AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

February 28, 2012

3:00 p.m. **www.cityofhemet.org**
City of Hemet Council Chambers
450 E. Latham Avenue *Please silence all cell phones*

**Notice: Members of the Public attending shall comply with the Council's adopted Rules of Decorum in Resolution No. 4148. A copy of the Rules of Decorum are available from the City Clerk.*

Call to Order

Roll Call

ROLL CALL: Council Members Franchville, Krupa and Smith, Mayor Pro Tem Foreman and Mayor Youssef

Work Study

Discussion regarding these items, with possible direction to staff

1. Fiscal Year 2011-12 Mid-Year Budget Update and Preliminary Fiscal Year 2012-13 Projections - Finance Director Conrad

2. Special Event Funding Guidelines/Policies - Community Investment Director Jansons

Closed Session

Notice of Opportunity for Public Comment

Members of the Public may comment upon any identified item on the closed session agenda. Since the Council's deliberation on these items is confidential, the City Council and City Staff will not be able to answer or address questions relating to the items other than procedural questions. At the conclusion of the closed session, the City Attorney will report any actions taken by the City Council which the Ralph M. Brown Act requires to be publicly reported.

3. Conference with Legal Counsel - Existing Litigation
   Pursuant to Government Code section 54956.9(a)
   Names of case: *Inland Fair Housing & Mediation Board v. City of Hemet*

4. Conference with Legal Counsel - Anticipated Litigation
   1 matter of significant exposure to litigation pursuant to Government Code section 54956.9(b)

4.A Public Employee Appointment
Pursuant to Government Code section 54957
Title: Fire Chief

4.B Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: *City Manager Nakamura*
Employee organization: Hemet Fire Fighters Association

REGULAR SESSION

7:00 p.m.
City of Hemet Council Chambers
450 E. Latham Avenue

Call to Order

Roll Call

ROLL CALL: Council Members Franchville, Krupa and Smith, Mayor Pro Tem Foreman and Mayor Youssef

Invocation

Pledge of Allegiance

City Attorney Closed Session Report

5. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(a)
Names of case: *Inland Fair Housing & Mediation Board v. City of Hemet*

~~6.~~ Conference with Legal Counsel - Anticipated Litigation
1 matter of significant exposure to litigation pursuant to Government Code section 54956.9(b)

6.A Public Employee Appointment
Pursuant to Government Code section 54957
Title: Fire Chief

6.B Conference with Labor Negotiators
Pursuant to Government Code section 54957.6
Agency designated representatives: *City Manager Nakamura*
Employee organization: Hemet Fire Fighters Association

Presentations

7. Recognize winners of the 8th Annual Black History Essay Contest

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City Council Business

Notice to the Public

The Consent Calendar contains items which are typically routine in nature and will be enacted by one motion by the Council unless an item is removed for discussion by a member of the public, staff, or Council. If you wish to discuss a Consent Calendar item please come to the microphone and state the number of the item you wish to discuss. Then wait near the lectern. When the Mayor calls your item give your last name, and address, then begin speaking. You will have three minutes at that time to address the council.

Consent Calendar

8. **Approval of Minutes** - January 10, 2012

9. **Receive and File** - Warrant Registers
   a. Warrant registers dated January 16, 2012, and January 26, 2012 are attached for review and approval. Payroll for the period of January 9, 2012 to January 22, 2012 was $574,340.01 and January 23, 2012 to February 5, 2012 was $606,771.64.

10. **Recommendation by Engineering** - Installation of Banners Across Florida Avenue
    a. Valley Wide Recreation Country Fair, April 5th to 8th, 2012
    b. Habitat for Humanity Diamond Valley Lake Marathon, March 31, 2012
    c. The Human Relations Council First People's Day, April 14, 2012
    d. Hemet Valley Art Association "Evening of Art", April 14, 2012

11. **Recommendation by Community Development** Zoning Ordinance Amendment 12-001, Sex Offender Residency Restrictions in the City of Hemet
    a. Adopt an Ordinance establishing Article X, Division 3 of the Hemet Municipal Code regarding residency restrictions for sex offenders. **(Ordinance Bill No. 12-005)**

12. **Recommendation by Public Works** - Change Order No. 1 - L.O. Lynch Quality Wells & Pumps, Inc. - Well 13 Rehabilitation Project No. 5570
    a. Approve Change Order No. 1 with L.O. Lynch Quality Wells & Pumps, Inc. For Well 13 Rehabilitation Project No. 5570 in the amount of 14,560 to cover the cost of performing additional sonar jetting work require to complete the well repair.

13. **Recommendation by Engineering** - Consultant Services Agreement with Blaine A. Womer, Civil Engineering for the Safe Routes to School Project CIP 5548
    a. Approve a consultant services agreement with Blaine A. Womer, Civil Engineering in the amount of $58,650 and establish budget in Fund 329-5548-2710; and
    b. Authorize the City Manager to execute the agreement to perform environmental services, geotechnical and civil engineering.

14. **Recommendation by Engineering** - Notice of Completion - State Street and Devonshire Avenue Traffic Signal City Project No. 5521
    a. Accept this project; and
    b. Instruct the City Clerk's Office to file a Notice of Completion with the County Recorder's Office. The 10% retention and Labor and Materials Bond will be released after the Notice of Completion is filed and received by the County Recorder's Office. The Performance Bond will be maintained for and released after a period of one year.

15. **Recommendation by Engineering** - Award of Bid for the South Juanita Water Line Replacement, City Project No. 5555
    a. Award the contract to the second lowest, responsive bidder, MCC Equipment, Inc. in the amount of $263,658, reject all other bids; and
    b. Authorize the City Manager to enter into a construction contract for the improvements; and
    c. Establish budget in the amount of $263,658 in CDBG Fund No. 240-3975-5500 for the cost of construction and $35,837 in CDBG Fund No. 240-3975-2710 for geotechnical testing and surveying. $11,153 is available in Water Fund 571-555-5400 for Staff Administrative time and inspection services. Total cost of the project, including city staff time is estimated to be $310,658.

16. **Recommendation by Finance** - Refuse Collection and Recycle Rates and Sewer and Storm Drain Maintenance Fees
    a. Adopt a resolution rescinding Resolution No. 4058 regarding refuse collection and recycle rates **(Resolution Bill No. 12-020)**; and
    b. Adopt a resolution amending Resolution No. 4057 regarding billing of sewer and storm drain maintenance fees and rescinding the fee for street sweeping. **(Resolution Bill No. 12-021)**

Communications From the Public

Anyone who wishes to address the Council regarding items not on the agenda may do so at this time. As a courtesy, please complete a Request to Speak Form, found at the City Clerk's desk. Submit your completed form to the City Clerk prior to the beginning of the meeting. Presentations are limited to three minutes in consideration of others who are here for agenda items. Please come forward to the lectern when the Mayor calls upon you. When you are recognized, you may proceed with your comments.
Notice: Members of the Public attending shall comply with the adopted Rules of Decorum in Resolution No. 4148. A copy of the Rules of Decorum are available from the City Clerk.

State law prohibits the City Council from taking action or discussing any item not appearing on the agenda except for brief responses to statements made or questions posed by the public. In addition, they may, on their own initiative or in response to questions posed by the public, ask a question for clarification, provide a reference to staff or other resources for factual information, or request staff to report back to them at a subsequent meeting. Furthermore, a member of the City Council or the council itself may take action to direct staff to place a matter of business on a future agenda.

Public Hearings

The City Council's procedure for public hearings will be as follows: The Mayor will ask the City Manager for the staff report; the City Manager will call on the appropriate staff member for the report. The Mayor will ask for clarification of items presented, if needed. The Mayor will open the public hearing: ask for comments from those IN FAVOR of the case; ask for comments IN OPPOSITION to the case; and finally for rebuttal to any comments made. The Mayor will then CLOSE THE PUBLIC HEARING. The Mayor will ask the City Manager to respond to any questions raised by the public (the public will not have the opportunity to respond). The matter will then be discussed by members of the City Council prior to taking action on the item.

17. **City of Hemet Streetlight Maintenance District No. 52 (Seven Hills)** - Engineering Director/City Engineer Biagioni
    a. Conduct a public hearing; and
    b. Count the ballots and announce the results of the vote; and
    c. Adopt a resolution approving the Engineer's Report ordering the formation of Hemet Streetlight Maintenance District No. 51 and the levy and collection of assessments within such District for fiscal year 2012/2013.
    (Resolution Bill No. 12-024)

18. **City of Hemet Landscape Maintenance District No. 52 (Seven Hills)** - Engineering Director/City Engineer Biagioni
    a. Conduct a public hearing; and
    b. Count the ballots and announce the results of the vote; and
    c. Adopt a resolution approving the Engineer's Report ordering the formation of Hemet Landscape Maintenance District No. 51 and the levy and collection of assessments within such District for fiscal year 2012/2013.
    (Resolution Bill No. 12-025)

19. **Specific Plan Amendment No. 06-01 (Tres Cerritos East) and Environmental Assessment No. 06-019** - Community Development Director Elliano
    a. Conduct a public hearing; and
    b. Adopt a resolution certifying the Final EIR for the Tres Cerritos East Specific Plan Amendment, and adopting the Mitigation Monitoring and Reporting Plan and the Findings of Fact and Statement of Overriding Considerations **(Resolution Bill No. 11-005)**; and
    c. Introduce, read by title only and waive further reading of an ordinance approving SPA-06-01 subject to the Conditions of Approval and re-adopting the Tres Cerritos Specific Plan No. 90-009. **(Ordinance Bill No. 11-001)**

Discussion/Action Items

20. **2012-2013 Program Year Community Development Block Grant entitlement funds and reprogramming of unexpended prior year funding** - CDBG Coordinator Callahan
    a. Accept and approve the Panel's recommended allocation of $698,038 in 2012-2013 Community Development Block Grant (CDBG) funding; and
    b. Reprogram unexpended prior year's funds of $7,041.98; and
    c. Incorporate these recommendations into the Annual Action Plan draft.

21. **Hemet/San Jacinto Basin Groundwater Management Plan: Adoption of Principle Documents** - City Attorney Vail
    a. Adopt a resolution making responsible agency findings related to the Second Addendum to the Hemet/San Jacinto Integrated Recharge and Recovery Program Final Environmental Impact Report; and **(Resolution Bill No. 12-022)**
    b. Adopt a resolution approving the Hemet/San Jacinto Integrated Recharge and Recovery Program Agreement with EMWD, et al., approving the Hemet/San Jacinto Groundwater Management Plan, and the Related Stipulation for Judgment. **(Resolution Bill No. 12-023)**

22. **City of Hemet Board and Commission Appointments** - City Manager Nakamura
    a. Adopt City of Hemet Commission/Board Selection Process

City Council Reports

23. CITY COUNCIL REPORTS AND COMMENTS
    A. Council Member Franchville
        1. Riverside Transit Agency (RTA)
        2. Airport Land Use Commission (ALUC)
        3. League of California Cities
        4. Autism Task Force

B. Council Member Krupa
   1. Library Board
   2. Traffic and Parking Commission
   4. Riverside County Habitat Conservation Agency (RCHCA)
   5. Riverside Conservation Authority (RCA)
   6. Ramona Bowl Association
   7. Indian Gaming Distribution Fund

C. Council Member Smith
   1. League of California Cities
   2. Riverside County Transportation Commission (RCTC)
   3. Planning Commission
   4. Public Safety Update
   5. National League of Cities

D. Mayor Pro Tem Foreman
   1. Park Commission
   2. Indian Gaming Distribution Fund

E. Mayor Youssef
   1. Western Riverside Council of Governments (WRCOG)
   2. Riverside County Transportation Commission (RCTC)

F. Ad-Hoc Committee Reports
   1. Hemet ROCS Executive Advisory Committee

G. Town Hall Meetings

H. City Manager Nakamura
   1. Manager's Reports

Continued Closed Session

City Attorney Continued Closed Session Report

Future Agenda Items

If Members of Council have items for consideration at the next City Council meeting, please state the agenda item to provide direction to the City Manager.

Adjournment

Adjourn to Tuesday, March 13, 2012 at 7:00 p.m. for considerations of items placed on that agenda. The next regular meeting will be held, March 27, 2012.

Staff reports and other disclosable public records related to open session agenda items are available at the City Clerk's Office or at the public counter located at 445 E. Florida Avenue during normal business hours.

AGENDA # 2

Work Study

TO: Honorable Mayor and City Council

FROM: John Jansons, Director of Community Investment

DATE: February 28, 2012

SUBJECT: Work Study - Special Event Funding Guidelines / Policies

RECOMMENDATION:
It is respectfully recommended that the City Council conduct a Work Study and provide direction to staff to complete special event funding guidelines and policy documents for City support of special events in Hemet.

BACKGROUND:
The City of Hemet has a long tradition of producing and funding special events that provide community benefit to residents and businesses.

On February 14, 2012, the City Council received and deliberated on proposed guidelines and policies to assist the Council in addressing requests from community groups and organizations seeking City funding or assistance for special events.

Council action on February 14, 2012 was to schedule this subject for a Work Study session on February 28, 2012 to review refinements to the draft policy proposed, take further public comment and to provide staff with direction to complete special event funding guidelines and policies.

DISCUSSION:
Special events foster community pride, provide family-friendly activities, and create economic development benefits that contribute to quality of life for the residents and businesses of Hemet, which the City of Hemet has enthusiastically supported.

Special event support has been provided by the City primarily in two ways. Hemet has provided financial support to events by providing the sponsoring organizations with monetary support. Hemet has also provided in-kind support to events by providing the sponsoring organizations with equipment, facilities, and labor.

Financial support has typically been in exchange for sponsorship recognition and credit as "sponsor" of the event in the organization's marketing, program and outreach materials. The level of financial sponsorships has ranged from $250 to $25,000 in years past.

In-kind support has typically included:

- Planning, permit and approval assistance
- Traffic control
- Electrical provision and support
- Street closures
- Security
- City equipment
- City Personnel man-hours
- Provision of City facilities including:
    - Parks
    - Downtown parking
    - Right of ways
    - Portable and fixed restrooms

Council Recommendations:
At the February 14, 2012 meeting, the Council suggested several changes to the draft materials presented. These included:

1) allowing for a broader geographic area for event support to include events taking place outside the City Limits,
2) to revisit and determine a minimum and maximum amount of financial support,
3) to allow for support to sporting events if beneficial to the city and community, and
4) consideration of a sub-committee to assist with the review of applications received and future recommendations to the Council for funding .

The draft guidelines/policy for City funding for special events has been revised to provide for:

1) events outside of the city limits because several key activity and tourist venues are located outside of Hemet's city limits, IE: Ramona Bowl and Diamond Valley Lake. It is desirable to not limit opportunities to only those held within the City limits that may benefit Hemet in a positive way.
2) allows for consideration of sporting events which provide significant visitor revenue and visibility and recognition for Hemet,
3) provides for a minimum request of $100 in assistance, but does not limit the maximum amount of assistance that may be requested per Council approval as discussed further below, and
4) consideration of a Council Ad Hoc Committee to consider and potentially approve requests for funding of special events.

With respect to the amount that may be requested, staff recommends that a minimum of $100 be established to coincide with the cost of a City issued Temporary Use Permit (TUP) to permit an activity.

During its deliberations on February 14, 2012, Councilperson Smith did suggest that it would be a good public policy to have the City special events guidelines/ policies include a "hard number" to limit requests for funding.

While the draft presented February 14, 2012 suggested a maximum amount of $5,000 assistance provided by the City, setting a maximum amount may preclude supporting certain

events that require larger grants to make them possible and which produce significant community benefit to the residents and businesses of Hemet.

Staff requests further Council consensus to finalize this part of the special events funding guidelines/policy.

Finally, as discussed on February 14, 2012, staff recommends that the Council establish a Council Ad Hoc Committee to participate in the review and recommendation process for City funding of special events.

Timing:
Should the Council agree to parameters for guidelines and policies for funding of special events, Staff can finalize the documents and advertise for applications from community groups. The application period could begin on March 15, 2012 and run through April 30, 2012. On this timetable, applications could be reviewed and prepared for Council consideration of funding in May/June 2012 as part of the FY 2012/2013 budget cycle.

City Produced Events:
The City has long produced and delivered special events to the community. These have included:

- Fourth of July Parade
- Veteran's Days Celebration
- Christmas Parade
- Hemet Beautification Day
- Centennial Celebration
- Mayor's State of the City Address

It is recommended that City events also submit an application for funding detailing the scope, and budget for clarity in compiling and prioritizing all event funding requests for the fiscal year for potential Council approval.

COORDINATION AND REVIEW:
The work study session regarding proposed special event funding guidelines and policies were prepared collaboratively by the City Manager's Office, Community Investment Department, and Finance Department and with input from the City Attorney.

STRATEGIC PLAN AND COUNCIL GOALS INTEGRATION:
The work study subject matter supports the City's goals of fostering and maintaining a high quality of life for its residents and promoting economic activity to benefit the local business community and Hemet residents.

FISCAL IMPACT:
There is no fiscal impact associated with conducting this work study session. A fiscal impact to the City's general fund will occur if/when funding is granted to a specific event or for a series of events in Fiscal Year 2012-2013.

CONCLUSION:
It is respectfully recommended that the City Council conduct a work study session to Review the proposed draft guidelines and policy for the funding and support of special events in Hemet.

Attachments: 2
1. Special Event Funding Guidelines/ Policy
2. Funding Request / Application Package

Recommended By:

John Jansons
Community Investment Director

Approved By:

Brian S. Nakamura
City Manager

Attachment No. 1

Proposed Special Event Funding Guidelines / Policy

City Council
Work Study

February 28, 2012

DRAFT

City of Hemet Event Funding Request Guidelines

The City of Hemet is accepting requests for financial assistance to help fund community events that provide enjoyment and benefit to the citizens and businesses of Hemet. Organizations may request City sponsorship funds each year during the City's annual application period, for events that will take place during the following fiscal year (July 1 to June 30). The City Council will evaluate all applications received; evaluation is based on the award criteria detailed herein this application packet; and City Council may then choose to award financial assistance to one or more event funding requests.

Application Deadline: Complete application packets, including all requested information and signatures, must be received by the City of Hemet: Department of Community Investment no later than April 30. Applicant is responsible to ensure that application is complete. Incomplete or late applications may not be considered.

- For an event occurring between the following dates: July 1, 2012 - June 30, 2013
  Application Deadline: April 30, 2012

Eligibility:

- Organizations that produce a community event in or near the City of Hemet.
- Event must take place during the fiscal year directly following the application deadline. (Due to year-to-year City budget fluctuations, applications for future years' events cannot be considered until the review cycle for that particular year)

Award Limitations:

- Minimum Funding Request City Council will consider: $100.
- Maximum Funding Request City Council will consider: No current maximum.

The amount of any award will be dependent upon, and may be limited by, funding available at the time an application is evaluated, the number of events that are awarded funding, and/or the City Council's evaluation of the merits of an application.

Application Review Process: City staff will compile all applications received and will forward them to a City Council Ad Hoc Committee for review. All applicants will be given an opportunity to speak to the Ad Hoc Committee about their application. The Ad Hoc Committee will forward a recommendation to the City Council regarding the applications received. The City Council will then decide whether to provide financial assistance to one or more proposed community events. All applicants will be notified of City Council's decision.

DRAFT

City of Hemet Event Funding Request Guidelines *(cont.)*

Application Review Criteria: Proposals submitted will be evaluated based on the following criteria:

CRITERIA	MAXIMUM POINTS POSSIBLE
What services/benefits/products will the City of Hemet receive in return for sponsoring the event (i.e., Advertising, Services to Hemet citizens, etc.).	20
Will the event generate local hotel/motel stays?	20
How long has this event been in existence?	10 pts for first year event 5 pts for established event
Is Budget Worksheet clear and understandable? (other event sponsors, event revenues, event expenditures, donations being made, etc.)	20
Has the applicant demonstrated that they are going to meet all federal, state, and local regulations, and obtain any required permits (i.e., ADA, vendor permits, health permits, street closures, security, clean up, etc.).	20
Location of event.	10 pts for downtown core 5 pts for outside downtown core

Application Submittal:
Please complete the attached 'City of Hemet Event Funding Request Form' (must be a signed original), including all requested information, and submit prior to the application deadline to:

City of Hemet
Community Investment Dept.
Attn: John Jansons
445 E. Florida Avenue
Hemet, CA 92543

Questions:
Please direct all questions concerning City of Hemet Event Funding to the City of Hemet Community Investment Department (951) 765-2308.

Attachment No. 2

Proposed Special Event Funding Application Packet

City Council
Work Study

February 28, 2012

DRAFT

City of Hemet Event Funding Request Form

Request Guidelines:

- If you are requesting financial assistance for more than one event, a separate request form and distinct separate budget must be submitted for each request.
- Application Deadline:
  For an event occurring between the following dates: July 1, 2012 - June 30, 2013
  Application Deadline is April 30, 2012.
- Any questions re submitting a funding request should be directed to the City of Hemet – Community Investment Department (951) 765-2308.

1. NAME OF EVENT: _____

2. DATE OF EVENT: _____

3. LOCATION OF EVENT: Address: _____

(if no address, provide description of location)

City: _____ State: _____

Zip: _____

4. NAME OF APPLICANT/ORGANIZATION WHO IS PRODUCING THE EVENT: _____

5. CONTACT PERSON: Name: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Address: _____

City: _____ State: _____

Zip: _____

6. DESCRIPTION OF EVENT: _____

_____

_____

7. DESCRIBE WHAT BENEFITS THE COMMUNITY AND CITY OF HEMET WILL RECEIVE FROM THE EVENT. Attach separate pages as needed:

_____

_____

_____

_____

DRAFT

City of Hemet Event Funding Request Form *(cont.)*

8. ANTICIPATED NUMBER OF OUT-OF-TOWN OVERNIGHT ATTENDEES: _____

9. ANTICIPATED NUMBER OF LOCAL ATTENDEES: _____

10. IS THIS A FUNDRAISING EVENT?: _____ NO _____ YES

11. EVENT PROMOTION: What type of advertising/public relations/promotion methods do you plan to use to advertise the Event? For example, provide details of promotional activities, materials, and ad placements, including the names of publications, location of billboards, tv/radio stations, websites, number of postcards to be produced, etc. Attach separate pages as needed: _____

_____

_____

_____

12. IS THIS EVENT FREE TO THE PUBLIC?: _____ NO _____ YES

13. IS THIS A FIRST TIME EVENT?: _____ NO _____ YES

IF NO, HOW MANY YEARS HAS YOUR ORGANIZATION PRODUCED THIS EVENT?: _____

14. WHAT HOTELS HAVE COMMITTED TO SPECIAL RATES OR PACKAGES FOR THE EVENT DATE?: _____

_____

_____

15. HOW MANY ESTIMATED HOTEL ROOM NIGHTS WILL BE GENERATED BY THIS EVENT? _____

16. DESCRIBE YOUR PROCEDURES FOR CROWD CONTROL AND SECURITY. Attach separate pages as needed: _____

_____

_____

_____

17. LIABILITY INSURANCE?: _____ NO _____ YES CARRIER: _____

18. HAVE YOU CONSULTED WITH CITY/COUNTY/STATE AND OTHER AGENCIES TO DETERMINE WHAT PERMITS WILL BE REQUIRED TO CONDUCT THE EVENT?

_____ NO _____ YES

If YES, what permits have you determined are required? (i.e., Special Event, Street Closure, Park Reservation, Sign Permit, ABC Alcohol, Environmental Health, Fire Dept, etc...):

_____

_____

_____

19. TOTAL AMOUNT OF FINANCIAL ASSISTANCE REQUESTED: **$** _____

Include total value of all monetary assistance *-AND-* in-kind assistance you are requesting from the City of Hemet *(see Projected Event Budget Worksheet).*

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City of Hemet Event Funding Request Form *(cont.)*

20. COMPLETE THIS PROJECTED EVENT BUDGET WORKSHEET:

ANTICIPATED REVENUE:

1. Admissions ..... $ _____
2. Booth/Space Rentals ..... $ _____
3. Corporate/Individual Sponsorships (Please List):

   _____ ..... $ _____

   _____ ..... $ _____

   _____ ..... $ _____

   _____ ..... $ _____
4. Other Revenue (Please List):

   _____ ..... $ _____

   _____ ..... $ _____
5. Requested **City of Hemet** In-Kind Support (Please List):
   (i.e., Permit Fee Waive, Traffic Control, Security, Electrical Support, Other City Staff Labor, City Equipment, Portable Restrooms, Street Barricades, City Facilities, etc.)

   _____ ..... $ _____

   _____ ..... $ _____

   _____ ..... $ _____

   _____ ..... $ _____
6. Requested **City of Hemet** Monetary Support: ..... $ _____

TOTAL PROJECTED REVENUE: ..... **$** _____

ANTICIPATED EXPENSES:

7. Personnel:

   Administrative ..... $ _____

   Artistic ..... $ _____

   Technical/Production ..... $ _____

   Other ..... $ _____
8. Space Rental ..... $ _____
9. Equipment Rental/Purchase ..... $ _____
10. Miscellaneous Supplies ..... $ _____
11. Permits/Licenses ..... $ _____
12. Advertising/Marketing ..... $ _____
13. Other Expenses (Please List):

    _____ ..... $ _____

    _____ ..... $ _____

TOTAL PROJECTED EXPENSES: ..... **$** _____

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City of Hemet Event Funding Request Form *(cont.)*

- SIGNATURE PAGE -

OFFICIAL WITH CONTRACTING AUTHORITY FOR THE ORGANIZATION

I HEREBY CERTIFY that the facts stated herein this Event Funding Request are true and correct to the best of my knowledge. The Event described herein will be conducted in accordance with all applicable city/county and other regulations, and the Event provides equal access to employment and event participation without regard to race, color, religion, sex, national origin, age, disability, or military status in accordance with applicable federal laws.

_____ _____

Official's Signature Date

_____

Official's Name & Title (Print)

#8

MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

January 10, 2012

5:00 p.m. **www.cityofhemet.org**
City of Hemet Council Chambers
450 E. Latham Avenue *Please silence all cell phones.*

Call to Order

Mayor Youssef called the meeting to order at 5:00 p.m.

Roll Call

PRESENT: Council Members Franchville and Krupa, Mayor Pro Tem Foreman and Mayor Youssef

ABSENT: Council Member Smith

Mayor Pro Tem Foreman moved and Council Member Krupa seconded a motion to excuse Council Member Smith. Motion carried 4-0.

Work Study Session

Discussion regarding these items, with possible direction to staff

1. Recognition of the Hemet Christmas Parade Committee Members

Laurie Knotek, Special Projects Manager, announced that there were 100 entries with over 4,100 participants in the parade. Ms. Knotek acknowledged and thanked staff and volunteers that worked on the parade year after year. The City of Hemet took this parade over 10 years ago from the Hemet JC's. Still volunteering are some of the original committee members: Janine Reitenbach, Tracie Rodgers, Rick Hoffman and Lynda Goldberg.

Lynda Goldberg, Hemet, it has been a pleasure working with a dedicated group of employees and volunteers from the City of Hemet for 10+ years. There is a lot that goes on behind the scenes and a lot of work to prepare for what turned out to be a spectacular event. The City Council should be extremely proud of the employees that get there early in the morning to make sure that things are set up. Ms. Goldberg thanked the many groups that have assisted year after year and a special thank you this year to West Valley's Softball Team.

Rick Hoffman, Hemet, as a volunteer for over 20 years, the support of the City is more important that you know. The judges and MC's have a place to sit and power, thanks to Steve Wolny and your terrific facilities maintenance crew.

Janine Reitenbach, Hemet, the City Council should be proud that wonderful parades are done in many cities, including Hemet. The paid employees and the volunteers give both the same time and effort, that is impressive. Ms. Reitenbach has been doing this parade for 15+ years. Ms. Reitenbach wanted to recognize two employees, Steve Wolny and Santa Claus. This parade doesn't happen by accident. Laurie Knotek's willingness, enthusiasm and encouragement is appreciated. Ms. Reitenbach thanked the City Council and the Administration that allows the employees to continue to work on this parade.

Mayor Youssef, the parade was fantastic. Mayor Youssef thanked the committee members and the volunteers for their time and Laurie Knotek for her leadership.
Linda Krupa, acknowledged the great job done by staff and thanked the community that participates year after year.
Laurie Knotek, recognized the West Valley High School Softball Team, Edna Lebron, Kathleen Aguilar, John Jansons and Sarah McComas for their participation.

2. Municipal Storm Drain System Permit Programs - Environmental Services Manager Nixon

Linda Nixon, Environmental Services Manager, gave the City Council a powerpoint presentation regarding the Municipal Storm Drain System Permit Programs. The City of Hemet owns and operates its own Storm Drain Facilities, consisting of channels, box culverts and road side ditches. Urban Runoff (storm water and non-storm water from drainage areas within the city boundaries) enters the City's Storm Drain System. The discharge of urban runoff is regulated by the 1972 Federal Water Pollution Control Act (Clean Water Act) or (CWA) and the California Porter-Cologne Water Quality Control Act of 1970. The Santa Ana Regional Water Quality Control Board implements CWA requirements in the Santa Ana River Watershed. The first term permit was issued in 1990, the second term permit in 1998, the third term permit in 2002 and the fourth term permit in 2010. Ms. Nixon explained the 7 major program elements and their changes.

Public Education & Outreach

- Current Activities: urban runoff information table/booth at local community events (Principal Permittee provides brochures and promotional items)
- New Requirements: assessment program to measure increases in public knowledge of impacts of urban runoff; and new best management practices guidance for additional activities.

Illicit Connections/Illegal Discharge Control

- Current Activities: State General Permit - Sewer System Management Plan; and coordinate with other agencies in responding to and containing sewage spills.
- New requirements: develop "proactive" illegal discharge detection and elimination system (improve routine inspection, monitoring, and reporting program); and maintain a database summarizing incidents and responses.

Construction Site Inspection Program

- Current Activities: Conduct inspections (sites of 1+ acre); verify coverage under State General Construction Permit; maintain construction site inspection database; and annually report on effectiveness of inspections & enforcement.
- New Requirements: inspect all construction sites that "perform soil movement, have uncovered storage of materials or wastes (dirt, sand, fertilizer) or exterior mixing of concrete, mortar, stucco, etc."; and update inspection procedures and database to include broader category of sites.

Industrial & Commercial Facilities Inspection Program

- Current Activities: maintain facilities database, conduct inspections or arrange for inspections through Compliance Assistance Programs; and annually report on effectiveness of inspections & enforcement.
- New Requirements: Add new facilities inspection categories (mobile businesses and managed turf facilities); create residential program (identify residential activities that are sources of pollution; develop and distribute Fact Sheets/best management practices; and coordinate with other agencies to encourage efficient irrigation to reduce runoff).

New Development/Redevelopment

- Current Activities: water quality management plan (to ensure land use approval process will result in minimizing pollutant load in urban runoff; combination of site design, source control and treatment control best management practices; defined development categories; and reviewed and approved by City of Hemet Engineering Department)
- New Requirements: update WQMP to promote Low Impact Development techniques. (Low Impact Development is an approach to stormwater management that seeks to manage rainfall where it falls using decentralized, small-scale controls integrated into landscape features with the goal of mimicking a site's pre-development hydrology by infiltrating, filtering, storing, evaporating, and detaining runoff close to its source); development inspection program for all public and private structural post-construction best management practices; maintain a database to track inspections, operation and maintenance of these structural best management practices; and new expanded project categories.

Municipal Facilities & Activities

- Current Activities: Facility Pollution Prevention Plans; clean and maintain channels, catch basins, retention basins (80% annually); street sweeping; implement best management practices; and staff training.
- New Requirements: road project guidance (develop standards & best management practice requirements for the construction of new streets; and reduce the discharge of pollutants associated with stormwater runoff from roadways.

Overall Program Management

- Current Activities: oversee program implementation; meeting attendance; annual reporting & effectiveness evaluation; and coordinate staff training.
- New Requirements: review current ordinances and amend to meet new permit requirements; develop local implementation plan; and promote low impact development in general plan, ordinances, development standards, zoning codes and conditions of approval.

The Total Maximum Daily Load establishes a maximum amount of a pollutant that an "impaired" water body can receive and still meet water quality objectives. (Impaired water bodies are determined and listed by the Regional Water Quality Control Board) Lake Elisinore and Canyon Lake are impaired due to excessive nitrogen and phosphorus according to the TMDL adopted in 2004. As a "stakeholder" in the San Jacinto River

Watershed, the City of Hemet is subject to the requirements of the TMDL. The TMDL Task Force was established to implement 14 tasks. The 2010 Stormwater Permit incorporates TMDL requirements. The Comprehensive Nutrient Reduction Plan is a long term plan describing specific actions that have been or will be taken to achieve compliance with the Lake Elsinore/Canyon Lake TMDL by December 31, 2020. Compliance activities include both watershed-based best management practices and in-lake activities. The preliminary costs are estimated at $52,000 annually for the City of Hemet. Ms. Nixon explained the Jurisdictional Drainage & Retention Basin Maintenance Permits. There are 43 drainage courses & 5 retention basins. Streams, wetlands, and riparian areas are protected by Army Corps of Engineers, California Department of Fish and Game and the Regional Water Quality Control Board. The general program elements are: regulate maintenance activities; specify best management practices; mitigation requirements; training of maintenance staff; and reporting. The 2011-12 estimated program costs are $1,447,175.

Council Member Smith arrived at 5:37 p.m

Mayor Youssef, asked if other cities are using a process to control illegal runoff that the City can adopt.
Ms. Nixon, there are some outstanding programs, many are costly and staff intensive. The cities will try to develop a program that is less intense and less costly.
Mayor Youssef, asked how the runoff has impaired Canyon Lake and Lake Elsinore.
Ms. Nixon, the upper watershed drains to the lower watershed including all the nitrates and other materials from agricultural runoff. There are a number of assumptions, that is what led to the formation of the TMDL. This will allow the agencies to share the cost and the responsibility. The calculations are based on types of land uses.
Council Member Smith, the consultant said that the cost to clean up the lakes could be in the billions. Anticipate future battles over how clean is clean.
Brian Nakamura, City Manager, there will be more coming forward on portable water as well. These water issues are very significant for future development and conservation. These are important issues Statewide as well as Regionally.

Closed Session

Notice of Opportunity for Public Comment
There were no public comments presented at this time.
The City Council recessed to Closed Session at 5:55 p.m.

3. Public Employee Performance Evaluation
   Pursuant to Government Code section 54957
   Title: *City Manager*

4. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(a)
Names of case: *Peters v. City of Hemet et al., RIC535763*
Jane Doe v. City of Hemet et al., CV-10-01339 VAP
Joul v. City of Hemet, RIC1000086

5. Conference with Legal Counsel - Anticipated Litigation
One (1) matter of significant exposure to litigation pursuant to Government Code section 54956.9(b)

6. Conference with Real Property Negotiators
Pursuant to Government Code section 54956.8
Property: *APN's: 456-050-013 and 022*
Agency negotiator: *Cit y Manager Nakamura*
Negotiating parties: *Stetson Crossing Partners, LLC*
Under negotiation: *Disposition, Price and Terms*

REGULAR SESSION

7:00 p.m.
City of Hemet Council Chambers
450 E. Latham Avenue

Call to Order

Mayor Youssef called the meeting to order at 7:02 p.m.

Roll Call

PRESENT: Council Members Franchville, Krupa and Smith, Mayor Pro Tem Foreman and Mayor Youssef
ABSENT: None

Invocation

Invocation was give by Gary Fowler, Hemet-San Jacinto Interfaith Council

Pledge of Allegiance

Pledge of Allegiance was led by Mayor Pro Tem Foreman

City Attorney Closed Session Report

7. Public Employee Performance Evaluation
Pursuant to Government Code section 54957
Title: *City Manager*

The City Council met with the City Attorney regarding the process. This item will be continued on January 24, 2012.

8. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(a)
Names of case: *Peters v. City of Hemet et al., RIC535763*
Jane Doe v. City of Hemet et al., CV-10-01339 VAP
Joul v. City of Hemet, RIC1000086

The City Council gave direction to the City Attorney. There was no additional reportable action.

9. Conference with Legal Counsel - Anticipated Litigation
One (1) matter of significant exposure to litigation pursuant to Government Code section 54956.9(b)

The City Attorney briefed the City Council. There was no additional reportable action.

10. Conference with Real Property Negotiators
Pursuant to Government Code section 54956.8
Property: *APN's: 456-050-013 and 022*
Agency negotiator: *Cit y Manager Nakamura*
Negotiating parties: *Stetson Crossing Partners, LLC*
Under negotiation: *Disposition, Price and Terms*

The City Council discussed the disposition, price and terms. There was no additional reportable action.

Presentation

11. Presentation by Time Warner Cable
This item was not presented at this time.

12. Presentation to the winners of the " Hemet San Jacinto Green Coalition Shopping Cart Awareness Poster Contest"

Wigs Mendoza, Hemet San Jacinto Green Coalition, presented the award winners for the Coalition's "Shopping Cart Awareness Poster Contest".

Mr. Mendoza, introduced the other Coalition Members in attendance. Mark Wayant, Chuck Wright, Jenny Gagnian and Ginger Stack. Mr. Mendoza thanked the City Council for the opportunity to recognize these talented kids.

13. Recognition of Library Director Disher's appointment as the President of the California Library Association

Mayor Youssef, announced that Wayne Disher, Library Director, has been named the President of the California Library Association Board of Directors. This is an honor for Mr. Disher and something the City should be proud of.

Wayne Disher, Library Director, it is an honor to be elected by your peers to represent them. Representing the Hemet Public Library is a great honor. The efficiency measures that have been implemented here have set the standard for other Libraries and other Departments.

14. Recognition of the Hemet High School Volleyball Teams CIF Championship

Mayor Youssef, presented Certificates of Appreciation to the team members of the Hemet High Volleyball Team for their 2nd straight CIF Championship.

City Council Business
Consent Calendar

15. **Approval of minutes** - November 8, 2011

16. **Receive and file** - Council Committees and Liaisons to Outside Organizations

17. **Receive and file** - Investment Portfolio as of September 2011

18. **Receive and file** - Warrant Registers
    a. Warrant registers dated December 1, 2011, December 7, 2011 and December 15, 2011. Payroll for the period of November 14, 2011 to November 27, 2011 was $863,671.94 and November 28, 2011 to December 11, 2011 was $666,028.33

19. **Recommendation by City Manager** - At-Will Employment Agreement for Mr. Tim Steenson to extend his service as the Interim Building Official
    a. Authorize the City Manager to enter into an at-will employment agreement with Mr. Tim Steenson to continue as the Interim Building Official for the balance of fiscal year 2011-12. The agreement will provide for compensation and resources to perform the duties of Building Official and manage the day-to-day operations of the Building Department.

20. **Recommendation by Public Safety Director** - FY 2011/2012 Homeland Security Grant Program for Community Emergency Response Team (CERT) Grant Program Expenditure
    a. Accept the grant approved by the California Emergency Management Agency (CalEMA) for the Riverside County Homeland Security Grant Program (HSGP) awarded to the City of Hemet for the CERT Program in the amount of $11,935.00; and

b. Staff recommends that the Hemet City Council approve expenditure of funds to purchase a Contract Trainer, supplies and equipment to support the City of Hemet, Fire Department 2012 CERT Program.

21. **Recommendation by Public Works** - Accept Local Government Match Funding and Authorization to Execute a Contract with South Coast Air Quality Management District.
    a. Accept $60,000 in funding from the Local Government Match Program toward the purchase of two CNG heavy duty vehicles; and
    b. Adopt a resolution authorizing the City Manager to execute Contract No. ML11043 with the South Coast Air Quality Management District (AQMD) Mobile Source Air Pollution Reduction Committee (MSRC); and **(Resolution No. 4473)**
    c. Authorize the Finance Director to record $60,000 in anticipated revenue to Fund 380-0790; and
    d. Authorize Finance Director to record a supplemental appropriation in the amount of $50,000 in AQMD 2766 Subvention Fund No. 224-8240-5400 and a subsequent reduction of $50,000 in expenditures in the Equipment Replacement Fund (380).

Item Nos. 16, 19 and 21 removed from the Consent Calendar. **Mayor Pro Tem Foreman moved and Council Member Smith seconded a motion to approve the remaining Consent Calendar items as presented. Motion carried 5-0.**

Item No. 16

Council Member Krupa, requested that the liaison to the Airport Land Use Commission be removed, there is no representative from Hemet at this time.

Council Member Franchville moved and Council Member Krupa seconded a motion to approve as amended. Motion carried 5-0.

Item No. 19

Howard Tounget, Hemet, noted that Mr. Steenson is already under contract wit the City until June 2012. This agreement is through June 2012 at an increased rate of $10,000. Mr. Tounget noted that Mr. Steenson worked in Banning and asked why Mr. Steenson left his previous employment in Calabasis. Mr. Tounget also expressed concern with the City paying for training for a part time temporary employee.

Brian Nakamura, City Manager, this agreement is an extension to his employment agreement. Mr. Nakamura did work with Mr. Steenson in Banning, Ms. Elliano also worked with Mr. Steenson in Corona. Even with that personal and professional knowledge of his qualifications, an appropriate background check was conducted. The City of Hemet might want to provide Mr. Steenson training necessary to serve in his capacity.

Mayor Pro Tem Foreman, expressed concern with a $60,000 increase to the agreement and asked if a vehicle is provided for Mr. Steenson.

Mr. Nakamura, this position does not receive any benefits. It is recommended that no new employees begin until after the implementation of the reduced PERS rates. This will give the flexibility needed to reorganize that division of Community Development. Mr. Steenson drives a City vehicle while performing tasks for the City.
Council Member Franchville, agreed that any type of training should be paid for by the contract employee. It should be Mr. Steenson's requirement to be certified.
Mr. Nakamura, any training that is approved will be for the benefit of the City.
Eric Vail, City Attorney, only training required by law or directed by the City Manager will be approved.
Deanna Elliano, Community Development Director, noted that some of the training is to keep the City up to date with building trends and codes.
Unidentified Speaker, as a semi-retired general contractor, the Building Official only needs to go to conferences when new codes are adopted. A full time inspector can be hired for $35,000 per year with benefits.
Mayor Pro Tem Foreman moved and Mayor Youssef seconded a motion to approve this item as presented. Motion carried 3-2. Council Members Franchville and Krupa voted No.

Item No. 21
Council Member Smith, thanked staff for seeking grant funding to improve the City's fleet. Council Member Smith is just confirming that the current equipment is in bad shape and that staff completed a 3 bid process.
Kris Jensen, Deputy Public Works Director, confirmed the need for this equipment and assured the City Council that the appropriate bid process was conducted.
Council Member Smith moved and Council Member Franchville seconded a motion to approve this item as presented. Motion carried 5-0.

Communications From the Public

Howard Tounget, Hemet, expressed concern that citations issued to Dr. Chaudhuri and John Petty have not been paid.
Ernest Bowen, Hemet, explained a situation regarding theft from a newspaper stand that occurred outside of the Farmer Boys restaurant near Sanderson and Stetson. Mr. Bowen expressed dissatisfaction with the response from the Police Department.
Mark Kreedman, Hemet, told the City Council about a violent situation outside of Polly's Pies and expressed concern that there was no police response. Mr. Kreedman also expressed concern with the lighting in the parking lot.
Curtis Scott, Hemet, told the City Council about an incident outside of Starbuck's in front of the mall where his life was threatened. Mr. Scott also noted that the police were called and expressed concern with the response time.
Ramona Goff, Hemet, Fire Department representatives came to Sierra Dawn requesting support. Ms. Goff said that the community was told that they took a cut and later found out that they will be getting their money back next year.

Discussion/Action Items

22. **Amendment of Contract with the Board of Administration California Public Employees' Retirement System to Lower Benefit Levels for all New Employees** - Deputy City Manager Orme
    a. Introduce, read by title only and waive further reading of an ordinance creating a lower tier benefit for all newly hired City of Hemet employees. **(Ordinance Bill No. 12-001)**

Mark Orme, Deputy City Manager, City staff has completed the meet and confer process with all of the labor units. This ordinance will decrease the PERS benefit for newly hired employees. It is recommended that the City Council introduce this ordinance, which will come back for consideration on January 24, 2012. The ordinance will be in effect 30 days after its adoption.

Council Member Smith moved and Council Member Krupa seconded a motion to introduce, read by title only and waive further reading of the ordinance. Motion carried 5-0.

The Ordinance was read by title only.

23. **Electing a Successor Agency to the Hemet Redevelopment Agency** - Community Investment Director Jansons
    a. Adopt a resolution electing to have the City of Hemet serve as the Successor Agency to the Hemet Redevelopment Agency pursuant to Health & Safety Code Section 34173(d)(1). **(Resolution No. 4474)**

John Jansons, Community Investment Director, on December 29, 2011 the California Supreme Court upheld AB 26x1, which dissolves all of the Redevelopment Agencies in California and struck down 27x1, which allowed redevelopment agencies to remain in existence if they opted in to the "Voluntary Alternative Redevelopment Program" (VARP). The City had considered "opting in" to the VARP, but was prevented from doing so when the Supreme Court stayed portions of AB1X 26 and stayed AB 1X27 in its entirety during the dependency period of the matter with halted any actions by the Redevelopment Agency prior to a decision of this case by January 15, 2012. The City now has the option of deciding whether or not it wishes to serve as the Successor Agency to the Redevelopment Agency. In general, all of the assets, properties, contracts, leases, and records of the Agency are to be transferred to the Successor Agency. The Successor Agency is responsible for winding up of the Agency's obligations and affairs. City staff and the City Attorney recommend this action. Following this decision, by January 30, 2012, the agency must submit recognized expenses and obligations to the Successor Agency. On February 1, 2012, the Hemet Redevelopment Agency will cease to exist. By May 1, 2012, the Chair and 6 other members are to be named for the Oversight Board, of which two seats will be assigned by the cities. The oversight power is with the County and the various other taxing agencies. In order to execute the action to serve, the City Council must adopt the resolution. It is important that the City maintains some control over the wind down process. Most cities are considering this same action. As the successor agency there are financial implications. The City can receive and spend some portion of the tax increment during the wind down period, 5 or 3%, but not less than $250,000 per year. If the City

Council chooses not to serve as the Successor Agency, an amended resolution will be prepared.

Howard Tounget, Hemet, spoke in favor of the State's decision to dissolve Redevelopment Agencies.

Council Member Krupa, asked about the duties of the Oversight Board.

Eric Vail, City Attorney, the duties and obligations of the Board are not determined at this time. The Oversight Board will oversee the sale of all Redevelopment Agency owned properties and redistribution of the Redevelopment Agency funds and bonds. The Successor Agency can not do any of these things, until the Oversight Board is formed and approves the transactions. The Successor Agency will get the Redevelopment Agency's finances and affairs in order until that time. The City will not receive any of the previous assets of the Redevelopment Agency, except for a small amount for administrative purposes only. The Agency has a few projects that will be reviewed by the Oversight Board. The Redevelopment staff feels confident that the public improvement project will be safe and will continue to work diligently to make sure that dirt is turned prior to the formation of the Board.

Mayor Pro Tem Foreman, asked if the Successor Agency will assume additional liability.

Mr. Vail, the Successor Agency will assume the liability, but if the City Council does not choose to serve as the Successor Agency all assets to be turned over immediately to the Successor Agency, leaving the City Council with no say in how to pay off the Agencies existing bond and indebtedness.

Mayor Youssef, confirmed that the projects that the Agency has in place will be placed in the hands of another Board if the City Council does not become the Successor Agency. There is still some liability even if the City Council is not the Successor Agency.

Mr. Vail, the City Council is not liable for the Redevelopment Agency projects. It is not my understanding that the City's General Fund will be open for liability. The Hemet Redevelopment Agency has done a number of good things for this Community, such as Salt Creek Channel, Fire Stations, constructed the world class library, the Agency completed a number facade improvements, signs, benches, banners, purchased parking lots for public parking and put in grease traps to encourage restaurants in the downtown area.

Council Member Smith, Redevelopment money was abused in a number of cities and all will suffer from that. Governor Gerry Brown lives in an apartment building built with Redevelopment Agency funding. In the City of Oakland, Governor Brown used it like Monopoly money. Now the City will no longer have Redevelopment Agency funding to encourage businesses, General Funds will have to be used.

Mayor Pro Tem Foreman moved and Council Member Krupa seconded a motion to approve this item as presented. Motion carried 5-0.

City Council Reports

24. CITY COUNCIL REPORTS AND COMMENTS
    - A. Council Member Franchville
        1. Riverside Transit Agency (RTA)
        2. Airport Land Use Commission (ALUC)
        3. League of California Cities
        4. Autism Task Force

B. Council Member Krupa

1. Library Board

The Friends of the Library and the Library Foundation are looking for ways to continue funding the Literacy Program.

2. Traffic and Parking Commission
3. Airport Land Use Commission (ALUC)
4. Riverside County Habitat Conservation Agency (RCHCA)
5. Riverside Conservation Authority (RCA)
6. Ramona Bowl Association

The Presidents Gala will be held on Friday, January 20, 2012.

7. Indian Gaming Distribution Fund

C. Council Member Smith

1. League of California Cities
2. Riverside County Transportation Commission (RCTC)
3. Planning Commission

Council Member Smith, requested that "Public Safety Update" be added to his report.

D. Mayor Pro Tem Foreman

1. Park Commission
2. Indian Gaming Distribution Fund

E. Mayor Youssef

1. Western Riverside Council of Governments (WRCOG)
2. Riverside County Transportation Commission (RCTC)

F. Ad-Hoc Committee Reports

G. Town Hall Meetings

H. City Manager Nakamura

1. Manager's Reports

Recess to Housing Authority Meeting

The City Council recessed to the Housing Authority Meeting at 8:46 p.m.
Reconvened at 8:57 p.m.

Future Agenda Items

Update on Section 8 Housing
Update on the Banner Program

Adjournment

Adjourned at 8:57 p.m. to Tuesday, January 24, 2012 at 7:00 p.m.

AGENDA # 9

Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Rita Conrad, Finance Director; Brian Nakamura, City Manager

DATE: February 28, 2012

RE: Warrant Register

The City of Hemet's current warrant registers dated January 16, 2012, and January 26, 2012 are attached for review and approval. Payroll for the period of January 9, 2012 to January 22, 2012 was $574,340.01 and January 23, 2012 to February 5, 2012 was $606,771.64.

CLAIMS VOUCHER APPROVAL

"I, Rita Conrad, Finance Director, do hereby certify that to the best of my knowledge and ability, the above and foregoing is a true and correct list of warrants for bills submitted to the City of Hemet, and the payroll register through the dates listed above, and that there will be sufficient monies in the respective funds for their payment."

Respectfully submitted,

Rita Conrad
Finance Director

RC/mh

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140084	1/12/2012	10319 A B M BUSINESS MACHINES, INC	530228		MBM DESTROYIT 2604 CC CORSS-CUT	
				2012-000419	MBM DESTROYIT 2604 CC CORSS-CUT	
					236-3163-5400	2,750.00
					Riverside County Sales Tax 02	
					236-3163-5400	213.13
					Total :	**2,963.13**
140085	1/12/2012	71916 A D T SECURITY SYSTEMS, INC	61267640		SECURITY SYSTEM	
					SECURITY SYSTEM	
					685-4560-2400	64.60
					Total :	**64.60**
140086	1/12/2012	85722 A T & T MOBILITY	287231369663		WIRELESS SERVICE	
					WIRELESS SERVICE	
					100-1100-2200	152.30
			287231369663		WIRELESS SERVICE	
					WIRELESS SERVICE	
					100-1100-2200	152.30
			993933341		WIRELESS SERVICE	
					WIRELESS SERVICE	
					110-3200-2200	409.33
					Total :	**713.93**
140088	1/12/2012	77213 ACE WEED ABATEMENT, INC	1383		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	475.00
			1384		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	190.00
			1385		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	665.00
			1386		~	
				2012-000267	~	
					110-3225-2400	1,235.00

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140088	1/12/2012	77213 ACE WEED ABATEMENT, INC	(Continued)			
			1387		~	
				2012-000267	~	
					110-3225-2400	855.00
			1388		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	855.00
			1389		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	380.00
			1390		~	
				2012-000267	~	
					110-3225-2400	380.00
			1391		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	380.00
			1392		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	380.00
			1393		~	
				2012-000267	~	
					110-3225-2400	470.00
			1394		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	185.00
			1395		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	185.00
			1396		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	185.00
			1397		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	185.00
			1398		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140088	1/12/2012	77213 ACE WEED ABATEMENT, INC	(Continued)			
					110-3225-2400	185.00
			1399		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	185.00
			1400		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	185.00
			1401		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	185.00
			1402		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	185.00
			1403		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	185.00
			1404		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	185.00
			1405		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	185.00
			1406		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	185.00
			1407		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	185.00
			1408		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	185.00
			1409		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	185.00
			1410		FOR WEED ABATEMENT SERVICES IN	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140088	1/12/2012	77213 ACE WEED ABATEMENT, INC	(Continued)			
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	185.00
			1411		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	475.00
			1412		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	520.00
			1413		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	140.00
			1414		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	140.00
			1415		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	140.00
			1416		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	140.00
			1417		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	95.00
			1418		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	95.00
			1419		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	95.00
			1420		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	95.00
			1421		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	95.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140088	1/12/2012	77213 77213 ACE WEED ABATEMENT, INC	(Continued)		**Total :**	**11,440.00**
140089	1/12/2012	83711 ADAME LANDSCAPE INC	44459		LANDSCAPING AND MAINTENANCE	
					LANDSCAPING AND MAINTENANCE	
					225-8250-2450	31.95
			44460		LANDSCAPING AND MAINTENANCE	
					LANDSCAPING AND MAINTENANCE	
					225-8250-2450	25.56
			44461		LANDSCAPING AND MAINTENANCE	
					LANDSCAPING AND MAINTENANCE	
					228-8280-2450	18.00
			44462		LANDSCAPING AND MAINTENANCE	
					LANDSCAPING AND MAINTENANCE	
					225-8250-2450	21.60
			44463		LANDSCAPING AND MAINTENANCE	
					LANDSCAPING AND MAINTENANCE	
					225-8250-2450	18.00
			44484		LANDSCAPING AND MAINTENANCE	
					LANDSCAPING AND MAINTENANCE	
					228-8266-2450	19.20
			44485		LANDSCAPING AND MAINTENANCE	
					LANDSCAPING AND MAINTENANCE	
					225-8250-2450	18.00
					Total :	**152.31**
140090	1/12/2012	10345 ADAMSON POLICE PRODUCTS	64287		MOROVISION # MVP-MVPVS7-3UL PVS	
				2012-000412	MOROVISION # MVP-MVPVS7-3UL PVS	
					236-3163-5400	12,800.00
					Riverside County Sales Tax 02	
					236-3163-5400	992.00
			64913		POLICE SUPPLIES	
					POLICE SUPPLIES	
					110-3100-2701	100.00
			65065		~	
				2012-000354	~	
					110-3100-2701	780.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140090	1/12/2012	10345 ADAMSON POLICE PRODUCTS	(Continued)			
				2012-000354	SCA IMPACT HT PLATE, 7" X 9"~	
					110-3100-2701	85.00
					Riverside County Sales Tax 02	
					110-3100-2701	67.04
					Total :	**14,824.04**
140091	1/12/2012	84989 ADVANCED INC	13950		~	
				2012-000282	~	
					685-4560-2400	5,104.58
			13981		~	
				2012-000282	~	
					685-4560-2400	5,104.58
					Total :	**10,209.16**
140092	1/12/2012	85950 AETNA	85950		MEDICARE RETIRED EMPLOYEES	
					MEDICARE RETIRED EMPLOYEES	
					689-2150-2400	13,350.10
					Total :	**13,350.10**
140093	1/12/2012	87633 AETNA	JAN 2012		RETIRED EMPLOYEES-NON MEDICARE	
					RETIRED EMPLOYEES-NON MEDICARE	
					689-2150-2400	148,275.13
					Total :	**148,275.13**
140094	1/12/2012	87914 AETNA	JAN 2012		MEDICARE HMO-RETIRED EMPLOYEES	
					MEDICARE HMO-RETIRED EMPLOYEES	
					750-2152	901.01
					MEDICARE HMO-RETIRED EMPLOYEES	
					689-2150-2400	6,102.60
					Total :	**7,003.61**
140095	1/12/2012	75041 AETNA HEALTH PLAN	Ben303905		AETNA PATRIOT V: Payment	
					AETNA PATRIOT V: Payment	
					750-2153	166,427.04
					MEDICAL INSURANCE HMO	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140095	1/12/2012	75041 AETNA HEALTH PLAN	(Continued)			
					750-2153	1,834.75
					MEDICAL INSURANCE HMO	
					689-2150-2400	19,549.73
					MEDICAL INSURANCE HMO	
					391-8900-1400	-456.50
					MEDICAL INSURANCE HMO	
					291-1925-1400	-456.50
					MEDICAL INSURANCE HMO	
					110-3100-1400	-1,141.24
					MEDICAL INSURANCE HMO	
					100-1200-1400	-1,825.99
					MEDICAL INSURANCE HMO	
					100-1100-1400	-684.74
					Total :	**183,246.55**
140096	1/12/2012	54790 AIRGAS WEST, INC	9003446184		WELDING & OXYGEN SUPPLIES	
					WELDING & OXYGEN SUPPLIES	
					684-4550-2700	33.43
					Total :	**33.43**
140097	1/12/2012	90542 ALL FOR SHOW AUDIO	10481		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	89.07
					Total :	**89.07**
140098	1/12/2012	10710 AL'S KUBOTA TRACTOR INC	302489		REPAIRS/PARTS/SHARPENING	
					REPAIRS/PARTS/SHARPENING	
					110-4250-2450	21.05
					Total :	**21.05**
140099	1/12/2012	79612 AMAZON.COM	87810049714		LITERATURE	
					LITERATURE	
					363-6100-2220	2,362.24
					Total :	**2,362.24**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140100	1/12/2012	89019 AMERICAN MICROIMAGING INC	45578		DOCUMENT SCANNING SERVICES THI	
				2011-000498	DOCUMENT SCANNING SERVICES THI	
					120-3300-2710	442.32
				2011-000498	ADDITIONAL DOCUMENT SCANNING S	
					120-3300-2710	1,551.06
					Total :	**1,993.38**
140101	1/12/2012	11225 AMERICAN WATER WORKS ASSOC	00577504		RENEWAL	
					RENEWAL	
					571-9000-2710	1,785.00
			521640		PUBLICATIONS	
					PUBLICATIONS	
					571-9000-2560	304.00
					Total :	**2,089.00**
140102	1/12/2012	11225 AMERICAN WATER WORKS ASSOC	02132		RENEWAL T HOLYOAK 02132	
					RENEWAL T HOLYOAK 02132	
					571-9000-2560	80.00
					Total :	**80.00**
140103	1/12/2012	90545 AMERICA'S BEST VALUE INN	REQ 01/05		LODGING,BREWER,COLT,LA,2/27-29	
					LODGING,BREWER,COLT,LA,2/27-29	
					231-3150-2560	207.21
					Total :	**207.21**
140104	1/12/2012	69018 ANIMAL MEDICAL CENTER	15235		VETERINARIAN SERVICES	
					VETERINARIAN SERVICES	
					110-3100-2701	162.00
					Total :	**162.00**
140105	1/12/2012	11873 APPLE ONE	01-2131855		HELLERSTEIN WE 12/17	
					HELLERSTEIN WE 12/17	
					100-1400-1250	240.00
					HELLERSTEIN WE 12/17	
					254-4600-1250	240.00
					HELLERSTEIN WE 12/17	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140105	1/12/2012	11873 APPLE ONE	(Continued)			
					571-9000-1250	240.00
			01-2141833		HELLERSTEIN WE 12/24	
					HELLERSTEIN WE 12/24	
					100-1400-1250	225.00
					HELLERSTEIN WE 12/24	
					254-4600-1250	225.00
					HELLERSTEIN WE 12/24	
					571-9000-1250	225.00
					Total :	**1,395.00**
140106	1/12/2012	86161 ARELLANO, MICHAEL	TRAVEL		ADVANCE,TACTICAL,SANTAANA,1/25-6	
					ADVANCE,TACTICAL,SANTAANA,1/25-6	
					236-3163-2560	80.00
					Total :	**80.00**
140107	1/12/2012	12112 ARRANGEMENT GALLERY FLOR, INC	1080		FLORAL ARRANGEMENTS	
					FLORAL ARRANGEMENTS	
					686-4150-2250	78.55
					Total :	**78.55**
140108	1/12/2012	12114 ARROWHEAD DRINKING WATER	HEMET101102		DRINKING WATER	
					DRINKING WATER	
					110-3200-2250	18.85
					DRINKING WATER	
					110-3100-2805	33.90
					DRINKING WATER	
					110-3100-2801	179.62
					Total :	**232.37**
140109	1/12/2012	77997 AUTO ZONE, INC	2820848724		AUTO PARTS AND SUPPLIES	
					AUTO PARTS AND SUPPLIES	
					684-4550-2350	100.18
			2820855362		AUTO PARTS AND SUPPLIES	
					AUTO PARTS AND SUPPLIES	
					684-4550-2350	13.54

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140109	1/12/2012	77997 77997 AUTO ZONE, INC	(Continued)		**Total :**	**113.72**
140110	1/12/2012	13566 B & W PIPE & SUPPLY	90635		PIPE & LANDSCAPING SUPPLIES	
					PIPE & LANDSCAPING SUPPLIES	
					221-4200-2450	29.21
			90714		PIPE & LANDSCAPING SUPPLIES	
					PIPE & LANDSCAPING SUPPLIES	
					110-4250-2450	96.99
					Total :	**126.20**
140111	1/12/2012	82263 B W I	22588OD		BOOKS, CD'S, DVD'S, VHS	
					BOOKS, CD'S, DVD'S, VHS	
					363-6100-2223	55.84
			227093D		BOOKS, CD'S, DVD'S, VHS	
					BOOKS, CD'S, DVD'S, VHS	
					363-6100-2223	29.53
			227947D		BOOKS, CD'S, DVD'S, VHS	
					BOOKS, CD'S, DVD'S, VHS	
					363-6100-2223	139.48
			229322D		BOOKS, CD'S, DVD'S, VHS	
					BOOKS, CD'S, DVD'S, VHS	
					363-6100-2223	26.07
			231152D		BOOKS, CD'S, DVD'S, VHS	
					BOOKS, CD'S, DVD'S, VHS	
					363-6100-2223	13.99
			233843D		BOOKS, CD'S, DVD'S, VHS	
					BOOKS, CD'S, DVD'S, VHS	
					363-6100-2223	11.63
			235003D		BOOKS, CD'S, DVD'S, VHS	
					BOOKS, CD'S, DVD'S, VHS	
					363-6100-2222	16.79
					Total :	**293.33**
140112	1/12/2012	70164 BAKER & TAYLOR, INC	4009990734		FOR LIBRARY MATERIALS-LITERATUR	
				2012-000328	FOR LIBRARY BOOKS FOR THE PERIO	
					363-6100-2220	736.01

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140112	1/12/2012	70164 BAKER & TAYLOR, INC	(Continued)			
			4009999562		FOR LIBRARY MATERIALS-LITERATUR	
				2012-000328	FOR LIBRARY BOOKS FOR THE PERIO	
					363-6100-2220	451.82
			4010010275		FOR LIBRARY MATERIALS-LITERATUR	
				2012-000328	FOR LIBRARY BOOKS FOR THE PERIO	
					363-6100-2220	410.18
			4010015262		FOR LIBRARY MATERIALS-LITERATUR	
				2012-000328	FOR LIBRARY BOOKS FOR THE PERIO	
					363-6100-2220	778.43
			4010017351		FOR LIBRARY MATERIALS-LITERATUR	
				2012-000328	FOR LIBRARY BOOKS FOR THE PERIO	
					363-6100-2220	1,085.98
			4010017359		FOR LIBRARY MATERIALS-LITERATUR	
				2012-000328	FOR LIBRARY BOOKS FOR THE PERIO	
					363-6100-2220	121.33
			4010023145		FOR AUDIO VISUAL MATERIALS FOR T	
				2012-000327	FOR AUDIO VISUAL MATERIALS FOR T	
					363-6100-2226	175.73
			4010024623		FOR LIBRARY MATERIALS-LITERATUR	
				2012-000328	FOR LIBRARY BOOKS FOR THE PERIO	
					363-6100-2220	721.53
			4010028909		FOR AUDIO VISUAL MATERIALS FOR T	
				2012-000327	FOR AUDIO VISUAL MATERIALS FOR T	
					363-6100-2226	52.41
			4010029976		FOR AUDIO VISUAL MATERIALS FOR T	
				2012-000327	FOR AUDIO VISUAL MATERIALS FOR T	
					363-6100-2226	231.35
			4010032399		FOR LIBRARY BBOKS FOR THE PERIO	
				2012-000326	FOR LIBRARY BBOKS FOR THE PERIO	
					363-6100-2228	50.43
			4010036661		FOR LIBRARY BBOKS FOR THE PERIO	
				2012-000326	FOR LIBRARY BBOKS FOR THE PERIO	
					363-6100-2228	124.82
			4010039393		FOR LIBRARY BBOKS FOR THE PERIO	
				2012-000326	FOR LIBRARY BBOKS FOR THE PERIO	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140112	1/12/2012	70164 BAKER & TAYLOR, INC	(Continued)			
					363-6100-2228	85.94
					Total :	**5,025.96**
140113	1/12/2012	87976 BOONE RECYCLED MATERIALS, INC	2883		PICK UP AND DUMP SERVICES FOR R	
				2012-000364	PICK UP AND DUMP SERVICES FOR R	
					221-4200-2450	130.00
			2888		PICK UP AND DUMP SERVICES FOR R	
				2012-000364	PICK UP AND DUMP SERVICES FOR R	
					221-4200-2450	90.00
			2889		PICK UP AND DUMP SERVICES FOR R	
				2012-000364	PICK UP AND DUMP SERVICES FOR R	
					221-4200-2450	45.00
			2892		PICK UP AND DUMP SERVICES FOR R	
				2012-000364	PICK UP AND DUMP SERVICES FOR R	
					221-4200-2450	35.00
			2894		PICK UP AND DUMP SERVICES FOR R	
				2012-000364	PICK UP AND DUMP SERVICES FOR R	
					221-4200-2450	320.00
			2897		PICK UP AND DUMP SERVICES FOR R	
				2012-000364	PICK UP AND DUMP SERVICES FOR R	
					221-4200-2450	45.00
			2902		PICK UP AND DUMP SERVICES FOR R	
				2012-000364	PICK UP AND DUMP SERVICES FOR R	
					221-4200-2450	90.00
			2908		PICK UP AND DUMP SERVICES FOR R	
				2012-000364	PICK UP AND DUMP SERVICES FOR R	
					221-4200-2450	130.00
			2917		PICK UP AND DUMP SERVICES FOR R	
				2012-000364	PICK UP AND DUMP SERVICES FOR R	
					221-4200-2450	165.00
			2918		PICK UP AND DUMP SERVICES FOR R	
				2012-000364	PICK UP AND DUMP SERVICES FOR R	
					221-4200-2450	90.00
					Total :	**1,140.00**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140114	1/12/2012	90548 BRAN SOLARES, ARMANDO	71332		RETURN EVENT DEPOSIT	
					RETURN EVENT DEPOSIT	
					110-2049	300.00
					Total :	**300.00**
140115	1/12/2012	76238 BUSINESS CARD	5472063574BN		BUSINESS TRAVEL EXPENSES	
					BUSINESS TRAVEL EXPENSES	
					100-1200-2560	1,700.37
			5472063574LI		BUSINESS TRAVEL EXPENSES	
					BUSINESS TRAVEL EXPENSES	
					100-1800-2560	571.93
			5472063574SU		BUSINESS TRAVEL EXPENSES	
					BUSINESS TRAVEL EXPENSES	
					680-1930-2450	443.86
			5472063576DB		BUSINESS TRAVEL EXPENSES	
					BUSINESS TRAVEL EXPENSES	
					110-3100-2563	1,636.84
			5472063576LK		BUSINESS TRAVEL EXPENSES	
					BUSINESS TRAVEL EXPENSES	
					100-1100-2550	900.00
			5472063577RW		BUSINESS TRAVEL EXPENSES	
					BUSINESS TRAVEL EXPENSES	
					110-3100-2563	1,483.39
			5472063583LS		BUSINESS TRAVEL EXPENSES	
					BUSINESS TRAVEL EXPENSES	
					100-1100-2550	1,807.53
			5472068150WD		BUSINESS TRAVEL EXPENSES	
					BUSINESS TRAVEL EXPENSES	
					363-6100-2222	513.40
					BUSINESS TRAVEL EXPENSES	
					110-2080	128.95
			CORRJO12/04		CORR BUSINESS CARD CODING 12/4	
					CORR BUSINESS CARD CODING 12/4	
					100-1500-2550	-155.00
					CORR BUSINESS CARD CODING 12/4	
					100-1500-2710	155.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140115	1/12/2012	76238 BUSINESS CARD	(Continued)			
			CORRLI12/04		CORR BUSINESS CARD CODING 12/4	
					CORR BUSINESS CARD CODING 12/4	
					100-1800-2560	-47.85
					CORR BUSINESS CARD CODING 12/4	
					100-1800-2550	29.85
					CORR BUSINESS CARD CODING 12/4	
					100-1200-2250	18.00
			CORRRW12/04		CORR BUSINESS CARD CODING 12/4	
					CORR BUSINESS CARD CODING 12/4	
					110-3100-2563	-1,405.56
					CORR BUSINESS CARD CODING 12/4	
					110-3100-2253	485.99
					CORR BUSINESS CARD CODING 12/4	
					236-3163-2560	412.16
					CORR BUSINESS CARD CODING 12/4	
					110-3100-2802	399.95
					CORR BUSINESS CARD CODING 12/4	
					110-3100-2801	107.46
			CORRSU12/04		CORR BUSINESS CARD CODING 12/4	
					CORR BUSINESS CARD CODING 12/4	
					680-1930-2450	-142.24
					CORR BUSINESS CARD CODING 12/4	
					680-1930-2200	32.34
					CORR BUSINESS CARD CODING 12/4	
					110-2080	109.90
			DBCORR12/04		CORR BUSINESS CARD CODING 12/4	
					CORR BUSINESS CARD CODING 12/4	
					110-3100-2563	-197.49
					CORR BUSINESS CARD CODING 12/4	
					236-3163-2560	101.69
					CORR BUSINESS CARD CODING 12/4	
					110-3100-2553	95.80
					Total :	**9,186.27**
140116	1/12/2012	71674 C A L B O	REQ 12/13		REG FEE,STEENSON,ABM,2/13-17	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140116	1/12/2012	71674 C A L B O	(Continued)			
					REG FEE,STEENSON,ABM,2/13-17	
					120-3300-2560	425.00
					Total :	**425.00**
140117	1/12/2012	82655 C M R T A	154 DIV 4		MEMBERSHIP DUES, B DIAZ	
					MEMBERSHIP DUES, B DIAZ	
					100-1400-2560	50.00
					Total :	**50.00**
140118	1/12/2012	83862 CABALLERO, DANIEL	TRAVEL		ADVANCE,FTO,RIV,1/24-26	
					ADVANCE,FTO,RIV,1/24-26	
					110-3100-2563	33.00
					Total :	**33.00**
140119	1/12/2012	89478 CAL EMA	REGISTRATION		HAZMAT ASO, STEVE WILCOX, 2/7/12	
					HAZMAT ASO, STEVE WILCOX, 2/7/12	
					232-3211-2560	400.00
					Total :	**400.00**
140120	1/12/2012	89478 CAL EMA	11-0887		HAZMAT REFRESHER COURSE 11-088	
					HAZMAT REFRESHER COURSE 11-088	
					110-3200-2560	160.00
					Total :	**160.00**
140121	1/12/2012	78593 CALIFORNIA ASSOCIATION OF CODE	12/02/11		MEMBERSHIP DUES GIORDANO	
					MEMBERSHIP DUES GIORDANO	
					120-3350-2560	75.00
			120211		MEMBERSHIP DUES GRIFFITHS	
					MEMBERSHIP DUES GRIFFITHS	
					120-3350-2560	75.00
			12-02-11		MEMBERSHIP DUES FULLER	
					MEMBERSHIP DUES FULLER	
					120-3350-2560	75.00
					Total :	**225.00**
140122	1/12/2012	87577 CALIFORNIA BUILDING STANDARDS	OCT-DEC 2011		BLDG STNDS REVOLVING FUND	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140122	1/12/2012	87577 CALIFORNIA BUILDING STANDARDS	(Continued)			
					BLDG STNDS REVOLVING FUND	
					120-2019	571.00
					BLDG STNDS REVOLVING FUND	
					120-0696	-57.10
					Total :	**513.90**
140123	1/12/2012	69522 CALIFORNIA CHAMBER OF COMMERCE	10572058		EMPLOYEE POSTER CID 694026	
					EMPLOYEE POSTER CID 694026	
					100-1800-2250	621.38
					Total :	**621.38**
140124	1/12/2012	83610 CALIFORNIA LICENSED PHLEBOTOMI	HPD12-11		LICENSED PHLEBOTOMIST	
					LICENSED PHLEBOTOMIST	
					110-3100-2711	2,000.00
					Total :	**2,000.00**
140125	1/12/2012	16980 CALIFORNIA SOCIETY OF	43643		MEMBERSHIP RENEWAL ROCHA	
					MEMBERSHIP RENEWAL ROCHA	
					100-1400-2560	110.00
					Total :	**110.00**
140126	1/12/2012	60100 CALIFORNIA, STATE OF (DOJ)	885685		FINGERPRINTS/BLOOD ALCOHOL	
					FINGERPRINTS/BLOOD ALCOHOL	
					110-3100-2711	35.00
			885715		FINGERPRINTS/BLOOD ALCOHOL	
					FINGERPRINTS/BLOOD ALCOHOL	
					110-3100-2711	140.00
					Total :	**175.00**
140127	1/12/2012	74720 CALIFORNIA, STATE OF (PR)	REQ 12/22		PESTICIDE APP HARLACHER/CORTES	
					PESTICIDE APP HARLACHER/CORTES	
					254-4650-2560	200.00
					Total :	**200.00**
140128	1/12/2012	17920 CASTELLANO'S TOWING	55411		TOWING SERVICES	
					TOWING SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140128	1/12/2012	17920 CASTELLANO'S TOWING	(Continued)			
					684-4550-2350	40.00
			55438		TOWING SERVICES	
					TOWING SERVICES	
					684-4550-2350	40.00
			55442		TOWING SERVICES	
					TOWING SERVICES	
					684-4550-2350	40.00
			55443		TOWING SERVICES	
					TOWING SERVICES	
					684-4550-2350	40.00
			55641		TOWING SERVICES	
					TOWING SERVICES	
					684-4550-2350	40.00
			55693		TOWING SERVICES	
					TOWING SERVICES	
					684-4550-2350	40.00
			55696		TOWING SERVICES	
					TOWING SERVICES	
					684-4550-2350	40.00
			56203		TOWING SERVICES	
					TOWING SERVICES	
					684-4550-2350	100.00
					Total :	**380.00**
140129	1/12/2012	79725 CASTRO, RAQUEL	EDUCAT 12/15		EDUCATIONAL REIMBURSEMENT	
					EDUCATIONAL REIMBURSEMENT	
					110-3100-1400	150.00
					Total :	**150.00**
140130	1/12/2012	75624 CENTER AGAINST SEXUAL ASSAULT	NOV 2011		CDBG REIMBURSEMENT	
					CDBG REIMBURSEMENT	
					240-3969-2400	833.33
					Total :	**833.33**
140131	1/12/2012	90384 CHAPPAROSA, DONOVAN	CWC1595220RW		FULL & FINAL SETTLEMENT,DOL 08/25	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140131	1/12/2012	90384 CHAPPAROSA, DONOVAN	(Continued)			
					FULL & FINAL SETTLEMENT,DOL 08/25	
					683-2200-2722	4,250.00
					Total :	**4,250.00**
140132	1/12/2012	90544 CHAPPAROSA, RITA	CWC1595220RW		FULL&FINAL SETTLEMENT DOL 8/25/11	
					FULL&FINAL SETTLEMENT DOL 8/25/11	
					683-2200-2722	14,250.00
					Total :	**14,250.00**
140133	1/12/2012	82210 CHEM PRO LABORATORY, INC	541615		WATER TREATMENT SERVICE	
					WATER TREATMENT SERVICE	
					685-4560-2400	290.00
					Total :	**290.00**
140134	1/12/2012	18050 CHEVRON AND TEXACO CARD SERVIC	7898192047		GASOLINE & OIL	
					GASOLINE & OIL	
					110-3100-2623	106.44
					Total :	**106.44**
140136	1/12/2012	71881 COMPUTER SERVICE COMPANY	1541		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	46.27
			1542		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	108.23
			1543		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	138.79
			1544		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	46.27
			1545		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	108.23
			1546		FOR TRAFFIC SIGNAL MAINTENANCE~	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140136	1/12/2012	71881 COMPUTER SERVICE COMPANY	(Continued)			
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	46.27
			1547		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	46.27
			1548		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	151.60
			1549		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	46.27
			1551		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	92.52
			1552		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	151.60
			1553		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	290.79
			1554		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	46.27
			1555		~	
				2012-000404	~	
					221-4200-2400	46.27
			1556		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	129.38
			1557		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	229.34
			1558		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	108.23

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140136	1/12/2012	71881 COMPUTER SERVICE COMPANY	(Continued)			
			1559		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	105.75
			1560		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	151.60
			1561		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	92.52
			1562		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	185.04
			1563		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	46.27
			1564		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	46.27
			1568		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	117.30
			1569		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	129.38
			1570		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	117.30
			1571		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	209.82
			3842-89		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	2,299.52
					Total :	**5,333.37**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140137	1/12/2012	19025 CONSOLIDATED ELECTRICAL DI INC	480860		WIRE AND MISCELLANEOUS PARTS ~	
				2012-000395	WIRE AND MISCELLANEOUS PARTS ~	
					227-8265-2450	3,757.84
					Riverside County Sales Tax 02	
					227-8265-2450	291.23
			480876		ELECTRICAL PARTS	
					ELECTRICAL PARTS	
					685-4560-2450	9.02
			480970		ELECTRICAL PARTS	
					ELECTRICAL PARTS	
					685-4560-2450	10.99
					Total :	**4,069.08**
140138	1/12/2012	89153 CORTESE, DAN	REQ 12/13		REIMB SAFETY SHOES	
					REIMB SAFETY SHOES	
					254-4650-2700	144.99
					Total :	**144.99**
140139	1/12/2012	61765 COUNSELING TEAM INTERNATIONAL, THE	18329		~	
				2012-000317	~	
					681-2350-2710	1,020.00
			18354		COUNSELING	
					COUNSELING	
					110-3100-2712	825.00
					Total :	**1,845.00**
140140	1/12/2012	19062 CRAFCO INC	419385		CRACK FILLER	
					CRACK FILLER	
					221-4200-2450	5,135.82
					Total :	**5,135.82**
140141	1/12/2012	76608 CUSTOM SERVICE SYSTEMS	46657		JANITORIAL SERVICE AT POLICE ACTI	
				2012-000304	JANITORIAL SERVICE AT POLICE ACTI	
					685-4560-2400	250.00
					Total :	**250.00**
140142	1/12/2012	82747 D & B INDUSTRIAL SAFETY SP LLC	18448		SAFETY SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140142	1/12/2012	82747 D & B INDUSTRIAL SAFETY SP LLC	(Continued)			
					SAFETY SUPPLIES	
					110-3200-2450	61.00
			18465		SAFETY SUPPLIES	
					SAFETY SUPPLIES	
					110-3200-2450	37.71
					Total :	**98.71**
140143	1/12/2012	73470 DAPEER, ROSENBLIT & LITVAK, LL	5127		PROFESSIONAL SERVICES	
					PROFESSIONAL SERVICES	
					120-3350-2710	556.44
					Total :	**556.44**
140144	1/12/2012	19781 DEPARTMENT OF HEALTH SERVICES	7991		CERT RENEWAL TORRES #7991	
					CERT RENEWAL TORRES #7991	
					571-9000-2560	120.00
					Total :	**120.00**
140145	1/12/2012	19780 DEPT OF CONSERVATION	REQ 01/10		SEISMIC FEES OCT-DEC 2011	
					SEISMIC FEES OCT-DEC 2011	
					110-2039	611.04
					SEISMIC FEES OCT-DEC 2011	
					120-2071	-30.56
					Total :	**580.48**
140146	1/12/2012	89263 DEUBER, SHARON	OCT-DEC 2011		PLANNING COMMISSION STIPEND	
					PLANNING COMMISSION STIPEND	
					120-1700-2710	150.00
					Total :	**150.00**
140148	1/12/2012	19810 DEWEY PEST CONTROL	1035222		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	50.00
			1063906		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	75.00
			143175		PEST & TERMITE CONTROL	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140148	1/12/2012	19810 DEWEY PEST CONTROL	(Continued)			
					PEST & TERMITE CONTROL	
					685-4560-2400	58.00
			172790		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	36.00
			172791		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	58.00
			172793		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	68.00
			608140		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	55.00
			649096		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	32.00
			649097		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	28.00
			649099		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	68.00
			649101		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	32.00
			649106		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	107.00
			649107		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	32.00
			729644		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	120.00

