	(544,002)
October	3,674,234	(527,592)
November	3,098,110	(576,124)
December	2,963,884	(710,350)
January	2,801,810	(296,300)
February	2,919,794	117,984
March	2,397,718	(522,076)
April	3,239,669	841,951
May	3,200,801	(38,868)
June	3,159,501	(41,300)
July	3,008,802	(150,699)
August	3,860,503	851,700
September	3,069,412	(791,091)
October	2,992,344	(77,068)

October 2010		
Date	Ending Balance In Whole \$	Net Change from Prior Day
10/1	3,069,412	-
10/2	3,069,412	-
10/3	3,069,412	-
10/4	3,108,022	38,610
10/5	2,836,253	(271,770)
10/6	2,859,141	22,889
10/7	2,851,062	(8,079)
10/8	2,855,607	4,545
10/9	2,855,607	-
10/10	2,855,607	-
10/11	2,855,607	-
10/12	2,991,430	135,823
10/13	3,049,677	58,247
10/14	2,939,693	(109,984)
10/15	2,940,130	437
10/16	2,940,130	-
10/17	2,940,130	-
10/18	3,016,541	76,412
10/19	2,960,607	(55,934)
10/20	2,916,055	(44,552)
10/21	2,911,668	(4,387)
10/22	2,913,601	1,933
10/23	2,913,601	-
10/24	2,913,601	-
10/25	2,932,595	18,994
10/26	2,944,526	11,932
10/27	2,968,331	23,804
10/28	2,944,086	(24,245)
10/29	2,992,344	48,258
10/30	2,992,344	-
10/31	2,992,344	-

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.6**  
**CONSENT CALENDAR**  
**Meeting Date: December 8, 2010**

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**TO:** Mayor and City Council  
**FROM:** Matthew C. Bassi, Planning Director  
**SUBJECT:** Ordinance No. 54 Second Reading - Change of Zone (Project No. 08-0162) – Robles Auto Repair

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends the City Council adopt an Ordinance entitled:

ORDINANCE NO. 54  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR APPROVING CHANGE OF ZONE 7440 (CITY PROJECT NO. 08-0162) TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF WILDOMAR FROM RURAL RESIDENTIAL (R-R) TO GENERAL COMMERCIAL (C-1/C-P) FOR A 2.28 ACRE SITE LOCATED AT THE NORTHWEST CORNER OF PALOMAR STREET AND KILGORE LANE (ASSESSOR'S PARCEL NO. 380-140-004)

**BACKGROUND:**

On November 10, 2010, the City Council introduced for first reading Ordinance No. 54 proposing to change the zoning on a 2.28 acre site from R-R (Rural Residential) to C-1/C-P (General Commercial) for 2.28 acre site for the development of a 17,288 square-foot automotive repair/retail center. Council action on this item will be the second reading, and if approved, will officially change the zoning. The effective date of the Ordinance will be January 7, 2011 (30 days from second reading).

Submitted by:

Approved by:

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Matthew C. Bassi  
Planning Director

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Frank Oviedo  
City Manager

**ATTACHMENTS:**

- A. Ordinance No. 54 Approving Change of Zone (Project No. 08-0162)
- B. City Council Staff Report (dated November 10, 2010 – no attachments)

# ATTACHMENT A

## ORDINANCE NO. 54

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR APPROVING CHANGE OF ZONE 7440 (CITY PROJECT NO. 08-0162) TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF WILDOMAR FROM RURAL RESIDENTIAL (R-R) TO GENERAL COMMERCIAL (C-1/C-P) FOR A 2.28 ACRE SITE LOCATED AT THE NORTHWEST CORNER OF PALOMAR STREET AND KILGORE LANE (ASSESSOR'S PARCEL NO. 380-140-004)**

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

**SECTION 1: ENVIRONMENTAL FINDINGS.** The Riverside County Planning Commission adopted a Negative Declaration on June 11, 2008 for the Project (EA No. 41118) and a Notice of Determination was filed in accordance with CEQA requirements prior to June 16, 2008. There has been no legal challenge brought against the Project or the environmental determination. The City Council finds that the Project will not result in changes that were not previously analyzed under the approved Negative Declaration. As such, the Project and any effects it may have on the environment, fall within the scope of, and were analyzed under the previously approved Negative Declaration. Furthermore, based on the Planning Department staff's knowledge of the Project and surrounding developments, the City Council concludes that there has been no change in circumstances under which the Project is being undertaken that would require additional analysis under CEQA. Finally, the City Council has not been presented with any information contrary to this conclusion nor any information from which it could be fairly argued that the Project involves new significant effects on the environment or substantially increases the severity of a previously identified effect. Based thereon, the City Council makes the following findings in accordance with CEQA Guidelines Section 15162:

1. The Project does not propose substantial changes to that would require major revisions to the existing Negative Declaration;
2. No substantial changes have occurred in the circumstances under which the Project is being undertaken that would require major revisions to the Negative Declaration; and
3. No new information has been presented from which it may be fairly argued that the Project may involve a new significant environmental effect, or a substantial increase in the severity of previously identified significant effects, or demonstrating that a mitigation measure previously found to be infeasible is now feasible.

**SECTION 2. General Plan Consistency Findings.** The City Council hereby finds that the proposed amendment to the Official Zoning Map conforms with, and consistent with, the provisions, text, and exhibits of the adopted General Plan.

**SECTION 3. ZONE CHANGE.** The Official Zoning Map for the City of Wildomar is hereby amended to change the 2.28 acre parcel located at the northwest corner of Palomar Street and Kilgore Lane (Assessor's Parcel No. 380-140-004) from Rural Residential (R-R) to General Commercial (C-1/C-P) (refer to Exhibit A)

**SECTION 4.** This Ordinance shall take effect and be in full force and operation thirty (30) days after adoption.

**SECTION 5.** If any section, subsection, subdivision, sentence, clause, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 6.** The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published in accordance with law.

**ADOPTED AND ENACTED** this 8th day of December, 2010.

\_\_\_\_\_  
Bridgette Moore  
Mayor

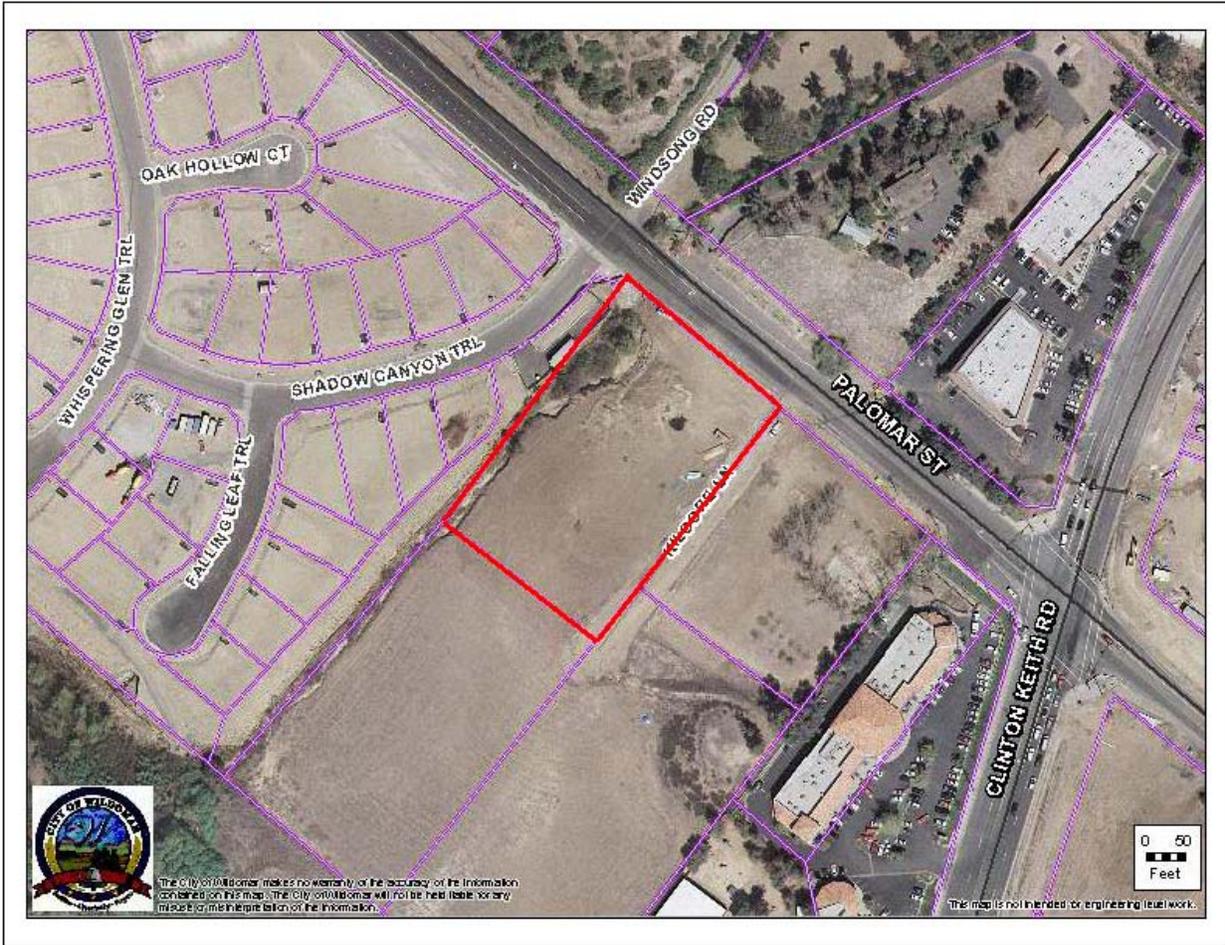
**APPROVED AS TO FORM:**

**ATTEST:**

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

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

# EXHIBIT A



**Change of Zone Exhibit A**

Existing Zoning = R-R (Rural Residential)

Proposed Zoning = C-1/C-P (General Commercial)

(ASSESSOR'S PARCEL NO. 380-140-004)

**Legal Description**

Section 12, T. 7S R4w, Parcel 1 and Lot C of Parcel Map 13471 as shown by map on file in Book 70, Page 56 of Parcel Maps, Records of Riverside County, California.

# ATTACHMENT B

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item 2.1**  
**PUBLIC HEARING**  
**Meeting Date: November 10, 2010**

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**TO:** Honorable Mayor and Members of the City Council

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

**SUBJECT:** Change of Zone 7440 and Plot Plan 22249 (City Project No. 08-0162):  
The applicant is requesting approval of a Change of Zone from Rural Residential (R-R) to General Commercial (C-1/C-2) and a Plot Plan for the development of a 17,288 square-foot multi-tenant automotive repair/retail center (Robles Automotive center) located at the northwest corner of Palomar Street and Kilgore Lane (APN: 380-140-004)

**STAFF REPORT**

**RECOMMENDATION:**

Staff is recommended that the City Council take the following actions:

1. Adopt a Resolution (Attachment A) entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR ADOPTING A NEGATIVE DECLARATION FOR CHANGE OF ZONE 7440 AND PLOT PLAN 22249 (WILDOMAR PROJECT NO. 08-0162 - ROBLES AUTOMOTIVE CENTER) LOCATED AT THE NORTHWEST CORNER OF PALOMAR STREET AND KILGORE LANE (ASSESSORS PARCEL NUMBER 380-140-004)**

2. Introduce and read by title only an Ordinance (Attachment B) entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR APPROVING CHANGE OF ZONE 7440 (CITY PROJECT NO. 08-0162) TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF WILDOMAR FROM RURAL RESIDENTIAL (R-R) TO GENERAL COMMERCIAL (C-1/C-P) FOR A 2.28 ACRE SITE LOCATED AT THE NORTHWEST CORNER OF PALOMAR STREET AND KILGORE LANE (ASSESSOR'S PARCEL NO. 380-140-004)**

3. Adopt a Resolution (Attachment C) entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR APPROVING PLOT PLAN 22249 (CITY PROJECT NO. 08-0162) FOR THE DEVELOPMENT OF A 17,288 SQUARE-FOOT MULTI-TENANT AUTOMOTIVE REPAIR/RETAIL CENTER (ROBLES AUTOMOTIVE CENTER) ON A 2.28 ACRE SITE LOCATED AT NORTHWEST CORNER OF PALOMAR STREET AND KILGORE LANE (ASSESSOR'S PARCEL NO. 380-140-004)**

**BACKGROUND:**

Change of Zone 7440 and Plot Plan 22249 was originally submitted to the County of Riverside for review and processing. On June 11, 2008, the Riverside County Planning Commission recommended approval of the project applications (with conditions) to the County Board of Supervisors. However, due to the timing of the City's incorporation, the Board of Supervisors were not able to review the proposed project. Thus, the project was transferred to the City of Wildomar and scheduled for a hearing with the City Council.

The City Council reviewed the proposed change of zone and plot plan at its January 28, 2009 meeting. After discussion of the item, the Council had raised several concerns about land use, site design and architecture which led to a decision to remand the applications back to the Planning Commission for consideration. Specific direction was given to the applicant to address Council's concerns and revise the project accordingly.

On October 27, 2010, the City Council reviewed a request to reconsider its decision to remand the project to the Planning Commission for consideration. After discussion of the request, the Council decided that project did not have to go to the Commission for review, but rather voted to allow the project to be brought back to the Council directly for final consideration, provided all issues raised by the Council at the January 29, 2009 meeting were addressed and resolved.

**DESCRIPTION**

The applicant is requesting approval of a change of zone from Rural Residential (R-R) to General Commercial (C-1/C-P). The applicant is also requesting approval of a plot plan application to develop of a 17,288 square-foot multi-tenant automotive repair/retail center (Robles Automotive center). The applicant intends to occupy the front portion of the building and will lease out the remaining space as opportunities come up. The project site is 2.28 acres and is located on the northwest corner of Palomar Street and Kilgore Lane (refer to Vicinity Map, Attachment D).

## DISCUSSION:

### Plot Plan

The proposed plot plan has been evaluated to ensure compliance with the development standards outlined in the C-1/C-P zone (i.e., parking, landscaping, building height, setbacks, etc.). As the table below illustrates, the proposed plot plan meets and/or exceeds the minimum development standards for the C-1/C-P zone. Table 1 provides a compliance summary of the project as it relates to code requirements and standards.

**Table 1 – Development Standards**

<b>Development Standard</b>	<b>Zoning Code Standard</b>	<b>Proposed Project Specifics</b>	<b>Meets Code Requirements</b>
Front Setback <sup>1</sup>	0 feet	50 feet	Yes
Side Setback(s)	0 feet	50 feet min.	Yes
Rear Setback	0 feet	38 feet	Yes
Building Height	50 feet max.	27 feet	Yes
Off-street Parking	107 spaces	107 spaces	Yes

*Note: <sup>1</sup> The C-1/C-P zone does not have minimum setback requirements unless a building exceeds 35 feet in height.*

In addition to the development standards being in compliance, conditions have been imposed on the project to ensure compliance with Riverside County Fire Department and Wildomar Public Works/Engineering requirements/standards (refer to plot plan resolution). The proposed project is also consistent with the requirements of the Multi-Species Habitat Conservation Plan, and has been conditioned to implement all applicable regional and City mitigation fee programs. In addition, there is a 10-foot wide multi-use trail along Palomar Street, and an open space area for Riparian/Riverine protection around the drainage channel along the northern edge of the project site.

### Architectural Elevations

The applicant is proposing a modern commercial architectural style that is compatible with other commercial buildings in the city. The building will be comprised of a stucco exterior with earth tone colors. The design incorporates architectural features such as tile medallions, accent stone at the base of the columns off-sets in the horizontal and vertical building planes. To minimize the length of the building roof line, the building has incorporated tile roof elements that act as architectural features/elements.

In addition, the east side of the building facing Palomar Street and south side of the building facing Kilgore Lane have been designed to reflect a commercial/retail storefront

appearance with windows, glazing and insets. The original design had a flat-looking appearance facing Palomar Street and steel roll-up doors facing Kilgore Lane. On the north side of the building, the steel roll-up doors leading to the service areas for future tenants will have windows as part of the door to enhance the design facing the residential area to the north. The original design on this elevation also had steel roll-up doors. The applicant has, in staff's opinion, significantly enhanced the architectural design of the building from what was originally approved by the County, and in the process, addressed the design concerns raised by the Council at the January 29, 2009 meeting. A colored copy of the original design and most recent design is provided for Council consideration (refer to Attachment F & G).

Change of Zone

The proposed change of zone from R-R to C-1/C-P is necessary for the project to be developed as an automotive repair center. Automotive repair uses are not permitted in the residential zone, thus the C-1/C-P zone is the appropriate zone designation for the project. Staff supports the proposed zone change based on the findings discussed in the staff report.

The project site is surrounded by vacant land and existing residential and commercial uses. Table 2 (next page) summarizes the land use, general plan and zoning information related to the proposed project.

**Table 2 – Adjacent Land Use and Zoning**

<b>Location</b>	<b>Existing Land Use</b>	<b>General Plan Designation</b>	<b>Zoning Designation</b>
<b>Project Site</b>	Vacant	General Commercial	Rural Residential (R-R)
<b>North</b>	Partially developed single family residential tract	Medium Density Residential	One Family Dwellings (R-1)
<b>South</b>	Vacant	Commercial Retail	Rural Residential (R-R)
<b>East</b>	Commercial Office	Commercial Retail	General Commercial (C-1/C-P)
<b>West</b>	Vacant	Commercial Retail	Rural Residential (R-R)

## Environmental Review

The proposed project was evaluated for compliance with the California Environmental Quality Act (CEQA) guidelines. The Riverside County planning department prepared an Environmental Assessment (EA 41118) for the proposed project which identified several potentially significant impacts related to air quality, cultural resources, geology/soils, hydrology/water quality, noise, and recreation. After analyzing the initial study, the County planning department prepared a Negative Declaration for the project. On June 11, 2008, the Riverside County Planning Commission reviewed the environmental assessment and recommended that the Board of Supervisors adopt a Negative Declaration for the proposed project. As noted previously, the Board did not review the application or environmental assessment; therefore, staff is recommending that the City Council adopt the Negative Declaration. A copy of the environmental assessment is provided as Exhibit 1 of the CEQA Resolution.

### Council Concerns from the January 29, 2010 meeting

This project was reviewed by the City Council on January 28, 2009. As a result of its review, the Council raised several concerns related to building design and land use. Of primary concern was the design and orientation of the proposed building adjacent to Palomar Street and Kilgore Lane, including incorporating a retail appearance and addressing the metal roll-up doors facing the future single family residences north of the site. Other concerns raised by the Council are illustrated in the table below.

Given the number of concerns related to this project, the Council decided to remand the project to the Planning Commission for further consideration and gave specific direction to the applicant to address their concerns/issues. The Council recently, on October 27, 2010, considered a request by staff to allow this project to come back directly to the Council rather than the Planning Commission. The Council voted unanimously to bring the project to Council for review on November 10, 2010.

The applicant has now revised the project plans and is submitting these plans for Council consideration. Staff has reviewed the plans and believes each concern has been addressed. Table 3 below has been provided to summarize each of Council's concerns and a response addressing those concerns.

**Table 3 – Council Concerns and Responses**

<b>Council Comments/Concerns</b>	<b>Response/Assessment</b>
<ul style="list-style-type: none"><li>• Project design should incorporate more of a storefront character facing Palomar Street and Kilgore Lane.</li></ul>	<ul style="list-style-type: none"><li>• The project was redesigned to incorporate a commercial/retail storefront character facing Palomar Street and Kilgore Lane (refer to colored elevations in Attachment F &amp; G)..</li></ul>
<ul style="list-style-type: none"><li>• Hazardous materials (i.e., oil, etc) from the project.</li></ul>	<ul style="list-style-type: none"><li>• The use and disposal of hazardous materials is strictly regulated by the</li></ul>

	<p>County Fire Department. All regulations related to hazardous materials will be addressed through the plan check process for any tenants locating in the building. If a specific use cannot address Fire's regulations, that use will not be able to open for business.</p>
<ul style="list-style-type: none"> <li>Oil and grease runoff from the project.</li> </ul>	<ul style="list-style-type: none"> <li>A Preliminary Water Quality Management Plan (WQMP) was submitted to Engineering department to address these issues. Prior to the project being developed, a final WQMP will be reviewed and the applicant will be required to comply with all conditions/measures imposed by Engineering department.</li> </ul>
<ul style="list-style-type: none"> <li>The 8-foot retaining wall adjacent to Palomar Street.</li> </ul>	<ul style="list-style-type: none"> <li>The retaining wall is necessary to address grade differences. Since it faces the interior of the project and is obscured from Palomar Street, the height will not be significantly noticeable. Nonetheless, staff is recommending a condition that additional landscaping be provided in this area to further soften the appearance of the retaining wall.</li> </ul>
<ul style="list-style-type: none"> <li>Noise impacts to future residents north of the project site.</li> </ul>	<ul style="list-style-type: none"> <li>A noise impact study was prepared as part of the CEQA process, and concluded that there would be no impacts on adjacent uses since the nearest use was over 400 feet away. However, to address possible impacts to the future residential area north of the site, a condition was imposed on the project limiting the hours of operation for all automotive repair uses on the north side of the project are limited to the hours of 7 am to 8 pm, Monday through Saturday. Also, the condition for additional landscaping along the north property line will further minimize noise.</li> </ul>
<ul style="list-style-type: none"> <li>The ability to condition future tenants.</li> </ul>	<ul style="list-style-type: none"> <li>The ability of the City to provide additional operational conditions on future auto repair type tenants is limited because the C-1/C-P zone does not require a CUP for these type of uses. They are currently permitted by right.</li> </ul>

As presented above, staff believes that the Council's concerns have been addressed by the additional information submitted and the revisions to the project design. However, the issue of imposing operating conditions on future auto repair tenants has not been

addressed since the C-1/C-P zone allows these types of uses by right (no CUP is required). It is staff's opinion that the Council has two options to address this:

- Option 1 – The Council could direct the applicant to amend his change of zone request from R-R to C-P-S (Scenic Highway Commercial zone) instead of C-1/C-P. Under the current C-P-S zoning regulations, auto repair garages, body shops and spray paint shops are required to apply for a CUP (Section 17.80.010.B). This would result in all future auto related tenants going through the CUP process, thereby, giving the Planning Commission and City Council the ability to impose conditions of approval.
- Option 2 – The Council could direct staff to prepare a code amendment that would amend the C-1/C-P zone to make all auto repair garages/auto related uses a conditional use consistent with the provisions of Section 17.72.010.C. This would also result in all future auto related tenants going through the CUP process, thereby, giving the Planning Commission and City Council the ability to impose conditions of approval.

Staff would support the Council if either of these two options are exercised.

## **REQUIRED PROJECT FINDINGS:**

### Change of Zone Application:

In accordance with the provision of the Wildomar Zoning Code related to change of zone applications, the following finding is offered for Council consideration in approving the proposed change of zone.

- A. The proposed change of zone is in conformance with the adopted General Plan for the City.

The General Plan Land Use Designation for the project site is Commercial Retail. According to the consistency rezoning table established with the adopted General Plan, the General Commercial (C-1/C-P) Zone is highly consistent with the General Plan. Consequently, the change of zone from Rural Residential (R-R) to C-1/C-P is in conformance with the General.

### Plot Plan Application:

In accordance with the provision of Section 17.216.040 of the Wildomar Zoning Code related to plot plan applications, the following findings are offered for Council consideration in approving the proposed plot plan.

- A. The proposed use is consistent with the Wildomar General Plan and Zoning Code.

The proposed use is consistent with the General Plan in that the proposed land use is a permitted use in the C-1/C-P zone district. The proposed use is a commercial use by definition and is provided for in the Commercial Retail land use category. The proposed project with auto repair uses is also consistent with the development standards of the zone, including but not limited to, building setbacks, building size and location, site access, parking and landscaping.

- B. The overall development of the land shall be designed for the protection of the public health, safety, and general welfare.

The proposed project is located in an area identified and zoned for commercial development according to the General Plan and Zoning Code. The site access and site development plan, including the architectural elevations have been designed to be consistent with the zone standards related to commercial uses, thus, further protecting the public health, safety, and general welfare.

- C. The overall development of the land shall be designed to conform to the logical development of the land and to be compatible with the present and future logical development of the surrounding property.

The proposed project has been designed to conform to a logical pattern of development as envisioned by the General Plan. The properties to the south, east and west have a General Plan Land Use Designation of Commercial Retail. The property to the north is Medium Density Residential and has already been partially developed for residential use. This residential development has constructed a six foot high block wall along the adjacent property line. Between this development and the project site there is a natural drainage channel creating an additional setback. Consequently, the project is compatible with the surrounding area.

- D. Plot Plan considers the location and need for dedication and improvement of necessary streets and sidewalks, including the avoidance of traffic congestion.

The project is located at the northwestern corner of Clinton Keith Road and Kilgore Lane. Access to the site will be from multiple driveways off of Kilgore Lane. The project is required to construct additional improvements along Clinton Keith Road and construct half of Kilgore Lane along the project frontage. These improvements will include curb, gutter, and sidewalk, as well as an extension of the trail along Palomar Street already installed by the adjacent single family residential tract.

- E. The Plot Plan takes into consideration topographical and drainage conditions, including the need for dedication and improvements of necessary structures.

The construction of the Project has been conditioned to comply with all applicable City ordinances, codes, and standards including, but not limited to, the relating to storm water runoff management and other drainage controls regulations (i.e., WQMP). The project drainage design will capture storm runoff in the catch basin filters and/or sub-surface detention basin incorporated into the project design and release runoff back into the natural stream channels without substantially altering the existing drainage pattern and without causing substantial erosion or siltation.

- F. All plot plans which permit the construction of more than one structure on a single legally divided parcel shall, in addition to all other requirements, be subject to a condition which prohibits the sale of any existing or subsequently constructed structures on the parcel until the parcel is divided and a final map recorded in accordance with Ordinance No. 460 in such a manner that each building is located on a separate legally divided parcel.

The project proposes to construct a single structure on a single parcel. In addition, any future sale of a portion of the site will require City approval of a subdivision or condominium map. The project fully complies with this requirement.

**ATTACHMENTS:**

- A. Council Resolution Adopting a Negative Declaration  
Exhibit A – Initial Study/Environmental Assessment 41118
- B. Council Ordinance Approving the Change of Zone
- C. Council Resolution Approving the Plot Plan  
Exhibit A – Conditions of Approval
- D. Vicinity Map
- E. Colored Architectural Elevations (County Approved Design Proposal)
- F. Colored Architectural Elevations (City Recommended Revision)
- G. Exterior Color Chart
- H. Proposed Plot Plan Packet (full size plans)

Submitted by:

Approved by:

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Matthew C. Bassi  
Planning Director

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Frank Oviedo  
City Manager

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.7**  
**CONSENT CALENDAR**  
**Meeting Date: December 8, 2010**

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**TO:** Mayor and City Council  
**FROM:** Matthew C. Bassi, Planning Director  
**SUBJECT:** Ordinance No. 55 Second reading – City Initiated Code Amendment  
Relating to Conditional Use Permits

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends the City Council adopt an Ordinance entitled:

ORDINANCE NO. 55  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, AMENDING TITLE 17, SECTION 17.200  
RELATED TO TIME LIMITS AND EXTENSIONS FOR CONDITIONAL  
USE PERMITS (ZONING CODE AMENDMENT 10-06)

**BACKGROUND:**

At November 10, 2010, the City Council introduced for first reading Ordinance No. 55 proposing a zoning code amendment to revise Title 17, Section 17.200 related to Conditional Use Permits and Extensions of Time. This Council action will officially adopt the proposed Ordinance. The effective date of the Ordinance will be January 7, 2011 (30 days from 2<sup>nd</sup> reading).

Submitted by:

Approved by:

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Matthew C. Bassi  
Planning Director

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Frank Oviedo  
City Manager

**ATTACHMENTS:**

- A. Ordinance No. 55 Approving Change of Zone (ZCA 10-06)
- B. City Council Staff Report (dated November 10, 2010 – no attachments)

# ATTACHMENT A

## ORDINANCE NO. 55

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 17.200.060 AND ADDING NEW SECTIONS 17.200.061, 17.200.062, 17.200.063, 17.200.064, 17.200.065, 17.200.066, 17.200.067, 17.200.068 AND 17.200.069 RELATING TO THE ISSUANCE OF EXTENSIONS OF TIME FOR CONDITIONAL USE PERMITS**

**WHEREAS**, the City of Wildomar incorporated on July 1, 2008 and adopted the County Zoning Ordinance in effect at that time; and

**WHEREAS**, a request was made by a property owner to allow additional time to initiate development of a previously approved conditional use permit; and

**WHEREAS**, on August 11, 2010 the City Council considered the matter and provided direction to the Planning Commission to consider an ordinance allowing additional time to develop approved conditional use permits; and

**WHEREAS**, on September 25, 2010 the City gave public notice by the methods prescribed the Municipal Code announcing the holding of a public hearing at which the proposed ordinance would be considered by the Planning Commission; and

**WHEREAS**, on October 6, 2010 the Planning Commission, during a regularly scheduled meeting, considered the ordinance allowing for additional extensions of time for conditional use permits and recommended approval of said ordinance by the City Council;; and

**WHEREAS**, on October 30, 2010, the City gave public notice by the methods prescribed the Municipal Code announcing the holding of a public hearing at which the proposed ordinance would be considered by the City Council; and

**WHEREAS**, on November 10, 2010, the City Council, during a regularly scheduled meeting, considered the ordinance allowing for additional extensions of time for conditional use permits.

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

**SECTION 1: Environmental Findings.** The City Council hereby finds and determines that the project consists of a zoning ordinance amendment related to the requirements and processes for extensions of time for conditional use permits and has no potential to impact the environment. The proposed ordinance does not alter the existing requirements that specific development projects comply with the provisions of the California Environmental Quality Act. Consequently, the proposed ordinance is exempt from CEQA review pursuant to Section 15061(b)(3) which states that if an activity is covered by the general rule that CEQA applies only to projects which have the

potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**SECTION 2. General Plan Consistency Findings.** The City Council hereby finds that the proposed amendments to the zoning ordinance relate to the requirements and processes for extensions of time for conditional use permits and do not conflict with the provisions of the General Plan or State Law.

**SECTION 3: Amendment of the Zoning Code.** Existing Section 17.200.060 of the Wildomar Municipal Code is hereby amended to read in its entirety as follows:

**“17.200.060 Use of permit.**

All conditional use permits granted pursuant to this chapter, including those previously approved by the County of Riverside prior to the incorporation of the City of Wildomar, shall be valid for two (2) years following the approval of the conditional use permit, unless the permit as granted specifies a shorter time period, and shall be null and void unless the use commences or the approved permit is extended by request of the permittee under the provisions of this chapter.”

**SECTION 4: Additions to the Zoning Code.** Sections 17.200.061, 17.200.062, 17.200.063, 17.200.064, 17.200.065, 17.200.066, 17.200.067, 17.200.068, and 17.200.069 are hereby added to the Wildomar Municipal Code to read as follows:

**“17.200.061 Commencement of use.**

The term "use" means either the beginning of substantial construction of facilities for the use that is authorized, which construction must thereafter be pursued diligently to completion, or the actual occupancy of existing buildings or land under the terms of the authorized use.

**17.200.062 Request for extension of time.**

Any conditional use permit approved pursuant to this chapter may be extended in accord with this chapter by request of the permittee submitted prior to its expiration.

**17.200.063 Maximum project duration.**

If extensions of time are granted, the total time allowed to begin construction or commence the use approved by the conditional use permit shall not exceed a period of five (5) years as calculated from the original effective date of the permit.

**17.200.064 Filing of requests for extensions of time.**

A request for an extension of time in which to begin construction or commence the use an approved conditional use permit may be filed with the planning director, on forms provided by the planning department and shall be accompanied by the processing fee or deposit established by the city council. Additional costs above the amount of the initial deposit shall be paid prior to the final action on the request.

**17.200.065 Processing requests for extensions of time.**

Within thirty (30) days following the filing of a request for an extension of time for a conditional use permit, the planning director shall review the application and make a determination thereon.

**17.200.066 Grant of extension of time by the planning director.**

- A. An extension of time may be granted by the planning director upon a determination that valid reasons exist for the failure of the permittee to implement the conditional use permit within the required period of time and that the request is consistent with the terms and conditions set forth in Section 17.200.067.
- B. Extension requests that are in compliance with the specified extension approval criteria contained in this ordinance may be approved, conditionally approved, or denied by the planning director without public notice or hearing. The planning director shall render the decision on the requested extension in writing. No extension shall be considered valid unless a written decision has been provided by the planning director.

**17.200.067 Criteria to approve an extension of time.**

Approval of any extension of time for an approved conditional use permit shall only be granted if all of the following conditions are met:

- A. The approved conditional use permit remains consistent with the adopted general plan.
- B. The approved conditional use permit remains in conformance with the requirements of the zoning code.
- C. The setting and local circumstances of the approved conditional use permit have not changed in such a way to make the previously approved permit incompatible or inappropriate with the surrounding area.

- D. The request for the extension was filed prior to the expiration date of the conditional use permit.

**17.200.068 Appeal of planning director determination**

Extension requests that are determined by the planning director not to be in compliance with the provisions of Section 17.200.067 may be appealed by the permittee to the city council pursuant to the provisions of Section 17.200.069. Appeals must be filed with the city clerk no later than ten (10) days following determination by the planning director.

**17.200.069 Appeal hearing before city council.**

Any appeal of an extension request that the planning director determines is not in full compliance with the specified extension approval criteria contained in Section 17.200.067 shall be heard by the city council at a noticed public hearing conducted in conformance with the public notice and hearing requirements specified in this chapter. The city council shall have discretion to approve, deny or approve with additional conditions the requested extension of time.”

**SECTION 5.** This Ordinance shall take effect and be in full force and operation thirty (30) days after adoption.

**SECTION 6.** If any section, subsection, subdivision, sentence, clause, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 7.** The city clerk shall certify to the adoption of this ordinance and shall cause the same to be published in accordance with law.

**PASSED, APPROVED AND ENACTED** this 8th day of December, 2010.

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Bridgette Moore  
Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

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Julie Hayward Biggs  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

# ATTACHMENT B

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item 2.2**  
**PUBLIC HEARING**  
**Meeting Date: November 10, 2010**

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**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Matthew C. Bassi, Planning Director  
**SUBJECT:** Zoning Code Amendment 10-06; City initiated code amendment to revise Title 17, Section 17.200 related to Conditional Use Permits.

**STAFF REPORT**

**RECOMMENDATION:**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR AMENDING TITLE 17, SECTION 17.200 RELATED TO TIME LIMITS AND EXTENSIONS FOR CONDITIONAL USE PERMITS (ZONING CODE AMENDMENT 10-06)**

**BACKGROUND/DISCUSSION:**

At its August 11, 2010 meeting, the City Council directed staff to prepare an Ordinance that would address the approval time frame and time extension requirements for Conditional Use Permits (CUP's). This direction followed the Council's discussion and approval of a one-year time extension for the Wildomar Square retail project (PM/CUP 08-0072).

The proposed Ordinance for Council consideration (Attachment A) establishes an initial two (2) year time frame for an approved CUP to commence operations. In addition, the applicant will have the ability to request a time extension for up to three (3) additional years which would provide for a maximum time frame of five (5) years.

The proposed Ordinance also gives the Planning Director the authority to approve a time extension provided the CUP: 1) remains consistent with General Plan, 2) remains in conformance with the requirements/standards of the Zoning Code, 3) the project remains compatible with the surrounding area, and 4) the time extension request is filed prior to the expiration date of the CUP.

Zoning Code Amendment 10-06 was recently reviewed by the Planning Commission at its October 6, 2010 meeting. In an unanimous vote of 5-0, the Planning Commission recommended City Council approval of the proposed code amendment and adoption of the Ordinance. A copy of the Planning Commission report and resolution providing additional detail is provided for Council review (Attachment B).

**REQUIRED FINDINGS:**

- A. The proposed amendment to the Zoning Ordinance is consistent with the City of Wildomar General Plan.