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140148	1/12/2012	19810 DEWEY PEST CONTROL	(Continued)			
			797934		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	336.00
			798384		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	75.00
			798389		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	75.00
			826727		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	75.00
			856183		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	75.00
			856743		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	75.00
			902538		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	50.00
			904192		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	36.00
			904194		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	36.00
			969483		PEST & TERMITE CONTROL	
					PEST & TERMITE CONTROL	
					685-4560-2400	34.00
					Total :	**1,686.00**
140149	1/12/2012	71087 DOUBLETREE HOTEL	REQ 01/05		LODGING,HESS,SLI,2/6-8	
					LODGING,HESS,SLI,2/6-8	
					236-3163-2560	310.24

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140149	1/12/2012	71087 71087 DOUBLETREE HOTEL	(Continued)		**Total :**	**310.24**
140150	1/12/2012	71087 DOUBLETREE HOTEL	REQ 01-05		LODGING,QUINN,SLI,2/16-18	
					LODGING,QUINN,SLI,2/16-18	
					236-3163-2560	286.24
					Total :	**286.24**
140151	1/12/2012	90321 E E DESIGN SERVICES	1119-2		CONSULTANT TO PROVIDE ENGINEER	
				2012-000373	CONSULTANT TO PROVIDE ENGINEER	
					571-9000-5400	4,741.56
					Total :	**4,741.56**
140152	1/12/2012	13570 E S BABCOCK & SONS, INC	AL11671-0142		VENDOR TO PROVIDE ANALYTICAL TE	
				2012-000190	VENDOR TO PROVIDE ANALYTICAL TE	
					571-9000-2720	1,650.00
			AL11890-0142		VENDOR TO PROVIDE ANALYTICAL TE	
				2012-000190	VENDOR TO PROVIDE ANALYTICAL TE	
					571-9000-2720	345.00
					Total :	**1,995.00**
140155	1/12/2012	23010 EASTERN MUNICIPAL WATER DIST, CITY WAT	104740-01		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					110-4250-2100	100.92
			147113-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	26.39
			148000-03		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	16.45
			151164-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8264-2100	87.02
			176989-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8265-2100	235.30
			176990-02		CITY OF HEMET WATER ACCOUNTS	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140155	1/12/2012	23010 EASTERN MUNICIPAL WATER DIST, CITY WAT	(Continued)			
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	1,198.39
			178433-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8267-2100	13.59
			17889-04		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					685-4560-2100	45.45
			17890-06		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					685-4560-2100	21.61
			179435-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8266-2100	148.75
			181067-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8268-2100	234.07
			187217-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8270-2100	50.88
			187218-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8270-2100	74.94
			190884-01		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					685-4560-2100	99.70
			190885-01		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	35.85
			199093-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8277-2100	71.76
			199094-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8278-2100	55.72

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140155	1/12/2012	23010 EASTERN MUNICIPAL WATER DIST, CITY WAT	(Continued)			
			203427-01		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	124.69
			203619-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8276-2100	52.49
			203620-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8276-2100	55.69
			203621-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8276-2100	103.81
			203623-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8276-2100	27.46
			203624-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8276-2100	657.22
			204014-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8279-2100	62.59
			205124-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8272-2100	78.88
			205125-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8272-2100	348.83
			205126-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8272-2100	30.03
			205127-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8272-2100	315.00
			206413-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140155	1/12/2012	23010 EASTERN MUNICIPAL WATER DIST, CITY WAT	(Continued)			
					225-8250-2100	17.84
			209636-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8270-2100	24.25
			215755-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8280-2100	74.05
			215967-04		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8271-2100	24.25
			216449-04		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8271-2100	115.04
			221813-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8272-2100	22.28
			224626-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8292-2100	176.59
			224627-03		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8292-2100	541.53
			225320-03		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8288-2100	41.14
			226022-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8285-2100	43.63
			226309-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8292-2100	201.01
			227918-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8292-2100	35.46
			233064-02		CITY OF HEMET WATER ACCOUNTS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140155	1/12/2012	23010 EASTERN MUNICIPAL WATER DIST, CITY WAT	(Continued)			
					CITY OF HEMET WATER ACCOUNTS	
					228-8265-2100	240.65
			80938-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	14.84
			90802-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	105.11
			91095-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	55.72
			95038-01		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	48.97
			95304-01		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					685-4560-2100	18.00
			96631-01		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	10.03
					Total :	**6,183.87**
140156	1/12/2012	23050 EBSCO SUBSCRIPTION SERVICE	61992		SUBSCRIPTIONS	
					SUBSCRIPTIONS	
					363-6100-2225	3.02
					Total :	**3.02**
140157	1/12/2012	81230 ENTERPRISE RENT-A-CAR	62014869		RENTAL CAR	
					RENTAL CAR	
					236-3163-2560	111.06
					Total :	**111.06**
140158	1/12/2012	72057 EVANS, DEAN	REQ 01/04		REIMB TRAINING EXPENSE	
					REIMB TRAINING EXPENSE	
					110-3100-2563	69.26

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140158	1/12/2012	72057 72057 EVANS, DEAN	(Continued)		Total :	69.26
140159	1/12/2012	72447 FEDEX	7-736-39128		EXPRESS MAIL SERVICE	
					EXPRESS MAIL SERVICE	
					100-1200-2250	6.13
					Total :	6.13
140160	1/12/2012	73589 FIRST AMERICAN TITLE INSURANCE	2082-19114069		TRUSTEE SALE GUARANTEE	
					TRUSTEE SALE GUARANTEE	
					245-8823-2400	750.00
					Total :	750.00
140161	1/12/2012	77156 FISHER SCIENTIFIC	5362179		SAFETY SUPPLIES	
					SAFETY SUPPLIES	
					221-4200-2450	226.95
			5425543		SAFETY SUPPLIES	
					SAFETY SUPPLIES	
					221-4200-2450	362.36
			5495018		SAFETY SUPPLIES	
					SAFETY SUPPLIES	
					221-4200-2450	453.48
			5578137		#19 148 613 AV-3000 SMALL FACE PIE	
				2012-000410	#19 148 613 AV-3000 SMALL FACE PIE	
					110-3200-2453	344.38
				2012-000410	#19 148 614 AV-3000 MEDIUM FACE PI	
					110-3200-2453	344.38
				2012-000410	#19 148 615 AV-3000 LARGE FACE PIE	
					110-3200-2453	344.38
					Riverside County Sales Tax 02	
					110-3200-2453	80.04
			5833336		SAFETY SUPPLIES	
					SAFETY SUPPLIES	
					225-8250-2450	39.72
			6006187		SAFETY SUPPLIES	
					SAFETY SUPPLIES	
					228-8250-2450	223.18

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140161	1/12/2012	77156 77156 FISHER SCIENTIFIC	(Continued)		Total :	2,418.87
140162	1/12/2012	89779 FITNESS TRAINING CENTER INC	DEC 2011		~	
				2012-000318	~	
					681-2350-2710	54.00
					Total :	54.00
140163	1/12/2012	24570 FRAZEE PAINT & WALLCOVERINGS	0260547940		PAINT SUPPLIES	
					PAINT SUPPLIES	
					571-9000-2450	52.71
					Total :	52.71
140164	1/12/2012	70822 GALL'S INC	209024		PUBLIC SAFETY EQUIPMENT	
					PUBLIC SAFETY EQUIPMENT	
					120-3350-2700	355.50
					Total :	355.50
140165	1/12/2012	87978 GIFFORD, JOHN	OCT-DEC 2011		PLANNING COMMISSION STIPEND	
					PLANNING COMMISSION STIPEND	
					120-1700-2710	150.00
					Total :	150.00
140166	1/12/2012	69442 GILLESPIE REPORTING & DOC, INC	21082		~	
				2012-000008	~	
					120-1700-2710	675.00
					Total :	675.00
140167	1/12/2012	69236 GOAR, M H	614		BACKFLOW TESTING AND REPAIR	
					BACKFLOW TESTING AND REPAIR	
					225-8250-2710	30.00
			615		BACKFLOW TESTING AND REPAIR	
					BACKFLOW TESTING AND REPAIR	
					225-8250-2710	30.00
			616		BACKFLOW TESTING AND REPAIR	
					BACKFLOW TESTING AND REPAIR	
					225-8250-2710	30.00
			617		BACKFLOW TESTING AND REPAIR	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140167	1/12/2012	69236 GOAR, M H	(Continued)			
					BACKFLOW TESTING AND REPAIR	
					225-8250-2710	30.00
					Total :	**120.00**
140168	1/12/2012	81489 GOMEZ, GABRIEL	TRAVEL		ADVANCE,TACTICAL,SANTAANA,1/25-6	
					ADVANCE,TACTICAL,SANTAANA,1/25-6	
					236-3163-2560	80.00
					Total :	**80.00**
140169	1/12/2012	74737 GOSCH FORD	112545		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	211.14
			112618		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	116.21
			112619		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	41.48
			112620		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	29.05
			112689		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	1.06
			112816		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	323.25
			112816CM		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	-323.25
			112820		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	87.26
			112821		PARTS/SUPPLIES	
					PARTS/SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140169	1/12/2012	74737 GOSCH FORD	(Continued)			
					684-4550-2350	55.21
			112864		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	87.16
			112868		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	55.55
			112875		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	1,812.36
			112877		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	280.70
			112905		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	25.33
					Total :	**2,802.51**
140170	1/12/2012	79452 H C I ENVIRONMENTAL & ENGIN	14542		VENDOR TO DISPOSE OF THE CITY'S	
				2012-000314	VENDOR TO DISPOSE OF THE CITY'S	
					553-4500-2400	93.50
					Total :	**93.50**
140171	1/12/2012	77258 H D SUPPLY WATERWORKS LTD	3976125		~	
				2010-000523	~	
					571-9000-5400	12,500.00
				2010-000523	MASTMETER 199-004-57 EXTERNAL	
					571-9000-5400	1,400.00
					Riverside County Sales Tax 02	
					571-9000-5400	1,077.25
			4217618		UNDERGROUND WATER WORKS	
					UNDERGROUND WATER WORKS	
					571-9000-2450	-924.08
					Total :	**14,053.17**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140172	1/12/2012	89842 HALL, CHRISTINE	Ben305073		wage assignment: Payment	
					wage assignment: Payment	
					750-2174	540.50
					Total :	**540.50**
140173	1/12/2012	88517 HAMILTON AUTO REPAIR, INC	34262		EMISSION TESTING	
					EMISSION TESTING	
					684-4550-2350	39.75
			34264		EMISSION TESTING	
					EMISSION TESTING	
					684-4550-2350	39.75
			34324		EMISSION TESTING	
					EMISSION TESTING	
					684-4550-2350	39.75
					Total :	**119.25**
140174	1/12/2012	86483 HANIGAN COMPANY, INC	242516		PRINTING	
					PRINTING	
					100-1400-2250	368.97
					Total :	**368.97**
140175	1/12/2012	83924 HARLACHER, BRANDON	REQ 12/13		REIMB SAFETY SHOES	
					REIMB SAFETY SHOES	
					254-4650-2700	149.99
					Total :	**149.99**
140176	1/12/2012	75391 HEMET HEART MEDICAL CENTER	W119		MEDICAL SERVICES	
					MEDICAL SERVICES	
					110-3100-1400	20.00
					Total :	**20.00**
140177	1/12/2012	69934 HEMET TRUE VALUE HARDWARE	69958		PARTS & SUPPLIES	
					PARTS & SUPPLIES	
					110-3200-2450	21.54
					Total :	**21.54**
140178	1/12/2012	30607 HEMET VALLEY PIPE & SUPPLY	141538		IRRIGATION SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140178	1/12/2012	30607 HEMET VALLEY PIPE & SUPPLY	(Continued)			
					IRRIGATION SUPPLIES	
					685-4560-2450	39.18
			141541		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	
					685-4560-2450	5.50
			141551		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	
					571-9000-2450	62.13
			141679		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	
					228-8280-2450	183.83
					IRRIGATION SUPPLIES	
					225-8250-2450	357.13
			141821		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	
					685-4560-2450	56.86
			141824		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	
					685-4560-2450	51.20
			141855		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	
					685-4560-2450	143.57
			141856		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	
					685-4560-2450	193.59
			141945		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	
					685-4560-2450	36.56
			141966		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	
					685-4560-2450	146.04
			142032		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	
					685-4560-2450	20.90

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140178	1/12/2012	30607 30607 HEMET VALLEY PIPE & SUPPLY	(Continued)		**Total :**	**1,296.49**
140179	1/12/2012	30608 HEMET VALLEY TOOL	66930		SMALL TOOL SERVICE	
					SMALL TOOL SERVICE	
					685-4560-2450	7.38
			67671		SMALL TOOL SERVICE	
					SMALL TOOL SERVICE	
					685-4560-2450	31.25
			67928		SMALL TOOL SERVICE	
					SMALL TOOL SERVICE	
					221-4200-2850	15.68
					Total :	**54.31**
140180	1/12/2012	69107 HEMET, CITY OF	Ben305065		COMPUTER DEDUCTION: Payment	
					COMPUTER DEDUCTION: Payment	
					750-2171	1,856.24
					Total :	**1,856.24**
140185	1/12/2012	18626 HEMET, CITY OF WATER	10303		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	34.37
			10304		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	34.78
			10305		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	43.62
			1101		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	2.88
			1102		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	83.57
			1103		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	92.21

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140185	1/12/2012	18626 HEMET, CITY OF WATER	(Continued)			
			1309		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	100.16
			1310		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	82.44
			1311		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	217.41
			1312		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	289.36
			1394		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	365.04
			1523		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	230.25
			1524		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	269.42
			2158		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	191.08
			2159		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	134.18
			2160		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	172.71
			2161		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	77.99
			2162		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140185	1/12/2012	18626 HEMET, CITY OF WATER	(Continued)			
					571-0820	283.24
			2163		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	339.12
			2164		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	165.67
			2494		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	410.66
			2710		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	229.68
			2711		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	239.76
			2748		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	1,059.69
			2749		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	42.30
			2750		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	6,990.76
			2751		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					553-0710	629.24
					DEPARTMENT WATER BILLS	
					571-0820	1,255.53
			2752		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					553-0710	813.33
					DEPARTMENT WATER BILLS	
					571-0820	184.12

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140185	1/12/2012	18626 HEMET, CITY OF WATER	(Continued)			
					DEPARTMENT WATER BILLS	
					254-0720	165.72
			2769		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	1,135.68
			2893		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	266.25
			2894		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	931.77
			296		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					553-0710	1,168.94
					DEPARTMENT WATER BILLS	
					571-0820	233.89
			297		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	376.56
			298		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					553-0710	980.78
					DEPARTMENT WATER BILLS	
					254-0720	55.24
					DEPARTMENT WATER BILLS	
					571-0820	73.20
			3044		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	81.16
			3045		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	69.25
			3091		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	117.79

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140185	1/12/2012	18626 HEMET, CITY OF WATER	(Continued)			
			3261		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	215.62
			3287		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					391-8900-2710	97.48
			3288		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	62.96
			3352		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					685-4560-2100	518.73
			3353		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					685-4560-2100	551.36
			3521		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	67.92
			357		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					685-4560-2100	308.87
			359		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					685-4560-2100	491.28
			3627		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	483.12
			398		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					685-4560-2100	97.52
			401		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					685-4560-2100	510.87
			402		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140185	1/12/2012	18626 HEMET, CITY OF WATER	(Continued)			
					685-4560-2100	1,093.08
			403		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	42.28
			404		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	42.28
			405		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					685-4560-2100	1,203.05
			406		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					685-4560-2100	787.53
			407		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					685-4560-2100	1,080.29
			414		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	87.53
			416		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	71.44
			419		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					685-4560-2100	128.86
			427		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	263.66
			443		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	375.69
			448		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	42.28
			45821		DEPARTMENT WATER BILLS	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140185	1/12/2012	18626 HEMET, CITY OF WATER	(Continued)			
					DEPARTMENT WATER BILLS	
					571-9000-2100	94.24
			464		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	42.28
			47952		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					685-4560-2100	123.18
			48106		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					228-8274-2100	56.44
			48107		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					228-8274-2100	64.97
			48108		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					228-8274-2100	58.42
			48109		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					228-8274-2100	65.46
			48112		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					228-8274-2100	68.74
			48113		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					228-8274-2100	58.76
			48355		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	446.39
			48605		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	72.39
			48716		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					228-8274-2100	154.99

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140185	1/12/2012	18626 HEMET, CITY OF WATER	(Continued)			
			49554		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					685-4560-2100	65.69
			51090		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	42.28
			51495		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	42.65
			51496		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	55.00
			52033		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	100.37
			52222		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	88.07
			527		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	240.86
			54115		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	54.58
			54119		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	42.28
			54121		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	56.44
			54122		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	129.25
			54123		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140185	1/12/2012	18626 HEMET, CITY OF WATER	(Continued)			
					571-0820	70.16
			54124		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	56.44
			54125		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	45.06
			54348		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					685-4560-2100	413.49
			54803		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	99.47
			54804		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	56.44
			55894		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					225-8250-2100	44.12
			789		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	186.76
			81275		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					685-4560-2100	215.58
			89684		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					225-8250-2100	63.13
			89685		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					225-8250-2100	42.90
			93144		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	73.85
			963		DEPARTMENT WATER BILLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140185	1/12/2012	18626 HEMET, CITY OF WATER	(Continued)			
					DEPARTMENT WATER BILLS	
					571-0820	155.66
			998		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	89.24
					Total :	**33,180.53**
140186	1/12/2012	71518 HERDER, BILL	EDUC 12/23		EDUCATION PREPAYMENT	
					EDUCATION PREPAYMENT	
					110-3200-1400	152.00
			EDUC12/23		EDUCATION PREPAYMENT	
					EDUCATION PREPAYMENT	
					110-3200-1400	152.00
			EDUCA 12/23		EDUCATION PREPAYMENT	
					EDUCATION PREPAYMENT	
					110-3200-1400	152.00
			EDUCAT 12-23		EDUCATION PREPAYMENT	
					EDUCATION PREPAYMENT	
					110-3200-1400	152.00
					Total :	**608.00**
140187	1/12/2012	69999 HERRON & RUMANSOFF ARCH, INC	13945		ARCHITECTURAL SERVICES FOR THE	
				2011-000622	ARCHITECTURAL SERVICES FOR THE	
					683-2200-2725	1,405.00
					Total :	**1,405.00**
140188	1/12/2012	80436 HESS, MATTHEW	TRAVEL		ADVANCE,SLI,SACRAMENTO,2/6-8	
					ADVANCE,SLI,SACRAMENTO,2/6-8	
					236-3163-2560	150.00
					Total :	**150.00**
140189	1/12/2012	77932 HILTON HOTEL	REQ 01/05		LODGING,STEENSON,ABM,2/13-17	
					LODGING,STEENSON,ABM,2/13-17	
					120-3300-2560	516.55
					Total :	**516.55**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140190	1/12/2012	73802 HI-TECH SECURITY	012226		ALARM MONITORING	
					ALARM MONITORING	
					685-4560-2400	50.00
					Total :	**50.00**
140191	1/12/2012	73294 HUNTER MD, JOHN W	17917		MEDICAL SERVICES	
					MEDICAL SERVICES	
					221-4200-1400	50.00
					MEDICAL SERVICES	
					110-3200-1400	50.00
					MEDICAL SERVICES	
					110-3100-1400	115.00
					MEDICAL SERVICES	
					228-8265-1400	50.00
					MEDICAL SERVICES	
					684-4550-1400	50.00
					MEDICAL SERVICES	
					254-4650-1400	50.00
					MEDICAL SERVICES	
					254-4600-1400	285.00
					Total :	**650.00**
140192	1/12/2012	75366 HYDRO TEK SYSTEMS INC	150690		PRESSURE WASHERS	
					PRESSURE WASHERS	
					684-4550-2350	22.22
					Total :	**22.22**
140193	1/12/2012	32981 ICMA RETIREMENT TRUST M & T BK	Ben305063		DEFERRED COMP MGMT: Payment	
					DEFERRED COMP MGMT: Payment	
					750-2135	19,175.28
					DEFERRED COMP: Payment	
					750-2135	8,094.76
					DEFERRED COMP PART TIME: Paymen	
					750-2135	718.09
					DEFERRED COMP RETIREE MED: Payr	
					750-2135	14,539.23

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140193	1/12/2012	32981 32981 ICMA RETIREMENT TRUST M & T BK	(Continued)		**Total :**	**42,527.36**
140194	1/12/2012	69877 INLAND CHEVROLET INC	505230		VEHICLE PARTS AND SERVICE	
					VEHICLE PARTS AND SERVICE	
					684-4550-2350	357.57
			506548		VEHICLE PARTS AND SERVICE	
					VEHICLE PARTS AND SERVICE	
					684-4550-2350	50.53
			506627		VEHICLE PARTS AND SERVICE	
					VEHICLE PARTS AND SERVICE	
					684-4550-2350	16.94
					Total :	**425.04**
140195	1/12/2012	33600 INLAND WATERWORKS SUPPLY	238302		~	
				2012-000012	~	
					571-9000-2450	594.78
			238303		~	
				2012-000012	~	
					571-9000-2450	1,438.46
			238304		AS NEEDED FOR WATER SYSTEMS PF	
				2012-000012	AS NEEDED FOR WATER SYSTEMS PF	
					571-9000-2450	958.98
			238305		AS NEEDED FOR WATER SYSTEMS PF	
				2012-000012	AS NEEDED FOR WATER SYSTEMS PF	
					571-9000-2450	1,555.91
					Total :	**4,548.13**
140196	1/12/2012	33860 INTERNATIONAL CODE COUNCIL	REG FEE		STEENSON,EDUCODE,LV,2/27-3/2	
					STEENSON,EDUCODE,LV,2/27-3/2	
					120-3300-2560	730.00
					Total :	**730.00**
140197	1/12/2012	33881 INTERSTATE BATTERY SYSTEM, INC	33121589		VEHICLE BATTERIES	
					VEHICLE BATTERIES	
					684-4550-2350	415.14
					Total :	**415.14**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140198	1/12/2012	84188 IRLAND, SEWARD	EDUCAT 12/19		EDUCATIONAL REIMBURSEMENT	
					EDUCATIONAL REIMBURSEMENT	
					110-3200-1400	203.47
					Total :	**203.47**
140199	1/12/2012	34615 JIMNI SYSTEMS, INC	21783		SERVICE OF PUMP STATION	
					SERVICE OF PUMP STATION	
					254-4600-2450	1,461.56
					Total :	**1,461.56**
140200	1/12/2012	80484 JOHN COBB INC	PARTIAL		PYMT-DEMO 107 E MAYBERRY	
					PYMT-DEMO 107 E MAYBERRY	
					247-1908-2710	4,000.00
					Total :	**4,000.00**
140201	1/12/2012	35500 JOHNSON MACHINERY CO	PC001147376		PARTS AND SUPPLIES	
					PARTS AND SUPPLIES	
					684-4550-2350	236.37
					Total :	**236.37**
140202	1/12/2012	36951 KAISER FOUNDATION HEALTH PLAN	Ben303917		KAISER PERMANENTE 2292-00: Payme	
					Spoelstra,Benjamin,Tamarez	
					110-3100-1400	37.09
					BENJAMIN	
					234-3100-1400	13.03
					KAISER PERMANENTE 2292-00: Payme	
					750-2156	94,961.88
					Total :	**95,012.00**
140203	1/12/2012	84865 KAISER FOUNDATION HEALTH PLAN	5884733		INSURANCE PREM-LUNA	
					INSURANCE PREM-LUNA	
					689-2150-2400	510.32
					Total :	**510.32**
140204	1/12/2012	85881 KAISER FOUNDATION HEALTH PLAN	JAN 2012		MEDICAL INS/RETIREES	
					MEDICAL INS/RETIREES	
					689-2150-2400	40,151.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140204	1/12/2012	85881 KAISER FOUNDATION HEALTH PLAN	(Continued)			
					MEDICAL INS/RETIREES	
					750-2156	1,811.90
					Total :	**41,963.78**
140205	1/12/2012	30215 KENNY STRICKLAND INC	12047684		VEHICLE OIL	
					VEHICLE OIL	
					684-4550-2350	3,300.30
					Total :	**3,300.30**
140206	1/12/2012	44113 KONE ELEVATORS ESCALATORS	220783595		SIMPSON CENTER LOCATED AT 305	
				2012-000308	CITY HALL LOCATED AT 445 E. FLORID	
					685-4560-2400	660.00
				2012-000308	POLICE STATION LOCATED AT 450 LA	
					685-4560-2400	956.09
				2012-000308	LIBRARY LOCATED AT 300 LATHAM AV	
					685-4560-2400	363.91
					Total :	**1,980.00**
140207	1/12/2012	86853 LIGHTSQUARED	1000157423		SATELLITE PHONE FOR EOC	
					SATELLITE PHONE FOR EOC	
					680-3500-2450	73.98
					Total :	**73.98**
140208	1/12/2012	88943 LONG, GLORIA	Ben305077		WAGE ASSIGNMENT: Payment	
					WAGE ASSIGNMENT: Payment	
					750-2174	507.69
					Total :	**507.69**
140209	1/12/2012	82468 LOWE'S OF HEMET STORE #1556	98006176451		BUILDING SUPPLIES	
					BUILDING SUPPLIES	
					110-3100-2801	162.76
			98006176469		BUILDING SUPPLIES	
					BUILDING SUPPLIES	
					100-2073	77.76
					BUILDING SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140209	1/12/2012	82468 LOWE'S OF HEMET STORE #1556	(Continued)			
					225-8250-2450	14.75
					BUILDING SUPPLIES	
					221-4200-2850	138.73
					BUILDING SUPPLIES	
					221-4200-2450	248.43
					Total :	**642.43**
140210	1/12/2012	79674 MATHESON TRI-GAS, INC	03731574		INDUSTRIAL GAS AS NEEDED THROU(	
				2011-000552	INDUSTRIAL GAS AS NEEDED THROU(	
					110-3200-2452	53.65
			03774403		INDUSTRIAL GAS AS NEEDED THROU(	
				2011-000552	INDUSTRIAL GAS AS NEEDED THROU(	
					110-3200-2452	42.85
			03824562		INDUSTRIAL GAS AS NEEDED THROU(	
				2011-000552	INDUSTRIAL GAS AS NEEDED THROU(	
					110-3200-2452	62.50
			03824563		INDUSTRIAL GAS AS NEEDED THROU(	
				2011-000552	INDUSTRIAL GAS AS NEEDED THROU(	
					110-3200-2452	51.70
			03824564		~	
				2011-000552	~	
					110-3200-2452	40.90
			03824565		~	
				2011-000552	~	
					110-3200-2452	46.30
					Total :	**297.90**
140211	1/12/2012	81760 MATTHEW BENDER & CO, INC	26256584		MANUAL	
					MANUAL	
					120-3350-2220	49.12
					Total :	**49.12**
140212	1/12/2012	81240 MICROMARKETING LLC	423548		DVD'S	
					DVD'S	
					363-6100-2226	25.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140212	1/12/2012	81240 MICROMARKETING LLC	(Continued)			
			423648		DVD'S	
					DVD'S	
					363-6100-2226	51.00
			424178		DVD'S	
					DVD'S	
					363-6100-2226	9.99
			424824		DVD'S	
					DVD'S	
					363-6100-2226	30.99
					Total :	**117.96**
140213	1/12/2012	89157 MODULAR SPACE CORP	106022097		SISK BLGD/DELIVERY/BLOCK/LEVEL	
					SISK BLGD/DELIVERY/BLOCK/LEVEL	
					683-2200-2725	113.27
					Total :	**113.27**
140214	1/12/2012	89750 MONTES, YADIRA	Ben305075		WAGE ASSIGNMENT: Payment	
					WAGE ASSIGNMENT: Payment	
					750-2174	222.46
					Total :	**222.46**
140215	1/12/2012	44575 MUZAK LLC	241750		MUSIC SYSTEM CITY HALL/YARD	
					MUSIC SYSTEM CITY HALL/YARD	
					685-4560-2400	77.94
			242056		MUSIC SYSTEM CITY HALL/YARD	
					MUSIC SYSTEM CITY HALL/YARD	
					685-4560-2400	53.45
					Total :	**131.39**
140216	1/12/2012	87916 MY-LOR, INC	13349		COMMAND BOARDS	
					COMMAND BOARDS	
					110-3200-2700	190.52
					Total :	**190.52**
140218	1/12/2012	60450 NAPA AUTO PARTS	284058		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140218	1/12/2012	60450 NAPA AUTO PARTS	(Continued)			
					110-3200-2450	25.64
			284363		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					110-3200-2450	26.61
			285295		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	140.26
			285623		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	66.83
			286509		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	462.20
			286519		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	15.93
			286609		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	11.72
			286660		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	-9.70
			286700		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	32.08
			286832		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	4.05
			287119		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	34.23
			287237		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	1.13
			287256		AUTO PARTS & SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140218	1/12/2012	60450 NAPA AUTO PARTS	(Continued)			
					AUTO PARTS & SUPPLIES	
					684-4550-2350	5.70
			287278		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	-22.61
			287479		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	0.74
			288141		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	6.36
			288174		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	194.97
			288218		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	15.62
			288236		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	6.32
			288363		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	106.04
			288419		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	24.48
			288497		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	113.19
			288640		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	-173.22
			288760		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	19.42

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140218	1/12/2012	60450 NAPA AUTO PARTS	(Continued)			
			288764		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	93.08
			288865		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	121.98
			288895		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	80.66
			288898		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	2.25
			289681		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	10.88
			289793		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	9.91
			388228		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	38.00
			388441		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	24.03
					Total :	**1,488.78**
140219	1/12/2012	90547 NATIONAL FAIR HOUSING ALLIANCE	REG FEE		LEBRON,CALLAHAN,DAVIS,RIV,1/30	
					LEBRON,CALLAHAN,DAVIS,RIV,1/30	
					240-1925-2560	25.00
					LEBRON,CALLAHAN,DAVIS,RIV,1/30	
					242-8820-2400	50.00
					Total :	**75.00**
140220	1/12/2012	45220 NATIONAL NOTARY ASSOCIATION	REQ 01-09		RENEWAL, FLORES	
					RENEWAL, FLORES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140220	1/12/2012	45220 NATIONAL NOTARY ASSOCIATION	(Continued)			
					120-1700-2220	401.00
					Total :	**401.00**
140221	1/12/2012	71641 NATIONWIDE RETIREMENT SOLUTION	Ben305059		DEFERRED COMPENSATION: Payment	
					DEFERRED COMPENSATION: Payment	
					750-2130	5,440.52
					Total :	**5,440.52**
140222	1/12/2012	75066 NEXTEL COMMUNICATIONS	637165314		CELLPHONE SERVICE	
					CELLPHONE SERVICE	
					100-1200-2200	597.10
					CELLPHONE SERVICE	
					120-3300-2200	482.78
					CELLPHONE SERVICE	
					100-1300-2200	56.84
					CELLPHONE SERVICE	
					100-1100-2200	57.01
					CELLPHONE SERVICE	
					120-3350-2200	447.56
					CELLPHONE SERVICE	
					391-8905-2200	54.76
					CELLPHONE SERVICE	
					120-4100-2200	193.56
					CELLPHONE SERVICE	
					684-4550-2200	64.04
					CELLPHONE SERVICE	
					685-4560-2200	214.38
					CELLPHONE SERVICE	
					110-3200-2200	587.91
					CELLPHONE SERVICE	
					110-3225-2200	75.84
					CELLPHONE SERVICE	
					291-1926-2200	119.58
					CELLPHONE SERVICE	
					100-1800-2200	104.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140222	1/12/2012	75066 NEXTEL COMMUNICATIONS	(Continued)			
					CELLPHONE SERVICE	
					680-1930-2200	278.25
					CELLPHONE SERVICE	
					228-8265-2200	32.02
					CELLPHONE SERVICE	
					120-1700-2200	79.00
					CELLPHONE SERVICE	
					686-4150-2200	211.57
					CELLPHONE SERVICE	
					110-4250-2200	32.02
					CELLPHONE SERVICE	
					686-4100-2200	41.70
					CELLPHONE SERVICE	
					553-4500-2200	257.02
					CELLPHONE SERVICE	
					254-4650-2200	52.06
					CELLPHONE SERVICE	
					221-4200-2200	223.22
					CELLPHONE SERVICE	
					100-1500-2710	32.53
					CELLPHONE SERVICE	
					254-4600-2200	166.88
					CELLPHONE SERVICE	
					571-9000-2200	690.30
					CELLPHONE SERVICE	
					225-8250-2200	290.53
					Total :	**5,443.21**
140223	1/12/2012	72291 OFFICE DEPOT	589777984001		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					236-3163-5400	242.43
			591221549001		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					100-1400-2250	133.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140223	1/12/2012	72291 OFFICE DEPOT	(Continued)			
			591999467001		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3100-2253	483.44
			591999498001		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3100-2253	22.08
					Total :	**881.79**
140224	1/12/2012	75503 ORLEANS HOTEL, THE	REQ 0105		LODGING,STEENSON,EDUCODE,2/27-	
					LODGING,STEENSON,EDUCODE,2/27-	
					120-3300-2560	124.00
					Total :	**124.00**
140225	1/12/2012	77809 ORME, MARK	REQ 12/27		REIMB EXP, RETIREMENT CEREMONY	
					REIMB EXP, RETIREMENT CEREMONY	
					100-1100-2250	20.00
					Total :	**20.00**
140226	1/12/2012	84662 OVERMYER, VINCE	OCT-DEC 2011		PLANNING COMMISSION STIPEND	
					PLANNING COMMISSION STIPEND	
					120-1700-2710	150.00
					Total :	**150.00**
140227	1/12/2012	30380 OVERNIGHT INDUSTRIAL SUPPLY	57579		JANITORIAL SUPPLIES	
					JANITORIAL SUPPLIES	
					685-4560-2450	159.04
			57639		JANITORIAL SUPPLIES	
					JANITORIAL SUPPLIES	
					685-4560-2450	1,234.13
			57732		JANITORIAL SUPPLIES	
					JANITORIAL SUPPLIES	
					685-4560-2450	302.78
			57772		JANITORIAL SUPPLIES	
					JANITORIAL SUPPLIES	
					685-4560-2450	12.66

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140227	1/12/2012	30380 30380 OVERNIGHT INDUSTRIAL SUPPLY (Continued)			**Total :**	**1,708.61**
140228	1/12/2012	70718 P T O SALES CORP	5212510046		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	401.09
					Total :	**401.09**
140229	1/12/2012	73412 PACIFIC ALARM SERVICE	107405		ALARM SERVICE	
					ALARM SERVICE	
					685-4560-2400	192.50
			107408		ALARM SERVICE	
					ALARM SERVICE	
					685-4560-2400	41.50
			107411		ALARM SERVICE	
					ALARM SERVICE	
					685-4560-2400	42.50
			107412		ALARM SERVICE	
					ALARM SERVICE	
					685-4560-2400	63.50
			107413		ALARM SERVICE	
					ALARM SERVICE	
					685-4560-2400	43.50
			107414		ALARM SERVICE	
					ALARM SERVICE	
					685-4560-2400	293.50
			107415		ALARM SERVICE	
					ALARM SERVICE	
					685-4560-2400	20.25
			107416		ALARM SERVICE	
					ALARM SERVICE	
					685-4560-2400	124.00
			107417		ALARM SERVICE	
					ALARM SERVICE	
					685-4560-2400	49.50
					Total :	**870.75**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140230	1/12/2012	88716 PACIFIC TELEMANAGMENT SERVICES	325608		PAY PHONE	
					PAY PHONE	
					110-3100-2702	35.00
					Total :	**35.00**
140231	1/12/2012	77737 PARTY PLANNERS	2908		HOLIDAY LUNCHEON, 12/19	
					HOLIDAY LUNCHEON, 12/19	
					100-1100-2560	267.21
					Total :	**267.21**
140232	1/12/2012	80400 PETTY CASH-POLICE	REQ 01/05		REIMBURSE PETTY CASH FUND	
					REIMBURSE PETTY CASH FUND	
					110-3100-2563	171.92
					REIMBURSE PETTY CASH FUND	
					110-3100-2553	26.99
					REIMBURSE PETTY CASH FUND	
					110-3100-2801	50.64
					Total :	**249.55**
140233	1/12/2012	77237 PINS & NEEDLES EMBROIDERY	8207		SHIRTS/HATS/PATCHES EMBROIDERY	
					SHIRTS/HATS/PATCHES EMBROIDERY	
					110-3100-2703	153.54
			8208		SHIRTS/HATS/PATCHES EMBROIDERY	
					SHIRTS/HATS/PATCHES EMBROIDERY	
					110-3100-2703	230.32
					Total :	**383.86**
140234	1/12/2012	51796 PIP PRINTING #875	119569		COPYING & PRINTING SERVICE	
					COPYING & PRINTING SERVICE	
					291-1925-2250	18.01
			120693		COPYING & PRINTING SERVICE	
					COPYING & PRINTING SERVICE	
					110-3100-2717	70.30
			120717		COPYING & PRINTING SERVICE	
					COPYING & PRINTING SERVICE	
					686-4100-2250	187.15

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140234	1/12/2012	51796 PIP PRINTING #875	(Continued)			
			120724		COPYING & PRINTING SERVICE	
					COPYING & PRINTING SERVICE	
					683-2200-2725	201.61
			120729		COPYING & PRINTING SERVICE	
					COPYING & PRINTING SERVICE	
					686-4100-2250	40.45
			120782		COPYING & PRINTING SERVICE	
					COPYING & PRINTING SERVICE	
					242-8820-2400	56.41
					Total :	**573.93**
140235	1/12/2012	77249 PITNEY BOWES INC	743887		POSTAGE MACHINE RNTL/SUPP	
					POSTAGE MACHINE RNTL/SUPP	
					110-6100-2250	124.64
					Total :	**124.64**
140236	1/12/2012	74951 PITNEY BOWES PURCHASE POWER	8-9-10777393		ANNUAL POSTAGE BY PHONE RESET	
				2012-000346	ANNUAL POSTAGE BY PHONE RESET	
					110-6100-2250	560.14
					Total :	**560.14**
140237	1/12/2012	70826 POST AND PARCEL PLUS	79629		PACKAGING/MAILING SERVICE	
					PACKAGING/MAILING SERVICE	
					110-3200-2250	25.74
			79633		PACKAGING/MAILING SERVICE	
					PACKAGING/MAILING SERVICE	
					110-3200-2250	12.50
			80741		PACKAGING/MAILING SERVICE	
					PACKAGING/MAILING SERVICE	
					100-2073	15.21
			80862		PACKAGING/MAILING SERVICE	
					PACKAGING/MAILING SERVICE	
					110-3100-2253	10.95
					Total :	**64.40**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140238	1/12/2012	79081 PRO INET	3932		CELLULAR PHONE ACCESSORIES	
					CELLULAR PHONE ACCESSORIES	
					221-4200-2450	37.69
					Total :	**37.69**
140239	1/12/2012	85286 PROFESSIONAL CONSTRUCTION SVCS	1452		~	
				2012-000184	~	
					120-3350-2400	425.00
			1453		~	
				2012-000184	~	
					120-3350-2400	325.00
			1454		~	
				2012-000184	~	
					120-3350-2400	450.00
			1458		~	
				2012-000184	~	
					120-3350-2400	75.00
			1459		~	
				2012-000184	~	
					120-3350-2400	225.00
			1460		~	
				2012-000184	~	
					120-3350-2400	145.00
			1461		BOARD UP/WEED ABATE/CLEANUP	
					BOARD UP/WEED ABATE/CLEANUP	
					247-1901-2710	61.35
					BOARD UP/WEED ABATE/CLEANUP	
					291-1925-2400	163.65
			1462		~	
				2012-000184	~	
					120-3350-2400	250.00
					Total :	**2,120.00**
140240	1/12/2012	53359 PUBLIC EMPLOYEES RETIREMENT SY	Ben305057		PERS SERV CRDT-TAX DEF: Payment	
					PERS SERV CRDT-TAX DEF: Payment	
					750-2120	7,856.41

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140240	1/12/2012	53359 PUBLIC EMPLOYEES RETIREMENT SY	(Continued)			
					PENSION: Payment	
					750-2120	294,082.28
					SURVIVOR BENEFITS-PERS MISC: Pay	
					750-2120	150.66
					SURVIVOR BENEFITS-PERS SAFETY: F	
					750-2120	100.44
					P.E.R.S. PENSION	
					100-1400-1400	-0.96
					EPMC: Payment	
					750-2120	816.83
					Total :	**303,005.66**
140241	1/12/2012	54195 RADIO SHACK	019537		ELECTRONIC PARTS & SUPPLIES	
					ELECTRONIC PARTS & SUPPLIES	
					110-3100-2801	36.61
			030291		ELECTRONIC PARTS & SUPPLIES	
					ELECTRONIC PARTS & SUPPLIES	
					680-1930-2450	16.10
			042310		ELECTRONIC PARTS & SUPPLIES	
					ELECTRONIC PARTS & SUPPLIES	
					680-1930-2450	8.26
			676333		ELECTRONIC PARTS & SUPPLIES	
					ELECTRONIC PARTS & SUPPLIES	
					680-1930-2450	-16.30
					Total :	**44.67**
140242	1/12/2012	76779 RANDOM HOUSE, INC	1082904477		AUDIO BOOKS	
					AUDIO BOOKS	
					363-6100-2226	38.79
					Total :	**38.79**
140243	1/12/2012	88474 REGENTS OF UNIVERSITY OF CA	861002673		FEES	
					FEES	
					110-2080	181.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140243	1/12/2012	88474 88474 REGENTS OF UNIVERSITY OF CA	(Continued)		Total :	181.25
140244	1/12/2012	86716 REVENUE EXPERTS, INC	39152		CITATION PROCESSING	
					CITATION PROCESSING	
					120-3350-2710	1,339.69
					Total :	1,339.69
140245	1/12/2012	77883 RICOH AMERICAS CORPORATION	414095557		~	
				2012-000147	EXCESS COPY CHARGES ~	
					120-3300-2400	244.84
					Total :	244.84
140246	1/12/2012	75335 RIVERSIDE COUNTY SHERIFF	TUITION		TUTTLE/BARRON,T/C,RIV,12/5-9	
					TUTTLE/BARRON,T/C,RIV,12/5-9	
					130-3100-2560	472.00
					Total :	472.00
140247	1/12/2012	74575 RIVERSIDE, COUNTY OF (TLMA)	TL-10000000016		TRAFFIC SIGNAL	
					TRAFFIC SIGNAL	
					221-4200-2400	3,098.03
					Total :	3,098.03
140248	1/12/2012	89261 ROGERS, DAVID	OCT-DEC 2011		PLANNING COMMISSION STIPEND	
					PLANNING COMMISSION STIPEND	
					120-1700-2710	150.00
					Total :	150.00
140249	1/12/2012	18638 SAN JACINTO, CITY OF	04651		ENTERPRISE ZONE FEASIBILITY	
					ENTERPRISE ZONE FEASIBILITY	
					391-8905-2710	5,000.00
			04652		IE TOURISM COUNCIL SHARE OF COS	
					IE TOURISM COUNCIL SHARE OF COS	
					391-8905-2220	1,250.00
					Total :	6,250.00
140250	1/12/2012	70979 SECRETARY OF STATE	REQ 01/10		NOTARY PUBLIC EXAM, FLORES	
					NOTARY PUBLIC EXAM, FLORES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140250	1/12/2012	70979 SECRETARY OF STATE	(Continued)			
					120-1700-2220	40.00
					Total :	**40.00**
140251	1/12/2012	69109 SEIU LOCAL 721,CTW AND CLC	Ben305047		SEIU CONTRIBUTIONS: Payment	
					SEIU CONTRIBUTIONS: Payment	
					750-2163	2,606.76
					Total :	**2,606.76**
140252	1/12/2012	76601 SEVEN HILLS RESORTS CORP	10557		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	319.24
			82966		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	330.15
					Total :	**649.39**
140253	1/12/2012	85416 SLADDEN ENGINEERING	29392		~	
				2012-000429	~	
					329-5554-2710	5,460.00
					Total :	**5,460.00**
140255	1/12/2012	59145 SOUTHERN CALIFORNIA EDISON	2012028205		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	173.34
			2012028759		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8260-2100	132.56
			2012028767		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8262-2100	588.87
			2012029070		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	13.33
			2107059958		ELECTRIC BILLS	
					ELECTRIC BILLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140255	1/12/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued)			
					227-8260-2100	1,567.29
			2232322826		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	655.23
			2232322891		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	221.43
			2232322925		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	3,130.62
					ELECTRIC BILLS	
					571-9000-2100	134.93
			2232323063		ELECTRIC BILLS	
					ELECTRIC BILLS	
					110-4250-2100	875.96
			2232323196		ELECTRIC BILLS	
					ELECTRIC BILLS	
					221-4200-2100	1,850.12
			2232323303		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	24,056.69
			2235085602		ELECTRIC BILLS	
					ELECTRIC BILLS	
					221-4200-2100	38.01
			2235085818		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	54.04
			2242040640		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	18.28
			2244518882		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	12.29
			2245871876		ELECTRIC BILLS	
					ELECTRIC BILLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140255	1/12/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued)			
					685-4560-2100	6,199.05
			2247384472		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	20.05
			2253021661		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8263-2100	120.11
			2256034810		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	36.47
			2263709958		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	57.28
			2277569539		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8279-2100	63.20
			2280141748		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8262-2100	66.82
			2282756154		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8262-2100	44.79
			2283624914		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	264.62
			2290834720		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	169.92
			2301449542		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8267-2100	68.85
					ELECTRIC BILLS	
					228-8267-2100	116.51
			2304749179		ELECTRIC BILLS	
					ELECTRIC BILLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140255	1/12/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued)			
					685-4560-2100	418.36
			2304917719		ELECTRIC BILLS	
					ELECTRIC BILLS	
					228-8279-2100	71.94
			2308761147		ELECTRIC BILLS	
					ELECTRIC BILLS	
					228-8285-2100	22.65
					ELECTRIC BILLS	
					227-8285-2100	16.66
			2309599926		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8272-2100	550.20
					ELECTRIC BILLS	
					228-8272-2100	44.39
			2315302687		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8272-2100	58.73
			2315913368		ELECTRIC BILLS	
					ELECTRIC BILLS	
					228-8270-2100	110.26
			2318815362		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	472.07
			2336168786		ELECTRIC BILLS	
					ELECTRIC BILLS	
					228-8265-2100	24.23
					Total :	**42,540.15**
140256	1/12/2012	59150 SOUTHERN CALIFORNIA GAS CO	01588594562		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	455.72
			03682435007		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	83.97
			05552545005		MONTHLY GAS BILLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140256	1/12/2012	59150 SOUTHERN CALIFORNIA GAS CO	(Continued)			
					MONTHLY GAS BILLS	
					685-4560-2100	147.21
			11642551425		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					110-3100-2805	105.04
			12272552006		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	52.49
			13552433008		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	1,338.88
			14602433568		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	124.02
			16915239764		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	27.53
			17332433840		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	68.06
			17542433523		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	83.33
			17752433346		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	96.37
			17962433391		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	86.83
			19222435406		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	185.07
			19432435725		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	234.71

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140256	1/12/2012	59150 59150 SOUTHERN CALIFORNIA GAS CO	(Continued)		**Total :**	**3,089.23**
140257	1/12/2012	88913 SOUTHWEST WHOLESALE NURSERY	111262		LANDSCAPE MATERIAL	
					LANDSCAPE MATERIAL	
					228-8250-2450	751.45
					Total :	**751.45**
140258	1/12/2012	60005 STANDARD INSURANCE OF OREGON	Ben305049		LIFE INSURANCE GENERAL EMP: Payn	
					LIFE INSURANCE GENERAL EMP: Payn	
					750-2145	790.50
					LIFE INSURANCE MGMT: Payment	
					750-2145	816.00
					LIFE INSURANCE POLICE: Payment	
					750-2145	686.75
					LIFE INSURANCE FIRE: Payment	
					750-2145	416.50
					LIFE INSURANCE CWA: Payment	
					750-2145	170.00
					LIFE INSURANCE PREMIUMS	
					110-3100-1400	3.25
					Total :	**2,883.00**
140260	1/12/2012	76654 STAPLES ADVANTAGE	3165020864		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					291-1926-2250	159.65
			3166898858		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					100-1200-2250	145.88
			3166898859		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					100-1400-2250	206.58
			3166898860		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					120-3300-2250	54.50
			3166898861		OFFICE SUPPLIES	
					OFFICE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140260	1/12/2012	76654 STAPLES ADVANTAGE	(Continued)			
					120-3300-2250	183.58
			3166898869		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					100-1400-2250	63.01
			3166898870		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					100-1400-2250	18.21
			3166898874		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3200-2250	226.75
			3166898876		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3200-2250	650.92
			3166898877		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3200-2250	-192.94
			3166898879		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3200-2450	84.97
			3166898880		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3200-2450	140.90
			3166898883		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					100-1800-2250	57.10
			3166898884		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					100-1800-2250	-35.20
			3166898895		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					120-1700-2250	365.70
			3166898900		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3100-2801	107.58
			3166898901		OFFICE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140260	1/12/2012	76654 STAPLES ADVANTAGE	(Continued)			
					OFFICE SUPPLIES	
					110-3100-2253	69.77
			3166898902		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3100-2253	383.78
			3166898907		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3100-2253	275.25
			3166898908		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3100-2253	199.00
			3166898910		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					684-4550-2250	88.91
					OFFICE SUPPLIES	
					571-9000-2250	268.68
					OFFICE SUPPLIES	
					686-4150-2250	231.13
			3166898911		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					571-9000-2250	25.88
			3166898912		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					686-4150-2250	147.79
			3166898913		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					686-4150-2250	143.13
					OFFICE SUPPLIES	
					571-9000-2250	8.52
			3166898915		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					686-4150-2250	273.17
					OFFICE SUPPLIES	
					571-9000-2250	22.99
			3166898916		OFFICE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140260	1/12/2012	76654 STAPLES ADVANTAGE	(Continued)			
					OFFICE SUPPLIES	
					686-4150-2250	109.53
			3166898917		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					686-4150-2250	6.77
			3166898918		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					686-4150-2250	-6.77
			316898864		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					391-8905-2250	80.66
					Total :	**4,565.38**
140261	1/12/2012	60095 STATE BOARD OF EQUALIZATION	12/31/11		SALE USE TAX	
					SALE USE TAX	
					100-2033	874.65
					SALE USE TAX	
					100-0790	0.35
					CORRECT MINITEX SALES TAX DUE	
					110-2080	201.89
					CORRECT MINITEX SALES TAX DUE	
					100-2033	-201.89
					Total :	**875.00**
140262	1/12/2012	78369 STERICYCLE INC	3001666991		MEDICAL WASTE DISPOSAL	
					MEDICAL WASTE DISPOSAL	
					110-3100-2713	1,066.44
					Total :	**1,066.44**
140263	1/12/2012	90549 SUFFOLK CONSTUCTION CO	C01110-014		CASH BOND RELEASE,340 S PALM	
					CASH BOND RELEASE,340 S PALM	
					110-2060	10,000.00
					Total :	**10,000.00**
140264	1/12/2012	90550 SUFFOLK ROEL INC	B1107-092		CASH BOND RELEASE, 340 S PALM	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140264	1/12/2012	90550 SUFFOLK ROEL INC	(Continued)			
					CASH BOND RELEASE, 340 S PALM	
					110-2060	4,000.00
					Total :	**4,000.00**
140265	1/12/2012	79401 SUNGARD PUBLIC SECTOR INC	41916		HTE MTNCE CONTRACT	
					HTE MTNCE CONTRACT	
					110-3100-2402	49,000.00
					HTE MTNCE CONTRACT	
					110-3100-2711	11,178.14
					Total :	**60,178.14**
140266	1/12/2012	90539 SUNSHINE JANITORIAL SERVICE	30449		JANITORIAL SERVICE	
					JANITORIAL SERVICE	
					685-4560-2460	600.00
					Total :	**600.00**
140267	1/12/2012	30355 SUPERIOR REDI MIX	477010		CONCRETE,ROCK,SAND	
					CONCRETE,ROCK,SAND	
					685-4560-2450	421.57
			477306		CONCRETE,ROCK,SAND	
					CONCRETE,ROCK,SAND	
					221-4200-2450	783.34
			477477		CONCRETE,ROCK,SAND	
					CONCRETE,ROCK,SAND	
					221-4200-2450	64.11
			478043		CONCRETE,ROCK,SAND	
					CONCRETE,ROCK,SAND	
					221-4200-2450	853.38
			478059		CONCRETE,ROCK,SAND	
					CONCRETE,ROCK,SAND	
					221-4200-2450	150.85
			478060		CONCRETE,ROCK,SAND	
					CONCRETE,ROCK,SAND	
					221-4200-2450	603.40
			478061		CONCRETE,ROCK,SAND	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140267	1/12/2012	30355 SUPERIOR REDI MIX	(Continued)			
					CONCRETE,ROCK,SAND	
					221-4200-2450	150.85
			479029		CONCRETE,ROCK,SAND	
					CONCRETE,ROCK,SAND	
					221-4200-2450	1,150.11
			479512		CONCRETE,ROCK,SAND	
					CONCRETE,ROCK,SAND	
					221-4200-2450	707.37
					Total :	**4,884.98**
140268	1/12/2012	61002 SWAIN'S ELECTRIC MOTOR SERVICE	6247		ELECTRIC MOTOR SERVICE	
					ELECTRIC MOTOR SERVICE	
					685-4560-2450	511.04
			6250		ELECTRIC MOTOR SERVICE	
					ELECTRIC MOTOR SERVICE	
					685-4560-2450	121.56
					Total :	**632.60**
140269	1/12/2012	89262 THOMPSON, CHAUNCEY	OCT-DEC 2011		PLANNING COMMISSION STIPEND	
					PLANNING COMMISSION STIPEND	
					120-1700-2710	150.00
					Total :	**150.00**
140270	1/12/2012	69590 TIRES WAREHOUSE OF HEMET	10787		FOR TIRES, TUBES & SERVICE ~	
				2012-000360	FOR TIRES, TUBES & SERVICE ~	
					684-4550-2350	1,362.46
			10789		FOR TIRES, TUBES & SERVICE ~	
				2012-000360	FOR TIRES, TUBES & SERVICE ~	
					684-4550-2350	609.28
			10790		TIRES & SUPPLIES	
					TIRES & SUPPLIES	
					684-4550-2350	4,220.26
			10791		TIRES & SUPPLIES	
					TIRES & SUPPLIES	
					684-4550-2350	840.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140270	1/12/2012	69590 69590 TIRES WAREHOUSE OF HEMET	(Continued)		**Total :**	**7,032.74**
140271	1/12/2012	69589 TOP-LINE INDUSTRIAL PRODUCTS	318770		AUTOMOTIVE PARTS & SUPPLIES	
					AUTOMOTIVE PARTS & SUPPLIES	
					684-4550-2450	19.42
			319137		AUTOMOTIVE PARTS & SUPPLIES	
					AUTOMOTIVE PARTS & SUPPLIES	
					684-4550-2450	82.19
					Total :	**101.61**
140272	1/12/2012	88518 TYLER TECHNOLOGIES INC	045-58436		EDEN SOFTWARE SUPPORT	
					EDEN SOFTWARE SUPPORT	
					100-1400-2400	11,588.41
					EDEN SOFTWARE SUPPORT	
					100-1800-2400	4,500.00
					EDEN SOFTWARE SUPPORT	
					254-4600-2400	5,400.00
					EDEN SOFTWARE SUPPORT	
					254-4650-2400	5,400.00
					EDEN SOFTWARE SUPPORT	
					571-9000-2400	12,000.00
					EDEN SOFTWARE SUPPORT	
					553-4500-2400	8,900.00
					Total :	**47,788.41**
140273	1/12/2012	81198 ULTSCH, ADRIAN	ULTSCH/A		EMPLOYEE COMPUTER PURCHASE	
					EMPLOYEE COMPUTER PURCHASE	
					110-1246	765.24
					Total :	**765.24**
140274	1/12/2012	85686 UNIQUE MANAGEMENT SERVICES INC	212780		LIBRARY COLLECTIONS	
					LIBRARY COLLECTIONS	
					110-2080	948.70
					Total :	**948.70**
140275	1/12/2012	69111 UNITED WAY	Ben305051		UNITED WAY: Payment	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140275	1/12/2012	69111 UNITED WAY	(Continued)			
					UNITED WAY: Payment	
					750-2176	343.00
					Total :	**343.00**
140276	1/12/2012	70074 V & V MANUFACTURING INC	35655		NEW BADGES & REPAIRS	
					NEW BADGES & REPAIRS	
					110-3100-2702	238.48
					Total :	**238.48**
140277	1/12/2012	69777 VALLEY RESTART SHELTER	OCT 2011		CDBG REIMBURSEMENT	
					CDBG REIMBURSEMENT	
					240-3971-2400	1,364.46
					Total :	**1,364.46**
140278	1/12/2012	70903 VALLEY WIDE RECREATION & PARK	NOV 2011		GRAFFITI REMOVAL PROGRAM	
					GRAFFITI REMOVAL PROGRAM	
					228-4240-2400	4,033.07
					Total :	**4,033.07**
140279	1/12/2012	70903 VALLEY WIDE RECREATION & PARK	2		CDBG REIMBURSEMENT	
					CDBG REIMBURSEMENT	
					240-3973-2400	762.75
					Total :	**762.75**
140280	1/12/2012	26850 VERIZON CALIFORNIA	1860049		PHONE BILLS	
					PHONE BILLS	
					680-1930-2200	53.93
			6521190		PHONE BILLS	
					PHONE BILLS	
					680-1930-2200	82.81
			6580089		PHONE BILLS	
					PHONE BILLS	
					680-1930-2200	111.07
			9297978		PHONE BILLS	
					PHONE BILLS	
					680-1930-2200	82.81

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140280	1/12/2012	26850 VERIZON CALIFORNIA	(Continued)			
			osn2300		PHONE BILLS	
					PHONE BILLS	
					680-1930-2200	21.80
					Total :	**352.42**
140281	1/12/2012	80404 VERIZON WIRELESS	771855254		CELL PHONES/AIR CARDS	
					CELL PHONES/AIR CARDS	
					110-3100-2203	114.03
					Total :	**114.03**
140282	1/12/2012	82854 VISTA PAINT CORP	2012-891008		PAINT SUPPLIES	
					PAINT SUPPLIES	
					221-4200-2450	29.79
					Total :	**29.79**
140283	1/12/2012	32992 VULCAN MATERIALS CO	27922		BLACKTOP & BASE MATERIAL	
					BLACKTOP & BASE MATERIAL	
					221-4200-2450	199.42
			610882		BLACKTOP & BASE MATERIAL	
					BLACKTOP & BASE MATERIAL	
					221-4200-2450	134.25
			613532		BLACKTOP & BASE MATERIAL	
					BLACKTOP & BASE MATERIAL	
					221-4200-2450	202.12
			616743		BLACKTOP & BASE MATERIAL	
					BLACKTOP & BASE MATERIAL	
					221-4200-2450	267.29
			621926		BLACKTOP & BASE MATERIAL	
					BLACKTOP & BASE MATERIAL	
					221-4200-2450	202.80
					Total :	**1,005.88**
140284	1/12/2012	90543 WALGREEN CO #1081	48811		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	128.99

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140284	1/12/2012	90543 90543 WALGREEN CO #1081	(Continued)		Total :	128.99
140285	1/12/2012	88762 WALKER'S HOME REPAIR	8618		CDBG REIMBURSEMENT	
					CDBG REIMBURSEMENT	
					240-3974-2400	7,300.00
					Total :	7,300.00
140286	1/12/2012	87377 WANCO INC	102913		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	528.42
					Total :	528.42
140287	1/12/2012	76803 WATERS, JIM	EDUCAT 11/23		EDUCATIONAL PREPAYMENT	
					EDUCATIONAL PREPAYMENT	
					110-3100-1400	540.00
					Total :	540.00
140288	1/12/2012	79158 WEST PAYMENT CENTER	6076651427		PUBLICATIONS	
					PUBLICATIONS	
					363-6100-2225	7.48
					Total :	7.48
140289	1/12/2012	76234 WESTERN FIRE CO	12061CHLA		FIRE SPRINKLER/EXTINGUSHER SVC	
					FIRE SPRINKLER/EXTINGUSHER SVC	
					685-4560-2400	790.00
					Total :	790.00
140290	1/12/2012	75597 WILLDAN FINANCIAL SERVICES	010-16260		CFD ADMIN SERVICED 2011/12	
					CFD ADMIN SERVICED 2011/12	
					234-3100-2710	251.82
					CFD ADMIN SERVICED 2011/12	
					234-3200-2710	251.81
					Total :	503.63
140291	1/12/2012	75826 WISEHART, DEBORAH L	Ben305061		WAGE ASSIGNMENT: Payment	
					WAGE ASSIGNMENT: Payment	
					750-2174	125.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140291	1/12/2012	75826 75826 WISEHART, DEBORAH L	(Continued)		**Total :**	**125.00**
140292	1/12/2012	68755 XEROX CORPORATION	059313028		LEASE/METER USAGE/COPIER	
					LEASE/METER USAGE/COPIER	
					110-3100-2805	38.20
					Total :	**38.20**

197 Vouchers for bank code : 001 **Bank total : 1,294,436.62**

197 Vouchers in this report **Total vouchers : 1,294,436.62**

I, Rita Conrad, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Hemet, and that I am authorized to authenticate and certify to said claim.

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140293	1/26/2012	10319 A B M BUSINESS MACHINES, INC	011446		EXTENSION OF SERVICE WARRANTY I	
				2012-000449	EXTENSION OF SERVICE WARRANTY I	
					100-1400-2400	249.00
					Total :	**249.00**
140294	1/26/2012	71916 A D T SECURITY SYSTEMS, INC	63238317		SECURITY SYSTEM	
					SECURITY SYSTEM	
					685-4560-2400	37.49
			63238334		SECURITY SYSTEM	
					SECURITY SYSTEM	
					685-4560-2400	64.60
					Total :	**102.09**
140295	1/26/2012	73700 A J BUSINESS MACHINES	18077		BUSINESS MACHINE REPAIRS	
					BUSINESS MACHINE REPAIRS	
					100-1100-2250	90.00
					Total :	**90.00**
140296	1/26/2012	85722 A T & T MOBILITY	870024283		WIRELESS SERVICE	
					WIRELESS SERVICE	
					110-3100-2202	199.46
			999159630		WIRELESS SERVICE	
					WIRELESS SERVICE	
					110-3100-2202	1,641.06
					Total :	**1,840.52**
140297	1/26/2012	77213 ACE WEED ABATEMENT, INC	1422		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	555.00
			1423		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	140.00
			1424		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	520.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140297	1/26/2012	77213 ACE WEED ABATEMENT, INC	(Continued)			
			1425		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	280.00
			1426		FOR WEED ABATEMENT SERVICES IN	
				2012-000267	FOR WEED ABATEMENT SERVICES IN	
					110-3225-2400	90.00
					Total :	**1,585.00**
140298	1/26/2012	83711 ADAME LANDSCAPE INC	44575		LANDSCAPING AND MAINTENANCE	
					LANDSCAPING AND MAINTENANCE	
					228-8268-2450	14.40
			44576		LANDSCAPING AND MAINTENANCE	
					LANDSCAPING AND MAINTENANCE	
					228-8264-2450	24.00
			44577		LANDSCAPING AND MAINTENANCE	
					LANDSCAPING AND MAINTENANCE	
					225-8250-2450	25.20
					Total :	**63.60**
140299	1/26/2012	87633 AETNA	FEB 2012		RETIRED EMPLOYEES-NON MEDICARE	
					RETIRED EMPLOYEES-NON MEDICARE	
					689-2150-2400	160,410.31
					Total :	**160,410.31**
140300	1/26/2012	90631 AETNA	JAN&FEB 2012		MEDICARE SUPPLEMENTAL PLAN F	
					MEDICARE SUPPLEMENTAL PLAN F	
					689-2150-2400	1,863.58
					Total :	**1,863.58**
140301	1/26/2012	75041 AETNA HEALTH PLAN	Ben305701		AETNA PATRIOT V: Payment	
					AETNA PATRIOT V: Payment	
					750-2153	153,410.40
					MEDICAL INSURANCE HMO	
					750-2153	1,834.75
					MEDICAL INSUREANCE HMO	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140301	1/26/2012	75041 AETNA HEALTH PLAN	(Continued)			
					689-2150-2400	18,619.97
					BAKER	
					110-3200-1400	1,859.52
					MORA	
					689-2150-2400	-4,648.80
					WM	
					553-2045	13,946.40
					Total :	**185,022.24**
140302	1/26/2012	90552 AINSWORTH, JAMES/DIANN	87070		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	56.04
					Total :	**56.04**
140303	1/26/2012	82944 ALF PRINTS AND FRAMES	1013		PRINTS/FRAMES	
					PRINTS/FRAMES	
					110-3100-2801	43.10
					Total :	**43.10**
140304	1/26/2012	79396 ALL AUTO GLASS	8474		WINDSHIELD	
					WINDSHIELD	
					684-4550-2350	413.25
					Total :	**413.25**
140305	1/26/2012	10710 AL'S KUBOTA TRACTOR INC	302802		REPAIRS/PARTS/SHARPENING	
					REPAIRS/PARTS/SHARPENING	
					110-3200-2450	15.13
					Total :	**15.13**
140306	1/26/2012	90489 AMERICAN SHUTTER	10581		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	1.36
					Total :	**1.36**
140307	1/26/2012	90553 AMES, TRACY	94935		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140307	1/26/2012	90553 AMES, TRACY	(Continued)			
					571-0835	136.10
					Total :	**136.10**
140308	1/26/2012	11526 ANADY'S TROPHIES & ENGR INC	82614		NAME PLATES/TAGS - PLAQUE	
					NAME PLATES/TAGS - PLAQUE	
					100-1100-2250	93.74
			82615		NAME PLATES/TAGS - PLAQUE	
					NAME PLATES/TAGS - PLAQUE	
					100-1100-2250	29.09
			82625		NAME PLATES/TAGS - PLAQUE	
					NAME PLATES/TAGS - PLAQUE	
					110-3100-2801	26.94
			82690		NAME PLATES/TAGS - PLAQUE	
					NAME PLATES/TAGS - PLAQUE	
					110-3100-2452	15.62
					Total :	**165.39**
140309	1/26/2012	90554 ANDREWS, CLARISSA	97891		REFUND CLOSED UTILITY ACCOUNT	
					REFUND CLOSED UTILITY ACCOUNT	
					571-0835	24.07
					Total :	**24.07**
140310	1/26/2012	79820 ANGELA'S GLASS AND MIRROR	40744		EMERGENCY BOARD UP	
					EMERGENCY BOARD UP	
					110-3100-2801	90.00
					Total :	**90.00**
140311	1/26/2012	11873 APPLE ONE	01-2150304		HELLERSTEIN WE 12/31/11	
					HELLERSTEIN WE 12/31/11	
					100-1400-1250	13.13
					HELLERSTEIN WE 12/31/11	
					254-4600-1250	13.13
					HELLERSTEIN WE 12/31/11	
					571-9000-1250	13.12
					Total :	**39.38**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140312	1/26/2012	90555 AQUI ES	83903		REFUND CLOSED REFUSE ACCOUNT	
					REFUND CLOSED REFUSE ACCOUNT	
					571-0835	20.73
					Total :	**20.73**
140313	1/26/2012	90556 ARENA, PETER/BARBARA	94449		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	32.82
					Total :	**32.82**
140314	1/26/2012	72882 ARMORCAST PRODUCTS COMPANY	0133768		WATER METER BOXES	
					WATER METER BOXES	
					571-9000-2450	2,228.39
					Total :	**2,228.39**
140315	1/26/2012	12112 ARRANGEMENT GALLERY FLOR, INC	5274		FLORAL ARRANGEMENTS	
					FLORAL ARRANGEMENTS	
					100-1100-2250	277.83
			981		FLORAL ARRANGEMENTS	
					FLORAL ARRANGEMENTS	
					100-1100-2250	64.60
					Total :	**342.43**
140316	1/26/2012	12114 ARROWHEAD DRINKING WATER	HEMET121101		DRINKING WATER	
					DRINKING WATER	
					110-3100-2711	33.44
					DRINKING WATER	
					110-3100-2805	33.82
					DRINKING WATER	
					110-3100-2801	127.70
					DRINKING WATER	
					110-3200-2250	22.61
					Total :	**217.57**
140317	1/26/2012	82295 ASHER, MICHAEL	JUN-JUL 2011		TRAFFIC/PARKING COMMISSION MEET	
					TRAFFIC/PARKING COMMISSION MEET	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140317	1/26/2012	82295 ASHER, MICHAEL	(Continued)			
					221-4200-2710	50.00
					Total :	**50.00**
140318	1/26/2012	77997 AUTO ZONE, INC	2820863708		AUTO PARTS AND SUPPLIES	
					AUTO PARTS AND SUPPLIES	
					684-4550-2350	37.70
			2820863718		AUTO PARTS AND SUPPLIES	
					AUTO PARTS AND SUPPLIES	
					684-4550-2350	115.28
			2820863723		AUTO PARTS AND SUPPLIES	
					AUTO PARTS AND SUPPLIES	
					684-4550-2350	35.54
					Total :	**188.52**
140319	1/26/2012	13566 B & W PIPE & SUPPLY	90744		PIPE & LANDSCAPING SUPPLIES	
					PIPE & LANDSCAPING SUPPLIES	
					221-4200-2450	32.33
					Total :	**32.33**
140320	1/26/2012	89022 B N E EQUIPMENT REPAIR	4439		LANDSCAPING EQUIP REPAIR/PARTS	
					LANDSCAPING EQUIP REPAIR/PARTS	
					110-4250-2450	34.89
					LANDSCAPING EQUIP REPAIR/PARTS	
					228-8265-2450	34.88
					Total :	**69.77**
140321	1/26/2012	82263 B W I	234439D		BOOKS, CD'S, DVD'S, VHS	
					BOOKS, CD'S, DVD'S, VHS	
					363-6100-2223	230.91
			238005D		BOOKS, CD'S, DVD'S, VHS	
					BOOKS, CD'S, DVD'S, VHS	
					363-6100-2223	40.12
			239275D		BOOKS, CD'S, DVD'S, VHS	
					BOOKS, CD'S, DVD'S, VHS	
					363-6100-2222	5.81

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140321	1/26/2012	82263 B W I	(Continued)			
			242788D		BOOKS, CD'S, DVD'S, VHS	
					BOOKS, CD'S, DVD'S, VHS	
					363-6100-2220	40.35
					Total :	**317.19**
140322	1/26/2012	70164 BAKER & TAYLOR, INC	4010035200		FOR LIBRARY MATERIALS-LITERATUR	
				2012-000328	FOR LIBRARY BOOKS FOR THE PERIO	
					363-6100-2220	539.27
			4010044009		FOR LIBRARY MATERIALS-LITERATUR	
				2012-000328	FOR LIBRARY BOOKS FOR THE PERIO	
					363-6100-2220	2,531.82
			4010045186		FOR LIBRARY BBOKS FOR THE PERIO	
				2012-000326	FOR LIBRARY BBOKS FOR THE PERIO	
					363-6100-2228	87.30
			4010051296		FOR LIBRARY BBOKS FOR THE PERIO	
				2012-000326	FOR LIBRARY BBOKS FOR THE PERIO	
					363-6100-2228	138.33
			4010055561		FOR LIBRARY BBOKS FOR THE PERIO	
				2012-000326	FOR LIBRARY BBOKS FOR THE PERIO	
					363-6100-2228	47.18
			4010058724		FOR LIBRARY BBOKS FOR THE PERIO	
				2012-000326	FOR LIBRARY BBOKS FOR THE PERIO	
					363-6100-2228	36.21
					Total :	**3,380.11**
140323	1/26/2012	74556 BAKER, JOHN	FEB 2012		PYMT IN LIEU OF CONTR MEDICAL INS	
					PYMT IN LIEU OF CONTR MEDICAL INS	
					689-2150-2400	446.87
					Total :	**446.87**
140324	1/26/2012	90492 BED BATH & BEYOND	86406		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	288.60
					Total :	**288.60**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140325	1/26/2012	70645 BERNAN ASSOCIATES	9256476		REPLENISH BOOK ACCOUNT	
					REPLENISH BOOK ACCOUNT	
					363-6100-2221	120.24
					Total :	**120.24**
140326	1/26/2012	79589 BERRY, DONALD	JUN-DEC 2011		TRAFFIC/PRKNG COMM STIPEND	
					TRAFFIC/PRKNG COMM STIPEND	
					221-4200-2710	75.00
					Total :	**75.00**
140327	1/26/2012	75427 BIO-TOX LABORATORIES, INC	24490		BLOOD ANALYSIS	
					BLOOD ANALYSIS	
					110-3100-2711	3,623.60
			24491		BLOOD ANALYSIS	
					BLOOD ANALYSIS	
					110-3100-2711	175.00
					Total :	**3,798.60**
140328	1/26/2012	15328 BLAZE OUT EXTINGUISHER SERVICE	52567		EXTINGUISHER SERVICE	
					EXTINGUISHER SERVICE	
					684-4550-2350	197.79
					Total :	**197.79**
140329	1/26/2012	90415 BLOCK AND COMPANY INC	13739458		~	
				2012-000413	~	
					254-4600-2250	8.48
				2012-000413	~	
					254-4650-2250	8.48
				2012-000413	~	
					571-9000-2250	8.48
				2012-000413	Freight	
					254-4600-2250	4.33
				2012-000413	Freight	
					254-4650-2250	4.33
				2012-000413	Freight	
					571-9000-2250	4.33

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140329	1/26/2012	90415 BLOCK AND COMPANY INC	(Continued)			
					Riverside County Sales Tax 02	
					254-4600-2250	0.66
					Riverside County Sales Tax 02	
					254-4650-2250	0.66
					Riverside County Sales Tax 02	
					571-9000-2250	0.65
					Total :	**40.40**
140330	1/26/2012	87976 BOONE RECYCLED MATERIALS, INC	2924		PICK UP AND DUMP SERVICES FOR R	
				2012-000364	PICK UP AND DUMP SERVICES FOR R	
					221-4200-2450	45.00
					Total :	**45.00**
140331	1/26/2012	90558 BOOTS, LEON/MARJORIE	94993		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	141.50
					Total :	**141.50**
140332	1/26/2012	85566 BU, SONYA	EDUCAT 01/17		EDUCATION PREPAYMENT	
					EDUCATION PREPAYMENT	
					110-3200-1400	2,000.00
					Total :	**2,000.00**
140333	1/26/2012	90559 BURCH, AIMEE	98292		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	0.87
					Total :	**0.87**
140334	1/26/2012	16112 BURKE, WILLIAMS & SORENSEN	152836		LEGAL FEES	
					LEGAL FEES	
					680-1600-2710	96,475.54
					Total :	**96,475.54**
140335	1/26/2012	71674 C A L B O	REG FEE		HERNANDEZ,AMB,UNIVERSAL,2/13-17	
					HERNANDEZ,AMB,UNIVERSAL,2/13-17	
					120-3300-2560	425.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140335	1/26/2012	71674 71674 C A L B O	(Continued)		**Total :**	**425.00**
140336	1/26/2012	75356 C W E A	REQ 01/23		GRADE 1 COLLECTION CERT,MORA	
					GRADE 1 COLLECTION CERT,MORA	
					254-4600-2560	267.00
					Total :	**267.00**
140337	1/26/2012	75356 C W E A	5186/21909		RENEWAL PROZE5186,OAKLEAF21909	
					RENEWAL PROZE5186,OAKLEAF21909	
					254-4600-2560	264.00
					Total :	**264.00**
140338	1/26/2012	75356 C W E A	REG FEE		COLLECTIONS WORKSHOP,3/14	
					COLLECTIONS WORKSHOP,3/14	
					254-4600-2560	180.00
					Total :	**180.00**
140339	1/26/2012	74636 CALIFORNIA STATE FIRE TRAINING	REQ 01/17		FIRE OFFICER CERT, LINBERG	
					FIRE OFFICER CERT, LINBERG	
					110-3200-2560	65.00
					Total :	**65.00**
140340	1/26/2012	74636 CALIFORNIA STATE FIRE TRAINING	REQ 01/12		FIREFIGHTER II CERT, MINTON	
					FIREFIGHTER II CERT, MINTON	
					110-3200-2560	40.00
					Total :	**40.00**
140341	1/26/2012	60100 CALIFORNIA, STATE OF (DOJ)	886220		FINGERPRINTS/BLOOD ALCOHOL	
					FINGERPRINTS/BLOOD ALCOHOL	
					100-1800-2710	26.00
			886344		FINGERPRINTS/BLOOD ALCOHOL	
					FINGERPRINTS/BLOOD ALCOHOL	
					110-3100-2713	1,513.00
			889624		FINGERPRINTS/BLOOD ALCOHOL	
					FINGERPRINTS/BLOOD ALCOHOL	
					110-3100-2713	34.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140341	1/26/2012	60100 60100 CALIFORNIA, STATE OF (DOJ)	(Continued)		**Total :**	**1,573.00**
140342	1/26/2012	90560 CALVARY COMMUNITY CHURCH	50861		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	49.14
					Total :	**49.14**
140343	1/26/2012	82412 CANYON MOTORHOME & TRAVEL, INC	253596		REPAIRS	
					REPAIRS	
					254-4600-2450	256.45
					Total :	**256.45**
140344	1/26/2012	66525 CARL WARREN & CO.	1346956		CLAIMS INVESTIGATIONS	
					CLAIMS INVESTIGATIONS	
					683-2200-2400	323.84
			1346957		CLAIMS INVESTIGATIONS	
					CLAIMS INVESTIGATIONS	
					683-2200-2400	162.38
			1346958		CLAIMS INVESTIGATIONS	
					CLAIMS INVESTIGATIONS	
					683-2200-2400	302.72
			1346959		CLAIMS INVESTIGATIONS	
					CLAIMS INVESTIGATIONS	
					683-2200-2400	218.76
			1348005		CLAIMS INVESTIGATIONS	
					CLAIMS INVESTIGATIONS	
					683-2200-2400	140.80
			1348006		CLAIMS INVESTIGATIONS	
					CLAIMS INVESTIGATIONS	
					683-2200-2400	56.32
			1348007		CLAIMS INVESTIGATIONS	
					CLAIMS INVESTIGATIONS	
					683-2200-2400	126.72
			1348008		CLAIMS INVESTIGATIONS	
					CLAIMS INVESTIGATIONS	
					683-2200-2400	21.12