The proposed amendments to the Zoning Ordinance are consistent with and do not conflict with the provisions of the General Plan. The proposed changes effect the approval duration for land use entitlements which are consistent with the adopted General Plan and the land use and zoning requirements defined in the Zoning Ordinance. The proposed modifications to the zoning ordinance are consistent with and further implement the provisions of General Plan, and will not create problems detrimental to the public health, safety and general welfare of the residents of Wildomar.

**ENVIRONMENTAL ASSESSMENT:**

A review of the potential environmental impacts was conducted for the proposed ordinance amendment. This evaluation indicated no potential for impacts on the environment. As a result, the Planning Director recommends that the Planning Commission recommend to the City Council that the Council make a determination that the proposed zoning ordinance amendment has no potential to impact to the environment, and that the proposed ordinance is exempt from CEQA review pursuant to Section 15061(b)(3) which states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Submitted by:

Approved by:

\_\_\_\_\_  
Matthew C. Bassi  
Planning Director

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

**Attachments:**

- A. Proposed Ordinance for Zoning Code Amendment No. 10-06
- B. Panning Commission Staff Report & Resolution (Dated 10/6/10)

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #1.8**  
**CONSENT CALENDAR**  
**Meeting Date: December 8, 2010**

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**TO:** Mayor and City Council  
**FROM:** Gary Nordquist, Assistant City Manager  
**SUBJECT:** Ordinance No. 57 Second Reading - E-Verify Program

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt an Ordinance entitled:

ORDINANCE NO. 57  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA, ADDING NEW CHAPTER 3.09 TO THE WILDOMAR MUNICIPAL CODE  
PERTAINING TO THE E-VERIFY PROGRAM

**BACKGROUND/DISCUSSION:**

This item was heard at the November 10, 2010 City Council meeting where the Council introduced the Ordinance for first reading.

**FISCAL IMPACTS:**

No fiscal impact is anticipated with the program.

Submitted by:

Approved by:

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Gary Nordquist  
Assistant City Manager

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Frank Oviedo  
City Manager

**ATTACHMENTS:**

Ordinance No. 57

## ORDINANCE NO. 57

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADDING NEW CHAPTER 3.09 TO THE WILDOMAR MUNICIPAL CODE PERTAINING TO THE E-VERIFY PROGRAM.

THE CITY COUNCIL OF THE CITY OF WILDOMAR ORDAINS AS FOLLOWS:

**SECTION 1.** Chapter 3.09 is hereby added to the Wildomar Municipal Code as follows:

#### **3.09 E-VERIFY REQUIRMENTS**

- 3.09.010 Definitions
- 3.09.020 E-Verify Requirements
- 3.09.030 Use of Subcontractors
- 3.09.040 Notice of E-Verify Requirements
- 3.09.050 Verification of Employment Eligibility

#### **§ 3.09.010 Definitions**

“*Business Entity*” means any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation or gain, benefit, advantage, or livelihood, whether for profit or not for profit with the City. The term business entity shall include, but not be limited to partnerships, corporations, contractors, and subcontractors doing business with the City.

“*Contractor*” means a person, employer, or business entity that enters into a contract or an agreement with the City to perform any service or work or to provide a certain product in exchange for valuable consideration. The term “contractor” shall not include government agencies.

“*E-Verify*” shall mean the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Pub. L. No. 104-208, Division C, Title IVY s. 403(a), as amended, and operated by the United States Department of Homeland Security, or a successor electronic verification of work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. No. 99-603.

“*Unauthorized Alien*” means a person who is unauthorized to be lawfully employed in the United States, pursuant to 8 U.S.C. § 1373(c) that the person is an unauthorized alien.

#### **§ 3.09.020 E-Verify Requirements**

A. As a condition for the award of any City contract for public works or as a condition of the City entering into any other City contract for consulting or professional

services the Contractor shall enroll in the E-Verify program, or its successor, and thereafter shall provide the City documentation affirming its enrollment and participation in the program.

B. Contractors shall be required to continue participation in the E-Verify program throughout the term of their contractual agreement with the City.

C. Nothing provided in this chapter shall relieve Contractors otherwise subject to federal E-Verify requirements from complying with the requirements of federal law.

**§ 3.09.030 Use of Subcontractors**

If a Contractor uses a subcontractor, the subcontractor shall, as a condition of contract, certify to the Contractor in a manner that does not violate federal law that the subcontractor has registered and is participating in the E-Verify program and will not knowingly employ or contract with an unauthorized alien.

**§ 3.09.040 Notice of E-Verify Requirements**

The City shall include specific written notice in all requests for bids or proposals subject to this section that Contractors may be required to enroll in the E-Verify program as a condition of award. Contractors are not exempt from this section if they received requests for bids or proposals not containing such notice.

**§ 3.090.50 Verification of Employment Eligibility**

A Contractor shall maintain records sufficient to establish that it has complied with the requirements set for this chapter with respect to each employee and shall retain such records for the duration of such employee's employment. Such records shall be maintained for a longer period of time if required by an applicable state or federal law, regulation or rule. These records shall be immediately made available to the City for inspection and audit upon written notice to the Contractor by the City.

**PASSED, APPROVED, AND ADOPTED** this 8th day of December, 2010.

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Bridgette Moore  
Mayor

APPROVED AS TO FORM:

ATTEST:

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Julie Hayward Biggs  
City Attorney

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Debbie A. Lee, CMC  
City Clerk

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #1.9**  
**CONSENT CALENDAR**  
**Meeting Date: December 8, 2010**

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**TO:** Mayor and City Council

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

**SUBJECT:** Appeal Of Regional Water Quality Control Board Tentative Order (Ms4 Permit) Relating To Storm Water

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to execute an engagement letter authorizing Riverside County Flood Control’s counsel to represent the city for purposes of filing an appeal of the Regional Water Quality Control Board’s adoption of Tentative Order R9-2010-0016 within the 30 day appeal period.

**BACKGROUND:**

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

On Wednesday, November 10, 2010, the San Diego Regional Water Quality Control Board approved Tentative Order R9-2010-0016 (MS4 Permit). This new permit imposes additional monitoring and enforcement responsibilities on the City of Wildomar and the other co-permittees (the cities of Temecula and Murrietta and the County of Riverside), whose costs are beyond the City’s budget.

**FISCAL IMPACT:**

No fiscal impact to the City will result from the authorization of the filing of the appeal. Staff will return to the City Council with alternatives, including costs, after further coordination with Riverside County Flood Control, County of Riverside, Temecula and Murrietta.

Submitted by:

Approved by:

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Tim D'Zmura, PE  
Director of Public Works

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Frank Oviedo  
City Manager

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item # 1.10**  
**CONSENT CALENDAR**  
**Meeting Date: December 8, 2010**

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**TO:** Mayor and City Council  
**FROM:** Paula Willette, Community Services Director  
**SUBJECT:** City of Wildomar and Cal Fire Smoke Detector Program for Seniors

**STAFF REPORT**

**RECOMMENDATION:**

Approve a free Smoke Detector Program to Wildomar senior residents who are financially unable to maintain a working smoke alarm in their home.

**BACKGROUND:**

Smoke Detectors/Alarms offer an early warning when a potentially serious fire is occurring in the home and affords the residents precious moments to successfully escape a fire. Low-income Wildomar seniors ages 55 and above can apply for a free unit by submitting a simple application to Fire Station 61 or the Community Services Department at City Hall as supplies last.

**FISCAL IMPACT:**

None, all detectors will be purchased with donated funds from the annual "Breakfast with Santa".

Submitted by:

Approved by:

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Paula Willette  
Community Services Director

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Frank Oviedo  
City Manager

**ATTACHMENTS:**

None

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #2.1**  
**PUBLIC HEARING**  
**Meeting Date: December 3, 2010**

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**TO:** Mayor and City Council  
**FROM:** Jeffrey Thomas, CBO, Building Official  
**SUBJECT:** Ordinance No. 56 Second Reading - 2010 California Building Codes Adoption

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council:

1. Conduct the Public Hearing to take testimony regarding the adoption of Ordinance No. 56; and
2. Adopt Ordinance No. 56 entitled:

ORDINANCE NO. 56  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WILDOMAR, CALIFORNIA, AMENDING CHAPTER 8.01 TO THE  
WILDOMAR MUNICIPAL CODE BY ADOPTING THE 2010 EDITIONS OF  
THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL  
CODE, CALIFORNIA GREEN BUILDING CODE, CALIFORNIA  
PLUMBING CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA  
ELECTRICAL CODE AND THE 1997 EDITION OF THE UNIFORM  
HOUSING CODE AND RELATED MODEL CODES WITH APPENDICES  
AND AMENDMENTS THERETO

**BACKGROUND:**

The California Building Standards Commission (CBSC) is the regulatory body that is tasked with the review and adoption of building standards to be used throughout the state of California in regulating the manner in which all buildings are built to protect the life, safety and health of their occupants.

In July of 2009, the CBSC adopted the 2010 edition of the California Building Codes which are based upon a group of codes promulgated by the International Code Council's (ICC) family of codes, the International Association of Plumbing and Mechanical Officials (IAPMO) and the National Fire Protection Association (NFPA). It is this grouping of codes that make up the California Building Codes. The CBSC's 2010 code adoptions includes the California Residential Code which provide regulations specifically for the construction of single family

residences and the requirement that all single family residences be equipped with a residential standard automatic fire sprinkler system.

Additionally, the CBSC has also included in the 2010 adoption action the California Green Building Code with establishes provisions to improve public health, safety and general welfare by enhancing the design and construction of building while reducing the negative impact to the environment. The regulations concentrate on Planning and design, energy efficiency, water conservations, material conservation and environmental quality.

Due to the existence of unique regional and/ or local climatic, topographical or geographical conditions, the California Building Code provides that the Building Official may amend provisions of the state adopted codes to address specific regional or local conditions where there are regional or local climatic, topographical or geographical conditions which require such changes.

Along with these amendments, the submittal of supporting findings must be submitted to the State Department of Housing and Community Development for confirmation. These findings are included within Ordinance 2010-

Staff has chosen to propose very minimal amendments to these Codes. Amendments are primarily administrative in nature. See Exhibit A. Additionally, staff has included a section that requires the installation of Automated External defibrillators below.

**THE CITY FINDS DETERMINES AND DECLARES THAT:**

- A. Approximately 294,000 out-of-hospital, sudden cardiac arrests (SCA) occur annually in the United States.
- B. Defibrillation or shock using an automated external defibrillator (AED) is the only effective therapy for SCA arrest.
- C. For each minute that passes without cardiopulmonary resuscitation (CPR) and defibrillation, the chance of survival from SCA decreases 7% - 10%.
- D. The survival rate from SCA in places where no CPR and defibrillation program is in place is only about 5%.
- E. When AED programs provide immediate CPR and AED shock within the first minute of collapse, the survival rate from cardiac arrest is as high as 74%.
- F. Requiring AEDs in certain buildings will reduce emergency care response times, increase the chances of survival, and safeguard the lives of persons who experience SCA.

- G. California has enacted a Good Samaritan Law that, subject to certain requirements, may limit the liability of one who renders emergency care via an AED.

**FINDINGS, PURPOSE AND INTENT:**

- A. It is the purpose and intent of the City of Wildomar through the adoption of this Chapter, to promote public health, safety, and welfare by improving emergency care response times to those suffering from sudden cardiac arrest (SCA), thereby improving chances of survival.
- B. The requirements are intended to provide for faster emergency response in large buildings, multi-story buildings, and/or buildings with large numbers of occupants where first responder access may be impeded due to building use, occupancy, location, layout, construction, or other reasons. This Chapter is not intended to create a new standard of care.

**DEFINITIONS:**

Except as otherwise provided, for the purposes of this Chapter: Automated External Defibrillator or AED means "Automated External Defibrillator" or "AED" as defined in the California Code of Regulations, Title 22, Division 9, Chapter 1.8., Section 100033, which states "Automated External Defibrillator" or "AED" means an external defibrillator that after user activation is capable of cardiac rhythm analysis and will charge and deliver a shock, either automatically or by user interaction, after electronically detecting and assessing ventricular fibrillation or rapid ventricular tachycardia. AED shall also have the same meaning as "Automatic External Defibrillator" pursuant to Health and Safety Code section 1797.196.

**NEW CONSTRUCTION REQUIRING AEDS:**

- A. Prior to issuance of a certificate of occupancy or approval of final inspection, AEDs shall be placed in all newly constructed buildings in the occupancy groups and with occupant loads in excess of that shown in Table 8.48.30. The occupant load shall be determined based on the occupant load factors in the California Building Code. Occupancy groups shall be determined based on Chapter 3 of the California Building Code.
- B. AEDs shall be conspicuously placed and readily accessible in the event of an emergency. AEDs shall be mounted such that the top of the AED is no more than five (5) feet above floor level.

**Table 8.48.30**

<b>Occupancy Group</b>	<b>Occupant Load</b>
Group A "Assembly"	300
Group B "Business"	300
Group E "Educational"	300
Group H "High Hazard"	300
Group I "Institutional"	300
Group M "Mercantile"	300
Group R "Residential" <sup>1</sup>	300
Group S "Storage" <sup>2</sup>	300
Group F "Factory"	300

1 Excluding single-family and multi-family dwelling units

2 Excluding parking garages

**LOCATION OF AEDS:**

- A. When required pursuant to this Chapter, AEDs shall be located in buildings to optimally achieve a three minute response time to the person in need of emergency care using the AED.
- B. When required on every floor of a building pursuant to section 8.48.30 and Table 8.48.30, AEDs shall be located as follows:
  - 1) One AED shall be placed at the main entrance of every floor.
  - 2) AEDs shall be located on each floor such that the maximum length of travel measured from the most remote point on a floor to any AED, shall not exceed 300 feet.
  - 3) AEDs shall be located on each floor such that the maximum length of travel between any two AEDs shall not exceed 600 feet.
- C. When not required on every floor of a building pursuant to section 8.48.30 and Table 8.48.30, AEDs shall be located as follows:
  - 1) One AED shall be placed at the main entrance of every floor required to have one or more AEDs.

- 2) AEDs shall be located such that the maximum length of vertical travel between any two AEDs on any two floors with an AED shall not exceed 450 feet.

**FISCAL IMPACT:** None

Submitted by:

Approved by:

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Jeffrey Thomas  
Building Official

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Frank Oviedo  
City Manager

**ATTACHMENTS:**

Ordinance No. 56

## EXHIBIT A

### **Administrative Code- California Building Code (CBC) Appendix Chapter**

**CBC Appendix Chapter 1, Section 105.2.2-** This amendment is administrative in nature and modifies the minimum height of a freestanding masonry block wall for which a building permit is required.

**CBC Appendix Chapter 1 Section 109.7-** This amendment is administrative in nature establishes hours of construction when within ¼ mile of an occupied residence in order to protect the quality of life of residences when adjacent construction projects are present.

**CBC Appendix Chapter 1, Section 109.8-** This amendment is administrative in nature and establishes standards for the control of rubbish and debris on construction sites.

### **California Building Code (CBC)**

**Chapter 4, Section 406.1.4,1-** This amendment maintains the previous codes requirement of separation between a private garage and single family dwelling unit utilizing 5/8' Type X Gypsum Board instead of the reduced thickness to ½" Gypsum board provided for in the 2007 CBC.

**Chapter 4, Section 406.1.4, 2 –** This amendment provides standards for fire protection where ducts penetrate the separation between a private garage and a single family dwelling unit.

### **California Electrical Code (CEC)**

**Article 89.108.4-** This amendment is administrative in nature and establishes that only a California State Licensed Electrical Contractor shall be authorized to obtain electrical permits for electrical work to be performed on commercial and industrial building construction projects.

**ORDINANCE NO. 56**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING CHAPTER 8.01 TO THE WILDOMAR MUNICIPAL CODE BY ADOPTING THE 2010 EDITIONS OF THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA GREEN BUILDING CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA ELECTRICAL CODE AND THE 1997 EDITION OF THE UNIFORM HOUSING CODE AND RELATED MODEL CODES WITH APPENDICES AND AMENDMENTS THERETO**

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

**SECTION 1. THE CITY COUNCIL FINDS AS FOLLOWS:**

1. Health and Safety code Section 18938 provides that the triennial edition of the California Building Standards Code establishes building standards for all occupancies throughout the State and requires that these standards incorporated the various editions of the Technical Codes with necessary California amendments.

2. Section 18938 also requires that such standards be applicable to all cities and counties, subject to certain modifications described below.

3. On July 1, 2010, the State Building Standards Commission approved and published the 2010 edition of the California Building Standards Code which incorporated the various editions of the Technical Codes (Plumbing, Electrical, and Mechanical) by reference with necessary California amendments.

4. The City is required to adopt the 2010 edition of the California Building Standards Code which incorporates by reference the various editions of the Technical Codes and all of the referenced standards tables, matrices and appendices of each of these codes therein.

5. The California Building Standards Code also allows for modifications required to meet specific climatic, topographic or geographic conditions within a city when a city makes findings regarding such conditions, and the City makes such findings as follows:

6. The City Council specifically finds that development has occurred and will continue to occur in the City of Wildomar at a rapid pace because Wildomar is generally a flat area in a valley surrounded by hills, because of traffic congestion and because of strong winds (Santa Ana's) which can reach up to 60 miles per hour, additional requirements have been placed on the separation walls between garages and residences.

7. The Council finds that the adoption of this ordinance is exempt from the provisions of the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b) (3)

8. In accord with the provisions of Government Code Section 50022, on November 10, 2010 this Ordinance was introduced for first reading at a regularly scheduled meeting of the City Council and a public hearing was set for December 8, 2010 and on December 8, 2010, a properly noticed public hearing was held at which the public was given the opportunity to be heard and testimony was received and considered by the City Council and this Ordinance was enacted.

9. Health and Safety Code Section 17958.7 provides that the local amendments set forth in this Ordinance shall not become effective until a copy of the express findings justifying each of the local amendments has been filed with the California Building Standards Commission.

10. At least one full, true, and correct copy, as certified by the City Clerk, of the 2007 California Building Standards Code has been filed in the office of the City Clerk in accordance with the provisions of Government Code Section 50022.6.

11. A copy of this Ordinance and the staff report to this Ordinance have been filed with the California Building Standards Commission, showing the express findings justifying each of the local amendments made herein.

**SECTION 2:** Chapters 8.01, 8.04, 8.12, 8.16 and 8.18 of the Wildomar Municipal Code are repealed and readopted to read as follows and Chapter 8.05 and 8.06 are added:

**Chapter 8.01  
Wildomar Administrative Provisions**

**Sections:**

- |                 |                              |
|-----------------|------------------------------|
| <b>8.01.010</b> | <b>Hours of Construction</b> |
| <b>8.01.020</b> | <b>Rubbish and Debris</b>    |

**8.01.020 Hours of Construction.**

**Hours of Construction.** Any construction within the city located within one-fourth (1/4) mile from an occupied residence shall be permitted Monday through Saturday, except nationally recognized holidays, 6:30 am to 7:00 pm. There shall be no construction permitted on Sunday or nationally recognized holidays unless approval is obtained from the City Building Official or City Engineer.”

**8.01.030 Rubbish and Debris.**

**Rubbish and Debris** Every person who constructs, alters, adds to, rehabilitates, places or repairs any building structure or building service equipment is subject to the following provision relating to rubbish and debris:

1. **Collection and Disposal.** During the process of constructing a building or structure, the construction site and the general area around the site shall be kept clear of rubbish and debris that result from the construction activities. Rubbish and debris shall not be allowed to accumulate on or be blown from the site and shall be placed in inappropriate containers or removed from the construction site to an authorized disposal area. All containers shall be emptied periodically at an authorized disposal area so they will remain usable for the collection of rubbish and debris. When the building or structure is completed, a final cleanup of the site shall be conducted by the permittee.

2. **Inspections.** A permit holder shall not be entitled to, and no building inspector shall make an inspection of any phase of completed construction work, including the final inspection, if the construction site or general area thereof contains an accumulation of construction rubbish and debris. If a building inspector is unable to conduct a requested inspection because of an accumulation of rubbish and debris, a re-inspection fee may be assessed and required to be paid prior to a request for re-inspection is made. Failure to maintain a construction site clear of waste and other trash or debris, and in such a manner that is determined to constitute a health and safety hazard or constitutes a public nuisance, shall result in the issuance of a Stop Work order.

3. **Rubbish and debris for the purpose of this section, includes, but is not limited to, stub ends of cut lumber, broken lumber and other scrap wood, scrap cement and plaster, scrap metal, paper cartons, wrappings, and similar materials that result from the process of constructing a building or structure.”**

## **Chapter 8.04 Building Code**

### **Sections:**

<b>8.04.010</b>	<b>Building Code Adopted</b>
<b>8.04.020</b>	<b>Fees</b>
<b>8.04.030</b>	<b>Board of Appeals</b>
<b>8.04.040</b>	<b>Garage Requirements</b>
<b>8.04.050</b>	<b>Duct Penetrations</b>
<b>8.04.060</b>	<b>Fences</b>

### **Wildomar Building Code**

**8.04.010 Adoption by Reference-Building Code.** Except as hereinafter changed or modified, the 2010 California Building Code, along with Appendices C,G,H, I and K of that certain building code, as published by the California Building Standards Commission, are hereby adopted by reference and incorporated into this Title 8 of the

Wildomar Municipal Code. A copy of said California Building code, including the above-designated appendices, shall be on file in the office of the City Clerk.

**8.04.020 Fees.** Chapter 1, Section 1.8.4. Permit Fees, Applications and Inspections are amended by adding the following:

“On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid in accordance with the schedule as established by resolution of the City Council of the city of Wildomar.”

**8.04.030 Board of Appeals.** Chapter 1 Section 1.8.8.1 is hereby amended by adding the following:

**1.8.8.1 General.** In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Building Board of Appeals. The Building Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure. The Board shall adopt rules of procedure for conducting its business. In the event the City Council fails to appoint such a Board, the Planning Commission shall function as such.

**1.8.8. Board of Appeals.**\_\_Section 1.8.8 is further amended by adding the following:

**1.8.8.4 Limitations on Authority.** An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The Board shall have no authority to waive requirements of this code.

**1.8.8.5 Qualifications.** The Building Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the City. The Building Official shall act as secretary to the Board.

**1.8.8.6 Accessibility Appeals Board.** In order to conduct the hearings on written appeals regarding action taken by the building official and to ratify certain exempting actions of the building official in enforcing the accessibility requirements of Title 24 of the California Code of Regulations for privately-funded construction, to serve as an advisor to the building official on disabled access matters, and to make recommendations to the City Council on appeals of decisions made by the building official on City-funded buildings, there shall be an Accessibility Appeals Board. The Accessibility Appeals Board shall consist of five members. Two members of the Appeals Board shall be physically disabled persons, two members shall be persons experienced in construction, and one member shall be a public member. The Building Official shall act as Secretary to the Board. The members of the Accessibility Appeals Board shall be appointed by the City Council and shall hold office at its pleasure.

The Accessibility Appeals Board may approve or disapprove interpretations and enforcement actions taken by the Building Official. All such approvals or disapprovals

for privately funded construction shall be final and conclusive as to the Building Official in the absence of fraud or prejudicial abuse of discretion. The Board shall adopt regulations establishing procedural rules and criteria for the carrying out of its duties.

**8.04.030 Garage Requirements.** Chapter 4, Section 406.1.4, 1, is hereby amended to read as follows:

The private garage shall be separated from the dwelling unit and its attic by means of a minimum 5/8-inch (15.875mm) Type X Gypsum Board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than a 5/8-inch Type X Gypsum Board or equivalent. Door openings between a private garage and the dwelling unit shall be equipped with either solid wood doors or solid or honeycomb core steel doors not less than 1 3/8 inches (34.9mm) thick, or doors in compliance with Section 715.3. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Doors shall be self-closing and self-latching.”

**8.04.040 Duct Penetrations.** Chapter 4, Section 406.1.4, 2, is hereby amended to read as follows:

“Ducts in a private garage and ducts penetrating the walls or ceilings separating the dwelling unit from the garage shall be constructed of a minimum 0.019-inch (0.48mm) sheet steel and shall have no openings into the garage.

All penetrations shall be protected by an approved and listed one (1) hour rated material.”

**8.04.050 Fences.** Chapter 1, Section 105.2, 2, is hereby amended to read as follows:

“2. Fences not over six (6) feet high, masonry block walls less than three (3) feet high.”

## **Chapter 8.05 Residential Code**

### **8.05.010 Adoption of the California Residential Code**

Except as hereinafter modified or changed, the 2010 California Residential Code published by the California Building Standards Commission are hereby adopted by reference and incorporated into this Title 8 of the Wildomar Municipal Code.

A copy of said California Residential Code shall be on file in the office of the City Clerk.

## **Chapter 8.06 Green Building Code**

### **8.06.010 Adoption of the Green Building Standards Code**

Except as hereinafter modified or changed, the 2010 California Green Building Standards Code published by the California Building Standards Commission is hereby adopted by reference and incorporated into this Title 8 of the Wildomar Municipal Code.

A copy of said California Green Building Standards shall be on file in the office of the City Clerk.

## **Chapter 8.08 Electrical Code**

### **Sections:**

**8.08.010      Adoption of Electrical Code**

**8.08.020      Commercial Projects**

Except as hereinafter changed or modified, the 2010 California Electrical Code, Annexes A, B, C, G and H of that certain electrical code, as published by the California Building Standards Commission, are hereby adopted by reference and incorporated into this Title 8 of the Wildomar Municipal Code.

**8.08.020 Commercial Projects.** Annex H, Section 80.19 is hereby amended by adding subsection (3) which reads as follows:

“(3) For all commercial projects, a California Licensed Electrical Contractor shall be responsible for obtaining permits for electrical work performed.”

A copy of said California Electrical Code, including the above-designated appendix, shall be on file in the office of the City Clerk.

## **Chapter 8.12 Mechanical Code**

**8.12.010      Adoption of Mechanical Code**

Except as hereinafter changed or modified, the 2010 California Mechanical Code, and Appendix A, of that certain mechanical code known as published by the California Building Standards Commission, are hereby adopted by reference and incorporated into this Title 8 of the Wildomar Municipal Code.

A copy of said California Mechanical Code, including the above-designated appendices, shall be on file in the office of the City Clerk.

## **Chapter 8.16 Plumbing Code**

**8.16.010 Adoption of Plumbing Code**

Except as hereinafter changed or modified, the 2010 California Plumbing Code, and Appendices of that certain plumbing code as published by the California Building

Standards Commission, are hereby adopted by reference and incorporated into this Title 8 of the Wildomar Municipal Code.

A copy of said California Plumbing Code, including the above-designated appendices, shall be on file in the office of the City Clerk.

**Chapter 8.18  
Housing Code**

**8.18.010 Adoption of Housing Code**

Except as hereinafter modified or changed, the 1997 Uniform Housing Code published by the International Conference of Building Officials and adopted as reference in the State Housing Law, Title 25, of the California Code of Regulations, Division 1, is hereby adopted by reference and incorporated into this Title 8 of the Wildomar Municipal Code.

A copy of said Uniform Housing Code shall be on file in the office of the City Clerk.

**Title 8 Health and Safety  
Chapter 8.48 Automatic External Defibrillators (AED”s)**

The City Council finds determines and declares that:

- Where as: Approximately 294,000 out-of-hospital, sudden cardiac arrests (SCA) occur annually in the United States, and
- Where as: defibrillation or shock using an automated external defibrillator (AED) is the only effective therapy for SCA arrest; and
- Where as: for each minute that passes without cardiopulmonary resuscitation (CPR) and defibrillation, the chance of survival from SCA decreases 7% - 10%; and
- Where as: the survival rate from SCA in places where no CPR and defibrillation program is in place is only about 5%; and
- Where as: when AED programs provide immediate CPR and AED shock within the first minute of collapse, the survival rate from cardiac arrest is as high as 74%; and
- Where as: requiring AEDs in certain buildings will reduce emergency care response times, increase the chances of survival, and safeguard the lives of persons who experience SCA; and
- Where as: California has enacted a Good Samaritan Law that, subject to certain requirements, may limit the liability of one who renders emergency care via an AED.

**8.48.10 Findings, purpose and intent.**

- A. It is the purpose and intent of the City Council of the City of Wildomar through the adoption of this Chapter, to promote public health, safety, and welfare by improving emergency care response times to those suffering from sudden cardiac arrest (SCA), thereby improving chances of survival.

- B. The requirements of this Chapter are intended to provide for faster emergency response in large buildings, multi-story buildings, and/or buildings with large numbers of occupants where first responder access may be impeded due to building use, occupancy, location, layout, construction, or other reasons. This Chapter is not intended to create a new standard of care.

**8.48.20 Definitions**

Except as otherwise provided, for the purposes of this Chapter: Automated External Defibrillator or AED means "Automated External Defibrillator" or "AED" as defined in the California Code of Regulations, Title 22, Division 9, Chapter 1.8., Section 100033, which states "Automated External Defibrillator" or "AED" means an external defibrillator that after user activation is capable of cardiac rhythm analysis and will charge and deliver a shock, either automatically or by user interaction, after electronically detecting and assessing ventricular fibrillation or rapid ventricular tachycardia. AED shall also have the same meaning as "Automatic External Defibrillator" pursuant to Health and Safety Code section 1797.196.

**8.48.30 New Construction Requiring AEDs**

- A. Prior to issuance of a certificate of occupancy or approval of final inspection, AEDs shall be placed in all newly constructed buildings in the occupancy groups and with occupant loads in excess of that shown in Table 8.48.30. The occupant load shall be determined based on the occupant load factors in the California Building Code. Occupancy groups shall be determined based on Chapter 3 of the California Building Code.
- B. AEDs shall be conspicuously placed and readily accessible in the event of an emergency. AEDs shall be mounted such that the top of the AED is no more than five (5) feet above floor level.

**Table 8.48.30**

<b>Occupancy Group</b>	<b>Occupant Load</b>
Group A "Assembly"	300
Group B "Business"	300
Group E "Educational"	300
Group H "High Hazard"	300

Group I "Institutional"	300
Group M "Mercantile"	300
Group R "Residential" <sup>1</sup>	300
Group S "Storage" <sup>2</sup>	300
Group F "Factory"	300

1 Excluding single-family and multi-family dwelling units

2 Excluding parking garages

#### **8.48.40 Location of AEDs**

- A. When required pursuant to this Chapter, AEDs shall be located in buildings to optimally achieve a three minute response time to the person in need of emergency care using the AED.
- B. When required on every floor of a building pursuant to section 8.48.30 and Table 8.48.30, AEDs shall be located as follows:
  - (1) One AED shall be placed at the main entrance of every floor;
  - (2) AEDs shall be located on each floor such that the maximum length of travel measured from the most remote point on a floor to any AED, shall not exceed 300 feet; and
  - (3) AEDs shall be located on each floor such that the maximum length of travel between any two AEDs shall not exceed 600 feet.
- C. When not required on every floor of a building pursuant to section 8.48.30 and Table 8.48.30, AEDs shall be located as follows:
  - (1) One AED shall be placed at the main entrance of every floor required to have one or more AEDs; and
  - (2) AEDs shall be located such that the maximum length of vertical travel between any two AEDs on any two floors with an AED shall not exceed 450 feet.

#### **8.48.50 New Construction and Existing Building Owner/Tenant**

New construction tenant spaces and new construction occupancy buildings shall require an AED when exceeding the occupant load per Table 8.48.30. For existing buildings that have new tenants and/or owners shall require an AED when exceeding the occupant load per Table 8.48.30. For multi-tenant buildings an AED shall be placed in the common area on each floor when exceeding the occupant load per Table 8.48.30

for the entire building. More than one AED may be required per building based on Section 8.48.40 for spacing requirements.

#### **8.48.60 AED Installation, Repair, and Training Requirements**

For all newly constructed buildings that require AEDs pursuant to section 8.48.30 and Table 8.48.30, the building owner or principal (if in a K-12 school) shall ensure annual written certification of the AED is provided to the Fire Department verifying any AED required pursuant to this Chapter is in good working condition and has received necessary maintenance. The building owner or principal shall also ensure compliance with all requirements under state and federal law relating to AEDs and may ensure that the conditions for limits on liability under state law are met. Such requirements and conditions may include, but may not be limited to, the following:

- A. Registration of the AED, at the time it is acquired, with the City of Wildomar Fire Department and the Riverside County Emergency Medical Service (REMS) Agency including the existence, location, and type of AED;
- B. Written validation and prescription for use of the AED(s) is secured by trained individuals from a prescribing physician, which may be arranged through the American Heart Association;
- C. Training of at least one employee per every AED for the first five acquired and one employee for every five more AEDs acquired thereafter in cardiopulmonary resuscitation and AED use that complies with the California Code of Regulations and the American Heart Association or the American Red Cross standards;
- D. Trained employees made available to respond to an emergency during normal operating hours;
- E. Installation, maintenance, repair, testing, and readiness checks of each AED in accordance with the manufacturer's operation and maintenance guidelines, the American Heart Association, the American Red Cross, the California Code of Regulations, and all other applicable rules and regulations, including but not limited to, all regulations promulgated by the Federal Food and Drug Administration;
- F. Maintenance of records of employee training, installation, maintenance, repair, testing, and checking of the AED on the premises for a minimum of one year and readily available upon request by the Fire Department, Building Official, or other enforcement designee or agency;
- G. Upon rendering emergency care using the AED, activation of the Fire Department emergency 911 system as soon as possible and report of any use of the AED to the prescribing physician;
- H. Tenants annual receipt of an American Heart Association or American Red Cross approved brochure on the proper use of an AED also posted

next to all AEDs, and tenant notification of the location of all AEDs in the building;

- I. School staff and administrators annual receipt of an American Heart Association or American Red Cross approved brochure on the proper use of an AED also posted next to all AEDs, and notification of the location of all AEDs on campus; and
- J. Development of a written internal emergency response system and plan in coordination with a California licensed physician and surgeon describing the procedures to be followed in the event of an emergency that may involve the use of an AED, including but not limited to, immediate notification of the Fire Department and trained personnel at the start of AED procedures.

**8.48.60 Exemption for AEDs Used Solely for Demonstration Purposes**

Any AED used solely for demonstration or training purposes, which is not operational for emergency use, shall be exempt from the provisions of this Chapter. Any AED used solely for demonstration purposes shall be clearly marked on the exterior that it is for "DEMONSTRATION USE ONLY" and is "NOT FOR USE TO RENDER EMERGENCY CARE."

**8.48.70 Immunity and Sunset Provision for AED Requirements**

The provisions of this Chapter shall remain in effect until the sunset of Health and Safety Code section 1797.196 [Good Samaritan Law], which is currently set to expire January 1, 2013, at which time this Chapter shall be automatically repealed and removed from the Code. However, if the State Legislature extends or makes permanent the applicability of the Good Samaritan Law, the provisions of this Chapter shall be extended and remain in effect for as long as State immunity is provided.

**SECTION 3:** This ordinance shall become effective on January 7, 2011.

**PASSED, APPROVED AND ADOPTED** this 8th day of December, 2010.

\_\_\_\_\_  
Bridgette Moore  
Mayor

APPROVED AS TO FORM:

ATTEST:

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

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

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.1**  
**GENERAL BUSINESS**  
**Meeting Date: December 8, 2010**

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**TO:** Mayor and City Council  
**FROM:** Frank Oviedo, City Manager  
**SUBJECT:** Save Our Parks Update

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council:

1. Receive Update Report; and
2. Authorize the City Manager to sign all required documents to engage Albert A. Webb Associates to assist with the Formation of a Community Services District.

**DISCUSSION:**

At the November 16, 2010 Blue Ribbon meeting five (5) subcommittees were formed.