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140344	1/26/2012	66525 66525 CARL WARREN & CO.	(Continued)		**Total :**	**1,352.66**
140345	1/26/2012	87892 CASADY, DAVID	97100		REFUND CLOSED UTILITY ACCOUNT	
					REFUND CLOSED UTILITY ACCOUNT	
					571-0835	35.68
					Total :	**35.68**
140346	1/26/2012	17920 CASTELLANO'S TOWING	55361		TOWING SERVICES	
					TOWING SERVICES	
					130-3100-2350	40.00
			55661		TOWING SERVICES	
					TOWING SERVICES	
					130-3100-2350	142.50
			55694		TOWING SERVICES	
					TOWING SERVICES	
					130-3100-2350	50.00
			55698		TOWING SERVICES	
					TOWING SERVICES	
					130-3100-2350	40.00
			55709		TOWING SERVICES	
					TOWING SERVICES	
					130-3100-2350	40.00
			55710		TOWING SERVICES	
					TOWING SERVICES	
					130-3100-2350	40.00
			55728		TOWING SERVICES	
					TOWING SERVICES	
					130-3100-2350	40.00
			55755		TOWING SERVICES	
					TOWING SERVICES	
					130-3100-2350	40.00
			55840		TOWING SERVICES	
					TOWING SERVICES	
					130-3100-2350	50.00
			56261		TOWING SERVICES	
					TOWING SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140346	1/26/2012	17920 CASTELLANO'S TOWING	(Continued)			
					130-3100-2350	85.00
					Total :	**567.50**
140347	1/26/2012	75624 CENTER AGAINST SEXUAL ASSAULT	DEC 2011		CDBG REIMBURSEMENT	
					CDBG REIMBURSEMENT	
					240-3969-2400	833.33
					Total :	**833.33**
140348	1/26/2012	89783 CERTIFIED INSPECTOR (CISEC)	REQ 0901		RETAKE CERT EXAM,MCCALL,9/28	
					RETAKE CERT EXAM,MCCALL,9/28	
					120-4100-2560	50.00
					Total :	**50.00**
140349	1/26/2012	75249 CINTAS CORPORATION	055-02063		UNIFORM RENTAL	
					UNIFORM RENTAL	
					110-4250-2700	174.32
					UNIFORM RENTAL	
					120-3300-2700	104.73
					UNIFORM RENTAL	
					221-4200-2700	764.41
					UNIFORM RENTAL	
					225-8250-2700	232.84
					UNIFORM RENTAL	
					228-8250-2700	136.24
					UNIFORM RENTAL	
					228-8265-2700	306.50
					UNIFORM RENTAL	
					254-4400-2700	20.51
					UNIFORM RENTAL	
					254-4650-2700	180.84
					UNIFORM RENTAL	
					553-4500-2700	400.05
					UNIFORM RENTAL	
					571-9000-2700	781.03
					UNIFORM RENTAL	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140349	1/26/2012	75249 CINTAS CORPORATION	(Continued)			
					684-4550-2450	266.60
					UNIFORM RENTAL	
					685-4560-2400	1,442.28
					UNIFORM RENTAL	
					685-4560-2700	261.28
					UNIFORM RENTAL	
					254-4600-2700	70.56
					UNIFORM RENTAL	
					684-4550-2700	570.96
			055-03896		MATS/WOOL BLANKETS	
					MATS/WOOL BLANKETS	
					110-3100-2801	603.00
					MATS/WOOL BLANKETS	
					685-4560-2400	159.48
			055-03989		MATS	
					MATS	
					685-4560-2400	69.79
					Total :	**6,545.42**
140350	1/26/2012	88076 CIVIC STONE, INC	201203		CONSULTING SERVICES	
					CONSULTING SERVICES	
					247-1904-2710	400.00
			201204		CONSULTANT SERVICES TO AID IN	
				2010-000418	APPROVED BY CITY COUNCIL ON 7/27	
					247-1902-2710	4,943.88
			201205		CONSULTANT TO PROVIDE SERVICES	
				2012-000432	CONSULTANT TO PROVIDE SERVICES	
					247-1912-2710	2,273.75
					Total :	**7,617.63**
140351	1/26/2012	87191 CLEAN STREAK CARWASH LLC	81957		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	28.00
					Total :	**28.00**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140352	1/26/2012	89708 COLONIAL LIFE	Ben305709		COLONIAL ACCIDENT: Payment	
					COLONIAL ACCIDENT: Payment	
					750-2188	186.78
					COLONIAL CRITICAL ILLNESS: Paymen	
					750-2188	183.84
					COLONIAL DISABILITY: Payment	
					750-2188	508.36
					COLONIAL TERM LIFE: Payment	
					750-2188	516.50
					Total :	**1,395.48**
140353	1/26/2012	74606 COMMUNICATION WORKERS OF AMER	Ben305721		CWA UNION DUES: Payment	
					CWA UNION DUES: Payment	
					750-2168	669.54
					Total :	**669.54**
140354	1/26/2012	71881 COMPUTER SERVICE COMPANY	1550		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	79.73
			1565		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	327.96
			3842-90		FOR TRAFFIC SIGNAL MAINTENANCE~	
				2012-000404	FOR TRAFFIC SIGNAL MAINTENANCE~	
					221-4200-2400	2,299.52
					Total :	**2,707.21**
140355	1/26/2012	19025 CONSOLIDATED ELECTRICAL DI INC	480991		ELECTRICAL PARTS	
					ELECTRICAL PARTS	
					685-4560-2450	368.51
			481030		ELECTRICAL PARTS	
					ELECTRICAL PARTS	
					685-4560-2450	67.20
			481198		ELECTRICAL PARTS	
					ELECTRICAL PARTS	
					221-4200-2450	316.22

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140355	1/26/2012	19025 CONSOLIDATED ELECTRICAL DI INC	(Continued)			
			481468		ELECTRICAL PARTS	
					ELECTRICAL PARTS	
					685-4560-2450	45.26
					Total :	**797.19**
140356	1/26/2012	86303 CORELOGIC INFORMATION SOL, INC	95017618		WIN2DATA USER LICENSE TO BE ADD	
				2012-000424	WIN2DATA USER LICENSE TO BE ADD	
					571-9000-2450	450.00
					Total :	**450.00**
140357	1/26/2012	88979 COST CONTROL ASSOCIATES INC	006337		UTILITY COST SAVINGS ADVISOR	
					UTILITY COST SAVINGS ADVISOR	
					571-9000-2100	329.19
					Total :	**329.19**
140358	1/26/2012	90561 COTTON LANE QUILTING	93791		REFUND CLOSED UTILITY ACCOUNT	
					REFUND CLOSED UTILITY ACCOUNT	
					571-0835	11.12
					Total :	**11.12**
140359	1/26/2012	81325 COVINGTON, THOMAS	JUN-DEC 2011		TRAFFIC & PARKING COMM STIPEND	
					TRAFFIC & PARKING COMM STIPEND	
					221-4200-2710	100.00
					Total :	**100.00**
140360	1/26/2012	90562 CUBE SMART #6575	98304		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	346.26
					Total :	**346.26**
140361	1/26/2012	82747 D & B INDUSTRIAL SAFETY SP LLC	18471		SAFETY SUPPLIES	
					SAFETY SUPPLIES	
					110-3200-2450	87.19
			18483		SAFETY SUPPLIES	
					SAFETY SUPPLIES	
					110-3200-2450	51.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140361	1/26/2012	82747 D & B INDUSTRIAL SAFETY SP LLC	(Continued)			
			18484		SAFETY SUPPLIES	
					SAFETY SUPPLIES	
					110-3200-2450	211.73
			18485		SAFETY SUPPLIES	
					SAFETY SUPPLIES	
					110-3200-2450	41.94
			18505		SAFETY SUPPLIES	
					SAFETY SUPPLIES	
					110-3200-2450	107.75
					Total :	**500.09**
140362	1/26/2012	90494 D D'S DISCOUNT 5049	55895		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	21.28
					Total :	**21.28**
140363	1/26/2012	86604 D G V M V34 INC	98806		REFUND 737 S JUANITA	
					REFUND 737 S JUANITA	
					571-0835	173.15
					Total :	**173.15**
140364	1/26/2012	90563 DARRACH, WILLIAM	98937		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	141.19
					Total :	**141.19**
140365	1/26/2012	80853 DASH MEDICAL GLOVES, INC	714845		MEDICAL GLOVES	
					MEDICAL GLOVES	
					110-3100-2701	699.30
					Total :	**699.30**
140366	1/26/2012	88440 DAVIS, MICHAEL	98909		REFUND CLOSED UTILITY ACCOUNT	
					REFUND CLOSED UTILITY ACCOUNT	
					571-0835	131.65
					Total :	**131.65**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140367	1/26/2012	19775 DEMCO SUPPLY INC	4465275		LIBRARY SUPPLIES	
					LIBRARY SUPPLIES	
					110-6100-2250	734.65
					Total :	**734.65**
140368	1/26/2012	90564 DENNY'S RESTAURANT #7080	11057		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	939.38
					Total :	**939.38**
140369	1/26/2012	19781 DEPARTMENT OF HEALTH SERVICES	10376		CERT RENEWAL , BURKE #10376	
					CERT RENEWAL , BURKE #10376	
					571-9000-2560	90.00
					Total :	**90.00**
140370	1/26/2012	80735 DISH NETWORK	707080333003		DISPATCH CTR/COMMAND TRAILER	
					DISPATCH CTR/COMMAND TRAILER	
					110-3100-2402	57.44
					Total :	**57.44**
140371	1/26/2012	73680 DIVISION OF THE STATE ARCHITEC	REG FEE		HERNANDEZ,CASP ELIGIBLITY	
					HERNANDEZ,CASP ELIGIBLITY	
					120-3300-2560	500.00
					Total :	**500.00**
140372	1/26/2012	90495 DOLLAR TREE 4120	88707		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	138.18
					Total :	**138.18**
140373	1/26/2012	90565 DOMINGUEZ, JOSE	92696		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	45.20
					Total :	**45.20**
140374	1/26/2012	85275 E B S INC	50341		STATE STREET & DEVONSHIRE AVE S	
				2012-000261	STATE STREET & DEVONSHIRE AVE S	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140374	1/26/2012	85275 E B S INC	(Continued)			
					329-5521-5500	177,212.38
					STOP NOTICE HOLD	
					329-5521-5500	-147,400.00
					RETENTION	
					329-2015	-17,721.24
			50342		STATE STREET REHABILITATION PRO.	
				2012-000186	STATE STREET REHABILITATION PRO.	
					329-5554-5500	408,626.59
					RETENTION	
					329-2015	-40,862.66
					Total :	**379,855.07**
140375	1/26/2012	13570 E S BABCOCK & SONS, INC	AL12616-0142		WATER TESTING	
					WATER TESTING	
					571-9000-2720	415.00
			BA20103-0142		VENDOR TO PROVIDE ANALYTICAL TE	
				2012-000190	VENDOR TO PROVIDE ANALYTICAL TE	
					571-9000-2720	100.00
			BA20307-0142		VENDOR TO PROVIDE ANALYTICAL TE	
				2012-000190	VENDOR TO PROVIDE ANALYTICAL TE	
					571-9000-2720	1,630.00
			BA20333-0142		WATER TESTING	
					WATER TESTING	
					571-9000-2720	340.00
			BA20702-0142		WATER TESTING	
					WATER TESTING	
					571-9000-2720	345.00
					Total :	**2,830.00**
140376	1/26/2012	90566 EASTERN MUNICIPAL WATER DIST	54483		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	107.55
					Total :	**107.55**
140378	1/26/2012	23010 EASTERN MUNICIPAL WATER DIST, CITY WAT	100118-02		CITY OF HEMET WATER ACCOUNTS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140378	1/26/2012	23010 EASTERN MUNICIPAL WATER DIST, CITY WAT	(Continued)			
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	45.66
			10783-01		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					685-4560-2100	58.75
			147104-04		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	499.01
			147113-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	41.74
			15535-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	272.84
			17889-04		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					685-4560-2100	22.12
			17890-06		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					685-4560-2100	14.81
			18985-23		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					685-4560-2100	39.60
			190886-01		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					685-4560-2100	39.60
			196114-01		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	390.51
			19953-23		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					685-4560-2100	117.68
			208622-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					228-8272-2100	10.38

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140378	1/26/2012	23010 EASTERN MUNICIPAL WATER DIST, CITY WAT	(Continued)			
			24239-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	110.00
			24241-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	172.42
			24402-01		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	11.42
			24592-01		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	11.42
			54339-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	18.52
			73396-01		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	58.05
			85218-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	35.85
			89861-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	122.90
			91089-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	16.80
			91094-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	50.65
			91612-02		CITY OF HEMET WATER ACCOUNTS	
					CITY OF HEMET WATER ACCOUNTS	
					225-8250-2100	79.78
					Total :	**2,240.51**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140379	1/26/2012	86653 ENNIS PAINT INC	215633		TRAFFIC MARKING PRODUCTS	
					TRAFFIC MARKING PRODUCTS	
					221-4200-2450	2,280.53
					Total :	**2,280.53**
140380	1/26/2012	90567 ERTZ, RICHARD/JUDY	2358		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	47.66
					Total :	**47.66**
140381	1/26/2012	90568 ESPINOZA, ANTONIO	95136		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	113.61
					Total :	**113.61**
140382	1/26/2012	90569 ESTRELLA, ELENA	98282		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	124.40
					Total :	**124.40**
140383	1/26/2012	71274 EVANSON, LEE	FEB 2012		PYMT IN LIEU OF CONTR MEDICAL INS	
					PYMT IN LIEU OF CONTR MEDICAL INS	
					689-2150-2400	261.67
					Total :	**261.67**
140384	1/26/2012	74604 F D C COMMERCIAL CONSTRUCTION	88916		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	154.50
					Total :	**154.50**
140385	1/26/2012	82121 F M LOCK & KEY INC	64010		LOCK AND KEYS	
					LOCK AND KEYS	
					221-4200-2450	12.93
			64232		LOCK AND KEYS	
					LOCK AND KEYS	
					685-4560-2450	48.49
			64233		LOCK AND KEYS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140385	1/26/2012	82121 F M LOCK & KEY INC	(Continued)			
					LOCK AND KEYS	
					228-8265-2450	14.55
			64236		LOCK AND KEYS	
					LOCK AND KEYS	
					221-4200-2450	193.95
			64882		LOCK AND KEYS	
					LOCK AND KEYS	
					685-4560-2450	96.98
					Total :	**366.90**
140386	1/26/2012	73590 FAIR HOUSING COUNCIL OF RIV CO	6		2011/2012 FAIR HOUSING SERVICES~	
				2012-000264	2011/2012 FAIR HOUSING SERVICES~	
					291-1925-2710	1,552.55
					Total :	**1,552.55**
140387	1/26/2012	78950 FECHNER, PAMELA	FEB 2012		PYMT IN LIEU OF MEDICAL INS	
					PYMT IN LIEU OF MEDICAL INS	
					689-2150-2400	953.81
					Total :	**953.81**
140388	1/26/2012	72447 FEDEX	7-743-12382		EXPRESS MAIL SERVICE	
					EXPRESS MAIL SERVICE	
					247-1901-2250	96.01
			7-743-62011		EXPRESS MAIL SERVICE	
					EXPRESS MAIL SERVICE	
					254-4600-2450	33.64
			7-756-88963		EXPRESS MAIL SERVICE	
					EXPRESS MAIL SERVICE	
					100-1400-2250	12.40
					Total :	**142.05**
140389	1/26/2012	74893 FERNANDEZ - STAPLES, IDA	FEB 2012		PYMT IN LIEU OF CONTR MEDICAL INS	
					PYMT IN LIEU OF CONTR MEDICAL INS	
					689-2150-2400	161.82
					Total :	**161.82**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140390	1/26/2012	69102 FIRE CONDIMENT FUND	Ben305715		FIRE CONDIMENT FUND: Payment	
					FIRE CONDIMENT FUND: Payment	
					750-2173	1,150.00
					Total :	**1,150.00**
140391	1/26/2012	77156 FISHER SCIENTIFIC	6012770		#19 148 613 AV-3000 SMALL FACE PIE	
				2012-000410	#19 843 308 EPIC VOICE AMPLIFIER ~	
					110-3200-2453	1,780.98
					Riverside County Sales Tax 02	
					110-3200-2453	138.02
			6076875		SAFETY SUPPLIES	
					SAFETY SUPPLIES	
					228-8250-2450	232.03
			6396269		SAFETY SUPPLIES	
					SAFETY SUPPLIES	
					110-4250-2450	386.71
					SAFETY SUPPLIES	
					225-8250-2450	386.71
					SAFETY SUPPLIES	
					228-8265-2450	386.72
					Total :	**3,311.17**
140392	1/26/2012	90570 FLETCHER, DOUGLAS	91296		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	154.64
					Total :	**154.64**
140393	1/26/2012	89984 FOWLER, FARRAH	JUN-DEC 2011		TRAFFIC/PARKING COMMISSION STIPI	
					TRAFFIC/PARKING COMMISSION STIPI	
					221-4200-2710	100.00
					Total :	**100.00**
140394	1/26/2012	73998 FRANCHISE TAX BOARD (VRC)	Ben305745		WAGE ASSIGNMENT: Payment	
					WAGE ASSIGNMENT: Payment	
					750-2174	138.00
					Total :	**138.00**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140395	1/26/2012	90571 FROST, JASON	98961		REFUND CLOSED UTILITY ACCOUNT	
					REFUND CLOSED UTILITY ACCOUNT	
					571-0835	180.08
					Total :	**180.08**
140396	1/26/2012	90628 FUNKHOUSER, DONALD	NOV-DEC 2011		TRAFFIC & PARKING COMMISSION STI	
					TRAFFIC & PARKING COMMISSION STI	
					221-4200-2710	50.00
					Total :	**50.00**
140397	1/26/2012	70822 GALL'S INC	205211		PUBLIC SAFETY EQUIPMENT	
					PUBLIC SAFETY EQUIPMENT	
					110-3200-2450	215.50
			211783		PUBLIC SAFETY EQUIPMENT	
					PUBLIC SAFETY EQUIPMENT	
					110-3100-2701	315.10
					Total :	**530.60**
140398	1/26/2012	90573 GARCIA, ROCIO	84721		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	105.74
					Total :	**105.74**
140399	1/26/2012	80767 GARDA CL WEST, INC	176-423512		ARMORED TRANSPORT	
					ARMORED TRANSPORT	
					140-0410	351.05
					Total :	**351.05**
140400	1/26/2012	26550 GAYLORD BROS, INC	2004131		LIBRARY SUPPLIES	
					LIBRARY SUPPLIES	
					110-6100-2250	233.94
					Total :	**233.94**
140401	1/26/2012	77842 GIGANDET, VINCENT	FEB 2012		PAYMENT IN LIEU OF MEDICAL INS	
					PAYMENT IN LIEU OF MEDICAL INS	
					689-2150-2400	649.03

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140401	1/26/2012	77842 77842 GIGANDET, VINCENT	(Continued)		**Total :**	**649.03**
140402	1/26/2012	74479 GLENN, JOE	FEB 2012		PYMT IN LIEU OF CONTR MEDICAL INS	
					PYMT IN LIEU OF CONTR MEDICAL INS	
					689-2150-2400	555.04
					Total :	**555.04**
140403	1/26/2012	90574 GOBER, JON	84725		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	52.45
					Total :	**52.45**
140404	1/26/2012	71224 GOLDEN BELL PRODUCTS CORP	13897		SPRAY SEWER MAN HOLES FOR RODI	
				2012-000009	SPRAY SEWER MAN HOLES FOR RODI	
					254-4600-2450	1,731.54
					Total :	**1,731.54**
140405	1/26/2012	90575 GORHAM, MICHAEL/SANDRA	91588		REFUND CLOSED UTILITY ACCOUNT	
					REFUND CLOSED UTILITY ACCOUNT	
					571-0835	64.48
					Total :	**64.48**
140406	1/26/2012	74737 GOSCH FORD	108843CM		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	-46.95
			110664CM		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	-242.44
			111488CM		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	-107.75
			111531CM		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	-59.82
			111710		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	63.70

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140406	1/26/2012	74737 GOSCH FORD	(Continued)			
			111710CM		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	-63.70
			111776CM		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	-89.09
			111817CM		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	-43.93
			111864CM		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	-80.81
			112265CM		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	-64.17
			112285CM		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	-64.65
			112946		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	12.91
			112950		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	126.05
			112951		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	97.88
			112951CM		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	-48.92
			113029		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	519.45
			113029CM		PARTS/SUPPLIES	
					PARTS/SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140406	1/26/2012	74737 GOSCH FORD	(Continued)			
					684-4550-2350	-80.81
			113094		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	50.89
			113122		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	135.36
			113125		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	237.67
			113171		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	237.91
			113187		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					684-4550-2350	22.17
					Total :	**510.95**
140407	1/26/2012	90629 GRACE, ELIZABETH	REQ 01/17		REIMB EXPENSES,CAPPO,1/9-12	
					REIMB EXPENSES,CAPPO,1/9-12	
					100-1400-2560	539.81
					Total :	**539.81**
140408	1/26/2012	71673 GRAINGER	9721572536		INDSTRL & COMMERC. PRODUC	
					INDSTRL & COMMERC. PRODUC	
					221-4200-2450	127.25
			9724584926		INDSTRL & COMMERC. PRODUC	
					INDSTRL & COMMERC. PRODUC	
					221-4200-2450	158.45
			9726261283		INDSTRL & COMMERC. PRODUC	
					INDSTRL & COMMERC. PRODUC	
					684-4550-2350	300.00
			9727611106		INDSTRL & COMMERC. PRODUC	
					INDSTRL & COMMERC. PRODUC	
					684-4550-2350	151.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140408	1/26/2012	71673 71673 GRAINGER	(Continued)		**Total :**	**737.54**
140409	1/26/2012	90576 GREB, LINDA	85545		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	100.41
					Total :	**100.41**
140410	1/26/2012	90577 GREEN, JANICE/GERALD	97693		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	265.15
					Total :	**265.15**
140411	1/26/2012	90578 GRIEGO, NICHOLAS	54204		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	1,072.67
					Total :	**1,072.67**
140412	1/26/2012	90579 GROVES, ROBERT/PATRICIA	5857		REFUND CLOSED UTILITY ACCOUNT	
					REFUND CLOSED UTILITY ACCOUNT	
					571-0835	335.59
					Total :	**335.59**
140413	1/26/2012	90501 GUARANTY BANK	83289		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	340.00
					Total :	**340.00**
140414	1/26/2012	90580 GWALTNEY, GINA	98944		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	196.73
					Total :	**196.73**
140415	1/26/2012	77258 H D SUPPLY WATERWORKS LTD	3516612		FOR UNDERGROUND WATER SYSTEM	
				2012-000305	FOR UNDERGROUND WATER SYSTEM	
					571-9000-2450	260.67
			4017188		FOR UNDERGROUND WATER SYSTEM	
				2012-000305	FOR UNDERGROUND WATER SYSTEM	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140415	1/26/2012	77258 H D SUPPLY WATERWORKS LTD	(Continued)			
					571-9000-2450	427.66
			4021125		UNDERGROUND WATER WORKS	
					UNDERGROUND WATER WORKS	
					254-4650-2450	183.84
			4188032		~	
				2010-000523	8" MM OCTAVE METER CF REGISTER U	
					571-9000-5400	12,000.00
				2010-000523	MASTMETER 199-004-57 EXTERNAL	
					571-9000-5400	1,120.00
					Riverside County Sales Tax 02	
					571-9000-5400	1,016.80
			4242553		FOR UNDERGROUND WATER SYSTEM	
				2012-000305	FOR UNDERGROUND WATER SYSTEM	
					571-9000-2450	1,438.89
			4242594		FOR UNDERGROUND WATER SYSTEM	
				2012-000305	FOR UNDERGROUND WATER SYSTEM	
					571-9000-2450	3,216.34
			4247728		FOR UNDERGROUND WATER SYSTEM	
				2012-000305	FOR UNDERGROUND WATER SYSTEM	
					571-9000-2450	295.55
					Total :	**19,959.75**
140416	1/26/2012	28089 HAAKER EQUIPMENT CO	C85060		STREET SWEEPING PARTS/SUP	
					STREET SWEEPING PARTS/SUP	
					684-4550-2350	384.88
			C85256		STREET SWEEPING PARTS/SUP	
					STREET SWEEPING PARTS/SUP	
					684-4550-2350	456.55
					Total :	**841.43**
140417	1/26/2012	28091 HACH COMPANY	7568104		CHEMICALS	
					CHEMICALS	
					571-9000-2720	3,545.97
					Total :	**3,545.97**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140418	1/26/2012	89842 HALL, CHRISTINE	Ben305743		wage assignment: Payment	
					wage assignment: Payment	
					750-2174	540.50
					Total :	**540.50**
140419	1/26/2012	75359 HALTOM, LYNETTE	FEB 2012		PYMT IN LIEU OF CONTR MEDICAL INS	
					PYMT IN LIEU OF CONTR MEDICAL INS	
					689-2150-2400	740.00
					Total :	**740.00**
140420	1/26/2012	90431 HAMILTON, LEAH	98445		REFUND 410 KING CT	
					REFUND 410 KING CT	
					571-0835	162.54
					Total :	**162.54**
140421	1/26/2012	79661 HAMPTON, MARILYN	FEB 2012		PYMT IN LIEU OF CONTR MEDICAL INS	
					PYMT IN LIEU OF CONTR MEDICAL INS	
					689-2150-2400	664.00
					Total :	**664.00**
140422	1/26/2012	71034 HARBOR FREIGHT TOOLS	02-00540559		TOOLS	
					TOOLS	
					221-4200-2850	37.69
					Total :	**37.69**
140423	1/26/2012	69103 HEMET FIREFIGHTER ASSOC	Ben305717		HEMET FIRE FIGHTER ASSOC: Paymer	
					HEMET FIRE FIGHTER ASSOC: Paymer	
					750-2160	7,619.74
					Total :	**7,619.74**
140424	1/26/2012	70906 HEMET PUBLIC SAFETY MGMT ASSOC	Ben305705		POLICE MANAGEMENT UNION: Paymer	
					POLICE MANAGEMENT UNION: Paymer	
					750-2167	622.00
					Total :	**622.00**
140425	1/26/2012	30390 HEMET TRAILER SUPPLY	829757		SUPPLIES	
					SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140425	1/26/2012	30390 HEMET TRAILER SUPPLY	(Continued)			
					684-4550-2350	136.73
			829888		SUPPLIES	
					SUPPLIES	
					684-4550-2350	82.81
					Total :	**219.54**
140426	1/26/2012	69934 HEMET TRUE VALUE HARDWARE	68798		PARTS & SUPPLIES	
					PARTS & SUPPLIES	
					221-4200-2450	13.95
			68967		PARTS & SUPPLIES	
					PARTS & SUPPLIES	
					221-4200-2450	3.21
			69622		PARTS & SUPPLIES	
					PARTS & SUPPLIES	
					221-4200-2450	1.61
			69840		PARTS & SUPPLIES	
					PARTS & SUPPLIES	
					221-4200-2450	64.64
					Total :	**83.41**
140427	1/26/2012	30607 HEMET VALLEY PIPE & SUPPLY	142019		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	
					225-8250-2450	713.68
			142062		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	
					685-4560-2450	137.46
			142316		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	
					685-4560-2450	16.01
			142343		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	
					110-4250-2450	54.24
			142344		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	
					228-8265-2450	20.26

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140427	1/26/2012	30607 HEMET VALLEY PIPE & SUPPLY	(Continued)			
			142411		IRRIGATION SUPPLIES	
					IRRIGATION SUPPLIES	
					685-4560-2450	19.98
					Total :	**961.63**
140428	1/26/2012	30608 HEMET VALLEY TOOL	67854		SMALL TOOL SERVICE	
					SMALL TOOL SERVICE	
					685-4560-2450	583.36
			68035		SMALL TOOL SERVICE	
					SMALL TOOL SERVICE	
					684-4550-2350	200.38
					Total :	**783.74**
140429	1/26/2012	69107 HEMET, CITY OF	Ben305735		COMPUTER DEDUCTION: Payment	
					COMPUTER DEDUCTION: Payment	
					750-2171	1,779.99
					Total :	**1,779.99**
140430	1/26/2012	69345 HEMET, CITY OF (MEDICAL INS)	Ben305703		OGDEN- VISION: Payment	
					OGDEN- VISION: Payment	
					750-2150	6,994.00
					OGDEN-DENTAL: Payment	
					750-2150	20,713.00
					Total :	**27,707.00**
140431	1/26/2012	69110 HEMET, CITY OF POLICE ASSOC	Ben305707		POLICE CANCER INSURANCE: Paymen	
					POLICE CANCER INSURANCE: Paymen	
					750-2165	978.54
					POLICE LIFE INSURANCE: Payment	
					750-2165	125.00
					HEMET POLICE ASSOCIATION: Paymer	
					750-2165	3,315.00
					Total :	**4,418.54**
140432	1/26/2012	18626 HEMET, CITY OF WATER	4826		DEPARTMENT WATER BILLS	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140432	1/26/2012	18626 HEMET, CITY OF WATER	(Continued)			
					DEPARTMENT WATER BILLS	
					571-0820	183.71
			4832		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	202.32
			4843		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	175.71
			5016		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					571-0820	143.10
			99355		DEPARTMENT WATER BILLS	
					DEPARTMENT WATER BILLS	
					291-1925-2400	34.26
					Total :	**739.10**
140433	1/26/2012	90581 HERMESTROFF, GEORGE/HELEN	10544		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	54.01
					Total :	**54.01**
140434	1/26/2012	90582 HILLEMANN, ROBIN	97350		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	77.29
					Total :	**77.29**
140435	1/26/2012	75142 HI-WAY SAFETY INC	122146		TRAFFIC SAFETY EQUIPMENT	
					TRAFFIC SAFETY EQUIPMENT	
					221-4200-2450	498.34
					Total :	**498.34**
140436	1/26/2012	90583 HOFROCK, SANDRA	92025		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	98.24
					Total :	**98.24**

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140437	1/26/2012	74732 HOME DEPOT CREDIT SERVICES	322503959441		BUILDING MATERIAL	
					BUILDING MATERIAL	
					221-4200-2450	351.04
			322503959458		BUILDING MATERIAL	
					BUILDING MATERIAL	
					685-4560-2450	16.94
			322503959557		BUILDING MATERIAL	
					BUILDING MATERIAL	
					685-4560-2450	55.73
			322503959599		BUILDING MATERIAL	
					BUILDING MATERIAL	
					254-4600-2450	84.99
					Total :	**508.70**
140438	1/26/2012	90584 HUSTON, LESLIE/NAT	98555		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	76.32
					Total :	**76.32**
140439	1/26/2012	90585 HUTCHESON, DAVID	79553		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	130.91
					Total :	**130.91**
140440	1/26/2012	73967 I AM NEW LIFE MINISTRIES	98900		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	626.67
					Total :	**626.67**
140441	1/26/2012	71205 ICE RADIATOR & MUFFLER	926		REPAIRS	
					REPAIRS	
					684-4550-2350	55.00
			948		REPAIRS	
					REPAIRS	
					684-4550-2350	49.95
					Total :	**104.95**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140442	1/26/2012	32981 ICMA RETIREMENT TRUST M & T BK	Ben305733		DEFERRED COMP MGMT: Payment	
					DEFERRED COMP MGMT: Payment	
					750-2135	2,624.24
					DEFERRED COMP: Payment	
					750-2135	7,837.16
					DEFERRED COMP PART TIME: Paymen	
					750-2135	670.83
					DEFERRED COMP RETIREE MED: Payr	
					750-2135	5,675.00
					Total :	**16,807.23**
140443	1/26/2012	33600 INLAND WATERWORKS SUPPLY	238556		AS NEEDED FOR WATER SYSTEMS PF	
				2012-000012	AS NEEDED FOR WATER SYSTEMS PF	
					571-9000-2450	241.36
					Total :	**241.36**
140444	1/26/2012	33860 INTERNATIONAL CODE COUNCIL	REG FEE		RETIMIER,EDUCODE,LV,2/27-3/2	
					RETIMIER,EDUCODE,LV,2/27-3/2	
					120-3300-2560	725.00
					Total :	**725.00**
140445	1/26/2012	33860 INTERNATIONAL CODE COUNCIL	0059709		PUBLICATIONS	
					PUBLICATIONS	
					110-3225-2220	88.66
			56901		PUBLICATIONS	
					PUBLICATIONS	
					110-3225-2220	400.68
					Total :	**489.34**
140446	1/26/2012	33881 INTERSTATE BATTERY SYSTEM, INC	33121744		VEHICLE BATTERIES	
					VEHICLE BATTERIES	
					684-4550-2350	605.29
			33121853		VEHICLE BATTERIES	
					VEHICLE BATTERIES	
					110-3200-2250	292.48
					Total :	**897.77**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140447	1/26/2012	90513 J S T REAL ESTATE SERVICES INC	49055		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	39.00
					Total :	**39.00**
140448	1/26/2012	90586 JARRETT, MARK/DESIREE	97611		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	204.01
					Total :	**204.01**
140449	1/26/2012	35500 JOHNSON MACHINERY CO	PC001148247		PARTS AND SUPPLIES	
					PARTS AND SUPPLIES	
					684-4550-2350	135.53
			PC001148248		PARTS AND SUPPLIES	
					PARTS AND SUPPLIES	
					684-4550-2350	148.03
			PC001149080		PARTS AND SUPPLIES	
					PARTS AND SUPPLIES	
					684-4550-2350	538.18
			PR000129101		PARTS AND SUPPLIES	
					PARTS AND SUPPLIES	
					684-4550-2350	-132.07
			PR000129102		PARTS AND SUPPLIES	
					PARTS AND SUPPLIES	
					684-4550-2350	-511.27
			SW030109304		PARTS AND SUPPLIES	
					PARTS AND SUPPLIES	
					685-4560-2460	1,285.19
					Total :	**1,463.59**
140450	1/26/2012	90572 JUST IN TIME COMMUNICATIONS	3312		DIRECT TV	
					DIRECT TV	
					110-3100-2402	16.43
					Total :	**16.43**
140451	1/26/2012	82034 K HOVNANIAN	10630		REFUND CLOSED REFUSE ACCT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140451	1/26/2012	82034 K HOVNANIAN	(Continued)			
					REFUND CLOSED REFUSE ACCT	
					571-0835	22.20
					Total :	**22.20**
140452	1/26/2012	36951 KAISER FOUNDATION HEALTH PLAN	Ben305711		KAISER PERMANENTE 2292-00: Payme	
					KAISER PERMANENTE 2292-00: Payme	
					750-2156	93,111.76
					GALVAN CR&R	
					553-2045	950.12
					Total :	**94,061.88**
140453	1/26/2012	85881 KAISER FOUNDATION HEALTH PLAN	FEB 2012		MEDICAL INS/RETIREES	
					MEDICAL INS/RETIREES	
					750-2156	1,811.90
					MEDICAL INS/RETIREES	
					689-2150-2400	37,205.39
					Total :	**39,017.29**
140454	1/26/2012	90587 KELLER WILLIAMS REALTY	98569		REFUND 563 LE MAY	
					REFUND 563 LE MAY	
					571-0835	111.23
					Total :	**111.23**
140455	1/26/2012	90588 KINGSTON, JOHN	93480		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	118.97
					Total :	**118.97**
140456	1/26/2012	89839 KLEINFELDER	743680		PROFESSIONAL SERVICES	
					PROFESSIONAL SERVICES	
					683-2200-2722	1,577.50
					Total :	**1,577.50**
140457	1/26/2012	36950 K-MART #7047	15517		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	647.80

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140457	1/26/2012	36950 36950 K-MART #7047	(Continued)		**Total :**	**647.80**
140458	1/26/2012	90537 KRONOS INC	10653825		YEARLY CONTRACT FOR TELESTAFF S	
				2012-000438	YEARLY CONTRACT FOR TELESTAFF S	
					110-3200-2400	3,807.52
					Total :	**3,807.52**
140459	1/26/2012	76516 L O LYNCH QUALITY WELLS &	8065		VENDOR TO PERFORM EMERGENCY \	
				2012-000393	VENDOR TO PERFORM EMERGENCY \	
					571-9000-2450	5,090.00
					Total :	**5,090.00**
140460	1/26/2012	77865 LAKE HEMET MUNICIPAL WATER DIS	3301		TRAINING	
					TRAINING	
					571-9000-2560	500.00
					TRAINING	
					221-4200-2560	250.00
					Total :	**750.00**
140461	1/26/2012	38761 LAKE HEMET MUNICIPAL WATER DIS, CITY W/	01-01-0084-0		WATER CONSUMPTION	
					WATER CONSUMPTION	
					685-4560-2100	174.67
			01-01-0085-0		WATER CONSUMPTION	
					WATER CONSUMPTION	
					685-4560-2100	38.02
			01-050240-1		WATER CONSUMPTION	
					WATER CONSUMPTION	
					228-8273-2100	64.90
			01-05-0344-1		WATER CONSUMPTION	
					WATER CONSUMPTION	
					228-8273-2100	24.90
			01-07-0250-2		WATER CONSUMPTION	
					WATER CONSUMPTION	
					225-8250-2100	64.90
			02-01-0078-11		WATER CONSUMPTION	
					WATER CONSUMPTION	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140461	1/26/2012	38761 LAKE HEMET MUNICIPAL WATER DIS, CITY W/	(Continued)			
					291-1925-2400	203.47
			02-01-0090-8		WATER CONSUMPTION	
					WATER CONSUMPTION	
					291-1925-2400	290.36
			05-02-0102T-1		WATER CONSUMPTION	
					WATER CONSUMPTION	
					225-8250-2100	24.43
			05-06-0041-0		WATER CONSUMPTION	
					WATER CONSUMPTION	
					110-4250-2100	289.15
					Total :	**1,174.80**
140462	1/26/2012	90589 LEAYCRAFT, HUBERT	55638		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	103.96
					Total :	**103.96**
140463	1/26/2012	88943 LONG, GLORIA	Ben305749		WAGE ASSIGNMENT: Payment	
					WAGE ASSIGNMENT: Payment	
					750-2174	507.69
					Total :	**507.69**
140464	1/26/2012	90590 LORENZ, JAKE	51203		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	0.15
					Total :	**0.15**
140465	1/26/2012	82468 LOWE'S OF HEMET STORE #1556	98006134229		BUILDING SUPPLIES	
					BUILDING SUPPLIES	
					110-4250-2450	137.93
					BUILDING SUPPLIES	
					221-4200-2450	137.88
					BUILDING SUPPLIES	
					221-4200-2850	84.54
					BUILDING SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140465	1/26/2012	82468 LOWE'S OF HEMET STORE #1556	(Continued)			
					571-9000-2450	200.07
					BUILDING SUPPLIES	
					685-4560-2450	208.48
					BUILDING SUPPLIES	
					225-8250-2450	13.98
					Total :	**782.88**
140466	1/26/2012	90591 LOYD, TINA/TOMMY	95571		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	17.18
					Total :	**17.18**
140467	1/26/2012	89879 LPS FIELD SERVICES	97152		REFUND CLOSED UTILITY ACCOUNT	
					REFUND CLOSED UTILITY ACCOUNT	
					571-0835	132.48
					Total :	**132.48**
140468	1/26/2012	90592 LUNDY, KECIA	98226		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	72.29
					Total :	**72.29**
140469	1/26/2012	90551 M & K SHAH TRUST	294		REFUND UTILITY ACCOUNT	
					REFUND UTILITY ACCOUNT	
					571-0835	149.15
					Total :	**149.15**
140470	1/26/2012	85936 M G T OF AMERICA, INC	21520		STATE MANDATED COST SB90	
					STATE MANDATED COST SB90	
					100-1400-2710	1,050.00
					Total :	**1,050.00**
140471	1/26/2012	90593 MANN, VICTORIA	98933		REFUND CLOSED UTILITY ACCOUNT	
					REFUND CLOSED UTILITY ACCOUNT	
					571-0835	204.23

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140471	1/26/2012	90593 90593 MANN, VICTORIA	(Continued)		Total :	**204.23**
140472	1/26/2012	90594 MASTER TAILORING	450		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	176.00
					Total :	**176.00**
140473	1/26/2012	79674 MATHESON TRI-GAS, INC	03780838		INDUSTRIAL GAS AS NEEDED THROU(	
				2011-000552	INDUSTRIAL GAS AS NEEDED THROU(	
					110-3200-2452	42.85
			03869509		INDUSTRIAL GAS AS NEEDED THROU(	
				2011-000552	INDUSTRIAL GAS AS NEEDED THROU(	
					110-3200-2452	42.85
					Total :	**85.70**
140474	1/26/2012	78960 MCMASTER - CARR SUPPLY CO	99038035		INDUSTRIAL SUPPLIES	
					INDUSTRIAL SUPPLIES	
					571-9000-2450	375.20
					Total :	**375.20**
140475	1/26/2012	90595 MCSWEENEY ELEMENTARY	10488		REFUND CLOSED ACCOUNT	
					REFUND CLOSED ACCOUNT	
					571-0835	16.50
					Total :	**16.50**
140476	1/26/2012	90596 MEEKS, RODNEY	98954		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	137.61
					Total :	**137.61**
140477	1/26/2012	90597 MEJIA, JOSHUA	93678		REFUND CLOSED WATER ACCT	
					REFUND CLOSED WATER ACCT	
					571-0835	197.26
					Total :	**197.26**
140478	1/26/2012	88414 MERCER, GARY	98756		REFUND CLOSED UTILITY ACCOUNT	
					REFUND CLOSED UTILITY ACCOUNT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140478	1/26/2012	88414 MERCER, GARY	(Continued)			
					571-0835	131.49
					Total :	**131.49**
140479	1/26/2012	90598 MICHAELS STORE INC #4715	15571		REFUND CLOSED UTILITY ACCOUNT	
					REFUND CLOSED UTILITY ACCOUNT	
					571-0835	565.31
					Total :	**565.31**
140480	1/26/2012	79170 MICRO MOBILE TIRE COMPANY	36594		TIRES/ REPAIRS	
					TIRES/ REPAIRS	
					684-4550-2350	175.00
					Total :	**175.00**
140481	1/26/2012	81240 MICROMARKETING LLC	425936		DVD'S	
					DVD'S	
					363-6100-2226	15.00
					Total :	**15.00**
140482	1/26/2012	90599 MONROE, CARISSA	99145		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	146.69
					Total :	**146.69**
140483	1/26/2012	89750 MONTES, YADIRA	Ben305747		WAGE ASSIGNMENT: Payment	
					WAGE ASSIGNMENT: Payment	
					750-2174	222.46
					Total :	**222.46**
140484	1/26/2012	90600 MORSE, MARY ANN/BILL	97687		REFUND CLOSED WATER ACCOU	
					REFUND CLOSED WATER ACCOU	
					571-0835	135.38
					Total :	**135.38**
140485	1/26/2012	78722 MOUNTAIN VIEW APTS INC	10339		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	393.27

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140485	1/26/2012	78722 78722 MOUNTAIN VIEW APTS INC	(Continued)		Total :	393.27
140486	1/26/2012	80407 N E P M	169463*		PROMOTIONAL ITEMS	
					PROMOTIONAL ITEMS	
					110-3225-2450	465.00
			172513		PROMOTIONAL ITEMS	
					PROMOTIONAL ITEMS	
					110-3225-2450	279.00
					Total :	744.00
140487	1/26/2012	60450 NAPA AUTO PARTS	263778		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	-299.07
			285224		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					254-4600-2450	10.31
			288460		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					571-9000-2450	21.27
			288944		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					110-3200-2450	23.16
			290007		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	30.57
			290066		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	205.19
			290067		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	7.57
			290073		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	10.87
			290156		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140487	1/26/2012	60450 NAPA AUTO PARTS	(Continued)			
					684-4550-2350	44.64
			290181		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	58.08
			290278		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	40.35
			290279		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	8.36
			290472		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	33.93
			290629		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	10.67
			290694		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	40.45
			290700		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	40.28
			290722		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	33.96
			291745		AUTO PARTS & SUPPLIES	
					AUTO PARTS & SUPPLIES	
					684-4550-2350	50.70
					Total :	**371.29**
140488	1/26/2012	71641 NATIONWIDE RETIREMENT SOLUTION	Ben305729		DEFERRED COMPENSATION: Payment	
					DEFERRED COMPENSATION: Payment	
					750-2130	5,295.52
					Total :	**5,295.52**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140489	1/26/2012	90601 NELMS, MICHAEL	86683		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	303.25
					Total :	**303.25**
140490	1/26/2012	75066 NEXTEL COMMUNICATIONS	162985319		CELLPHONE SERVICE	
					CELLPHONE SERVICE	
					110-3100-2203	61.93
					Total :	**61.93**
140491	1/26/2012	45800 NIXON-EGLI EQUIPMENT CO	11108354		REPAIR PARTS FOR LEEBOY ASPHAUI	
				2012-000415	REPAIR PARTS FOR LEEBOY ASPHAUI	
					684-4550-2350	47.50
					Freight	
					684-4550-2350	9.93
					Riverside County Sales Tax 02	
					684-4550-2350	4.45
					Total :	**61.88**
140492	1/26/2012	72291 OFFICE DEPOT	593151809001		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3100-2253	125.77
			593617857001		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3100-2253	268.05
					Total :	**393.82**
140493	1/26/2012	69187 OGDEN BENEFITS ADMINISTRATION	FEB 2012		ADMIN FEES	
					ADMIN FEES	
					689-2150-2710	823.50
					ADMIN FEES	
					682-2150-2710	1,282.50
					Total :	**2,106.00**
140494	1/26/2012	48494 OLTMAN, DAVID R	JUN-DEC 2011		TRAFFIC & PARKING COMM STIPEND	
					TRAFFIC & PARKING COMM STIPEND	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140494	1/26/2012	48494 OLTMAN, DAVID R	(Continued)			
					221-4200-2710	100.00
					Total :	**100.00**
140495	1/26/2012	75503 ORLEANS HOTEL, THE	REQ 01/19		LODGING,RETMIER,EDUCODE,2/26-3/2	
					LODGING,RETMIER,EDUCODE,2/26-3/2	
					120-3300-2560	285.60
					Total :	**285.60**
140496	1/26/2012	30380 OVERNIGHT INDUSTRIAL SUPPLY	57843		JANITORIAL SUPPLIES	
					JANITORIAL SUPPLIES	
					685-4560-2450	802.63
			57848		JANITORIAL SUPPLIES	
					JANITORIAL SUPPLIES	
					685-4560-2450	82.11
			57875		JANITORIAL SUPPLIES	
					JANITORIAL SUPPLIES	
					685-4560-2450	88.09
			57876		JANITORIAL SUPPLIES	
					JANITORIAL SUPPLIES	
					685-4560-2450	88.09
			57893		JANITORIAL SUPPLIES	
					JANITORIAL SUPPLIES	
					685-4560-2450	145.89
			57974		JANITORIAL SUPPLIES	
					JANITORIAL SUPPLIES	
					685-4560-2450	658.46
					Total :	**1,865.27**
140497	1/26/2012	70148 P A P A	REG FEE		SEMINARS,3/6,5/17,8/7,12/4	
					SEMINARS,3/6,5/17,8/7,12/4	
					110-4250-2560	320.00
					Total :	**320.00**
140498	1/26/2012	81797 PACIFIC MH CONSTRUCTION INC	DEC 2011		CDBG REIMBURSEMENT	
					CDBG REIMBURSEMENT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140498	1/26/2012	81797 PACIFIC MH CONSTRUCTION INC	(Continued)			
					240-3974-2400	6,125.00
					Total :	**6,125.00**
140499	1/26/2012	78128 PACIFIC SYSTEMS ELECTRIC INC	12543		GASBOY PARTS AND LABOR	
					GASBOY PARTS AND LABOR	
					685-4560-2460	225.00
					Total :	**225.00**
140500	1/26/2012	82115 PACKHAM & TOOMEY INC	010412		UST INSPECTION/REPAIRS	
					UST INSPECTION/REPAIRS	
					685-4560-2400	250.00
					Total :	**250.00**
140501	1/26/2012	90602 PARKSIDE GARDEN LLC	98640		REFUND CLOSED UTILITY ACCOUNT	
					REFUND CLOSED UTILITY ACCOUNT	
					571-0835	3,090.78
					Total :	**3,090.78**
140502	1/26/2012	90603 PASO ROBLES TANK	83523		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	248.81
					Total :	**248.81**
140503	1/26/2012	90522 PETCO 01140	50832		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	340.25
					Total :	**340.25**
140504	1/26/2012	90604 PHILLY ON THE RUN	79211		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	158.65
					Total :	**158.65**
140505	1/26/2012	51796 PIP PRINTING #875	120710		COPYING & PRINTING SERVICE	
					COPYING & PRINTING SERVICE	
					130-3100-2250	726.56

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140505	1/26/2012	51796 PIP PRINTING #875	(Continued)			
			120728		COPYING & PRINTING SERVICE	
					COPYING & PRINTING SERVICE	
					110-3100-2717	48.08
			120794		COPYING & PRINTING SERVICE	
					COPYING & PRINTING SERVICE	
					110-3100-2717	7.59
			120817		COPYING & PRINTING SERVICE	
					COPYING & PRINTING SERVICE	
					110-3100-2717	169.71
			120832		COPYING & PRINTING SERVICE	
					COPYING & PRINTING SERVICE	
					110-3100-2717	42.42
			120942		COPYING & PRINTING SERVICE	
					COPYING & PRINTING SERVICE	
					686-4100-2250	115.92
					Total :	**1,110.28**
140506	1/26/2012	70826 POST AND PARCEL PLUS	79634		PACKAGING/MAILING SERVICE	
					PACKAGING/MAILING SERVICE	
					110-3225-2250	27.69
					Total :	**27.69**
140507	1/26/2012	67650 POWER PLAN OIB	P34010		PARTS & SUPPLIES	
					PARTS & SUPPLIES	
					684-4550-2350	293.00
			P34012		PARTS & SUPPLIES	
					PARTS & SUPPLIES	
					684-4550-2350	11.83
			P34385		PARTS & SUPPLIES	
					PARTS & SUPPLIES	
					684-4550-2350	-2.55
			P34386		PARTS & SUPPLIES	
					PARTS & SUPPLIES	
					684-4550-2350	-11.99

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
140507	1/26/2012	67650	67650 POWER PLAN OIB	(Continued)		**Total :**	**290.29**
140508	1/26/2012	53359	PUBLIC EMPLOYEES RETIREMENT SY	Ben305727		PERS SERV CRDT-TAX DEF: Payment	
						PERS SERV CRDT-TAX DEF: Payment	
						750-2120	7,856.41
						EPMC: Payment	
						750-2120	789.64
						PENSION: Payment	
						750-2120	241,378.69
						SURVIVOR BENEFITS-PERS MISC: Pay	
						750-2120	148.80
						SURVIVOR BENEFITS-PERS SAFETY: F	
						750-2120	98.58
						P.E.R.S. PENSION	
						100-1400-1400	-0.16
						Total :	**250,271.96**
140509	1/26/2012	53916	QUINN, DAVID	TRAVEL		ADVANCE,SLI,SACRAMENTO,2/16-18	
						ADVANCE,SLI,SACRAMENTO,2/16-18	
						236-3163-2560	150.00
						Total :	**150.00**
140510	1/26/2012	90605	QUINTERO, JOSE/LEONARDO	98205		REFUND CLOSED UTILITY ACCT	
						REFUND CLOSED UTILITY ACCT	
						571-0835	85.00
						Total :	**85.00**
140511	1/26/2012	54290	RAMONA HUMANE SOCIETY	COH123111		PROVIDE ANIMAL CONTROL SERVICES	
					2012-000358	PROVIDE ANIMAL CONTROL SERVICES	
						110-3400-2400	17,268.04
						Total :	**17,268.04**
140512	1/26/2012	76779	RANDOM HOUSE, INC	1083044206		AUDIO BOOKS	
						AUDIO BOOKS	
						363-6100-2225	34.47
						Total :	**34.47**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140513	1/26/2012	88474 REGENTS OF UNIVERSITY OF CA	861002673		ENROLLMENT FEES	
					ENROLLMENT FEES	
					110-2080	148.75
					Total :	**148.75**
140514	1/26/2012	87048 RELIANCE STANDARD	Ben305713		VOLUNTARY LIFE INSURANCE: Paymer	
					VOLUNTARY LIFE INSURANCE: Paymer	
					750-2187	803.40
					Total :	**803.40**
140515	1/26/2012	86716 REVENUE EXPERTS, INC	39451		CITATION PROCESSING	
					CITATION PROCESSING	
					110-3100-2712	1,562.00
					Total :	**1,562.00**
140516	1/26/2012	89971 REVIRON REALTY	98573		REFUND 2831 CYPRESS ST	
					REFUND 2831 CYPRESS ST	
					571-0835	288.94
					Total :	**288.94**
140517	1/26/2012	90606 RICHARDS, JOYCE/MICHAEL	50683		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	33.65
					Total :	**33.65**
140518	1/26/2012	77883 RICOH AMERICAS CORPORATION	412780845		MAINTENANCE AGREEMENT RENEWA	
				2012-000452	MAINTENANCE AGREEMENT RENEWA	
					110-3100-2403	971.00
			412937428		MAINTENANCE AGREEMENT RENEWA	
				2012-000451	MAINTENANCE AGREEMENT RENEWA	
					110-3100-2403	445.38
					Total :	**1,416.38**
140519	1/26/2012	90607 RIVAS, JOSELITO	95287		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	47.65

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140519	1/26/2012	90607 90607 RIVAS, JOSELITO	(Continued)		**Total :**	**47.65**
140520	1/26/2012	75964 RIVERSIDE, COUNTY OF (EDA)	2012-01		FOREIGN TRADE PARTICIPATION	
					FOREIGN TRADE PARTICIPATION	
					391-8905-2220	2,500.00
			2012-03		BOOTH MD&M CONF,ANAHEIM,2/14-16	
					BOOTH MD&M CONF,ANAHEIM,2/14-16	
					391-8905-2220	1,200.00
					Total :	**3,700.00**
140521	1/26/2012	55080 RIVERSIDE, COUNTY OF (WM)	201112000299		REFUSE DUMPING	
					REFUSE DUMPING	
					553-4500-2400	222.72
					Total :	**222.72**
140522	1/26/2012	90608 ROMLEY, PATRICIA/JOSEPH	96448		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	43.12
					Total :	**43.12**
140523	1/26/2012	90609 ROPER, ROSE	80680		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	85.24
					Total :	**85.24**
140524	1/26/2012	90610 ROYAL HOLIDAY MHP	10923		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	103.78
					Total :	**103.78**
140525	1/26/2012	90611 RUDDELL, CATHERINE/LARRY	98314		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	227.62
					Total :	**227.62**
140526	1/26/2012	88322 S P S S M INVESTMENTS	98274		REFUND 602 E STETSON	
					REFUND 602 E STETSON	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140526	1/26/2012	88322 S P S S M INVESTMENTS	(Continued)			
					571-0835	205.65
			98275		REFUND 2451 CARNATION	
					REFUND 2451 CARNATION	
					571-0835	199.38
			98726		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	81.90
					Total :	**486.93**
140527	1/26/2012	57184 SAFEWAY SIGN CO	87846		TRAFFIC SIGNS	
					TRAFFIC SIGNS	
					221-4200-2450	451.95
			87899		TRAFFIC SIGNS	
					TRAFFIC SIGNS	
					221-4200-2450	357.73
					Total :	**809.68**
140528	1/26/2012	90612 SAMUELS, MARVA	96342		REFUND CLOSED UTILITY ACCOUNT	
					REFUND CLOSED UTILITY ACCOUNT	
					571-0835	36.07
					Total :	**36.07**
140529	1/26/2012	90613 SANCHEZ, FERNANDO	87171		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	249.90
					Total :	**249.90**
140530	1/26/2012	89944 SAROCKA, BRANDON	REQ 01/23		REIMB CA DHS EXAM FEE	
					REIMB CA DHS EXAM FEE	
					571-9000-2560	50.00
					Total :	**50.00**
140531	1/26/2012	90527 SEARS HOLDINGS SPEC OPS	15539		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	629.93

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140531	1/26/2012	90527 90527 SEARS HOLDINGS SPEC OPS	(Continued)		Total :	629.93
140532	1/26/2012	86224 SEHI COMPUTER PRODUCTS INC	77802		PARTS/SUPPLIES	
					PARTS/SUPPLIES	
					110-3100-2253	1,597.88
					Total :	1,597.88
140533	1/26/2012	70507 SERNA, FRANK	FEB 2012		PYMT IN LIEU OF MEDICAL INSURANC	
					PYMT IN LIEU OF MEDICAL INSURANC	
					689-2150-2400	282.00
					Total :	282.00
140534	1/26/2012	90614 SHAW, GILDA	49045		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	460.56
					Total :	460.56
140535	1/26/2012	72400 SIRCHIE FINGER PRINT LAB	65695		FINGER PRINTING SUPPLIES	
					FINGER PRINTING SUPPLIES	
					110-3100-2802	31.97
					Total :	31.97
140536	1/26/2012	59300 SOCO GROUP, INC, THE	632388		FUEL & OIL	
					FUEL & OIL	
					110-3200-2623	1,389.41
					Total :	1,389.41
140537	1/26/2012	78834 SOUTHERN CAL TRAINING OFFICERS	2012		MEMBERSHIP DUES, REYNOSO	
					MEMBERSHIP DUES, REYNOSO	
					110-3200-2560	50.00
					Total :	50.00
140541	1/26/2012	59145 SOUTHERN CALIFORNIA EDISON	2004613295		ELECTRIC BILLS	
					ELECTRIC BILLS	
					221-4200-2100	464.50
					ELECTRIC BILLS	
					225-8250-2100	14.15

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140541	1/26/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued)			
			2004613352		ELECTRIC BILLS	
					ELECTRIC BILLS	
					571-9000-2100	35,798.64
			2199065228		ELECTRIC BILLS	
					ELECTRIC BILLS	
					254-4650-2100	217.22
			2231716911		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	122.69
			2232323212		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	6,468.88
			2235084910		ELECTRIC BILLS	
					ELECTRIC BILLS	
					221-4200-2100	184.79
			2235086006		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	28.48
			2240096164		ELECTRIC BILLS	
					ELECTRIC BILLS	
					571-9000-2100	2,144.49
			2242079879		ELECTRIC BILLS	
					ELECTRIC BILLS	
					221-4200-2100	45.19
			2243303104		ELECTRIC BILLS	
					ELECTRIC BILLS	
					680-3500-2450	1.41
			2243333796		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	61.58
			2244447082		ELECTRIC BILLS	
					ELECTRIC BILLS	
					221-4200-2100	53.08
			2245098009		ELECTRIC BILLS	
					ELECTRIC BILLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140541	1/26/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued)			
					225-8250-2400	48.94
			2245459771		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	20.97
			2247597602		ELECTRIC BILLS	
					ELECTRIC BILLS	
					391-8900-2400	24.19
			2248025389		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	109.37
			2248156309		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	52.38
			2248596652		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	110.20
			2252086566		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	74.61
			2253747133		ELECTRIC BILLS	
					ELECTRIC BILLS	
					110-4250-2100	287.77
			2253913719		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	39.38
			2257276675		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8264-2100	156.73
			2257302521		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	22.53
			2257685602		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	44.30
			2257685701		ELECTRIC BILLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140541	1/26/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued)			
					ELECTRIC BILLS	
					225-8250-2100	26.13
			2259119022		ELECTRIC BILLS	
					ELECTRIC BILLS	
					685-4560-2100	149.43
			2260026125		ELECTRIC BILLS	
					ELECTRIC BILLS	
					685-4560-2100	889.58
			2265812206		ELECTRIC BILLS	
					ELECTRIC BILLS	
					221-4200-2100	62.36
					ELECTRIC BILLS	
					225-8250-2100	96.34
			2266176320		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	15.72
			2270491533		ELECTRIC BILLS	
					ELECTRIC BILLS	
					685-4560-2100	42.98
					ELECTRIC BILLS	
					225-8250-2100	53.11
			2275372696		ELECTRIC BILLS	
					ELECTRIC BILLS	
					228-8265-2100	289.26
			2275726461		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	108.76
			2277162525		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	43.79
					ELECTRIC BILLS	
					221-4200-2100	39.81
			2277863965		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	18.82

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140541	1/26/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued)			
			2278300660		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	26.69
			2278300777		ELECTRIC BILLS	
					ELECTRIC BILLS	
					221-4200-2100	82.55
			2278648761		ELECTRIC BILLS	
					ELECTRIC BILLS	
					221-4200-2100	37.44
			2278648845		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8265-2100	177.62
			2278648936		ELECTRIC BILLS	
					ELECTRIC BILLS	
					228-8265-2100	21.99
			2279079552		ELECTRIC BILLS	
					ELECTRIC BILLS	
					221-4200-2100	44.56
					ELECTRIC BILLS	
					225-8250-2100	59.98
			2279880348		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	24.19
			2280588955		ELECTRIC BILLS	
					ELECTRIC BILLS	
					221-4200-2100	30.90
					ELECTRIC BILLS	
					225-8250-2100	36.81
			2281016899		ELECTRIC BILLS	
					ELECTRIC BILLS	
					571-9000-2100	5,764.96
			2286669254		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	18.64
			2287778179		ELECTRIC BILLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140541	1/26/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued)			
					ELECTRIC BILLS	
					227-8268-2100	73.71
					ELECTRIC BILLS	
					228-8268-2100	70.85
			2288075039		ELECTRIC BILLS	
					ELECTRIC BILLS	
					685-4560-2100	545.38
			2290036771		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	16.82
			2290834654		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	290.67
			2290866136		ELECTRIC BILLS	
					ELECTRIC BILLS	
					228-8273-2100	67.54
					ELECTRIC BILLS	
					227-8273-2100	46.07
			2291251585		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	40.09
			2291251817		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	21.26
			2292708153		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	40.58
			2293452942		ELECTRIC BILLS	
					ELECTRIC BILLS	
					228-8266-2100	302.26
					ELECTRIC BILLS	
					227-8266-2100	440.43
			2296238678		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	37.94

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140541	1/26/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued)			
			2299137406		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8270-2100	376.30
					ELECTRIC BILLS	
					228-8270-2100	22.89
					ELECTRIC BILLS	
					228-8276-2100	115.48
					ELECTRIC BILLS	
					221-4200-2100	77.78
					ELECTRIC BILLS	
					227-8276-2100	94.18
			2302592803		ELECTRIC BILLS	
					ELECTRIC BILLS	
					221-4200-2100	62.74
					ELECTRIC BILLS	
					225-8250-2100	33.79
			2304560741		ELECTRIC BILLS	
					ELECTRIC BILLS	
					228-8277-2100	71.18
					ELECTRIC BILLS	
					227-8277-2100	131.47
			2304888399		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	18.83
			2304888894		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	38.81
			2304889058		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	28.73
			2304889140		ELECTRIC BILLS	
					ELECTRIC BILLS	
					221-4200-2100	57.16
			2305076069		ELECTRIC BILLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140541	1/26/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued)			
					ELECTRIC BILLS	
					225-8250-2100	238.75
			2306028077		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	115.74
			2312418106		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8280-2100	38.33
			231527042		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8289-2100	22.53
			2316493188		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	22.05
			2316667070		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	42.89
			2321393449		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	130.90
			2325365161		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8280-2100	228.35
			2326413903		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8284-2100	25.16
			2330239757		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8280-2100	299.42
			2332838028		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8292-2100	54.64
					ELECTRIC BILLS	
					221-4200-2100	58.96
					ELECTRIC BILLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140541	1/26/2012	59145 SOUTHERN CALIFORNIA EDISON	(Continued)			
					228-8292-2100	90.50
			2333326700		ELECTRIC BILLS	
					ELECTRIC BILLS	
					228-8283-2100	22.39
					ELECTRIC BILLS	
					227-8283-2100	56.66
					ELECTRIC BILLS	
					221-4200-2100	42.59
					ELECTRIC BILLS	
					225-8250-2100	264.73
			2333964872		ELECTRIC BILLS	
					ELECTRIC BILLS	
					221-4200-2100	40.46
					ELECTRIC BILLS	
					227-8276-2100	41.23
			2334519717		ELECTRIC BILLS	
					ELECTRIC BILLS	
					227-8271-2100	73.26
					ELECTRIC BILLS	
					228-8271-2100	141.46
			2337297485		ELECTRIC BILLS	
					ELECTRIC BILLS	
					225-8250-2100	18.45
			3263349581		ELECTRIC BILLS	
					ELECTRIC BILLS	
					685-4560-2100	125.79
					Total :	**60,077.07**
140542	1/26/2012	59150 SOUTHERN CALIFORNIA GAS CO	06202437544		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	26.79
			08722433003		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	162.18
			12308894166		MONTHLY GAS BILLS	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140542	1/26/2012	59150 SOUTHERN CALIFORNIA GAS CO	(Continued)			
					MONTHLY GAS BILLS	
					110-3100-2805	130.39
			16265395737		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	45.08
			16839831845		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	443.22
			19422505008		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	1,428.48
			20052532007		MONTHLY GAS BILLS	
					MONTHLY GAS BILLS	
					685-4560-2100	386.48
					Total :	**2,622.62**
140543	1/26/2012	90615 SOUTHERN CALIFORNIA INVESTORS	98213		REFUND 1089 BLACKBURN WY	
					REFUND 1089 BLACKBURN WY	
					571-0835	270.88
					Total :	**270.88**
140544	1/26/2012	88913 SOUTHWEST WHOLESALE NURSERY	111265		LANDSCAPE MATERIAL	
					LANDSCAPE MATERIAL	
					228-8265-2450	172.30
					Total :	**172.30**
140545	1/26/2012	82505 SPANKY'S PORTABLE SERVICES INC	899708		PORTABLE TOILETS/RENTAL SERVICE	
					PORTABLE TOILETS/RENTAL SERVICE	
					100-2073	805.50
					Total :	**805.50**
140546	1/26/2012	70870 STANDARD INSURANCE CO (LTD)	Ben305699		LONG TERM DISABILITY: Payment	
					LONG TERM DISABILITY: Payment	
					750-2141	8,698.79
					Total :	**8,698.79**

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140547	1/26/2012	76654 STAPLES ADVANTAGE	316689881		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3200-2250	173.96
			3166898865		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					100-1200-2250	82.75
			3166898866		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					391-8900-2250	233.93
			3166898867		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					120-4100-2250	51.82
					OFFICE SUPPLIES	
					686-4100-2250	51.82
					OFFICE SUPPLIES	
					686-4150-2250	51.81
			3166898868		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3200-2250	171.60
			3166898871		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					100-1100-2250	180.63
					OFFICE SUPPLIES	
					100-1200-2250	180.63
					OFFICE SUPPLIES	
					391-8900-2250	180.63
					OFFICE SUPPLIES	
					391-8905-2250	180.62
			3166898872		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					100-1100-2250	63.56
			3166898875		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3200-2250	9.48
			3166898878		OFFICE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140547	1/26/2012	76654 STAPLES ADVANTAGE	(Continued)			
					OFFICE SUPPLIES	
					110-3200-2250	14.92
			3166898882		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3200-2250	153.90
			3166898886		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-6100-2250	149.84
			3166898887		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-6100-2250	111.93
			3166898903		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3100-2253	51.98
			3166898904		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3100-2253	29.20
			3166898905		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3100-2253	3.15
			3166898906		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					110-3100-2253	412.61
			3166898914		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					686-4150-2250	13.90
			3166898919		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					686-4150-2250	252.23
			316898909		OFFICE SUPPLIES	
					OFFICE SUPPLIES	
					686-4150-2250	59.90
					Total :	**2,866.80**
140548	1/26/2012	86033 STARK, JACK/APRIL	97551		REFUND CLOSED UTILITY ACCT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140548	1/26/2012	86033 STARK, JACK/APRIL	(Continued)			
					REFUND CLOSED UTILITY ACCT	
					571-0835	229.40
					Total :	**229.40**
140549	1/26/2012	60095 STATE BOARD OF EQUALIZATION	44-018114		UNDERGROUND TANK FEES OCT-DEC	
					UNDERGROUND TANK FEES OCT-DEC	
					684-4550-2350	892.10
					Total :	**892.10**
140550	1/26/2012	89709 STELSE, DEANNA	Ben305719		HEMET MID-MANAGERS ASSOC: Paym	
					HEMET MID-MANAGERS ASSOC: Paym	
					750-2169	690.00
					Total :	**690.00**
140551	1/26/2012	89945 STOCKTON, TIM	REQ 12/27		REIMB CERT FEES	
					REIMB CERT FEES	
					571-9000-2560	176.55
					Total :	**176.55**
140552	1/26/2012	30355 SUPERIOR REDI MIX	480159		CONCRETE,ROCK,SAND	
					CONCRETE,ROCK,SAND	
					221-4200-2450	526.91
			480348		CONCRETE,ROCK,SAND	
					CONCRETE,ROCK,SAND	
					221-4200-2450	398.68
			480349		CONCRETE,ROCK,SAND	
					CONCRETE,ROCK,SAND	
					221-4200-2450	299.54
			481205		CONCRETE,ROCK,SAND	
					CONCRETE,ROCK,SAND	
					221-4200-2450	560.94
					Total :	**1,786.07**
140553	1/26/2012	90616 SWEENEY, RICHARD	94672		REFUND 1106 TURQUOISE	
					REFUND 1106 TURQUOISE	
					571-0835	1,024.07

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140553	1/26/2012	90616 90616 SWEENEY, RICHARD	(Continued)		Total :	1,024.07
140554	1/26/2012	90617 SWENSON, RICHARD	9375		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	136.18
					Total :	136.18
140555	1/26/2012	90618 TARGET STORE #761	15537		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	768.08
					Total :	768.08
140556	1/26/2012	90619 THOMSON, BONITA	1466		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	174.77
					Total :	174.77
140557	1/26/2012	69590 TIRES WAREHOUSE OF HEMET	10796		TIRES & SUPPLIES	
					TIRES & SUPPLIES	
					684-4550-2350	1,624.55
			10805		TIRES & SUPPLIES	
					TIRES & SUPPLIES	
					684-4550-2350	2,595.05
					Total :	4,219.60
140558	1/26/2012	87140 TOTAL ADMINISTRATIVE SERV CORP	Ben305737		FSA ADMIN FEE: Payment	
					FSA ADMIN FEE: Payment	
					750-2185	472.78
					ORLOWSKI	
					553-4500-1400	6.14
					FLEX SPENDING ACCOUNTS-FEES	
					100-1400-1400	0.78
					Total :	479.70
140559	1/26/2012	85284 TRANSUNION	12152094		CREDIT REPORT	
					CREDIT REPORT	
					291-1926-2800	55.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140559	1/26/2012	85284 85284 TRANSUNION	(Continued)		Total :	55.00
140560	1/26/2012	73428 TRANS-WEST TRUCK CENTER	TP66363		PARTS & SUPPLIES	
					PARTS & SUPPLIES	
					684-4550-2350	352.18
					Total :	352.18
140561	1/26/2012	76386 U S A BLUE BOOK	556631		PARTS & SUPPLIES	
					PARTS & SUPPLIES	
					571-9000-2720	336.10
					Total :	336.10
140562	1/26/2012	90620 U S BANK #9769	49265		REFUND CLOSED REFUSE ACCT	
					REFUND CLOSED REFUSE ACCT	
					571-0835	154.44
					Total :	154.44
140563	1/26/2012	90540 U S NIGHT VISION CORPORATION	16173		FLIR SCOUT PS24 (PART # 001058)~	
				2012-000441	FLIR SCOUT PS24 (PART # 001058)~	
					236-3163-5400	3,799.00
				2012-000441	Freight	
					236-3163-5400	33.11
					Riverside County Sales Tax 02	
					236-3163-5400	294.42
					Total :	4,126.53
140564	1/26/2012	63783 UNDERGROUND SERVICE ALERT	1220110292		NOTIFICATION SERVICES	
					NOTIFICATION SERVICES	
					571-9000-2710	546.00
					Total :	546.00
140565	1/26/2012	70074 V & V MANUFACTURING INC	35705		NEW BADGES & REPAIRS	
					NEW BADGES & REPAIRS	
					110-3100-2702	22.57
					Total :	22.57
140566	1/26/2012	90621 VALENZUELA, CARLOS/CHRISTINE	49407		REFUND CLOSED UTILITY ACCT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140566	1/26/2012	90621 VALENZUELA, CARLOS/CHRISTINE	(Continued)			
					REFUND CLOSED UTILITY ACCT	
					571-0835	68.39
					Total :	**68.39**
140567	1/26/2012	79159 VALLEY CHRONICLE, THE	30		SUBSCRIPTIONS/ADVERTISEMENTS	
					SUBSCRIPTIONS/ADVERTISEMENTS	
					110-3225-2220	138.60
					Total :	**138.60**
140568	1/26/2012	65266 VALLEY STEEL & WELDING	642461		PARTS & SUPPLIES	
					PARTS & SUPPLIES	
					571-9000-2450	14.94
					Total :	**14.94**
140569	1/26/2012	26850 VERIZON CALIFORNIA	1974872		PHONE BILLS	
					PHONE BILLS	
					680-1930-2200	1,920.45
			6583052		PHONE BILLS	
					PHONE BILLS	
					110-3100-2203	132.62
			7651564		PHONE BILLS	
					PHONE BILLS	
					680-1930-2200	38.75
			9270573		PHONE BILLS	
					PHONE BILLS	
					680-1930-2200	97.55
			9291671		PHONE BILLS	
					PHONE BILLS	
					680-1930-2200	38.68
			9295692		PHONE BILLS	
					PHONE BILLS	
					680-1930-2200	215.57
			9299725		PHONE BILLS	
					PHONE BILLS	
					680-1930-2200	160.43

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140569	1/26/2012	26850 VERIZON CALIFORNIA	(Continued)			
			DW00093		PHONE BILLS	
					PHONE BILLS	
					680-1930-2200	219.13
			QE05475		PHONE BILLS	
					PHONE BILLS	
					110-3100-2201	213.58
			RT01594		PHONE BILLS	
					PHONE BILLS	
					680-1930-2200	39.69
					Total :	**3,076.45**
140570	1/26/2012	80404 VERIZON WIRELESS	371868188		CELL PHONES/AIR CARDS	
					CELL PHONES/AIR CARDS	
					110-3100-2203	2,301.11
			371888385		CELL PHONES/AIR CARDS	
					CELL PHONES/AIR CARDS	
					110-3200-2710	39.32
					Total :	**2,340.43**
140571	1/26/2012	90487 VERNON, ANDRE/FRANCES	88287		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	165.75
					Total :	**165.75**
140572	1/26/2012	90623 VIRK, JASPER	2759		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	3,000.95
					Total :	**3,000.95**
140573	1/26/2012	71445 VORTEX INDUSTRIES INC	05-639986-1		REPAIR ROLLING STEEL DOOR	
					REPAIR ROLLING STEEL DOOR	
					110-3200-2450	792.00
			05-644384-01		REPAIR ROLLING STEEL DOOR	
					REPAIR ROLLING STEEL DOOR	
					685-4560-2460	321.16

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140573	1/26/2012	71445 VORTEX INDUSTRIES INC	(Continued)			
			05-644386-1		REPAIR ROLLING STEEL DOOR	
					REPAIR ROLLING STEEL DOOR	
					685-4560-2460	950.60
			05-645756-1		REPAIR ROLLING STEEL DOOR	
					REPAIR ROLLING STEEL DOOR	
					685-4560-2460	752.94
					Total :	**2,816.70**
140574	1/26/2012	80956 VOYAGER	86912-3901		CNG FUEL	
					CNG FUEL	
					110-3100-2623	154.96
					CNG FUEL	
					221-4200-2623	90.37
					CNG FUEL	
					254-4400-2623	159.73
					CNG FUEL	
					553-4500-2623	3,961.63
					CNG FUEL	
					684-4550-2623	100.63
					Total :	**4,467.32**
140575	1/26/2012	32992 VULCAN MATERIALS CO	618622		BLACKTOP & BASE MATERIAL	
					BLACKTOP & BASE MATERIAL	
					571-9000-2450	200.77
			631268		BLACKTOP & BASE MATERIAL	
					BLACKTOP & BASE MATERIAL	
					221-4200-2450	141.03
			635290		BLACKTOP & BASE MATERIAL	
					BLACKTOP & BASE MATERIAL	
					221-4200-2450	203.48
			635291		BLACKTOP & BASE MATERIAL	
					BLACKTOP & BASE MATERIAL	
					221-4200-2450	136.29
			636603		BLACKTOP & BASE MATERIAL	
					BLACKTOP & BASE MATERIAL	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140575	1/26/2012	32992 VULCAN MATERIALS CO	(Continued)			
					221-4200-2450	132.21
					Total :	**813.78**
140576	1/26/2012	90541 WEST COAST AMMUNITION	010312-1		ACCUSOX 12 GA DUTY LESS LETHAL E	
				2012-000442	ACCUSOX 12 GA DUTY LESS LETHAL E	
					110-3100-2801	475.00
				2012-000442	TBB 12 GA TRAINING BEAN BAG MUNI	
					110-3100-2801	590.00
					Riverside County Sales Tax 02	
					110-3100-2801	82.54
					Total :	**1,147.54**
140577	1/26/2012	88456 WEST COAST DEVELOPMENT	98084		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	144.72
					Total :	**144.72**
140578	1/26/2012	79158 WEST PAYMENT CENTER	824200476		PUBLICATIONS	
					PUBLICATIONS	
					110-3100-2402	606.38
					Total :	**606.38**
140579	1/26/2012	80566 WESTSIDE BUILDING MATERIAL	10279743		PARTS & SUPPLIES	
					PARTS & SUPPLIES	
					254-4600-2450	425.39
			10284654		PARTS & SUPPLIES	
					PARTS & SUPPLIES	
					571-9000-2450	247.10
					Total :	**672.49**
140580	1/26/2012	90624 WHEATLEY, NANCY	84414		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	651.20
					Total :	**651.20**
140581	1/26/2012	78103 WHITE HOUSE SANITATION	130082		PORTABLE SANITATION SERVICE	

Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140581	1/26/2012	78103 WHITE HOUSE SANITATION	(Continued)			
					PORTABLE SANITATION SERVICE	
					110-4250-2400	225.00
			144158		PORTABLE SANITATION SERVICE	
					PORTABLE SANITATION SERVICE	
					228-8265-2400	61.16
					Total :	**286.16**
140582	1/26/2012	75826 WISEHART, DEBORAH L	Ben305731		WAGE ASSIGNMENT: Payment	
					WAGE ASSIGNMENT: Payment	
					750-2174	125.00
					Total :	**125.00**
140583	1/26/2012	90625 WOODHOUSE, BRIAN/ELIZABETH	99341		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	159.00
					Total :	**159.00**
140584	1/26/2012	68755 XEROX CORPORATION	059492353		ANNUAL SERVICE AGREEMENT FOR X	
				2012-000018	ANNUAL SERVICE AGREEMENT FOR X	
					110-6100-2400	29.43
				2012-000018	EXCESS COPY CHARGE ESTIMATE at	
					110-6100-2400	71.10
					Riverside County Sales Tax 02	
					110-6100-2400	1.92
					Total :	**102.45**
140585	1/26/2012	89777 Y M C A OF RIVERSIDE CITY	FEB 2012		FACILITY OPERATION MANAGEMENT S	
				2012-000019	FACILITY OPERATION MANAGEMENT S	
					110-7400-2710	20,833.00
					Total :	**20,833.00**
140586	1/26/2012	90626 YOUSSEF, RAFEEK	94745		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	83.73
					Total :	**83.73**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
140587	1/26/2012	90627 ZAYAS, DINA/ENRIQUE	97396		REFUND CLOSED UTILITY ACCT	
					REFUND CLOSED UTILITY ACCT	
					571-0835	285.59
					Total :	**285.59**

291 Vouchers for bank code : 001 **Bank total : 1,585,181.01**

291 Vouchers in this report **Total vouchers : 1,585,181.01**

I, Rita Conrad, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Hemet, and that I am authorized to authenticate and certify to said claim.