**Blue Ribbon Logo:** Chair John Lloyd

**Education:** Co-chairs, Irene Gallegos, Tracy Lobo, and George Taylor

**Sponsorship:** Henry Silvestre

**Utilities:** Co Chairs, Susan Lane and John Lloyd

**Cost Cutting and Park Closures:** Gary Nordquist and Paula Willette

At the November 30, 2010 Blue Ribbon Committee meeting, the nine members present and two City staff reviewed the three responses to the City issued Request for Proposal for Assessment District Formation Services. The sum of the individual ratings by each committee member provide for a unanimous recommendation for Alberta A. Webb Associates to assist the City with future park funding techniques and expertise. The estimated cost for these services is \$23,300, based on a polling booth ballot election in June 2011. Additional costs may occur if the City requests services not include in the original proposed scope of services for forming a Community Facilities District.

Additional discussion at the meeting focused on Logos/Brands for the Save Our Parks program. Over 15 images were revealed. After discussion, the recommendation was to further refine the submittals. This will be address at the next meeting.

The next Committee meeting is scheduled for December 14, 2010.

**Fund Raising Efforts: \$9,201.72**

Since, the last SOP Report to City Council the following events have occurred:

- Guadalajara Mexican Restaurant in Lake Elsinore donated 20% of their proceeds from Monday, November 22 dinners.
- Every Wednesday during the month of November at Submarina 20% of the proceeds were donated to parks if you mentioned "Parks" at the time of your order. The amount raised was \$500.
- Bracelets inscribed with "Save Our Parks" are available at City Hall for a donation of \$3.00 for one bracelet or 4 bracelets for \$10.00 continue to sell.

Upcoming events are:

- On December 10 at the City Open House a couple of vendors will be selling their merchandise and donating a portion of their proceeds.
- December 18 Breakfast with Santa, Kailee will be selling hot chocolate and resident Kat Ellis will be taking pictures with Santa with all proceeds being donated to SOP.
- December 18 Salon Silque in Lake Elsinore is doing a cut a thon from noon-3pm. Salon Silque is located at 29997 Canyon Hills Rd, Lake Elsinore off of Railroad Canyon.
- Henry Silvestre is planning a special New Year's Eve party on December 31 in conjunction with a professional BBQ event. Limited tickets are currently on sale for \$100 of which \$70 will come back to parks.
- Wildomar Rotary will be taking reservations for family bowling and a poker tournament to be held at Brunswick Bowl in Murrieta on the evening of February 5. All proceeds will be donated to SOP.

Additional updates, not ready at the time of this reports release, will also be present by staff at the City Council meeting.

Submitted and Approved by:

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Frank Oviedo  
City Manager

Attachments: (A) Blue Ribbon Committee Meeting Agendas

# **Attachment "A"**

## **Blue Ribbon Committee Meetings November 16, 2010 November 30, 2010 Agendas**

City of Wildomar

## **Save Our Parks**

Blue Ribbon Committee

Meeting No. 4 November 16, 2010

### **Agenda**

1. Opening Remarks... John Lloyd Chairperson
2. Minutes Review Approval
3. Logo
4. Funding and Event Updates.... Paula Willette
  - a. Calendar of events
    - i. New Year's Eve – Henry Selvestre – Tom's Farm
    - ii. Bingo Night – Wildomar Community Council – Elks Lodge - January 23, 12pm
    - iii. Bowling – Rotary – Brunswick Bowl, Murrieta – Date to be determined
5. Park Funding NOW
  - a. Funding Ideas
  - b. Cost Cutting Ideas
6. Committees
  - a. Fundraising events
  - b. Logo
  - c. Educational
7. Roundtable
8. Next Meeting...Tuesday November 30<sup>th</sup>, 7pm

City of Wildomar

## **Save Our Parks**

Blue Ribbon Committee

Meeting No. 5 November 30, 2010

### **Agenda**

1. Opening Remarks... John Lloyd Chairperson
2. Minutes Review Approval
3. Funding and Event Updates.... Paula Willette
  - a. Calendar of events
    - i. New Year's Eve – Henry Selvestre – Site update
    - ii. Bingo Night – Wildomar Community Council – Elks Lodge - January 23, 12pm
    - iii. Bowling – Rotary – Brunswick Bowl, Murrieta – Date to be determined
4. Review Proposals and Select Engineering Firm for new Assessment
5. Committee Updates
  - a. Fundraising / Events – Chair, Tim Underdown
  - b. Save our Parks Logo – Chair, John Lloyd
  - c. Education – Co-Chairs, Irene Gallegos & Tracy Lobo
  - d. Sponsorship – Henry Selvestre
  - e. Utility – Co-Chairs, John Lloyd and Susan Lane
  - f. Cost Cutting & Park Closures – Gary Nordquist and Paula Willette
6. Roundtable
7. Next Meeting...Tuesday December 14, 7pm

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.2**  
**GENERAL BUSINESS**  
**Meeting Date: December 8, 2010**

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**TO:** Mayor and City Council  
**FROM:** Gary Nordquist, Assistant City Manager  
**SUBJECT:** FY 2010/11 COPS Grant Program

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution entitled:

RESOLUTION NO. 2010 - \_\_\_\_\_  
A RESOLUTION OF THE COUNCIL OF THE CITY OF WILDOMAR RECOMMENDING  
THE USE OF \$100,000 FROM THE 2010-11 STATE BUDGET TO PROVIDE  
FUNDING ADDITIONAL PUBLIC SAFETY PERSONNEL

**BACKGROUND:**

The California Supplemental Law Enforcement Services Fund (SLESF) program, also known as the Citizens Option for Public Safety (COPS) grant, has provided annual funding to cities for the delivery of front line law enforcement services that are not already funded (or are underfunded) by the local jurisdiction. State law requires that these funds be appropriated pursuant to a written request from the Chief of Police to the City Council and the request must be considered separate and apart from any proposed Law enforcement allocations from the General Fund.

**DISCUSSION**

The City has received a letter from the Chief of Police and it is recommended that the grant funds be used to provide additional service hours above the 70 hours a day currently called for in the FY 2010-2011 Contract. The 70 hours a day is not an optimum staffing level. Based on current activity, Wildomar Police Department officers are directly supported by County resources on an average of two hours a day. These hours are billed to the City and would largely be covered by the SLESF funding.

**FISCAL IMPACT**

The \$100,000 from the SLESF Program would be added to the City budget as would the cost of additional police services. The action would take place when the City is notified of the grant award and the budget would be amended during a public hearing.

2010-11 SLESF Expenditure Plan  
\$90,855 Salary and Benefits for 740.5 Total Deputy Hours  
\$ 9,145 for 9,940 miles of vehicle usage  
\$100,000 Total Expenditure

**ALTERNATIVES**

1. Do not approve the use of 2010-11 SLESF funds for additional service hours. This alternative is not recommended. The SLESF funds are allocated by the State to local jurisdictions for the provision of front-line law enforcement services
2. Utilize the SLESF funds for another law enforcement purpose. Council could direct staff to explore other uses for the State funds, such as other police positions. Staff does not recommend changing this given the current level police service hours.

Submitted by:

Approved by:

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Gary Nordquist  
Assistant City Manager

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Frank Oviedo  
City Manager

**ATTACHMENTS:**

Resolution No. 2010 - \_\_\_\_\_

**RESOLUTION NO. 2010 - \_\_\_\_\_**  
**A RESOLUTION OF THE COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA,**  
**RECOMMENDING THE USE OF \$100,000 FROM THE 2010-11 STATE BUDGET TO**  
**PROVIDE FUNDING ADDITIONAL PUBLIC SAFETY PERSONNEL**

**WHEREAS**, the adoption of the 2010-11 State budget, includes continuation of AB 1913 which established the Supplemental Local Law Enforcement Fund; and

**WHEREAS**, AB 1913 appropriated \$100 million to supplement local law Enforcement budgets; and

**WHEREAS**, the City of Wildomar has been designated to receive \$100,000 from the 2010-11 California State budget as granted under AB 1913; and

**WHEREAS**, the funds may be applied to projects and front line municipal police Services which are in existing budgets but are under-funded; and

**WHEREAS**, a public meeting was held on December 8, 2010, to hear Input on the recommendations for the use of these funds.

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the City of Wildomar Approves the use of such funds for when received from the 2010-11 California State budget to assist in funding Public Safety personnel, and authorizes the Chief of Police to execute any grant related documents.

**PASSED, APPROVED, AND ADOPTED** this 8th day of December, 2010.

\_\_\_\_\_  
Bridgette Moore  
Mayor

APPROVED AS TO FORM:

ATTEST:

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

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

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.3**  
**GENERAL BUSINESS**  
**Meeting Date: December 8, 2010**

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**TO:** Mayor and City Council  
**FROM:** Gary Nordquist, Assistant City Manager  
**SUBJECT:** Part-Time Staff/Intern Positions

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends the City Council add the part time positions for Student/Intern and Office Assistant to the City's Table of Organization and approve the hiring of the positions of Student/Intern and Office Assistant on an as need and funded basis.

**BACKGROUND/DISCUION**

Given the current economic conditions of the City, fulfilling the envisioned staffing plan has been delayed and the reliance on contract and part-time personal will continue as the most cost effective method for operations. Occasionally, city staff has had the need for part-time, temporary work assistance and project defined work which could be accomplished by the use of part-time or student/intern personnel. As a cost reduction measure, the City would save money by hiring the staff for limited periods of time rather than using outside agencies.

**FISCAL IMPACT**

The hourly rate ranges for the positions are:

Office Assistant: \$9.00 to \$15.00 per hour.

Student/Intern: \$ minimum wage to \$12.00, Project Stipend or per non-compensation Educational organization requirements.

There is no fiscal impact as existing budgeted funds would be used for temporary assistance

Submitted by:

Approved by:

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Gary Nordquist  
Assistant City Manager

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Frank Oviedo  
City Manager

**ATTACHMENTS**

- A. Position Description : Student/Intern
- B. Position Description : Office Assistant

Attachment  
A  
Student / Intern

# The City of Wildomar

## CLASSIFICATION DESCRIPTION

Class Title: **Student Intern** (part time, less than 34 hours per week)

Department: **Various**

Effective: December 8, 2010

Compensation Range: \$ minimum wage to \$12.00/hour, Project Stipend or Work Experience

### 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

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

2. **Ability to:** 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.

### TRAINING, EDUCATION AND EXPERIENCE

College senior 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

### Special Requirements

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

### 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: City Manager

**Attachment  
B  
Office Assistant**

## The City of Wildomar

### CLASSIFICATION DESCRIPTION

Class Title: **Office Assistant** (part time, less than 34 hours per week)

Department: **Various**

Effective: December 8, 2010

Compensation Range: \$9.00/hour to \$14.00/hour

#### GENERAL PURPOSE

Under general supervision, this position provides general office and clerical assistance; performs a variety of duties auxiliary to the work of the Department; and performs related work as required.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

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

Screens office and telephone calls, handling matters not requiring managerial or professional attention; makes appointments, schedules meetings, contacts agencies to exchange information.

Types a variety of reports and correspondence from rough draft, assists in compiling data and finalizing reports; composes routine administrative correspondence; prepares meeting minutes; compiles data from files for statistical surveys.

Supports manager by performing routine administrative, and preparing requisitions and purchase orders; assists in preparation of annual budget summarizing prior costs and contracts.

#### EMPLOYMENT STANDARDS

##### Knowledge of:

English usage, grammar, spelling, and punctuation; record keeping methods; filing systems; administrative procedures and City functions; business correspondences; data entry and word processing applications.

##### Ability to:

Perform general office and clerical work involving independent judgment; establish and maintain working relationships with staff and community; keyboard at the rate of 45 words per minute net; operate MSword, Excel and other MS Office suite software.

## **DESIRED MINIMUM QUALIFICATIONS**

### **Education and Experience**

Three years of progressively responsible office experience or any combination of training and/or experience that could likely provide the desired knowledge and abilities. A high school graduate or equivalent supplemented with professional training in office services.

### **Special Requirements**

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

### **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: City Manager

**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.4**  
**GENERAL BUSINESS**  
**Meeting Date: December 8, 2010**

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**TO:** Mayor and City Council

**FROM:** Frank Oviedo, City Manager

**SUBJECT:** Animal Shelter Membership Agreement for the Southwest Communities Financing Authority

**STAFF REPORT**

**RECOMMENDATION:**

That the City Council adopt the Third Amended and Restated Joint Powers Agreement between the County of Riverside, City of Canyon Lake, City of Lake Elsinore, City of Murrieta, City of Temecula, and the City of Wildomar, creating the Southwest Communities Financing Authority (Animal Shelter) and approve a Sublease Agreement as a member of the Authority for the Animal Shelter.

**BACKGROUND:**

In March of this year the City Council formed an Ad Hoc Subcommittee to evaluate the City of Wildomar's potential membership on the Southwest Communities Financing Authority (SCFA). The Committee is made up of Mayor Bridgette Moore and Councilman Bob Cashman. The Ad Hoc Committee met with a subcommittee of the SCFA with Board Chair Maryann Edwards of Temecula and Board Member Doug McAllister of Murrieta.

The timeline of meetings that have led to the recommendation tonight include the following:

- **March 10, 2010** City of Wildomar Ad Hoc Subcommittee formed to evaluate the City's potential membership on the SCFA.
- **June 2, 2010** City of Wildomar Ad Hoc Committee meets with Subcommittee of the SCFA Board to begin evaluation for joining the SCFA.
- **July 15, 2010** City of Wildomar Ad Hoc Subcommittee meets again to finalize negotiations for joining the SCFA
- **September 8, 2010** City of Wildomar Ad Hoc Subcommittee presents deal points and makes recommendation to the City Council. City Council votes to accept the deal points on the condition that they are accepted by the SCFA Board

- **September 9, 2010** SCFA Board meets and accepts the deal points from the City of Wildomar

The deal points as adopted by the City Council at the September 8, 2010 meeting are outlined below:

1. Based on percentage of usage (12.4%), Annual Debt /Lease Payment will be \$142,700 per year.
2. The County's annual administrative fee of \$5,000 per year is waived.
3. The annual Housing costs (shelter operations); based on usage will be \$108,646 per year.
4. County Credit Enhancement Fees of \$33,965 will be credited as a loan to the City.
5. Municipal Services Fiscal Impact Fee will be credited to the City of Wildomar from the first \$6,000 annually generated from the facility.
6. The City agrees increasing animal license fees (estimated at \$17,345).
7. Animal Field Services hours will be reduced and agrees to pay \$75,000 annually.
8. Revenues of \$82,250 will be retained by Animal Friends of the Valley to be used to offset operations annually.
9. Indemnify the City of Wildomar for all past actions.
10. Within 1 year, review the cost allocation methodology.

The SCFA Board agreed to all the conditions at their September 9, 2010 Board meeting. Both Mayor Bridgette Moore and the City Manager were in attendance.

The agreement as presented in this agenda item deals specifically with the addition of Wildomar as a member of the SCFA. Appropriately the only item above that is incorporated into the membership agreement is the indemnification of all past actions related to decisions made to plan and construct the Animal Shelter. This was a key factor in joining the SCFA.

As a member, the City of Wildomar is accepting the agreement to be a full fledged member acting on the City's behalf concerning the fiscal obligations of the Authority, namely the Animal Shelter. And as previously mentioned the other nine items were accepted by the Board as part of their action taken at the September 9, 2010 meeting.

Given the above timeline and actions taken by both the City and the SCFA Board the Ad Hoc Subcommittee is recommending the City Council adopt the Third Amended and

Restated Joint Powers Agreement between the County of Riverside, The City of Canyon Lake, City of Lake Elsinore, City of Murrieta, City of Temecula, and the City of Wildomar, creating the Southwest Communities Financing Authority (Animal Shelter).

Additionally, as a new member of the SCFA Board, the City of Wildomar will also have to approve a Sub-lease Agreement with the County of Riverside for use of the Animal Shelter. The arrangement allows the County of Riverside to Sub-lease to all the member agencies since the original agreement to use the property for the shelter is between Animal Friends of the Valley and Riverside County.

**FISCAL IMPACT:**

The annual costs of the Debt /Lease Payment, Housing Costs, and Field Services the City will be paying a combined total of \$186,756 for Animal Control Services. This amount includes reductions in services, credits, and loans totaling \$144,590 as negotiated by the City's Ad Hoc Subcommittee.

Submitted and Approved by:

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Frank Oviedo  
City Manager

**ATTACHMENTS:**

SCFA Joint Powers Agreement  
Revised JPA Boundaries Map  
SCFA Sub-Lease Agreement

**THIRD AMENDED AND RESTATED JOINT POWERS AGREEMENT  
BETWEEN THE COUNTY OF RIVERSIDE AND  
THE CITY OF CANYON LAKE;  
THE CITY OF LAKE ELSINORE;  
THE CITY OF MURRIETA;  
THE CITY OF TEMECULA; AND  
THE CITY OF WILDOMAR;  
CREATING THE  
SOUTHWEST COMMUNITIES FINANCING AUTHORITY  
(Animal Shelter)**

This third amended and restated Joint Powers Agreement, is made and entered into this \_\_\_ day of \_\_\_\_\_ 2010, by and between the County of Riverside (hereafter referred to as “COUNTY”), and the City of Canyon Lake (“Canyon Lake”); City of Lake Elsinore (“Lake Elsinore”); City of Murrieta (“Murrieta”); City of Temecula (“Temecula”); and City of Wildomar (“Wildomar”), collectively the “Cities” each body being a body corporate and politic of the State of California, or public entities or agencies of the State of California;

**RECITALS:**

WHEREAS, COUNTY and Canyon Lake; Lake Elsinore; Murrieta; Temecula; and Wildomar have mutual interests in joining together to develop within the geographic area common to all parties, a plan or program to construct and operate an animal shelter located within the geographic boundaries as attached hereto in Attachment A-1, in compliance with State laws and regulations; and

WHEREAS, it is the interest and desire of the parties to enter into a Joint Powers Agreement to establish SCFA as a public entity, separate and apart from the parties hereto, as hereinafter described and set forth, which entity shall then set about the task of accomplishing the purpose of this Joint Powers Agreement in a manner most capable of promoting the greatest public good and welfare; and

WHEREAS, the parties hereto are each empowered by law to provide for the animal shelter needs to eligible residents of each entities either directly, or by contract or similar arrangement;

NOW, THEREFORE, in consideration of the above recitals, of the mutual promises and agreements herein contained and for other valuable consideration, the parties hereto agree as follows:

**SECTION 1. PURPOSE**

This Joint Powers Agreement (hereinafter referred to as “Agreement”) is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, (hereinafter referred to as the “Act”) for the express purpose of constructing, and housing animals, also known as operating an animal shelter, to serve residents of the parties hereof. Additionally, this Agreement shall permit the financing of public capital improvements and those purposes permitted under the Marks-Roos Local Bond Pooling Act of 1985, being Article 4, Chapter 5, Division 7 of Title 1 (commencing with Section 6584) of the California Government Code (the “Bond Law”). It is the intent of this Agreement that none of the decisions regarding field service boundaries or levels of service for animal control for each of the member entities shall be affected by the creation of this JPA, or by membership in this JPA.