AGENDA # 10

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Jorge Biagioni, City Engineer; Brian Nakamura, City Manager

DATE: February 28, 2012

RE: Installation of Banners Across Florida Avenue

RECOMMENDED ACTION:

Staff recommends that the City Council approve the installation of the following listed banners:

BACKGROUND:

- Ordinance 1598 adopted March 23, 1998 amending Article XXXVII, Sections 90-1311 through 90-1317 inclusive of the Hemet Municipal Code relating to the Banners for Events within the City of Hemet and the San Jacinto Valley.

PROJECT DESCRIPTION:

- Valley Wide Recreation and Park District requests hanging their banner up at Florida and Kirby on March 5, 2012, and down on March 12, 2012 and then up at Florida and Harvard on March 19 ,2012 and down on March 26, 2012. To make the public aware of the Valley Wide Country Fair being held April 5th – 8th, 2012. The application and banner legend are attached.
- Habitat for Humanity requests hanging their banner up at Florida and Kirby on March 26, 2012, and down on April 2, 2012. To make the public aware of the Diamond Valley Lake Marathon being held March 31, 2012. The application and banner legend are attached.
- The Human Relations Council requests hanging their banner up at Florida and Harvard on April 2, 2012, and down on April 9, 2012. To make the public aware of the First People's Day being held April 14, 2012. The application and banner legend are attached.
- Hemet Valley Art Association requests hanging their banner up at Florida and Kirby on April 2, 2012, and down on April 16, 2012. To make the public aware of an "Evening of Art" being held April 14, 2012. The application and banner legend are attached.
- The banners are delivered to the Covell Building, 510 E. Florida Avenue and then hung across Florida by the Public Works Parks Department.

ANALYSIS:

- Ordinance 1598 states that "certain eligible events and festivals that are deemed to be of community-wide benefit may place banners, flags or similar devices over public streets".

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

- Ordinance 1598 adopted March 23, 1998.

FISCAL IMPACT:

- No impact to the General Fund.

Respectfully submitted,

Becky Joiner
Engineering Department

Attachments:
Special Event Banner Applications and Legends

City of Hemet
SPECIAL EVENT BANNER PERMIT APPLICATION

ISSUANCE OF THIS PERMIT IS SUBJECT TO ALL CONDITIONS IMPOSED IN ARTICLE XXXVII, SECTIONS 90-1311 THROUGH 90-1317 INCLUSIVE, OF THE HEMET MUNICIPAL CODE.

PERMISSION IS REQUESTED TO PLACE A BANNER, FLAG, EMBLEM, BUNTING OR SIMILAR DEVICE UPON OR OVER A PUBLIC, STREET, SIDEWALK OR OTHER PUBLIC PLACE IN THE CITY AS FOLLOWS:

ORGANIZATION OR APPLICANT NAME: Valley-Wide Recreation & Park

CONTACT PERSON: Jan Bissell PHONE NO. 951-926-5917

ADDRESS: 901 W. Esplanade Ave

CITY, STATE, ZIP CODE: San Jacinto, Ca 92583

EVENT: Valley-Wide Country Fair

EVENT DATE: April 5th Thru April 8th 2012

BANNER LOCATION: Florida Ave at Harvard Ave or Florida Ave at Kirby St

DESIRED START DATE: 3-5-2011 REMOVAL DATE: 3-12-2011

BANNER SIZE: 3 X 25

DESCRIPTION OF BANNER DESIGN AND WORDING: **PLEASE ATTACH PICTURE OR DRAWING**

3X25 Double Sided Blue Background - White Lettering

SIGNATURE: Jan B. Bissell TITLE: Tournament Director

PRINTED NAME: Jan Bissell DATE: 6-15-2011

THE FOLLOWING MUST BE ATTACHED:
DRAWING SHOWING BANNER SIZE, DESIGN, WORDING AND COLORS TO BE USED.
(SEE ATTACHED EXAMPLE)

SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:
Laurie Knotek - Public Works Department
510 E. Florida Ave.
Hemet CA 92543
(951) 765-2326 Fax (951) 765-3878

FOR CITY USE

DATE APPROVED BY CITY COUNCIL _____

City of Hemet
SPECIAL EVENT BANNER PERMIT APPLICATION

ISSUANCE OF THIS PERMIT IS SUBJECT TO ALL CONDITIONS IMPOSED IN ARTICLE XXXVII, SECTIONS 90-1311 THROUGH 90-1317 INCLUSIVE, OF THE HEMET MUNICIPAL CODE.

PERMISSION IS REQUESTED TO PLACE A BANNER, FLAG, EMBLEM, BUNTING OR SIMILAR DEVICE UPON OR OVER A PUBLIC, STREET, SIDEWALK OR OTHER PUBLIC PLACE IN THE CITY AS FOLLOWS:

ORGANIZATION OR APPLICANT NAME: Valley-Wide Recreation & Park

CONTACT PERSON: Jan Bissell PHONE NO. 951-926-5917

ADDRESS: 901 W. Explanade Ave

CITY, STATE, ZIP CODE: San Jacinto, CA 92583

EVENT: Valley-Wide Country Fair

EVENT DATE: April 5th thru April 8th 2012.

BANNER LOCATION: Florida Ave. at Harvard Ave or Florida Ave at Kirby St

DESIRED START DATE: 3-19 2012 REMOVAL DATE: 3-26-2012

BANNER SIZE: 3 X 25

DESCRIPTION OF BANNER DESIGN AND WORDING: **PLEASE ATTACH PICTURE OR DRAWING**

3x25 Double Sided Blue Background - White letterings

SIGNATURE: [signature] TITLE: Tournament Director

PRINTED NAME: Jan Bissell DATE: 6-15-2011

THE FOLLOWING MUST BE ATTACHED:
DRAWING SHOWING BANNER SIZE, DESIGN, WORDING AND COLORS TO BE USED.
(SEE ATTACHED EXAMPLE)

SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:
Laurie Knotek - Public Works Department
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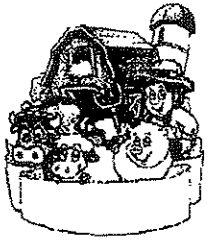
Hemet CA 92543
(951) 765-2326 Fax (951) 765-3878

FOR CITY USE

DATE APPROVED BY CITY COUNCIL _____



VALLEY-WIDE COUNTRY FAIR

APRIL 5-8 • www.VWCountryfair.com

THURSDAY 50¢ RIDES

City of Hemet
SPECIAL EVENT BANNER PERMIT APPLICATION

ISSUANCE OF THIS PERMIT IS SUBJECT TO ALL CONDITIONS IMPOSED IN ARTICLE XXXVII, SECTIONS 90-1311 THROUGH 90-1317 INCLUSIVE, OF THE HEMET MUNICIPAL CODE.

PERMISSION IS REQUESTED TO PLACE A BANNER, FLAG, EMBLEM, BUNTING OR SIMILAR DEVICE UPON OR OVER A PUBLIC, STREET, SIDEWALK OR OTHER PUBLIC PLACE IN THE CITY AS FOLLOWS:

ORGANIZATION OR APPLICANT NAME: Habitat for Humanity

CONTACT PERSON: Patsy Svete PHONE NO 951-658-0235

ADDRESS: 328 N. State st. Unit D

CITY, STATE, ZIP CODE: Hemet Ca. 92543

EVENT: Diamond Valley Lake Marathon

EVENT DATE: March 31, 2012

BANNER LOCATION: Florida Ave at Harvard Ave or Florida Ave at Kirby St

DESIRED START DATE: March 26 REMOVAL DATE: April 2nd

BANNER SIZE:

DESCRIPTION OF BANNER DESIGN AND WORDING: **PLEASE ATTACH PICTURE OR DRAWING**

SIGNATURE [signature] TITLE: President

PRINTED NAME: LAKSHMAN KOKA DATE: 12/16/11

THE FOLLOWING MUST BE ATTACHED:
DRAWING SHOWING BANNER SIZE, DESIGN, WORDING AND COLORS TO BE USED.
(SEE ATTACHED EXAMPLE)

SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:
Laurie Knotek - Public Works Department
510 E. Florida Ave.
Hemet CA 92543
(951) 765-2326 Fax (951) 765-3878

FOR CITY USE

DATE APPROVED BY CITY COUNCIL _____

- No logos
- Font must be same size throughc
- No e-mail address
- No location

Habitat for Humanity Hemet/San Jacinto

Diamond Valley Lake Marathon

March 31, 2012

951-658-0235

City of Hemet
SPECIAL EVENT BANNER PERMIT APPLICATION

ISSUANCE OF THIS PERMIT IS SUBJECT TO ALL CONDITIONS IMPOSED IN ARTICLE XXXVII, SECTIONS 90-1311 THROUGH 90-1317 INCLUSIVE, OF THE HEMET MUNICIPAL CODE.

PERMISSION IS REQUESTED TO PLACE A BANNER, FLAG, EMBLEM, BUNTING OR SIMILAR DEVICE UPON OR OVER A PUBLIC, STREET, SIDEWALK OR OTHER PUBLIC PLACE IN THE CITY AS FOLLOWS:

ORGANIZATION OR APPLICANT NAME: The Human Relations Council

CONTACT PERSON: Sewa Contreras PHONE NO (951) 491-3282

ADDRESS: P.O. Box 3036

CITY, STATE, ZIP CODE: Hemet, CA 92546

EVENT: First People's Day

EVENT DATE: April 14 2012

BANNER LOCATION: Florida Ave at Harvard Ave or Florida Ave at Kirby St

DESIRED START DATE: 4/2/12 REMOVAL DATE: 4/9/12

BANNER SIZE: 30 X 3 Feet

DESCRIPTION OF BANNER DESIGN AND WORDING: **PLEASE ATTACH PICTURE OR DRAWING**

SIGNATURE Sewa Contreras TITLE: Event Coordinator

PRINTED NAME: Sewa Contreras DATE: 2/01/12

THE FOLLOWING MUST BE ATTACHED:
DRAWING SHOWING BANNER SIZE, DESIGN, WORDING AND COLORS TO BE USED.
(SEE ATTACHED EXAMPLE)

SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:
Laurie Knotek - Public Works Department
510 E. Florida Ave.
Hemet CA 92543
(951) 765-2326 Fax (951) 765-3878

FOR CITY USE

DATE APPROVED
BY CITY COUNCIL _____

Red Black Red Black

CELEBRATE "RAMONA" SEASON!

FIRST PEOPLES DAY

~~MARCH 27~~ APRIL 14, 10AM–3PM

951-491-3282

Black

Red

3' Feet

'30' feet

City of Hemet
SPECIAL EVENT BANNER PERMIT APPLICATION

ISSUANCE OF THIS PERMIT IS SUBJECT TO ALL CONDITIONS IMPOSED IN ARTICLE XXXVII, SECTIONS 90-1311 THROUGH 90-1317 INCLUSIVE, OF THE HEMET MUNICIPAL CODE.

PERMISSION IS REQUESTED TO PLACE A BANNER, FLAG, EMBLEM, BUNTING OR SIMILAR DEVICE UPON OR OVER A PUBLIC, STREET, SIDEWALK OR OTHER PUBLIC PLACE IN THE CITY AS FOLLOWS:

ORGANIZATION OR APPLICANT NAME: Hemet Valley Art Assn.

CONTACT PERSON: Susan Baker PHONE NO 929-8273

ADDRESS: 1317 Hickory Dr

CITY, STATE, ZIP CODE: Hemet CA 92545

EVENT: "An Evening of Art"

EVENT DATE: April 14. 2012

BANNER LOCATION: Florida Ave at Harvard Ave. or Florida Ave (at Kirby St)

DESIRED START DATE: 4-2-12 REMOVAL DATE: 4-16-12

BANNER SIZE: 3 ft x 30 ft Long

DESCRIPTION OF BANNER DESIGN AND WORDING: **PLEASE ATTACH PICTURE OR DRAWING**

Double sided - White Vinyl, Blk + Red Lettering

SIGNATURE Susan Baker TITLE: Treasurer

PRINTED NAME: Susan Baker DATE: 7-18-11

THE FOLLOWING MUST BE ATTACHED:
DRAWING SHOWING BANNER SIZE, DESIGN, WORDING AND COLORS TO BE USED.
(SEE ATTACHED EXAMPLE)

SUBMIT COMPLETED FORM AND REQUIRED ATTACHMENTS TO:
Laurie Knotek - Public Works Department
510 E. Florida Ave.
Hemet CA 92543
(951) 765-2326 Fax (951) 765-3878

FOR CITY USE

DATE APPROVED BY CITY COUNCIL _____

HEMET VALLEY ART ASSOCIATION, INC.

"AN EVENING OF ART"

APRIL TH **6 PM** **HEMET PUBLIC LIBRARY**

AGENDA # 11

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Deanna Elliano, Community Development Director
Brian Nakamura, City Manager

DATE: February 14, 2012

RE: **ZONING ORDINANCE AMENDMENT 12-001 establishing Sex Offender Residency Restrictions in the City of Hemet:** A city-initiated ordinance of the City of Hemet amending Chapter 90 (Zoning) of the Hemet Municipal Code to add a new Article X entitled "Special Housing Classifications" and adopting Division 3 which establishes Sex Offender Residency Restrictions. This ordinance is a component of the **Hemet ROCS** (Restoring Our Community Strategy) Program for the City of Hemet. **(Ordinance Bill No. 12-005)**

RECOMMENDED ACTION:

That the City Council:

1. *Adopt Ordinance Bill No. 12-005, establishing Article X, Division 3 of the Hemet Municipal Code regarding residency restrictions for sex offenders, entitled:*

   "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA ADDING ARTICLE X ("SPECIAL HOUSING CLASIFICATIONS") TO CHAPTER 90 OF THE HEMET MUNICIPAL CODE AND ADOPTING RESIDENCY RESTRICTIONS FOR SEX OFFENDERS, AN ELEMENT OF THE HEMET RESTORING OUR COMMUNITIES STRATEGY (HEMET ROCS) PROGRAM."

BACKGROUND:

On February 14, 2012, the City Council conducted a noticed public hearing and introduced and waived further readings of the attached Ordinance Bill No. 12-005. The proposed ordinance is a component of the Hemet ROCS (Restoring Our Communities Strategy) Program, and imposes residency restrictions on sex offenders that are in addition to those already established by the California Penal Code Section 3003.5. The proposed ordinance restricts sex offenders from living within 2,000 feet of a licensed child care center, the Hemet Public Library, the James Simpson Memorial Center, the Fingerprints Museum or the Police Activities League (P.A.L.) Club, as these are places where children routinely gather in the City of Hemet. Places of residence under the ordinance include single and multi-family dwellings, mobile homes, motels and hotels. The ordinance also prohibits sex offenders from congregating together in dwellings, motels, hotels or mobile home parks, unless they are related by blood, marriage or adoption.

In addition to the requirements imposed upon sex offenders, the ordinance also prohibits a property owner or agent ("Responsible Party") from knowingly renting a dwelling or room to more than one sex offender in accordance with the provisions of this ordinance.

The proposed ordinance is based upon similar ordinances adopted in Riverside County and other California cities. The Hemet Police Department will be the primary implementation and enforcement entity for this ordinance.

It is the opinion of staff and the City Attorney that the proposed ordinance provides additional protections for the community's youth from sexual predators, and is as restrictive as currently allowed under state law.

Respectfully submitted,

Deanna Elliano
Community Development Director

Attachments:

1. City Council Ordinance Bill No. 12-005

Attachment No. 1

City Council
Ordinance Bill No. 12-005

CITY OF HEMET
Hemet, California

ORDINANCE BILL NO. 12-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA ADDING ARTICLE X ("SPECIAL HOUSING CLASIFICATIONS") TO CHAPTER 90 OF THE HEMET MUNICIPAL CODE AND ADOPTING RESIDENCY RESTRICTIONS FOR SEX OFFENDERS, AN ELEMENT OF THE HEMET RESTORING OUR COMMUNITIES STRATEGY (HEMET ROCS) PROGRAM.

WHEREAS, on November 7, 2006, the voters of the State of California overwhelmingly approved Proposition 83, the Sexual Predator Punishment and Control Act, commonly referred to as Jessica's Law, so as to better protect Californians, and, in particular, the children of this State from sex offenders; and

WHEREAS, Proposition 83 enacted subsection (b) of the Penal Code Section 3003.5 which prohibits any registered sex offender from residing within 2,000 feet of any public or private school, or any park where children regularly gather; and

WHEREAS, subsection (a) of Penal Code Section 3003.5 prohibits any person who is released on parole for a crime for which he or she must register as a sex offender from living in a single-family dwelling with another sex offender during his or her parole, unless those individuals are related; and

WHEREAS, subsection (c) of Penal Code Section 3003.5, authorizes municipal jurisdictions to enact local ordinances that further restrict the residency of any registered sex offender; and

WHEREAS, Riverside County and cities surrounding Hemet have enacted ordinances restricting the residency of sex offenders, which may result in Hemet becoming a refuge for sex offenders; and

WHEREAS, sex offenders have a dramatically higher recidivism rate for their crimes than any other type of violent felon. According to a 1998 report by the U.S. Department of Justice, sex offenders are the least likely to be cured and the most likely to reoffend, and they prey on the most innocent members of our society. More than two-thirds of the victims of rape and sexual assault are under the age of 18; and,

WHEREAS, the City is concerned with recent occurrences, within the City and elsewhere in California, where multiple registered sex offenders have been residing in clusters; and

WHEREAS, the City further finds that California State licensed day care facilities are necessarily included as places where children frequently gather; and

WHEREAS, Article XI, Section 7 of the California Constitution authorizes the City to enact and enforce ordinances that regulate conditions which may be public nuisances or health hazards, or that promote social, economic or aesthetic considerations; and

WHEREAS, California Government Code section 38773.5 authorizes cities to pass ordinances that provide for the recovery of attorneys' fees in any action, administrative proceeding, or special proceeding to abate a nuisance.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HEMET DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: ADDITION ARTICLE X ("SPECIAL HOUSING CLASSIFICATIONS") TO CHAPTER 90 OF THE HEMET MUNICIPAL CODE.

A new Article X entitled "Special Housing Classifications" is hereby added to Chapter 90 of the Hemet Municipal Code, which shall read as shown in Exhibit "A" to this Ordinance.

SECTION 2: SEVERABILITY.

If any section, subsection, subdivision, sentence, clause, phrase, 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 this 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, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 3: EFFECTIVE DATE.

This Ordinance shall take effect thirty (30) days from its passage by the City Council of the City of Hemet.

SECTION 4: PUBLICATION.

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the

alternative summary and pasting procedure authorized under Government Code Section 39633(c).

INTRODUCED at the regular meeting of Hemet City Council on _____ 2012.

APPROVED AND ADOPTED this ___ day of _____ 2012.

_____
Robert Youssef, Mayor

ATTEST:

_____
Sarah McComas, City Clerk

APPROVED AS TO FORM:

_____
Eric S. Vail, City Attorney

State of California)
County of Riverside)
City of Hemet)

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Ordinance was introduced and first read on the 14th day of February 2012, and had its second reading at the regular meeting of the Hemet City Council on the ___ day of _____, 2012, and was passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Sarah McComas, City Clerk

EXHIBIT "A"

ARTICLE X. SPECIAL HOUSING CLASSIFICATIONS

DIVISION 1. Reserved
90-271 - 290 Reserved

DIVISION 2. Reserved
90-291 - 310 Reserved

DIVISION 3. Sex Offender Residency Restrictions
90-311 Definitions
90-312 Sex Offender Residency Restrictions
90-313 Responsible Party Rental Restrictions
90-314 Exception
90-315 Offenses Constituting Nuisances
90-316 Nuisances; Recovery of Abatement Expenses
90-317 Penalties
90-318 Criminal Penalties Do Not Satisfy Administrative Or Civil Actions
90-319 Application of This Division

DIVISION 3. SEX OFFENDER RESIDENCY RESTRICTIONS

SECTION 90-311. Definitions

To the extent terms defined in Section 90-4 of this Code are used in this Division, those terms shall be defined as stated in Section 90-4. For the purpose of this Division, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

a. "Child" or "Children" shall mean any person(s) under the age of eighteen (18) years of age.

b. "Child Care Center" shall mean any State of California, Department of Social Services licensed facility that provides non-medical care to children in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a twenty-four (24) hour basis, including but not limited to a family day care home, infant center, preschool, extended-day care facility, or school-age child care center.

c. "Dwelling" means a building, or portion thereof, designed or occupied for residential purposes, including but not limited to single-family homes, duplex buildings, apartment buildings, condominium buildings, and mobile homes, but not including a hotel or motel.

d. "Owner's Authorized Agent" shall mean any natural person, firm, association, joint venture, joint stock company, partnership, organization, club, company, corporation, business trust or the manager, lessee, agent, servant, office or employee authorized to act for the owner of a property.

e. "Park" shall include those areas, whether publicly or privately owned, in which the public may engage in recreational, cultural, or community service activities, including, but not limited to, playgrounds, athletic fields and grounds, swimming pools, and dog parks, where children regularly gather.

f. "Property Owner" as applied to buildings and land shall mean the owner of record of any parcel of real property as designated on the county assessor's tax roll, or a holder of a subsequently recorded deed to the property, and shall include any part owner, joint owner, tenant, tenant in common, or joint tenant, of the whole or part of such a building or land.

g. "Reside" means to occupy for any period of time pursuant to a legal right obtained as of a certain date.

h. "Responsible Party" shall mean the property owner and/or the owner's authorized agent.

i. "School" shall mean any public or private school with one or more grades kindergarten through 12.

j. "Sex Offender" means any person for whom registration is required pursuant to Section 290 of the California Penal Code.

k. "State-Licensed Residential Care Facility" means a facility in which six or fewer individuals with a disability or children reside that provides onsite care, treatment or other services to its residents and that is required to be and is licensed by the State of California. State- licensed residential care facilities include without limitation the following, provided the

number of residents does not exceed six: intermediate care facilities for the developmentally disabled (Health & Safety Code § 1267.8(c)); congregate living health facilities (Health & Safety Code §§ 1267.8(c), 1267.16(a)); residential community care facilities, including foster family homes, small family homes, social rehabilitation facilities, community treatment facilities, and transitional shelter care facilities (Health & Safety Code §§ 1502, 1566.3); residential care facilities for persons with chronic life-threatening illnesses (Health & Safety Code § 1568.0831); residential care facilities for the elderly (Health & Safety Code § 1569.85); pediatric day health and respite care facilities (Health & Safety Code § 1761.4).

SECTION 90-312. Sex Offender Residency Restrictions.

a. As provided for in Penal Code Section 3003.5(b), as it may be amended from time to time, a sex offender shall not reside within two thousand (2,000) feet of any school or park .

b. A sex offender shall not reside in a dwelling, hotel or motel within two thousand (2,000) feet of the closest property line of a lot containing a child care center, the James Simpson Memorial Center, the Hemet Public Library, the Hemet Police Activities League (P.A.L.) Club, or the Fingerprints Youth Museum. A lot shall be considered to be within two thousand (2,000) feet of a child care center if its property line closest to a child care center falls within two thousand (2,000) linear feet of the property line of the child care center. In the case of a hotel or motel, the two thousand (2,000) feet shall be measured using the closest property line of the hotel or motel, and not the room in which the sex offender resides. In the case of a mobile home park, the two thousand (2,000) feet shall be measured using the property line of the mobile home park nearest to the space or unit in which the sex offender resides.

c. A sex offender shall not reside in a dwelling already occupied by another sex offender, unless those sex offenders are legally related by blood, marriage or adoption.

d. A sex offender shall not reside in a dwelling located within a mobile home park if any other dwelling located within the same mobile home park is already occupied by a sex offender.

e. A sex offender shall not reside in a guest room of a hotel or motel if that guest room is already occupied by a sex offender, unless those sex offenders are legally related by blood, marriage or adoption.

f. A sex offender shall not reside in a guest room of a hotel or motel if another guest room in the hotel or motel is already occupied by a sex offender.

Section 90-313. Responsible Party Rental Restrictions.

a. A responsible party shall not knowingly rent a dwelling to, or allow occupancy of a dwelling by, more than one (1) sex offender at the same time, unless those persons are legally related by blood, marriage or adoption.

b. A responsible party shall not knowingly rent a guest room in a hotel or motel to, or allow occupancy of a guest room in a hotel or motel by, more than one (1) sex offender at the same time, unless those persons are legally related by blood, marriage, or adoption.

c. A responsible party shall not knowingly rent more than one (1) guest room in a hotel or motel to, or allow occupancy of more than one (1) guest room in a hotel or motel by, sex offenders at the same time.

d. A responsible party shall knowingly rent more than one (1) mobile home in a mobile home park to, or allow occupancy of more than one (1) mobile home in a mobile home park by, sex offenders at the same time.

SECTION 90-314. Exception.

Notwithstanding Sections 90-312 and 90-313, and as required by Penal Code Section 3003.5(a), a sex offender on parole may, during the period of parole, reside in a state-licensed residential care facility with six or fewer residents even if the facility is already occupied by a sex offender.

SECTION 90-315. Offenses Constituting Nuisances.

Any dwelling, hotel, motel, or mobile home park operated or maintained in a manner inconsistent with the occupancy requirements of this Division or the restrictions of Penal Code section 3003.5 is declared to be unlawful and is defined as and declared to be public nuisances per se that are injurious to the public health, safety, and welfare.

SECTION 90-316. Nuisances; Recovery of Abatement Expenses.

In any action or proceeding to enforce the provisions of this Division, the prevailing party will be entitled to recovery of all costs, attorney's fees and expenses, to the extent provided for in Section 1-8 of this code.

SECTION 90-317. Penalties.

Every person who violates any provision of this Division shall be guilty of a misdemeanor and shall be subject to the penalties as set forth in Section 1-8. Each day that such violation exists shall be deemed a new and separate offense.

SECTION 90-318. Criminal Penalties Do Not Satisfy Administrative Or Civil Actions.

Neither the arrest, prosecution, conviction, imprisonment, or payment of any fine for the violation of this Division shall satisfy or diminish the authority of the City to institute administrative or civil actions seeking enforcement of any or all of the provisions of this Division.

SECTION 90-319. Application of This Division.

Notwithstanding anything to the contrary contained herein, this Division shall only apply to:

a. Sex offenders who were released from custody for any criminal offense on or after the effective date of this Division.

b. Responsible parties who rent to, or allow occupancy by, sex offenders subject to this Division on or after the effective date of this Division.

c. Nothing in this Division is intended to limit the obligations of a sex offender to comply with the requirements of state law, including but not limited to Penal Code Section 3003.5.

AGENDA # 12

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Kristen Jensen, Deputy Public Works Director
Brian Nakamura, City Manager

DATE: February 28, 2012

RE: Recommendation to Approve Change Order No. 1 in the amount of $14,560 to Well 13 Rehabilitation Project No. 5570

RECOMMENDED ACTION:
It is respectfully recommended that the City Council approve Change Order No. 1 (attached) to Well 13 Rehabilitation Project # 5570 in the amount of $14,560 to cover the cost of performing additional sonar jetting work required to complete the well repair.

BACKGROUND:
Well No. 13, located at 1001 N. Buena Vista St., is a frontline well producing 950 gallons of water per minute (gpm). In November, 2011, production operators noticed that the well was not producing water at the rate that it had previously. Inspection of the well was conducted, revealing that a split in the column piping was the cause of the loss of water production. Through a formal bid process, staff solicited bids and awarded a public works contract to L.O. Lynch to perform the repair/rehabilitation work on the site. Work on the well site began in earlier this month.

PROJECT DESCRIPTION:
The initial repair project included sonar jetting, brushing and bailing, installation of a new seamless oil tube, pump, shaft, and 320 feet of column piping. Work covered by the change order will include additional sonar jetting, brushing and bailing.

ANALYSIS:
The City Manager, at the recommendation of staff, approved award of Well Rehabilitation Project No. 5570 to contractor, LO Lynch, and repair of the well began in early February. The contractor has performed the initial sonar jetting, brushing and bailing, and the required videoing of the well and casing to inspect the results of the jetting. Usually, a single performance of the sonar jetting, brushing, and bailing would result in the removal of iron bacteria build up associated with the well being taken off line. Due to the excessive build up of iron bacteria at this particular well, additional sonar jetting, brushing and bailing is necessary to properly clean the well louvers and casing, and ultimately complete the repair, and restore water production.

Because water produced from Well 13 tends to be at a higher temperature than other sites, it is used as a front line well primarily during the winter months. With water production demand at its highest in warmer months, completing this well repair in a timely manner is imperative to rest other well sites that will be needed in summer months. Those sites have all been running at full capacity while Well 13 has been offline for repairs.

Due to the urgent need to restore water production at this site, and in order to avoid potential additional contractor costs related to demobilizing and remobilizing while waiting approval, staff authorized the contractor to move forward with performing a second round of sonar jetting. The decision to authorize this additional work was reviewed and discussed with the City Manager. Per the City of Hemet Purchasing Ordinance, this change order is being brought before City Council for approval as it exceeds the 10% project value threshold that the City Manager is able to approve administratively. Original project costs were established at $55,187.00. The requested change order amount is $14,560.00, bringing the total project cost to $69,747.00.

FISCAL IMPACT:
No general fund impact. Funding is available in approved FY11/12 Operating Budget in Water Fund No. 571–9000–2450.

Respectfully submitted,

Ron Proze
Water/Wastewater Superintendent

Fiscal Review,

Rita Conrad
Finance Director

Well 13 Rehabilitation

City Project No. 5570

CONTRACT CHANGE ORDER NO. 1

Contractor: **L.O. Lynch Quality Wells & Pumps, Inc.** Date: **February 16,2012**

Contractor is hereby directed to make the following changes from the plans and specifications:

Item	Description	Change	
		Amount	Days
1	Additional costs are to sonar jet to remove iron bacteria build up in the well casing, brush the well casing and bail out debris.	$14,560.00	0
TOTAL		$14,560.00	**0**

Change Order Summary

Contract	Previous	Change	Revised
Amount	$55,187.00	$14,560.00	$69,747.00
Completion Date	60 days from NTP	0 days	60 days from NTP

This change order will be effective only after the Contractor and the City have signed below.

Contractor has given careful consideration to the changes described above and hereby agrees to provide all equipment, furnish all materials, perform all services necessary for the work and accept as full payment therefor the prices shown above.

Agreed By (sign and print):

	2/16/12		2-16-12
CONTRACTOR	Date	CITY OF HEMET	Date

AGENDA # 13

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Jorge Biagioni, Director of Engineering/City Engineer
Brian Nakamura, City Manager

DATE: February 28, 2012

RE: Approve and Authorize the City Manager to Execute a Consultant Service Agreement with Blaine A. Womer Civil Engineering for the Safe Routes to School Project CIP 5548 Intersection Improvements at Menlo Avenue and Cawston Avenue

RECOMMENDED ACTION:

That the City Council approves a consultant service agreement with Blaine A. Womer Civil Engineering in the amount of $58,650 and establish budget in Fund 329-5548-2710.

Authorize the City Manager to execute a consultant service agreement with Blaine A. Womer Civil Engineering to perform environmental services, geotechnical and civil engineering for the Safe Routes to School Project CIP 5548.

BACKGROUND:

The City received a Safe Routes to School (SR2S) grant award in the amount of $707,850.00 to fund 90% of the intersection improvements at Menlo Ave. and Cawston Ave with a new signalized intersection, crosswalk on Menlo Ave. into Cawston Elementary School and sidewalk at the south east corner of Fruitvale Ave. and Cawston Ave. The reimbursement covers the design and construction phases and public outreach and education. The City is partnering with the County of Riverside Public Health Injury Prevention Services to deliver a public outreach component to the project, bringing together the improvements with education on Safe Routes to School.

Five local consultants were selected to receive the RFP for the civil engineer and three returned a proposal. Proposals were received from the following consultants;

Blaine A Womer Civil Engineering of Hemet, CA	$ 58,650
Cozad & Fox, Inc. of Hemet, CA	$ 60,269
Engineering Resources of Southern California of Hemet, CA	$ 81,940
James Undand & Associates of Hemet, CA	No Response
GW Engineering of Hemet, CA	No Response

PROJECT DESCRIPTION:

By approving the Consultant Service Agreement and authorizing the City Manager to execute the document allows Public Works to begin environmental reviews, traffic engineering, geotechnical engineering and civil engineering on the project. Staff will manage the project and coordinate the necessary submittals to Caltrans for reviews, and with multiple agencies for approvals.

PUBLIC OUTREACH AND REVIEW:

Public Works is planning a public outreach meeting with representatives of Hemet Unified School District (HUSD) to discuss the project and provide the educational component of the project. The educational component will be performed by the County of Riverside Health Injury Prevention Services and include programs such as a "Walk to School Day" or "Frequent Walker Program" and provide educational literature on the benefits of walking or riding a bicycle to school.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The project is consistent with the City's Master Agreement with Caltrans and its' Supplemental Agreements for grant consideration. In addition, the project itself is consistent with the City's goals of relieving congestion by increasing the number of children walking or riding a bicycle to school in lieu of being dropped off by a vehicle.

FISCAL IMPACT:

No General Fund Impact. There exists adequate funds in the Street and Bridges Fund to cover this project. The City will be reimbursed at a rate of 90%, up to $707,850, from Caltrans for this project.

Respectfully submitted,

Victor Monz
Principal Engineer

Fiscal Review,

Rita Conrad
Finance Director

Attachment(s): Consultant Service Agreement

COPY

CONSULTANT SERVICES AGREEMENT

CEQA, Right of Way and Civil Engineering

By and Between

THE CITY OF HEMET,
a municipal corporation

and

Blaine A. Womer

Civil Engineering

41555 E. Florida Avenue, Suite G

Hemet, CA 92544

AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF HEMET, CALIFORNIA
AND
Blaine A. Womer Civil Engineering, Inc.

This Agreement for Consultant Services ("Agreement") is entered into as of this 28th day of February, 2012 by and between the City of HEMET, a municipal corporation ("City") and Blaine A. Womer Civil Engineering, Inc., a Civil Engineering ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by request for proposals the performance of land surveying services defined and described particularly in Section 2 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Consultant was selected by the City on the basis of Consultant's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

D. Pursuant to the City of Hemet's Municipal Code, City has authority to enter into this Consultant Services Agreement and the City Manager has authority to execute this Agreement.

E. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the scope of services set forth in Exhibit "A" "Scope of Services" shall be completed pursuant to the schedule specified in Exhibit "A." Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement pursuant to Section 21 of this Agreement. The City, in its sole discretion, may choose not to enforce the

Default provisions of this Agreement and may instead allow Consultant to continue performing the scope of services until such services are complete.

SECTION 2. SCOPE OF SERVICES.

Consultant agrees to perform the services set forth in Exhibit "A" "Scope of Services," which is incorporated herein by this reference, in accordance with the terms and conditions of this Agreement.

SECTION 3. ADDITIONAL SERVICES.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A" "Scope of Services," unless such additional services are authorized in advance and in writing by the City Council or City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "B" "Compensation," which is incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed fifty-eight thousand six hundred fifty dollars ($58,650.00), unless additional compensation is approved in writing by the City Council or City Manager.

(b) Each month Consultant shall furnish to City an **original** invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, sections 16 and 17, pertaining to indemnification and insurance, respectively.

SECTION 5. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warrants related to Standard of Performance and found in Section 9 of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 6. CONSULTANT'S BOOKS AND RECORDS.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the City and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 7. STATUS OF CONSULTANT.

(a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Consultant , nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 8. STANDARD OF PERFORMANCE.

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. In addition to the general standards of performance set forth this Section 9, additional specific standards of performance and performance criteria are set forth in the Scope of Work that shall also be applicable to Consultants work under this Contract. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warranties related to Standard of Performance shall not extend to such use of the maps, models, designs,

drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 9. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 10.

In accordance with provisions of Sections 1770□1780, inclusive of the Labor Code, the City has ascertained the general prevailing rate wages is applicable to this project. Contact the California Department of Industrial Relations at (www.dir.ca.gov/DLSR/statistics_research.html) to obtain the latest prevailing wage for this area.

SECTION 11. NONDISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 12. UNAUTHORIZED ALIENS.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 13. CONFLICTS OF INTEREST.

(a) Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other

governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the scope of work under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

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

SECTION 15. INDEMNIFICATION.

(a) Indemnification by Design Professional. As provided under Civil Code Section 2782.8, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims. actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and consultants, and Consultant, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.

(b) Indemnification from Sub-Consultants. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant / contract or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(c) City's Sole Negligence. The provisions of this Section 16 do not apply to Claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 16. INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance," which is incorporated herein by this reference. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Consultant agrees to provide City with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

SECTION 20. DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 21. EXCUSABLE DELAYS.

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes,

and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit "A" "Scope of Services," shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 23. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	City of Hemet Attn: City Manager 445 E. Florida Avenue Hemet, CA 92543
To Consultant:	Blaine A. Womer Civil Engineering, Inc. 41555 E. Florida Avenue, Suite G Hemet, CA 92544 Attn: Blaine Womer

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

SECTION 25. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative, following approval of this Agreement by the City Council. The City Manager shall have the authority to issue interpretations and to make minor amendments to this Agreement on behalf of the City so long as such actions do not materially change the Agreement or make a commitment of additional funds of the City. All other changes, modifications, and amendments shall require the prior approval of the City Council.

SECTION 26. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 27. MODIFICATION OF AGREEMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 28. WAIVER.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 29. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 30. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 31. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of

this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

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

CITY OF HEMET

By:_____
Brian Nakamura, City Manager

ATTEST:

_____
Sarah McComas
City Clerk

APPROVED AS TO FORM

By:_____
Eric S. Vail
City Attorney

By: _____
_____
Its: _____

By: _____
_____
Its: _____

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, ____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, ____ before me, _____, personally appeared _____,

☐ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

WITNESS my hand and official seal.

_____
(SIGNATURE OF NOTARY)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

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SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

1. Blaine A. Womer Civil Engineering (BAWCE) will schedule a kick-off meeting with City of Hemet staff and principal consultants. Prepare an agenda for the meeting, take notes and provide meeting minutes to those in attendance.

2. Upon reviewing all relevant input from City staff and sub-consultants, BAWCE will prepare a master project schedule including all milestones for the required design stage submissions as specified in the RFP.

3. BAWCE and Thomas J. Wheat Engineering (TJWE), as a sub-consultant to BAWCE, have budgeted for a total of six Project Development Team meetings, including one public outreach meeting. Principals from each firm will be in attendance. BAWCE will be responsible for preparing meeting agendas, taking notes and providing meeting minutes for those in attendance.

4. BAWCE will conduct records research with respect to existing utility facilities. BAWCE will be responsible for coordination with affected utility purveyors and the cost for acquisition of utility information. Utility conflicts discovered during design will be noted and BAWCE will coordinate with the affected utility and provide the City with information relative to prior rights issues and costs for relocation, if applicable. BAWCE will endeavor to determine potential conflicts early in the design process to allow for consideration of design alternatives to avoid the conflict and minimize project delays.

5. BAWCE will perform the following survey services:

   Perform records research to obtain available monumentation, horizontal control and benchmark information relative to the proposed project alignment.

   Perform a horizontal control survey to establish alignment of Cawston Avenue, Menlo Avenue and Fruitvale Avenue.

   Perform a topographic cross section survey of the entire project alignment. The survey will include all physical features within the right-of-way and 30 feet onto private property on each side. The survey will also include topographic information to within 50 feet on side streets and a minimum of 100 feet beyond project limits as dictated by design requirements.

Prepare a digital topographic base map in AutoCAD format for use in design of the street, drainage and signal improvements. The base map will show all existing utilities resulting from the inquiry of the utility companies.

Prepare digital topographic cross sections of the surveyed alignment at 25 foot intervals in AutoCAD format.

Prepare digital private driveway profiles extending 30 feet onto private property in AutoCAD format.

6. BAWCE will perform rational method hydrologic calculations to determine peak flows tributary to the project site for both the 10-year and 100-year recurrence intervals. The calculations will be compiled in report format for inclusion in the Project Study Report (PSR).

7. Based on the results of the aforementioned hydrologic study, BAWCE will perform hydraulic calculations including street carrying capacity and drainage structure analysis in an effort to mitigate the impact of flooding in the intersection. Drainage improvement recommendations and the results of the hydraulic analysis will be compiled in report format for inclusion in the PSR.

8. Sladden Engineering, as a sub-consultant to BAWCE, will perform the following Geotechnical Engineering Services:

   The field investigation will include the excavation of 2 or 3 exploratory bores in the area of the proposed improvements. The exploratory bores will be excavated with a truck mounted drill rig and hollow-stem augers or hand auger equipment. Disturbed and relatively undisturbed samples will be obtained within the bores for laboratory testing.

   Laboratory testing will be performed on soil samples to determine soil characteristics and pertinent engineering properties that should be considered in an engineering evaluation. Testing will include soil classification determination, in-situ density and moisture content determination, maximum density/optimum moisture determination, shear strength determination, R-Value testing and corrosion series testing.

9. BAWCE will complete the environmental checklist required to secure a negative declaration of environmental impact. BAWCE has prepared hundreds of environmental questionnaire/checklists related to development proposals and infrastructure improvements, in Riverside County and various cities throughout the state. In addition, BAWCE has worked with environmental services firms in the preparation of Initial Studies and Environmental Impact Reports (EIR) associated with large development projects and/or projects with substantial environmental impact. In addition, BAWCE will

provide services to receive approval from the Regional Water Quality Board, US Fish and Game and the US Army Corps of Engineers to construct the improvements.

10. BAWCE will prepare and provide the City with legal descriptions and plats for the required right-of-way. In addition, BAWCE will subcontract with an appraisal firm to value the required right-of-way for the City's use in negotiations with property owners. BAWCE has extensive experience in preparing right-of-way documents in Riverside County and various cities. Right-of-way services will be provided in accordance with the California Uniform Act, Caltrans LAPM, state and local law requirements for the implementation and construction of the City's state funded SR2S project.

11. Based on the preliminary drawing provided in the RFP, it appears that the project will disturb less than one acre, including the contractor's staging area. Consequently, coverage under Construction General Permit Order No. 2009-0009-DWQ will not be required. However, should it be determined through the design process or an increase in scope that the project will disturb greater than one acre, we will prepare a Storm Water Pollution Prevention Plan (SWPPP) and file a Notice of Intent (NOI) incompliance with the order. As required by the order, Blaine A. Womer, P.E. is a Qualified SWPPP Developer (QSD)/Qualified SWPPP Practitioner (QSP), Certification No. 21096.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

1. Prepare a Project Study Report (PSR) incorporating data and recommendations from the hydrologic and hydraulic studies, traffic letter and Geotechnical analysis. The Project Study Report will be submitted to the City for review and, once approved; recommendations from the report will be incorporated into the design drawings.

2. A formal geotechnical engineering report will be prepared summarizing our findings for inclusion in the PSR. The report will include, descriptions of our field and laboratory procedures and results, discussions regarding our engineering evaluation methods and results, and recommendations. Recommendations will include; general site preparation criteria, pavement design sections, and soil corrosivity considerations.

4. TJWE will prepare a traffic letter discussing the proposed striping layout and the general scope of work from a transportation standpoint. This letter will be prepared for inclusion in the PSR.

5. BAWCE will prepare street improvement plans for the intersection of Cawston Avenue and Menlo Avenue and portions of North Cawston Avenue and Fruitvale Avenue, in accordance with the City's SR2S Program Application and the Conceptual Street Improvement Plan included in the RFP. It is anticipated that the plans will consist of a

title sheet with all City required information and 4-6 plan and profile sheets for street profiles and storm drain design, if applicable. Plans will be prepared taking into account the recommendations in the PSR and will be prepared in accordance with the City of Hemet Standard Plans for Public Works Construction.

6. BAWCE will prepare drainage improvement plans in association with the aforementioned street improvement plans. The exact scope of the drainage improvements will be undetermined until PSR recommendations are complete. For purposes of this proposal, based on familiarity with the area, it is anticipated that an economically feasible system designed to carry something less than 100-year peak flows will be specified to alleviate runoff from less severe storms and dry the intersection within a reasonable/acceptable time frame during larger events.

7. TJWE will prepare signal, signing and striping plans as follows:

   Traffic Signal Design Plan Design for Cawston Avenue and Menlo Avenue: prepare a traffic signal plan for the intersection of Cawston Avenue and Menlo Avenue that would show the traffic signal equipment and safety lighting needed at this intersection per City of Hemet standards. The traffic signal would be designed to include left turn phasing and pedestrian phasing at the intersection, as well as, the proper ADA ramp detector pads, pedestrian push buttons and countdown timer pedestrian heads to help insure a safer pedestrian crossing for the school-aged kids. The intersection would be lit meeting the Caltrans standards for intersection crossings.

8. Signing and Striping Plans: prepare signing and striping plans for Cawston Avenue, Menlo Avenue and Fruitvale Avenue.

9. Intersection of Cawston Ave./Menlo Ave.: TJWE would provide the needed signing and striping to accommodate the crosswalks and left turn pockets at the new signalized intersection in association with the new traffic signal equipment. The plans would show the transitional striping from the existing striping along each of the approaches to the new striping at the widened intersection. Existing signing and striping to remain, as well as conflicting signing and striping to be removed, would be clearly shown on the plans.

10. Intersection of Cawston Ave./Fruitvale Ave.: provide the needed signing and striping needed to accommodate the new sidewalk, ADA ramp and crosswalk located on the southeast corner of the intersection.

11. Menlo Avenue: provided the necessary signing and striping to include a new crosswalk on the east approach of the intersection of Geneva Street. Since this crosswalk is at an uncontrolled intersection, TJWE would make sure to include the proper advanced warning signs and pavement markings to help make sure the crossing is visible to oncoming motorists

12. BAWCE and TJWE will prepare Special Provisions based on findings during the design process for inclusion in the Project Specification package. The City of Hemet will provide "boiler plate" specification to complete the Project Specifications.

III. During performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

1. BAWCE and TJWE will submit the plans and supporting calculations to the City, DSA, utility companies and other affected agencies for review. Target submittals are 50%, 75%, 90% and 100% complete stages. BAWCE and TJWE will revise the plans, as required, through the review process.

2. BAWCE and TJWE will prepare quantity and cost estimates for the work proposed in the improvement plans. Quantity and Cost estimates will be initially provided at the 75% complete stage and will be continually revised until approval of the improvement plans. Once approved, BAWCE will prepare a bid sheet to accompany the Plans, Specifications and Estimate (PS&E) package.

3. Prepare a Project Study Report incorporating data and recommendations from the hydrologic and hydraulic studies, traffic letter and Geotechnical analysis. The Project Study Report will be submitted to the City for review and, once approved; recommendations from the report will be incorporated into the design drawings.

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

PRELIMINARY PROJECT DESIGN SCHEDULE

Task	Preliminary Timeframe
1. Kick off meeting* Order Preliminary Title Report for R/W Acquisition	March 5, 2012
2. Topographic survey	March 6 - March 9, 2012
3. Environmental Consultant Review/Report	March 6 – March 23, 2012
4. Utility research/Prepare base map	March 5 – March 23, 2012
5. Hydrology/Hydraulic Study	March 12 – March 21, 2012

6. Geotechnical Study	March 5 – March 26, 2012
7. Traffic review letter	March 26, 2012
8. 50% completed drawing design (street. drainage, signal and striping)	March 23 – April 6, 2012
9. Submit PSR, 50% complete plans and Environmental Assessment/Jurisdiction Report	April 13, 2012
10. City, agencies and utility company review	April 13 – May 4, 2012
11. Revise PSR, complete plans to 75% and prepare Right- of-way descriptions and plats	May 4 – May 18, 2012
12. Submit 100% complete PSR and 75% complete plans, special provisions, bid schedule	May 21, 2012
13. City, agencies and utility company review	May 21 – June 8, 2012
14. Revise plans, special provisions and bid schedule	June 8 – June 22, 2012
15. Submit 90% complete plans, special provisions and bid schedule	June 25, 2012
16. City, agencies and utility company review	June 25 – July 6, 2012
17. Revise plans, special provisions and bid schedule	July 6 – July 13, 2012
18. Submit 100% complete plans, special provisions and bid schedule	July 18, 2012

*Assume notice to proceed received February 29, 2012

V. Consultant will utilize the following personnel to accomplish the Services:

A. Blain A. Womer, PE

B. Scott Brimhall, PLS

C. Thomas Wheat, PE

D. Brett Anderson, PE

VI. Consultant will utilize the following subcontractors to accomplish the Services:

A. TJW Engineering, Inc. for traffic engineering

B. Sladden Engineering for geotechnical engineering

VII. AMENDMENT

The Scope of Services, including services, work products, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above.

EXHIBIT "B"
COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

A. Principal $180.00/hr

B. Project Engineer $140.00/hr

C. Assistant Engineer $110.00/hr

D. Field Surveyor $180.00/hr 2 man crew

E. Clerical $50.00/hr

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed $NA per hour without written authorization from the City Manager or his designee.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all supplies properly charged to the Services.

C. Line items for all travel properly charged to the Services.

D. Line items for all equipment properly charged to the Services.

E. Line items for all materials properly charged to the Services.

F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $58,650.00, as provided in Section 4 of this Agreement.

EXHIBIT "C"
INSURANCE

A. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the City Manager or City Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Consultant shall maintain professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 3-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Consultant shall maintain limits of professional liability insurance no less than $1,000,000 per occurrence.

B. Other Provisions. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to City.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

AGENDA # 14

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Jorge Biagioni, Director of Engineering/City Engineer;
Brian Nakamura, City Manager

DATE: February 28, 2012

RE: Notice of Completion – State Street and Devonshire Avenue Traffic Signal
City Project No. 5521

RECOMMENDED ACTION:

That the City Council accepts this project and instruct the City Clerk's Office to file a Notice of Completion with the County Recorder's Office. The 10% retention and Labor and Materials Bond will be released after the Notice of Completion is filed and received by the County Recorder's Office. The Performance Bond will be maintained for and released after a period of one year.

BACKGROUND:

On August 9, 2011 EBS General Engineering, Inc. was awarded a contract to construct a new traffic signal and street improvements at the intersection of State Street and Devonshire. All work has been completed in accordance with the contract documents.

PROJECT DESCRIPTION:

By approving the Notice of Completion the City Council will formally accept the project and allow staff to close out the job and approve release of the retention.

FISCAL IMPACT:

No General Fund Impact.

Respectfully submitted,

Victor Monz
Principal Engineer

Fiscal Review:

Rita Conrad
Finance Director

Attachment(s): Notice of Completion

To be recorded with County Recorder
within Ten (10) days after completion.
No Recording fee.

When recorded, return to:
City of Hemet, City Clerk
445 E. Florida Avenue
Hemet, CA 92543

(For Recorder's Use)

Notice of Completion

(Civil Code § 3093 - Public Works)

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work improvement has been completed, as follows:

Project title or description of work:	**State Street and Devonshire Avenue Traffic Signal** City Project No. 5521
Date of Completion:	February 28, 2012
Nature of owner:	City of Hemet, Municipality
Interest or estate of owner:	Owner under contract.
Address of owner:	445 E. Florida Avenue
Name of Contractor:	EBS General Engineering, Inc. 1320 E. Sixth Street, Suite 100 Corona, CA 92879
Address/Legal Site Description:	State Street and Devonshire Avenue in the City of Hemet

Dated: February 28, 2012

Owner: City of Hemet

Robert Youssef, Mayor

State of California) ss.
County of Riverside)

I am the City Clerk of the governing board of the City of Hemet, the public entity which executed the forgoing notice and on whose behalf I make this verification; I have read said notice, know its contents and the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Hemet, California on February 28, 2012

_____
Sarah McComas, City Clerk

AGENDA # 15

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Jorge Biagioni, Director of Engineering/City Engineer;
Brian Nakamura, City Manager

DATE: February 28, 2012

RE: Award of Bid for the South Juanita Water Line Replacement, City Project 5555

RECOMMENDED ACTION:

That the City Council award the contract to the second lowest, responsive bidder, MCC Equipment , Inc. for the South Juanita Waterline Replacement Project CIP 5555 in the amount of $263,658, and reject all other bids;

Authorize the City Manager to enter into a construction contract for the improvements;

Establish budget in the amount of $263,658 in CDBG Fund No. 240-3975-5500 for the cost of construction and $35,837 in CDBG Fund No. 240-3975-2710 for geotechnical testing and surveying. $11,153 is available in the Water Fund 571-5555-5400 for staff administrative time and inspection services. Total cost of the project, including city staff time, is estimated to be $310,658.

BACKGROUND:

The City of Hemet awarded $299,505 of CDBG Funds to pay for this capital improvement in its' CDBG 11/12 Funding Program and Water Fund No. 571-5555-5400 will cover the remaining $11,153.
Staff recommends the second lowest bid due to the low bid withdrawing their bid citing a mathematical error in preparing their bid. (See attached letter from Pro-Craft Construction)

PROJECT DESCRIPTION:

The project will replace 1,325 feet of existing 4 inch diameter water main line on South Juanita Street from Kimball Avenue to Mayberry Avenue, by installing a new 8 inch diameter pipeline and abandoning the existing 4 inch diameter asbestos cement water main. 26 new residential water services will be installed, as well as six new fire hydrants for fire protection, as shown on the attached Exhibit "A".

ANALYSIS:

On January 26th, 2012 the Purchasing offices received 14, responsive, sealed bids, with the three lowest shown below; (See attached Exhibit B Bid Results).

MCC Equipment Rental of Yucaipa, CA	$ 263,658
El-Co Contractors of San Bernardino, CA	$ 271,879
Merlin Johnson Construction of Riverside, CA	$ 272,377

COORDINATION & REVIEW:

The project was circulated for Public Bidding purposes by publishing an advertisement in the Press Enterprise and the following contractor plan rooms McGraw Hill, Reed Construction Data, iSqFt Planroom, Association of General Contractors and Bid America.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The South Juanita Water Line Replacement project is consistent with the CDBG 2011-2012 Program Year. The project is categorically exempt from CEQA under section 15301 (b) existing facilities

FISCAL IMPACT:

No General Fund Impact. The construction of the project, inspection, geotechnical engineering, surveying and project administration will be funded by FY 11-12 CDBG Funding in the amount of $299,505 and $11,153 from the Water Fund for a total estimated cost of $310,658.

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Respectfully submitted,

Victor Monz
Principal Engineer

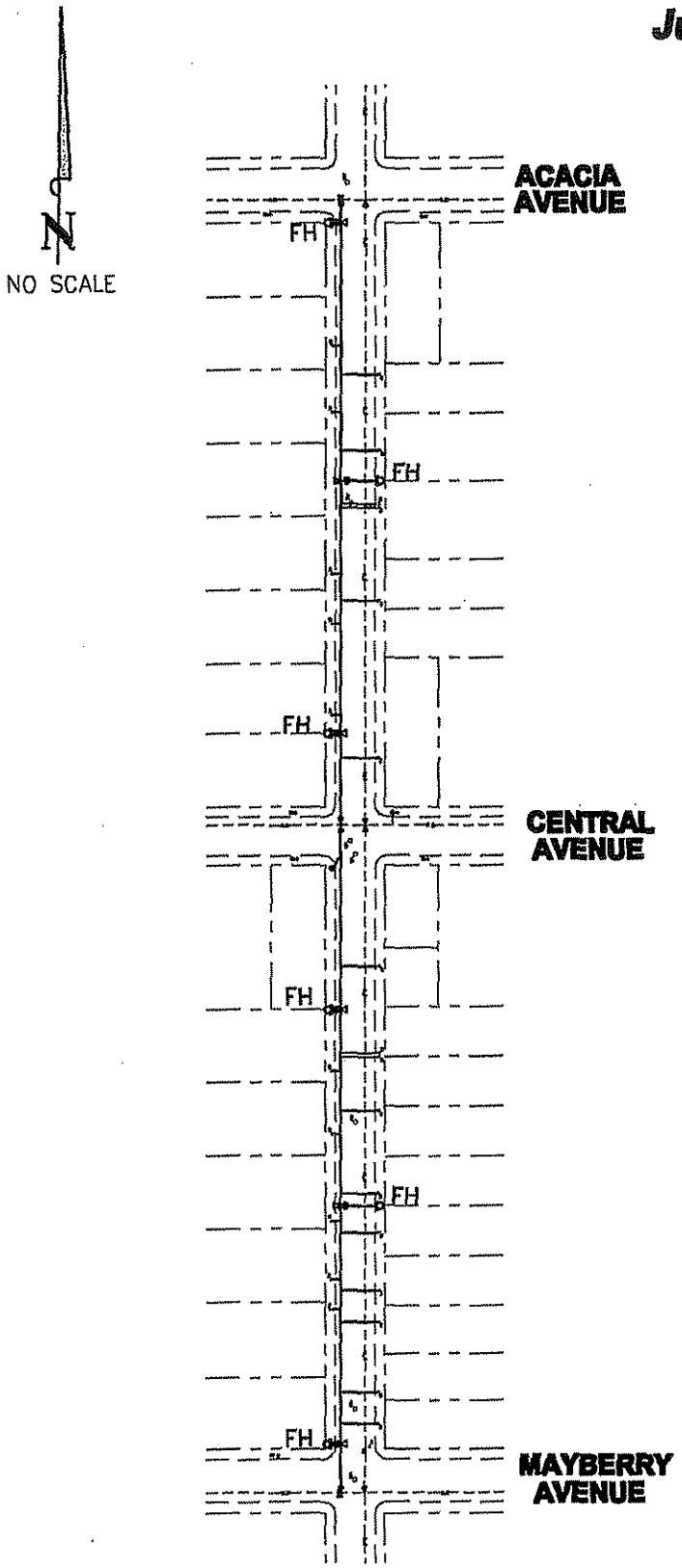
Fiscal Review:

Lorena Rocha for Rita Conrad

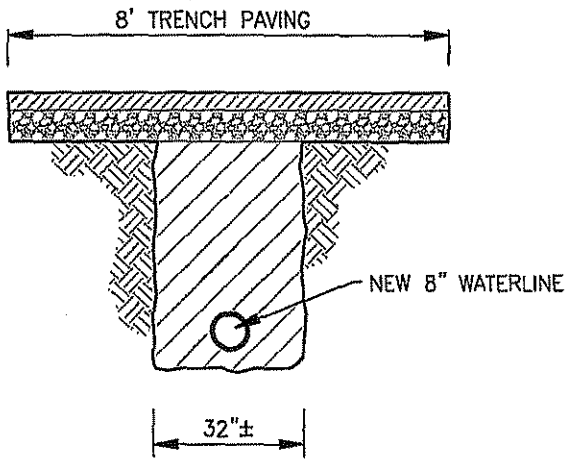
Rita Conrad
Finance Director

Attachment(s): Exhibit "A" Plan View

Exhibit 'A'
Juanita Street - Water Replacement



NEW 1,325 L.F. 8" WATER LINE
26 NEW WATER SERVICES AND METERS
6 NEW FIRE HYDRANTS (FH)



Water Replacement Detail
NO SCALE

City of Hemet
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
510 E. FLORIDA AVENUE
HEMET, CA 92543
(951) 765-2360

City of Hemet Public Works Department
510 E. Florida Avenue, Hemet, CA 92543
Project Name: Juanita Street Waterline Replacement - CIP #5555

EXHIBIT "B"

			Pro-Craft Const. ,Inc.		MCCEquipment Rentals		El-Co Contractors, Inc.		Merlin Johnson Const.	
Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1. Mobilization	L.S.	1	$ 12,000.00	$ 12,000.00	$ 17,000.00	$ 17,000.00	$ 12,000.00	$ 12,000.00	$ 11,440.00	$ 11,440.00
2. Disconnect, abandoned, fill	L.S.	1	$ 3,000.00	$ 3,000.00	$ 4,800.00	$ 4,800.00	$ 6,500.00	$ 6,500.00	$ 3,700.00	$ 3,700.00
3. 8" PVC C-900	L.F.	1,325	$ 75.00	$ 99,375.00	$ 44.00	$ 58,300.00	$ 56.00	$ 74,200.00	$ 48.00	$ 63,600.00
4. Trench backfill & repave	S.F.	16,000	$ 3.00	$ 48,000.00	$ 6.00	$ 96,000.00	$ 6.25	$ 100,000.00	$ 6.00	$ 96,000.00
5. Replace 1" water service	EA.	26	$ 950.00	$ 24,700.00	$ 1,000.00	$ 26,000.00	$ 1,200.00	$ 31,200.00	$ 1,370.00	$ 35,620.00
6. Fire Hydrant	EA.	6	$ 4,000.00	$ 24,000.00	$ 5,100.00	$ 30,600.00	$ 3,800.00	$ 22,800.00	$ 6,091.00	$ 36,546.00
7. Fire hydrant spotter	EA.	6	$ 10.00	$ 60.00	$ 70.00	$ 420.00	$ 20.00	$ 120.00	$ 23.00	$ 138.00
8. 8" Gate Valve	EA.	4	$ 1,300.00	$ 5,200.00	$ 1,500.00	$ 6,000.00	$ 1,300.00	$ 5,200.00	$ 1,236.00	$ 4,944.00
9. Air Vac Assembly	EA.	1	$ 1,850.00	$ 1,850.00	$ 2,700.00	$ 2,700.00	$ 2,700.00	$ 2,700.00	$ 2,938.00	$ 2,938.00
10. 8"x8" Tee	EA.	1	$ 500.00	$ 500.00	$ 4,800.00	$ 4,800.00	$ 470.00	$ 470.00	$ 650.00	$ 650.00
11. Thrust Block	EA.	10	$ 50.00	$ 500.00	$ 105.00	$ 1,050.00	$ 120.00	$ 1,200.00	$ 75.00	$ 750.00
12. 8"x6" Cross	EA.	1	$ 1,500.00	$ 1,500.00	$ 4,100.00	$ 4,100.00	$ 601.00	$ 601.00	$ 830.00	$ 830.00
13. Cap exist. w/Blind Flange	EA.	4	$ 450.00	$ 1,800.00	$ 340.00	$ 1,360.00	$ 732.00	$ 2,928.00	$ 50.00	$ 200.00
14. Replace Meter Box	EA.	26	$ 200.00	$ 5,200.00	$ 240.00	$ 6,240.00	$ 110.00	$ 2,860.00	$ 86.00	$ 2,236.00
15. Adjust SMH to grade	EA.	1	$ 350.00	$ 350.00	$ 575.00	$ 575.00	$ 850.00	$ 850.00	$ 500.00	$ 500.00
16. Traffic Control Plan	L.S.	1	$ 2,000.00	$ 2,000.00	$ 1,964.00	$ 1,964.00	$ 7,500.00	$ 7,500.00	$ 11,285.00	$ 11,285.00
17. S.W.P.P.P.	L.S.	1	$ 3,500.00	$ 3,500.00	$ 1,749.00	$ 1,749.00	$ 750.00	$ 750.00	$ 1,000.00	$ 1,000.00
TOTAL BID AMOUNT				**$ 233,535.00**		**$ 263,658.00**		**$ 271,879.00**		**$ 272,377.00**

City of Hemet Public Works Department

510 E. Florida Avenue, Hemet, CA 92543

Project Name: Juanita Street Waterline Replacement - CIP #5555

			Gwinco Incorporated		Genesis Construction		CP Construction		EAR Engineering	
Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1. Mobilization	L.S.	1	$ 20,000.00	$ 20,000.00	$ 30,912.00	$ 30,912.00	$ 3,000.00	$ 3,000.00	$ 30,500.00	$ 30,500.00
2. Disconnect, abandoned, fill	L.S.	1	$ 2,500.00	$ 2,500.00	$ 4,000.00	$ 4,000.00	$ 8,500.00	$ 8,500.00	$ 4,500.00	$ 4,500.00
3. 8" PVC C-900	L.F.	1,325	$ 100.00	$ 132,500.00	$ 125.00	$ 165,625.00	$ 59.00	$ 78,175.00	$ 75.00	$ 99,375.00
4. Trench backfill & repave	S.F.	16,000	$ 3.00	$ 48,000.00	$ 0.50	$ 8,000.00	$ 6.00	$ 96,000.00	$ 4.50	$ 72,000.00
5. Replace 1" water service	EA.	26	$ 1,000.00	$ 26,000.00	$ 1,000.00	$ 26,000.00	$ 1,350.00	$ 35,100.00	$ 825.00	$ 21,450.00
6. Fire Hydrant	EA.	6	$ 4,200.00	$ 25,200.00	$ 5,000.00	$ 30,000.00	$ 4,950.00	$ 29,700.00	$ 6,000.00	$ 36,000.00
7. Fire hydrant spotter	EA.	6	$ 30.00	$ 180.00	$ 10.00	$ 60.00	$ 85.00	$ 510.00	$ 50.00	$ 300.00
8. 8" Gate Valve	EA.	4	$ 2,000.00	$ 8,000.00	$ 2,000.00	$ 8,000.00	$ 2,150.00	$ 8,600.00	$ 1,850.00	$ 7,400.00
9. Air Vac Assembly	EA.	1	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 2,500.00	$ 2,500.00
10. 8"x8" Tee	EA.	1	$ 800.00	$ 800.00	$ 3,500.00	$ 3,500.00	$ 495.00	$ 495.00	$ 1,100.00	$ 1,100.00
11. Thrust Block	EA.	10	$ 100.00	$ 1,000.00	$ 200.00	$ 2,000.00	$ 115.00	$ 1,150.00	$ 250.00	$ 2,500.00
12. 8"x6" Cross	EA.	1	$ 1,000.00	$ 1,000.00	$ 3,500.00	$ 3,500.00	$ 2,500.00	$ 2,500.00	$ 1,400.00	$ 1,400.00
13. Cap exist. w/Blind Flange	EA.	4	$ 500.00	$ 2,000.00	$ 500.00	$ 2,000.00	$ 1,500.00	$ 6,000.00	$ 500.00	$ 2,000.00
14. Replace Meter Box	EA.	26	$ 200.00	$ 5,200.00	$ 80.00	$ 2,080.00	$ 395.00	$ 10,270.00	$ 300.00	$ 7,800.00
15. Adjust SMH to grade	EA.	1	$ 250.00	$ 250.00	$ 350.00	$ 350.00	$ 600.00	$ 600.00	$ 550.00	$ 550.00
16. Traffic Control Plan	L.S.	1	$ 1,500.00	$ 1,500.00	$ 500.00	$ 500.00	$ 4,500.00	$ 4,500.00	$ 6,800.00	$ 6,800.00
17. S.W.P.P.P.	L.S.	1	$ 1,500.00	$ 1,500.00	$ 250.00	$ 250.00	$ 6,000.00	$ 6,000.00	$ 4,500.00	$ 4,500.00
				$ 278,130.00		**$ 289,777.00**		**$ 294,600.00**		**$ 300,675.00**

City of Hemet Public Works Department

510 E. Florida Avenue, Hemet, CA 92543

Project Name: Juanita Street Waterline Replacement - CIP #5555

			Apple Valley Const.		TBU, Inc.		TK Construction		STI, Inc.	
Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1. Mobilization	L.S.	1	$ 40,000.00	$ 40,000.00	$ 35,000.00	$ 35,000.00	$ 1,000.00	$ 1,000.00	$ 32,600.00	$ 32,600.00
2. Disconnect, abandoned, fill	L.S.	1	$ 8,300.00	$ 8,300.00	$ 4,000.00	$ 4,000.00	$ 6,000.00	$ 6,000.00	$ 6,960.00	$ 6,960.00
3. 8" PVC C-900	L.F.	1,325	$ 58.00	$ 76,850.00	$ 37.75	$ 50,018.75	$ 80.00	$ 106,000.00	$ 57.35	$ 75,988.75
4. Trench backfill & repave	S.F.	16,000	$ 6.00	$ 96,000.00	$ 8.50	$ 136,000.00	$ 7.00	$ 112,000.00	$ 5.25	$ 84,000.00
5. Replace 1" water service	EA.	26	$ 1,400.00	$ 36,400.00	$ 1,850.00	$ 48,100.00	$ 1,500.00	$ 39,000.00	$ 851.00	$ 22,126.00
6. Fire Hydrant	EA.	6	$ 5,930.00	$ 35,580.00	$ 3,850.00	$ 23,100.00	$ 5,600.00	$ 33,600.00	$ 4,100.00	$ 24,600.00
7. Fire hydrant spotter	EA.	6	$ 25.00	$ 150.00	$ 75.00	$ 450.00	$ 34.00	$ 204.00	$ 50.00	$ 300.00
8. 8" Gate Valve	EA.	4	$ 1,470.00	$ 5,880.00	$ 1,750.00	$ 7,000.00	$ 1,600.00	$ 6,400.00	$ 1,538.00	$ 6,152.00
9. Air Vac Assembly	EA.	1	$ 3,840.00	$ 3,840.00	$ 2,250.00	$ 2,250.00	$ 4,200.00	$ 4,200.00	$ 3,750.00	$ 3,750.00
10. 8"x8" Tee	EA.	1	$ 480.00	$ 480.00	$ 850.00	$ 850.00	$ 2,000.00	$ 2,000.00	$ 9,221.00	$ 9,221.00
11. Thrust Block	EA.	10	$ 120.00	$ 1,200.00	$ 95.00	$ 950.00	$ 250.00	$ 2,500.00	$ 210.00	$ 2,100.00
12. 8"x6" Cross	EA.	1	$ 746.00	$ 746.00	$ 750.00	$ 750.00	$ 2,300.00	$ 2,300.00	$ 12,291.00	$ 12,291.00
13. Cap exist. w/Blind Flange	EA.	4	$ 1,200.00	$ 4,800.00	$ 125.00	$ 500.00	$ 1,200.00	$ 4,800.00	$ 175.00	$ 700.00
14. Replace Meter Box	EA.	26	$ 110.00	$ 2,860.00	$ 350.00	$ 9,100.00	$ 200.00	$ 5,200.00	$ 1,100.00	$ 28,600.00
15. Adjust SMH to grade	EA.	1	$ 450.00	$ 450.00	$ 575.00	$ 575.00	$ 800.00	$ 800.00	$ 350.00	$ 350.00
16. Traffic Control Plan	L.S.	1	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00	$ 2,600.00	$ 2,600.00	$ 16,000.00	$ 16,000.00
17. S.W.P.P.P.	L.S.	1	$ 5,500.00	$ 5,500.00	$ 3,000.00	$ 3,000.00	$ 4,300.00	$ 4,300.00	$ 8,600.00	$ 8,600.00
				$ 322,036.00		**$ 324,143.75**		**$ 332,904.00**		**$ 334,338.75**

City of Hemet Public Works Department

510 E. Florida Avenue, Hemet, CA 92543

Project Name: Juanita Street Waterline Replacement - CIP #5555

			Downing Const. Inc.		Piperin Corp.		Kinkaid Industries, Inc.	
Item No. & Description	Unit	Quantity	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1. Mobilization	L.S.	1	$ 10,000.00	$ 10,000.00	$ 40,000.00	$ 40,000.00	$ 17,000.00	$ 17,000.00
2. Disconnect, abandoned, fill	L.S.	1	$ 2,000.00	$ 2,000.00	$ 8,000.00	$ 8,000.00	$ 11,000.00	$ 11,000.00
3. 8" PVC C-900	L.F.	1325	$ 107.00	$ 141,775.00	$ 95.00	$ 125,875.00	$ 96.00	$ 127,200.00
4. Trench backfill & repave	S.F.	16000	$ 7.25	$ 116,000.00	$ 7.00	$ 112,000.00	$ 6.00	$ 96,000.00
5. Replace 1" water service	EA.	26	$ 1,100.00	$ 28,600.00	$ 2,000.00	$ 52,000.00	$ 2,500.00	$ 65,000.00
6. Fire Hydrant	EA.	6	$ 5,200.00	$ 31,200.00	$ 7,000.00	$ 42,000.00	$ 7,000.00	$ 42,000.00
7. Fire hydrant spotter	EA.	6	$ 5.00	$ 30.00	$ 35.00	$ 210.00	$ 60.00	$ 360.00
8. 8" Gate Valve	EA.	4	$ 1,800.00	$ 7,200.00	$ 2,000.00	$ 8,000.00	$ 3,000.00	$ 12,000.00
9. Air Vac Assembly	EA.	1	$ 1,800.00	$ 1,800.00	$ 4,000.00	$ 4,000.00	$ 3,300.00	$ 3,300.00
10. 8"x8" Tee	EA.	1	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 4,200.00	$ 4,200.00
11. Thrust Block	EA.	10	$ 100.00	$ 1,000.00	$ 700.00	$ 7,000.00	$ 400.00	$ 4,000.00
12. 8"x6" Cross	EA.	1	$ 1,200.00	$ 1,200.00	$ 1,000.00	$ 1,000.00	$ 4,000.00	$ 4,000.00
13. Cap exist. w/Blind Flange	EA.	4	$ 1,000.00	$ 4,000.00	$ 500.00	$ 2,000.00	$ 1,800.00	$ 7,200.00
14. Replace Meter Box	EA.	26	$ 400.00	$ 10,400.00	$ 300.00	$ 7,800.00	$ 600.00	$ 15,600.00
15. Adjust SMH to grade	EA.	1	$ 400.00	$ 400.00	$ 1,000.00	$ 1,000.00	$ 600.00	$ 600.00
16. Traffic Control Plan	L.S.	1	$ 3,500.00	$ 3,500.00	$ 8,000.00	$ 8,000.00	$ 25,000.00	$ 25,000.00
17. S.W.P.P.P.	L.S.	1	$ 2,700.00	$ 2,700.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
				$ 363,305.00		**$ 424,885.00**		**$ 439,460.00**

Plumbing - Piping - Engineering

PRO-CRAFT CONSTRUCTION INC.

Signature of Quality

February 10, 2012

Victor Monz
City of Hemet
445 E. Florida Avenue
Hemet, CA 92543

Re: City Project #5555
Juanita Street Waterline Replacement

Bid Date: January 26, 2012
Bid Amount: $233,535.00

Mr. Monz,

We regret to inform you that due to a recently discovered mathematical error we hereby respectfully request the City of Hemet to allow our company to withdraw our submitted bid of $233,535.00 without penalty or forfeiture of our bid bond in the amount for the above referenced bid.

If you have any questions, please feel free to contact me any time.

Thank You,

Tim McFayden, CEO

31597 Outer Hwy. 10 South, Suite B, Redlands, CA 92373
909-790-5222 * Fax 909-797-2812
License # 467234 C-42, C-36, C-34, B, A, C-42, C-2

AGENDA # 16

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Rita Conrad, Director of Finance; Brian Nakamura, City Manager

DATE: February 28th, 2012

RE: 1.) Resolution Rescinding Resolution No. 4058 Regarding Refuse Collection and Recycle Rates; and,
2.) Resolution Amending Resolution No. 4057 Regarding Billing of Sewer and Storm Drain Maintenance Fees.

RECOMMENDATION:

Adopt Resolutions:

1. Rescinding Resolution No. 4058 Regarding Refuse Collection and Recycle Rates.
2. Amending Resolution No. 4057 Regarding Billing of Sewer and Storm Drain Maintenance Fees.

BENEFIT OF RECOMMENDATION:

These resolutions are for administrative "house-keeping" purposes only. These resolutions will rescind and amend previous resolutions that were in effect prior to the approval of the franchising agreement with CR&R to ensure that they accurately reflect billing changes that will occur as a result of the franchising agreement.

FISCAL IMPACT:

There is no fiscal impact to this action. The changes resulting from adopting these resolutions are for administrative/billing purposes only. These changes do not change customer rates for sewer and storm drain maintenance fees nor do they impact service levels.

BACKGROUND:

The first recommended action is to rescind Resolution No. 4058 which set customer rates for the City's in-house refuse operation. On October 11, 2011 the City entered into a franchising agreement with CR&R for the provision of refuse services. So, this resolution no longer applies but needs to be formally rescinded.

The second recommended action is to amend Resolution No. 4057 to provide authority for Eastern Municipal Water District (EMWD) and Lake Hemet to bill sewer and storm drain maintenance fees on behalf of the City to their commercial/business customers located in the City of Hemet. The existing resolution already provides authority for EMWD and Lake Hemet to bill residential customers for these fees, but with the franchising of refuse the City needs these agencies to also bill commercial/business accounts. Prior to the franchising agreement, the City billed commercial/business accounts for sewer and storm drain maintenance fees through the City's in-house refuse billing. For the City to send bills and process payment for commercial sewer/storm drain maintenance fees alone would be cost-prohibitive to the City and inconvenient for customers.

Finally, the proposed action also cleans up the existing resolution language to use the term "Sewer/Storm Drain Maintenance Fees" consistently rather than referring to the fees alternately as "Sewer/Storm Drain Maintenance/Sweeping Fees."

Respectfully submitted,

Lorena Rocha for Rita Conrad

Rita Conrad

Director of Finance

Attachments: Resolution Bill No. 12-020 and 12-021

CITY OF HEMET
Hemet, California
RESOLUTION NO. 12-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, RESCINDING RESOLUTION NO. 4058 REGARDING REFUSE COLLECTION AND RECYCLE RATES

WHEREAS, the City Council on July 1, 2006, adopted Resolution No. 4058 establishing refuse collection and recycle rates for the City of Hemet providing solid waste collection services; and,

WHEREAS, on October 11, 2011, the City Council approved an exclusive Franchise Agreement for comprehensive refuse services with CR&R Incorporated and divested itself of the municipal collection of solid waste and recyclable materials; and

WHEREAS, on October 25, 2011 by Ordinance No. 1842 the City of Hemet adopted an ordinance allowing residents to obtain a self haul permit for solid waste; and

WHEREAS, the City Council now determines that the rates established by Resolution No. 4058 are no longer necessary and inapplicable.

NOW, THEREFORE, the City Council of the City of Hemet does hereby resolve as follows:

1. The City Council hereby repeals and rescinds Resolution No. 4058 in its entirety.

PASSED, APPROVED, AND ADOPTED this 28th day of February, 2012.

Robert Youssef, Mayor

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

RIV #4840-3584-7694 v1
2/22/12

State of California)
County of Riverside)
City of Hemet)

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 28th day of February, 2012, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sarah McComas, City Clerk

CITY OF HEMET
Hemet, California
RESOLUTION NO. 12-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, AMENDING RESOLUTION NO. 4057 REGARDING BILLING OF SEWER AND STORM DRAIN MAINTENANCE FEES AND RESCINDING THE FEE FOR STREET SWEEPING

WHEREAS, Resolution No. 3982 established, and Resolution No. 4057 amended, certain fees for sewer and storm drain maintenance and street sweeping for customers of the City of Hemet; and,

WHEREAS, the City of Hemet desires to authorize Eastern Municipal Water District and Lake Hemet Municipal Water District to bill charges for sewer and storm drain maintenance on behalf of the City to their customers residing or located within the City; and,

WHEREAS, the City of Hemet has entered into that exclusive Franchise Agreement for comprehensive refuse services with CR&R Incorporated dated October 11, 2011, under which contract CR&R will perform all street sweeping services for the City; and,

WHEREAS, the City of Hemet desires to rescind and repeal its street sweeping fee as established or amended by Resolution No. 3982 and Resolution No. 4057.

NOW, THEREFORE, the City Council of the City of Hemet does hereby resolve:

1. The City hereby repeals and rescinds street sweeping fees, charges or rates established or revised by Resolution No. 3982 or Resolution No. 4057. The City Council hereby orders any reference to street sweeping in Resolution No. 4057 hereby stricken and deleted.

RIV #4813-0129-2558 v1
2/22/12

2. The following accounts with Eastern Municipal Water District or Lake Hemet Municipal Water District, set forth in Resolution No. 4057, are amended to read as follows:

Storm drain maintenance The storm drain maintenance fee applies to all utility accounts in the City of Hemet unless exempt by an annexation agreement. The number of units per account is based on the City of Hemet sewer unit calculation for each property use. EMWD and LHMWD will bill all residential and commercial customers in their areas by interagency agreement and remit funds monthly to the City.	Storm Drain Fee 3.30 per unit per month

3. The following general policies, set forth in Resolution No. 4057, are amended to read as follows:

Billing: Sewer and Storm drain maintenance fees are included on the residential water bill for all City residents, regardless of whether their water service is provided by the City of Hemet, Eastern Municipal Water District or Lake Hemet Municipal Water District. These agencies bill and collect for City Services by agreement with the City of Hemet. Customers are subject to the collection procedures of these agencies. This applies to all residential and commercial accounts.

PASSED, APPROVED, AND ADOPTED this 28th day of February, 2012.

Robert Youssef, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

State of California)
County of Riverside)
City of Hemet)

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 28th day of February, 2012, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sarah McComas, City Clerk

AGENDA # 17

Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Jorge Biagioni, Engineering Director/City Engineer
Brian Nakamura, City Manager BN

DATE: February 28, 2012

RE: Approving the Engineer's Report, and authorizing the levy and collection of assessments within City of Hemet Streetlight Maintenance District No. 52 (Seven Hills)

RECOMMENDATION:
It is recommended that the City Council hold the public hearing regarding the Engineer's Report concerning the formation of Hemet Streetlight Maintenance District No. 52 (Seven Hills), have the City Clerk count the ballots and announce the results of the vote, and adopt the resolution approving the Engineer's Report ordering the formation of Hemet Streetlight Maintenance District No. 52 and the levy and collection of assessments within such District for fiscal year 2012/2013.

BACKGROUND:
Seven Hills includes the commercial portion of the Seven Hills Senior Apartments development within the City, and is located west of Lyon Avenue, and generally east of Sanderson Avenue and north of Domenigoni Parkway. As a condition of approval, the developers are required to form a Streetlight maintenance assessment district to cover the maintenance of streetlights installed by the developers.

On February 14, 2012, the City Council adopted the initial resolutions approving the preliminary Engineer's Report and declaring the City's intention to form Streetlight Maintenance District No. 52 and setting February 28, 2012 as the date for the public hearing to receive assessment ballots and to take public testimony. Assessment ballots and notices were mailed to the property owners within the proposed district.

At the close of the public hearing, the City Council will direct the City Clerk to open the sealed ballots received from property owners within the proposed district. Should the tally of the dollar amount of the ballots received indicate a

majority in the affirmative for the proposed assessments, Council may proceed with the adoption of the resolution. Should the total amount of the ballots received indicate a majority against the proposed assessments, the formation is denied without further action by the Council.

ANALYSIS:
The Engineer's Report has been prepared and is on file with the City Clerk.

FISCAL IMPACT:
The Engineer's Report indicates the proposed assessments for the District to be placed on the parcels in the District. The consultant fee for the formation of the District is borne by the developers.

Respectfully submitted,

Jorge Biagioni
Engineering Director/City Engineer

Fiscal Review,

L. Rocha for Rita Conrad

Rita Conrad
Finance Director

Attachments: Resolution Bill No. 12-024

CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 12-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA APPROVING THE ENGINEER'S REPORT, FOR THE FORMATION OF CITY OF HEMET STREETLIGHT MAINTENANCE DISTRICT NO. 52 (SEVEN HILLS), AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH ANNEXATION FOR FISCAL YEAR 2012/2013 AND CONFIRMING DIAGRAM AND ASSESSMENTS PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND AS PROVIDED BY ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION

THE CITY COUNCIL OF THE CITY OF HEMET FINDS, DETERMINES, ORDERS AND RESOLVES AS FOLLOWS:

Section 1. The City Council by its Resolution No. 4478 initiated proceedings, and by its Resolution No. 4480 declared its intention to levy annual assessments for the formation of the City of Hemet Streetlight Maintenance District No. 52 (Seven Hills) [the "District"] and to levy and collect assessments against lots and parcels of land within such District pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500 (the "Act"), to pay for the costs and expenses of operating, maintaining and servicing streetlight structures and appurtenant facilities located within public places within the boundaries of the District.

Section 2. The Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council, a report in connection with the annual levy of assessments against lots and parcels of land within the District, and the City Council did by previous Resolution approve such report (the "Engineer's Report").

Section 3. The City Council desires to levy and collect assessments against lots and parcels of land within the District for the fiscal year commencing July 1, 2012 and ending June 30, 2013, to pay for the costs and expenses of operating, maintaining, and servicing streetlight structures and appurtenant facilities located within public places within the boundaries of the District.

Section 4. A mailed ballot election in connection with the levy of assessments within the District was required in accordance with Article XIII D of the California Constitution.

Section 5. Following notice duly given, the City Council has held a full and fair public hearing regarding the Engineer's Report prepared in connection with the District and the levy and collection of assessments, and considered all oral and written statements, protests and communications made or filed by interested persons.

Section 6. The City Council hereby finds that a majority protest does not exist as defined in Section 4(e) of Article XIII D of the California Constitution with respect to the District. All oral and written protests and objections to the annual levy of assessments for this District and the proposed collection of assessments are hereby overruled by the City Council.

Section 7. Based upon its review of the Engineer's Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, and other reports and information, the City Council hereby finds and determines with respect to the District included in the modified Engineer's Report, that:

(i) the land within the District will be specially benefited by the operation, maintenance, and servicing of streetlight structures and appurtenant facilities, located in public places within the boundaries of the District; and

(ii) the District include all lands so specially benefited; and

(iii) the net amount to be assessed upon the lots and parcels within the District in accordance with the assessment for the fiscal year commencing July 1, 2012 and ending June 30, 2013 is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated special benefits to be received by each lot or parcel from the improvements; and

(iv) only special benefits are assessed and no assessment is imposed on any parcel, which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

Section 8. The City Council hereby orders the proposed improvements to be made as set forth in the Engineer's Report, which improvements are briefly described as follows: Installation, construction, or maintenance of any authorized improvements under the Act, including, but not limited to streetlight improvements and any facilities which are appurtenant to any of the aforementioned or which are necessary or convenient for the maintenance or servicing thereof.

Section 9. The City Council hereby confirms the diagrams and assessments set forth in the Engineer's Report. The maintenance, operation, and servicing of the streetlight structures, and appurtenant facilities shall be performed pursuant to law. Commencing with fiscal year 2012/2013, the County Auditor of

Riverside County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment, and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessment after deduction of any compensation due the County for collection shall be paid to the City Treasurer. For fiscal year 2012/2013, the City's representative is hereby authorized and directed to collect such assessments.

Section 10. The assessments are in compliance with the provisions of the Act and Article XIII D of the California Constitution, and the City Council has complied with all laws pertaining to the levy of annual assessments pursuant to the Act and Article XIII D of the California Constitution.

Section 11. The assessments are levied for the purpose of paying the costs and expenses of the improvements described in Section 8, for fiscal year 2012/2013.

Section 12. The City Treasurer shall deposit all money representing assessments collected for the Annexation to the credit of a special fund known as "Improvement Fund, City of Hemet Streetlight Maintenance District" and such money shall be expended only for the maintenance, operation, and servicing of the streetlight structures and appurtenant facilities as described in Section 8.

Section 13. The adoption of this Resolution constitutes the levy of assessments for the fiscal year commencing July 1, 2012 and ending June 30, 2013.

Section 14. A certified copy of the diagrams and assessments shall be filed in the office of the City Clerk and shall be open for public inspection.

PASSED, APPROVED, AND ADOPTED this 28th day of February, 2012.

Robert Youssef, Mayor

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

State of California)
County of Riverside)
City of Hemet)

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 28th day of February, 2012 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

AGENDA # 18

Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Jorge Biagioni, Engineering Director/City Engineer
Brian Nakamura, City Manager

DATE: February 28, 2012

RE: Approving the Engineer's Report, and authorizing the levy and collection of assessments within City of Hemet Landscape Maintenance District No. 52 (Seven Hills)

RECOMMENDATION:
It is recommended that the City Council hold the public hearing regarding the Engineer's Report concerning the formation of Hemet Landscape Maintenance District No. 52 (Seven Hills), have the City Clerk count the ballots and announce the results of the vote, and adopt the resolution approving the Engineer's Report ordering the formation of Hemet Landscape Maintenance District No. 52, and the levy and collection of assessments within such District for fiscal year 2012/2013.

BACKGROUND:
Seven Hills includes the commercial portion of the Seven Hills Senior Apartments development within the City, and is located west of Lyon Avenue, and generally east of Sanderson Avenue and north of Domenigoni Parkway. As a condition of approval, the developers are required to form a Landscape maintenance assessment district to cover the maintenance of landscaping installed by the developers within City right-of-ways.

On February 14, 2012, the City Council adopted the initial resolutions approving the preliminary Engineer's Report and declaring the City's intention to form Landscape Maintenance District No. 52 and setting February 28, 2012 as the date for the public hearing to receive assessment ballots and to take public testimony. Assessment ballots and notices were mailed to the property owners within the proposed district.

At the close of the public hearing, the City Council will direct the City Clerk to open the sealed ballots received from property owners within the proposed district. Should the tally of the dollar amount of the ballots received indicate a

majority in the affirmative for the proposed assessments, Council may proceed with the adoption of the resolution. Should the total amount of the ballots received indicate a majority against the proposed assessments, the formation is denied without further action by the Council.

ANALYSIS:
The Engineer's Report has been prepared and is on file with the City Clerk.

FISCAL IMPACT:
The Engineer's Report indicates the proposed assessments for the District to be placed on the parcels in the District. The consultant fee for the formation of the District is borne by the developers.

Respectfully submitted,

Jorge Biagioni
Engineering Director/City Engineer

Fiscal Review,

J. Rocha for Rita Conrad

Rita Conrad
Finance Director

Attachments: Resolution Bill No. 12-025

CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 12-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA APPROVING THE ENGINEER'S REPORT, FOR THE FORMATION OF THE CITY OF HEMET LANDSCAPE MAINTENANCE DISTRICT NO. 52 (SEVEN HILLS), AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH DISTRICT FOR FISCAL YEAR 2012/2013 AND CONFIRMING DIAGRAM AND ASSESSMENTS PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND AS PROVIDED BY ARTICLE XIIID OF THE CALIFORNIA CONSTITUTION

THE CITY COUNCIL OF THE CITY OF HEMET FINDS, DETERMINES, ORDERS AND RESOLVES AS FOLLOWS:

Section 1. The City Council by its Resolution No. 4481 initiated proceedings, and by its Resolution No. 4483 declared its intention to levy annual assessments for the formation of the City of Hemet Landscape Maintenance District No. 52 (Seven Hills) [the "District"], and to levy and collect assessments against lots and parcels of land within such District pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500 (the "Act"), to pay for the costs and expenses of operating, maintaining, and servicing ornamental structures, landscaping, and appurtenant facilities located within public places within the boundaries of the District.

Section 2. The Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council, a report in connection with the annual levy of assessments against lots and parcels of land within the District, and the City Council did by previous Resolution approve such report (the "Engineer's Report").

Section 3. The City Council desires to levy and collect assessments against lots and parcels of land within the District for the fiscal year commencing July 1, 2012 and ending June 30, 2013, to pay for the costs and expenses of operating, maintaining, and servicing ornamental structures, landscaping, and appurtenant facilities located within public places within the boundaries of the District.

Section 4. A mailed ballot election in connection with the levy of assessments within the District was required in accordance with Article XIII D of the California Constitution.

Section 5. Following notice duly given, the City Council has held a full and fair public hearing regarding the Engineer's Report prepared in connection with the District and the levy and collection of assessments, and considered all oral and written statements, protests and communications made or filed by interested persons.

Section 6. The City Council hereby finds that a majority protest does not exist as defined in Section 4(e) of Article XIII D of the California Constitution with respect to the District. All oral and written protests and objections to the annual levy of assessments for this District and the proposed collection of assessments are hereby overruled by the City Council.

Section 7. Based upon its review of the Engineer's Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, and other reports and information, the City Council hereby finds and determines with respect to the District included in the modified Engineer's Report, that:

(i) the land within the District will be specially benefited by the operation, maintenance, and servicing of ornamental structures, landscaping, including trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, including irrigation systems, drainage devices, and drywells, located in public places within the boundaries of the District; and

(ii) the District include all lands so specially benefited; and

(iii) the net amount to be assessed upon the lots and parcels within the District in accordance with the assessment for the fiscal year commencing July 1, 2012 and ending June 30, 2013 is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated special benefits to be received by each lot or parcel from the improvements; and

(iv) only special benefits are assessed and no assessment is imposed on any parcel, which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

Section 8. The City Council hereby orders the proposed improvements to be made as set forth in the Engineer's Report, which improvements are briefly described as follows: The operation, maintenance, and servicing of ornamental structures, landscaping, including trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, including irrigation systems, drainage devices, and drywells located in public places within the boundaries of the District. Maintenance means the

furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of the ornamental structures, landscaping and appurtenant facilities, including repair, removal or replacement of all or part of any of the ornamental structures, landscaping, or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of water and electricity for the irrigation and control of the landscaping and the maintenance of any of the ornamental structures or appurtenant facilities.

Section 9. The City Council hereby confirms the diagrams and assessments set forth in the Engineer's Report. The maintenance, operation, and servicing of the ornamental structures, landscaping, and appurtenant facilities shall be performed pursuant to law. Commencing with fiscal year 2012/2013, the County Auditor of Riverside County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment, and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessment after deduction of any compensation due the County for collection shall be paid to the City Treasurer. For fiscal year 2012/2013, the City's representative is hereby authorized and directed to collect such assessments.

Section 10. The assessments are in compliance with the provisions of the Act and Article XIII D of the California Constitution, and the City Council has complied with all laws pertaining to the levy of annual assessments pursuant to the Act and Article XIII D of the California Constitution.

Section 11. The assessments are levied for the purpose of paying the costs and expenses of the improvements described in Section 5, above, for fiscal year 2012/2013.

Section 12. The City Treasurer shall deposit all money representing assessments collected for the District to the credit of a special fund known as "Improvement Fund, City of Hemet Landscape Maintenance District" and such money shall be expended only for the maintenance, operation, and servicing of the landscape structures, landscaping and appurtenant facilities as described in Section 5 above.

Section 13. The adoption of this Resolution constitutes the levy of assessments for the fiscal year commencing July 1, 2012 and ending June 30, 2013.

Section 14. A certified copy of the diagrams and assessments shall be filed in the office of the City Clerk and shall be open for public inspection.

PASSED, APPROVED, AND ADOPTED this 28th day of February, 2012.

Robert Youssef, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

State of California)
County of Riverside)
City of Hemet)

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 28th day of February, 2012 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Sarah McComas, City Clerk

#19

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Brian Nakamura, City Manager
Deanna Elliano, Community Development Director

DATE: February 28, 2012

RE: **SPECIFIC PLAN AMENDMENT NO. 06-01 (TRES CERRITOS EAST) AND ENVIRONMENTAL ASSESSMENT NO. 06-019** - A proposed amendment to the Hemet Valley Country Club Estates Specific Plan (SP 90-009) modifying the land plan with the addition of a 16.9 acre site to the eastern 146 acres allowing for a total of 622 residential units to the Tres Cerritos East Planning Area or up to a maximum of 710 units with approval of a Community Development Permit, and re-adoption as the Tres Cerritos Specific Plan 90-009, and certification of the Final Environmental Impact Report for the proposed project.

PROJECT APPLICANT INFORMATION

Owners:	Signal Family Hemet, LLC, Omni Financial, LLC, MJ&M, LLC
Applicant:	David Leonard, David Leonard Associates
Project Location:	Northwest corner of Cawston Avenue and Devonshire Avenue
Lot Area:	165.8 ± Acres
APNs:	448-100-001 thru 018; and 448-110-001 thru 022.

RECOMMENDED ACTIONS:

That the City Council:

1. *Open the public hearing and receive any comments on SPA 06-001 and the Final EIR; and,*
2. ***Adopt City Council Resolution Bill No. 11-005 Certifying the Final EIR** (Attachment #1) for the Tres Cerritos East Specific Plan Amendment, and adopting the Mitigation Monitoring and Reporting Plan and the Findings of Fact and Statement of Overriding Considerations, and,*
3. ***Introduce and read by title only City Council Ordinance Bill No. 11-001** (Attachment #2) approving SPA-06-01 subject to the Conditions of Approval and re-adopting the Tres Cerritos Specific Plan No. 90-009.*

BACKGROUND

The proposed amendment to the Hemet Valley Country Club Estates (HVCCE) Specific Plan (SP 90-9) was heard at the November 8, 2011 City Council public hearing. At the November 8th meeting, the Council considered an alternative proposal from the applicant regarding residential unit density and product types and directed a proposed modification to the Specific Plan Amendment and asked the project proponents to revise the amendment document. The modification reduced the total of number of allowable units to 622 on the Tres Cerritos East Planning Area. A total of 710 units would be allowed if the Planning Commission approved in the future Community Development Permits (CDP's) that would allow for development of

townhome units in Planning Area No. 11 and/or alternative dwelling types in Planning Areas 6, 7, 8, 9 and 10.

Specific plans take the place of zoning for various properties. The proposed Specific Plan Amendment for Tres Cerritos is the document included as Attachment 2A, and contains a land use plan, infrastructure and phasing plans, as well as development standards for the property. The Tres Cerritos project is a residential specific plan that also includes parkland, recreational and other landscape amenities for the project area. The proposed specific plan amendment does not include a subdivision proposal or specific residential development at this time, but sets the framework and process for allowable types of future development for the property.

The proposed amendment to the Hemet Valley Country Club Estates (HVCCE) Specific Plan was heard at the June 21, 2011 and August 16, 2011 Planning Commission meetings. The Commission recommended certification of the Final Environmental Impact Report prepared for the project, but recommended denial of the proposed amendment to the Hemet Valley Country Club Estates Specific Plan (SP 90-9) due to the proposed overall density, housing product mix, and incompatibility with the surrounding existing residential development. The Planning Commission's findings for denial are contained in their Resolution No. 11-014 (Attachment No. 4).

However, the Commission was in favor of the Reduced Intensity Alternative discussed in the Draft Environmental Impact Report (DEIR) which would allow for subdivision of the property into single family residential lots of 7,200 sq. ft. or greater size for a total of 543 units. The alternative is discussed briefly in the DEIR as the Reduced Intensity Alternative (refer to page 5-5 of the DEIR). The applicant has indicated to staff that changing the project to the Reduced Intensity Alternative would require a complete redesign of the land plan, and that many of the community amenities and recreational areas could no longer be included, as the reduced unit count would not support the cost to provide the proposed level of infrastructure and amenities. As such, the applicants were not willing to revise the land use plan to reflect the Reduced Intensity Alternative.

The revised proposal of 622 single family units would equate to a density of 3.75 du/ac on the Tres Cerritos East portion of the project. The maximum amount of units that could be developed including the CDP provisions would be 710 units (4.28/du). Overall, the entire Tres Cerritos specific plan (both east and west) would have a maximum of 887 units for an overall density of 2.51 du/ac. The General Plan allows for a density of 2.0 to 5.0 du/ac for this area. The project would therefore be consistent with theGeneral Plan land use designation.

The attached Tres Cerritos Specific Plan Amendment text (Attachment No. 2a), reflects the revisions that have been made by the applicant pursuant to the Council's direction at the November 8, 2011 meeting. However, in staff's final review of the document, some additional modifications to the text need to be added and have been included as Conditions of Approval, included herein as Attachment #2C. In some instances, the applicant did not agree with staff's recommendations for changes to the document, so those conditions are added as well. The applicant will have an opportunity at the public hearing to request that the Council not impose or modify the recommended conditions. Should the Council take action to approve the document and accompanying ordinance tonight, the document will be updated in its final form subject to the approved conditions when the ordinance is brought back for final adoption.

PROJECT ISSUES:

The proposed project has experienced opposition from the surrounding neighborhoods and various letters have been submitted, as provided in Attachment No. 7 to this report. In response, and subsequent to the Planning Commission's recommendation for denial, the applicants reduced the "base density" to 622 units

of all single family detached homes, except for Planning Area 11, which they want to retain for Townhome units. The Council directed at the meeting of November 8th, that Townhome units in Planning Area 11 would only be allowed subject to a Conditional Development Permit. Therefore, Staff advised the applicant that the Land Use Plan needed to remove the Townhome designation, and to replace it with a single – family detached designation, such as the minimum lot size of 4,000 sq. ft. The Townhome product would only be shown as part of the Conditional Development Permit units. The applicant has not made this change to the plan. In addition, the applicant is proposing to allow transfers of unused residential units into PA 11. Staff has suggested that PA 11 have an allowable dwelling unit type of SFD 4000 which could be built within the 104 allowable building envelop shown in Table II-1 on page 56 of the plan (and shown below in Table 2). Condition No. 14 requires that the land use plan and text be changed to reflect the base land use and density for the single family residential– 4,000 square foot minimum lots.

To obtain the additional density shown in Table 2 of this report (a maximum of 88 additional units for a total of 710 units), the applicant or subsequent developer will need to apply for a Conditional Development Permit. The actual development project would require a public hearing and approval by the Planning Commission, with the ability to appeal the action to the City Council. Specific "findings" are required to be made by the Commission in considering any approval of a CDP. These findings are located in Section V.D of the proposed specific plan. The intent is that a CDP would only be granted when the alternative design and product type is considered superior to the conventional lotting allowed under the single-family residential category. In addition, a particular project such as a senior housing complex, may benefit from having a cluster lot configuration or additional units to make the project more feasible or desirable. These determinations would all be considered and made in conjunction with a specific project proposal at a later date.

Another project related issue that continues to be mentioned is in regard to park sites within the plan. The City has also received letters from Valley-Wide Park District in regard to the specific plan and the park sites (see Attachments No. 7 and 8). Essentially, there are two types of parks proposed in the plan: Public Park sites and Private Park sites. The City can require public parks to be dedicated at the time of subdivision, or have the developer pay an in-lieu fee, or a combination of both. Based on the number of units proposed, the project would require approximately 7-8 acres of park land be dedicated on site, or funds paid to acquire park sites at a nearby location. However, this would not include the cost to improve the park sites. In order to get the parks improved, cities will sometimes require less dedication of land and offer the developer a park credit if they improve the park site for the enjoyment of the residents. In the proposed plan, various park sites had been considered with the conclusion to have the project's public park requirement combined with that of the adjacent project to the west (Garrett Ranch SP) in order to facilitate a larger regional park site. However, there is uncertainly regarding the location of a future park site to the west as the property has been acquired by another developer and the land plan is not yet determined.

Private Parks and open space areas are required when a project proposes residential lot sizes below 7,000 sq. ft. in area. Based upon the number of units in the plan, the city standards require approximately 3.5 acres of private parks for Tres Cerritos east. These parks will be improved by the developer and privately maintained and operated by the future HOA. The proposed plan contains a total of 6.6 acres of private parks, including a one-acre community clubhouse facility. In addition, the existing 7.9 acre MWD easement will be landscaped for passive recreation, as well as the recreational trail system along the drainage channel will be improved by the developer for use by the residents and neighboring community.

Given the uncertainty at this time of the potential location of the regional public park site, and whether or not it would be the City or Valley-Wide that developed and maintained the park, and to clarify the developer's obligations and improvement credits regarding public and private park sites in the plan, staff recommends the inclusion of Condition No. 18. This condition would require the text to be amended to

specify that prior to the approval of a subdivision map for the project, a Park Development Agreement be entered into between the City and the developer (and possibly Valley-Wide) to determine the specific regarding park dedication, improvements, and any fee credits.

PROJECT SETTING

The project area is located adjacent to the Tres Cerritos foothills (to the west), and is bounded by Devonshire Road to the south, Cawston Road to the east, and Menlo Avenue to the north, as shown in Attachment A. The site itself has been vacant for many years. The site had been previously graded in anticipation of developing the site with a golf course, although that plan is no longer feasible due to environmental constraints and the fact that the adjacent Peppertree project eliminated the northern half of the proposed course. The project site has been designated for Specific Plan residential uses in the 1992 General Plan and is located within the Northwest Hemet Neighborhood Planning Area. The Draft 2030 General Plan Update designates the site as Low Density Residential, with a maximum overall density of 2-5 dwelling units per acre. This planning area is characterized by agricultural and residential land uses with varying densities and building types. The Tres Cerritos foothills are a significant aesthetic resource in this planning area.

The gated Peppertree Senior Community (SP 01-03) is located to the north. Single family residential homes are located to the east directly fronting on Cawston Avenue.

To the south of the project site are two existing single family developments, a large 10 acre detention facility, and a 35 acre vacant parcel that is designated for a mixture of medium to high density residential units that are planned for a future senior home development.

To the west of the project site is 190 acres of vacant land known as Tres Cerritos West portion of SP 90-009. The area south of Tres Cerritos West is part of the former Garrett Ranch project. The area has been master planned to include a regional storm drainage detention area. The prior project proposed to develop some of the area as a 20 acre community park and elementary school use. The remainder of the property has been proposed for a large mixed use commercial and residential development. The Garrett Ranch project was not adopted, and project activity has ceased due to the economic conditions in the region. A new developer, Regent Properties, has recently purchased the property and intends to propose a revised land use plan and site design, although no formal submittal to the City has yet been made.

The following table summarizes the surrounding land uses, zoning, and general plan designations:

TABLE 1

	LAND USE	ZONING	GENERAL PLAN
SUBJECT SITE	Vacant	SP 90-009 (Hemet Valley Country Club Estates)	SP (Specific Plan)
NORTH	Senior Residential	SP 01-03 (Peppertree)	RI (Residential 7 du/ac)
SOUTH	Single Family Residential Vacant Detention Basin	R-1-C, R-1-7.2 A-5 OS (Open Space)	RI (Residential 7 du/ac)
EAST	Single Family Residential	SP 85-001 (Art Hofer)	SP (Specific Plan)
WEST	Vacant	SP 90-009 (Hemet Valley Country Club Estates) A-5	SP (Specific Plan)

PROJECT HISTORY

The original Tres Cerritos Country Club (TCCC) Specific Plan No. 90-009 encompassing 336 acres and allowing a total of 641 dwelling units and a golf course was originally adopted on November 12, 1991. The TCCC Specific Plan was subsequently amended August 10, 1999, renamed as the Hemet Valley Country Club Estates (HVCCE) and increased the number of allowable residential units to 710 units. A second amendment (Tres Cerritos West Specific Plan Amendment No. 03-002) was adopted on January 11, 2005 which created a development plan on the western 190.1 acres for 177 single family lots, 59.1 acres of natural open space, and 5.6 acres of landscaped areas that include 4.26 acres of active park, pedestrian paseos and landscaped entry areas, and a 3.5 acre vernal pool preserve. The total number of units within the HVCCE Specific Plan project area remained at 710 dwelling units.

The applicants are requesting approval of SPA 06-001 to change the development plan on the eastern 165.8 acres of the project area (known as Tres Cerritos East) including an amendment to the boundaries of the Plan to include a 16.9 acre parcel located at the northeast corner of Devonshire Avenue and Myers Street. The subject amendment deletes the remaining golf course fairways (which were no longer feasible) and allows for development of a mixture of residential dwelling units. No subdivision of the site is proposed at this time. Future development would be reviewed under tentative tract map(s) applications and site development reviews.

The applicants have been working on the proposed project for the past few years, and have made several modifications over time to the housing product types and development details within the proposed plan as a result of comments received at Planning Commission Work Study sessions and staff input. The original project that was examined in the EIR was for 787 units with lot sizes ranging from 2,300 sq. ft. to 10,000 sq. ft. The version of the project that was acted on by the Planning Commission at their August 16, 2011 meeting (and recommended for denial) was for a total of 750 units and included single family lots ranging from 4,000 sq. ft up to 8,000 sq.ft., as well as "4-packs" and townhomes product types. The Commission was concerned that 65% of the units were allocated to the smaller lot size, 4-pack and townhome configuration, and did not believe this was a compatible fit for the area and surrounding neighborhood.

PROJECT DESCRIPTION

This project involves a Specific Plan Amendment for the eastern portion of the Hemet Valley Country Club Estates Specific Plan (SP 90-009). The amendment would change the name of the Specific Plan back to the Tres Cerritos Specific Plan. Additionally, the amendment would add 16.9 acres to the overall specific plan and reconfigure the development plan for the Tres Cerritos East Planning Areas. The applicants have revised the land plan to retain a single family residential character while providing some flexibility for future development by allowing additional housing types to be considered over time, subject to a Conditional Development Permit.

The anticipated density for the applicant's revised project is 622 units (3.75 du/ac), although a slightly increased density could be achieved with a Conditional Development Permit for "residential cluster" development in specific planning areas. In no case would the density exceed a maximum of 710 units (4.28 du/ac) for Tres Cerritos East. Overall, the maximum density for the entire Tres Cerritos Specific Plan (east & west) would be 887 units or 2.51 du/ac. The existing density of the overall Specific Plan for both east & west (without the amendment) is 2.1 du/ac. The General Plan allows up to a maximum of 5.0 du/ac.

Development of the proposed project will include the neighborhood amenities of a community clubhouse and pool, as well as several pocket parks, a 2.5 acre public park and dog park,a large linear park along Menlo Avenue, and a looped trail system. Development of the project will also facilitate the provision of needed infrastructure systems including a new storm drain channel to alleviate flooding at the existing end

point of the Seattle Channel, and the full improvement of Cawston Avenue, Devonshire Avenue, and Menlo Avenue, adjacent to the project site.

At present, no specific housing development has been proposed for the project site or as part of the project application. Future development if approved would include subdivision maps, site development reviews or Conditional Use Permits for the precise development proposals. An EIR has been prepared, which identifies mitigation measures that will reduce the project's impacts to a less-than-significant level, with the exception of air quality impacts. For those impacts a Statement of Overriding Considerations has been prepared. A Mitigation Monitoring Program is also included for the mitigation measures proposedin the EIR, and will be carried out at the time of development.

Land Use Plan
The proposed site plan for the east portion of the Specific Plan eliminates the golf course fairways, the hilltop multi-family condominium area and club house site and establishes 11 planning areas for residential development ranging from one large rural residential lot of 5.9 acres in size to townhomes at a density of 10 dwelling units/acre.

The dwelling unit mix of the revised land use plan is shown in the following table. Over ninety percent of the total dwelling unit count will be on lots smaller than 7,000 sq. ft. The table lists the dwelling unit mix for the Tres Cerritos East Planning Area and then for the combined planning areas for both Tres Cerritos East and Tres Cerritos West.

TABLE 2
Proposed Dwelling Unit Mix for Tres Cerritos East Planning Area

Min. Lot Size	Base # D.U.	%	Additional D.U. per CDP	Total # Allowable D.U. with CDP	%
Hilltop	1	0.2	NA	1	0.1
SFD 8000	26	4.2	NA	26	3.7
SFD 7000	25	4.0	NA	25	3.5
SFD 6000	114	18.3	NA	114	16.0
SFD 5000	103	16.6	28	131	18.5
SFD 4000	353	56.7	60*	413*	58.2
Totals	**622**	**100.0**	**88**	**710**	**100.0**
Density	**3.75 du/ac**			**4.28 du/ac**	

*Note: Townhome units may be considered subject to a Conditional Development Permit only within Planning Area 11

Proposed Dwelling Unit Mix for Tres Cerritos East + Tres Cerritos West Planning Areas

Hilltop	1	0.1	NA	1	0.1
SFD 8000	114	14.3	NA	114	12.8
SFD 7000	25	3.1	NA	25	2.8
SFD 6000	203	25.4	NA	203	22.9
SFD 5000	103	12.9	28	131	14.8
SFD 4000	353	44.2	60	413	46.6
Totals	**799**	**100.0**	**88**	**887**	100.0
Overall Density	**2.24 du/ac**			**2.49 du/ac**	

Drainage
The land plan establishes a perimeter drainage channel and trail system along Cawston Avenue and Devonshire Avenue which will convey the storm water flows from the Seattle Channel located east of the site. [See Exhibit 3.2, Conceptual Land Use Plan, page 55 of the specific plan document.] This area of the City has chronically been plagued with storm water drainage issues. The proposed development will improve the localized drainage problems by constructing a perimeter drainage channel along its frontage of Cawston Avenue and Devonshire Avenue. The channel will pick up the flows from the Seattle channel and the storm flows along Devonshire Avenue to the east and transmit them to the western edge of the development. [See Section IV.E. of the SPA document -Drainage]

A 6.2 acre temporary detention basin located at the northeast corner of Devonshire Avenue and Myers Street will be constructed and used until the ultimate regional facility is installed further downstream to the west. [See Exhibit 4.9, page 81.] The temporary facility will be constructed so that seasonal storm water runoff will be available to hydrate the vernal pool areas to the southwest. The specific details of design for drainage system will need review and approval by the City Engineer and will be so noted in the Specific Plan. [Refer to Attachment 2c – Conditions of Approval.]

Circulation
The proposed project will create a through connection of Menlo Avenue to Myers Street to the south. This new connection will facilitate east-west traffic along Menlo Avenue that ultimately is seeking access to W. Florida Avenue and its ultimate connection with the future SR-79 Expressway. As such, the construction of this portion of Menlo Ave. should assist in off-loading traffic from Cawston Ave. adjacent to the project. Menlo Avenue will be constructed as a modified collector with a landscaped median. Details of the circulation plan are found in Section IV (A) of the Infrastructure Plan starting on page 63.

MWD Easement
The 200 foot wide easement that bisects the site diagonally will be landscaped and provided with a regional trail. The easement contains Metropolitan Water District's two major water transmission lines below grade. The area is proposed to be landscaped and improved with recreational amenities, acceptable to MWD. These will be similar to that which is found northerly on Cawston Avenue across from the Peppertree project and the school facilities. The landscaping which is proposed will be more drought tolerant and less turf intensive as is found in those locations. The recreational amenity proposed in the linear park will be limited as MWD discourages development on the easement of facilities that cannot be easily relocated or disturbed in case of repair or construction within the easement right-of-way. The MWD easement park will be maintained by an LLMD or Community Facilities District (CFD), but will not be given public park credit under the City's Quimby Act provisions due to its designlimitations.

Parks and Recreational Facilities
The proposed development will incorporate a system of open space/parkland throughout the Tres Cerritos East Principal Planning Area. Six small (10,000 sq. ft. average) mini-parks will be located at the entrances to several of the Planning Areas in the community. A paseo system will link the mini-parks to the large MWD easement area, community recreation center and sports park to the west. The community recreation center will have swimming pool and indoor recreation amenity on a one acre site. A regional trail will be developed along the inside of the perimeter channel right-of-way. Illustrations of all the proposed park facilities and recreation centers are found in Section VII(D) Landscape Design Character starting on page 143.

Quimby Act parkland dedication and/or fees will be established for the project with the processing of future tentative tracts maps. The City Council will determine whether parkland dedication or in-lieu fees will be

appropriate for the project. The Valley-Wide district letter underscores the need for ten (10) acre park in this area of the city. [Refer to Attachment 7 and 8.] A larger active park site could be required for the project. A 2.5 acre site is reserved for a dog park and an initial portion of a future community sports park at the intersection of Menlo Avenue and Celeste Road. The two acre site will hopefully be combined with additional property to the west to form a 20 acre community park site in conjunction with the future development of the Garrett Ranch property, although this had not yet been determined, and the property is under new ownership.

The various landscape design elements proposed in the plan are shown in Section VII (D) starting on page 143. Project entries are shown for the Tres Cerritos West subarea. The Tres Cerritos East subarea only shows the location of project entries on the land plan. Staff is recommending that specific entry monumentation for the project subarea be designed and reviewed by the Director in the future. [Refer to Conditions of Approval, Attachment 2c].

Residential Development Types
All of the various residential product types are defined and explained in Section V (Permitted Uses & Development Regulations) starting on page 88. These will be further amended if the Revised Project is recommended for approval. Section V of the Specific Plan contains the development standards and design guidelines for all of the residential building types proposed for the Tres Cerritos East development. An earlier change to the plan deleted the provision for three story units, and any modifications to the height limits would require a Conditional Use Permit. The Courtyard product type which featured up to six (6) units on a shared driveway is also being removed from the plan. Any other "cluster" housing product types such as the Quad home product with four (4) units sharing a driveway, or the paired homes concept, would only be allowed if approved on a case by case basis by the Planning Commission under a Conditional Development Permit, and subject to the findings contained within the Specific Plan.

Interface with the Peppertree Project
The applicants have agreed with the representatives of the Peppertree project on a plan to revise the interface between the two projects. The attorney representing the Peppertree project has submitted a memorandum outlining the necessary elements required for their agreement with the proposed amendment. (Refer to Exhibit 7). The proposal would leave the utilities, landscaping and sidewalk on the north side of Menlo Avenue in place, except for modifications needed to address the drainage.

It is also agreed to increase the street width on the north side of PA 5 to Menlo Avenue to 66 feet, and to provide traffic controls and left-turning movements subject to additional study and approval by the City Engineer.

The Tres Cerritos East project will accept the storm runoff from the Peppertree development as altered by new construction within the TCE project area. The applicant has provided a modified system design to the staff and the Peppertree representatives that shows how the drainage system that will be used to accommodate the drainage runoff from the Peppertree project. All of the costs of such improvements will be born by the developers of the Tres Cerritos East project.

Phasing
The proposed phasing of the project is shown in Section VI.G of the Specific Plan. The core area of the Tres Cerritos East development area will be developed first. The first phase will also include improvement of the perimeter drainage system along both Cawston Avenue and Devonshire Avenue. The proposed recreation center is also proposed for the first phase and must be constructed prior to the issuance of the 200th building permit. The applicant is proposing that only half of Menlo Avenue be constructed in the first phase to allow for construction traffic along the western portion of the street right-of-way.

CEQA REVIEW

Pursuant to the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) has been prepared for the project identifying the project's potentially significant environmental impacts, proposed mitigation measures, and project alternatives. The Draft EIR was circulated for its 45 day public review on April 11, 2008. Recirculation of the DEIR was not necessary as the project design and layout has stayed basically the same. The total number of allowable units has decreased so that no new or additional impact analysis was required.

The project's environmental impact report identified impacts that could reasonably be anticipated with the project, and identified mitigation measures for those impacts. While most of the project's impacts can be mitigated to a less-than-significant level, air quality impacts associated with construction activities are considered significant and unavoidable. The project would exceed daily emissions thresholds, and would exacerbate nonattainment of air quality standards within the air quality basin, although the impacts would be short-term. This is discussed in greater detail in Section 3.3 of the EIR and is a fairly typical impact associated with large projects within the South Coast Air Quality Basin.

Traffic impacts and mitigation are described in detail in Section 3.14 of the EIR. Recommended improvements include the installation of traffic signals at the intersections of Cawston Avenue and Menlo Avenue, and Devonshire Avenue and Menlo Avenue. Additionally, the project is required to pay its fair share for a variety of traffic improvements throughout the area.

Seven (7) letters of comment on the Draft EIR were received. The responses to the comments are included as part of the Final EIR. Most of the comments from the various agencies are fairly standard. However, the Hemet Unified School District requested that an option of a 12 acre elementary school site be looked at. The Tres Cerritos East site is too close to the existing elementary school presently located at the northeast corner of Cawston Avenue and Menlo Avenue. A preferred site is located next to the future 20 acre sports park envisioned to the west of the site.

The Riverside County Airport Land Use Commission requested that a consistency review be conducted for the project as it lies within Area III of the 1992 Hemet-Ryan Airport Land Use Plan. The Commission reviewed the project on July 10, 2008 and found the project consistent with the guidelines and standards of the airport land use plan.

A Mitigation Monitoring and Reporting Program (MMRP) has also been prepared for those mitigation measures proposed in the EIR, and is included as an attachment to the EIR. [Refer to Attachment 1D.] A resolution certifying the adequacy of the Final EIR and a Statement of Findings and Overriding Considerations will be required to be adopted by the City Council if the applicant's Revised Proposal is selected. If the project is denied by the Council, no further action needs to be taken on the EIR, unless the Council chooses to certify the Final EIR.

PUBLIC COMMUNICATION

Written comments previously presented to the Commission or to the City Council meeting are provided in Attachment No. 7. A new letter from Valley –Wide Recreation and Parks District has been provided as Attachment No. 8. Any additional written comments received after the distribution of this staff report will be provided to the Council at the time of the public hearing.

PUBLIC OUTREACH AND REVIEW

Members of the public provided comments to the Planning Commission at noticed public hearings held on

June 21, 2001, July 19, 2011 and August 16, 2011 for the proposed project, and the minutes of those meetings were previously distributed with the November 8, 2011 Council Staff Report. Both Council meetings of November 8, 2011 and February 28, 2012 were separately noticed in the newspaper and mailed notices to all property owners within 1000 feet of the proposed project.

POTENTIAL ALTERNATIVE ACTIONS

The Council may elect to accept the applicant's proposal as conditioned by staff, or request additional modifications. Depending upon the extent of additional modifications, the project may need to be continued to address these in the SPA document text and exhibits, or referred back to the Planning Commission for review. The Council also has the option to deny the project, pursuant to specific reasons for denial. This later alternative would require the applicant to start the project approval process over again with a new application and leave the project area in an unbuildable state that would not serve to solve the regional drainage problems of the surrounding areas.

FISCAL ANALYSIS

The proposed project will result in the development of between 622 to 710 dwelling units. All future development will be subject to the City's building and development impactfees. All of the improvements necessary for the project will be installed by the developer of the project. Future assessments for landscape maintenance, lighting, public safety facilities will be borne by future property owners within the project.

REPORT SUMMARY

Respectfully submitted,

Ronald Running
City Planner

Deanna Elliano
Community Development Director

ATTACHMENTS

[The following attachments are available for review at the Community Development Department.]

A) Vicinity Map and Surrounding Area Map
1) City Council Resolution Bill No. 11-005 for Certification of the EIR.
    a. Draft EIR **(Provided previously to Council on November 8, 2011)**
    b. Responses to Comments
    c. Statement of Facts & Overriding Considerations
    d. Mitigation Monitoring Plan
2) City Council Ordinance Bill No. 11-001 for Adoption of SPA 06-001.
    a. Specific Plan Document **(Available at www.cityofhemet.org or Community Development Department).**
    b. Legal Description
    c. Conditions of Approval
3) City Council Meeting minutes of November 8, 2011
4) Planning Commission Resolution No. 11-013 for EIR certification
5) Planning Commission Resolution No. 11-014 for denial of SPA 06-001

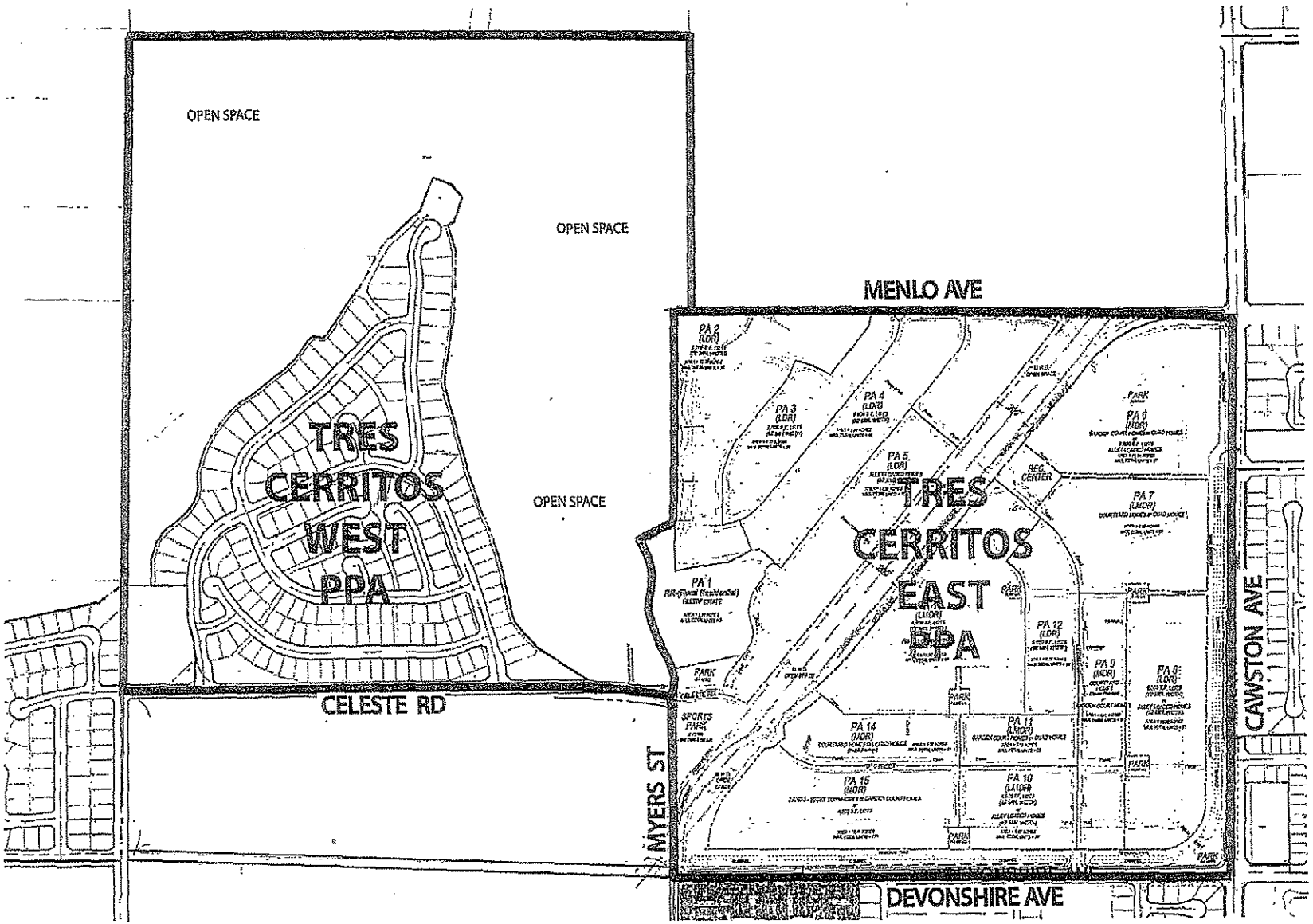
6) Planning Commission Meeting minutes **(Provided previously to Council on November 8, 2011).**
    a. Planning Commission meeting of June 21, 2011
    b. Planning Commission meeting of July 19, 2011
    c. Planning Commission meeting of August 16, 2011
7) Public Comment Letters previously submitted
8) New Public Comment letters
    a. Valley-Wide Recreation & Park District, dated February 21, 2012

INCORPORATED HEREIN BY REFERENCE

- City of Hemet General Plan
- City of Hemet General Plan EIR
- City of Hemet Zoning Ordinance
- Hemet Valley Country Club Estates SP 90-9
- Project Site's Riverside County Integrated Plan Multi-Species Habitat Conservation Plan Summary Report
- Contents of City of Hemet Community Development Department Project Files SPA 06-001 and EIR

Attachment No. A

Zoning and Aerial Maps



PRIMARY PLANNING AREAS - PPA
EXHIBIT 1.7

Attachment No. 1

City Council Resolution
Bill No. 11-005
For
Certification of EIR

CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 11-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (EA NO. 04-07) (SCH NO. 2006071002) AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, A MITIGATION MONITORING PROGRAM, AND A STATEMENT OF FACTS AND FINDINGS FOR THE TRES CERRITOS EAST PROJECT

WHEREAS, the proposed Tres Cerritos East Specific Plan Amendment is considered a "project" as defined by the California Environmental Quality Act, Public Resources Code §21000 et seq. ("CEQA"); and,

WHEREAS, the City of Hemet, California, has reviewed SPA 06-001 in accordance with the authority granted by the California Government Code Section 21080(d) and § 21082.2(d) and Hemet Municipal Code §90-41; and,

WHEREAS, after completion of an Initial Study, the Planning Director determined that there was substantial evidence that SPA 06-001 may have one or more significant effects on the environment and that preparation of an Environmental Impact Report ("EIR") was therefore warranted under Public Resources Code §21080(d) and §21082.2(d); and,

WHEREAS, the City has consulted with, and requested comments from, members of the public and the agencies and persons referenced in CEQA Guidelines §15083 and §15086; and,

WHEREAS, upon completion of the Draft EIR, the City provided notice of completion to OPR on July 3, 2006 as required under CEQA Guidelines §15085 and provided notice of availability on April 11, 2008 as required under CEQA Guidelines §15087; and,

WHEREAS, the Draft EIR was circulated to the public, responsible agencies and other interested parties as required by CEQA Guidelines §15087 for a period of 45 days commencing on April 11, 2008 and closing on May 26, 2008 in accordance with CEQA Guidelines § 15105(a); and,

WHEREAS, before the close of the public comment period the City received five (5) written comments; and,

WHEREAS, the Final EIR consists of the following documents: the Draft EIR, the Initial Study, Technical Appendices, Written Comments and Responses regarding the Draft EIR, and the Mitigation Monitoring Program; and.

WHEREAS, the Hemet Planning Commission conducted duly noticed public hearings on June 21, 2011, at which it received public testimony concerning the project and the Final EIR, considered the Final EIR, and recommended that the City Council approve and certify the Final EIR; and,

WHEREAS, the Hemet City Council conducted a duly noticed public hearing on November 8, 2011 and February 28, 2012, at which it received public testimony concerning the project and the Final EIR and considered the Final EIR.

NOW, THEREFORE, the City Council of the City of Hemet does Resolve, Determine, Find and Order as follows:

SECTION 1. FINDINGS

The City Council, in light of the whole record before it, including but not limited to, the Final EIR, all documents incorporated by reference therein, any comments received and responses provided, the Mitigation Monitoring Program, the Statement of Facts and Findings, and other substantial evidence (within the meaning of Public Resources Code §21080(e) and §21082.2) within the record and/or provided at the public hearing, hereby finds and determines that:

1. **Preparation of EIR:** An Environmental Impact Report was prepared for the Tres Cerritos East Specific Plan Amendment No. 06-001 after completion of an Initial Study in accordance with Public Resources Code §21080(d) and §21082.2 and the EIR was prepared and processed in accordance with the California Environmental Quality Act (Public Resources Code §21000 et seq.), the CEQA Guidelines (14 California Code of Regulations §15000 et seq.), and the local CEQA Guidelines and Thresholds of Significance adopted by the City of Hemet.

2. **Notice:** The City has complied with CEQA Guidelines §15085 and §15087 by providing a Notice of Completion of the Draft EIR to OPR and a Notice of Availability to responsible and trustee agencies and other persons and agencies as required.

3. **Review Period:** The City has complied with CEQA Guidelines §15087 and 15105 by making the Draft EIR available to the public for review for the required period of time.

4. **Response to Comments:** The City has responded to all written comments received during the public review period and included both comments and responses as part of the Final EIR. In response to these comments, the City has made minor revisions to the Final EIR. These revisions are identified in the responses and in the text of the EIR, and do not constitute significant additional information and do not require recirculation of the EIR.

5. **Avoidance / Reduction Significant Effects:** The Final EIR identifies potentially significant effects on the environment that could result if the project were adopted without changes or alterations in the project and imposition of mitigation measures. Based thereon, the City Council further finds that:

   a. Changes, alterations, and mitigation measures have been incorporated into, or imposed as conditions of approval on, the project.

   b. These changes, alterations, and mitigation measures will avoid the significant environmental effects identified in the Final EIR or lessen their impact below the threshold of significance, except to the extent discussed in the Findings attached hereto as Exhibit B, and the Statement of Overriding Considerations, attached hereto as Exhibit B.

   c. These changes, alterations, and mitigation measures are fully enforceable because they have either resulted in an actual change to the project as proposed or they have been imposed as conditions of approval on the project.

   d. The City has prepared a Mitigation Monitoring Program attached hereto as Exhibit C to track compliance with these changes, alterations, and mitigation measures.

6. **Overriding Considerations:** The Final EIR identifies significant and unmitigatable effects on the environment relating to air quality. However, the project alternatives identified in the Draft EIR are infeasible in accordance with Public Resources Code Section 21081 and CEQA Guidelines Section 15091 as discussed in the Statement of Overriding Considerations, attached hereto as Exhibit B. Based thereon, the benefits of the proposed project outweigh the identified unavoidable environmental risks and impacts when determining whether to approve the project as analyzed in detail in the Findings of Fact attached hereto as Exhibit B, and the Statement of Overriding Considerations, attached hereto as Exhibit B, and that the project will provide specific economic, social, and public safety benefits which outweigh the unavoidable adverse environmental impacts of the project, such that those impacts are considered acceptable under CEQA Guidelines Sections 15093 (a) and (b) as discussed in the Statement of Overriding Considerations.

7. **Independent Judgment:** The Final EIR reflects the independent judgment and analysis of the City.

SECTION 2. CITY COUNCIL ACTION

The City Council hereby takes the following actions:

1. **Certifies EIR:** The City Council approves and certifies the Final Environmental Impact Report (EA No. 04-07, SCH No. 2006071002) for the Tres Cerritos East Specific Plan Amendment Project, attached as Exhibit A, and incorporated herein by reference.

2. **Adopts Statement of Facts and Findings:** The City Council approves and adopts the Statement of Facts and Findings for the EIR attached hereto as Exhibit B.

3. **Adopts Statement of Overriding Considerations:** The City Council approves and adopts the Statement of Overriding Considerations, attached as Exhibit B and incorporated herein by reference, identifying reasons for approval of the Project despite significant and unavoidable impacts described in the Final EIR.

4. **Adopts MMP:** The City Council approves and adopts the Mitigation Monitoring Program for the Final EIR, attached as Exhibit C.

5. **Notice of Determination:** The City Council directs the Planning Director to prepare a Notice of Determination concerning certification of the Final EIR, and within five (5) days of project approval, file the Notice with the Riverside County Clerk for posting.

6. **Location:** The City Council directs that the Final Environmental Impact Report (EA No. 04-07, SCH No. 2006071002) and all documents incorporated therein and forming the record of decision therefore, be filed with the Hemet Planning Department at the Hemet City Hall, 445 E. Florida Avenue, Hemet, California, 92543 and be made available for public review upon request

(Signatures on following page)

PASSED, APPROVED, AND ADOPTED this ___th day of _____, _____.

_____
Robert Youssef, Mayor

ATTEST:

_____
Sarah McComas, City Clerk

APPROVED AS TO FORM:

_____
Eric S. Vail, City Attorney

State of California)
County of Riverside)
City of Hemet)

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the ___th day of _____, ____ by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Sarah McComas, City Clerk

Attachment No. 1a

Draft EIR For SPA 06-001

[Provided previously to Council on 11/8/11.]

Attachment No. 1b

Responses to Comments

DEIR Public Review Comments
SPA 06-001 - Tres Cerritos East

Date: July 1, 2008

SCH #2006071002

Entity Commenting	Date of Comment	Date Received	Notes
OPR	5-28-08	5-30-08	Standard details report (no comment per se)
NAHC	4-28-08	4-30-08	Native American Contact List provided
PUC	4-23-08	4-27-08	Comments re off-site railroad crossings
Toxic Substances Control	5-30-08	6-2-08	No specific comments
ALUC	5-14-08	5-16-08	Submit SPA to ALUC for consistency review
HUSD	5-21-08	5-27-08	Requests option for 12-acre school site to reduce impacts
Valley-Wide Rec & Park Disctrict	5-20-08	5-27-08	1. Acreage not useable as park 2. MWD already set aside 3. 2-acre parks not large enough; needs 10-acre park
SCE	5-21-08	5-30-08	Capacity available; mitigating for SCE infrastructure expansion within project EIR could facilitate said expansion

SECTION 3.0 RESPONSES TO COMMENTS

3.1 LIST OF DRAFT EIR COMMENTORS

The agencies, organizations, groups, and individuals listed below provided written comment letters, or emails on the Tres Cerritos East Specific Plan Amendment DEIR.

Each comment letter was assigned a letter (Letter A, Letter B, Letter C, etc.) and each separate specific comment made within a letter was given a specific identifying number (e.g., Comment A-1, Comment A-2, etc.). Specific comments have been bracketed. The comment numbers are provided on the right hand side of each letter. Responses to each comment are labeled with the corresponding comment number.

LETTER #	AGENCY/ORGANIZATION	DATE LETTER RECEIVED
A	Native American Heritage Commission	May 6, 2008
B	Hemet Unified School District	May 21, 2008
C	State of California Public Utilities Commission	May 27, 2008
D	Valley-Wide Recreation & Park District	May 27, 2008
E	Southern California Edison	May 30, 2008
F	California Department of Toxic Substances Control	June 2, 2008

STATE OF CALIFORNIA Arnold Schwarzenegger, Governor

NATIVE AMERICAN HERITAGE COMMISSION
915 CAPITOL MALL, ROOM 364
SACRAMENTO, CA 95814
(916) 653-6251
Fax (916) 657-5390
Web Site www.nahc.ca.gov
e-mail: ds_nahc@pacbell.net

LETTER A

April 28, 2008

APR 30 2008

PLANNING DEPT

Mr. Ron Running, City Planner
CITY OF HEMET
445 E. Florida Avenue
Hemet, CA 92543

Re: SCH#2006071002; CEQA Notice of Completion; draft Environmental Impact Report (DEIR) for the Tres Cerritos East Specific Plan; City of Hemet; Riverside County, California

Dear Mr. Running:

A-1

The Native American Heritage Commission is the state agency designated to protect California's Native American Cultural Resources. The California Environmental Quality Act (CEQA) requires that any project that causes a substantial adverse change in the significance of an historical resource, that includes archaeological resources, is a 'significant effect' requiring the preparation of an Environmental Impact Report (EIR) per the California Code of Regulations §15064.5(b)(c (CEQA guidelines). Section 15382 of the 2007 CEQA Guidelines defines a significant impact on the environment as "a substantial, or potentially substantial, adverse change in any of physical conditions within an area affected by the proposed project, including ...objects of historic or aesthetic significance." In order to comply with this provision, the lead agency is required to assess whether the project will have an adverse impact on these resources within the 'area of potential effect (APE)', and if so, to mitigate that effect. To adequately assess the project-related impacts on historical resources, the Commission recommends the following action:

√ Contact the appropriate California Historic Resources Information Center (CHRIS) for possible 'recorded sites' in locations where the development will or might occur.. Contact information for the Information Center nearest you is available from the State Office of Historic Preservation (916/653-7278)/ http://www.ohp.parks.ca.gov. The record search will determine:

- If a part or the entire APE has been previously surveyed for cultural resources.
- If any known cultural resources have already been recorded in or adjacent to the APE.
- If the probability is low, moderate, or high that cultural resources are located in the APE.
- If a survey is required to determine whether previously unrecorded cultural resources are present.

√ If an archaeological inventory survey is required, the final stage is the preparation of a professional report detailing the findings and recommendations of the records search and field survey.

- The final report containing site forms, site significance, and mitigation measurers should be submitted immediately to the planning department. All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum, and not be made available for public disclosure.
- The final written report should be submitted within 3 months after work has been completed to the appropriate regional archaeological Information Center.

√ Contact the Native American Heritage Commission (NAHC) for:

- A Sacred Lands File (SLF) search of the project area and information on tribal contacts in the project vicinity that may have additional cultural resource information. Please provide this office with the following citation format to assist with the Sacred Lands File search request: USGS 7.5-minute quadrangle citation with name, township, range and section: .
- The NAHC advises the use of Native American Monitors to ensure proper identification and care given cultural resources that may be discovered. The NAHC recommends that contact be made with Native American Contacts on the attached list to get their input on potential project impact (APE). In some cases, the existence of a Native American cultural resources may be known only to a local tribe(s).

√ Lack of surface evidence of archeological resources does not preclude their subsurface existence.

- Lead agencies should include in their mitigation plan provisions for the identification and evaluation of accidentally discovered archeological resources, per California Environmental Quality Act (CEQA) §15064.5 (f). In areas of identified archaeological sensitivity, a certified archaeologist and a culturally affiliated Native American, with knowledge in cultural resources, should monitor all ground-disturbing activities.
- A culturally-affiliated Native American tribe may be the only source of information about a Sacred Site/Native American cultural resource.
- Lead agencies should include in their mitigation plan provisions for the disposition of recovered artifacts, in consultation with culturally affiliated Native Americans.

LETTER "A" RESPONSE

NATIVE AMERICAN HERITAGE COMMISSION

Response to Comment A-1 –

As outlined in Section 3.5 in the DEIR, *Cultural Resources*, the following were completed for the Proposed Project: a record check conducted at the Eastern Information Center (EIC) at University of California, Riverside, a literature review, and a field survey of the Proposed Project site by qualified archaeologists from Archaeological Systems Management (ASM) Affiliates in 2006.

Only one cultural resource site was found within the Proposed Project area. This previously recorded isolated bedrock milling site (CA-RIV-4046) is a single milling slick that is in a slight state of decomposition. In addition, this site had been previously tested for subsurface resources, and was evaluated as not significant (Smith 1990). Due to the ubiquity and limited research potential of the site, as well as the fact that no artifacts or midden were found in association with the feature even after additional testing, it is not considered a significant "historical resource" pursuant to CEQA Guidelines Section 15064.5 nor is it eligible for listing in the California Register of Historic Resources or in the National Register of Historic Places.

Concern was expressed by the Morongo Band of Mission Indians during the Native American consultation process, who stated that if the milling feature were to be impacted, they would like it to be removed and relocated. Even though the site is not significant and no additional mitigation measures are required, an agreement between the developer and Morongo will be worked out regarding the treatment of the milling feature. If acceptable to both parties, the Morongo Band

LETTER A

A-1 Cont.

√ Lead agencies should include provisions for discovery of Native American human remains or unmarked cemeteries in their mitigation plans.

- CEQA Guidelines, Section 15064.5(d) requires the lead agency to work with the Native Americans identified by this Commission if the initial Study identifies the presence or likely presence of Native American human remains within the APE. CEQA Guidelines provide for agreements with Native American, identified by the NAHC, to assure the appropriate and dignified treatment of Native American human remains and any associated grave liens.

√ Health and Safety Code §7050.5, Public Resources Code §5097.98 and Sec. §15064.5 (d) of the California Code of Regulations (CEQA Guidelines) mandate procedures to be followed, including that construction or excavation be stopped in the event of an accidental discovery of any human remains in a location other than a dedicated cemetery until the county coroner or medical examiner can determine whether the remains are those of a Native American. . Note that §7052 of the Health & Safety Code states that disturbance of Native American cemeteries is a felony.

√ Lead agencies should consider avoidance, as defined in §15370 of the California Code of Regulations (CEQA Guidelines), when significant cultural resources are discovered during the course of project planning and implementation

Please feel free to contact me at (916) 653-6251 if you have any questions.

Sincerely,

Dave Singleton
Program Analyst

Attachment List of Native American Contacts

Cc: State Clearinghouse

LETTER "A" RESPONSE

would be responsible for removing the milling feature in the presence of an archaeological monitor, and would relocate it to a permanent location on the Morongo Indian Reservation. As a result, impacts to cultural resources would not be significant.

In the event that unanticipated buried cultural resources are encountered during the Proposed Project construction, Cultural Resources Mitigation Measure No. 1 has been provided to allow for monitoring of site development by a qualified archaeologist. If subsurface artifacts are found, the archaeologist would divert construction from that area, examine the finds, and make recommendations for mitigation of impacts, if needed.

In accordance with Senate Bill (SB) 18 as part of the consultation process with Native American organizations and individuals, ASM Affiliates, Inc. contacted the NAHC on June 21, 2006 and requested information about sacred lands that may be located within the Proposed Project site. The result of a records search conducted by the NAHC was negative in that no known Traditional Cultural Properties or sacred sites were identified in their files. Three of the Native American representatives responded but only one, from the Morongo Band of Mission Indians (Morongo), had concerns. These concerns were in reference to the isolated bedrock milling site and an agreement between the developer and Morongo will be worked on regarding the treatment of the milling feature, as described above.

Native American Contacts
Riverside County
April 28, 2008

LETTER A-2

'ahuilla Band of Indians
.nthony Madrigal, Jr., Chairperson
'.O. Box 391760 Cahuilla
.nza , CA 92539
ibalcouncil@cahuilla.net
951) 763-2631

951) 763-2632 Fax

Santa Rosa Band of Mission Indians
John Marcus, Chairman
P.O. Box 609 Cahuilla
Hemet , CA 92546
srtribaloffice@aol.com
(951) 658-5311
(951) 658-6733 Fax

'echanga Band of Mission Indians
'aul Macarro, Cultural Resource Center
'.O. Box 1477 Luiseno
'emecula , CA 92593
951) 308-9295 Ext 8106
951) 676-2768
951) 506-9491 Fax

Morongo Band of Mission Indians
Michael Contreras, Cultural Resources-Project
49750 Seminole Drive Cahuilla
Cabazon , CA 92230 Serrano
(951) 755-5206

(951) 922-8146 Fax

lamona Band of Cahuilla Mission Indians
oseph Hamilton, vice chairman
'.O. Box 391670 Cahuilla
inza , CA 92539
dmin@ramonatribe.com
951) 763-4105
951) 763-4325 Fax

Pechanga Band of Mission Indians
Mark Macarro, Chairperson
P.O. Box 1477 Luiseno
Temecula , CA 92593
tbrown@pechanga-nsn.gov
(951) 676-2768
(951) 695-1778 Fax

Soboba Band of Mission Indians
Chairperson
'.O. Box 487 Luiseno
San Jacinto , CA 92581
thill@soboba-nsn.gov
951) 654-2765
951) 654-4198 - Fax

Willie Pink
48310 Pechanga Road Luiseno
Temecula , CA 92592
wjpink@hotmail.com
(909) 936-1216
Prefers e-mail contact

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native American with regard to cultural resources for the proposed, SCH#2006071002; CEQA Notice of Completion; draft Environmental Impact Report (DEIR) for the Tres Cerritos East Specific Plan; City of Hemet; Riverside County, California.

LETTER "A-2" RESPONSE

ATTACHMENT COMMENT A-2

Response to Comment A-2 –

The Native American Contacts list for Riverside County that was provided (dated April 28, 2008) was identical to the list previously used to conduct the Native American consultation process as described above.

Native American Contacts
Riverside County
April 28, 2008

LETTER A-2

Soboba Band of Luiseno Indians
DARREN HILL, Cultural Resources Manager
P.O. Box 487 Luiseno
San Jacinto , CA 92581
dhill@soboba-nsn.gov
(951) 654-2765
FAX: (951) 654-4198

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native American with regard to cultural resources for the proposed, SCH#2006071002; CEQA Notice of Completion; draft Environmental Impact Report (DEIR) for the Tres Cerritos East Specific Plan; City of Hemet; Riverside County, California.

LETTER "A-2" RESPONSE

(Intentionally left blank)

LETTER B

May 21, 2008

City of Hemet - Planning
RECEIVED
MAY 27 2008
PROJECT NO.(S)

Bernard Chase
City of Hemet
Planning Department
445 E Florida Avenue
Hemet, CA 92543

Dr. Phillip O. Pendley
Superintendent

Mary Wulfsberg
Deputy Superintendent
Richard M. Beck
Assistant Superintendent
LaFaye Platter
Assistant Superintendent
Dr. Caryl Miller
Assistant Superintendent

Professional Development Service Center
1791 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-5115

Professional Development Academy
2085 W. Acacia Avenue
Hemet, CA 92545
(951) 765-5100
Fax: (951) 765-6421

www.hemetusd.k12.ca.us

Governing Board
Mike Cook
Dr. Gregg Figgins
Charlotte Jones
David Peters
Phyllis Petri
Bill Sanborn
Joe Wojcik

Re: Tres Cerritos East Specific Plan Amendment Draft Environmental Impact Report

Mr. Fink,

The Hemet Unified School District (District) has reviewed the DEIR for Tres Cerritos East Specific Plan Amendment and would like to make the following comments and recommendations prior to the City approving the project.

B-1

The Tres Cerritos East project is comprised of a total of 787 residential units. Based on a K-12 student yield factor of 0.6633, this project may generate a total of 522 K-12 students. Breaking this down to K-5 students only, applying a student yield factor of 0.3127 would generate 246 K-5 students from this project. Currently, the District only has one elementary school (Cawston Elementary) servicing K-5 students northwest of Florida and Sanderson Avenues. Cawston Elementary is serving students beyond its intended capacity.

The District is in critical need of an elementary school site in this area. The elementary school would serve students generated by this project as well as other neighboring projects that have already been approved or are in the process, including Canyon Trails, Garrett Ranch, Tres Cerritos West and Florida Promenade (Hemet 55).

If the proposed project is implemented, the District will be significantly impacted. The District requests that an option for a 12 acre school site be included in the Tres Cerritos East Specific Plan, or another neighboring plan. The District is willing to meet with the City and all involved consultants and developers to discuss the appropriate location for a 12 acre school site.

Please contact me at your earliest convenience at (951) 765-5100 x5465.

Sincerely,

Jesse Bridwell,
Facilities Planner

cc:
Gary Fink, ARCADIS
Ron Running, City of Hemet
Mel Mercado, Corman Leigh Communities

LETTER "B" RESPONSE

HEMET UNIFIED SCHOOL DISTRICT

Response to Comment B-1 –

As discussed in Section 3.12.3.1.4, *Schools*, and Mitigation Measure PSU-5 in the DEIR, the developer shall pay school impact fees and/or land and improvements pursuant to the requirements of SB 50. The requirements of the school impact fees shall be established in accordance with State formulas for determining developer fees.

Hemet Unified School District indicated that an existing K-6 elementary school (Cawston Elementary), on the northeast corner of Cawston Avenue and Menlo Road, is already in close proximity to the Proposed Project. Thus, it was their opinion that an elementary school site was not necessary within the Proposed Project. In addition, the Garratt Ranch Specific Plan, directly to the west of the Proposed Project, already proposed to include an elementary school within its specific plan boundaries.

TATE OF CALIFORNIA
UBLIC UTILITIES COMMISSION
20 WEST 4TH STREET, SUITE 500
OS ANGELES, CA 90013

ARNOLD SCHWARZENEGGER, *Governor*

LETTER C

May 23, 2008

MAY 27 2008

Ron Running
City of Hemet
444 E. Florida Avenue
Hemet, CA 92543-4209

Dear Mr. Running:

Re: SCH# 2006071002; Tres Cerritos East Specific Plan Amendment

The California Public Utilities Commission (Commission) has jurisdiction over the safety of highway-rail crossings (crossings) in California. The California Public Utilities Code requires Commission approval for the construction or alteration of crossings and grants the Commission exclusive power on the design, alteration, and closure of crossings.

C-1 The Commission Rail Crossings Engineering Section (RCES) is in receipt of the *Notice of Completion & Environmental Document Transmittal-DEIR* from the State Clearinghouse. In July 2006, RCES submitted comments in response to the NOP for this project. Our correspondence today reiterates those previous comments and provides recommendations relative to developing 787 residential dwelling units on 164.4 acres of land at Cawston Avenue and Devonshire Avenue (lat= 33.750463, long= -117.014866) which may increase traffic volumes not only on streets and at intersections, but also at the nearby Sanderson Avenue (DOT# 027370G), Stetson Avenue (DOT# 027368F), and Lyon Avenue (DOT# 027372V) crossings. This includes considering pedestrian circulation patterns/destinations with respect to the BNSF Railway Company right-of-way.

C-2 Mitigation measures to consider include, but are not limited to, the planning for grade separations for major thoroughfares, improvements to existing at-grade highway-rail crossings due to increase in traffic volumes and continuous vandal resistant fencing or other appropriate barriers to limit the access of trespassers onto the railroad right-of-way.

If you have any questions, please contact Varouj Jinbachian, Senior Utilities Engineer at 213-576-7081, vsj@cpuc.ca.gov, or me at rxm@cpuc.ca.gov, 213-576-7078.

Sincerely,

Rosa Muñoz, PE
Utilities Engineer
Rail Crossings Engineering Section
Consumer Protection & Safety Division

C: John Shurson, BNSF

LETTER "C" RESPONSE

STATE OF CALIFORNIA PUBLIC UTILITIES COMMISSION

Response to Comment C-1 –

Comment is acknowledged and concerns regarding increasing traffic volumes, pedestrian circulation patterns, and destinations with respect to the BNSF right-of-way will be forwarded to the decision makers for consideration.

Response to Comment C-2 –

The City of Hemet, developer, and involved parties will discuss potential mitigation measures as they relate to pedestrian safety and traffic circulation issues that may occur as a result of crossing the BNSF Railway Company's right-of-way.

LETTER D

VALLEY-WIDE RECREATION & PARK DISTRICT
P.O. Box 907 • 901 W. Esplanade Avenue
San Jacinto, CA 92581
(951) 654-1505 - District Office

May 20, 2008

MAY 27 2008

Ron Running
City of Hemet
445 E. Florida Avenue
Hemet, California 92543

Re: Tres Cerritos East Specific Plan Amendment

Dear Mr. Running:

Valley-Wide Recreation and Park District is in receipt of the Tres Cerritos East Specific Plan Amendment and has the following concerns:

D-1 787 dwelling units are stated on page ES-4 and it indicates a total of 20.1 acres of park acreage which is not usable as park acreage. A 10.4 linear park that is in an easement owned by the Metropolitan Water District and a 3.7 acre private park leaves only 6 acres of park acreage which is divided into three (3) two (2) acre parks. Is this for real? What a poor excuse for parks...keep in mind that the 10 acre linear park as it is designated is there regardless of development. It is an additional amenity above and beyond set standards. Development should be required to improve said property in addition to a 10 acre active park in one central location. The city should ask for quality not quantity.

D-2 Page 3.13-4 Impact Analysis states "6 acres of public parks among three park sites located within the development". This is poor planning. Three (3) two (2) acre parks are mini parks which do not allow for active recreational uses. They become hang outs and crime zones. Further, they appear to be detention or water quality basins. These parks are similar to the Lennar Tract adjacent to West Valley High School. Are these parks useable and functional today? Upon visits, I would say no. Development should be conditioned to provide a 10 acre active park in one central location.

District Office: 901 West Esplanade Avenue • San Jacinto, CA 92582 • (951) 654-1505 • Fax (951) 654-5279
Menifee Office: 30627 Menifee Road • Menifee, CA 92584 • (951) 672-6744 • Fax (951) 672-6740
Valle Vista Community Center: 43935 Acacia Avenue • Hemet, CA 92544 • (951) 927-6873 • Fax (951) 927-0793
Winchester Community Center • 32655 Haddock Street • Winchester, CA 92596 • (951) 926-5917 • Fax (951) 926-5918
Rancho Bella Vista Community Center: 31757 Browning Street, Murrieta, CA 92563 • (951) 894-1468 • Fax (951) 894-1470

LETTER "D" RESPONSE

VALLEY- WIDE RECREATION & PARK DISTRICT

Response to Comment D-1 – D-2

Comment is acknowledged and the matter regarding the acreage and configuration of the dedicated parkland will be forwarded to the decision makers for consideration. On-going negotiations between the City of Hemet and the developers may also amend the total park acreage proposed for the project.

Additionally, the project is required to comply with the City of Hemet Municipal Code Section 70-281 through 70-287 regarding parkland dedication and/or fee provision, and dedication of parkland would satisfy the City Municipal Code requirement (Section 70-281 and 70-285). (Ord. No. 1564, § 2, 7-29-97; Ord. No. 1786, § 1, 8-28-07)

Pursuant to Section 70-285, the standard for dedication of land in lieu of the park development fee is five acres per 1,000 people. The standard for the number of people per dwelling unit shall be two for each unit with two bedrooms or less, and three for each unit with three bedrooms or more.

According to DEIR Section 3.13.3.3, *Impact Analysis*, the project would result in the addition of 787 residential units (approximately 1,968 residents) to the area. Based on Section 70-285, the Proposed Project is required to have 9.84 acres of park land area. The Proposed Project is providing 14.0 acres of park land area.

The decision of the approval body to accept land dedication shall be determined by consideration of: topography, geology, access and location of land in the subdivision available for dedication; size and

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LETTER "D" RESPONSE

shape of the subdivision and land available for dedication; feasibility of dedication; compatibility of dedication with the open space conservation and parks element of the general plan; and availability of previously acquired park property. (Section 70-286.)

At the time of approval of the tentative map, the approval body shall determine the land to be dedicated, its configuration and the park development fees to be paid, or both, by the developer. The dedication of land shall be made prior to the approval of the final map. The fees shall be due and payable with the application for building permits.

LETTER D

Ron Running
May 20, 2008
Re: Tres Cerritos East Specific Plan Amendment
Page 2

D-3 Page 4.5.13 Recreation states "The increase in population that could result from implementation of the Proposed Project, in conjunction with other development projects in the region, could affect regional recreational resources in the City of Hemet and Riverside County." An increase in population will result from implementation of the Proposed Project and if the development of on-site facilities at other development projects in the region are held to the same low standard as this Specific Plan they will not "negate the potential cumulative impacts to recreation resources" in the region.

D-4 Ninety-three percent (93%) of the proposed dwelling units are on small lots (6,000 square feet or less). The City should look to lessons learned from KB Home development of Belmonte-Seville next to Four Seasons; small lots, no parking and no sidewalks leaves a community with streets littered with cars; exhibited in said subdivision still evidenced today. Why replicate a poor planning decision?

D-5 Since this is a Specific Plan, more than the minimum should be demanded. Require development agreement to insure maximum benefit based on population for the City and the region.

Sincerely,

Samuel W. Goepp, General Manager
Valley-Wide Recreation and Park District

cc: Mayor Marc Searl

LETTER "D" RESPONSE

VALLEY- WIDE RECREATION & PARK DISTRICT

Response to Comment D-3 –

Comment is acknowledged and the matter regarding the potential cumulative impacts to recreational resources will be forwarded to the decision makers for consideration. However, it is not the responsibility of one project site developer to provide parkland for the entire developing community but, rather, an equitable portion as determined by the decision makers.

Response to Comment D-4 –

Comment is acknowledged and the matter regarding the percentage of the proposed dwelling unit lot sizes with lots that are 6,000 square feet or less will be forwarded to the decision makers for consideration. Pursuant to the City of Hemet park requirements, The Proposed Project is required to provide 3.7 acres of park based on the number of proposed lots under 6,000 square feet. The Proposed Project is providing 10.7 acres of park, which is almost three times more than what the City is requiring.

Response to Comment D-5 –

Comment is acknowledged and concerns regarding the development agreement of this SPA will be forwarded to the decision makers for consideration.

SOUTHERN CALIFORNIA EDISON
An EDISON INTERNATIONAL Company

Viet Tran
Region Manager
Public Affairs

LETTER E

May 21, 2008

Bernard Chase
Project Planner
City of Hemet
445 E. Florida Avenue
Hemet, CA 92543-4209

Re: Notice of Availability of a Draft Environmental Impact Report (Draft EIR) for Tres Cerritos East Specific Plan Amendment

Dear Mr. Chase:

Southern California Edison (SCE) appreciates the opportunity to provide comment on the Draft EIR for Tres Cerritos East Specific Plan Amendment. The project description provided in the Draft EIR states the project is a proposal for the development of 165 acres, the majority of which is part of the original Hemet Valley Country Club Estates Specific Plan area. The proposed project will allow for the development of 787 homes and is located in the northwestern portion of Hemet next to the topographic feature known as Tres Cerritos Hills. Interstate 10 is located ten miles to the north of the project site, Interstate 215 nine miles to the west and Highway 74 one half mile south.

SCE's comments regarding the proposed project address electric service provision, potential impacts to existing SCE facilities, and the California Public Utilities Commission (CPUC) process for implementing the requirements of the California Environmental Quality Act (CEQA). Our comments are provided below under the following headings: *Electric Service Provision, Impacts to SCE Facilities, and CPUC CEQA Requirements*.

Electric Service Provision

E-1 SCE is the provider of electricity for this project. This letter is to advise the City of Hemet and the project developer that the electrical loads of this project have been determined to be within the parameters of the projected load growth which SCE is planning to meet in this area.

26100 Menifee Road
Romoland, CA 92585-9752
951-928-8352
Fax 951-928-8308

1

LETTER "E" RESPONSE

SOUTHERN CALIFORNIA EDISON

Response to Comment E-1 –

The City of Hemet appreciates your comment that the electrical loads of this project have been determined to be within the parameters of the projected growth which SCE is planning to meet. It does not appear to raise an existing environmental issue or a comment on this document. Your comment will be referred to the decision makers for consideration.