The purpose of this Agreement shall be accomplished and the common powers of the parties hereto exercised in the manner hereinafter set forth.

**SECTION 2. CREATION OF AUTHORITY**

Pursuant to the Act and the Bond Law, there is hereby created a public entity to be known as the Southwest Communities Financing Authority (“SCFA”). SCFA shall be a public entity, separate and apart from the parties hereto, and as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purpose of this Agreement.

///

### **SECTION 3. TERM**

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated as provided in Section 4. below.

### **SECTION 4. TERMINATION AND AMENDMENTS**

(a) The parties hereto may amend this Agreement by mutual written consent.

(b) The parties hereto may terminate their participation in the Joint Powers Authority, and this Agreement as provided herein.

(c) If SCFA has incurred no obligations each party may terminate this Agreement by giving not less than sixty (60) days written notice thereof to the all other parties.

(d) If SCFA has acquired any indebtedness, fiscal obligation, and/or any property, each party hereto may terminate this Agreement by giving twelve (12) months written notice thereof to all other parties subject to the provisions of Sections 4(e) and 4(f) herein.

(e) This Agreement cannot be terminated until all forms of indebtedness, and/or fiscal obligation incurred by SCFA have been paid, or adequate provision for such payment shall have been made.

(f) In the event the Agreement is terminated, any property acquired by SCFA from the effective date of this Agreement, including but not limited to money, shall be divided and distributed between the parties in proportion to the contributions made, including contributions made as provided in Section 10 below, unless otherwise required by law.

### **SECTION 5. POWERS AND DUTIES OF SCFA**

SCFA shall have the powers common to the parties to this Agreement to:

(a) Exercise those powers enumerated in the Act and Bond Law as the same as now exists or as may hereinafter be amended:

(b) Do all acts necessary or convenient to the exercise of the foregoing and to accomplish the purposes of this Agreement, including but not necessarily limited to the following:

(1) to make and execute all contracts, agreements, and documents including, without limitation, agreements with any of the parties to this Agreement, other local governments, agencies or departments, the State of California, the United States of America, or agencies thereof, or any entity, person or corporation of any kind or nature whatever;

(2) to employ agents, servants and employees;

(3) to acquire, hold and dispose of property, both real and personal;

(4) to acquire, construct, maintain, manage, operate and lease buildings, works and improvements;

(5) to accept gifts;

(6) to sue and be sued in its own name;

(7) to apply for and receive any available federal, State and/or local grants;

(8) to employ legal counsel;

(9) to employ consultants;

(10) to adopt a budget;

(11) to incur debts, liabilities and obligations;

(12) to establish a treasury for the deposit and disbursement of funds and monies, according to the policies and procedures set forth in this Agreement;

(13) to invest any money held in the treasury that is not required for immediate necessities of SCFA, as SCFA determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 52601 of the California Government Code.

(14) to issue bonds and other evidences of indebtedness for the construction of an animal shelter, and the consent of the Governing Board of each member to participation in this Joint Powers Authority shall be deemed consent for the issuance of bonds by SCFA, as required under California Government Code Sections 6500 et seq. and the Bond Law.

The listing of the above acts is not intended to indicate any priority of one act over another. Nor is such listing intended to be inclusive, and other acts may be done in the accomplishment of the purposes of this Agreement as are authorized. One or several acts may take place concurrently or in sequence.

## **SECTION 6. CREATION OF THE BOARD OF DIRECTORS**

(a) Creation of the Board of Directors. In order to effectuate the purposes of this Agreement as set forth herein, SCFA shall be governed by a Board of Directors (hereinafter called the “Board”), and all of the powers of SCFA shall be exercised by the Board.

(b) Membership. The Board shall be composed of the following members:

- (1) One (1) member of the Board of Supervisors of Riverside County;
- (2) One (1) member of the City Council of the City of Canyon Lake;
- (3) One (1) member of the City Council of the City of Lake Elsinore;
- (4) One (1) member of the City Council of the City of Murrieta;
- (5) One (1) member of the City Council of the City of Temecula;
- (6) One (1) member of the City Council of the City of Wildomar.

(c) Designation of Members. Members shall serve on the Board during the term for which they are a member of the Board of Supervisors, or a member of the City Council from which they are appointed. A member’s position on the Board shall automatically terminate if the term of the elected public office of such member is terminated.

(d) Reimbursement. The Board may provide for reimbursement of reasonable expenses incurred in connection with a member's service on the Board.

(e) Quorum and Transaction of Business. Four (4) members of the Board shall constitute a quorum. A vote of four (4) of the members present shall be required to take action, except for adjournment of a meeting which shall require only a majority of those present. No proxy or absentee voting shall be permitted.

(f) Meetings. The Board shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by formal action of the Board. The Board shall hold at least one (1) regular meeting every calendar year. Special meetings and adjourned meetings may be held as required or permitted by applicable law.

(g) Ralph M. Brown Act. All meetings of the Board, including, without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

(h) Rules. The Board may adopt, from time to time, such rules and regulations for the conduct of its meetings and activities as it may deem necessary. In the absence of specific rules for SCFA meetings, the rules of the Board of Supervisors shall be applicable for the conduct of meetings of SCFA.

## **SECTION 7. FISCAL OBLIGATIONS OF THE PARTIES**

It is the intent of the parties as members of SCFA that the following fiscal obligations shall be agreed upon for all parties to this Agreement:

(a) Debt repayment of any bonds issued by SCFA – shall be paid by each party based on the percentage of animals housed at the facility, on an annual basis.

(b) Administration costs of the SCFA – includes, but not limited to the following items: stipends, legal fees, audit, costs, administrative fee, mileage reimbursement – shall be borne equally by each party.

(c) Operation of animal shelter – shall be paid by each party based on the percentage of animals housed at the facility, on an annual basis.

(d) Determination of the percentages for sub-sections (a) and (c) shall be made on an annual basis in January based on the usage information received for the preceding calendar year. The percentages shall be designated for calculation starting July 1<sup>st</sup> of that same calendar year. No party shall divert any animals within its custody, care or control, including those held on behalf of a party under contracted services with an animal control or humane society provider, that are located within the SCFA's geographic boundaries (as reflected in attached Attachment A-1) from being housed at SCFA's animal shelter facility contemplated under this Agreement unless said facility lacks the capacity to accept the animal(s) in question or where the SCFA has granted express written consent for the animal(s) in question to be diverted to another animal shelter facility.

(e) Annexations of any area by any party shall result in that party assuming fiscal responsibility for the area annexed. The additional annexation shall result in a re-calculation of percentages of (a) and (c).

(f) Incorporation of any geographic area served by SCFA, and in the event of the new city not joining as a member in SCFA, COUNTY shall reserve the ability to contract directly with the new city for animal services.

(g) Any party withdrawing from SCFA agrees to payment of the current percentage of the following:

(i) After the issuance of bonds, the party agrees to payment of the party's current percentage of the amount of the outstanding bonds.

(ii) Any unpaid portion of the administrative costs of SCFA, calculated up to the effective date of termination of participation in SCFA of the party.

(iii) Any unpaid portion of the operation costs of the animal shelter, calculated up to the effective date of termination of participation in SCFA of the party.

## **SECTION 8. OFFICERS AND EMPLOYEES**

(a) Chairperson and Vice Chairperson. The Board may select a chairperson and a vice chairperson from among its members at its first meeting, and annually thereafter. The term of the Chairperson and Vice Chairperson, when selected in this manner, shall be for one (1) year.

In the event that the Chairperson or Vice Chairperson so elected resigned from such office or ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board. In the absence or inability of the Chairperson to act, the Vice Chairperson shall act as Chairperson. The Chairperson, or in the Chairperson's absence, the Vice Chairperson, shall preside at and conduct all meetings of the Board.

(b) Treasurer. The Treasurer of the County of Riverside shall be and shall act as the Treasurer of SCFA. The Treasurer shall have the custody of SCFA's money and disburse SCFA funds pursuant to the accounting procedures of the County of Riverside. The Treasurer shall assume the duties described in Section 6505.5 of the California Government Code, namely: receive and receipt for all money of SCFA (with the exception of any bond proceeds which shall be deposited with the Trustee bank) and place it in the Treasury of the Treasurer to the credit of SCFA; be responsible upon an official bond as prescribed by the Board for the safekeeping and disbursement of all Agency money so held; pay, when due, out of money of SCFA so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by SCFA or the Board; verify and report in writing in conjunction with the annual audit of SCFA and to the parties to this Agreement the amount of money held for SCFA, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the Board.

Any and all funds of the SCFA shall not be commingled with any other funds held by the Treasurer.

(c) Controller. The Auditor/Controller of the County of Riverside shall be the Controller of SCFA. The Controller shall draw warrants to pay demands against SCFA when such demands have been approved by the Board or by any other person authorized to so approve such by this Agreement or by resolution of the Board. The Controller shall perform such duties as are set forth in this Agreement and such other duties as are specified by the Board.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices. The books and records of SCFA in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the parties to this Agreement.

(d) Program Administrator. The Executive Officer for the County of Riverside, or designee, shall be the Program Administrator for SCFA. The Program Administrator, or designee, shall direct the day-to-day operation of SCFA. The Program Administrator shall serve subject to the Board's policies, rules, regulations and instructions, and shall have the powers described in this Agreement and those delegated and assigned by the Board, including, without limitation:

- (1) to appoint, remove and transfer employees of SCFA, including management level officers, subject to the conditions of employment of these individuals as employees of SCFA, except for the Treasurer, Controller and Attorney of SCFA and such others as the Board may designate;
- (2) to enforce all orders, rules and regulations adopted by the Board relating to the regulation, operation, or control of funds, facilities, properties and apparatus of SCFA;
- (3) to authorize expenditures whenever the Board shall have approved and authorized any work, improvement or task and shall have budgeted or appropriated the necessary money therefore;
- (4) to have custody of and accountability for all property of SCFA except money;

(5) The Program Administrator, with the approval of the Board, shall contract with an independent certified public accountant or firm or certified public accountants to make an annual audit of the accounts and records of SCFA, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the parties to this Agreement. Such annual audit and written report shall comply with the requirements of Section 6505 of the California Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a charge against funds of SCFA available for such purpose. The Board, by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

(e) Assistant Program Administrator. The Board may appoint an Assistant Program Administrator, who shall be a person employed by any member agency of SCFA other than the County of Riverside, who is assigned to such duties for SCFA. The Assistant Program Administrator shall, with the consent of the Program Administrator, assist the Program Administrator in carrying out the direction of the day-to-day operation of SCFA. The Assistant Program Administrator shall serve subject to the Board's policies, rules, regulations and instructions, and shall have the powers described in this Agreement pertaining to the position of Program Administrator and those delegated and assigned by the Board.

(f) Consultants. Subject to the availability of funds, the Board may employ such consultants, advisors and independent contractors as are deemed necessary and desirable in implementing and carrying out the purposes of this Agreement.

(g) Attorney for SCFA. The offices of the Riverside County Counsel, or counsel as retained directly by SCFA shall be the attorneys for SCFA. The Board may employ by contract or otherwise, specialty counsel.

**SECTION 9. EXECUTIVE MANAGEMENT COMMITTEE**

There shall be an Executive Management Committee established consisting of the County Executive Officer, or designee of COUNTY, and City Managers, or designees of CANYON LAKE, LAKE ELSINORE, MURRIETA, TEMECULA, WILDOMAR and any other member city who may join SCFA. The Executive Management Committee shall meet as necessary to review the operations and business of SCFA.

**SECTION 10. REIMBURSEMENT**

Officers and employees of the parties (excepting members of the Board) designated in this Agreement to provide services for SCFA shall be reimbursed by SCFA for their actual costs of providing such services. In addition, additional services provided by officers and employees of the parties pursuant to contracts with SCFA shall be reimbursed as provided by the contracts. All reimbursements by SCFA shall be made after receiving an itemized billing for services rendered.

**SECTION 11. FISCAL YEAR**

The fiscal year of SCFA shall be the period commencing July 1 of each year and ending on and including the following June 30.

**SECTION 12. CONTRIBUTIONS BY THE PARTIES**

The parties to this Agreement may provide contributions in the form of public funds and/or in-kind services, equipment, furnishings, office space and other kinds of property which may be reasonably necessary for SCFA to accomplish the purposes of this Agreement.

### **SECTION 13. EMPLOYEES OF SCFA**

(a) Riverside County Employees There shall be no individuals directly employed by SCFA.

“Employees” for the purposes of indemnification and defense provisions herein shall mean all persons employed by Riverside County, or any member agency, and assigned to duties for SCFA.

(b) Indemnification and Defense of Employees

(1) With respect to any civil claim or action against any Director, Officer, Employee, Board Member, Committee Member, or a person who formerly occupied such position, for an injury arising out of an act or omission occurring within the scope of such person’s duties, SCFA shall indemnify, hold harmless and defend such person to the full extent permitted or required under applicable sections of the California Government Code.

(2) Nothing herein shall be construed to require SCFA to indemnify and hold harmless any Director, Officer, Employee, Board Member, Committee Member, or a person who formerly occupied such position, if SCFA has elected to conduct the defense of such person(s) pursuant to an agreement reserving SCFA’s rights not to pay a judgment, compromise or settlement until it is established that the injury arose out of an act or omission occurring within the scope of his or her duties with SCFA.

(3) Nothing herein shall be construed to require the SCFA to indemnify, or to provide a defense for any Director, Officer, Employee, Board Member, Committee Member, or a person who formerly occupied such position where the individual has acted in an illegal, willful or intentionally negligent manner giving rise to the claim, or litigation.

(4) The following definitions shall apply to SCFA:

(i) “Directors” shall include the following: Members of the Governing Board of Directors of SCFA, Program Administrator, and the Assistant Program Administrator.

(ii) “Officers” shall include all individuals who are defined in “Directors” herein, the Treasurer, Controller, and Attorney(s) for SCFA as defined herein.

(iii) “Employees” shall mean all persons employed by Riverside County, or any other member agency, and assigned to duties for SCFA.

(iv) “Committee Members” shall mean all persons appointed by the Governing Board to any advisory committee or committees of SCFA, all persons appointed by the Program Administrator to any advisory committee or committees of SCFA.

#### **SECTION 14. LIABILITIES**

SCFA shall account separately for all funds collected or disbursed for each party to this Agreement. It is the intent of the parties, to the extent permitted by law, that the liabilities of each party for the animal shelter services provided to that party’s members shall not become a liability of any other party to this Agreement.

The debts, liabilities and obligations of SCFA shall be the debts, liabilities and obligations of SCFA alone, and not of the parties to this Agreement.

SCFA shall indemnify, defend and hold harmless each party to this Agreement from and against any and all liabilities, debts, claims, demands or costs (including but not limited to attorney’s fees) arising, or alleged to arise as a result of SCFA’s operation or failure to operate. Moreover, to the extent permitted by law, SCFA shall indemnify, defend and hold harmless the City of Wildomar from and against any and all liabilities, debts, claims, demands or costs (including but not limited to attorney’s fees) which arose, or are alleged to have arisen as a result of any liabilities, debts, claims, demands or costs (including but not limited to attorney’s fees) incurred by SCFA on a date prior to Wildomar’s formal admission as a SCFA member agency as based upon the date of final approval of the third amended and restated Joint Powers Agreement by all parties to this Agreement.

## **SECTION 15. NOTICES**

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or upon deposit into the U.S. Mail, first class, postage prepaid to:

### **RIVERSIDE COUNTY**

Executive Office  
County Administrative Center  
4080 Lemon Street, 4<sup>th</sup> Floor  
Riverside, CA 92501

Attn: Deputy County Executive Officer - Finance

### **CITY OF CANYON LAKE**

31516 Railroad Canyon Road  
Canyon Lake, CA 92587

Attn: City Manager

### **CITY OF LAKE ELSINORE**

130 South Main Street  
Lake Elsinore, CA 92530

Attn: City Manager

### **CITY OF MURRIETA**

24601 Jefferson Avenue  
Murrieta, CA 92562

Attn: City Manager

### **CITY OF TEMECULA**

43200 Business Park Drive  
P.O. Box. 9033  
Temecula, CA 92589

Attn: City Manager

### **CITY OF WILDOMAR**

23873 Clinton Keith Road, Suite 201  
Wildomar, CA 92595

Attn: City Manager

## **SECTION 16. OTHER AGREEMENTS NOT PROHIBITED**

Other agreements by and between the parties to this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

## **SECTION 17. SEVERABILITY**

If any section, clause or phrase of this Agreement or the application thereof to any party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of this Agreement or the application of such provision to the other party or other persons or circumstances shall not be affected thereby.

## **SECTION 18. NONASSIGNABILITY**

The rights, Titles and interests of any party to this Agreement shall not be assignable or transferable without the written consent of the Board of Supervisors for Riverside County, and the Governing Board of any of the other parties to this Agreement.

## **SECTION 19. MISCELLANEOUS**

(a) Section Headings. The section headings herein are for convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

(b) Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of the State of California.

(c) Construction of Language. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(d) Cooperation. The parties to this Agreement recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement including cooperation in manners relating to the public, accounting, litigation, public relations and the like.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

(f) Publication Rights. Each party to this Agreement shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the Board or by any other party hereto pursuant to this Agreement.

(g) Government Code Section 6509 Designation. The laws of the State of California applicable to the COUNTY, as a general law county, shall govern the SCFA in the manner of exercising its powers, subject, however, to such restrictions as are applicable to said county in the manner of exercising such powers, as required by California Government Code Section 6509.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested to by their proper officers thereunto duly authorized as of the date first above written.