LETTER E

SCE undertakes expansion and/or modification of its electric systems and infrastructure to serve the load growth of existing customers and new projects. Since SCE's electrical system is provided by a network of facilities (SCE's electrical distribution, transmission, and generation systems), SCE appreciates your notifying us of these development plans in order to assist us in determining the future electrical needs of this area.

E-1 Cont. If the project is within the projected load growth for this area, SCE is basically stating that the total system demand is expected to continue to increase annually; however, excluding any unforeseen problems, SCE's plans for new distribution resources indicate that our ability to serve all customers' loads within this area are in accordance with SCE's Design Standards, rules and tariffs, and will be adequate for the next ten years. SCE completes all work in accordance with the rules and tariffs as authorized by the CPUC and other governing entities. Any cumulative impacts related to electric service would be addressed through this process.

E-2 Please note that although SCE is currently capable of serving project loads, the developer will be responsible for the costs of any new distribution and/or line extension work, per SCE's CPUC-approved tariff Rules 15 and/or 16, and of any relocation of facilities required to accommodate the distribution line and/or service extensions required by SCE to serve the project. In addition, it is essential the developer review and/or discuss with SCE what measures can be taken to assure optimal conservation measures within this project's boundaries that will contribute to the overall energy savings goals of SCE and California.

Impacts to Existing SCE Facilities

E-3 In the event the project impacts SCE facilities or its land related rights, please forward five (5) sets of plans depicting SCE's facilities and associated land rights to the following location:

Real Estate Operations
Southern California Edison Company
14799 Chestnut Street
Westminster, CA 92683

CPUC CEQA Requirements

E-4 When development plans result in the need to build new, or relocate existing, SCE electrical facilities that operate at or above 50 kV, the SCE construction may have environmental consequences subject to CEQA provisions, as implemented by the CPUC. If those environmental consequences are identified and addressed by the local agency in the CEQA process for the larger project, SCE may not be required to pursue a later, separate, mandatory CEQA review through the CPUC's General Order 131-D

2

LETTER "E" RESPONSE

SOUTHERN CALIFORNIA EDISON

Response to Comment E-2 –

Comment is acknowledged that the developer will be responsible for the costs of any new distribution or line extension work and any relocation of facilities required to accommodate the distribution line or service.

Response to Comment E-3 –

Comment is acknowledged that if the proposed project impacts SCE facilities, the requested information will be sent to SCE's real estate operations.

Response to Comment E-4 –

Comment is acknowledged regarding the potential for CPUC CEQA requirements and approval delay if relocation or construction of 50kV facilities are not adequately addressed in the DEIR. This comment will be referred to the decision makers for consideration.

LETTER E

E-4 Cont. (GO 131-D) process. If the SCE facilities are not adequately addressed in the Draft EIR and the new facilities could result in significant environmental impacts, the required additional CEQA review could delay approval of the SCE power line portion of the project for up to two years or longer.

Once again, we thank you for the opportunity to comment on the Draft EIR for this project and respectfully request a copy of the Final EIR when it becomes available. If you have any questions regarding this letter, please do not hesitate to contact me at (951) 928-8352.

Sincerely,

Viet Tran
Region Manager

3

LETTER "E" RESPONSE

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LETTER F

Department of Toxic Substances Control

Linda S. Adams
Secretary for
Environmental Protection

Maureen F. Gorsen, Director
5796 Corporate Avenue
Cypress, California 90630

Arnold Schwarzenegger
Governor

May 30, 2008

2008

Mr. Ron Running
City of Hemet, Planning Department
448 East Florida Avenue
Hemet, California 92543

NOTICE OF COMPLETION OF A DRAFT ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE TRES CERRITOS EAST SPECIFIC PLAN AMENDMENT PROJECT, CAWSTON AVENUE/DEVONSHIRE AVENUE, HEMET, RIVERSIDE COUNTY, (SCH#2006071002)

Dear Mr. Running:

The Department of Toxic Substances Control (DTSC) has received your submitted Draft Environmental Impact Study and appendices for the above-mentioned project. The following project description is stated in your document: "A Specific Plan Amendment, Tentative parcel map, and Development Agreement to develop 787 residential dwelling units on 165.8 acres of land."

Most of the issues identified in DTSC's letter to the City of Hemet, dated August 4, 2006 for the previous CEQA document have been addressed. DTSC has the following comment.

F-1 1) In future CEQA documents please provide the contact person's email address. Also, if the project title changes, please provide historical project title(s), full property address and zipcode.

Printed on Recycled Paper

LETTER "F" RESPONSE

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Response to Comment F-1 –

The City of Hemet appreciates your comment regarding providing the contact person's e-mail address and additional project information if changes occur. It does not appear to raise an environmental issue or a comment on this document. Your comment will be referred to the decision makers for consideration.

LETTER F

Mr. Ron Running
May 30, 2008
Page 2

If you have any questions regarding this letter, please contact Ms. Teresa Hom, Project Manager, at thom@dtsc.ca.gov or by phone at (714) 484-5477.

Sincerely,

for Mr. Greg Holmes
Unit Chief
Brownfields and Environmental Restoration Program - Cypress

cc: Governor's Office of Planning and Research
State Clearinghouse
P.O. Box 3044
Sacramento, California 95812-3044
state.clearinghouse@opr.ca.gov.

CEQA Tracking Center
Department of Toxic Substances Control
Office of Environmental Planning and Analysis
1001 I Street, 22nd Floor, M.S. 22-2
Sacramento, California 95814
gmoskat@dtsc.ca.gov

CEQA#2137

LETTER "F" RESPONSE

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Attachment No. 1c

Statement of Facts & Overriding Considerations

ENVIRONMENTAL FINDINGS OF FACT
AND
STATEMENT OF OVERRIDING CONSIDERATIONS
ON THE
ENVIRONMENTAL IMPACT REPORT

FOR THE

TRES CERRITOS EAST SPECIFIC PLAN AMENDMENT (06-001)

Prepared for:
City of Hemet
Planning Department
445 E. Florida Avenue
Hemet, CA 92543
(951) 765-2375

Contact: Ronald Running, Project Planner

Prepared by:
David Leonard Associates
1770 Iowa Avenue, Suite 100
Riverside, CA 92507

Contact: David Leonard

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SECTION 1

INTRODUCTION

The findings and determinations contained herein are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project and the EIR. The findings and determinations constitute the independent findings and determinations by this City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

Although the findings below identify specific sections within the Draft and Final EIRs in support of various conclusions reached below, the City Council incorporates by reference and adopts as its own, the reasoning and analysis set forth in both the Draft and Final EIR and thus relies on that reasoning, even where not specifically mentioned or cited below, in reaching the conclusions set forth below, except where additional evidence is specifically mentioned. This is especially true with respect to the Council's approval of all mitigation measures recommended in the Final EIR, and the reasoning set forth in responses to comments in the Final EIR. The City Council further intends that if these findings fail to cross-reference or incorporate by reference any other part of these findings, any finding required or permitted to be made by this City Council with respect to any particular subject matter of the Project must be deemed made if it appears in any portion of these findings or findings elsewhere in the record. The Final EIR, comments and responses to comments and all appendices are hereby fully incorporated herein by this reference.

The custodian of the documents and other materials that constitute the administrative record of proceedings upon which the Council's decision is based are located at the City of Hemet Planning Department 445. E. Florida Avenue, Hemet,CA 92543. The custodian of records is the City Clerk.

SECTION 2

THE PROJECT

A. Project Description

The Tres Cerritos East Specific Plan Amendment No. 06-001 is located in northwest Hemet at the southwesterly base of the Tres Cerritos Hills. The site is bound by Devonshire Avenue along the south, Cawston Avenue along the east, Menlo Avenue along the north, and the Tres Cerritos Hills complex along the west. The project area has been the subject of a number of specific plan actions that are summarized under B. Background.

B. Background

The original Tres Cerritos Country Club (TCCC) Specific Plan No. 90-009 encompassed 336 acres with 641 dwelling units. The TCCC Specific Plan was amended in 1999 under Ordinance 1608 and renamed the Hemet Valley Country Club Estates, (HVCCE). That amendment modified residential product types resulting in an increase in the number of residential units from 641 to 710.

The Tres Cerritos West Specific Plan Amendment No. 03-002 was adopted in 2004 encompassing the westerly 121.3 acres of the original 190-acre HVCCE plan. This

amendment established 177 lots over 53.1 acres, 59.1 acres of natural open space, 5.6 acres of parks and pedestrian paseos, and a 3.5 acre vernal pool conservation area.

The Tres Cerritos East Specific Plan Amendment area includes the remaining original project area, plus an additional 17.0 gross acres located at the northeast corner of Myers Street and Devonshire Avenue, for a total project area of 162.8 acres. The project area is now divided among three ownerships. The plan converts 50.89 acres of the original golf course uses to residential uses. With the inclusion or conversion of additional acreage for residential use, the plan now has a total of 754 dwelling units supported by parks, open space, and drainage facilities. The total area now comprised of Tres Cerritos West and Tres Cerritos East is 352.9 acres.

B. Objectives

The primary Project objectives are as follows:

- Develop 754 residential homes that include single-family detached units on lots ranging from 4000 to 10,000 square feet, and multiple family units.
- Develop improved community recreation areas, as either public facilities, to be maintained through and Landscape. Lighting, and Maintenance District; or as private facilities to be owned and operated by a homeowner's association.
- Improve east to west circulation patterns between Menlo Road and Cawston Avenue
- Eliminate the previously approved golf course and club house
- Revise the approved drainage configuration to accommodate hillside ephemeral flows, in-tract urban runoff, and an on-site detention basin with "first-flush" functions.
- Revise the grading plan to reflect the currently development proposal.
- Amend approved development, architectural, and landscape standards to reflect current plans and development schemes.

SECTION 3

FINDINGS

Public Resources Code section 21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]" The same statute states that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects." Section 21002 goes on to state that "in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof."

The mandate and principles announced in Public Resources Code section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which EIRs are required. (See Pub. Resources Code, § 21081, subd. (a); CEQA Guidelines, § 15091, subd. (a).) For each significant environmental effect identified in an EIR for a proposed project, the approving agency must issue a written finding reaching one or more of three permissible conclusions. The first such finding is that "[c]hanges or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR." (CEQA Guidelines, § 15091, subd. (a)(1).) The second permissible finding is that "[s]uch changes or alterations are within the

responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency." (CEQA Guidelines, § 15091, subd. (a)(2).) The third potential conclusion is that "[s]pecific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR." (CEQA Guidelines, § 15091, subd. (a)(3).) Public Resources Code section 21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors." CEQA Guidelines section 15364 adds another factor: "legal" considerations. (See also *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 565 (*Goleta II*).)

The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project. (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417.) "'[F]easibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors." (*Ibid.*; see also *Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 715.)

CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environmental impacts that would otherwise occur. Project modification or alternatives are not required, however, where such changes are infeasible or where the responsibility for modifying the Project lies with some other agency. (CEQA Guidelines, § 15091, subd. (a), (b).)

With respect to a project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects." (CEQA Guidelines, §§ 15093, 15043, subd. (b); see also Pub. Resources Code, § 21081, subd. (b).) The California Supreme Court has stated, "[t]he wisdom of approving . . . any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced." (*Goleta II*, *supra*, 52 Cal.3d at p. 576.)

These findings constitute the City Council members' best efforts to set forth the evidentiary and policy bases for its decision to approve the Project in a manner consistent with the requirements of CEQA. To the extent that these findings conclude that various proposed mitigation measures outlined in the Final EIR are feasible and have not been modified, superseded or withdrawn, the City hereby binds itself to implement these measures. These findings, in other words, are not merely informational, but rather constitute a binding set of obligations that will come into effect when the Council adopts a resolution approving the Project.

These findings do not repeat the full discussions of environmental impacts contained in the EIR. The Council ratifies, adopts and incorporates the analysis, explanation, findings, responses to comments and conclusions of the EIR. The Council adopts the reasoning of the EIR, of City staff reports, and of City staff and the presentations provided by the Project Sponsor.

At a meeting assembled on _____,2011, the Planning Commission of the City of Hemet recommended to the City Council that, based upon all the evidence presented, including but not limited to the Final EIR, written and oral testimony given at the meetings and hearings, and submission of testimony from the public, organizations, and regulatory agencies,

the following impacts associated with the Project are: (1) less than significant and do not require mitigation; or (2) potentially significant and each of these impacts will be avoided or reduced to a level of insignificance through the identified mitigation measures and/or implementation of an environmentally superior alternative to the Project; or (3) significant and cannot be fully mitigated to a level of less than significant, but will be substantially lessened to the extent feasible by the identified mitigation measures.

SECTION 4

ENVIRONMENTAL IMPACTS NOT REQUIRING MITIGATION

The City Council of the City of Hemet hereby finds that the following potential environmental impacts of the Project are less than significant and therefore do not require the imposition of mitigation measures. The Council again ratifies, adopts and incorporates the full analysis, explanation, findings, responses to comments and conclusions of the EIR.

A. Agricultural Resources

1. **Termination of Williamson Act Contracts**: The proposed project is not within an area identified as being part of a Williamson Act contract. Therefore, no impact to the termination of a Williamson Act contract would occur.

2. **Conflict with Existing Zoning for Agricultural Use**: The proposed project is zoned as Specific Plan (SP) and is not currently use.

3. **Involve changes in the existing environment, which due to their location or nature, could individually of cumulatively result in substantial loss of farmland for non-agricultural use:** The proposed project is not located in an area, nor by its nature, would result in substantial loss of farmland for non-agricultural use.

4. **Conversion of State Designated Farmland**: The proposed project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use, as lands within the proposed project are not located within any of these mapped designations.

5. **Substantially impair the productivity of adjoining agricultural areas:** There are no agricultural uses on lands that adjoin the proposed project.

6. **Result in introduction of, or a substantial increase pests and/or disease in, nearby agricultural areas**: The nature of the proposed project would not result in increased pests and/or disease in nearby agricultural areas.

B. Land Use

1. **Physically divide an established community:** The proposed project, as urban infill, will introduce drainage facilities, circulation links, recreation facilities, and residential development that will resolve existing problems in the area.

2. **Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the proposed project.:** The proposed project has been prepared in accordance with the Government Code and General Plan, and is consistent with the policies of the General Plan. The proposed project results in an increase in recreation facilities and decrease in the average density of development as compared to the adopted specific plan.

3. **Conflict with any adopted environmental plans and goals of the community where it is located, or Conflict with any applicable habitat conservation plan or NCCP:** The proposed project will not conflict with any adopted environmental plans and goals of the community because it would not impact sensitive habitat, nor would it conflict with the Multi-Species Habitat Conservation Plan (MSHCP).

SECTION 5

ENVIRONMENTAL IMPACTS MITIGATED TO A LEVEL OF LESS THAN SIGNIFICANT

The City Council of the City of Hemet hereby finds that the following environmental impacts identified in the Final EIR and potentially significant, but can be mitigated to less than significant levels through the implement imposition of mitigation measures and or conditions identified in the Final EIR and summarized below. The Council again ratifies, adopts and incorporates the full analysis, explanation, findings, responses to comments and conclusions of the EIR.

A. Aesthetics/Visual Resources

1. **Substantially degrade the existing visual character or quality of the site and its surroundings.**

   Finding: The proposed project would change the visual character of the site and its surroundings by replacing vacant undeveloped land with residential uses, roadways, and parks. Development of the site would partially block the view of the San Jacinto Mountains to the north/northeast and the Lakeview Mountains to the west. The effect of blocking views of these resources would be significant without mitigation. However, the design and construction of the development would be consistent with the existing and planned developments in the area, but visual impacts would still occur given that the site is currently vacant and undeveloped. Implementation of Mitigation Measures VR-1 – VR-3 will reduce impacts to a level that is less than significant.

   Mitigation Measure VR-1: Hillside development shall be limited to slopes of less than 25 percent. Public access to hillside areas shall be restricted and the rocky uplands of the Tres Cerritos Hills shall be preserved as dedicated open space for habitat preservation purposes and for visual purposes. (Note: the rocky uplands of the Tres Cerritos Hills has been dedicated to the City of Hemet as natural open space).
   Mitigation Measure VR-2: At the time a discretionary permit is filed, the applicant shall provide a rough grading plan to the satisfaction of the city engineer. Landscape plans shall be prepared by a licensed landscape architect or a contractor to the satisfaction of the planning director and city engineer. A tree preservation plan shall be prepared, if feasible, and a map of rock

outcroppings on and within 100 feet of the project shall be prepared in an attempt to preserve these on-site resources.

Mitigation Measure VR-3: Landscape and revegetation of graded slopes shall occur as soon as possible after grading to minimize the potential erosion as well as to reduce the potential for visual and aesthetic impacts.

2. **Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.**

   Finding: The proposed project would include exterior lighting for public safety and security. While the proposed development would increase the lighting in the vicinity of the proposed project, the impacts would be less than significant with adherence to the City's lighting policies and implementation of Mitigation Measure VR-4

   Mitigation Measure VR-4: The applicant shall adhere to the City's exterior lighting policies and shall incorporate shielding of fixtures to minimize ambient lighting in and adjacent to natural open space areas. Street and parking lot lighting shall be designed with internal baffles to direct lighting toward the ground and have a zero side angle cutoff to the horizon. The applicant shall incorporate a prohibition on floodlights and other ambient lighting by homeowners in or adjacent to the natural open space areas.

B. Biological Resources

1. **Have a substantial adverse affect, either directly or through habitat, modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plan. Policies, or regulations by the CDFG or the USFWS**

   Finding: The burrowing owl and its habitat would by directly impacted by the proposed project. Potential impacts could consist of destruction of habitat within the home range and possible disturbance or destruction of up to two breeding owl pairs and their young. The Smooth Tarplant would be directly impacted by the proposed project. Implementation of Mitigation Measures BIO-1 through BIO-2 will reduce impacts to a level that is less than significant.

   Mitigation Measure BIO-1: The proposed project shall participate in the Western Riverside County MSHCP through payment of fees in compliance with MSHCP Volume 1 of 4, Part 2 of 2, Appendix C, Best Management Practices.

   Mitigation Measure BIO-2: Rare plant surveys shall be conducted during the spring blooming period on the western 80-acre portion of the site.

2. **Have a substantial adverse affect on federally-protected wetlands as defined by Section 404 of the CWA, (including, but not limited to, marsh, vernal pool, coastal), through direct removal, filling, hydrological interruption, or other means.**

   Finding: The project site has the potential to support the federally listed and endangered Riverside Fairy Shrimp and the federally listed threatened vernal pool fairy shrimp. On the eastern portion of the 80-acre site 0.1 acre of non-wetlands water of the United States and 0.2 acre of CDFG streambed would be

directly impacted by the proposed project. Implementation of Mitigation Measures BIO-3 through BIO-4 will reduce impacts to a level that is less than significant.

Mitigation Measure BIO-3: An additional assessment shall be conducted during the wet season and spring blooming season to determine the presence/absence of vernal pool habitat on the western 80-acre portion of the site.

A vernal pool habitat assessment on the western 80-acre portion of the site is unnecessary. The wet season fairy shrimp survey encompassed 11 surveys that began in late December 2007 and extended through mid-April 2008, and remain within the five-year window of report acceptability. The entire property was inspected for this series of surveys. No vernal pool plant species were observed. If indicator plant species for vernal pools were present, they would have been noted during these wet season fairy shrimp surveys. The findings of these studies can be found in the Biological Assessment dated 3/20/09.

Mitigation Measure BIO-4: Wet season fairy shrimp surveys shall be conducted during the wet season.

Wet season fairy shrimp surveys shall be conducted during the wet season. The survey protocol for fairy shrimp requires two seasons of surveys and such a survey was only performed for the eastern half of the 160 acres of the site. Two wet season surveys or one wet season survey and one dry season survey will be required. Due to the one- to two-year shelf life for protocol fairy shrimp surveys, the site must be surveyed again in its entirety prior to the approval of an implementing Tentative Tract Map to create buildable lots. These surveys must begin with the first fall rains and last until the pools dry out or until 10 or 12 surveys have been done. A dry season survey may also suffice after the pools dry out in late spring or early summer The findings of these studies can be found in the Biological Assessment dated 3/20/09.

3. **Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.**

Finding: The burrowing owl and its habitat would by directly impacted by the proposed project. Potential impacts could consist of destruction of habitat within the home range and possible disturbance or destruction of up to two breeding owl pairs and their young. Implementation of Mitigation Measures BIO-5 will reduce impacts to a level that is less than significant.

Mitigation Measure BIO-5: A burrowing owl survey shall be conducted during the spring burrowing owl nesting season on the western 80-acre portion of the site.

Finding: If vegetation clearing activities are scheduled to occur between January 1 and August 31 of any given year, surveys must be conducted to determine the presence of any nesting birds prior to construction. If nests are found for bird species that are protected under the Migratory Bird Treaty Act, (MBTA), then vegetation clearing shall either be deferred until after the breeding season, or avoidance of impacts to the nests. Two burrowing owls were found and reported in the Biological Assessment dated 3/20/09. Further burrowing owl surveys will be conducted prior to issuance of grading permits.

4. **Conflict with local policies protecting biological resources, such as tree preservation, policies or ordinances; or with the provisions of an adopted HCP, NCCP, or other approved local, state, or regional HCP.**

Finding: The presence and potential limits of areas under jurisdiction of the CDFG, and the RWQCB will be identified and quantified under a jurisdictional delineation. Implementation of Mitigation Measures BIO-6 through BIO-15 will reduce impacts to a level that is less than significant.

Mitigation Measure BIO-6: A jurisdictional delineation shall be conducted to identify the presence of US Army USACE and CDFG jurisdictional wetlands as well as non-wetlands Waters of the United States and CDFG streambeds on the western 80-acre portion of the site

A jurisdictional field survey of the entire 160-acres was done in September 2008 and final report issued and delivered to the City on 17 February 2009, which remains within the five-year window of acceptability. The survey identified 0.64 acres of Army Corps jurisdicational waters and 1.03 acres of Waters of the State. In the interim, the Army Corps of Engineers determined that an adjoining downstream project, (Florida Promenade Specific Plan Amendment, File No. SPL-2009-00750-JPL), was not subject to their jurisdiction under Section 404 of the Clean Water Act. This renders TCE property as isolated and therefore non-jurisdictional.

Mitigation Measure BIO-7: If proposed, fuel modification shall be assessed as a portion of the project's biological impacts once detailed engineering plans are complete.

Mitigation Measure BIO-8: The applicant shall provide MSHCP Local Development Mitigation Fees in accordance with the MSHCP requirements. These fees currently range from $937 to $1,801 per residential dwelling unit depending upon density per acre.

Mitigation Measure BIO-9: The application shall provide fee for mitigation of impacts to the Stephens Kangaroo Rat (SKR). The SKR fee established by Riverside County Ordinance 663.10 is currently $500 per gross acre.

Mitigation Measure BIO-10: The applicant shall pay fees for loss of Riversidean sage scrub, southern willow, and non-native grassland in accordance with MSHCP requirements.

Mitigation Measure BIO-11: For the eastern 80-acre portion of the site, impacts to the 0.1 acre of non-native wetland waters of the US would require issuance of a Department of the Army permit, (likely a Nationwide permit), and 401 Certification from the RWQCB. Impacts to the 0.2 acre of CDFG streambed would require a Streambed Alteration Agreement.

Mitigation Measure BIO-12: The federally listed Riverside fairy shrimp and the federally listed vernal pool fairy shrimp have the potential to occur on site. If either of these species is found to occur on-site, consistency with Section 6.1.2 of the MSHCP would be required. Avoidance of impacts is preferred; however, if avoidance is not feasible, minimization of impacts shall occur, or compensatory mitigation, at a minimum 1:1 ratio, would be required. If compensatory mitigation

is the mechanism used, a Determination of Biologically Equivalent or Superior Preservation would be required.

Wet season surveys for fairy shrimp were conducted in 59 basins. Dry sampling was done in 42 basins. Fairy shrimp were detected in 38 basins with the wet season sampling and 26 basins with the dry season sampling. The fairy shrimp detected by dry sampling can only be identified to genus (i.e., *Branchinecta*) and there are listed and non-listed species in this region in this genus. There were also fairy shrimp in the *Branchinecta* genus detected in 7 basins during the wet season surveys that never matured. The *Branchinecta* individuals that were identified were a non-listed species (i.e., *Branchinecta lindahli*). No mitigation is necessary for impacts to this species.

Mitigation for fairy shrimp could occur at 1:1 as negotiated with the City and resource agencies. Due to the one- to two-year shelf life for protocol fairy shrimp surveys, the site must be surveyed again in its entirety prior to the approval of an implementing Tentative Tract Map to create buildable lots. These surveys must begin with the first fall rains and last until the pools dry out or until 10 or 12 surveys have been done. A dry season survey could be done after the pools dry out in late spring or early summer. The findings of the studies can be found in the Biological Assessment dated 3/20/09.

Mitigation Measure BIO-13: Loss of burrowing owl habitat would be mitigated by payment of the MSHCP fees. This shall include pre-construction surveys within 30 days prior to the onset of vegetation removal activities onsite.

If less than three burrowing owl pairs are detected, impacts to individual owls would be compensated by passive or active relocation. Any relocation shall be conducted outside of the nesting season (March 1 through August 31) to be consistent with the MSHCP and MBTA. Owl relocation shall adhere to the California Burrowing Owl Consortium's *Burrowing Owl Survey Protocol and Mitigation Guidelines (April 1993)*. If three or more pairs are detected, on-site preservation may be necessary, as the project site could be considered to have long-term habitat conservation value under the MSHCP.

Mitigation Measure BIO-14: Vegetation clearing, if conducted during the bird nesting season, pre-construction surveys for nesting birds shall be conducted to identify active nests and monitor construction activities to avoid impacts. If active nests can not be avoided during the nesting/breeding season, authorization to take any nests would be required through issuance of a Migratory Bird Permit from USFWS.

Mitigation Measure BIO-15: Potential offsite indirect impacts to the Hemet Vernal Pool Complex MSHCP Conservation Area would be mitigated through the implementation of an on-site Storm Water Pollution Prevention Permit (SWPPP) and standard erosion control and water quality Best Management Practices (BMPs).

C. Cultural Resources

1. **One isolated bedrock milling site exists in a slight state of decomposition within the project site. The site is not considered a 'historic resource' pursuant to CEQA Guidelines Section 15064.5 and no mitigation measures are required. However, during the Native**

American consultation pursuant to SB 18, the Morongo Band of Mission Indians requested that the rock containing the milling feature be relocated from the site to a location on the Morongo Indian Reservation.

Finding: The project site has the potential to yield subsurface historic resources. In the event that buried subsurface cultural materials are encountered during project grading or construction that could not be identified on the surface survey, mitigation measures have been identified below that would alleviate this impact to less than significant.

Mitigation Measure CR-1: In the event that any archaeological or historical resources or remains are uncovered during the course or project construction, ground-disturbing activities in the vicinity of the resources shall be redirected until the nature and extent can be evaluated by a qualified archaeologist and the Soboba, Morongo, and Pechenga Tribes. The archaeologist shall examine the area and determine the actions that may be needed to mitigate potential impacts. The City shall consult with the Tribes regarding the archaeologist's recommendations and then shall approve the recommended actions, as appropriate.

Work in the area of the previously unknown finds shall halt until impacts to the resources are addressed as directed by the City. Earth-moving shall be allowed to proceed through the site when the archaeological supervisor and the City, in consultation with Soboba, Morongo, and Pechenga Tribes, determine that the artifacts have been mitigated to the extent necessary.

Mitigation Measure CR-2: If human remains are encountered during any earth-moving activities, all work in the area shall stop, and the Riverside County Coroner shall be notified. State law dictates that the NAHC shall be notified in the event that the remains are determined to be human and of Native American descent. The City shall notify and consult with members of the Soboba and Pechanga Tribes in the event that the remains are of Native American descent to determine proper disposition of the remains.

D. Geology and Soils

1. **The proposed project would cause exposure of people to potential substantial adverse effects caused by strong seismic ground-shaking, including liquefaction.**

Finding: The project lies within a region of active faulting and seismicity in southern California. Potential regional sources for ground-shaking hazards include the San Andreas, San Jacinto, and Elsinore fault zones. There is a 10 percent probability that the design ground motion could be exceeded in 50 years and could produce a peak horizontal ground surface acceleration at the project site of 0.69g.

The proposed project would ultimately increase the number of people in the area, and therefore an increased number of people would be exposed to seismic hazards. Compliance with the UBC building construction hazards and federal and state Occupational Safety and Health Administration (OSHA) standards is expected to reduce onsite ground shaking hazards to acceptable levels, and would therefore result in a less than significant impact with mitigation

incorporated. Implementation of Mitigation Measures GM-1, GM-2, GM-3, GM-4. GM-5, GM-6, GM-7, GM-8, and GM-16 would reduce this impact to a level of insignificance.

2. **The proposed project would expose people or structures to substantial adverse effects caused by landslides.**

Finding: The potential for adverse risk associated with landslides for the majority of the proposed project is low. The project site is located primarily on an alluvial fan that is not prone to landslides, specifically the central and eastern portions of the proposed project site. On the western side of the proposed project site, construction of fill slopes less than 10 feet in height at a 2:1 slope ratio would mitigate potential liquefaction impacts in this area. Implementation of Mitigation Measures GM-10 and GM -11 would reduce this impact to a level less than significant for slope stability on the western side of the project site.

3. **The proposed project would potentially be located on a geological unit or soil that is unstable, or that would become unstable as a result of the proposed project.**

Finding: The near surface soils consisting of top soil, artificial fills and shallow alluvial soils are not suitable for the support of structural improvements or additional fills. The existing on-site near-surface alluvial soils and undocumented artificial soils are suitable for re-use as fill during proposed grading, from a geotechnical standpoint, provided that they are free of organic material. Implementation of Mitigation Measures GM-1, GM-2. GM-3, GM-4, GM-5, GM-6, GM-7, GM-8, GM-9, GM-12, GM-13, GM-14, GM-15, and GM-16 should reduce this impact to a level of insignificance.

4. **The proposed project would potentially be located on expansive or reactive soils that would create a substantial risk of life and property.**

Finding: On-site near surface soils are anticipated to generally be low to very high expansive. Clay layers with high plasticity index and expansive index (medium to high expansive) were encountered within the upper 10 feet of the soil borings. The alluvial soils in the central and eastern portions of the site can be excavated with heavy duty conventional grading equipment; however, the on-site soils may be moderately corrosive to any proposed concrete and buried metal improvements. Implementation of Mitigation Measures GM-1, GM-2, GM-3, GM-4, GM-5, GM-6, GM-7, GM-8, GM-9, GM-12, GM-13, GM-14, GM-15, and GM-16 should reduce this impact to a level of less than significant. Additional corrosion testing should be performed on representative finish grade soils at the completion of rough grading under the direction of a corrosion consultant. Concrete foundations in contact with site soils should be designed in accordance with Table 19-A-A-4 of the UBC.

Mitigation Measure GM-1: Prior to grading:

- Proposed structural improvement areas of the site should be cleared of surface and subsurface obstructions and organic material.
- Septic tanks and cesspools shall be removed or abandoned in accordance with local regulations.

- Voids created by removal of buried material should be backfilled with properly compacted soil with general accordance with the recommendations in Appendix F of the DEIR (Preliminary Geotechnical Investigation Report).
- Near surface soils onsite composed of undocumented fill, topsoil, and loose alluvium should be removed down to competent material as determined by the geotechnical engineer and replaced with properly compacted fill for uniform support under structural improvements and additional fill soils.
- Acceptability of all of all removal bottoms should be reviewed by an engineering geologist with field and laboratory testing under the supervision of a geotechnical engineer.
- General remedial removal depths are expected to be 5 to 8 feet below existing grade as required by the Preliminary Geotechnical Investigation Report, (Appendix F of the DEIR).

Mitigation Measure GM-2: Overexcavation of the cut portion of transition lots to mitigate the impact of underlying cut/fill transition conditions. Over excavation should extend to a minimum depth of 3 feet below the bottom of the proposed footings or one-half of the maximum fill thickness on the lot, whichever is deeper.

Mitigation Measure GM-3: Overexcavation of the cut lots and streets. Cut lots should be overexcavated to a depth of 3 feet below the bottom of the proposed footings and then capped with compact fill. Bottom of the overexcavation should be sloped at a minimum 2 percent or as needed toward the street to prevent the accumulation of subsurface water.

Mitigation Measure GM-4: Areas to receive structural fill and/or other surface improvements should be scarified to a minimum depth of 8 inches, moisture conditioned to optimum moisture content, and recompacted to minimum90 percent of the maximum dry density in accordance with ASTM Test Method D1557.

Mitigation Measure GM-5: Import soils and/or the borrow site should be evaluated by the geotechnical consultant prior to importation, and should be granular in nature; free of organic material; have very low expansion potential; have a minimum R-value of 20; and have low corrosion impact to the proposed improvements.

Mitigation Measure GM-6: The onsite soils may generally be suitable as trench backfill provided they are screened for rocks over 6 inches in diameter and organic materials; and should be compacted in uniform lifts by mechanical means to at least 90 percent relative compaction (ASTM Test Method D1557). In addition, excavation of utility trenches should be performed in accordance with the project plans, specifications, and all applicable OSHA requirements.

Mitigation Measure GM-7 Site grading should include, if possible, a balance area or ability to adjust import quantities to accommodate some variation in earthwork shrinkage and bulking estimates. Values are provided as guidelines in Appendix F of the Draft EIR.

Mitigation Measure GM-8: Proposed single-family residential structures should be founded on post-tension foundation systems due to the existence of medium and very high expansive soils in the near surface. Specific parameters for foundation footings, under-slab moisture retarded, soil moisture levels, and slab subgrade soils are presented in Appendix F of the Draft EIR.

Mitigation Measure GM-9: The project civil, structural engineer, and architect should consider the potential combined effects of both static and dynamic settlement as presented in Appendix F. The magnitude of the [static] consolidated settlement would be dependent on the thickness of the fill placed above existing ground surface, thickness of clay layers underlying the fill area, and the time of construction of structures from the placement of the fills. Total dynamic (saturated and dry sand) are estimated to be on the order of 2 to 3 inches with differential settlements of 1.5 inch in 40 feet horizontal distance or between similar structural elements of the buildings, whichever is a greater distortion.

Mitigation Measure GM-10: Minimum horizontal setback distance from the face of slopes for all structural footings should not be less than 7 feet and need not be greater than 15 feet. This distance should be measures from the outside bottom edge of the footing horizontally to the slope face (or to the face of a retaining wall) and should be a minimum of H/2, where H is the slope height. Additional guidance is presented in Appendix F of the Draft EIR.

Mitigation Measure GM-11: All slopes should be constructed in accordance with the most current version of the UBC guidelines and the City of Hemet requirements. If there is discrepancy between the recommendations in the UBC and City of Hemet requirements or those presented in Appendix F of the Draft EIR, the more stringent recommendations should be used.

Mitigation Measure GM-12: For preliminary design purposes, the lateral earth pressure values for level or sloping backfill are recommended for walls backfilled with onsite and/or imported soils of very low to low expansion potential presented in Table 2 in Appendix F of the Draft EIR.

Mitigation Measure GM-13: Surface drainage should be controlled at all times. Positive surface drainage should be provided to direct surface water away from the structures toward the street or suitable drainage facilities. Positive drainage may be accomplished by providing a minimum 2 percent gradient away from the structures for a distance of at least 5 feet. Below grade planters should not be situated adjacent to structures or pavements unless provisions for drainage such as catch basins and drains are made. In general, ponding of water should be avoided adjacent to the structures or pavements. Over-watering of the site should be avoided. Protective measures to mitigate excessive site erosion during construction should also be implemented in accordance with the City of Hemet grading ordinances.

Mitigation Measure GM-14: Additional corrosion testing should be performed on representative finish grade soils at the completion of rough grading under the direction of a corrosion consultant (corrosion engineer). Concrete foundations in contact with site soils should be designed in accordance with Table 19A-A-4 of the UBC.

Mitigation Measure GM-15: Preliminary pavement design should be based on Caltrans Highway Design Manual. For planning and estimating purposes, a range of Traffic Indices (TIs) has been provided for preliminary pavement recommendations; and final pavement sections should be selected by the project civil engineer or traffic engineer consultant with the appropriate TI data.

Mitigation Measure GM-16: Concrete structures in contact with site soils should be designed in accordance with Table 19A-A-4 of the UBC.

- When used as compacted fill, high to very high expansive soils should be avoided in the upper 5 feet immediately under structural improvement areas.
- Removal limit should be established by a 1:1 projection from the edge of the fill soils supporting settlement-sensitive structures downward and outward to competent material identified by the geotechnical consultant, and include a perimeter area of at least 5 feet beyond the outermost foundation elements for a given structure.
- After completion of the recommended removal, and prior to placement of additional fill, the approved surface should be scarified a minimum of eight inches, moisture conditioned, and compacted to a minimum of 90% of the maximum dry density in accordance with ASTM D1557.

E. Hydrology and Drainage

1. **The potential exists for site construction and grading to result in substantial erosion which could result in increased siltation and/or turbidity to on- and off-site water systems. These on- and off-site impacts would be considered a potentially significant impact.**

Finding: Any construction project that clears and grades over one acre of undisturbed or vegetated land must obtain coverage under the NPDES General Permit from the RWQCB. The NPDES permit requires the preparation of a SWPPP. The SWPPP must contain a monitoring program and requires installation and maintenance of BMP systems. These BMPs are intended to prevent construction pollutants, (ie soil erosion and hazardous material runoff), from coming into contact with receiving waters, minimize on-site erosion, and prevent on-site siltation or added turpidity to local water systems. Preparation of the SWPPP is required prior to any site preparation, grading, or construction. Development and implementation of the SWPPP would reduce potential water quality impacts to a level set by the RWQCB. Mitigation Measures HYD-1 and HYD-2 would reduce potential short-term construction impacts to a level less than significant.

Mitigation Measure HYD-1: Prior to the issuance of a grading permit, the Applicant shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) to the City of Hemet. The SWPPP shall include a requirement to include hydrocarbon filters along the perimeter of the retention basin. The SWPPP must be prepared by a licensed engineer, hydrologist, or erosion control specialist and shall be reviewed by the City of Hemet prior to issuance of a Grading Permit. The SWPPP shall be available on-site at all times for review by the City of Hemet and RWQCB inspectors.

Mitigation Measure HYD-2: The Applicant shall be responsible for coordinating all SWPPPs for various projects and facilities to make sure the overall Proposed Project meets the requirements specified in the Federal CWA and the State Porter-Cologne Water Quality Control Act (Division 7 of the California Water Code).

2. The possibility exists to create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems, or provide substantial additional sources of polluted runoff.

Finding: Development of the proposed project site would involve developing a primarily vacant site covered with vegetation to a residential (ie urban) community. This would increase impervious surfaces, (is roads. parking lots, sidewalks, roofs), thereby increasing surface water runoff. Under the proposed condition, the runoff from the site would be conveyed on the surface within the street sections and would be picked up by catch basins at street grade. The runoff via a storm drain system would be outlet into an interim detention basin located at the southwest corner of the proposed project site. The basin would be used until such time as the Master Plan of Drainage Improvements are constructed downstream. The storm drain system is designed in accordance with the RCFC &WCD requirements and standards. Construction of the storm drain system would reduce on-site runoff impacts to less than significant.

Mitigation Measure HYD-3: Drainage conveying system and locations shall be constructed in accordance with the preliminary drainage system plan and through conditions of approval provided by the City Engineer.

The preliminary drainage plan requires the collection of existing flows from the existing Seattle Channel/Basin and from an existing channel at the intersection of Cawston Avenue and Devonshire Avenue. Existing flows from the watershed north of the project will be conveyed along Cawston Avenue to the intersection with Devonshire Avenue. All three existing flows will be collected in a proposed trapezoidal naturalized channel located onsite along the west side of Cawston Avenue and along the north side of Devonshire Avenue. The channel has been sized to convey existing and future developed flows and will have a top span of approximately 50 feet, with 2:1 armorized side slopes, and a 10 foot-wide bottom. The channel depth will be 10 feet. The channel will convey flows into an 6.2 acre interim detention basin to be located onsite at the northeast corner of Devonshire Avenue and Myers Street. The design of the basin is sized to meet water storage retention requirements for a 100-year storm event. The basin will have a depth of 25 feet. Details for construction of the interior and perimeter of the basin are provided in the Tres Cerritos East Specific Plan Amendment document. The drainage channel and detention basin will be constructed concurrently with the first phase of development. Upon subsequent completion of downstream drainage facilities, the interim detention basin will be substantially filled in to facilitate development. A portion of the detention basin will continue to function as a water quality basin to cleanse surface flows before release offsite.

F. Noise

1. **The proposed project may expose a person to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.**

2. **The proposed project may generate a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the proposed project.**

Finding: During the construction period, a variety of equipment would be utilized at various locations within the proposed project area. Many of these activities would be close to noise sensitive receptors. The current noise sensitive locations near the proposed project boundary are: (1) single family residences at the southwest corner of Devonshire Avenue and Cawston Avenue, (2) a single family residence to the west, (3) a large single family residential area on the eastern side of Cawston Avenue, (4) the Cawston Elementary school to the northeast, and (5) new single family residential development to the north. Most of the noise sensitive receptors would be approximately 100 feet from the closest construction activity where noise could be as high as 83 dBA. Construction noise represents a short-term impact. Mitigation Measure N-1 and N-2 would limit these impacts to less than significant.

Mitigation Measure N-1: Construction activities shall be limited to those specified in the City of Hemet ordinance provided in Division 1 - Generally, Section 30-32, Item 33.

Mitigation Measure N-2: A construction-related noise mitigation plan has been prepared as part of the Draft EIR, which incorporates the provisions set forth below. Prior to any construction, the contractor must submit a list of construction equipment to the City of Hemet Planning Department to assure minimum emissions under normal conditions. The noise mitigations to be implemented to reduce construction noise include the following:

- Construction equipment shall be equipped with manufacturer recommended mufflers or equivalent.
- Equipment engine covers shall be maintained on the apparatus as designated by the manufacturer.
- Construction equipment shall be turned off when not in use.
- Equipment used for project construction shall be hydraulically or electrically powered whenever possible to avoid noise associated with compressed air exhaust from pneumatically-powered tools. However, where use of pneumatically powered tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used.
- External jackets on the tools should be used where feasible. Quieter procedures shall be used such as drilling rather than impact equipment whenever possible.
- Stationary noise sources shall be located as far from existing sensitive receptors as possible. If stationary sources must be located near existing sensitive receptors, they shall be adequately muffled and enclosed within temporary sheds or portable sound blankets used.

Supporting Explanation: Potentially significant short-term noise impacts would be generated during the excavation, grading, and building erection phases of the project's construction. Since construction is performed in separate phases, each phase involves its own mix of equipment and, consequently, its own noise characteristics. As noted above, the City's Municipal Code Section 30-32 (33) limits hours of construction to between 6:00 AM and 6:00 PM during the months of June through September and between the hours of 7:00 AM and 6:00 PM during the months of October through May. Saturday construction is permitted between the hours of 7:00 AM and 6:00

PM, and Sunday construction is prohibited. The mitigation measures will reduce impacts to a less than significant level by directing noise-generating activities and equipment away from sensitive receptors or by locating equipment at distances where noise levels would have a less than significant effect. Additionally, compliance with construction hours as specified in the Municipal Code would reduce impacts related to this issue to a less than significant level.

G. Paleontological Resources

1. **A project may have a significant effect on the environment if it would directly or indirectly destroy a unique paleontological resource, site, or unique geological feature.**

Finding: Direct impacts to paleontological resources could occur when earthwork activities such as drilling, trenching, and mass grading in the sedimentary deposits within which fossils are buried. The majority of the site is underlain by young alluvial valley deposits and old alluvial fan deposits. Earth moving activities conducted within these sedimentary deposits could have a significant impact on paleontological resources. Implementation of Mitigation Measure PR-1, PR-2, PR-3, PR-4, PR-5, and PR-6 would reduce the impact to less than significant.

Mitigation Measure PR-1: A qualified paleontologist shall attend the pre-construction meeting to consult with the grading and excavation contractors concerning excavation schedules, paleontological field techniques, and safety issues. A qualified paleontologist is defined as an individual who:

- has a M.S. or Ph.D. in paleontology or geology;
- is familiar with paleontological procedures and techniques;
- is knowledgeable in the geology and paleontology of Riverside County;
- has worked as a paleontological mitigation project supervisor in the county for at least one year.

Mitigation Measure PR-2: A paleontological monitor shall be on-site on a full-time basis during the original cutting of previously undisturbed deposits of high paleontological resource potential ("Old Alluvial Fan" deposits [Q_{of}]); and at least on a half-time basis during the original cutting of previously undisturbed deposits of moderate paleontological resource potential ("Young Valley Fill" deposits [Q_{yv}]) to inspect exposures for contained fossils. A paleontological monitor is defined as an individual who has experience in the collection and salvage of fossil materials, and would work under the direction of a qualified paleontologist. As grading progresses, the qualified paleontologist and paleontological monitor shall have the authority to reduce the monitoring program to an appropriate level if it is determined that the potential for impacts to paleontological resources is lower than anticipated.

Mitigation Measure PR-3: When fossils are discovered, the paleontologist (or paleontological monitor) shall recover them. In most cases this fossil salvage can be completed in a short period of time. However, some fossil specimens (such as a complete large mammal skeleton) may require an extended salvage period. In these instances the paleontologist (or paleontological monitor) shall be allowed to temporarily direct, divert, or halt grading to allow recovery of fossil remains in a timely manner. Because of the potential for the recovery of small

fossil remains, such as isolated mammal teeth, it may be necessary to set up a screen-washing operation on the site.

Mitigation Measure PR-4: Fossil remains collected during monitoring and salvage shall be cleaned, repaired, sorted, and cataloged as part of the mitigation program.

Mitigation Measure PR-5: Prepared fossils, along with copies of all pertinent field notes, photos, and maps shall be deposited (as a donation) in a scientific institution with permanent paleontological collections such as the San Bernardino County Museum, the San Diego Natural History Museum, or the Natural History Museum of Los Angeles County. Donation of the fossils shall be accompanied by financial support for preparation, curation, and initial specimen storage.

Mitigation Measure PR-6: A final summary report shall be completed that outlines the results of the mitigation program. This report shall include discussions of the methods used, stratigraphic section(s) exposed, fossils collected, and significance of recovered fossils.

H. Public Health and Safety/Hazardous Materials

1. **The proposed project could create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.**

Finding: The use of hazardous materials during construction of various facilities on the project site would pose potential health and safety hazards to construction workers and nearby residents. These impacts would be associated with the transport, use, or disposal of hazardous substances during construction of the proposed project. Implementation of Mitigation Measures PHS-1, PHS-2, PHS-3, PHS-4, PHS-5, PHS-6, and PHS-7 would minimize these potential impacts to a level of insignificance.

Mitigation Measure PHS-1: The Project Applicant, General Contractor, and/or an assigned Health and Safety Officer (H&SO) shall provide training to grading, trenching, and excavation personnel regarding identification protocols for encountering any residual contamination. All suspected area(s) identified by construction workers shall be reported to the proper on-site assigned representative immediately. All work at the identified location shall be stopped until a qualified professional evaluates the suspected contamination area.

Mitigation Measure PHS-2: The Applicant shall perform subsurface soil sampling to determine if past agricultural use has impacted the subsurface soil. Representative samples should be collected from the near surface soil (0 to 1 foot below grade) and deeper soils (3 feet below grade). All near surface samples should be analyzed for pesticides.

Mitigation Measure PHS-3: The Applicant shall perform subsurface soil sampling and analyses to determine the depth of the apparent oil and stained soils located in the vicinity of the equipment storage yard. Soil samples should be collected at selected intervals to the apparent vertical extent of the oil stained soils. All near surface samples should be analyzed for total recoverable hydrocarbons and volatile organic compounds.

Mitigation Measure PHS-4: In the event of demolishing of remodeling the residential structure on the subject site, an asbestos and lead paint survey should be completed prior to demolition.

Mitigation Measure PHS-5: In general, observations should be made during any future site development for areas of possible contamination such as, but not limited to, the presence of underground facilities, buried debris, waste drums, tanks, staining soil or odorous soils. Should such materials be encountered, further investigation and analysis may be necessary at that time.

Mitigation Measure PHS-6: A qualified professional shall be available to respond to suspected contamination at the site if found. The credentials of the qualified professional or company shall be submitted to the City for review and approval prior to commencing work at the Proposed Project site. It shall be the responsibility of the qualified professional to evaluate all suspected contaminated areas identified by contracting personnel. The evaluation shall include, but not be limited to, making a professional judgment, taking soil samples for analyses, and/or using portable instruments. The qualified professional or company shall provide a written evaluation and actions to be taken (if required) to the Proposed Project on-site representative. The Proposed Project on-site representative shall implement all action(s) recommended by the qualified professional or company. Additionally, the Proposed Project on-site representative shall notify and provide the City with the written evaluation for each event.

Mitigation Measure PHS-7: The Project Applicant shall be required to use clean fill material. The Construction General Contractor and assigned H&SO shall examine the source of the fill dirt used at the site. The H&SO shall analyze soil samples if contamination is present in the fill soils and, if contaminated, the soils shall be replaced with clean fill material.

I Public Service and Utilities

1. **The proposed project could result in a substantial adverse impact associated with the of new or physically altered government facilities, or create a need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services: police protection, fire protection, schools, parks, or other public facilities.**

Finding: Build out of the proposed project would increase the local population over existing levels and would result in an increased need for police protection, fire protection, schools, and libraries. The proposed project will also increase the need for recreation facilities, however, the proposed project provides parks, trails, a recreation center, and a linear park that result in a beneficial effect upon the community. Implementation of Mitigation Measures PSU-1, PSU-2, PSU-3, PSU-4, PSU-5, and PSU-6 will reduce impacts upon public services to a level that is less than significant.

Mitigation Measure PSU-1: As it relates to police and fire services, prior to approval of any final map, or approval of any final map for any phase of the development, the property covered by said final map ("Tract") shall be included

within, or annexed to, a Community Facilities District ("CFD") established under the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311 et seq.) established by the City of Hemet for the provision of public services permitted under Government Code § 53313, including police, fire protection, and emergency medical services (collectively "Public Safety Services"), for which proceedings have been consummated, and shall be subject to the special tax approved with the formation of the CFD with the Tract's annexation into the CFD.

The owner and/or any developer of the Project on the Tract shall notify all potential lot buyers prior to sale of such lot(s) that: (1) the Tract is part of the CFD; (2) each lot within the Tract is subject to the levy of a special tax; and (3) the amount of the special tax for the subject lot. This notification shall be in a manner approved by the City.

This requirement may only be waived by the City Council if, at the time the final map is considered for approval, the City Council determines, based on substantial evidence in the record, that each of the following three findings can be met: (1) the Tract is located in a target area that is currently in compliance with the public safety response time mandates set forth in the General Plan; (2) that build-out and occupancy of the Project on the Tract will not result in the target area becoming non-compliant with the response time mandates of the General Plan; and (3) that, after considering the cumulative impacts of the subject Project, currently existing projects and reasonably anticipated future projects within the target area, the target area will remain in compliance with the response time mandates of the General Plan.

Police Protection
Mitigation Measure PSU-2: Police protection impact fees shall be paid to the City of Hemet to cover costs associated with added Police Department services to the area as a result of the Proposed Project.

Fire Protection
Mitigation Measure PSU-3:

1. Fire protection impact fees shall be paid to the City of Hemet to cover costs associated with projected service levels as a result of the Tres Cerritos East Project.

2. All water lines and fire hydrants constructed at the Proposed Project site shall be reviewed by the City of Hemet Fire Department and shall be designed to meet their requirements.

3. The Hemet Fire Department shall approve all fire hydrant locations and other fire design requirements for the proposed project.

Parks
Mitigation Measure PSU-4: The Proposed Project would result in an increase in recreational facilities in the City of Hemet and have a beneficial impact to the community. Therefore, no mitigation is proposed.

Schools
Mitigation Measure PSU-5:

1. The developer shall pay school impact fees and/or land and improvements pursuant to the requirements of SB 50. This shall be established in accordance with State formulas for determining developer fees.

2. The developer shall coordinate all school services resulting from the development with the HUSD or the SJUSD, as appropriate. The developer may enter an agreement with either of the districts.

Library Services
Mitigation Measure PSU-6:
1. Library impact fees shall be paid to the City of Hemet to cover costs associated with increased demands associated with library services resulting from the proposed Project.

2. **The proposed project would have a significant impact to utility and service systems if it would:**

- **Exceed wastewater treatment requirements of the applicable RWQCB?**
- **Require or result in the construction of new water or wastewater treatment facilities, or expansion of existing facilities, the construction of which could cause significant environmental effects?**
- **Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?**
- **Result in a determination by the wastewater treatment provider, which serves or may serve the proposed project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**
- **Be served by a landfill with sufficient permitted capacity to accommodate the proposed projects solid waste disposal needs?**
- **Comply with federal, state, and local statutes and regulations related to solid waste?**

Finding: Build out of the proposed project would increase local population and result in an increased demand for water for household usage, landscaping, and other site improvements, (i.e., parks). This increased water demand could result in a significant impact to EMWD. EMWD prepared a Water Supply Assessment for Tres Cerritos Specific Plan that determined that EMWD is in a position to provide safe and secure water supply to the proposed project site. Implementation of Mitigation Measure PSU-7 will result in a less than significant impact.

Water Supply
Mitigation Measure PSU 7:

1. The EMWD has determined that adequate sources of water are available for domestic and recycled water supplied for the Proposed Project. Two EMWD storage tanks exist on adjoining land north of the Project site that have a storage capacity of 1.5 million gallons. There is an existing 16-inch domestic water line and a 24-inch recycled water line in Cawston Avenue. Devonshire Avenue has a

as the area develops. The developer shall be responsible for the construction or supplemental production, transmission, and storage facilities needed to serve the Proposed Project in accordance with the supply assessment.Those facilities have been identified as 12-inch water lines within future streets in the development looped to existing domestic water lines in Cawston Avenue and Devonshire Avenue.

2. The Proposed Project developer shall be responsible for all costs associated with the preparation, recommendations, and/or decisions resulting from the water supply assessment, if so required. The developed contracted with EMWD to prepare a Water Supply Assessment to evaluate water supply conditions for a period of 20 years. The WSA determined that it is able to provide adequate water supply to meet the potable water demand for the Tres Cerritos Specific Plan, in addition to existing and future users.

3. Water-related development impact fees and water related charges in effect during construction shall be paid to EMWD.

4. The Proposed Project developer shall be responsible for installing the necessary infrastructure to achieve fire protection and the maximum/minimum water pressure service standards as provided by the EMWD. The combination of fees and infrastructure shall consist of the following:

- Fire protection impact fees shall be paid to the City to cover costs associated with projected service levels as a result of the Proposed Project.
- All water lines and fire hydrants constructed at the Proposed Project site shall be reviewed by the City Fire Department and shall be designed to meet their requirements.
- The City Fire Department shall approve all fire hydrant locations and other fire design requirements for the Proposed Project.

5. The Proposed Project developer shall be required as necessary to install both potable water to each residential lot required by the EMWD and as set forth in SB 221 and SB 610. All connections to the recycled water system will be the responsibility of the developer.

Finding: Development of the proposed project would increase wastewater discharge to local wastewater treatment systems in the City. This could result in a significant impact to the City. The City has an agreement with the EMWD to pay a fair share of the cost for developing treatment facilities and associated infrastructure. That fair-share cost is paid by the developer to EMWD to satisfy the agreement. Additionally, fee credits are available to offset direct costs. Implementation of Mitigation Measure PSU-8 will result in impacts that are less than significant

Wastewater Services
Mitigation Measure PSU-8:

1. The Proposed Project developer shall pay all development impact fees associated with wastewater-related charges resulting from the Proposed Project at the time of permit issuance. These fees shall include, but not be limited to, sewer treatment expansion fees and necessary permits.

2. The Proposed Project developer shall be responsible for complying with the RWQCB Basin Plan.

Finding: Build-out of the proposed project would alter drainage patterns and would result in additional on-site runoff during construction and facility completion. These changes could result in a significant impact to the City's regional drainage systems. The proposed drainage system for the proposed project would either maintain or reduce the 100-year peak runoff discharges from the sites boundaries. Proposed mitigation to decrease runoff caused by the proposed project would consist of a reduction to the overall drainage area tributary to individual drainage courses. The project would also use on-site detention basins top reduce storm water flows or other control methods. An NDES permit from the RWQCB would be required to address construction and post-development activities of the proposed project. Securing these permits and the development of approved SWPPPs would reduce storm water impacts to less than significant with the implementation of Mitigation Measure PSU-9.

Storm Water
Mitigation Measure PSU-9: The Proposed Project developer shall obtain all necessary NPDES permits from the RWQCB related to construction and operation of the proposed Project.

Finding: The proposed project would impact area landfills by generating solid waste during construction activities and through household waste. Moreover, the proposed project will generate further demand on telephone, natural gas, and electrical services. The purveyors of each of these services indicate that potential impacts will be mitigated through fees collected for the services provided and the impact is less than significant. No mitigation is required.

J Recreation

1. The proposed project would increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.

Finding: The proposed project would result in additional dwelling units generating an increased population of over 1500 in the area. Many of the residents would use the parks and recreation facilities in the area, which could result in some deterioration of these facilities. The proposed project includes public sports parks, neighborhood parks, a linear park, a private recreational facility, a community trail, and private paseos that total 25.6 acres. The parks and recreation provided far exceed the Quimby parkland requirements of 6.2 acres. Implementation of Mitigation Measure REC-1 will result in a less than significant impact.

Mitigation Measure REC-1: The applicant shall dedicate parkland or pay an in-lieu fee, or a combination thereof, on accordance with the City Municipal Code. The fee shall be payable at the time of recording the final map.

L. Traffic and Circulation

1. The proposed project would cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street

system (i.e. result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections.

Finding: The proposed project would generate 6091 trips per day based on 754 dwelling units. About 495 trips would be generated during the AM peak hour, and approximately 644 trips would be generated during the PM peak hour traffic conditions. The traffic impact study for the proposed project recommended several on- and off-site roadway and intersection improvements to minimize impacts on the local transportation system. Implementation of Mitigation Measure T-1, T-2, T-9, T-10, T-11, and T-12 will result in a less than significant impact.

Mitigation Measure T-1: Construct Myers Street as a 32-foot paved roadway from Devonshire Avenue to Florida Avenue to its current terminus north of Florida Avenue for access purposes.

Mitigation Measure T-2: Construct Devonshire Avenue at its ultimate half section width as a Secondary roadway from Myers Street to Cawston Avenue.

Mitigation Measure T-9: Construct a minimum 150-foot left turn lanes on all approaches at the intersection of Cawston Avenue and Menlo Avenue.

Mitigation Measure T-10: On-site traffic signing and striping should be implemented in conjunction with detailed construction plans for the project site.

Mitigation Measure T-11: Sight distance at the project entrances should be reviewed with respect to standard Caltrans and City of Hemet sight standards at the time of preparation of final grading, landscape, and street improvement plans.

Mitigation Measure T-12: Provide stop sign controls at all project driveways that intersect with public roadways and do not meet traffic signal warrants.

Supporting Explanation: Implementation of the mitigation measures would still result in a drop on LOS at the intersections of Cawston Avenue and Fruitvale Avenue, Cawston Avenue and Menlo Avenue, Sanderson Avenue and Fruitvale Avenue, and Florida Avenue and State Street, (See 2. below). However, all effected intersections would operate at LOS D or better. Therefore, implementation of the mitigation measures would result in satisfactory levels of service, reducing the impact to less than significant

2. The proposed project could exceed, either individual of cumulative, a Level of Service standard established by the county congestion management agency for designated roads and highways.

Finding: A number of projects have been proposed which could affect traffic conditions on roadways near the proposed project site. The cumulative, existing, ambient, and proposed project daily trips, including AM and PM peak hour traffic under this condition were calculated to define impacts with and without the proposed project. The results show an increased wait time at four area intersections resulting from the proposed project causing the Level of Service values to change to lower designations. However, the Level of Service remains at an acceptable Level D or better. The affected intersections are:

- Cawston Avenue at Fruitvale Avenue changes from LOS B to LOS C during the AM peak hour.

- Cawston Avenue at Menlo Avenue changes from LOS B to LOS C during the AM peak hour.
- Sanderson Avenue at Fruitvale Avenue changes from LOS C to LOS D during the AM peak hour.
- State Street at Florida Avenue changes from LOS C to LOD D during the PM peak hour.

Implementation of Mitigation Measure T-15 will require that the proposed project pay a fair share of the cost to improve off-site intersections to meet an acceptable Level of Service and reduce cumulative circulation impacts to a less than significant level.

Mitigation Measure T-15: The project shall participate in fair-share funding of off-site improvements which are needed to serve cumulative future conditions through payment of appropriate fees (TUMF and City of Hemet Development Impact Fees fees). Improvements along Florida Avenue, Sanderson Avenue, Stetson Avenue, Esplanade Avenue, and Warren Road are included in the TUMF Program for Western Riverside County. The TUMF process includes a network of regional facilities and endeavors to spread the cost on a regional basis through participation on the County and individual cities. TUMF provides a key funding source for improvements in this area.

Finding: The proposed project is located 1.2 miles north of the Hemet Ryan Airport and will not alter air traffic patterns, nor will it alter roadway systems at or near the Hemet Ryan Airport. The circulation system for the vacant proposed project site is designed in accordance with the Hemet Municipal Code on generally level land, and will not increase hazards due to a design feature (ie sharp curves or dangerous intersections), or incompatible uses (ie farm equipment). The proposed project will enhance emergency access by connecting street links and constructing roadways to the standards of the Municipal Code. Parking is provided in accordance with the Municipal Code and will not create inadequate parking capacity. The proposed project promotes alternate forms of travel, in compliance with adopted plans, policies, and programs, by establishing convenient walking connections, placing parks and recreation facilities in convenient locations throughout the project area, and providing a regional trail along the perimeter of the project site.

Supporting Explanation: The proposed project will contribute to increased traffic volumes in the project vicinity. However, the improvement measures listed above and on Table 3.14-13 of the DEIR are consistent with the General Plan. Given the long-term time frame for when these improvements will be needed, their implementation is not needed in the existing plus project or 2011 plus project scenarios. Implementation of the improvement measures listed above would result in acceptable levels of service, (LOS D or higher). The project will be responsible for contributing toward the fair-share funding of future improvements via the payment of the City's Development Impact Fees and County TUMF fees The City of Hemet uses Development Impact Fees to fund construction of local roadway improvements on a priority based on need. The allocation of these funds is reviewed annually. The County uses a similar approach for the allocation of TUMF fees. Therefore, long-term impacts to the circulation system are considered less than significant.

SECTION 5

ENVIRONMENTAL IMPACTS NOT FULLY MITIGATED TO LESS THAN SIGNIFICANT

The City Council of the City of Hemet finds the following environmental impact identified in the Final EIR remains significant even after application of all feasible mitigation measures: Air Quality (as to short-term construction emissions, long term are source and mobile source air pollution emissions, localized construction emissions, and cumulative impacts as to failure to meet state and federal ambient air quality standards).

In accordance with state CEQA guidelines Section 15092(b)(2), the City Council of the City of Hemet cannot approve the project unless it finds (1) Under CEQA Section 21081(a)(3), and state CEQA Guidelines Section 15091(a)(3), that specific economic, legal, social technology, or other considerations, including provisions for employment opportunities to highly trained workers make infeasible mitigation measures of the project alternatives identified in the Final EIR; and (2) Under State CEQA Guidelines Section 15092(b), the remaining significant effects are acceptable due to overriding concerns described in State CEQA Guidelines Section 15093 and, therefore, a statement of overriding considerations is included herein as Section 10.

A. Air Quality

1. Short-Term Construction Emissions Impacts: Emissions associated with construction sources were calculated as a worst-case scenario with URBEMIS 2002. Project-related construction emissions for ROG, CO, PM_{10}, and SOx would conform within SCAQMD thresholds of significance, but NOx would exceed the SCAQMD daily emissions threshold. (DEIR Page 3.3-17)

Finding: Implementation of **Mitigation Measures AQ-1** through **AQ-3** would reduce impacts to short-term air quality from construction activities to the extent feasible.

Mitigation Measure AQ-1: On-road trucks and other mobile equipment shall be properly tuned and maintained to manufacturers' specifications to ensure minimum emissions under normal operations.

Mitigation Measure AQ-2: Water or chemical dust suppressants shall be applied in sufficient quantity and frequency to stabilized disturbed areas and/or unpaved roadways.

Mitigation Measure AQ-3: All clearing and grading activities shall cease during periods of high wind (greater than 20 mph averaged over 1 hour).

Implementing these mitigation measures is feasible. Therefore, the City Council of the City of Hemet adopts and incorporates these mitigation measures into the project. However, the mitigation measures identified would not necessarily reduce the impact to a less than significant level.

Supporting Explanation: Construction activities produce combustion emissions from various sources, such as site grading, utility engines, on-site heavy duty construction vehicles, equipment hauling materials to and from the site, asphalt paving, and motor vehicles transporting the construction crew. Exhaust emissions from construction activities envisioned on-site would vary daily as construction activity levels change. Construction activities associated with new development occurring within the project area would temporarily increase ROG, CO, PM_{10}, NOx, and SOx concentrations in the project vicinity. Based upon the equipment identified in the DEIR, the mix of equipment construction-related emissions during grading period would exceed the

SCAQMD daily threshold for NOx, (DEIR Page 3.3-17). Because there is no additional feasible mitigation available to reduce construction related nitrogen oxide emissions and because of the uncertainty of available NOx reducing fuels and/or equipment, this impacts remains significant and unavoidable, (DEIR Page 3.3-18).

2. **Long-Term Operations Emissions Impacts:** Emissions associated with stationary and mobile sources were calculated for the opening year as a worst case scenario with URBEMIS 2002. Emissions associated with stationary sources would be minimal when compared with mobile source emissions. However, project-related emissions for NOx, ROG, and CO would exceed the SCAQMD daily emission thresholds. (DEIR Page 3.3-17, Table 3.3-7).

Finding: Implementation of **Mitigation Measures AQ-4** through **AQ-7** would reduce impacts to long-term air quality from mobile sources to the extent feasible.

Mitigation Measure AQ-4: Prior to issuance of occupancy permits the project applicant or master developer shall prepare a Waste Management Plan which specifies measures that shall be undertaken to encourage recycling. The Waste Management Plan shall, at a minimum, require the separation of recycling and solid waste collection facilities, and shall depict areas within the development where recycling receptacles will be provided. The Waste Management Plan shall be subject to review and approval by the City of Hemet Planning Department

Mitigation Measure AQ-5: Future landscaping plans within the development shall comply with the criteria of the Specific Plan which specifies the types and locations of tress within the development. The criteria promote the use of trees to minimize energy consumption associated with the heating and cooling of homes. Trees within the development also would serve as carbon storage which will help offset carbon dioxide emissions from the proposed project.

Mitigation Measure AQ-6: Prior to approval of building permits, the City of Hemet shall verify that proposed building plans include a note requiring the use of low-flow appliances and fixtures (i.e., toilets, shower heads, washing machines, etc) in order to decrease water consumption during operation of the project site.

Mitigation Measure AQ-7: Prior to the issuance of occupancy permits, the applicant or master developer shall provide evidence to the City of Hemet demonstrating that energy efficient appliances (i.e., washer/fryers, refrigerators, stoves, etc.) have been utilized in the construction of proposed residential homes.

Implementing these mitigation measures is feasible. Therefore, the City Council of the City of Hemet adopts and incorporates these mitigation measures into the project. However, the mitigation measures identified would not necessarily reduce the impact to a less than significant level.

Supporting Explanation: Because the project site is located within a nonattainment air basin for criteria pollutants, and in the absence of feasible mitigation to reduce the proposed project's emissions of CO NOx, and ROG to below SCAQMD thresholds, potential long-term air quality impacts resulting from the operation of the proposed project will remain significant and unavoidable, (DEIR Page 3-3.19).

3. Cumulative Air Quality Impacts: The southern California air basin, (SoCAB) is designated as an 'extreme' non-attainment area by the SCAQMD for both federal and state standards for ozone. The SoCAB also exceeds the state standard for airborne PM_{10}. It is determined that the proposed project will exceed the SCAQMD threshold for NOx pollutants during construction. The project would not exceed the SCAQMD thresholds for ROG, CO, SOx, and PM_{10} pollutants

during construction. It is determined that the proposed project will exceed the SCAQMD thresholds for NOx, ROG, and CO during the long-term operations. These emissions constitute cumulative impacts as they as they contribute toward the Basin-wide ozone and PM_{10} levels. (DEIR Page 4-5)

Finding: Implementation of the previously identified mitigation measures, (**Mitigation Measures AQ-1** through **AQ-7**) would reduce cumulative air quality impacts to the extent possible.

Implementing these mitigation measures is feasible. Therefore, the City Council of the City of Hemet adopts and incorporates these mitigation measures into the project. However, the mitigation measures identified would not necessarily reduce the impact to a less than significant level.

Supporting Explanation: Although implementation of the above-stated mitigation measure may reduce long term emissions associated with the proposed project, it is not possible to quantify the reduction in the amount of emissions that may occur. There is no construction schedule for the project. The actual equipment to be utilized during the construction phase will not be known until construction is eminent, and changes in technology and/or legislative actions may affect operational strategies that are currently available to mitigate impacts upon air quality. Even if all the emission factors were known implementation of the identified mitigation measures would not result in a reduction in emissions necessary to lower operational project emissions to a less than significant level. As the long-term operation of the project would exceed the SCAQMD thresholds of CO NOx, and ROG, the project would have significant unavoidable adverse long-term operational air quality impacts. Despite the mitigation measures implemented above to reduce air quality impacts related to the project, the proposed project would exacerbate nonattainment of air quality standards within the Basin and contribute to adverse cumulative air quality impacts that would remain significant and unavoidable.

SECTION 7

CUMULATIVE IMPACTS

Pursuant to Sections 15130 and 15355 of the State CEQA Guidelines cumulative impacts refer to two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. The City Council of the City of Hemet finds and determines that the discussion of Cumulative Impacts in the final EIR provides adequate and sufficient discussion of the cumulative impacts from the proposed project pursuant to CEQA Guidelines Section 15130. Cumulative impacts are discussed in Chapters 3 and 4 of the DEIR. The City Council further finds that the cumulative addressed would be less than significant, as set forth in Section 3 herein, or mitigated to a less than significant level, as set for the in Section 4 herein, with the exception of the following environmental impact that remains significant even with the implementation of mitigation measures as set forth in Section 5 herein: Air Quality, (short-term construction activities, long-term project-related emissions, and cumulative air emissions- fail to meet State and Federal air quality standards).

While it is not possible to determine whether the project will individually will have an impact on global warming or climate change, the project will contribute to cumulative greenhouse gas emissions in California. The CARB has published criteria for analysis of greenhouse gas emissions, and is currently on the process of designing regulations to monitor, limit, and ultimately reduce California greenhouse gas emissions but there, are as of yet, no clear standards for assessing the significance of cumulatively impacts from the project. Given the findings of AB 32 and the requirements of CEQA, the lead agency must determine whether a project will or will not have a cumulatively considerable contribution. Due to the lack of guidance

for determining the significance of cumulative impacts to climate change from projects, and out of the overabundance of caution, the effect of 842 lbs per day of CO is considered cumulatively considerable, (DEIR Page 3.3-18). The determination is based on a lack of clear scientific and regulatory criteria for determining the level of significance of the project's contribution to degraded air quality in the South Coast Air Basin.

At this time, it is unknown if global warming can be reversed through the use of greener technology, economic regulations or social practices. For the purpose of analysis, the DEIR assumes a worst case scenario. Because a worst case scenario is assumed, global warming impacts are considered to contribute to a cumulatively significant irreversible environmental change.

SECTION 7

SIGNIFICANT IRREVERSIBLE AND IRRETRIEVABLE COMMITMENT OF RESOURCES

Determining whether the proposed project may result in significant irreversible and irretrievable effects requires determination of whether key resources would be degraded or destroyed in such a way that there would be little possibility of restoring them. CEQA Guidelines Section 15126.2(c) states that:

Uses of nonrenewable resources during the initial and continued phases of the project may be irreversible since a large commitment of such resources makes removal or nonuse thereafter unlikely. Primary impacts and, particularly, secondary impacts, (such as highway improvement which provides access to a previously inaccessible area) generally commit future generations to similar uses. Also irreversible damage can result from environmental accident associated with the project. Irretrievable commitments of resources should be evaluated to assure that such current consumption is justified.

An irreversible or irretrievable commitment of resources would occur when resources are consumed, committed, or lost as a result of the proposed project. The proposed project would result in a long-term commitment of the site to residential and related uses. The project site is currently disturbed and vacant, resulting from grading that occurred in the past pursuant to prior entitlements. No significant cultural, mineral, or scenic resources will be lost as a result of project implementation. Natural resources, in the form of construction materials and energy resources, will be utilized in the construction of the proposed project and energy resources, in the form of electricity and gas, will be used during long-term operations of the project; however, their use is not expected to negatively impact the availability of these resources.

SECTION 8

GROWTH INDUCING IMPACTS

Pursuant to the State CEQA Guidelines Section 15126.2(d), and EIR must "*discuss the ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment*". The purpose of this Section is to evaluate the potential for growth-inducing effects of the proposed project.

Implementation of the proposed project would directly result in the development of new housing and would generate an increase in population that would allow for growth in the region. The proposed project would be developed for 754 dwelling units, with 15.5 acres of public parks and trails, 6.6 acres of private parks, 3.5 acres of open space, and 8.5 acres of drainage and circulation improvements on 162.8 acres. Because the Specific Plan designation is already on the property that currently allows for the development of similar residential uses, the proposed project would be consistent with what was envisioned in the General Plan and is allowed under the Property's current Zoning Ordinance (Specific Plan) designation.

The City of Hemet is located within a job-poor region and would benefit from short-term construction jobs and revenues to fund municipal services. Therefore, there would be little effect on the local population size and the potential for growth from the proposed project is already anticipated in the City General Plan. (DEIR Page 4-1)

SECTION 10

ALTERNATIVES TO THE PROPOSED PROJECT

The State CEQA Guidelines Section 15126.6(a) requires that an analysis of alternatives to the proposed project be contained within the EIR. Alternatives are developed based on their ability to satisfy project goals and objectives and to identify opportunities to reduce or eliminate environmental impacts, specifically to "*...describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project, but would avoid or substantially lessen any significant effects of the project, and evaluate the comparative merits of the alternatives.*" In all cases, the consideration of the alternatives is to be judges against a rule of reason. The lead agency is not required to choose an environmentally superior alternative identified in the EIR if the alternative does not provide substantial advantages over the proposed project and A) Through the imposition of mitigation measures the environmental effects of the project can be reduced to an acceptable level; or B) There are social, economical, technical, or other considerations that make the alternative infeasible.

One alternative was considered and rejected was an Alternate Location for the proposed project. No other location could achieve the objective of this project to provide additional housing opportunities in this portion of the City of Hemet. Development of this site is authorized under the adopted Hemet Valley Country Club Specific Plan and is supported by the Specific Plan designation under the City of Hemet General Plan. The Tres Cerritos East Specific Plan Amendment applies the regulatory framework developed for this particular site, not for other sites in the City of Hemet. Additionally, an alternate site location would not meet the basic project objectives related to the development of this site. No alternate sites were evaluated because no alternate sites were considered reasonable under the provisions of CEQA.

Additionally, alternate locations would not necessarily provide an environmental advantage over the proposed action because the same environmental impacts associated with the proposed project site, or any development project of this nature, would largely occur at an alternate site.

A. Alternative No. 1 – No Project Alternative

Description: Consideration of the No Project Alternative is required under State CEQA Guidelines Section 15126(e). Evaluation of the No Project Alternative allows decision-makers to compare the impacts of approving the proposed project against the affects of not approving the proposed project. The proposed project would not proceed under the No Project Alternative. The No Project alternative assumes that the proposed project would not be built and that no development would occur at the site, which would remain undeveloped for the foreseeable future. The No Project Alternative also does not consider the underlying Specific Plan designation under the adopted Hemet Valley Country Club Specific Plan.

Finding: The City Council finds that under the "No Project" Alternative, the project site would remain vacant, unused land for the long-term. The "No Project" Alternative would not address a deficiency in park land in this area, nor would it serve to protect the Tres Cerritos Hills from conflicting land uses and excessive grading. The "No Project" Alternative would fail to generate revenues to support public facilities and services, and the extension of regional infrastructure to resolve circulation, drainage, wastewater treatment, and water supply issues. For these reasons, the alternative would be rejected.

Supporting Explanation: Implementation of the No Project Alternative would avoid potential Aesthetic and Light and Glare impacts associated with the proposed development as the visual character of the site would not change. No air quality impacts would occur, resulting either from short-term construction emissions or long-term operational emissions. No impacts to Biological resources would occur beyond the existing condition. Direct impacts to Burrowing Owl and Smooth Tarplant habitats, and to potential Fairy Shrimp habitat would be avoided. No impact upon existing or potential cultural resources would occur in the absence of grading of the site; which would also avoid impacts associated with Seismicity and Groundshaking. The "No Project" Alternative would avoid direct impacts upon Water Quality associated with construction of impervious surfaces. Likewise, the absence of development under the "No Project" Alternative would avoid impacts relating to Land Use, Noise, Public Services, Utilities, Water Supply, Wastewater Treatment, Parks, and regional Traffic.

Implementation of the "No Project" Alternative would fail to address surface flooding associated with the Seattle Channel by constructing needed storm drain improvements and detention facilities to manage storm water runoff. The "No Project" Alternative would fail to address the bifurcated local transportation system, whereby Menlo Avenue would not be extended to Myers Street, Devonshire Avenue and Cawston Avenue would remain partially improved without surface water flow containment, no provision would be made to extend a regional trail for alternate travel in the community, and the existing segment of Menlo Avenue, west of Cawston Avenue would remain partially approved and subject to flooding.

B. Alternate No. 2 – No Project (Development Under the Adopted Specific Plan) Alternative

Description: The No Project (Development Under the Adopted Specific Plan) Alternative considers what would reasonably be expected to occur, based on current plans and consistent with available infrastructure and community services, in the foreseeable future. The project site is currently designated as Specific Plan pursuant to the adopted Hemet Valley Country Club Estates (HVCCE) Specific Plan (SPA 90-009) under Ordinance No. 1608 in 1999. The HVCCE plan includes 710 dwelling units, ranging in density from 4 to 17 dwelling units per acre, and 50.89

acres designated as golf course over 336 acres. Following adoption of the HVCCE plan, 68.8 acres were dedicated to the City of Hemet as Open Space. An additional 16.9 acres was added to the proposed project that was not included in the HVCCE, resulting in 352.9 acres. Also, recognizing the different environmental setting and ownership in the west of the HVCCE project area, the City adopted the Tres Cerritos West Specific Plan (SPA 03-02) under Ordinance No. 1726 in 2004. For the purpose of analysis, the No Project (Development Under the Adopted Specific Plan) Alternative does not include the now separate 121.3-acre Tres Cerritos West Specific Plan, the removal of open space that was dedicated to the City, nor the additional land included within the proposed project. The resulting density and acreage within the HVCCE and analyzed in the DEIR is 526 dwelling units over 231 acres. The average density of the No Project (Development Under the Adopted Specific Plan) is 2.28 units per acre.

Finding: The City Council finds that under the "No Project (Development Under the Adopted Specific Plan" Alternative, the project site would allow for implementation of the previously approved HVCCE Specific Plan on the majority of the proposed project site. The "No Project (Development Under the Adopted Specific Plan)" Alternative would have similar environmental consequences compared to the proposed project, with potentially greater impacts upon regional infrastructure relating to drainage and the area circulation system. For these reasons, the alternative would be rejected.