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

ATTEST:  
Kecia Harper-Ihem, Clerk of the Board

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

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

[Seal]

Approved as to form and content:  
Pamela J. Walls, County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

CITY OF CANYON LAKE

By: \_\_\_\_\_  
Mayor, City Council

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

ATTEST:

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

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

[Seal]

Approved as to form and content:  
City Attorney

\_\_\_\_\_

CITY OF LAKE ELSINORE

By: \_\_\_\_\_  
Mayor, City Council

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

ATTEST:

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

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

[Seal]

Approved as to form and content:  
City Attorney

\_\_\_\_\_

CITY OF MURRIETA

By: \_\_\_\_\_  
Mayor, City Council

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

ATTEST:

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

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

[Seal]

Approved as to form and content:  
City Attorney

\_\_\_\_\_

CITY OF TEMECULA

By: \_\_\_\_\_  
Mayor, City Council

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

ATTEST:

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

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

[Seal]

Approved as to form and content:  
City Attorney

\_\_\_\_\_

CITY OF WILDOMAR

By: \_\_\_\_\_  
Mayor, City Council

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

ATTEST:

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

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

[Seal]

Approved as to form and content:  
City Attorney

\_\_\_\_\_

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**SUB-LEASE AGREEMENT**

Dated as of November 1, 2010

by and between the

COUNTY OF RIVERSIDE,  
as Sub-lessor

and the

CITY OF WILDOMAR,  
as Sub-lessee

Relating to  
\$15,105,000  
Southwest Communities Financing Authority  
2008 Lease Revenue Bonds  
Series A  
(County of Riverside Capital Project)

## **SUB-LEASE AGREEMENT**

**THIS SUB-LEASE AGREEMENT** (this “Sub-Lease Agreement”), dated as of November 1, 2010, is by and between the COUNTY OF RIVERSIDE, a division of the State organized and existing under the laws of the State of California, as Sub-lessor (the “County”), and the City of Wildomar a municipal corporation organized and existing under the laws of the State, as sub-lessee (the “City”);

### **WITNESSETH:**

**WHEREAS**, the Southwest Communities Financing Authority (the “Authority”) is a joint powers authority duly organized and existing under and pursuant to that certain Joint Exercise of Powers Agreement dated as of November 30, 2004, as amended from time to time (the “Joint Exercise of Powers Agreement”) executed by and among the County, the City of Canyon Lake, the City of Lake Elsinore, the City of Murrieta, and the City of Temecula (together, the “Member Agencies”); and

**WHEREAS**, under Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the “Bond Law”) the Authority is authorized to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations of, or for the purpose of making loans to, public entities including the Member Agencies, and to provide financing for public capital improvements of public entities including the Member Agencies and to lease such public capital improvements including the land on which the public capital improvements are or will be located; and

**WHEREAS**, the Authority has leased a certain parcel (the “Leased Premises”) from Animal Friends of the Valleys (“AFV”) pursuant to a Ground Lease, dated November 1, 2008, by and between the AFV, as Sub-lessor, and the Authority, as sub-lessee (the “Ground Lease”), and wishes to lease the Leased Premises and improvements constructed thereon to the County pursuant to the laws of the State of California to enter into a Lease Agreement, dated November 1, 2008, between the County and the Authority (the “Lease Agreement”); and

**WHEREAS**, the Lease Premises are leased to the AFV pursuant to an Amended and Restated Site Lease Agreement between the Elsinore Valley Municipal Water District and AFV, dated December 28, 2006 (the “AFV Lease”), as amended, and this Sub-Lease Agreement is subject to the AFV Lease; and

**WHEREAS**, the City executed a Third Amended and Restated Joint Exercise of Powers Agreement, dated as of November 1, 2010, whereby the City became a member agency of the Authority; and

**WHEREAS**, the County is subleasing a portion of the Leased Premises to the City pursuant to this Sub-Lease in consideration for the City’s proportionate use and occupancy of the Leased Premises; and

**WHEREAS**, the Leased Premises constitute a public capital improvement, as that term is defined in the Bond law; and

**WHEREAS**, the Authority shall lease the Leased Premises to the County for the purpose (among others) of operating an animal shelter and the rent thereon shall provide amounts sufficient to pay the principal of and interest on the Bonds (as defined herein); and

**WHEREAS**, for the purpose of providing moneys to acquire or construct capital projects of the County, the Authority has issued its \$15,105,000 aggregate principal amount 2008 Lease Revenue Bonds, Series A (County of Riverside Capital Project) (the “Bonds”) under that certain Indenture of Trust dated as of November 1, 2008 (the “Indenture”) by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee; and

**WHEREAS**, all conditions to the execution and delivery of this Sub-Lease Agreement have been satisfied and the County and the City are duly authorized to execute and deliver this Sub-Lease Agreement;

**NOW, THEREFORE**, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

## **ARTICLE I DEFINITIONS AND EXHIBITS**

**Section 1.01 Definitions.** Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Sub-Lease Agreement shall have the respective meanings specified in Section 1.01 of the Lease Agreement and Section 1.01 of the Indenture.

**Section 1.02 Exhibits.** The following exhibits are attached to, and by this reference made a part of, this Sub-Lease Agreement.

Exhibit A: Description of the Leased Premises.

## **ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES**

**Section 2.01 Representations, Covenants and Warranties of the City.** The City makes the following covenants, representations and warranties to the County as of the date of the execution and delivery of this Sub-Lease Agreement:

(a) Due Organization and Existence. The City is a municipal corporation duly organized and validly existing under the laws of the State, has full legal right, power and authority under the laws of the State to enter into this Sub-Lease Agreement and to carry out and consummate all transactions contemplated hereby and thereby, and by proper action the City has duly authorized the execution and delivery of this Sub-Lease Agreement.

(b) Due Execution. The representatives of the City executing this Sub-Lease Agreement have been fully authorized to execute the same pursuant to a resolution duly adopted by the City Council.

(c) Valid, Binding and Enforceable Obligations. This Sub-Lease Agreement has been duly authorized, executed and delivered by the City and constitutes the legal, valid and binding agreement of the City enforceable against the City in accordance with the terms hereof.

(d) No Conflicts. The execution and delivery of this Sub-Lease Agreement, the consummation of the transactions herein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Sub-Lease Agreement or the financial condition, assets, properties or operations of the City.

(e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Sub-Lease Agreement, or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Sub-Lease Agreement, or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Sub-Lease Agreement or the financial conditions, assets, properties or operations of the City.

(g) Essentiality. The Leased Premises and Facilities constitute property that is essential to carrying out the governmental functions of the City.

**Section 2.02 Representations, Covenants and Warranties of County.** The County makes the following covenants, representations and warranties to the City as of the date of the execution and delivery of this Sub-Lease Agreement:

(a) Due Organization and Existence. The County is a division of the State duly organized and existing under and by virtue of the laws of the State; has power to enter into this Sub-Lease Agreement and the Lease Agreement; is possessed of full power to own and hold, improve and equip real and personal property, and to lease the same; and has duly authorized the

execution and delivery of each of the aforesaid agreements and such agreements constitute the legal, valid and binding agreements of the County, enforceable against the County in accordance with their respective terms.

(b) Due Execution. The representatives of the County executing this Sub-Lease Agreement and the Lease Agreement are fully authorized to execute the same pursuant to official action taken by the Board of Supervisors of the County.

(c) Valid Binding and Enforceable Obligations. This Sub-Lease Agreement and the Lease Agreement have been duly authorized, executed and delivered by the County and constitute the legal, valid and binding agreements of the County, enforceable against the County in accordance their respective terms.

(d) No Conflicts. The execution and delivery of this Sub-Lease Agreement and the Lease Agreement, the consummation of the transactions herein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the County is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the County, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Sub-Lease Agreement and the Lease Agreement or the financial condition, assets, properties or operations of the County.

(e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the County, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Sub-Lease Agreement or the Lease Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental Authority pending or, to the knowledge of the County after reasonable investigation, threatened against or affecting the County or the assets, properties or operations of the County which, if determined adversely to the County or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Sub-Lease Agreement or the Lease Agreement, or upon the financial condition, assets, properties or operations of the County, and the County is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Sub-Lease Agreement or the Lease Agreement or the financial conditions, assets, properties or operations of the County.

**ARTICLE III  
THE BONDS**

**Section 3.01            The Bonds.** The Authority has authorized the issuance of the Bonds pursuant to the Indenture in the aggregate principal amount of Fifteen Million One Hundred Five Thousand Dollars (\$15,105,000). The Authority has contracted with the County to use the proceeds of sale of the Bonds to construct the Facilities and such proceeds were paid to the Trustee on the Closing Date for deposit and application pursuant to the terms and conditions of the Indenture.

**Section 3.02            Payment of Costs of Issuance.** Payment of all Costs of Issuance shall be made from the moneys deposited with the Trustee in the Costs of Issuance Fund, which moneys shall be disbursed for such purpose in accordance with Section 3.03 of the Indenture. The City shall deposit the amount of \$0 for payment of its proportionate share of those Costs of Issuance which may not be funded from the proceeds of the Bonds. Any Costs of Issuance for the payment of which insufficient funds shall be available on deposit in the Costs of Issuance Fund, shall be paid by the Member Agencies, and the City shall pay its proportionate share as determined by the County.

**ARTICLE IV  
LEASE; TERM OF THIS LEASE AGREEMENT; RENTAL PAYMENTS**

**Section 4.01            Lease by Authority and Lease to County.**

(a) For consideration described therein, AFV has leased to the Authority, pursuant to the Ground Lease, the Site for the Term stated therein, plus one week following the end of the Term of the Ground Lease.

(b) For consideration described therein, the Authority has leased the Leased Premises to the County, and the County has leased the Leased Premises from the Authority, upon the terms and conditions set forth in the Lease Agreement.

(c) The County hereby leases the Leased Premises to the City, and the City hereby leases the Leased Premises from the County, upon the terms and conditions set forth in this Sub-Lease Agreement.

(d) The City hereby takes possession of its proportionate share of the Leased Premises upon execution and delivery of this Sub-Lease Agreement by the City and County.

**Section 4.02            Term of Lease Agreement.** The Term of this Sub-Lease Agreement shall be commensurate with the Term of the Leased Agreement and this Sub-Lease Agreement, and shall terminate upon the earlier of the final date of the Term of this Sub-Lease Agreement or the date that Lease Payments due hereunder shall have been paid or made available for payment pursuant to this Sub-Lease Agreement.

**Section 4.03**

**Lease Payments; Security Deposit.**

(a) Obligation to Pay. In consideration of the Sub-Lease by the County of the Leased Premises and in consideration of the issuance of the Bonds by the Authority for the purpose of constructing the Facilities, and subject to the provisions of Sections 6.01 and 6.03 of the Lease Agreement, the City agrees to pay to the County, its successors and assigns, as rental for the use and occupancy of the Leased Premises during each Fiscal Year, the Lease Payments for the use of the Leased Premises to be due and payable on August 1 of each year of the Term of this Sub-Lease. The Lease Payments coming due and payable in any Fiscal Year shall be for the City's use of the Leased Premises for such Fiscal Year as determined by the Authority and the County. The Lease Payments due hereunder shall be the City's percentage of animals housed in the Facilities for the previous calendar year in relation to the total number of animals housed in the Facilities for the previous calendar year multiplied by the total Lease Payment due by the County under the Lease Agreement.

(b) [Reserved]

(c) Rate on Overdue Payments. In the event the City should fail to make any of the payments required in this Section 4.03, the payment in default shall continue as an obligation of the City until the amount in default shall have been fully paid, and the City agrees to pay the same with interest thereon, to the extent permitted by law, from the date of default to the date of payment at the rate per annum equal to the average interest rate on the Bonds. Such interest, if received, shall be deposited by the County in the Bond Fund.

(d) Fair Rental Value. The Lease Payments and Miscellaneous Rent coming due and payable hereunder in each Fiscal Year shall constitute the total rental for the Leased Premises for each Fiscal Year and shall be paid by the City in each Fiscal Year for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of, the Leased Premises during each Fiscal Year. The parties hereto have agreed and determined that the total amount of such Lease Payments and Miscellaneous Rent for the Leased Premises do not exceed the fair rental value of the Leased Premises. In making such determination, consideration has been given to the obligations of the parties under this Sub-Lease Agreement, the uses and purposes which may be served by the Leased Premises and the benefits therefrom which will accrue to the City and the general public.

(e) Source of Payments; Budget and Appropriation. The Lease Payments shall be payable from any source of available funds of the City. The City covenants to take such action as may be necessary to include all Lease Payments and Miscellaneous Rent due hereunder in each of its budgets during the Term of this Sub-Lease Agreement and to make the necessary annual appropriations for all such Lease Payments and Miscellaneous Rent. The covenants on the part of the City herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Sub-Lease Agreement agreed to be carried out and performed by the City.

The City and the County understand and intend that the obligation of the City to pay Lease Payments and other payments hereunder constitutes a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the City. Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated, or otherwise legally available, for the purpose of paying Lease Payments or other payments due hereunder as consideration for use of the Leased Premises during the Fiscal Year for which such funds were budgeted and appropriated or otherwise made legally available for such purpose. This Sub-Lease Agreement shall not create an immediate indebtedness for any aggregate payments which may become due hereunder. The City has not pledged the full faith and credit of the City, the State or any agency or department thereof to the payment of the Lease Payments or any other payments due hereunder, the Bonds or the interest thereon.

(f) Prepayment of Leased Premises. Notwithstanding any other provision of this Sub-Lease Agreement, the City may on any date secure the payment of the Lease Payments in whole by depositing with the County an amount of cash, which is sufficient to pay such Lease Payments for the remaining Term but only for the purpose of withdrawing from the Authority pursuant to the provisions of Section 7(g) of the Joint Exercise of Powers Agreement. The amount of the remaining Lease Payments shall be determined by the County based upon the average of the previous three years of Lease Payments hereunder plus any premium associated with prepayment of Lease Payments by the County pursuant to Section 4.05 of the Lease Agreement.

**Section 4.04 Quiet Enjoyment.** During the Term of this Sub-Lease Agreement, the Authority shall provide the City with quiet use and enjoyment of the Leased Premises, and the City shall, during such Term, peaceably and quietly have and hold and enjoy the Leased Premises without suit, trouble or hindrance from the County, except as expressly set forth in this Sub-Lease Agreement. The County will, at the request of the City and at the City's cost, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the County may lawfully do so.

**Section 4.05 Title.** During the Term of this Sub-Lease Agreement, the City shall hold a leasehold in the Leased Premises, and in any and all additions which comprise fixtures, repairs, replacements or modifications to the Leased Premises, except for those fixtures, repairs, replacements or modifications which are added to the Leased Premises by the City at its own expense and which may be removed without damaging the Leased Premises and except for any items added to the Leased Premises by the City pursuant to this Sub-Lease Agreement. All right, title and interest of the City, the County, and the Authority in and to the Leased Premises shall be transferred to and vested in AFV, after all of Lease Payments and Miscellaneous Rent due hereunder and under the Lease Agreement shall have been paid and the Lease Agreement shall have been deemed paid. The City agrees to take any and all steps and execute and record any and all documents reasonably required by AFV to consummate any such transfer of title.

**Section 4.06 Miscellaneous Rent.** In addition to the Lease Payments, the City shall pay when due its proportionate share of the following items of Miscellaneous Rent:

(a) all fees and expenses incurred by the County in connection with or by reason of its leasehold estate in the Leased Premises as and when the same become due and payable;

(b) all reasonable compensation and indemnification to the Trustee pursuant to Section 8.06 of the Indenture for all services rendered under the Indenture and for all reasonable expenses, charges, costs, liabilities, legal fees and other disbursements incurred in and about the performance of its powers and duties under the Indenture;

(c) the reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the County, the Authority or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under the Lease Agreement or the Indenture; and

(d) the reasonable out-of-pocket expenses of the County, including the fees charged by the County for its participation in the financing of the Facilities, and Authority in connection with the execution and delivery of the Lease Agreement or the Indenture, or in connection with the issuance of the Bonds, including but not limited to amounts payable pursuant to Section 5.11, any compensation and indemnification due to the Insurer and including, but not limited to, any and all expenses incurred in connection with the authorization, issuance, sale and delivery of the Bonds, or incurred by the County and Authority in connection with any litigation which may at any time be instituted involving the Lease Agreement, the Bonds, the Indenture or any of the other documents contemplated hereby or thereby, or otherwise incurred in connection with the administration of the Lease Agreement.

**Section 4.07 Substitution or Release of Leased Premises.** In the event that the County substitutes or releases all or any portion of the Leased Premises pursuant to Section 4.09 of the Lease, then this Sub-Lease shall be amended by the City and County to conform to the description of real property and facilities thereon which constitute Leased Premises or Substitute Leased Premises under the Lease Agreement, as amended.

**ARTICLE V  
MAINTENANCE; TAXES; INSURANCE; USE  
LIMITATIONS; AND OTHER MATTERS**

**Section 5.01 Maintenance, Utilities, Taxes and Assessments.** Throughout the Term of the Lease Agreement the County has agreed to pay all improvement, repair and maintenance of the Leased Premises and Facilities. The County has also agreed to pay for or otherwise arrange for the payment of all utility services supplied to the Leased Premises which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water taxes, all applicable insurance under the Lease Agreement, and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Premises resulting from ordinary wear and tear or want of care on the part of the County or any assignee or sub-lessee thereof. The City will reimburse the County the City's proportionate share of the operation and maintenance costs of the Leased Premises and those expenses required under Sections 7(a) – (f) of the Joint Exercise of Powers Agreement. The City waives the benefits of subsections 1 and 2 of Section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the City under the terms of this Lease Agreement.

**Section 5.02**            **Liens.** Neither the County nor the City shall, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to any portion of the Leased Premises and Facilities, other than the respective rights of the County and the City as provided herein and other than Permitted Encumbrances. Except as expressly provided in this Article V, the County and the City shall promptly, at their own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The City shall reimburse the County for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

**ARTICLE VI**  
**DAMAGE, DESTRUCTION AND EMINENT DOMAIN;**  
**USE OF NET PROCEEDS**

**Section 6.01**            **Damage and Destruction of Leased Premises.** In the event that the Facilities are damaged, destroyed or subject to condemnation pursuant to Article VI of the Lease Agreement, the County shall use the net proceeds of insurance or condemnation award as provided in the Lease Agreement and the Indenture. The County shall provide City with an accounting of the use of such net proceeds to either rebuild or replace the Facilities or pay the principal of and interest on the Bonds. The City shall continue to make Lease Payments in accordance with Section 4.03(a) hereof, provided, however, that the County shall reduce any Lease Payments payable hereunder in the event that Bonds have been prepaid and redeemed from Net Proceeds in proportion to the City’s remaining use of the Facilities to the whole.

**ARTICLE VII**  
**[RESERVED]**

**ARTICLE VIII**  
**ASSIGNMENT, SUBLEASING AND AMENDMENT**

**Section 8.01**            **Assignment by the Authority.** The Authority’s rights under the Lease Agreement, including the right to receive and enforce payment of the Lease Payments to be made by the County under the Lease Agreement, have been pledged and assigned to the Trustee for the benefit of the Owners of the Bonds pursuant to the Indenture, to which pledge and assignment the County has consented under the Lease Agreement.

**Section 8.02**            **Assignment and Subleasing by the City.** This Sub-Lease Agreement may not be assigned by the City. Additionally, the City may not sublease the Leased Premises and Facilities or any portion thereof.

**Section 8.03**            **Amendment Hereof.** The County and the City may at any time amend or modify any of the provisions of this Sub-Lease Agreement by written agreement and consent of the Authority.

**ARTICLE IX  
EVENTS OF DEFAULT; REMEDIES**

**Section 9.01 Events of Default Defined.** The following shall be “Events of Default” under this Sub-Lease Agreement:

(a) Failure by the City to pay any Lease Payment required to be paid hereunder at the time specified herein.

(b) Failure by the City to make any Miscellaneous Rent payment required hereunder and the continuation of such failure for a period of thirty (30) days.

(c) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in the preceding clauses (a) or (b), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the County or the Authority; provided, however, that if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such sixty (60) day period, such failure shall not constitute an Event of Default if the City shall commence to cure such failure within such sixty (60) day period and thereafter diligently and in good faith shall cure such failure in a reasonable period of time.

(d) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of applicable federal bankruptcy law, or under any similar acts which may hereafter be enacted.

**Section 9.02 Remedies on Default.** Whenever any Event of Default referred to in Section 9.01 shall have happened and be continuing, it shall be lawful for the County to exercise any and all remedies available pursuant to law or granted pursuant to this Sub-Lease Agreement; provided, however, that notwithstanding anything to the contrary herein, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable or to terminate this Sub-Lease Agreement or to cause the leasehold interest of the County or the subleasehold interest of the City in the Leased Premises to be sold, assigned or otherwise alienated. Each and every covenant hereof to be kept and performed by the City is expressly made a condition and upon the breach thereof the County may exercise any and all rights of entry and re-entry upon the Leased Premises and Facilities, subject to the provisions of the AFV Lease. In the event of such default and notwithstanding any re-entry by the County, the City shall, as herein expressly provided, continue to remain liable for the payment of the Lease Payments and/or damages for breach of this Sub-Lease Agreement and the performance of all conditions herein contained, and in any event such rent and damages shall be payable to the County at the time and in the manner as herein provided, to wit:

(a) The City agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the County for any

deficiency arising out of the re-leasing of the Leased Premises and Facilities, or, in the event the County is unable to relet the Leased Premises and Facilities, then for the full amount of all Lease Payments to the end of the Term of this Sub-Lease Agreement, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the County or any suit in unlawful detainer, or otherwise, brought by the County for the purpose of effecting such re-entry or obtaining possession of the Leased Premises and Facilities or the exercise of any other remedy by the County.

**Section 9.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to the County is intended to be exclusive and every such remedy shall be cumulative and shall, except as herein expressly provided to the contrary, be in addition to every other remedy given under this Sub-Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this Article IX it shall not be necessary to give any notice, other than such notice as may be required in this Article IX or by law.

**Section 9.04 Agreement to Pay Attorneys' Fees and Expenses.** In the event either party to this Sub-Lease Agreement should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

**Section 9.05 No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Sub-Lease Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## **ARTICLE X MISCELLANEOUS**

**Section 10.01 Notices.** All written notices to be given under this Sub-Lease Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication; (b) 48 hours after deposit in the United States mail, postage prepaid; or (c) otherwise, upon actual receipt. The Authority, the County, and the City may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Authority: Southwest Communities Financing Authority  
c/o County Executive Office  
4080 Lemon Street, 4<sup>th</sup> Floor  
Riverside, CA 92501-3679  
Attention: Program Administrator/Deputy County  
Executive Officer

If to the County: County of Riverside  
County Executive Officer  
4080 Lemon Street, 4<sup>th</sup> Floor  
Riverside, CA 92501-3679  
Attention: Deputy County Executive Officer

If to the City: City of Wildomar  
23873 Clinton Keith Road, Suite 201  
Wildomar, CA 92595  
Attn.: City Manager

**Section 10.02 Binding Effect.** This Sub-Lease Agreement shall inure to the benefit of and shall be binding upon the City and the County and their respective successors and assigns.

**Section 10.03 Severability.** In the event any provision of this Sub-Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.04 Net-net-net Lease.** This Sub-Lease Agreement shall be deemed and construed to be a “net-net-net lease” and the City hereby agrees that the Lease Payments shall be an absolute net return to the County, free and clear of any expenses, charges or set-offs whatsoever.

**Section 10.05 Further Assurances and Corrective Instruments.** The City and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Premises hereby leased or intended so to be or for carrying out the expressed intention of this Sub-Lease Agreement.

**Section 10.06 Execution in Counterparts.** This Sub-Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.07 Applicable Law.** This Sub-Lease Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 10.08 Authorized Representatives.** Whenever under the provisions of this Sub-Lease Agreement the approval of the City or the County is required, or the City or the

**Section 10.09**      **Captions.** The captions or headings in this Sub-Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Sub-Lease Agreement.

IN WITNESS WHEREOF, the City has caused this Lease Agreement to be executed in its corporate name by its duly authorized officers and sealed with its seal; and the County has caused this Lease Agreement to be executed in its name by its duly authorized officers and sealed with its corporate seal, as of the date first above written.

CITY OF WILDOMAR

By \_\_\_\_\_  
City Manager

Attest:

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

COUNTY OF RIVERSIDE

By \_\_\_\_\_  
County Executive Officer

(S E A L)

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )

On \_\_\_\_\_, 2010, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )

On \_\_\_\_\_, 2010, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT A**  
**DESCRIPTION OF THE LEASED PREMISES**

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**CITY OF WILDOMAR – COUNCIL**  
**Agenda Item #3.5**  
**GENERAL BUSINESS**  
**Meeting Date: December 8, 2010**

---

**TO:** Mayor and City Council

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

**SUBJECT:** Stable Lanes Commercial Center Grading Material Export

**STAFF REPORT**

**RECOMMENDATION:**

That the City Council direct Staff to send a letter to the County stating that, to the extent it does not negatively impact the Interchange Reconstruction Project, it is the City’s preference that the export material from the Stable Lanes Commercial Center Project be used.

**BACKGROUND:**

Markham Development Management Group, Inc. (MDMG) has requested the City’s support of a proposed plan to use the grading export material from their Stable Lanes Commercial Center Project on the County administered I-15/Clinton Keith Road Interchange Reconstruction Project. MDMG estimates that a total of 68,000 cubic yards of material will be exported from their project site when it is developed. The Interchange Reconstruction Project will require an estimated 60,000 cubic yards of import material in order to widen the Clinton Keith Road bridge approaches and widen the on/off ramps to the I-15. Staff is generally supportive of the concept, but also recognizes that there are a number of issues that may preclude the County from being able to mandate its implementation. Potential issues include the suitability of the material for the intended use, scheduling coordination issues that may arise by linking the two projects, potential issues and delays that could arise in revising the environmental and storm water clearances granted and potential construction contract cost increases that could arise by dictating a specific source for material rather than letting the market dictate how and where the material is obtained. Ultimately the contractor who is the low bidder on the Interchange Reconstruction Project may be in the best position to work with MDMG on the implementation of their proposed plan.

If it is the direction of the City Council, the Public Works Staff will send a letter to the County stating that, to the extent it does not negatively impact the Interchange Reconstruction Project, it is the City’s preference that the export material from the Stable Lanes Commercial Center Project be used.

Submitted by:

Approved by:

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Tim D'Zmura, PE  
Director of Public Works

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Frank Oviedo  
City Manager

**CITY OF WILDOMAR – CITY COUNCIL**

**Agenda Item #3.6**

**GENERAL BUSINESS**

**Meeting Date: December 8, 2010**

---

**TO:** Mayor and City Council

**FROM:** Debbie A. Lee, City Clerk

**SUBJECT:** Planning Commission Appointments

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that Mayor Pro Tem Swanson, Council Member Benoit, and Council Member Walker each nominate a citizen to serve as a Commissioner on the Planning Commission, subject to ratification by a majority vote of the City Council.

**BACKGROUND:**

On November 2, 2010, a General Municipal Election was held for the purpose of electing three City Council Members to the City Council. Timothy Walker, Ben Benoit, and Marsha Swanson were elected to serve as Council Members until November, 2014.

One of the duties of a City Council Member is to appoint a citizen to serve on the Planning Commission and the Commissioners term of office run concurrent with the appointing Council Member. At this time Commissioners Andre and Kazmier will term out 60 days after the new Council is sworn in, or when an appointment is made, whichever occurs first. Former Commissioner Benoit was elected to the City Council and is therefore vacating his seat when he is sworn in. At the November 10, 2010 Council meeting the City Council declared a vacancy, effective November 19, 2010 in order to fill the seat vacated by former Commissioner Benoit.

Applications have been taken and all applications were submitted to the three appointing Council Members.

At this time Mayor Pro Tem Swanson will make the appointment for the seat currently held by Commissioner Kazmier, Council Member Walker will make the appointment for the seat currently held by Commissioner Andre, and Council Member Benoit will make the appointment for the vacancy. All appointments will be subject to ratification by a majority of the City Council. The appointments will take effect immediately and will run concurrent with the appointing Council Member's term of office. The appointees will be sworn in at the first Planning Commission meeting following the appointments.

**FISCAL IMPACTS:**

Planning Commissioners receive \$75 per meeting.

**ALTERNATIVES:**

1. Direct the City Clerk to advertise for an additional 30 days.
2. Continue this item to the next City Council meeting.
3. Provide staff with further direction.

Submitted by:

Approved by:

---

Debbie A. Lee, CMC  
City Clerk

---

Frank Oviedo  
City Manager

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.7**  
**GENERAL BUSINESS**  
**Meeting Date: December 8, 2010**

---

**TO:** Mayor and City Council  
**FROM:** Debbie A. Lee, City Clerk  
**SUBJECT:** Committees, Commissions, and Boards Appointments

**STAFF REPORT**

**RECOMMENDATION:**

That the City Council review the list of committees, commissions, and boards appointments and direct Staff to make changes deemed appropriate.

**DISCUSSION:**

Due the November 2, 2010 election it is now time to review the list of appointments for the changes that need to be made.

Also, PARSAC will need to get the appointment in the form of a Resolution, therefore, after Council has designated the appointees, Staff will bring a Resolution forward for approval by the City Council. Staff will then send a certified copy to PARSAC showing the action of the City Council.

Staff will bring this list forward to the City Council at the first meeting of December each year for review.

Submitted by:

Approved by:

---

Debbie A. Lee, CMC  
City Clerk

---

Frank Oviedo  
City Manager

**ATTACHMENTS:**

List of committees, commissions, and boards

## CITY COUNCIL COMMITTEES, COMMISSIONS, BOARDS

### **STANDING:**

Park and Recreation Committee

Bridgette Moore  
Marsha Swanson

### **AD HOC SUBCOMMITTEES:**

2010 Census – Complete Count  
(Appointed 08-26-09)

Bridgette Moore  
Marsha Swanson

---

Animal Shelter  
(Appointed 03-10-10)

Bridgette Moore  
Bob Cashman

---

Economic Development  
(Appointed 02-10-10)

Sheryl Ade  
Marsha Swanson

---

EVMWD

Sheryl Ade  
Marsha Swanson

Meets on the fourth Monday of the month at 8:30 a.m. at City Hall

---

Finance  
(Appointed 05-13-09)

Sheryl Ade  
Bridgette Moore

---

Higher Education  
(Appointed 05-27-09)

Bob Cashman  
Bridgette Moore

---

Intergovernmental Relations Committee  
Formerly Transitional/County Committee  
(Re-named and Re-appointed January 13, 2010)

Sheryl Ade  
Bob Cashman

---

Lake Elsinore Unified School District  
(Appointed 10-14-09)

Scott Farnam  
Bridgette Moore

---

Lakeland Village Redevelopment Project Area  
(Appointed 05-13-09)

Sheryl Ade  
Marsha Swanson

---

Southwest Coalition

Scott Farnam  
Bridgette Moore

---

Trails  
(Appointed 03-24-10)

Sheryl Ade  
Bob Cashman

---

**REGIONAL COMMITTEES, COMMISSIONS, BOARDS**  
**Reviewed and Re-appointed/Re-designated January 13, 2010**

**Autism Task Force**  
**(Appointed May 12, 2010)**  
Meets as needed.

**Scott Farnam**

---

**League of California Cities**

**Scott Farnam, Voting Delegate**  
**Marsha Swanson, Alt.**

Meets annually at the League's Annual Conference, General Business Meeting.

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**PARSAC**

**Marsha Swanson**  
**Gary Nordquist, Alt.**

Meets in May and December in Sacramento.

---

**RCTC**

**Riverside County Transportation Commission**

**Scott Farnam**  
**Bridgette Moore, Alt.**

Meets the second Wednesday of each month at 9:30 a.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

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**RTA**

**Riverside Transit Agency**  
**(Appointed December 3, 2008)**

**Sheryl Ade**  
**Bridgette Moore, At.**

Meets the fourth Thursday of each month at 2:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

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**SCAG**

**Southern California Association of Governments**  
**(Appointed: December 3, 2008)**

**Sheryl Ade**  
**Scott Farnam, Alt.**

Meets the first Thursday of each month at 12:15 p.m. at the SCAG Main Office, 818 W. 7th Street, Los Angeles, CA.

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**WRCOG**

**Western Riverside Council of Governments**

**Scott Farnam**  
**Sheryl Ade, Alt.**

Meets the first Monday of each month at 2:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside.

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**WRCRCA**

**Western Riverside County Regional Conservation Authority**

**Bob Cashman**  
**Scott Farnam, Alt.**

Meets the first Monday of each month at 1:00 p.m. at the County Administration Center, Board of Supervisors Chambers, 4080 Lemon Street, Riverside (This committee meets every month in the same room one hour before WRCOG meets).

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## REPRESENTATION

ULI  
Urban Land Institute  
(Appointed January 13, 2010)

Scott Farnam

---

ICSC  
International Council of Shopping Centers  
(Appointed January 13, 2010)

Scott Farnam

**CITY OF WILDOMAR – CITY COUNCIL**  
**Agenda Item #3.8**  
**GENERAL BUSINESS**  
**Meeting Date: December 8, 2010**

---

**TO:** Mayor and City Council  
**FROM:** Debbie A. Lee, City Clerk  
**SUBJECT:** Mayor and Mayor Pro Tem Appointment for 2011

**STAFF REPORT**

**RECOMMENDATION:**

Staff recommends that the City Council appoint a Mayor and Mayor Pro Tem for 2011.

**BACKGROUND:**

In accordance with Resolution No. 09 - 72, the Mayor and Mayor Pro Tem appointments are to be done at the City Council's first meeting in December of each year. The term of the appointments will run the calendar year, from January 1 through December 31 of the following year.

**FISCAL IMPACTS:**

Minimal financial impact for letterhead and business cards.

Submitted by:

Approved by:

---

Debbie A. Lee, CMC  
City Clerk

---

Frank Oviedo  
City Manager

**ATTACHMENTS:**

Resolution No. 09-72

**RESOLUTION NO. 09 – 72**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,  
CALIFORNIA , REPEALING RESOLUTION NO. 08-09 AND ESTABLISHING A  
METHOD FOR THE SELECTION AND APPOINTMENT OF A MAYOR AND MAYOR  
PRO TEMPORE**

**WHEREAS**, the City of Wildomar was incorporated on July 1, 2008, as a General Law City of the State of California; and

**WHEREAS**, the City Council of Wildomar adopted Resolution 08-09 on July 1, 2008, establishing method for the selection and appointment of a mayor and mayor pro tempore for the City; and

**WHEREAS**, the City Council now wishes to repeal Resolution 08-09 and establish a new method for selection and appointment of a mayor and mayor pro tempore for the City in accord with the provisions of Government Code Section 36801.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDOMAR  
HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Repeal of Resolution 08-09.** Resolution 08-09 is hereby repealed in its entirety.

**Section 2. Selection of Mayor and Mayor Pro Tempore.** The City Council shall select one member of the City Council to serve as Mayor and one member of the City Council to serve as Mayor Pro Tempore by a simple majority vote of the City Council. This selection shall be on an annual basis at the first meeting of the City Council in December of each year.

**Section 3. Term of Office for Mayor and Mayor Pro Tempore.** The Mayor and Mayor Pro Tempore serve at the pleasure of the City Council. The regular term of office for the Mayor and Mayor Pro Tempore shall be for one calendar year, commencing on January 1st and continuing through December 31st of each year. Should the Mayor or the Mayor Pro Tempore be removed, or the position vacated before his or her one year term of service is complete, a new Council Member shall be selected immediately thereafter to succeed to the office for the remainder of the one year term. Selection of the Mayor and Mayor Pro Tempore may occur at any regular, special, or adjourned meeting of the City Council.

PASSED, APPROVED AND ADOPTED this 28th day of October, 2009.



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Scott Farnam  
Mayor

APPROVED AS TO FORM:

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Julie Hayward Biggs  
City Attorney

ATTEST:



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Debbie A. Lee, CMC  
City Clerk