Supporting Explanation: Implementation of the "No Project (Development Under the Adopted Specific Plan)" Alternative would disturb about the same footprint area as the proposed project. Approximately 40.7 acres of the 50.89 acre golf course would be constructed as a less-than-nine-hole course, creating an aesthetic benefit for the community, while making the viability of the golf course questionable. The loss of the golf course is offset by a linear park and public and private active recreation facilities throughout the proposed project. Aesthetic and Visual impacts would be approximately the same. Air Quality impacts associated with short-term construction emissions and long-term operational emissions, Biological impacts, Cultural Resource impacts, Paleontological impacts, and Geology and Soils impacts would be roughly the same due to the same acres being disturbed and constructed. Impacts relating to Noise, Public Services, Land Use, and Public Utilities would be similar due to the similar nature and intensity of residential uses. Impacts relating to Drainage and Traffic and Circulation may be greater under the "No Project (Development Under the Adopted Specific Plan)" Alternative. A 16.9-acre parcel of land at the northeast corner of Devonshire Avenue and Myers Street would not be a part of the project. This would eliminate the opportunity to place a storm water detention basin at a critical location within the area drainage system, and would eliminate the opportunity to establish an important circulation link from Menlo Avenue to Myers Street.

B. Alternate No. 3 - Reduced Intensity Alternative

Description: The Reduced Intensity Alternative would reconfigure land uses on the site to reduce the development footprint and reduce the number of dwelling units proposed on the site. A lower density development concept would be employed and would use R-1 zoning for the property, which would allow 7,200 square foot lots. A total of 543 single family dwelling units could be built on the site under this alternative.

Finding: The City Council finds that construction of the "Reduced Intensity" Alternative would meet some of the project objectives, and would have similar or fewer impacts compared to the proposed project. However, the significant impact relating to Air Quality would still occur and would not be reduced to a level that is less than significant, even with the inclusion of mitigation measures proposed in the DEIR. The Reduced Intensity Alternative is the environmentally superior alternative. The Alternative would still satisfy the following objectives:

- Improve east to west circulation patterns between Menlo Road and Cawston Avenue.

- Eliminate the previously approved golf course and club house.
- Revise the approved drainage configuration to accommodate hillside ephemeral flows, in-tract urban runoff, and an on-site detention basin with 'first flush' functions.

Supporting Explanation: Under the Reduced Intensity Alternative, development would result in the conversion of less open space to development compared to the proposed project and would have less visual and aesthetic impacts because more natural open space would be available. However, associated visual impacts from grading would be about the same as the proposed project because the development footprint would be about the same. Short-term construction-related Air Quality impacts would be similar to the proposed project because a similar amount of land would be graded. Long-term operational Air Quality impacts would be less due to a fewer number of dwelling units. The similar development footprint compared to the proposed project would produce similar impacts relating to Biology, Cultural Resources, Paleontological Resources, Grading, Geology, Soils, and Hydrology. Short-term noise impacts during construction would be similar to the proposed project, but long-term Noise impacts would be expected to be less than the proposed project due to fewer dwelling units. It would be expected that a greater amount of Park acreage would be available under this alternative and, with fewer dwelling units, impacts on parks and open space would be less than the proposed project. The "Reduced Intensity" Alternative is expected to result in less of an impact on Public Services, (police, fire, schools, parks, and libraries), Utilities, and Traffic. The "Reduced Intensity" Alternative would result in similar impacts compared to the proposed project relating to Aesthetic and Light and Glare, Air Quality, Biology, Cultural Resources, Paleontological Resources, Grading, Geology, Soils, and Hydrology. The "Reduced Intensity" Alternative would result in fewer impacts relating to Public Services, Utilities, and Traffic compared to the proposed project. Therefore, the "Reduced Intensity" Alternative would have fewer environmental consequences compared to the proposed project, and is considered to be environmentally superior to the proposed project. However, it does not meet the basic project objectives to offer a wide range of housing opportunities as expressed through the range of lot sizes and housing types, nor would it offer a diversified range of public and private recreational opportunities within the project site. Moreover, development of any project on the proposed site entails major fixed costs relating to area drainage and circulation improvements, which require a density greater than the Reduced Intensity Alternative to generate revenues that offset the fixed costs.

SECTION 11

STATEMENT OF OVERRIDING CONSIDERATIONS

The City Council has considered all potentially feasible mitigation measures to substantially lessen or avoid the Project's significant and unavoidable impacts. Where feasible, mitigation measures have been adopted as part of the Project. The imposition of these measures will reduce the identified impacts, but not to a less-than-significant level. The Council finds that it is not feasible to fully mitigate these Project impacts.

After review of the entire administrative record, including, but not limited to, the Final EIR, the staff report, applicant submittals, and the oral and written testimony and evidence presented at public hearings, the City Council finds that specific economic, legal, social, technological and other anticipated benefits of the Project outweigh the significant and unavoidable impacts, and therefore justify the approval of the Project notwithstanding the identified significant and unavoidable impacts.

The City Council of the City of Hemet hereby declares that, pursuant to State CEQA Guidelines Section 15093, the City Council has balanced the benefits of the proposed Project against any significant and unavoidable environmental impacts in determining whether to approve the project. If the benefits of the project outweigh the unavoidable adverse environmental impacts, those impacts are considered "acceptable".

The City Council hereby declares that the Final EIR had identified and discussed significant effects that may occur as a result of the Project. With the implementation of the mitigation measures discussed in the DEIR, these impacts can be mitigated to a level of less than significant except for the unavoidable and significant impacts as discussed in Sections 6 and 7 herein, (Air Quality, short-term project related emissions, long-term operational project related emissions, and cumulative air emissions that fail to meet State and Federal Air Quality standards), and Cumulative Impacts, due to a lack of guidance on significance of climate change, the Project's contribution to greenhouse gases and climate change is found to be cumulatively considerable.

The City Council hereby declares that it has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting for the Project.

The City Council hereby declares that to the extent any mitigation measures recommended to the City are not incorporated, such mitigation measures are infeasible because they would impose restrictions of the Project that would prohibit the realization of specific economic, social, and other benefits that this City Council finds outweigh the unmitigated impacts.

The City Council further finds that except for the Project, all other alternatives set forth on the Final EIR are infeasible because they would prohibit the realization of the Project alternatives, and/or specific economic, social, or other benefits that this City Council finds outweigh any environmental benefits of the alternatives.

The City Council specifically adopts and makes this Statement of Overriding Considerations acknowledging that this Project has eliminated or substantially lessened all significant effects on the environment where feasible (including the incorporation of feasible mitigation measures), and finds that the remaining significant and unavoidable impacts of the Project are acceptable because the benefits of the Project outweigh the significant and unavoidable impacts identified. The City Council finds that each of the overriding considerations expressed as benefits constitutes a separate and independent ground for such a finding. Any one of the reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the City Council will stand by its determination that each individual reason is sufficient by itself. The substantial evidence supporting the various benefits can be found in the findings within this document and in the documents found in the record of proceedings regarding this Project.

The City Council hereby declares that having reduced the adverse significant environmental effects of the Project, to the extent feasible by adopting the proposed mitigation measures, having considered the entire administrative record on the Project, and having weighed the benefits of the Project against its unavoidable significant impacts after mitigation, the City Council has determined that the economic, social, and environmental benefits of the Project outweigh the unavoidable significant impacts and render those potential significant impacts acceptable based upon the following considerations:

- The Project will offer a wide range of housing opportunities through a range of lot sizes and housing types available for varying types of households and incomes. Housing opportunities consist of single family detached units on lot sizes of 4000, 4500, 5000, 6000, 7000, and 8000 square feet, having a density of 2.0-5.0 dwelling units per acre. The project also includes clustered single family detached units, served by common access driveways, having a density of 5.1-8.0 units per acre. Also included are multi-family townhomes, having a density of 8.1 to 18 units per acre. These housing types collectively offer home ownership in an affordable manner through reductions of conventional lot sizes of 7200 square feet or greater. Six neighborhood parks located within each neighborhood area, a recreation center, and an active sports park are provided to offset reductions in private yard areas. Housing types were conceived in consultation with a real estate economist and were developed to match housing affordability with the wage structure of the local economy.

The proposed housing plan assists the City toward meeting the Goals and Objectives of the Housing Element of the General Plan, The overall housing goals are stated as follows:

1. *The attainment of decent housing within a satisfying living environment for households of all socio-economic, age, and ethnic types in Hemet.*

All structures within the Proposed Project will be constructed pursuant to the Uniform Building Code, and by doing so, must meet contemporary standards for material quality, energy efficiency, park and open space provisions, and participation in funding mechanisms for public services and infrastructure to assure a desirable quality of life. Future sales within the Proposed Project will not discriminate based on socio-economics, age, or ethnicity, and shall comply will all laws to protect individual civil rights. Housing within the Proposed Project would be available for, and appeal to, entry level buyers, move-up buyers, and down-sizing households.

2. *The provisions of a variety of housing opportunities by type, tenure, and cost for households of all sizes throughout the City.*

Although this Goal is applicable at a macro scale City-wide, the Proposed Project individually achieves this goal. The housing types within the Proposed Project for single family detached, single family detached clustered, and townhome categories offer a range in type and cost for households of all sizes.

3. *The development of a balanced residential environment with access to employment opportunities, community facilities, and adequate services.*

The Proposed Project includes recreational opportunities internally and is located within walking distance to an elementary school and existing or planned commercial centers along Florida Avenue. Access to mass transit exists within walking distance along Florida Avenue. The Proposed Project will contribute fair-share funding for the expansion of public parks, libraries, emergency services, schools, and infrastructure to support the additional population.

The City needs development, as proposed within this project, to provide a supply of decent housing that conforms to contemporary standards for construction and energy efficiency, that is

available to a wide range of households, is conceived to match housing with local economic opportunities, and aids in meeting the provisions of the Housing Element of the Hemet General Plan.

- The Project provides a comprehensive program of Design Regulations and Design Guidelines that will ensure that the Project is functional, safe, and attractive. The Design Guidelines have been prepared to address landscaping and standards for project entry designs, street parkway landscaping, often within deeper setbacks, community/paseo trail design, neighborhood parks, a linear park, private recreation facilities, and common open space.

  The Design Guidelines provide consistency and compatibility throughout the project by addressing building scale, architectural styles, roof treatments, building materials, textures, and colors, and setbacks. Design Regulations are provided to address the form and function of public and private recreation facilities and their location within each neighborhood and housing type within the project to promote accessibility. All of these elements assure an attractive development using criteria that meets or exceeds the provisions of the Municipal Code.

- The Project provides a comprehensive program and Landscape Guidelines for an urban landscape that will enhance the aesthetic quality of the Project area, and will be consistent with the design standards that enhance the natural environment, and minimize visual clutter and blight. A greenbelt is planned around the entire project site consisting of either open space, public parks, community trails along drainage facilities, expanded entry treatments, or enhanced parkway landscaping within deeper setbacks to enrich the appearance of the project perimeter. A network of walking paseos, linked with the perimeter community trail promote a safe means for pedestrian access to recreational facilities throughout the project.

- The project will strengthen the local economy by generating tax revenue directly from property tax assessments, and indirectly from increased sales tax for local goods and services. The 754 dwelling units within the Proposed Project would generate a population of approximately 1885 people. The fiscal impact analysis contained in the Hemet General Plan projects annual sales tax revenue generation of $169 per capita. Based on the estimated project population of 1885, the annual sales tax revenue attributable from the proposed project will be $318,565. In addition, the Proposed Project will annex into a Community Facilities District and be subject to a special tax to fund police, fire, and other emergency services. Additional revenue will be generated from property taxes to fund other municipal services at amounts that will be based on the evnutal selling prices of the dwelling units
- The project will improve east to west circulation by constructing Menlo Avenue from Cawston Avenue to Myers Street. The proposed project will improve the east-west vehicular circulation in the area by widening Devonshire Avenue to the standards set forth in the Circulation Element of the Hemet General Plan, and constructing Menlo Avenue as an alternate east to west route. The improvements associated with the construction of these streets will also include drainage facilities that will relieve flooding currently experienced during rainstorms. The construction of these streets will also include sidewalks to improve pedestrian safety.
- The project will improve regional drainage by constructing channels from Seattle Street and from Devonshire Avenue, east of the Project site, to extend along Project boundaries to a detention basin to manage area storm water runoff and temporary storage.

  These improvements will resolve a long-standing drainage problem with the overflow of Seattle channel to the east. This overflow has created access limitations due to road closures and property damage from flooding inside homes. Proposed drainage improvements will include a pipe to allow flows to escape before overflowing the Seattle channel. The pipe will connect to a new channel along the west side of Cawston Avenue, and extend along the north side of Devonshire Avenue for collection in a detention basin. In addition to inundation of the Seattle channel, post-development flows from the north have also contributed to road

closures and flooding. The improvements identified above will also resolve drainage from the north. An elementary school is located at the northeast corner of Menlo and Cawston that will benefit flood protections included in the proposed project.

- The project will elevate community design by including features that do not exist in the community. The project is designed with attractive formal entries that define a sense of arrival into the project and will serve as local landmarks. The project will include a public community trail along the perimeter of the project along Cawston Avenue and Devonshire Avenue. The project will convert an unsightly aqueduct easement to a linear park having public access. The project will include an active sports park and dog run available for use by the community. The project will also include a recreation center that, while designed for the private use of project residents, may be available for public meetings on a fee basis to off-set operating costs.

The City Council hereby declares that the foregoing benefits provided to the public through the approval and implementation of the Project outweighs the identified significant adverse environmental Impacts of the Project that cannot be mitigated to a less than significant level. The City Council finds that each of the Project benefits outweighs the unavoidable adverse environmental impacts identified in the Final EIR and, therefore, finds this impacts to be acceptable.

Accordingly, the City Council adopts the Statement of Overriding Considerations, recognizing that significant unavoidable impacts will result from implementation of the Project. Having (i) adopted all feasible mitigation measures, as discussed in the Environmental Impact Report; (ii) rejected alternatives to the Project, as discussed in the Environmental Impact Report; and (iii) recognized the significant unavoidable impacts of the Project, the City Council hereby finds that each of the separate benefits of the proposed Project, as stated herein, is determined to be unto itself an overriding consideration, independent of other benefits, that warrants approval of the Project and outweighs and overrides its significant unavoidable impacts, and thereby justifies the approval of the Project.

Attachment No. 1d

Mitigation Monitoring Plan

TABLE ES-2

Mitigation Monitoring and Reporting Program Matrix Tres Cerritos East Specific Plan Amendment Environmental Impact Report

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
Aesthetics/Visual						
AES-1	Hillside development shall be limited to slopes of less than 25 percent. Public access to hillside areas shall be restricted and the rocky uplands of the Tres Cerritos Hills shall be preserved as dedicated open space for habitat preservation purposes and for visual purposes (Tres Cerritos East SPA No. 06-2).	Prior to issuance of grading permits and during grading or prior to final map.	City of Hemet Planning Director/ Building Official			
AES-2	At the time a discretionary permit is filed, the applicant shall provide grading plans to the satisfaction of the city engineer. Landscape plans shall be prepared by a licensed landscape architect or contractor to the satisfaction of the planning director and city engineer. A tree preservation plan shall be prepared, if feasible, and a map of rock outcroppings on and within 100 feet of the project site shall be prepared in an attempt to preserve these on-site resources (City of Hemet Municipal Code Section 70-163, Ord. No. 1737, § 3).	Prior to issuance of grading permits	City of Hemet Building Official/Planning Director/City Engineer			
AES-3	Landscaping and revegetation of graded slopes shall occur as soon as possible after grading to minimize the potential for erosion as well as to reduce the potential for visual and aesthetic impacts.	During and after grading.	City of Hemet City Engineer			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
AES-4	The applicant shall adhere to the City's exterior lighting policies and shall incorporate shielding of fixtures to minimize ambient lighting in and adjacent to natural open space areas. Street and parking lot lighting shall be designed with internal baffles to direct lighting toward the ground and have a zero side angle cutoff to the horizon. The applicant shall incorporate a prohibition on floodlights and other ambient lighting by homeowners in or adjacent to the natural open space areas.	Prior to occupancy.	City of Hemet Building Official			
Air Quality						
MM AQ-1	On-road trucks and other mobile equipment shall be properly tuned and maintained to manufacturers' specifications to ensure minimum emissions	During grading and construction.	City of Hemet City Engineer/Building Official/South Coast AQMD			
MM AQ-2	Water or chemical dust suppressants shall be applied in sufficient quantity and frequency to stabilized disturbed areas and/or unpaved roadways.	During grading and construction	City of Hemet Building Official/City Engineer/South Coast AQMD			
MM AQ-3	All clearing and grading activities shall cease during periods of high wind (greater than 20 mph averaged over 1 hour).	During grading and construction	City of Hemet Building Official/South Coast AQMD			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM AQ-4	Prior to issuance of occupancy permits the project applicant or master developer shall prepare a Waste Management Plan which specifies measures that shall be undertaken to encourage recycling. The Waste Management Plan shall, at a minimum, require the separation of recycling and solid waste collection facilities, and shall depict areas within the development where recycling receptacles will be provided. The Waste Management Plan shall be subject to review and approval by the City of Hemet Planning Department	Prior to occupancy	City of Hemet Building Official/Planning Director			
MM AQ-5	Future landscaping plans within the development shall comply with the criteria of the Specific Plan which specifies the types and locations of trees within the development. The criteria shall promote the use of trees to minimize energy consumption associated with the heating and cooling of homes. Trees within the development also would serve as carbon storage which will help offset carbon dioxide emissions from the proposed project.	During construction	City of Hemet Building Official			
MM AQ-6	Prior to approval of building permits, the City of Hemet shall verify that proposed building plans include a note requiring the use of low-flow appliances and fixtures (i.e., toilets, shower heads, washing machines, etc) in order to decrease water consumption during operation of the project site.	Prior to approval of building permits.	City of Hemet Building Official			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM AQ-7	Prior to the issuance of occupancy permits, the applicant or master developer shall provide evidence to the City of Hemet demonstrating that energy efficient appliances (i.e., washer/ fryers, refrigerators, stoves, etc.) have been utilized in the construction of proposed residential homes.	Prior to issuance of occupancy permits.	City of Hemet Building Official			
Biological Resources						
MM BIO-1	The Proposed Project shall participate in the Western Riverside County MSHCP through the payment of fees in compliance with MSHCP Volume 1 of 4, Part 2 of 2, Appendix C, Best Management Practices (BMPs), per Appendix C, MSCHP Compliance Report, Figure 3, MSHCP Criteria Map.	Prior to issuance of grading permits.	City of Hemet Planning Director			
MM BIO-2	Rare plant surveys shall be conducted during the spring blooming period on the western 80-acre portion of the site.	Prior to issuance of grading permits.	City of Hemet Planning Director			Assessment conducted 3/20/09
MM BIO-3	An additional assessment shall be conducted during the wet season and spring blooming season to determine the presence/absence of vernal pool habitat on the site on the western 80-acre portion of the site.	Prior to issuance of grading permits.	City of Hemet Planning Director			Assessment conducted 3/20/09
MM BIO-4	Wet season fairy shrimp surveys shall be conducted during the wet season. Prior to issuance of grading permits.	Prior to issuance of grading permits	City of Hemet Planning Director			Assessment conducted 3/20/09

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM BIO-5	A burrowing owl survey shall be conducted during the spring burrowing owl nesting season on the western 80-acre portion of the site.	Prior to issuance of grading permits.	City of Hemet Planning Director/City Engineer			Assessment conducted 3/20/09
MM BIO-6	A jurisdictional delineation shall be conducted to identify the presence of U.S. Army Corps of Engineers and CDFG jurisdictional wetlands as well as non-wetland Waters of the U.S. and CDFG streambeds on the western 80-acre portion of the site	Prior to issuance of grading permits.	City of Hemet Planning Director/City Engineer			Judisdictional Delineation Report conducted 2/17/09.
MM BIO-7	If proposed, fuel modification shall be assessed as a portion of the project's biological impacts once detailed engineering plans are complete.	Prior to issuance of grading permits.	City of Hemet Planning Director/City Fire Marshall			
MM BIO-8	The applicant shall provide MSHCP Local Development Mitigation Fees in accordance with MSHCP requirements.	Prior to issuance of grading or building permits.	City of Hemet Building Official/City Engineer			
MM BIO-9	The applicant shall provide fees for mitigation of impacts to the SKR. The SKR fee as established by County Ordinance 663.10 is currently $500 per gross acre.	Prior to issuance of building permits.	City of Hemet Building Official			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM BIO-10	The applicant shall pay fees for the loss of Riversidean sage scrub, southern willow, and non-native grassland in accordance with MSHCP requirements, per Appendix C, MSCHP Compliance Report, Figure 3, MSHCP Criteria Map.	Prior to issuance of building permits.	City of Hemet Building Official			
MM BIO-11	For the eastern 80-acre portion of the site, impacts to the 0.1 acre of nonwetland waters of the U.S. would require issuance of a Department of Army Permit (likely a Nationwide Permit) and 401 Certification from the RWQCB. Impacts to the 0.2 acre of CDFG streambed would require a Streambed Alteration Agreement	Prior to issuance of grading permits.	City of Hemet Planning Director/City Engineer			
.MM BIO-12	The federally listed Riverside fairy shrimp and the federally listed vernal pool fairy shrimp have the potential to occur on site. If either of these species is found to occur on-site, consistency with Section 6.1.2 of the MSHCP would be required. Avoidance of impacts is preferred; however, if avoidance is not feasible, minimization of impacts shall occur, or compensatory mitigation, at a minimum of a 1:1 ratio, would be required. If compensatory mitigation is the mechanism used, a Determination of Biologically Equivalent or Superior Preservation would be required.	Prior to issuance of grading permits	City of Hemet Building Official/Planning Director			Assessment conducted 3/20/09. None found.

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM BIO-13	Loss of burrowing owl habitat would be mitigated by payment of the MSHCP fees. This shall include pre-construction surveys within 30 days prior to the onset of vegetation removal activities onsite. If less than 3 burrowing owl pairs are detected, impacts to individual owls would be compensated by passive or active relocation. Any relocation shall be conducted outside of the nesting season (March 1 through August 31) to be consistent with the MSHCP and MBTA. Owl relocation shall adhere to the California Burrowing Owl Consortium's Burrowing Owl Survey Protocol and Mitigation Guidelines (April 1993). If 3 or more burrowing owl pairs are detected, on-site preservation may be necessary, as the project site could be considered to have long-term habitat conservation value under the MSHCP.	Prior to issuance of grading permits.	City of Hemet Building Official/Planning Director			
MM BIO-14	If vegetation clearing is conducted during the bird nesting season, preconstruction surveys for nesting birds shall be conducted to identify active nests and monitor construction activities to avoid impacts. If active nests can not be avoided during the nesting/breeding season, authorization to take any nests would be required through issuance of a Migratory Bird Permit from the USFWS.	Prior to issuance of grading permits.	City of Hemet Building Official/City Engineer/Planning Director			
MM BIO-15	Potential offsite indirect impacts to the Hemet Vernal Pool Complex MSHCP Conservation Area would be mitigated through the implementation of an onsite SWPPP and standard erosion control and water quality BMPs.	During the grading process	City of Hemet Building Official/City Engineer			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
Cultural Resources						
MM CR-1	In the event that any archaeological or historical resources or remains are uncovered during the course of project construction, ground-disturbing activities in the vicinity of the resources shall be redirected until their nature and extent can be evaluated by a qualified archaeologist and the Soboba, Morongo, and Pechanga Tribes. The archaeologist shall examine the area and determine the actions that may be needed to mitigate potential impacts. The City shall consult with the Tribes regarding the archaeologist's recommendations and then shall approve the recommended actions, as appropriate. Work in the area of the previously unknown finds shall halt until impacts to the resources are addressed as directed by the City. Earthmoving shall be allowed to proceed through the site when the archaeological supervisor and the City, in consultation with the Soboba, Morongo, and Pechanga Tribes, determine that the artifacts have been mitigated to the extent necessary.	During grading and construction	City of Hemet City Engineer & archaeologist			
MM CR-2	If human remains are encountered during any earthmoving activities, all work in the area shall stop, and the Riverside County coroner shall be notified. State law dictates that the Native American Heritage Commission shall be notified in the event that the remains are determined to be human and of Native American descent. The City shall notify and consult with members of the Soboba and Pechanga Tribes in the event that the remains are of Native American descent to determine proper disposition of the remains.	During grading and construction.	City of Hemet City Engineer and archaeologist			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
Paleontological Resources						
MM PR-1	A qualified paleontologist shall attend the pre-construction meeting to consult with the grading and excavation contractors concerning excavation schedules, paleontological field techniques, and safety issues. A qualified paleontologist is defined as an individual who: • has a M.S. or Ph.D. in paleontology or geology; • is familiar with paleontological procedures and techniques; • is knowledgeable in the geology and paleontology of Riverside County; • has worked as a paleontological mitigation project supervisor in the county for at least one year.	Prior to grading	City of Hemet City Engineer and paleontologist			
MM PR-2	A paleontological monitor shall be on-site on a full-time basis during the original cutting of previously undisturbed deposits of high paleontological resource potential ("Old Alluvial Fan" deposits [Qof]); and at least on a halftime basis during the original cutting of previously undisturbed deposits of moderate paleontological resource potential ("Young Valley Fill" deposits [Qyv]) to inspect exposures for contained fossils. A paleontological monitor is defined as an individual who has experience in the collection and salvage of fossil materials, and would work under the direction of a qualified paleontologist. As grading progresses, the qualified paleontologist and paleontological monitor shall have the authority to reduce the monitoring program to an appropriate level if it is determined that the potential for impacts to paleontological resources is lower than anticipated.	During grading	City of Hemet City Engineer and paleontologist			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM PR-3	When fossils are discovered, the paleontologist (or paleontological monitor) shall recover them. In most cases this fossil salvage can be completed in a short period of time. However, some fossil specimens (such as a complete large mammal skeleton) may require an extended salvage period. In these instances the paleontologist (or paleontological monitor) shall be allowed to temporarily direct, divert, or halt grading to allow recovery of fossil remains in a timely manner. Because of the potential for the recovery of small fossil remains, such as isolated mammal teeth, it may be necessary to set up a screen-washing operation on the site.	During grading	City of Hemet City Engineer and paleontologist			
MM PR-4	Fossil remains collected during monitoring and salvage shall be cleaned, repaired, sorted, and cataloged as part of the mitigation program.	During grading	City of Hemet City Engineer and paleontologist			
MM PR-5	Prepared fossils, along with copies of all pertinent field notes, photos, and maps shall be deposited (as a donation) in a scientific institution with permanent paleontological collections such as the San Bernardino County Museum, the San Diego Natural History Museum, the Natural History Museum of Los Angeles County, or the Western Center for Paleontology. Donation of the fossils shall be accompanied by financial support for preparation, curation, and initial specimen storage.	During grading.	City of Hemet City Engineer and paleontologist			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM PR-6	A final summary report shall be completed that outlines the results of the mitigation program. This report shall include discussions of the methods used, stratigraphic section(s) exposed, fossils collected, and significance of recovered fossils.	Prior to issuance of occupancy permits.	City of Hemet Building Official/City Engineer			
Geology and Soils						
MM GM-1	Prior to grading: ☐ Proposed structural improvement areas of the site should be cleared of surface and subsurface obstructions and organic material. ☐ Septic tanks and cesspools should be removed or abandoned in accordance with local regulations. ☐ Voids created by removal of buried material should be backfilled with properly compacted soil in general accordance with the recommendations of Appendix F, Preliminary Geotechnical Report. ☐ Near surface soils onsite composed of undocumented fill, topsoil, and loose alluvium should be removed down to competent material as determined by the geotechnical engineer and replaced with properly compacted fill for uniform support under structural improvements and additional fill soils. ☐ Acceptability of all removal bottoms should be reviewed by an engineering geologist with field or laboratory testing under the supervision of a geotechnical engineer. ☐ General remedial removal depths are expected to be 5 to 8 feet below existing grade as recommended by the Preliminary Geotechnical Investigation Report (Appendix F). ☐ When used as compacted fill, high to very high expansive soils should be avoided in the upper 5 feet immediately under structural improvement areas.	Prior to grading and construction.	City of Hemet City Engineer			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
	☐ Removal limit should be established by a 1:1 projection from the edge of fill soils supporting settlement-sensitive structures downward and outward to competent material identified by the geotechnical consultant, and include a perimeter area at least 5 feet beyond the outermost foundation elements for a given structure. ☐ After completion of the recommended removal and prior to placement of additional fill, the approved surface should be scarified a minimum of 8 inches, moisture conditioned, and compacted to a minimum90 percent of the maximum dry density in accordance with ASTM Test Method D1557.					
MM GM-2	Overexcavation of the cut portion of transition lots to mitigate the impact of underlying cut/fill transition conditions. Over excavation should extend to a minimum depth of 3 feet below the bottom of the proposed footings or one half of the maximum fill thickness on the lot, whichever is deeper.	During grading and construction.	City of Hemet City Engineer			
MM GM-3	Overexcavation of the cut lots and streets. Cut lots should be overexcavated to a depth of 3 feet below the bottom of the proposed footings and then capped with compact fill. Bottom of the overexcavation should be sloped at a minimum 2 percent or as needed toward the street to prevent the accumulation of subsurface water.	During grading and Construction	City of Hemet City Engineer			
MM GM-4	Areas to receive structural fill and/or other surface improvements should be scarified to a minimum depth of 8 inches, moisture conditioned to optimum .moisture content, and recompacted to minimum 90 percent of the maximum dry density in accordance with ASTM Test Method D1557.	During grading and construction	City of Hemet City Engineer			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM GM-5	Imported soils and/or the borrow site should be evaluated by the geotechnical consultant prior to importation, and should be granular in nature; free of organic material; have very low expansion potential; have a minimum R-value of 20; and have low corrosion impact to the proposed improvements.	During grading and construction.	City of Hemet City Engineer			
MM GM-6	The onsite soils may generally be suitable as trench backfill provided they are screened for rocks over 6 inches in diameter and organic materials; and should be compacted in uniform lifts by mechanical means to at least 90 percent relative compaction (ASTM Test Method D1557). In addition, excavation of utility trenches should be performed in accordance with the project plans, specifications, and all applicable OSHA requirements.	During grading	City of Hemet City Engineer			
MM GM-7	Site grading should include, if possible, a balance area or ability to adjust import quantities to accommodate some variation in earthwork shrinkage and bulking estimates. Values are provided as guidelines in Appendix F.	During grading	City of Hemet City Engineer			
MM GM-8	Proposed single-family residential structures should be founded on post tension foundation systems due to the existence of medium and very high expansive soils in the near surface. Specific parameters for foundation footings, under-slab moisture retarded, soil moisture levels, and slab subgrade soils are presented in Appendix F.	During design, grading, and construction	City of Hemet City Engineer/Building Official			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM GM-9	The project civil, structural engineer, and architect should consider the potential combined effects of both static and dynamic settlement as presented in Appendix F. The magnitude of the [static] consolidated settlement would be dependent on the thickness of the fill placed above existing ground surface, thickness of clay layers underlying the fill area, and the time of construction of structures from the placement of the fills. Total dynamic (saturated and dry sand) are estimated to be on the order of 2 to 3 inches with differential settlements of 1.5 inch in 40 feet horizontal distance or between similar structural elements of the buildings, whichever is a greater distortion.	During construction and prior to issuance of building permits.	City of Hemet Building Official			
MM GM-10	Minimum horizontal setback distance from the face of slopes for all structural footings should not be less than 7 feet and need not be greater than 15 feet. This distance should be measures from the outside bottom edge of the footing horizontally to the slope face (or to the face of a retaining wall) and should be a minimum of H/2, where H is the slope height. Additional guidance is presented in Appendix F.	During grading and construction	City of Hemet City Engineer/Building Official			
MM GM-11	All slopes should be constructed in accordance with the most current version of the UBC guidelines and the City requirements. If there is discrepancy between the recommendations in the UBC and City requirements or those presented in Appendix F, the more stringent recommendations should be used.	During grading and construction.	City of Hemet City Engineer			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM GM-12	For preliminary design purposes, the lateral earth pressure values for level or sloping backfill are recommended for walls backfilled with onsite and/or imported soils of very low to low expansion potential presented in Table 2 of Appendix F.	During grading and construction, and prior to issuance of occupancy permits.	City of Hemet City Engineer			
MM GM-13	Surface drainage should be controlled at all times. Positive surface drainage should be provided to direct surface water away from the structures toward the street or suitable drainage facilities. Positive drainage may be accomplished by providing a minimum 2 percent gradient away from the structures for a distance of at least 5 feet. Below grade planters should not be situated adjacent to structures or pavements unless provisions for drainage such as catch basins and drains are made. In general, ponding of water should be avoided adjacent to the structures or pavements. Over-watering of the site should be avoided. Protective measures to mitigate excessive site erosion during construction should also be implemented in accordance with the City grading ordinances.	During construction and prior to issuance of occupancy permits	City of Hemet City Engineer			
MM GM-14	Additional corrosion testing should be performed on representative finish grade soils at the completion of rough grading under the direction of a corrosion consultant (corrosion engineer). Concrete foundations in contact with site soils should be designed in accordance with Table 19A-A-4 of the UBC.	During design and grading	City of Hemet City Engineer			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM GM-15	Preliminary pavement design should be based on Caltrans Highway Design Manual. For planning and estimating purposes, a range of TIs has been provided for preliminary pavement recommendations (Appendix F); and final pavement sections should be selected by the project civil engineer or traffic engineer consultant with the appropriate TI data.	During design	City of Hemet City Engineer			
MM GM-16	Concrete structures in contact with site soils should be designed in accordance with Table 19A-A-4 of the UBC.	During design	City of Hemet City Engineer/Building Official			
Hydrology/Drainage/Water Quality						
MM HYD-1	Prior to the issuance of a grading permit, the Applicant shall prepare and submit a SWPPP to the City. The SWPPP shall include a requirement to include hydrocarbon filters along the perimeter of the retention basin. The SWPPP must be prepared by a licensed engineer, hydrologist, or erosion control specialist and shall be reviewed by the City prior to issuance of a grading permit. The SWPPP shall be available on-site at all times for review by the City and RWQCB inspectors.	Prior to issuance of grading permits	City of Hemet City Engineer			
MM HYD-2	The Applicant shall be responsible for coordinating all SWPPPs for various projects and facilities to make sure the overall Proposed Project meets the requirements specified in the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act (Division 7 of the California Water Code).	Prior to issuance of grading permits and during grading.	City of Hemet City Engineer			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM HYD-3	Drainage conveying system and locations shall be constructed in accordance with the recommendations provided in the Drainage Feasibility Study prepared by Mayers & Associates Civil Engineering, Inc., dated June 22, 2006 (Mayers 2006b).	During grading	City of Hemet City Engineer			
Land Use and Planning						
MM LU-1	No significant land use and planning or population and housing impacts have been identified and no mitigation measures are required.					
Noise						
MM N-1	Construction activities shall be limited to those specified in the City ordinance provided in Division 1 - Generally, Section 30-32, Item 33.	During construction and prior to issuance of occupancy permits	City of Hemet Building Official			
MM N-2	The Proposed Project proponent shall develop a construction-related noise mitigation plan and submit it to the City prior to start of work. Examples of noise mitigations which would be implemented to reduce construction noise include the following: ☐ Construction equipment shall be equipped with manufacturer recommended mufflers or equivalent. ☐ Equipment engine covers shall be maintained on the apparatus as designated by the manufacturer. ☐ Construction equipment shall be turned off when not in use.	Prior to obtaining a grading permit.	City of Hemet Building Official			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
	☐ Equipment used for project construction shall be hydraulically or electrically powered whenever possible to avoid noise associated with compressed air exhaust from pneumatically-powered tools. However, where use of pneumatically powered tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used. ☐ External jackets on the tools should be used where feasible. Quieter procedures shall be used such as drilling rather than impact equipment whenever possible. ☐ Stationary noise sources shall be located as far from existing sensitive receptors as possible. If stationary sources must be located near existing sensitive receptors, they shall be adequately muffled and enclosed within temporary sheds or portable sound blankets used.					
Public Health and Safety						
MM PHS-1	The Project Applicant, General Contractor, and/or an assigned Health and Safety Official (H&SO) shall provide training to grading, trenching, and excavation personnel regarding identification protocols for encountering any residual contamination. All suspected area(s) identified by construction workers shall be reported to the proper on-site assigned representative immediately. All work at the identified location shall be stopped until a qualified professional evaluates the suspected contamination area.	Prior to grading	City of Hemet Building Official/ Construction Contractor			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM PHS-2	The Applicant shall perform subsurface soil sampling to determine if past agricultural use has impacted the subsurface soil. Representative samples should be collected from the near surface soil (0 to 1 foot below grade) and deeper soils (3 feet below grade). All near surface samples should be analyzed for pesticides.	Prior to obtaining a grading permit.	City of Hemet Building Official/City Engineer			
MM PHS-3	The Applicant shall perform subsurface soil sampling and analyses to determine the depth of the apparent oil and stained soils located in the vicinity of the equipment storage yard. Soil samples should be collected at selected intervals to the apparent vertical extent of the oil stained soils. All near surface samples should be analyzed for total recoverable hydrocarbons and volatile organic compounds	Prior to obtaining a grading permit.	City of Hemet Building Official/City Engineer			
MM PHS-4	In the event of demolishing or remodeling the residential structure on the subject site, an asbestos and lead paint survey should be completed prior to demolition.	Prior to issuance of demolition permit	City of Hemet Building Official			
MM PHS-5	In general, observations should be made during any future site development for areas of possible contamination such as, but not limited to, the presence of underground facilities, buried debris, waste drums, tanks, staining soil, or odorous soils. Should such materials be encountered, further investigation and analysis may be necessary at that time.	During grading	City of Hemet Building Official/City Engineer			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM PHS-6	A qualified professional shall be available to respond to suspected contamination at the site if found. The credentials of the qualified professional or company shall be submitted to the City for review and approval prior to commencing work at the Proposed Project site. It shall be the responsibility of the qualified professional to evaluate all suspected contaminated areas identified by contracting personnel. The evaluation shall include, but not be limited to, making a professional judgment, taking soil samples for analyses, and/or using portable instruments. The qualified professional or company shall provide a written evaluation and actions to be taken (if required) to the Proposed Project on-site representative. The Proposed Project on-site representative shall implement all action(s) recommended by the qualified professional or company. Additionally, the Proposed Project on-site representative shall notify and provide the City with the written evaluation for each event.	Prior to approval of grading permits; during grading	City of Hemet Building Official/City Engineer			
MM PHS-7	The Project Applicant shall be required to use clean fill material. The Construction General Contractor and assigned H&SO shall examine the source of the fill dirt used at the site. The H&SO shall analyze soil samples if contamination is present in the fill soils and, if contaminated, the soils shall be replaced with clean fill material.	During grading	City of Hemet Building Official/City Engineer			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
Public Services and Utilities						
MM PSU-1	Police Protection: Police protection impact fees shall be paid to the City to cover costs associated with added Police Department services to the area as a result of the Proposed Project.	Prior to occupancy	City of Hemet Building Official			
MM PSU-2	As it relates to police and fire services, prior to approval of any final map, or approval of any final map for any phase of the development, the property covered by said final map ("Tract") shall be included within, or annexed to, a Community Facilities District ("CFD") established under the Mello-Roos Community Facilities Act of 1982 (Government Code § 53311 et seq.) established by the City of Hemet for the provision of public services permitted under Government Code § 53313, including police, fire protection, and emergency medical services (collectively "Public Safety Services"), for which proceedings have been consummated, and shall be subject to the special tax approved with the formation of the CFD with the Tract's annexation into the CFD. The applicant and property owner acknowledge and agree that if the Tract were not a part of the CFD referred to above, the City might lack the financial resources to operate and provide Public Safety Services at the level required under the City's General Plan. Absent this requirement that the Tract be included within the CFD, the City might not be able to make the finding that the project	Prior to approval of final maps.	City of Hemet Building Official			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
	now under consideration ("Project") is consistent with the City's General Plan and might not be able to make findings supporting approval of the Project as required by the Subdivision Map Act and the California Environmental Quality Act and, therefore, might be required to deny approval of the Project. The owner and/or any developer of the Project on the Tract shall notify all potential lot buyers prior to sale of such lot(s) that: (1) the Tract is part of the CFD; (2) each lot within the Tract is subject to the levy of a special tax; and (3) the amount of the special tax for the subject lot. This notification shall be in a manner approved by the City. This requirement may only be waived by the City Council if, at the time the final map is considered for approval, the City Council determines, based on substantial evidence in the record, that each of the following three findings can be met: (1) the Tract is located in a target area that is currently in compliance with the public safety response time mandates set forth in the General Plan; (2) that build-out and occupancy of the Project on the Tract will not result in the target area becoming non-compliant with the response time mandates of the General Plan; and (3) that, after considering the cumulative impacts of the subject Project, currently existing projects and reasonably anticipated future projects within the target area, the target area will remain in compliance with the response time mandates of the General Plan.					

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM PSU-3	Fire Protection: 1. Fire protection impact fees shall be paid to the City to cover costs associated with projected service levels as a result of the Proposed Project. 2. All water lines and fire hydrants constructed at the Proposed Project site shall be reviewed by the City Fire Department and shall be designed to meet their requirements. 3. The City Fire Department shall approve all fire hydrant locations and other fire design requirements for the Proposed Project.	Prior to issuance of occupancy permits.	City of Hemet Fire Official			
MM PSU-4	Parks: The applicant will provide parkland per Hemet Municipal Code Chapter 70 (Subdivisions) Article X (Public Parklands and/or Dedication) either by payment of development fee or dedication of land.	Prior to issuance of occupancy permits	City of Hemet Building Official			
MM PSU-5	Schools: 1. The developer shall pay school impact fees and/or land and improvements pursuant to the requirements of SB 50. This shall be established in accordance with State formulas for determining developer fees. 2. The developer shall coordinate all school services resulting from the development with the HUSD or the SJUSD, as appropriate. Thedeveloper may enter an agreement with either of the districts.	Prior to issuance of occupancy permits	City of Hemet Building Official			
MM PSU-6	Library Services: Library impact fees shall be paid to the City to cover costs associated with increased demands associated with library services resulting from the Proposed Project.	Prior to issuance of occupancy permits	City of Hemet Building Official			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM PSU-7	Water: 1. The EMWD has determined that adequate sources of water are available for domestic water supplied for the Proposed Project. The developer shall be responsible for the construction or supplemental production, transmission, and storage facilities needed to serve the Proposed Project in accordance with the supply assessment. 2. The Proposed Project developer shall be responsible for all costs associated with the preparation, recommendations, and/or decisions resulting from the water supply assessment, if so required. 3. Water-related development impact fees and water related charges in effect during construction shall be paid to EMWD. 4. The Proposed Project developer shall be responsible for installing the necessary infrastructure to achieve fire protection and the maximum/minimum water pressure service standards as provided by the EMWD. 5. The Proposed Project developer shall be required as necessary to install both potable water to each residential lot required by the EMWD and as set forth in SB 221 and SB 610. All connections to the recycled water system will be the responsibility of the developer.	Prior to issuance of occupancy permits.	City of Hemet Building Official			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM PSU-8	Wastewater Services: 1. The Proposed Project developer shall pay all development impact fees associated with wastewater-related charges resulting from the Proposed Project at the time of permit issuance. These fees shall include, but not be limited to, sewer treatment expansion fees and necessary permits. 2. The Proposed Project developer shall be responsible for complying with the RWQCB Basin Plan.	Prior to issuance of occupancy permits	City of Hemet Building Official			
MM PSU-9	Stormwater: The Proposed Project developer shall obtain all necessary NPDES permits from the RWQCB related to construction and operation of the Proposed Project.	Prior to issuance of occupancy permits	City of Hemet Building Official			
MM PSU-10	Natural Gas, Electricity, Solid Waste, and Other Utilities: Environmental impacts associated with the supply of natural gas, electricity, solid waste, and other utilities would be less-than-significant. Therefore, no mitigations are proposed for these utilities.	None	Not Applicable			
Transportation and Traffic						
~~MM T-1~~	~~Construct Myers Street at its ultimate half section width (32 foot part width) as a Collector from Driveway 1 (Menlo Avenue) to Devonshire Avenue.~~	During construction	City of Hemet City Engineer			
MM T-~~2~~1	Construct Myers Street as a 32-foot paved roadway from Devonshire Avenue to its current terminus north of Florida Avenue for access purposes.	During construction	City of Hemet City Engineer			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
MM T-~~3~~2	Construct Devonshire Avenue at its ultimate half section width as a Secondary roadway from Myers Street to Cawston Avenue.	During construction	City of Hemet City Engineer.			
MM T-~~4~~3	Construct Cawston Avenue at its ultimate half section width as a Secondary roadway in conjunction with development from Menlo Avenue to Devonshire Avenue.	During construction.	City of Hemet City Engineer			
MM T-~~5~~4	Construct Menlo Avenue at its ultimate half section width (32-foot part width) as a Collector from the northerly project boundary ~~Driveway 3 (Menlo Avenue)~~ to Cawston Avenue.	During construction	City of Hemet City Engineer			
MM T-~~6~~5	Construct Menlo Avenue as its ultimate full section width as a Collector from ~~Driveway 1 on Myers Street to Driveway 3 on Menlo Avenue (A Street)~~ Devonshire Avenue to the northerly project boundary.	During construction	City of Hemet City Engineer			
~~MM T-7~~	~~Install a traffic signal at the proposed intersection of Driveway 4 and Devonshire Avenue in conjunction with the development.~~	During construction	City of Hemet City Engineer			
MM T-6	Construct Celeste Road from the westerly project boundary to Menlo Avenue as a collector road. This improvement should be coordinated with the development to the west to ensure proper alignments.	During Construction	City of Hemet City Engineer			
MM T-7	Install appropriate channelization for the southbound traffic at Driveway 1 to restrict movements to right turns in/out and left turns in only at the Driveway 1/Devonshire Avenue intersection. Install a 150 foot eastbound left turn lane at this location along Devonshire Avnue.	During Construction	City of Hemet City Engineer			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
~~MM T-9~~	~~Construct a minimum 150-foot eastbound left turn lane on Devonshire Avenue at Driveway 2 and Driveway 4.~~	~~During construction~~	~~City of Hemet City Engineer~~			
MM T-~~10~~9	Construct minimum 150-foot left turn lanes on all approaches at the intersection of Cawston Avenue and Menlo Avenue.	During construction	City of Hemet City Engineer			
MM T-~~11~~10	On-site traffic signing and striping should be implemented in conjunction with detailed construction plans for the project site.	During construction	City of Hemet City Engineer			
MM T-~~12~~11	Sight distance at the project entrances should be reviewed with respect to standard Caltrans and City sight distance standards at the time of preparation of final grading, landscape, and street improvement plans.	During construction	City of Hemet City Engineer			
MM T-~~13~~12	Provide stop sign controls at all project driveways that intersect with public roadways and do not meet traffic signal warrants.	During construction	City of Hemet City Engineer			
MM T-~~14~~13	For existing plus ambient plus project ~~cumulative~~ traffic impacts, install traffic signals and improvements as identified in Table 6-~~1~~2 and Exhibit 8-AB of the Traffic Impact Analysis, dated ~~March 6, 2007~~ August 2007 (with the exception of the elimination of the traffic signal at the project driveway on Devonshire Avenue).	During construction	City of Hemet City Engineer			
~~MM T-15~~	~~For existing plus ambient plus project traffic impacts, install traffic signals and improvements as identified in Table 6-2 and Exhibit 8-B of the Traffic Impact Analysis, dated March 6, 2007.~~	~~During construction~~	~~City of Hemet City Engineer~~			

No.	Mitigation Measure	Time Frame for Implementation	Responsible Party/ Monitoring Agency	Verification of Compliance		
				Initials	Date	Remarks
~~MM T-17~~	~~For general plan buildout with project traffic impacts, provide the recommended improvements for the roadway segments identified in Table 7-2 of the Traffic Impact Analysis, dated March 6, 2007.~~	~~During construction~~	~~City of Hemet City Engineer~~			
MM T-~~18~~14	Provide fair share contributions for roadway improvements as indicated in Table ~~7-3~~ 9-1 and 9-3 of the Traffic Impact Analysis, dated ~~March 6, 2007~~ August 2007.	During construction	City of Hemet City Engineer			
~~MM T-19~~	~~Coordinate off-site improvements with the proposed West Hemet Roadway Phasing and Financing Program.~~	~~During construction~~	~~City of Hemet City Engineer~~			
MM T-~~20~~15	Participate in the funding of off-site improvements needed to serve cumulative future conditions through the payment of appropriate fees (TUMF and City fees). Improvements along Florida Avenue, Sanderson Avenue, Stetson Avenue, Esplanade Avenue, and Warren Road are included in the TUMF Program for Western Riverside County.	During construction	City of Hemet City Engineer			

Attachment No. 2

City Council Ordinance
Bill No. 11-001
For
Adoption of SPA 06-001

CITY OF HEMET
Hemet, California
ORDINANCE BILL NO. 11-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT NO. 06-001, AMENDMENT TO THE HEMET VALLEY COUNTRY CLUB ESTATES SPECIFIC PLAN (SP 09-009) AND READOPTION AS THE TRES CERRITOS SPECIFIC PLAN (SP 09-009) LOCATED ON THE NORTHWEST CORNER OF W. DEVONSHIRE AVENUE AND CAWSTON AVENUE (APN'S 448-100-001, et. al.)

WHEREAS, an application for Specific Plan Amendment No. 06-001 for an amendment to the Hemet Valley Country Club Estates Specific Plan (SP 90-009) has been duly filed by:

Owner/Applicant:	Signal Family Hemet, LLC Omni Financial, LLC MJ&M, LLC
Lot Area:	162.8+/- Acres
Location:	Northwest corner of W. Devonshire Avenue and Cawston Avenue
APN:	448-100-001 thru 018; and 448-110-001 thru 022; and,

WHEREAS, the Planning Commission has the authority per Section 90-614 of the Hemet Municipal Code to recommend action on Specific Plan Amendment No. 06-001 to amend the Hemet Valley Country Club Estates Specific Plan (SP 90-009); and,

WHEREAS, on June 21, 2011 and August 16, 2011, the Hemet City Planning Commission conducted a duly noticed public hearing, at which it received public testimony concerning the project, considered the proposed project, and recommended that the City Council approve the said specific plan amendment; and,

WHEREAS, in accordance with Government Code Section 65090, on October 27, 2011 and February 16, 2012, the City gave public notice by advertising in the Press Enterprise and by mailing to property owners within 1,000 feet, of the holding of a public hearing at which the project would be considered by the City Council; and,

WHEREAS, in accordance with Government Code Section 65453, on November 8, 2011 and February 28, 2012, the City Council held the noticed public hearing at

which interested persons had an opportunity to testify in support of, or opposition to, the Specific Plan Amendment No. 06-001 for Hemet Valley Country Club Estates Specific Plan (SP 90-009), and at which the City Council considered the requested Tres Cerritos East Specific Plan Amendment No. 06-001 and readoption as the Tres Cerritos Specific Plan (SP 90-009); and,

WHEREAS, at this public hearing on November 8, 2011 and February 28, 2012, the City Council considered, heard public comments on, and approved and certified an Environmental Impact Report and Mitigation Monitoring Program for the project by Resolution.

NOW THEREFORE, the City Council of the City of Hemet, California, does determine, find, resolve and order as follows:

SECTION 1: ENVIRONMENTAL FINDINGS

The City Council, in light of the whole record before it, including but not limited to, the City's Local CEQA Guidelines and Thresholds of Significance, the recommendation of the Planning Commission of the City of Hemet, the recommendation of the Planning Director as provided in the Staff Report dated June 21, 2011 and documents incorporated therein by reference, and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2) within the record or provided at the public hearing of this matter, hereby finds and determines as follows:

1. CEQA: The approval of this Specific Plan Amendment is in compliance with requirements of the California Environmental Quality Act ("CEQA"), in that on February 28, 2012, at a duly noticed public hearing, the City Council approved Specific Plan Amendment No. 06-001 with an certified Environmental Impact Report and Mitigation Monitoring Program reflecting its independent judgment and analysis and documenting that there was not substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. The documents comprising the City's environmental review for the project are on file and available for public review at Hemet City Hall, 445 E. Florida Avenue, Hemet, California 92543.

2. **Multiple Species Habitat Conservation Plan (MSHCP):** The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 2: SPECIFIC PLAN AMENDMENT FINDINGS

1. **That the Specific Plan Amendment is in conformance with the latest adopted General Plan:**

The proposed project is in conformance with the General Plan for the City of Hemet with the designation of Specific Plan by incorporating into the existing Specific Plan No. 90-009 designated for residential development. The specific plan includes a master plan of development incorporating pedestrian amenities both internal and external to the project. In addition, the existing Specific Plan No. 90-009 was designed at a human scale an incorporated buffering in the form of landscaping, setbacks and building orientation to provide a transition between the surrounding residential uses. The proposed Specific Plan Amendment No. 06-001 will implement the goals of providing commercial services for the community at large.

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2. **The Specific Plan or Amendment provides for the development of a comprehensively planned project that is superior to development otherwise allowed under the conventional zoning classifications.**

The proposed Specific Plan Amendment No. 06-001 involve pedestrian and vechicular linkages that have been designed to connect the Tres Cerritos East with the surrounding residential communities. The proposed development will solve local stormwater drainage problems and provide recreational amenities in the form of parkland and recreational facilities.

3. **The proposed Specific Plan or Amendment provides for the construction, improvement, or extension of transportation facilities, public utilities and public services required by the long-term needs of the project and/or other area residents, and complements the orderly development of the city beyond the project boundaries.**

The project as conditioned will improve the site in a manner that is consistent with the General Plan Circulation Element which will serve future traffic generated by the proposed residential development. The traffic analysis for the original Specific Plan and the proposed Specific Plan Amendment has determined that the streets and circulation system in the area will be adequate to handle the future anticipated traffic needs with the provision of the suggested mitigation measures.

The proposed Specific Plan Amendment for the project is compatible with the existing development constructed and planned for immediately north, east and south of the subject site. The original Specific Plan has determined that the streets and circulation system in the area will be adequate to handle the future anticipated traffic needs with the provision of the suggested mitigation measures.

SECTION 3: ADOPTION OF SPECIFIC PLAN AMENDMENT

Specific Plan Amendment No. 06-001 to the Hemet Valley Country Club Estates Specific Plan (SP 90-009) and readoption as the Tres Cerritos Specific Plan (SP 90-009) is hereby adopted as indicated in Exhibit A, as described in Exhibit B, and subject to the conditions of approval in Exhibit C.

SECTION 4: SEVERABILITY

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

SECTION 5: PUBLICATION

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated with the City in accordance with Government Code Section 36933(a), or to cause this Ordinance to be published in the manner required by law using the alternative summary and posting procedure authorized under Government Code Section 39633(c).

SECTION 6: EFFECTIVE DATE

This ordinance will become effective 30 days after its adoption.

INTRODUCED at the regular meeting of the Hemet City Council on February 28, 2012.

APPROVED, AND ADOPTED this _____ day of _____.

_____
Robert Youssef, Mayor

ATTEST:

_____
Sarah McComas, City Clerk

APPROVED AS TO FORM:

_____
Eric S. Vail, City Attorney

State of California)
County of Riverside)
City of Hemet)

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Ordinance is the actual Ordinance introduced and placed upon its first reading at a regular meeting of the City Council on the ___ day of _____ 2011, and adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the _____ day of _____ by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Sarah McComas, City Clerk

Attachment No. 2a

Tres Cerritos Specific Plan (SP 90-009)

[Avaiable for review at www.cityofhemet.org of Community Development Department.]

Attachment No. 2b

Legal Descripton

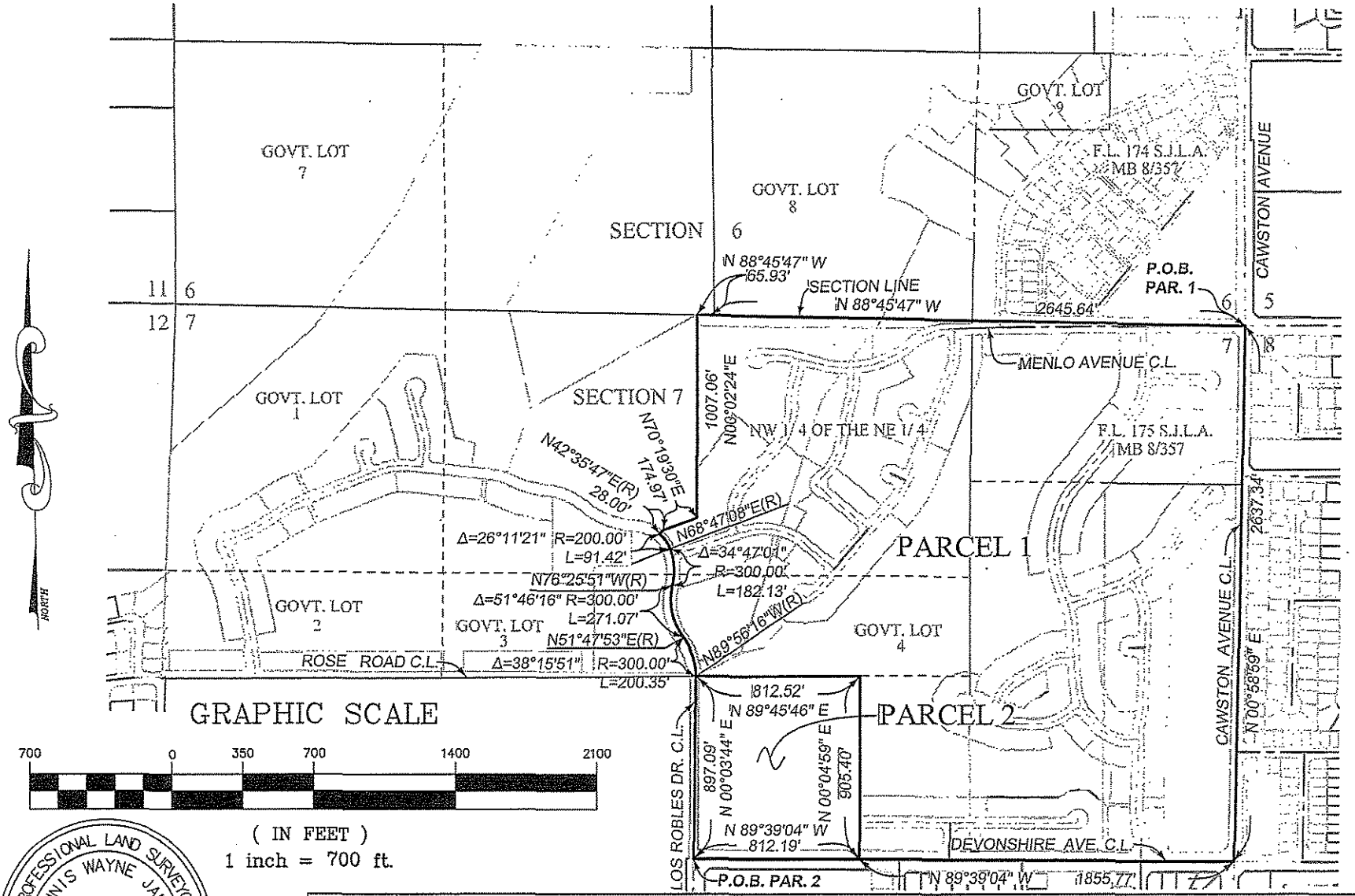


EXHIBIT B

PLAT: PORTIONS OF SECTIONS 6 & 7
T.5S., R.1W. SBBM

SEC. 6&7, T.5S., R.1W. SBBM

DRAWN BY: BH	DATE: 07-05-11	W.O. # SM-11-029	SHEET 1 OF 1

PARCEL 1

BEING PORTIONS OF FRACTIONAL SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE MERIDIAN, AND A PORTION OF TRACT XX AS SHOWN ON PARTITION MAP RANCHO SAN JACINTO VIEJO AND FARM LOT 175 OF THE SAN JACINTO LAND ASSOCIATION PER BOOK 8 OF MAPS, PAGE 357, RECORDS OF COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

***BEGINNING** AT THE NORTHEAST CORNER OF SAID SECTION 7, AS SHOWN ON TRACT MAP 29550 IN BOOK 299, PAGES 78 THROUGH 99, INCLUSIVE, OF MAPS, RECORDS OF COUNTY OF RIVERSIDE, OF SAID STATE , SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF MENLO AVENUE AND CAWSTON AVENUE AS SHOWN ON SAID TRACT MAP 29550 ;*

***THENCE** SOUTHERLY ALONG THE EASTERLY LINE OF SAID SECTION AND THE SAID CENTERLINE OF CAWSTON AVE, SOUTH 00°58'59" WEST, A DISTANCE OF 2,637.34 FEET TO THE CENTERLINE INTERSECTION OF SAID CAWSTON AVENUE AND DEVONSHIRE AVENUE, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF SAID TRACT MAP 29550 ;*

***THENCE** WESTERLY LEAVING SAID EASTERLY LINE OF SAID SECTION 7 AND ALONG SAID CENTERLINE OF DEVONSHIRE AVENUE, NORTH 89°39'04" WEST, A DISTANCE OF 1,855.77 FEET TO A POINT ON LAST SAID, CENTERLINE SAID POINT ALSO BEING AN ANGLE POINT ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT MAP 29550 ;*

***THENCE** NORTHERLY LEAVING SAID CENTERLINE , NORTH 00°04'59" EAST, A DISTANCE OF 905.40 FEET TO A POINT ON THE SOUTHERLY LINE OF GOVERNMENT LOT 4 OF SAID FRACTIONAL SECTION 7, SAID POINT ALSO BEING AN ANGLE POINT ALONG THE SAID SOUTHERLY BOUNDARY OF SAID TRACT MAP 29550 ;*

***THENCE** ALONG LAST SAID SOUTHERLY BOUNDARY LINE, SOUTH 89°45'46" WEST, A DISTANCE OF 812.52 FEET TO THE CENTERLINE INTERSECTION OF LOS ROBLES ROAD AND ROSE ROAD AS SHOWN ON SAID TRACT MAP 29550, SAID POINT BEING ON A NON-TANGENT CURVE WITH A RADIUS OF 300.00 FEET AND A RADIAL BEARING OF NORTH 89°56'16" WEST;*

***THENCE** CONTINUING NORTHERLY ALONG THE SAID CENTERLINE OF LOS ROBLES DRIVE THROUGH A CENTRAL ANGLE OF 38°15'51" AND AN ARC DISTANCE OF 200.35 FEET TO A REVERSE CURVE WITH A RADIUS OF 300.00 FEET AND A RADIAL BEARING OF NORTH 51°47'53"EAST;*

***THENCE** CONTINUING NORTHERLY ALONG LAST SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 51°46'16" AND AN ARC DISTANCE OF 271.07 FEET TO A REVERSE CURVE WITH A RADIUS OF 300.00 FEET AND A RADIAL BEARING OF NORTH 76°25'51"WEST;*

***THENCE** CONTINUING NORTHERLY ALONG LAST SAID CENTERLINE THROUGH A CENTRAL ANGLE 34°47'01" AND AN ARC DISTANCE OF 182.13 FEET TO A COMPOUND CURVE WITH A RADIUS OF 200.00 FEET AND A RADIAL BEARING OF NORTH 68°47'08"EAST;*

EXHIBIT A	LEGAL DESCRIPTION PARCEL 1		
DRAWN BY: BH	DATE: 07-05-11	W.O. # SM-11-029.	SHEET 1 OF 3

THENCE *CONTINUING NORTHEASTERLY ALONG LAST SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 26°11'21" AND AN ARC DISTANCE OF 91.42 FEET TO AN ANGLE POINT ON THE SOUTHERLY BOUNDARY OF LOT Y OF SAID TRACT MAP 29550;*

THENCE *EASTERLY LEAVING LAST SAID CENTERLINE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT Y NORTH 42°35'47" EAST A DISTANCE OF 28.00 FEET TO AN ANGLE POINT ON THE SOUTHERLY BOUNDARY LINE OF LOT 7 AS SHOWN ON SAID TRACT MAP 29550;*

THENCE *CONTINUING NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF LOT 7 NORTH 70°19'30" EAST A DISTANCE OF 174.97" FEET TO THE EASTERLY BOUNDARY LINE OF SAID LOT 7;*

THENCE *NORTHERLY ALONG SAID EASTERLY LINE OF LOT 7 NORTH 00°02'24" EAST A DISTANCE OF 1007.06 FEET TO A POINT ON THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 7;*

THENCE *EASTERLY ALONG SAID NORTHERLY LINE OF SAID FRACTIONAL SECTION 7, SOUTH 88°45'47" EAST A DISTANCE OF 65.93 FEET, TO THE NORTH QUARTER CORNER OF SAID FRACTIONAL SECTION 6;*

THENCE *CONTINUING EASTERLY ALONG SAID NORTHERLY LINE OF SAID FRACTIONAL SECTION 7, SOUTH 88°45'47" EAST, A DISTANCE OF 2,645.64 FEET TO THE* ***POINT OF BEGINNING;***

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 149.01 ACRES MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO MADE A PART HEREOF.

EXHIBIT A	LEGAL DESCRIPTION PARCEL 1		
DRAWN BY: BH	DATE: 07-05-11	W.O. # SM-10-027	SHEET 2 OF 3

PARCEL 2

BEING A PORTION NORTHEAST QUARTER OF SECTION 7, AS SHOWN ON TRACT MAP 29550 IN BOOK 299, PAGES 78 THROUGH 99, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY OF RIVERSIDE:

***BEGINNING** AT CENTERLINE INTERSECTION OF DEVONSHIRE AVENUE AND LOS ROBLES DRIVE AS SHOWN ON SAID MAP;*

***THENCE** NORTHERLY ALONG SAID CENTERLINE OF LOS ROBLES DRIVE, NORTH 00°03'44" EAST, A DISTANCE OF 897.09 FEET TO THE CENTERLINE INTERSECTION OF ROSE ROAD AND LOS ROBLES DRIVE, AS SHOWN ON SAID MAP;*

***THENCE** EASTERLY LEAVING SAID CENTERLINE OF LOS ROBLES DRIVE, ALONG THE BOUNDARY OF SAID TRACT MAP, NORTH 89°45'46" EAST, A DISTANCE OF 812.52 FEET TO AN ANGLE POINT ALONG THE SAID BOUNDARY;*

***THENCE** CONTINUING ALONG THE BOUNDARY OF SAID TRACT MAP, SOUTH 00°04'59" WEST, A DISTANCE OF 905.40 FEET TO THE CENTERLINE OF SAID DEVONSHIRE AVENUE SAID POINT ALSO BEING AN ANGLE POINT IN SAID BOUNDARY;*

THENCE** LEAVING THE BOUNDARY OF SAID TRACT MAP 29550, NORTH 89°39'04" WEST, A DISTANCE OF 812.19 FEET ALONG THE CENTERLINE OF SAID DEVONSHIRE AVENUE TO THE **POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 16.81 ACRES MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO MADE A PART HEREOF.

EXHIBIT A	LEGAL DESCRIPTION PARCEL 2		
DRAWN BY: BH	DATE: 07-05-11	W.O. # SM-10-027	SHEET 3 OF 3

Attachment No. 2c

Recommended Conditions of Approval for SPA 06-001

CITY OF HEMET

DRAFT
CONDITIONS OF APPROVAL

PLANNING COMMISSION DATE: **August 16, 2011**
CITY COUNCIL DATE: **February 28, 2012**

PROJECT NO.: **SPA No. 06-001 (Tres Cerritos East)**
APPLICANT: **Signal Family Hemet, LLC**
Omni Financial
MJ&M, LLC
LOCATION: Northwest corner of Devonshire Avenue and Cawston Avenue
DESCRIPTION: Specific Plan Amendment of the Hemet Valley Country Club Estates (SP 90-009).
OCCUPANCY: This project has been reviewed as a **B Occupancy**; any other use will require further review.

Note: Any conditions revised at a hearing will be noted by ~~strikeout~~ (for deletions) and/or underline (for additions), and any newly added conditions will be added at the end of all conditions regardless of the Department originating the condition.

General Conditions:

1. Within 30 calendar days of the adoption of the Specific Plan Ordinance, the applicant shall provide twenty (20) copies of the final adopted Specific Plan document to the Planning Department in Microsoft Word and Adobe PDF word processing format on compact disc (CD).

Text Revisions:
(The following required revisions to the Specific Plan document shall be performed prior to first reading of the ordinance at the City Council hearing on the Specific Plan amendment and shown in underline text.)

2. Applicant shall modify the Specific Plan title page to include the Council Ordinance number and date of adoption on the final adopted document.

3. Applicant shall include City Council Ordinance adopting the Specific Plan amendment as an appendix.

4. Applicant shall include the adopted Mitigation Monitoring Plan as an appendix.

5. Applicant shall modify Specific Plan text to reference the Indemnification Agreement and include Agreement as an appendix.

6. Applicant shall modify Specific Plan text to show design of entry monuments shown on Exhibit 4.9.

7. Applicant shall modify Master Circulation Plan (Exhibit 4.1) on page 64 to show existing signalized intersections and proposed stop sign locations.

8. Applicant shall add an explanation on Master Drainage Plan (Exhibit 4.11) on page 81 to indicate the method and direction of the flow of stormwater from the proposed water quality basin at the corner of Myers Street and Devonshire Avenue to the ultimate downstream location.

9. Applicant shall modify the text and exhibits in Section IV.E. to show the revised master drainage plans, both interim and ultimate. The exhibits should be revised to show how the downstream drainage system is connected and the timing and responsibility for improvements.

10. Applicant shall modify Specific Plan text in Chapter IV to indicate that all utilities, landscape and sidewalk currently located in that portion of Menlo Avenue servicing the Peppertree development shall remain in place with such modifications as may be necessary for the Tres Cerritos Development to accept storm water and run-off in accordance with Section III of the William Tate memorandum dated 8/8/11. Tres Cerritos East Development shall, at it's sole cost and expense, install all landscape and irrigation pursuant to the Construction Plan outlined in Condition No. 35 to prevent erosion and minimize dust.

11. Applicant shall modify Specific Plan text Chapter IV.A. (Circulation) to indicate the following traffic flow improvements to be installed at the sole cost and expense of the Tres Cerritos East Development:

    a. Driveway 3
        i. Driveway 3 shall be no less than 66 feet wide.
        ii. Any traffic control devices at this location shall be reviewed and approved by the City Engineer, and not inhibit through traffic flow or safety. Due to the curve of Menlo Ave. at this location, no median break is allowed.

12. Applicant shall modify Section IV.E (Drainage) to indicate the following drainage improvements for the benefit of the Peppertree Development installed at the sole cost of the Tres Cerritos East Development:

a. Acceptance of Line A Discharge. The Tres Cerritos East Development shall be required to accept and transport all storm drain waters dischared from the Line A storm drain.
b. Acceptance of Waters from the Menlo Triangle. The Tres Cerritos East Development shall be required to accept all storm waters and run-off from the Menlo Triangle, as depicted on Exhibit A of the William Tate memorandum dated 8/8/11.
c. Acceptance of Storm Water and Run-off from Menlo Avenue. Following the construction of such improvements required to be performed by PCG-Peppertree, L.P. and Tres Cerritos East relating to the completion of Menlo Avenue, the Tres Cerritos East Development shall be required to accept and properly discharge all storm waters and run-off associated with Menlo Avenue.

13. Applicant shall modify Table I-2 on page 10 to indicate that SFD 4000 lots are allowed as the base dwelling unit type an alternative to Townhomes in Planning Area 11.

14. Applicant shall modify the text in Section II.B, starting on page 23 to update the Specific Plan's relationship to the 2030 General Plan.

15. Applicant shall modify the development standards for the SFD 4000 lot types to increase the front yard setback requirement from 10 feet to 15 feet on page 94.

16. Applicant shall modify the development standards for the SFD 5000 lot type to increase the front year setback requirements from 10 feet to 15 feet on page 97.

17. Applicant shall modify the text in Section II.C. Environment to include the adopted Mitigation Measures contained in the Final EIR.

18. Applicant shall modify the text in Section VII.D to discuss the requirement of having a Park Development Agreement and Plan prior to approval of a master subdivision of the Tres Cerritos East Planning Area.

END

Attachment No. 3

City Council Meeting Minutes of 11/8/11

MINUTES

REGULAR MEETING OF THE HEMET CITY COUNCIL

November 8, 2011

6:00 p.m. **www.cityofhemet.org**
City of Hemet Council Chambers
450 E. Latham Avenue Please silence all cell phones

Call to Order

Mayor Franchville called the meeting to order at 6:00 p.m.

Roll Call

PRESENT: Council Members Krupa, Smith and Mayor Franchville
ABSENT: Council Member Foreman and Vice Mayor Youssef
Council Member Krupa moved and Council Member Smith seconded a motion to excuse Council Member Foreman and Vice Mayor Youssef. Motion carried 3-0.

Closed Session

Notice of Opportunity for Public Comment
There were no public comments presented at this time.

Eric Vail, City Attorney, requested that the City Council add two matters of anticipated litigation to Closed Session. These matters arose subsequent to the preparation of the agenda and require action prior to the December 13, 2011 City Council meeting.
Mayor Franchville moved and Council Member Krupa seconded a motion to add the items to Closed Session. Motion carried 3-0.

The City Council recessed to Closed session at 6:03 p.m.
Vice Mayor Youssef arrived at 6:15 p.m.

1. Conference with Labor Negotiators
   Pursuant to Government Code section 54957.6
   Agency designated representatives: City Manager Nakamura
   Employee Organizations:
   - Communications Workers of America (CWA) Non-Sworn Police Employees
   - Hemet Fire Fighters Association

1.A Conference with Legal Counsel - Anticipated Litigation
Two (2) matters of significant exposure to litigation pursuant to Government Code section 54956.9(b)

Eric Vail, City Attorney, the City Council gave direction to staff regarding the labor union that was agendized as a Closed Session item. There was also a spirited public discussion regarding the Public Safety Departments.

Public Hearings

12. **Specific Plan Amendment No. 06-01 (Tres Cerritos East) and Enviromental Assessment No. 06-019, Northwest corner of Cawston and Devonshire Avenues** - Community Development Director Elliano
    a. Conduct a public hearing; and
    b. Affirm the Planning Commission's recommendation for DENIAL of SPA 06-01 and adopt a resolution **(Resolution Bill No. 11-096);**

    OR

    c. APPROVE IN CONCEPT the applicant's Revised Proposal for SPA-06-01 as presented in their letter dated November 2, 2011, and direct the applicant to revise the specific plan text for formal adoption at a subsequent City Council meeting; and direct the staff and the City Attorney to prepare the required Resolution to certify the Final Environmental Impact Report and adopt the Findings and Statement of Overriding Considerations for the revised project in accordance with CEQA.

Deanna Elliano, Community Development Director, gave the City Council a powerpoint presentation regarding Tres Cerritos Specific Plan Amendment. The proposal is to amend the Hemet Valley Country Club Estates Specific Plan by: changing its name to Tres Cerritos Specific Plan; adding a 16.9 acre parcel to the plan; deleting the golf course and changing the residential layout and unit mix; realigning Menlo Avenue through the project; and adding a recreational center and park sites. The purpose of this meeting is to hold a public hearing and either affirm the Planning Commissions' recommendation for denial of the project; approve in concept the Applicant's revised proposal; or provide direction to the applicant and staff for alternative modifications or revisions to the proposed plan. Ms. Elliano showed the City Council an aerial view and zoning map for the project area. Tres Cerritos SP was adopted 11/12/91 on 336 acres for 641 dwelling units. Amended on 8/10/99, renamed as Hemet Valley Country Club Estates with 710 units and golf course. Peppertree Specific Plan was adopted in 2003, eliminating the golf course option. Tres Cerritos West amendment adopted 1/11/05 for western 190 acres and allowing 177 single family lots. Tres Cerritos East on remaining 146 acres with 533 units. Tres Cerritos East Specific Plan Amendment and Draft EIR were workstudied with the Planning Commission during 2008-2010 with Public Hearings held in June, July, and August 2011. The Planning Commission recommended denial at their meeting of August 16, 2011. A proposed land use plan for Hemet Valley Country Club Estates was displayed. As well as an existing ownership exhibit for Tres Cerritos East. Ms. Elliano explained the proposed product summary and land use density for Tres Cerritos East. The Planning Commission denial was based on: housing product mix, the Quad home (4-packs), alley loaded, small lot and townhome products; incompatibility with surrounding residential areas; overall

density of 750 dwelling units at 4.6 dwelling units per acre for Tres Cerritos East; and preferred single family detached homes only, 543 units at 3.33 dwelling units per acre. The applicant has submitted revisions that modify the unit mix and product types. The revisions include a base level density reduction to 622 dwelling units, all single family lots except 104 unit Townhome project. The overall density is 3.75 dwelling units per acre for Tres Cerritos East. The applicant offered an optional maximum density with Conditional Use Permit for "clustered" product types is 710 units, with an overall density of 4.28 dwelling units per acre for Tres Cerritos East. The remaining project layout and amenities would remain the same. Ms. Elliano displayed a map with the Revised Land Plan and a matrix of the revised density and product description for Tres Cerritos East. Ms. Elliano explained in detail the specifications of the proposed Quad 4-Pack. A Land Plan map of Peppertree was displayed. The project interface with Peppertree would include the development of a mutually agreed upon construction plan; a preservation of existing utilities and landscaping; traffic flow modifications; and drainage. Ms. Elliano explained the proposed solution to the Seattle Basin and the perimeter drainage channel/trail. The project will include the development of a temporary landscaped detention basin. Per the Quimby Act requirements, park dedication requirements would range from approximately 7 -8 acres, depending upon total number of units and population per household. The public parkland requirements can be provided in land or park fees. 2.5 acres has been proposed for dedication, the rest would be provided in fees for park improvements. The 2.5 acre park would be combined with potential future sports park to the west. 6.6 acres are proposed as private pocket parks in neighborhoods. The 7.91 acre MWD easement would be developed as a linear park. Also proposed is a 1 acre private recreation center. The details of the park land dedication/fees would be reviewed again at the time of subdivision, or in conjunction with a Development Agreement. The future actions for this project would include: Tentative Tract Map review and approval process; Site Development Review for development plans; Conditional Use Permits for specific housing types; Infrastructure plans; Building plans; and the formation of Maintenance Districts and Master HOA.

David Leonard, explained that the applicant is working with the City to address the key issues which are: density/design; drainage solution and master plan; circulation, parks and recreation; and a municipal financing plan. The applicant has submitted a revised proposal. Mr. Leonard explained the proposed density and product description and presented the proposed land use plan. Pictures of the following were displayed: samples of 4000, 5000 and 6000 square foot dwellings; sample of homes with reverse frontage alleys; sample of reverse frontage homes along linear parks; concept single homes with zero lot line; twin home concept; and townhome concept. Mr. Leonard explained the density comparison between the Heartland (Four Seasons) development and the maximum units approved for the proposed Tres Cerritos East development. The requirement to complete the CUP process for twin homes has been proposed. Mr. Leonard explained the proposed improvements to the Seattle Basin and Channel. Pictures of the Seattle Channel overflow and Cawston Avenue flooding were displayed. Mr. Leonard explained the proposed street improvements including the extension of Menlo Avenue, improved access to Peppertree and the completion of Devonshire and Cawston Avenues. The proposed area circulation

was displayed. The development includes proposed open space, a 4,000 square foot recreation center on one acre, a linear park, neighborhood parks and a public park. Mr. Leonard presented the proposed Municipal Financing Plan. The improvements to be competed by the developer include: drainage system: completion of Cawston Avenue; completion of Devonshire Avenue; construction of Menlo Avenue extension; construction of water, sewer, and utilities; construction of public parks; and the construction of neighborhood parks, recreation center, regional trail, paseos, linear park, and parkways. The Master Homeowners Association and Neighborhood Associations will own and maintain all private recreational facilities, private drives and common areas. Lighting and Landscaping Maintenance Districts will be formed to maintain the public parkways, public parks, linear park, regional trail, and major drainage facilities. The Community Facilities District will fund police, fire and emergency services in the community. Property taxes will be generated for market rate homes. The required mitigation measures will eliminate the environmental impacts, except for air quality. The proposed Tres Cerritos East Specific Plan is consistent with the City's General Plan and helps the City meet HCD housing element mandates. The project provides comprehensive architecture and landscape architecture guidelines. The project provides certainty over the long-term through project build out. This project will solve a severe area drainage problem. This project also provides a significant increase is parks and open space. The circulation requirements per the Circulation Element will be completed with the development of Tres Cerritos East. The project will provide funding to relieve the financial burden on local governments. The proposed maximum units is the same as the previously adopted plan, however, the density is lower.

Ms. Elliano, the applicant is recommending approval of the revisions in concept, allowing staff to bring back the necessary documentation in January 2012.

Council Member Smith, disagrees with Valley Wide that neighborhood parks are essential. Council Member Smith expressed concern with the limited parking at the proposed recreation center. Council Member Smith asked if the HOA can later restrict public use of the parks.

Ms. Elliano, the intent is to have one public park that would be maintained by an L&LMD or CFD.

The City Council and staff discussed the proposed sports park and its connection to the adjacent Peppertree development's sports park.

The City Council and staff discussed the current drainage issues and the improvements that will be required.

Council Member Smith, noted that the applicant has been responsive to the concerns addressed by the Planning Department and the Planning Commission.

Ms. Elliano, assured the City Council that the Conditions of Approval require that all infrastructure be completed prior to the issuance of any building permits.

Mayor Franchville, the developer and staff have addressed most of the public comments. There is still expressed concern with the increased burden on the schools.

Ms. Elliano, the School District has determined that additional schools will be not necessary, the development will pay the per unit school fees.

Council Member Krupa, expressed concern with the EIR's finding that the air quality impacts are significant.
Ms. Elliano, explained that the "significant" impacts are during construction and not long term.
The potential solution for drainage will be similar to Four Season's with the addition of a trail system.
Vice Mayor Youssef, asked about the decision to develop 6 pocket parks instead of one hub center.
Ms. Elliano, that idea has been discussed, the applicant preferred this model.
The City Council and staff discussed the future procedural requirements.
Mayor Franchville declared the Public Hearing opened at 8:55 p.m.
Diane Norberg, Hemet, spoke in opposition to the project. The property in question is home to many wild birds, ducks and hawks. This project was opposed by many residents at the Planning Commission public hearings. Concerns were expressed with the storm drain and the fact that the homes will block the view of the current residents. There are currently unfinished homes, vacant homes and rentals in Hemet. More housing is clearly not needed. The Planning Commission listened to the residents concerns and recommended denial. Ms. Norberg expressed concern with pocket parks, the air quality impact and the increase traffic. Ms. Norberg recommended denial of the project.
Gene Hikel, Chair of the Four Seasons Community Awareness Committee, spoke in opposition to the project. Mr. Hikel referred to the vision statement for West Hemet in the proposed General Plan, stating that this development does not enhance the West End, it is the same old, same old. Mr. Hikel expressed concern with the proposed density, small homes that will house large families. Mr. Hikel expressed concern with the development of pocket parks. Mr. Hikel disagrees that the air quality impacts are only short term, this development will increase smog in the valley. There are no jobs in this valley for these residents. This housing development will only increase the problem. Mr. Hikel recommended denial of the project.
Brian Rubin, Hemet, spoke in opposition to the project. The Planning Commission recommends denial of this project. All of the surrounding developments are single family detached homes, except for Garrett Ranch. Mr. Rubin recommended denial of the project.
Gary Page, Hemet, spoke in opposition to the project. Mr. Page expressed concern with the decision to not set aside property for additional schools and the high density. This project will increase the stress on City services.
John Torres, Hemet, spoke in opposition to the project. Hemet was known for having premier schools, police and fire, as well as outstanding medical services. At one time Hemet had more money in Florida Avenue banks than Wall Street. Mr. Torres recommended denial of the project.
CW Cecchi, Hemet, expressed concern with the proposed 90 degree bend in the control channel.
Sharon Deuber, Hemet, commended staff for an outstanding job. Ms. Deuber has been watching this project since 2009 and even with the proposed revisions is still opposed to the project. This project does not fit the residents vision of the west end of Hemet. Ms. Deuber expressed concern with the density, the pocket parks and the dwelling units

obstructing views from existing residents. Ms. Deuber also noted that the air quality impacts will not be short term, this statement was challenged during Planning Commission hearings.

Eric Vail, City Attorney, confirmed that Ms. Deuber was not appointed by the Planning Commission as a spokesperson, merely speaking as a resident of Hemet.

Mr. Leonard, offered to work with the zoning code and provide a park that the City would require. Mr. Leonard reminded the City Council that townhomes and any density increase would require a site review. A school site was offered and rejected by Hemet Unified School District, fees will be paid in excess of $4,000,000.00. The project does meet the MWD Aquaduct and drainage concerns as well as provide the funding for the improvements. The channel will be built to specifications set forth by Riverside County Flood Control. The air quality impacts were determined to be short term by licensed biologists. The burrowing owl will be relocated. Mr. Leonard raised an objection to the Planning Commissioner Vice Chair speaking in opposition to the project as a resident.

Mayor Franchville declared the Public Hearing closed at 9:41 p.m.

The City Council agreed that a CUP should be required for townhomes and/or any density increase.

Mr. Leonard, recommended that the Police Department be included in the Design Review Committee.

Mayor Franchville, expressed concern with the project and noted that the community is clearly opposed to it. Mayor Franchville is opposed to the density and the 4-packs concept, Hemet has not had good luck with townhomes or duplexes that are not age restricted.

Mr. Leonard, reminded the City Council that if not approved, this project would fall back to the previously approved specific plan.

Council Member Smith, noted the number of infrastructure improvements that will be completed with this project.

Council Member Krupa, asked about the stability of the HOA and it's ability to regulate rentals.

Mr. Leonard, the laws have changed radically during the last number of years. The developers are required to create an endowment so that the HOA will stay viable. The homeowner must follow the rules, punishable by fines and/or levies against the homeowner. CC&R's are required as a Condition of Approval.

Eric Vail, City Attorney, explained the Conditional Use Permit process. On the agenda for consideration is a specific plan. The City Council can either deny it or approve it. The City Council can also approve in concept an alternative specific plan, this will require that the developer submit a revised plan which will come back at a later date for consideration. If the revised plan is significantly different an additional public hearing might be required.

Council Member Smith moved and Vice Mayor Youssef seconded a motion to approve in concept the applicant's Revised Proposal for SPA-06-01, consider comments made by the City Council and direct the applicant, staff and the City Attorney to prepare the necessary revisions for consideration by the City Council at a later date. Motion carried 3-1. Mayor Franchville voted No.

The City Council recessed briefly at 10:07 p.m.

Reconvened at 10:24 p.m.

Attachment No. 4

Planning Commission Resolution No. 11-013 for EIR Certification

CITY OF HEMET
Hemet, California
RESOLUTION NO. 11-013

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HEMET, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2006071002) AND ADOPT A STATEMENT OF OVERRIDING CONSIDERATIONS, A MITIGATION MONITORING PROGRAM, AND STATEMENT OF FACTS AND FINDINGS FOR THE TRES CERRITOS EAST PROJECT (SPA 06-001)

WHEREAS, applications for Specific Plan Amendment No. 06-001 adding 16.9 acres, changing the land use plan and development standards for the eastern 162.8 acres, and changing the name of the Hemet Valley Country Club Estates Specific Plan (SP 90-009) have been duly filed by:

Applicants/Owners:	Signal Family Hemet, LLC Omni Financial, LLC MJ&M, LLC
Project Location:	Undeveloped area located on the northwest corner of Devonshire Avenue and Cawston Avenue
APN Numbers:	448-100-001 thru 018; and 448-110-001 thru 022
Lot Area:	Approximately 162.8 +/- acres; and

WHEREAS, the proposed Tres Cerritos East Specific Plan Amendment (SPA 06-001) is considered a "project" as defined by the California Environmental Quality Act, Public Resources Code § 21000 et seq. ("CEQA"); and

WHEREAS, the City of Hemet, California, has reviewed SPA 06-001 in accordance with the authority granted by the California Government Code Section 21080(d) and § 21082.2(d) and Hemet Municipal Code § 90-41; and

WHEREAS, after completion of an Initial Study, the Community Development Director determined that there was substantial evidence that SPA 06-001 may have one or more significant effects on the environment and that preparation of an Environmental Impact Report ("EIR") was therefore warranted under Public Resources Code § 21080(d) and § 21082.2(d); and

WHEREAS, the City has consulted with, and requested comments from, members of the public and the agencies and persons referenced in CEQA Guidelines § 15083 and § 15086; and

WHEREAS, upon completion of the Draft EIR, the City provided notice of completion to OPR on July 3, 2006 as required under CEQA Guidelines § 15085 and provided notice of availability on April 11, 2008 as required under CEQA Guidelines § 15087; and

WHEREAS, the Draft EIR was circulated to the public, responsible agencies and other interested parties as required by CEQA Guidelines § 15087 for a period of 45 days commencing on April 11, 2008 and closing on May 26, 2008 in accordance with CEQA Guidelines § 15105(a); and

WHEREAS, before the close of the public comment period the City received five (5) written comments; and

WHEREAS, the Final EIR consists of the following documents: the Draft EIR, the Initial Study, Technical Appendices, Written Comments and Responses regarding the Draft EIR, and the Mitigation Monitoring Program, the Statement of Facts and Findings, and Statement of Overriding Considerations; and

WHEREAS, this EIR, as authorized under CEQA Guidelines §15150, incorporates by reference the City of Hemet General Plan, Zoning Ordinance, the Final EIR prepared for the General Plan; and,

WHEREAS, the Hemet Planning Commission conducted duly noticed public hearings on June 21, 2011, July 19, 2011 and August 16, 2011, at which it received public testimony concerning the project and the Final EIR and considered the Final EIR.

NOW, THEREFORE, the Planning Commission of the City of Hemet does hereby resolve, determine, find and order as follows:

SECTION 1. FINDINGS

The Planning Commission, in light of the whole record before it, including but not limited to, the Final EIR, all documents incorporated by reference therein, any comments received and responses provided, the Mitigation Monitoring Program, the Statement of Facts and Findings, and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public hearing, hereby finds and determines that:

1. **Preparation of EIR:** An Environmental Impact Report was prepared for the Tres Cerritos East Specific Plan Amendment No. 06-001 after completion of an Initial Study in accordance with Public Resources Code § 21080(d) and § 21082.2 and the EIR was prepared and processed in accordance with the California

Environmental Quality Act (Public Resources Code § 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations § 15000 et seq.), and the local CEQA Guidelines and Thresholds of Significance adopted by the City of Hemet.

2. **Notice:** The City has complied with CEQA Guidelines § 15085 and §15087 by providing a Notice of Completion of the Draft EIR to OPR and a Notice of Availability to responsible and trustee agencies and other persons and agencies as required.

3. **Review Period:** The City has complied with CEQA Guidelines §s 15087 and 15105 by making the Draft EIR available to the public for review for the required period of time.

4. **Response to Comments:** The City has responded to all written comments received during the public review period and included both comments and responses as part of the Final EIR. In response to these comments, the City has made minor revisions to the Final EIR. These revisions are identified in the responses and in the text of the EIR, and do not constitute significant additional information and do not require recirculation of the EIR.

5. **Avoidance / Reduction Significant Effects:** The Final EIR identifies potentially significant effects on the environment that could result if the project were adopted without changes or alterations in the project and imposition of mitigation measures. Based thereon, the Planning Commission further finds that:

   a. Changes, alterations, and mitigation measures have been incorporated into, or imposed as conditions of approval on, the project.

   b. These changes, alterations, and mitigation measures will avoid the significant environment effects identified in the Final EIR or lessen their impact below the threshold of significance, except to the extent discussed in the Findings attached hereto as Exhibit B, and the Statement of Overriding Considerations, attached hereto as Exhibit B.

   c. These changes, alterations, and mitigation measures are fully enforceable because they have either resulted in an actual change to the project as proposed or they have been imposed as conditions of approval on the project.

   d. The City has prepared a Mitigation Monitoring Program to track compliance with these changes, alterations, and mitigation measures.

6. **Environmental Findings and Statement of Overriding Considerations:** Even though most potentially significant effects identified in the Final EIR will be mitigated through changes, alterations and mitigation measures, pursuant to Section 15092 of the CEQA Guidelines, approval of the project will result in

significant and unmitigatable effects on the environment relating to air quality. However, the project alternatives identified in the Draft EIR are infeasible in accordance with Public Resources Code Section 21081 and CEQA Guidelines Section 15091 as discussed in the Statement of Overriding Considerations, attached hereto as Exhibit B. The City has balanced the economic, legal, social, technological, and other benefits of the proposed project which outweigh the identified unavoidable environmental risks and impacts when determining whether to approve the project as analyzed in detail in the Findings of Fact attached hereto as Exhibit B, and that the project will provide specific economic, social, and public safety benefits which outweigh the unavoidable adverse environmental impacts of the project, such that those impacts are considered acceptable under CEQA Guidelines Sections 15093 (a) and (b) as discussed in the Statement of Overriding Considerations.

7. **Independent Judgment:** The Final EIR reflects the independent judgment and analysis of the City.

SECTION 2. PLANNING COMMISSION ACTIONS

Based on the foregoing findings, and on substantial evidence in the whole of the record, the Planning Commission hereby takes the following actions:

1. **Certify EIR:** The Planning Commission recommends that the City Council approve and certify the Final Environmental Impact Report (SCH No. 2006071002) for the Tres Cerritos East Project, attached as Exhibit A, and incorporated herein by reference.

2. **Adopt Statement of Facts and Findings:** The Planning Commission recommends that the City Council approve and adopt the Statement of Facts and Findings for the EIR attached hereto as Exhibit B.

3. **Adopt Statement of Overriding Considerations:** The Planning Commission recommends that the City Council approve and adopt the Statement of Overriding Considerations, attached as Exhibit B and incorporated herein by reference, identifying reasons for approval of the Project despite significant and unavoidable impacts described in the Final EIR.

4. **Adopt MMP:** The Planning Commission recommends that the City Council approve and adopt the Mitigation Monitoring Program for the Final EIR, attached as Exhibit C

5. **Notice of Determination:** The Planning Commission recommends that, in compliance with Public Resources Code § 21152 and CEQA Guidelines § 15094, the City Council direct the Community Development Director to prepare a Notice of Determination concerning certification of the Final EIR, and within five (5) days of project approval, file the Notice with the Riverside County Clerk for posting.

6. **Location:** The Planning Commission recommends that the Final Environmental Impact Report (SCH No. 2006071002) and all documents incorporated therein and forming the record of decision therefore, be filed with the Hemet Planning Department at the Hemet City Hall, 445 E. Florida Avenue, Hemet, California, 92543 and be made available for public review upon request

PASSED, APPROVED AND ADOPTED this 16th day of August, 2011, by the following vote, to wit:

AYES: Vice Chairman Deuber and Commissioners Overmeyer & Thompson
NOES: Chairman Gifford
ABSTAIN: Commissioner Rogers
ABSENT: None

John Gifford, Chairman
Hemet Planning Commission

ATTEST:

Nancie J. Shaw

Nancie Shaw, Minutes Secretary
Hemet Planning Commission

Attachment No. 5

Planning Commission Resolution No. 11-014 for denial of SPA 06-001

CITY OF HEMET
Hemet, California

PLANNING COMMISSION
RESOLUTION NO. 11-014

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HEMET, CALIFORNIA, RECOMMENDING DENIAL TO THE CITY COUNCIL OF SPECIFIC PLAN AMENDMENT NO. 06-001 – TRES CERRITOS EAST AMENDING THE HEMET VALLEY COUNTRY CLUB ESTATES SPECIFIC PLAN (SP 90-009), LOCATED ON THE NORTHWEST CORNER OF DEVONSHIRE AVENUE AND CAWSTON AVENUE (APN 448-100-001, et. al.) AND RECOMMENDING THAT THE CITY COUNCIL CONSIDER THE REDUCED INTENSITY ALTERNATIVE AS PRESENTED IN THE ENVIRONMENTAL IMPACT REPORT

WHEREAS, an application for Specific Plan Amendment No. 06-001 to amend the Hemet Valley Country Club Estates Specific Plan (SP 90-009) has been duly filed by:

Owner/Applicant:	Signal Family Hemet, LLC Omni Financial, LLC MJ&M, LLC
Lot Area:	166+/- Acres
Location:	Northwest corner of Devonshire Avenue and Cawston Avenue
APN:	448-100-001 thru 018; and 448-110-001 thru 022;

WHEREAS, the Planning Commission has the authority per Section 90-614 of the Hemet Municipal Code to recommend action on Specific Plan Amendment No. 06-001 to amend Hemet Valley Country Club Estates Specific Plan (SP 09-009); and

WHEREAS, in accordance with Government Code Section 65090, on June 9, 2011, the City gave public notice by advertising in the Press Enterprise and by mailing to property owners within 1,000 feet, of the holding of a public hearing at which the project would be considered by the Planning Commission; and

WHEREAS, in accordance with Government Code Section 65453, on June 21, 2011, the Planning Commission held the noticed public hearing at which interested

persons had an opportunity to testify in support of, or opposition to, the Specific Plan Amendment No. 06-001 for amendment to the site plan area and text, and at which the Planning Commission considered the requested revisions of Specific Plan Amendment No. 06-001; and

WHEREAS, at this public hearing on June 21, 2011 the Planning Commission considered, heard public comments on, and continued the public hearing open to August 16, 2011. ; and

WHEREAS, at the continued public hearing on August 16, 2011 the Planning Commission again considered and heard all public comments at which interested persons had an opportunity to testify in support of or in opposition to the proposed Specific Plan Amendment No. 06-001 and recommended that the City Council deny Specific Plan Amendment No. 06-001.

NOW THEREFORE, the Planning Commission of the City of Hemet, California, does determine, find, and resolve as follows:

SECTION 1: SPECIFIC PLAN AMENDMENT

The Planning Commission hereby recommends to the City Council as follows:

1. The density of 4.63 units per acre for a total of 754 dwelling units in the Tres Cerritos East portion of the plan is too intense for this area and the surrounding development. The density as proposed in Specific Plan Amendment 06-001 and the product type is not consistent with the surrounding existing and planned development. The increased density as proposed would increase the overall density of 2.0 units per acre that is already approved in the existing Specific Plan to an overall density of 2.5 du/ac and 931 dwelling units. The increase in density is a result of proposing small lot subdivisions for single family development, courtyard and townhome development. This increase in density is too high given the surrounding development which is primarily single family detached homes.

2. The Planning Commission recommends that the City Council consider the Reduced Intensity Alternative as discussed in the Environmental Impact Report which would allow for 7,200 square foot lots or larger for a total of 543 single family residential dwelling units on the site.

SECTION 3: PLANNING COMMISSION RECOMMENDATION

1. The Planning Commission recommends to the City Council denial of Specific Plan Amendment No. 06-001 for an amendment to the easterly 162.8 acres of the Tres Cerritos East Specific Plan property, as shown on the attached Exhibit 1A.

PASSED, APPROVED AND ADOPTED this 16th day of August, 2011, by the following vote:

AYES: Chairman Gifford, Vice Chairman Deuber and Commissioners Overmyer and Thompson
NOES: None
ABSTAIN: Commissioner Rogers
ABSENT: None

John Gifford, Chairman
Hemet Planning Commission

ATTEST:

Nancie Shaw, Minutes Secretary
Hemet Planning Commission

Attachment No. 6

Planning Commission Meeting minutes

[Provided previously to Council on 11/8/11.]

Attachment No. 6a

Planning Commission meeting of June 21, 2011

Attachment No. 6b

Planning Commission meeting of July 19, 2011

Attachment No. 6c

Planning Commission meeting of August 16, 2011

Attachment No. 7

Public Comment Letters

BRYAN CAVE

Memorandum

Bryan Cave LLP
3161 Michelson Drive
Suite 1500
Irvine, California 92612-4414
Tel (949) 223-7000
Fax (949) 223-7100
www.bryancave.com

Date:	August 8, 2011
To:	Thomas D. Shollin, Esq.
From:	William B. Tate II, Esq.
cc:	Ms. Liz Belloso Bryan LeRoy, Esq.
Email:	wbtate@bryancave.com
Direct Dial:	(949) 223-7333
Re:	Douglas P. Wilson, Receiver for PCG-Peppertree, LP (Tres Cerritos East) Development Issues.

As you are aware, Bryan Cave LLP represents the Douglas P. Wilson, as receiver (the "Receiver") for PCG-Peppertree, L.P., the owner of the residential project commonly known as the Peppertree Development consisting of certain real property legally described as Tentative Tract 29843 in Hemet, California. Signal Family Hemet, LLC ("SFH"), Omni Financial, LLC ("OMNI"), and MJ&M, LLC are the co-owners of an adjacent tract of real property, commonly know as the Tres Cerritos East Development ("TCE"), has proposed for approval by the City of Hemet an amendment to the Tres Cerritos East Specific Plan (the "Specific Plan Amendment"). The Specific Plan Amendment contemplates the realignment of Menlo Avenue where it is adjacent to the Peppertree Development (See Exhibit "A"). The realignment of Menlo Avenue poses several concerns to the Receiver since its implementation will affect, among other things, existing utilities, access and drainage relative to the Peppertree Development. Upon review of the Specific Plan Amendment, the Receiver is willing to support the same, including the realignment of Menlo Avenue, subject to the inclusion of the following conditions to the approval of the Specific Plan Amendment.

I. Planning and Construction Relating to Menlo Avenue.

A. Mutually Agreed Construction Plan. Prior to the construction of any infrastructure in the Tres Cerritos East Development, the owners and/or operators of the adjacent Peppertree Development and the Tres Cerritos East Development shall agree upon a plan for the construction of the realignment of Menlo Avenue (the "Construction Plan"). The Construction Plan shall be in conformity with the Specific Plan Amendment and shall include, among other things, (i) grading, drainage, landscaping and engineering plans and schematics, (ii) a schedule of construction, and (iii) bonding and insurance requirements. The Construction Plan shall provide for the existing sidewalk on the Peppertree Development adjacent to the northern portion of Menlo Avenue to remain in

place and connect to the realigned Menlo Avenue (See Exhibit "A"). The Construction Plan shall provide for the owners to coordinate all road closures and to sequence construction to minimize any disruption of access to the Peppertree Development from Menlo Avenue. The cost of planning, construction and installation of all improvements set forth in the Construction Plan shall be borne solely by SFH and its successor and assigns.

B. Utilities and Landscaping. All utilities, landscape and sidewalk currently located in that portion of Menlo Avenue servicing the Peppertree development shall remain in place with such modifications as may be necessary for the Tres Cerritos Development to accept storm water and run-off in accordance with Section III below. SFH shall, at its sole cost and expense, install all landscape and irrigation pursuant to the Construction Plan to prevent erosion and minimize dust.

II. Traffic Flow. Due to our concerns regarding (i) the realignment of Menlo Avenue which necessitates several additional turns for ingress and egress into the Peppertree Development, (ii) the age of our residents, and (iii) the number of trips to be generated by the Tres Cerritos East Development, we request the following improvements to be constructed and installed by SFH, at its sole cost and expense.

A. Driveway 3.

1. Driveway 3 shall be no less than 66 feet wide.

2. A left turn lane shall be constructed in Driveway 3 at the intersection of Menlo Avenue.

3. Cross street stop signs shall be installed at Driveway 3 and Menlo Avenue.

B. Menlo Avenue.

1. A deceleration lane shall be constructed on Menlo Avenue for southbound traffic transitioning to Driveway 3.

2. An acceleration lane shall be constructed on Menlo Avenue for traffic transitioning from Driveway 3 to Menlo Avenue southbound.

3. A left turn lane shall be constructed on Menlo Avenue for northbound traffic transitioning to Driveway 3.

4. A center transition lane shall be constructed on Menlo Avenue approaching Driveway 3 for northbound traffic.

III. Drainage. The following conditions are requested to address certain drainage issues and are consistent with the requirements of the Specific Plan Amendment.

A. Acceptance of Line A Discharge. The Tres Cerritos East Development shall be required to accept and transport all storm drain waters discharged from the Line A storm drain.

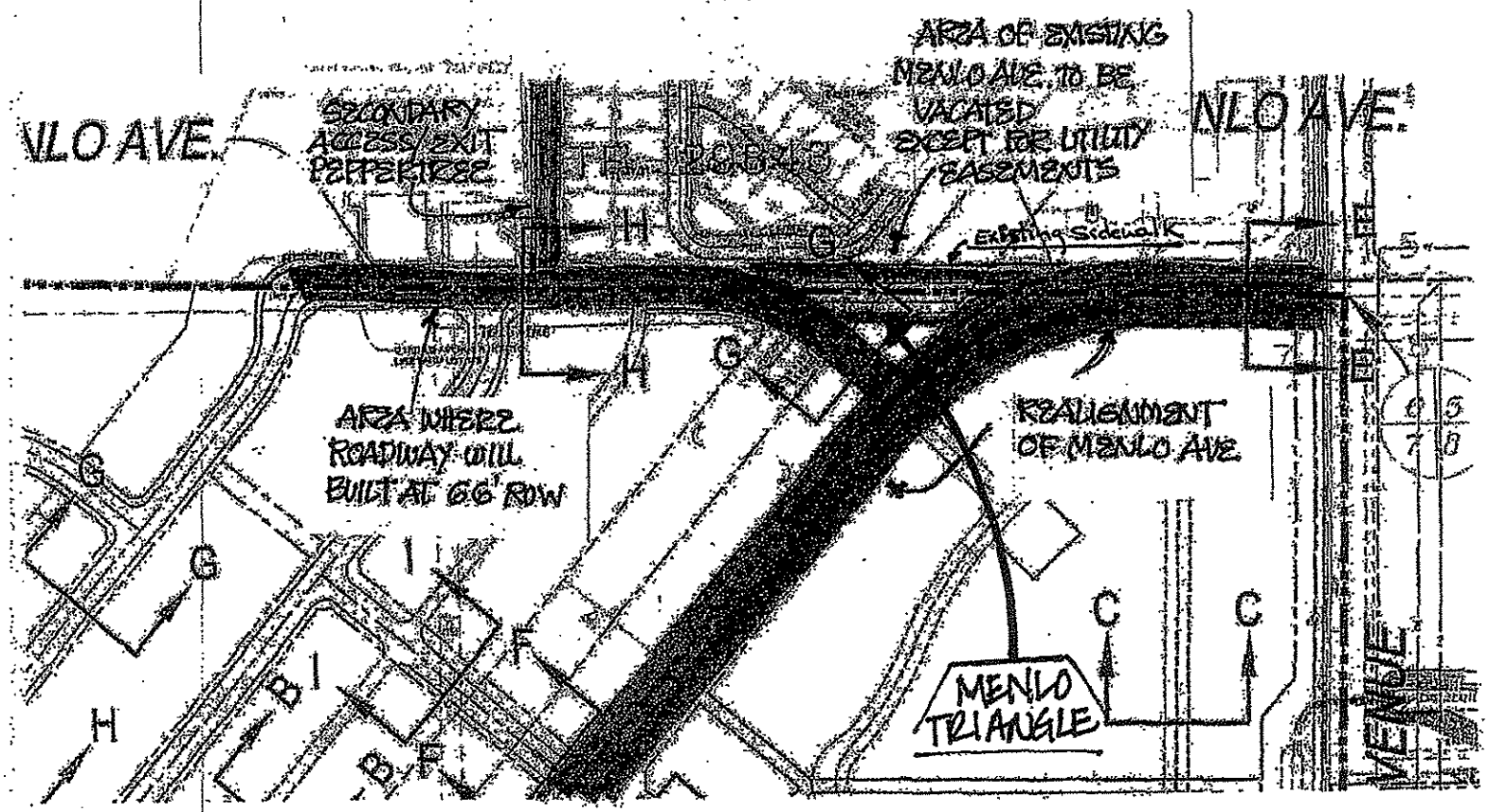
B. Acceptance of Waters from the Menlo Triangle. The Tres Cerritos East Development shall be required to accept all storm waters and run-off from the Menlo Triangle, as depicted on Exhibit "A" attached hereto.

C. Acceptance of Storm Water and Run-off from Menlo Avenue. Following the construction of such improvements required to be performed by PCG-Peppertree, L.P. and TCE relating to the completion of Menlo Avenue, the TCE shall be required to accept and properly discharge all storm waters and run-off associated with Menlo Avenue.

WBT:jf

EXHIBIT "A"

EXHIBIT "A"



SECTIONS G & H = 66' ROW
(DRIVEWAY 3)

Tres Cerritos East

Planning Commission Presentation – July 19, 2011

Planning Commission Chair, Vice-Chair and Commissioners, my name is Gene Hikel. I am the Chair of the Four Seasons Community Awareness Committee. I live at 8405 Singh Court, Hemet.

Our Committee supports the continuance. It is only fair to approve the request of the Developer to continue the hearing to August 16, 2011. However, we expect them to make some major changes. We expect them to decrease the density and provide a plan that will significantly benefit the City. They need to change their product types and provide more amenities for the residents of the project and the citizens of Hemet. They need to seriously consider a larger park, a school site and a larger club house. After this length of time we expect them to come back with these major changes.

We hope they will not take this extra time to just talk to commissioners and concerned citizens to just defend their present plan. We are concerned they will try to convince people they will be helping Hemet by improving infrastructure in the area. Any improved infrastructure is required for the increased population due to their development and is not a significant benefit for Hemet. The drainage problems in the area can probably be corrected by simply enlarging the existing retention basin along Cawston. Also, some of the drainage problems may well have been caused by the grading done under the original plan and should be the responsibility of the property owners to correct. The extension of Menlo is not critical at this time and their proposal has some major problems. Peppertree has stated they have problems with the alignment because it would affect the entrance into their community. Also, I think the City intended Menlo to exit onto Myer, not Devonshire. Their proposal for Menlo will negatively impact the traffic flow on Devonshire and will cause extra turns as traffic exits onto highway 74 and someday onto Highway 79. Most of their infrastructure improvements will eventually cause problems for Hemet. Any other arguments in defense of their present proposal are minimal compared to the negative impact it will have on the City of Hemet.

The continuance is fine, but it is obvious to us they are playing a game. It appears they just want to drag this thing out until they finally get approval. They have had at least a year to make major revisions to their proposal. They have not. They have not really reduced density or changed their product type. They have not provided any significant benefits to the citizens of Hemet. We hope they have finally listened. If not, we expect the Commission to deny their proposal on August 16 and not drag this thing out any longer.

THE FOLLOWING WAS ADDED AT THE MEETING:

I have been following the development for over a year and have been frustrated by the developer's in ability to change the plan to make a community we can be proud of. It seems, every time he makes a change requested by the Commission, he adds more homes. Most of the changes have been token changes and not significant.

We are in the beginning of implementing a comprehensive General Plan and I don't think Hemet wants the kind of plan this developer is proposing. If this applicant cannot make a quality development work economically, I would suggest they go home and wait for the economy in Hemet to change. I would hope they will be one of the first developers to embrace the vision of the General Plan and come back on August 16 with a plan we can all embrace. If not, I implore the Commission to deny this proposal and show other developers we are serious about our General Plan.

GARY H. WILES
DELORES M. WILES
560 N. CAWSTON AVENUE
HEMET, CA 92545
☎ Or FAX (951) 765-0950

RECEIVED
JUL 21 2011
PLANNING

July 19, 2011

Planning Commission
c/o Nancy Shaw
445 E Florida
Hemet, CA 92543

Re: TRES CERRITOS EAST

My wife Delores and I have resided at 560 N. Cawston Avenue where we have written U.S. History books since September 14, 1999. We support the pending Specific Plan 06-001 although we have no financial nor any other interest whatsoever in the project.

As a former law enforcement Officer for four and a half years of undergraduate school and four more years acquiring my Juris Doctorate, I believe automobile traffic tends to speed where one side of the street is barren of buildings and a bearer of sage brush and tumbleweeds. That theory is borne out in practice on Cawston as dozens of drivers abuse its 30 mile Speed Limit and often double it each month. We believe the introduction of buildings will mollify the speeding and make our home quieter. It should reduce the tumbleweeds that choked our yards, particularly in our earlier years on Cawston and a few more recent events.

The land across Cawston from us had no wetlands when we moved here 12 years ago. After the ground was contoured for a golf course and water was pumped into low spots, mosquito populations flourished. We like the current builder's drainage plans for these minor swamps. We also approve of the builder's plans to have four units to the acre; around 700 dwelling units with seven parks; a recreation center; landscaping; and a channel to resolve the flood channel. We also understand that they'll be completing Devonshire and Cawston Streets. If they do, it'll also likely help solve the mosquito breeding problems.

In conclusion, we've only spoken by telephone with one representative of the builder, but we feel these people intend to be good neighbors and sensitive to the needs of current residents and the community they'll be bringing to life where only weeds have disfigured the sprawling plain for over a decade.

Gary H. Wiles, Sr. Delores M. Wiles

7C

Tres Cerritos East Specific Plan Amendment July 16, 2011
No. 06-001
Opposition Letter to the Planning Commission:

As Vice-Chairwoman Deuber reminded the board at the June meeting, I believe it was Chairman Gifford who she said made a past recommendation to the board that the City of Hemet should not lower the level of our standards to accept the plans of developers that do not meet the high expectations that the city is aiming for in Hemet's future vision, but instead, insist that the developers step-up to meet our higher standards.

The sole reason for a developer to build so many homes and townhomes packed into this area is to make more money. But after they have sold this type of plan and moved on to their next project, we are left with the results. It will produce many "low-income" houses and rentals. There is no need for more low income homes or rentals in this area. There are many rentals and homes and foreclosures priced well under $150,000 in the area already. By building so many of them, the area becomes subject to more gang and criminal elements. That is not fair to the thousands of residents already in the area. We also already have unfinished, unfilled housing projects immediately to the north (Peppertree), to the west on Old Warren Rd. (Tierra Vistas) and ¼ mile to the east on Devonshire (Villa de Madrid) who's construction entrance gate is abandoned and is an eyesore full of overgrown weeds and graffiti. Let's not forget to mention the huge, unfilled KB Homes project less than 2 miles away on Warren (Edgewood). Again, we don't NEED another housing project! How can you ignore these facts and the many people who are opposing it? Tres Cerritos East does NOT provide a significant benefit to the community.

I have been to City Hall and read the Environmental Impact Report which says the project must improve the area and NOT have a negative impact on the surrounding neighbors and community. The way the project is proposed at this time, it DOES have a high negative impact. Not only does the number of homes proposed overcrowd the area with people and add unacceptable levels of air pollution from approximately 2,000 more vehicles, it also GREATLY impacts the view of many current residents by proposing houses and townhomes to be built 2 and even 3 STORIES HIGH! The EIR says the project should not impact the view of mountains, hills and vistas of the current view from the surrounding homes and "frequently traveled major access roads", specifically Cawston between Menlo and Devonshire, and Devonshire between Cawston and Myers. Also directly affected is Cawston Community Park which currently has a clear view of the mountains and hills to the west and north. I don't understand how the Planning Commission can overlook that negative impact. Have any of you gone to Cawston Community Park or stood at the corner of Via Barcelona and Cawston and actually looked at the view to the west? Or have you driven down Devonshire heading west and envisioned buildings 3 stories high blocking the current view? Or driven down Cawson heading north or south and envisioned buildings 3 stories high to the west? PLEASE take just 10 minutes of your time to do this. Visiting the " proposed building site" doesn't give you the perspective I am speaking about. Try walking down the block a ways on the sidewalk along

Cawston or Devonshire. Actually look at the view! The proposed project *absolutely* ***does*** *have* a substantial negative impact to **many** near-by homes, road travelers and to the park. I challenge the findings in the Staff Report Section 5 Item A. 1. Visual Resources. The mitigation measures DO NOT reduce the visual impact to "levels less than significant"! How is allowing any building 3 stories high considered "less than significant"? Or allowing homes to be built on the lower 25% of the hills? This evening, my neighbors and I can see from our front porches, the orange streetlights at The Four Seasons under the silhouette of hills behind it and a line of headlights twinkling as they come around the bend driving up Highway 74. The sunsets looking between the hills to the west are *spectacular*. Who says losing this view is not significant? For this reason and because of the many species of animals living in the acres of tall grass and around the wetlands, I urge you to have an updated EIR done. I believe it was stated at your June meeting that the last EIR was done almost 3 years ago. How can you possibly know accurately how many endangered species are living there now? Perhaps a more current EIR should be done.

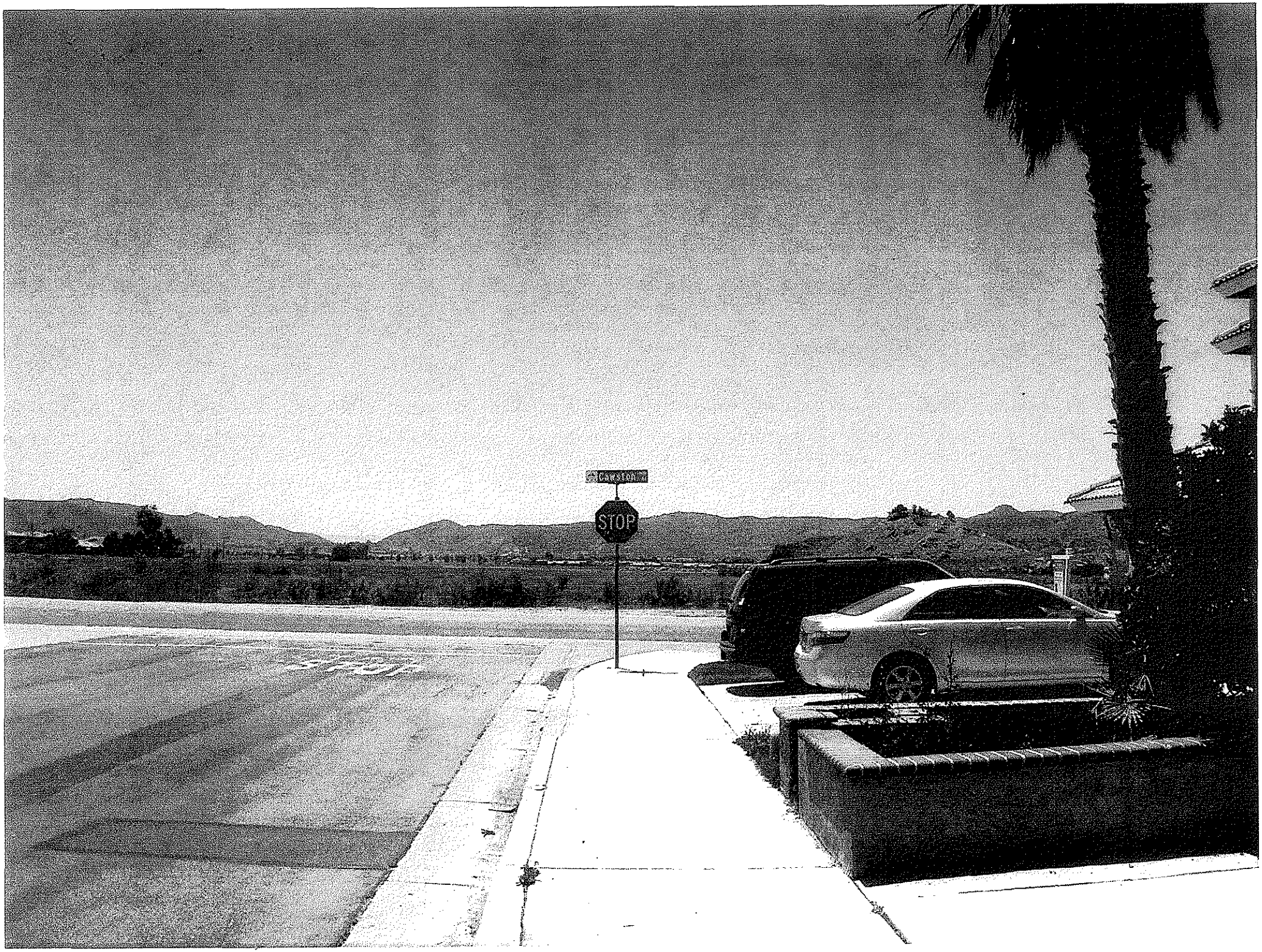
Although I am not an engineer, I can clearly see a problem with the proposal for a 16.9 acre drainage basin to replace what is now a much larger area handling the runoff during the rainy season. The current natural "lake" overflows joining an adjacent "lake" and then another until the majority of the land is covered with water along Cawston stretching from Devonshire to Menlo and going back onto the property almost to Myers. I have taken pictures of the area in December of 2010 showing this event. Only a few of the tallest bushes can be seen above the water. It appears obvious that eliminating this basin will produce massive flooding to near-by homes. The city could even make the "lake" larger and deeper to solve the flooding issues on Seattle! How's that for changing a negative into a positive? A few bulldozers rearranging dirt vs letting a developer cram in cheap housing that MANY people have come to you opposing.

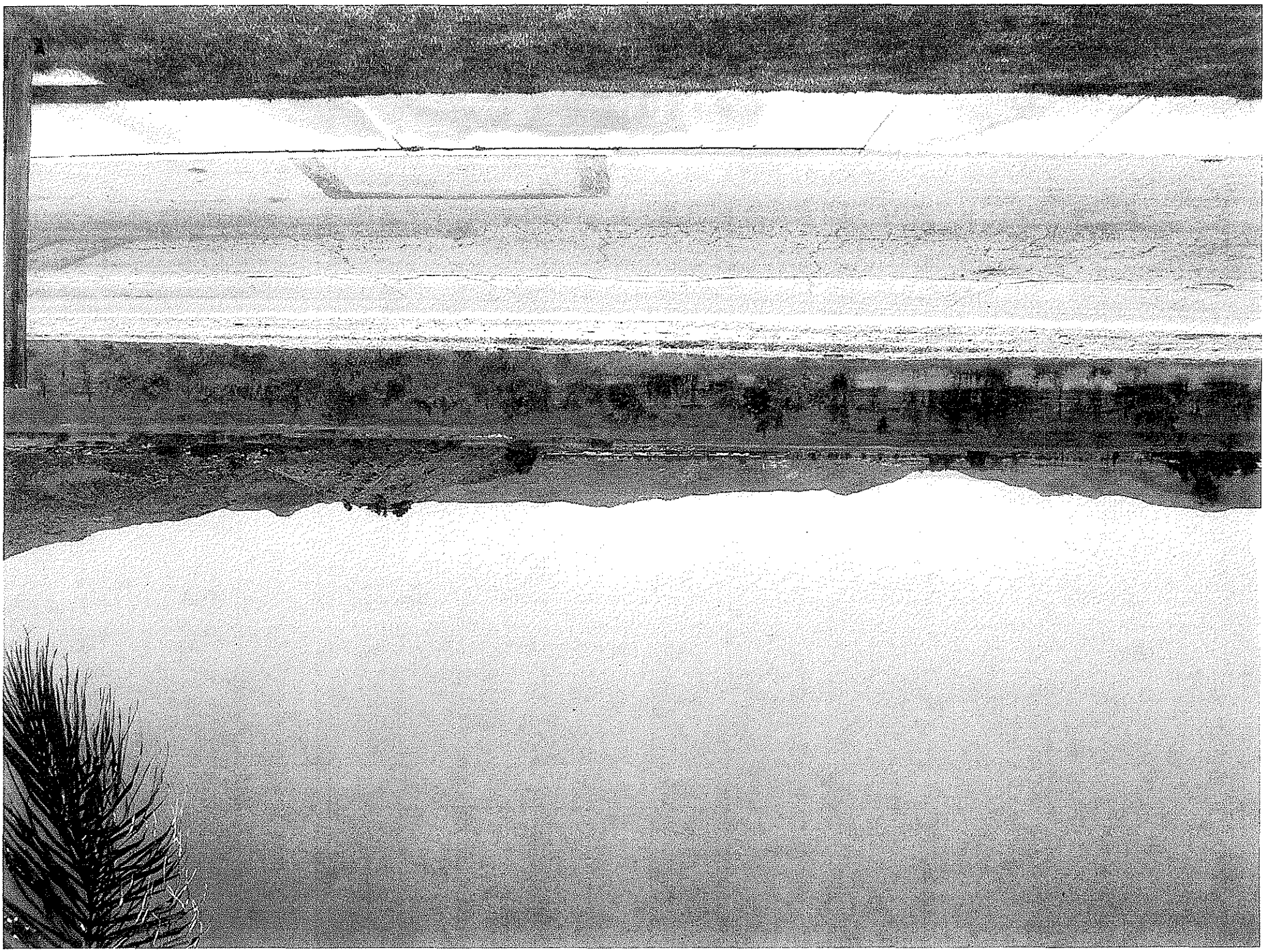
It was mentioned at the last Planning Commission meeting that if the total number of homes built remains at 931, you can conservatively estimate about 2,000 more adults will be living in Tres Cerritos. That could easily be a much higher number due to the economy and unemployment causing many adult children to share houses with relatives or parents. That means more job competition for the currently unemployed residents already living in the surrounding area. I live in one of those homes with more than one person seeking employment and do not welcome the idea of even more jobseekers being added to the area.

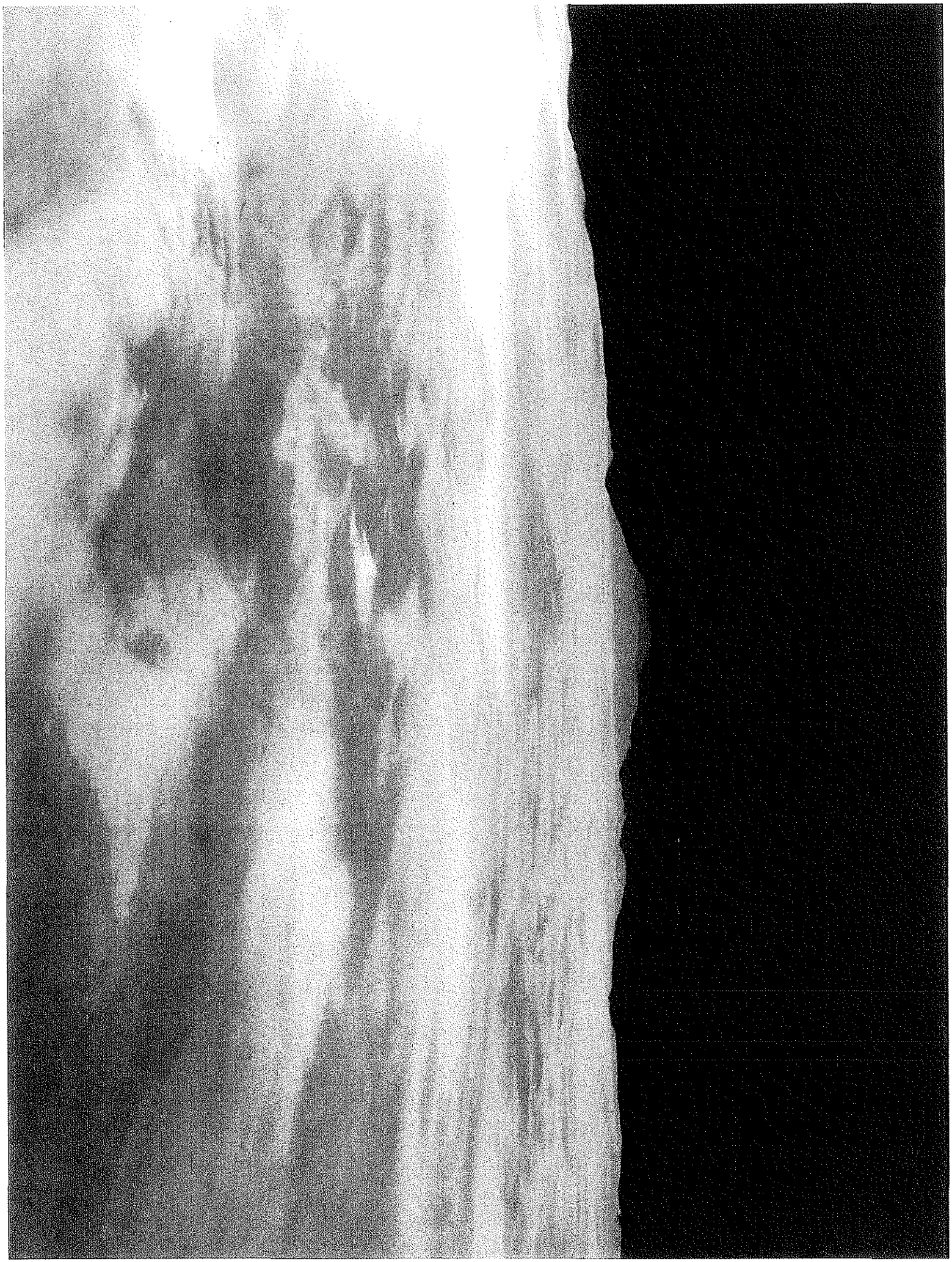
And finally, wouldn't adding 1,000-2,000 more children to the area overfill Cawston Elementary, Rancho Viejo Middle School and Tahquitz High School? As someone mentioned at the June meeting, I didn't see any schools included in the developer's plans.

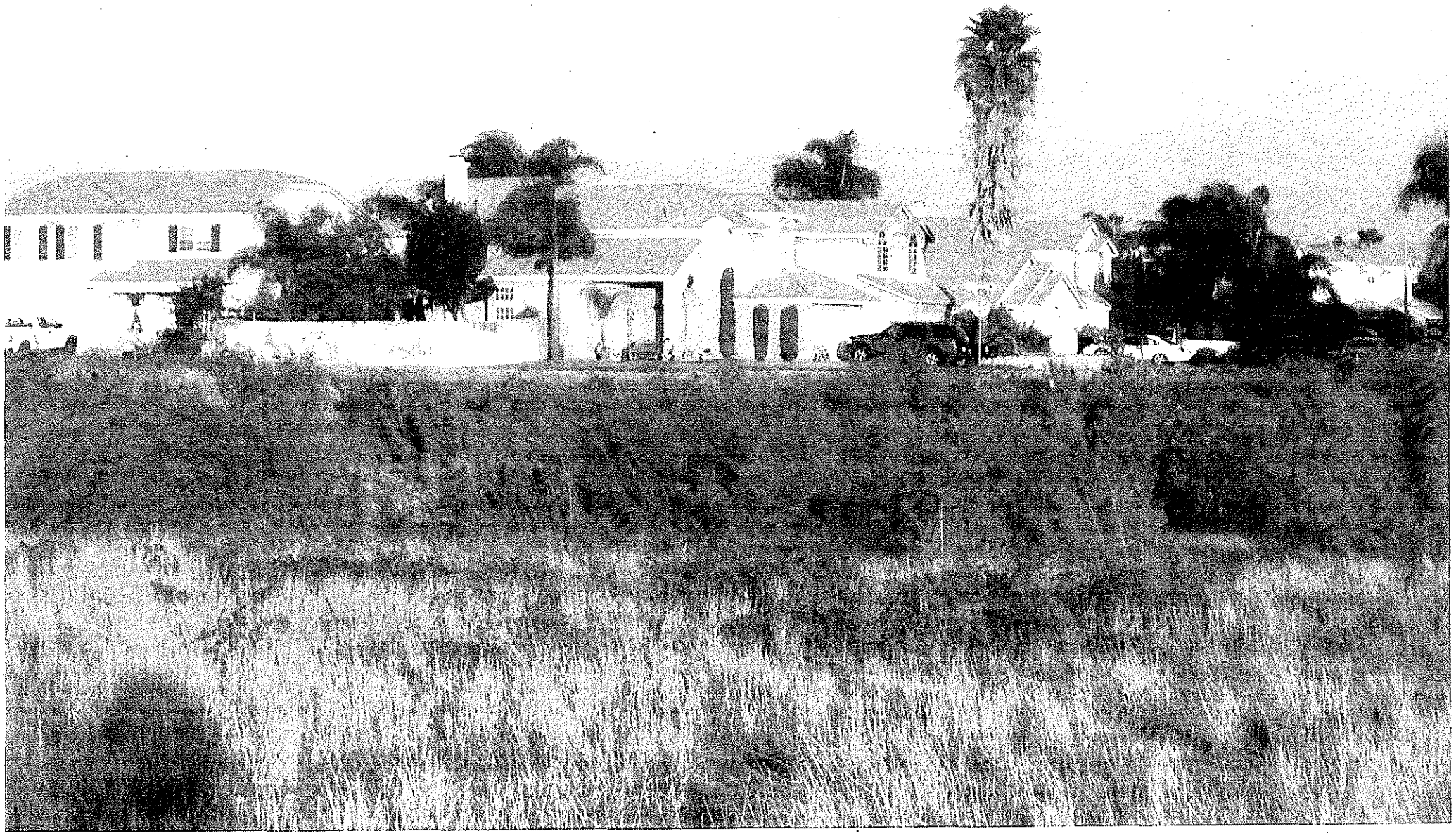
Thank you for your time and consideration on behalf of my neighbors and myself.

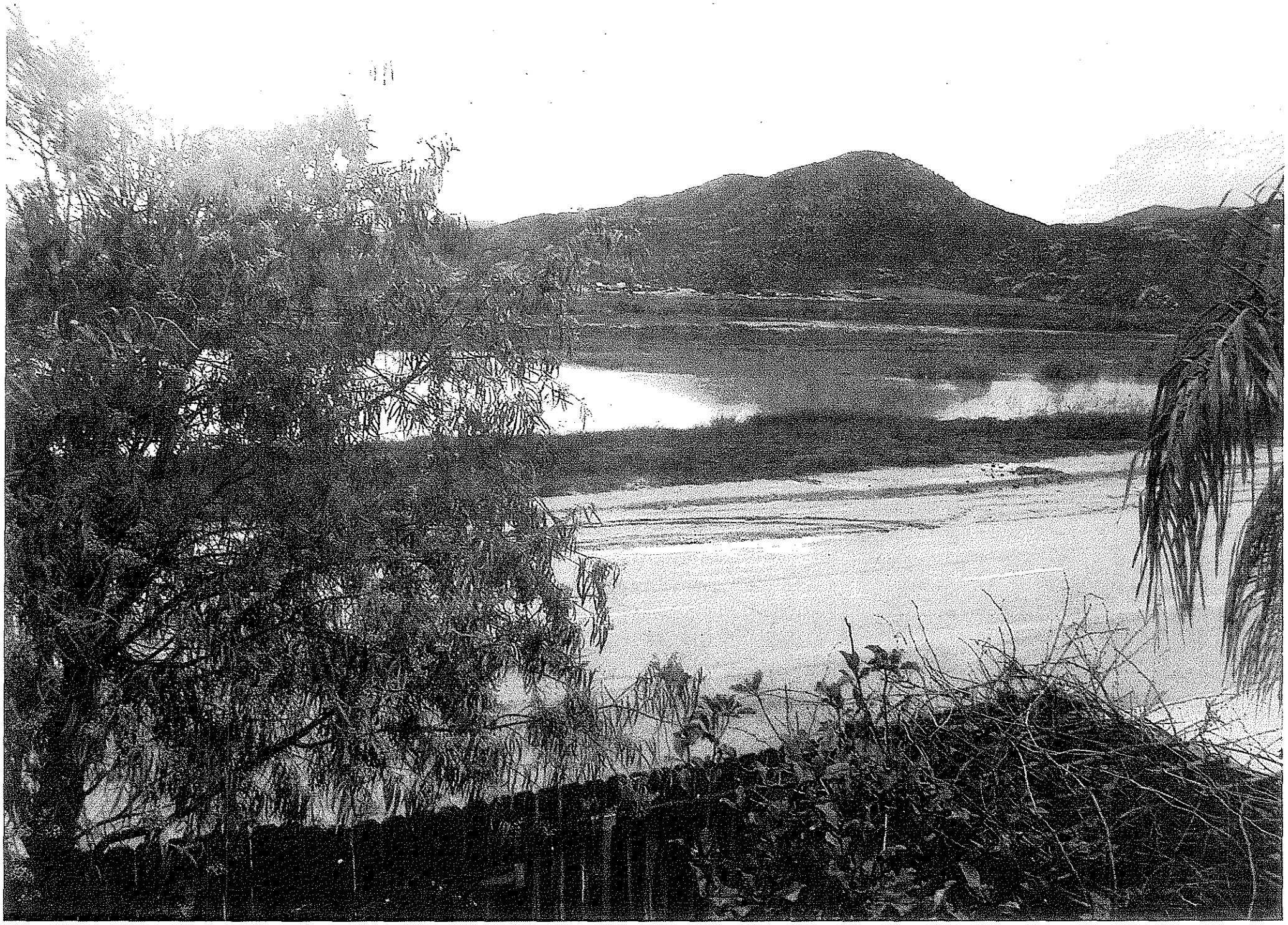
Diane Norberg
4092 Via Barcelona, Hemet

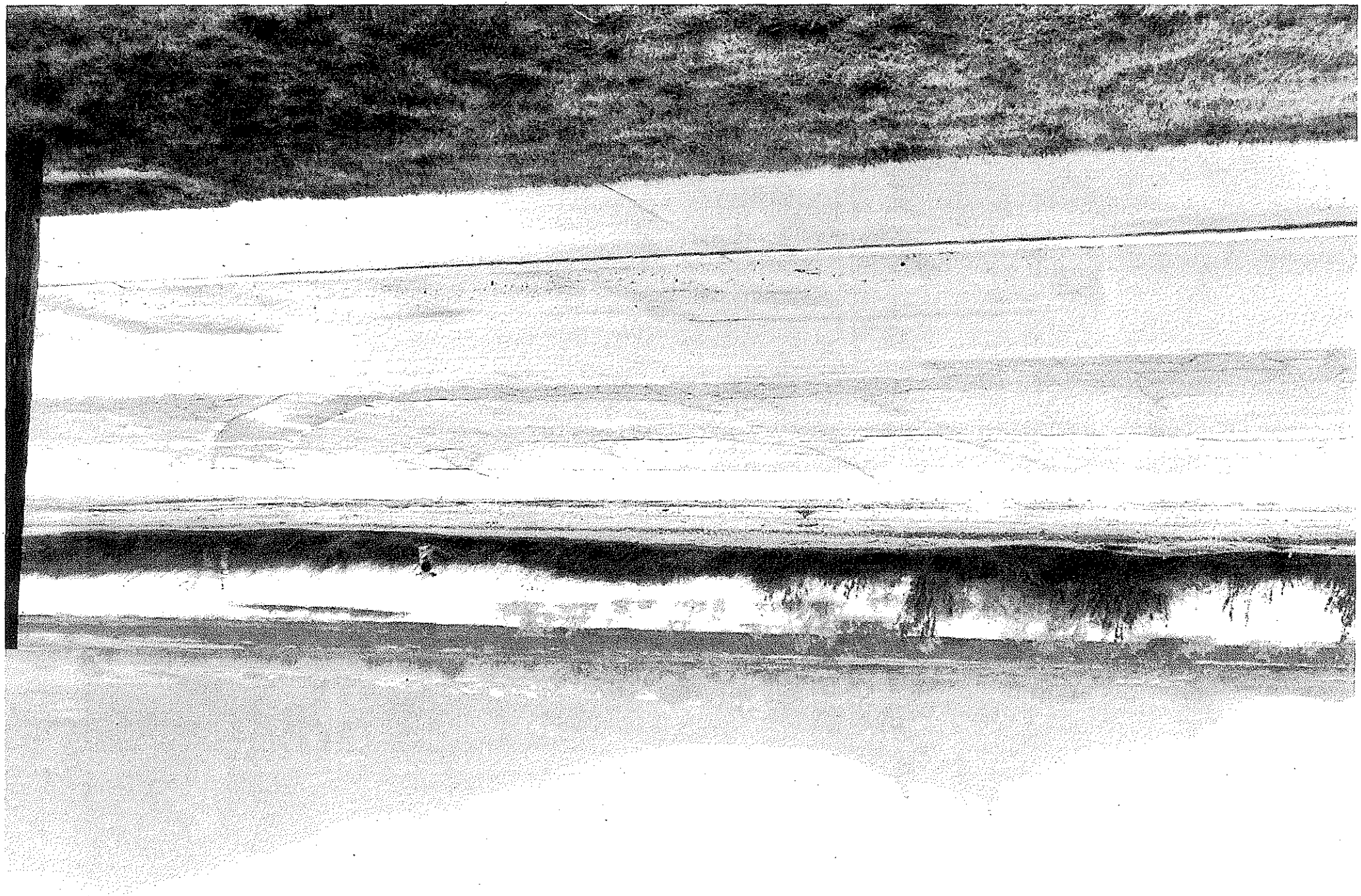

Carson
STOP

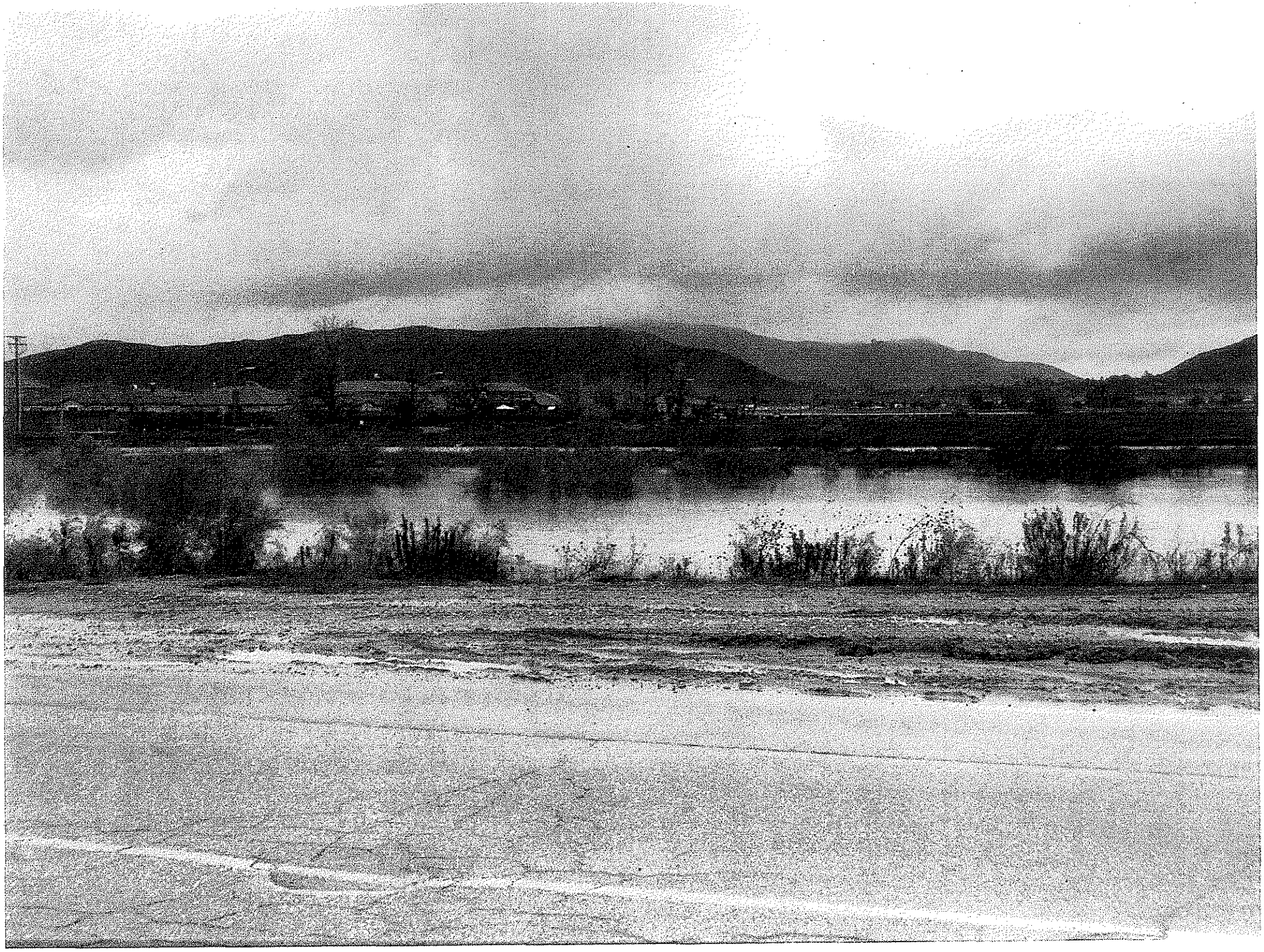












SLOW SCHOOL
CHILDREN CROSSING
SCHOOL

June 20, 2011

Specific Plan Amendment No. 06-001 - Tres Cerritos East

My name is Ryan Meeker. I am writing in regards to the proposed amendment to the eastern 146+ acres of the Hemet Valley Country Club Estates and the Environmental Impact Report prepared for this project.
I am greatly OPPOSED to the project that is described by the applicant as Tres Cerritos East, Specific Plan Amendment. Currently, this is a beautiful, undeveloped low-lying area and a natural rain runoff basin, a lake, not cemented, that helps control neighborhood flooding. To add properties such as townhome, residential, and single-family units and to disrupt the water basin and ecosystem in this area is deeply disturbing. I am challenging the nature of the project based on the following facts and issues:

The environmental impact will be catastrophic to the natural wetland that is located there now along with thousands of plants, small animals and birds. The present Environmental Impact Report prepared for this project has been done so by a company that was paid for by the developer. This alone raises ethical issues that may later lead to legal issues if the Planning Commission was to move forward based solely on a study funded by the developer rather than a study by a neutral third party.
The pollution that will be created from the construction of the 146+ acre project will be bad enough but when you consider things such as future traffic from a four-lane road (widening Cawston) and multiple vehicles at each new home, the noise, air and traffic pollution is unacceptable. It is reprehensible to take away anyone's wellbeing, including my family's and mine.

The flood control issues seem to be forgotten about and overlooked. This is easy to do since we are in the middle of June and not in December or another rainy month. The developers want to build where there is currently a lake that takes surface water runoff and keeps my neighborhood from flooding such as last December when there was excess rain and water runoff. The homes surrounding it would have had flood damage had it not been there. The developers' plan wants to take all of this away. They propose a "flood drainage

channel" along Cawston and Devonshire to take the place of the lake. This would be like providing a garden hose to drain a swimming pool, the water better not need to get anywhere quickly or someone will be likely to get wet. Extra homes and roads will cause additional water runoff, as well as the reduction in land to absorb runoff or rain. I also hope the Planning Commission will take into account the 100-year flood studies and realize the need for the lake.

The perceived "visual quality impact" is HIGH because the project will take away the view of the hills and land that is currently undeveloped, undisturbed, and natural. Contrary to what the developer would have you believe, this is not a vacant lot and it poses no threat and does no harm in its current state. Instead it provides a benefit to many animals: rabbits, squirrels, thousands of frogs, a wide variety of water loving birds including ducks and many geese in the winter months. It also provides a beautiful, natural, landscape filled with acres of grasses, plants, shrubs and trees.

The value of homes in our neighborhood will certainly go down if they take away the view and replace it with a cement flood control. After the developer has left, we have to pay to maintain and keep up the infrastructure to run the new traffic signals, streetlights, and utilities and to repave the new roads. All our taxes will go UP! Now, there is a shortage of water, so how will my water rates be affected by another neighborhoods draw on the water that is already in high demand? Then we would have to deal with higher water rates.

In your Staff Report it states that some of the endangered species can be killed off if the developer pays a FEE to Riverside County. This really sounds like offering a bribe. What could land me in jail is okay for a developer to do as long as they pay a fee? I can't pay a fee that allows me to kill an endangered species; if I was caught killing a bald eagle I would be charged with a Federal offence. But it is okay for a developer to come in and knowingly kill an endangered species? That's morally and ethically wrong and shouldn't ever be allowed, even if the developer offers to pay a fee.

Sincerely, Ryan Meeker
4092 Via Barcelona
Hemet, CA 92545

To Hemet City Council, re: Tres Cerritos East Specific Plan Amendment No. 06-001 June 20, 2011

My name is Diane Norberg. My husband Ron and I bought our first home on the corner of Cawston and Via Barcelona one year ago. One of the main reasons we chose this house was because of the view of the open area and the naturally occurring small lake to the west. As you can imagine we are very upset to learn that a developer wants to fill that area with houses and condos taking away the natural wetland that is there now along with thousands of plants, small animals and birds. Many of the homes surrounding the proposed project were in or near foreclosure at the time "public opposition" was being considered by your committee. Those homes now have new owners who oppose the "project".

It is my understanding, after looking at the plan drawings at City Hall, that the developer proposes the first 15 feet in from Cawston and Devonshire will have a line of tall trees on each side of the sidewalk "forming a canopy", then the drainage channel, then another 30 feet of more trees and landscape before the wall surrounding the homes. Tall trees directly across Cawston will CERTAINLY block our view of the hills to the west. Worse than that, the plan includes homes 3 STORIES HIGH! The view currently enjoyed by our neighbors, ourselves and from the frequently traveled major access roads, such as Cawston and Devonshire, will be significantly impacted. The so called "visual quality impact" to myself and my neighbors is HIGH because the project will be stealing the view of the hills and land that is currently undeveloped, undisturbed and natural. It is fully covered with vegetation and water, not a vacant lot and it poses no threat and does no harm in its current state.

Currently, this is a beautiful, undeveloped low-lying area and a natural rain runoff basin, a lake, not cemented, that helps control neighborhood flooding such as last December when it was almost full. (I took lots of pictures.) Almost certainly the homes surrounding it would have had flood damage had it not been there. It worked very well. This plan wants to take all of this away. They propose a "flood drainage channel" along Cawston and Devonshire to take the place of the lake. How would you like to buy a home facing a beautiful country view and then find out a developer wants to make you face a flood channel? The value of our home will certainly go down when they take that view away and replace it with CEMENT and our taxes will go up due to maintaining new streets, traffic light, streetlights, new

water supply, new electric supply and more, to accommodate 931 new homes. NO THANKS! The area is currently filled with acres of grasses, plants, brush and trees. The small lake holds water year round, even in the hottest summer months and provides homes for many animals: rabbits, squirrels, thousands of frogs, a wide variety of water loving birds large and small including ducks and many geese in the winter months. Also bats that help control the mosquitoes, large owls and hawks that help control the rodents. It is a perfect balance of the beauty of nature. It IS a huge park, they don't need to add any parks to replace it and Cawston Community Park is right across the street.

If you build there, what happens to all those animals? You know most of them would be killed or die. I read in your Staff Report that some of the endangered species can be killed off if the developer pays a FEE to Riverside County. How bizarre. It's OK to eliminate them if they pay a fee to do so. Even a child knows that's just wrong! They further state that they will use the utmost care in working around the endangered species that remain. OH SURE they will. Can you just imagine a guy running a bulldozer stopping his digging to find out if the animal or nest he just dug up is endangered? Be realistic, he just wants to meet his deadline and get paid. The digging and chemical runoff to put in cement and roads will kill off anything that just happens to survive. But your committee says it's OK as long as they are building new houses that will mean more taxes paid to the city. That's a shame.

I also find it very ironic and concerning that the *developer* is the one who selects and pays the company who did the Environmental Impact Report. Isn't that kind of like having the fox guarding the henhouse?! Shouldn't a more neutral and unbiased source do this? That company was obviously working toward getting the developer the results they need to move forward and wants them to use him again in the future. And, how on earth does he know how many owls live in that 200 plus acres??

And what happens to that basin of water? What happens to my house the next time it rains several inches in 2 days? With all the extra homes and roads they build there, there is a huge reduction in land to absorb rain. I don't need my taxes raised to provide more drains and channels. And what if the drainage they put in is not enough and our homes flood anyway? Will those new homes be a lower elevation than my home so we are sure they will deal with the flooding and not me? If they are at a slightly higher elevation than my home or if when they add the two lanes proposed to Cawston Avenue it is slightly higher I am very likely to sustain flood damage. Will they pay for the damage done to my house? I understand my

neighbors and I would have to pursue a "class action" lawsuit against the City if that happened. The City could deal with improving the drainage of the flood channel at Seattle Street in other ways than building a whole new housing track! That seems to be the only REAL reason for going forward with the development. The value and ability to sell my home at a profit is also hurt by: the increased traffic, adding over 900 more homes most likely with 2 vehicles each and adding two lanes to Cawston, as well as ruining our view.

There is NO NEED for more housing in this area! Immediately to the south of the plan is the unfinished, unfilled Pepper Tree Gated Community. I assume your committee had to approve the "plans" for that project several years ago. Only 9 out of the 470 homes are occupied. All of the townhomes are vacant. As I'm sure you know, they are not even connected to the sewer system. That developer went belly-up and abandoned the project. Why on earth would you want to build MORE homes right next to that. What if THIS project goes belly-up too? We all know the economy is terrible. That would REALLY hurt my property value.

The neighborhood immediately to the west of the plan, Track 31146, is also unfinished and unfilled. The neighborhood ¼ mile to the east on Devonshire and Madrid, is also unfinished and unfilled. Many times vacant properties bring crime such as squatters, vandalizing, graffiti, drug user and dealer havens, and homes for pests and rodents because they are untreated or controlled. Why would we want more unoccupied housing and block walls to look at instead of the wetlands that now exist? It is absolutely unnecessary!!

I challenge and invite each of you to drive up Cawston and park across from the little Cawston Community Park, step out and just spend 10 minutes looking west at the area and the mountain view in the distance. Take time to walk around the lake and stand on the dirt road in the middle of the field. Smell the air and notice it smells like sweet hay, listen to the small birds calling and making sounds you won't hear anywhere else nearby. You might see people walking their dogs or children riding bikes down the many dirt paths. If you arrive about 8 p.m. you will see a spectacular sunset behind the mountains just past Four Seasons. Then about 8:45 a large white owl will come out of the palm tree next to my house and swoop overhead past the lake and over the open field looking for dinner. At about 9:00 you will hear thousands of frogs begin to sing to each other with an occasional croak of a bull-frog mixed in. This is what my husband and I sit on our front porch and watch almost every night. If you allow them to build houses and condos on top of this, you instead will hear people and traffic. How can you justify

taking away this little square of paradise that is already surrounded by failed housing tracks on all sides! It is the only wetlands in the area.
Please reconsider destroying it or at least reconsider the "No Project Alternative" #2 where they do not add more properties and they do not need to disrupt the water basin that exists or the animals that live around it. There is no need to fund more infrastructure and services if there are no homes built there. There would also be less noise, air and traffic pollution as well. They say you can't fight city hall so… At the very least, let me go on the record to beg you NOT to add the 16.9 acres to the project as it was already expanded and does not need to be larger. Also NOT to allow any building of 3 stories high or to allow tall trees to be put in along side of the sidewalks bordering Cawston or Devonshire whereby stealing the view from us, our neighbors and of those who drive those frequently traveled roads as well as the citizens who use Cawston Community Park.

Thank you,
Diane Norberg
4092 Via Barcelona

From: Leonard Salabao <lsalabao@roadrunner.com>
To: <nshaw@cityofhemet.org>
Date: 6/20/2011 1:34 PM
Subject: COH: WWW INFORMATION REQUEST FORM

The following e-mail message was generated by a form
submitted on the http://www.cityofhemet.org web site.
It was submitted by lsalabao@roadrunner.com (Leonard Salabao)
on Monday, June 20, 2011 at 01:34:43 PM.

Name: Leonard Salabao
Address: 440 N. Cawston Ave.
City: Hemet
State: CA
ZIP: 92544
email: lsalabao@roadrunner.com
Cellular: 951-233-7674
contact_me_by: e-mail
Message: My opposition regarging the plan amendment no.06-001 Tres Cerritos East. My wife Sophia and our two young sons recide here and the majestic views are a constant reminder of the beauty this valley has to offer if you build here across the street we will lose that and it means alot especially to see the birds have a place to live and other animals. Our greatest concern would be the fear of the structures not housing anyone and going to waste and taking up space for nothing as with the pepper tree housing. More and more low and middle class families are moving here and causing more crime and vandlism I have cleaned much graffiti from our city and others because I am a painter for Eastern Municipal Water Dist. it is getting bad and this housing you want to build will bring more to our parks our schools and homes. The past three years we have had vandlism hit home and we fear it will increase due to your plan.The traffic is scary we see fast drivers and this increase as well. Thank You.
submit: Send Message

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remote address: 75.82.147.222
remote host: cpe-75-82-147-222.socal.res.rr.com
user agent: Mozilla/4.0 (compatible; MSIE 8.0; Windows NT 5.1; Trident/4.0; YPC 3.2.0; GTB7.0; (R1 1.5); .NET CLR 1.1.4322; ZangoToolbar 4.8.3; WinNT-EVI 19.01.2010; RRHSO_BLD1)
referer: http://www.cityofhemet.org/forms/planning_email.htm

7G

From: Sophia Salabao <facceoffwsophie5@msn.com>
To: <nshaw@cityofhemet.org>
Date: 6/20/2011 1:59 PM
Subject: COH: WWW INFORMATION REQUEST FORM

The following e-mail message was generated by a form
submitted on the http://www.cityofhemet.org web site.
It was submitted by facceoffwsophie5@msn.com (Sophia Salabao)
on Monday, June 20, 2011 at 01:59:09 PM.

Name: Sophia Salabao
Address: 440 N. Cawston Ave.
City: Hemet
State: CA
ZIP: 92544
email: facceoffwsophie5@msn.com
Cellular: 951-233-7675
contact_me_by: e-mail
Message: Opposition reguarding Plan amandment no. 06-001-Tres Cerritos East. I am a Homemaker raising two young sons here on the westside of town I grew up here in Hemet and most people love it here because the valley is beautiful and can be peaceful at times. The plan you have can change that in negative ways your two,three story condos and townhomes will destroy our wetlands that offer the animals their habitat the valley will seem sunk by the housing that we fear will end up like pepper tree close by. We look at that every week and think what a waste of many sorts you cannot control what type of riff raff will live there and possibly bring down the westside of Hemet. This housing is meant for low to middle class and that does come with an increase of crime and drugs do we need that anymore than we have now the schools will be flooded with it. Thank you.
submit: Send Message

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remote address: 75.82.147.222
remote host: cpe-75-82-147-222.socal.res.rr.com
user agent: Mozilla/4.0 (compatible; MSIE 8.0; Windows NT 5.1; Trident/4.0; YPC 3.2.0; GTB7.0; (R1 1.5); .NET CLR 1.1.4322; ZangoToolbar 4.8.3; WinNT-EVI 19.01.2010; RRHSO_BLD1)
referer: http://www.cityofhemet.org/forms/planning_email.htm

7H

From: C Harfouch <shawkyhar@gmail.com>
To: "Nshaw@cityofhemet.org" <Nshaw@cityofhemet.org>
Date: 6/20/2011 11:30 PM
Subject: Wetland destruction

Name C Harfouch
I am a physician in hemet hospital.
I eat my lunch in cawston park when i can. i enjoy watching the birds in the pond.
It is the highlight of my day.
I am opposed to the destruction of this precious respite during a hard day's work.
Thanks for your dedication conservation.

Nancie Shaw - Objection to Tres Cerritos East

From: Josh M <meeker_business@yahoo.com>
To: <NShaw@cityofhemet.org>
Date: Tuesday, June 21, 2011 2:38 PM
Subject: Objection to Tres Cerritos East

Regarding Specific plan amendment no. 06-0011 - Tres Cerritos East

I live adjacent to the planned development plot, and the increased air pollution would greatly impact me, as I am severely asthmatic. This, in turn, would also cause my healthcare costs to rise, which is hardly affordable as is already.
Aside from this, the view is enjoyable, but being surrounded by new buildings to the west would box us in, and spoil the beauty of the current view.

Joshua Meeker
4092 Via Barcelona

7J

Nancie Shaw - Additional Info. RE: Opposing Cawston Ave. - Proposed Condo Building Project

From: Kywana Hooks <Kywana.Hooks@phh.ms>
To: "'nshaw@cityofhemet.org'" <nshaw@cityofhemet.org>
Date: Tuesday, June 21, 2011 2:40 PM
Subject: Additional Info. RE: Opposing Cawston Ave. - Proposed Condo Building Project

Dear Ms. Shaw,

One other point, we wanted to add to our email below as to why we are *opposing* the building project on Cawston/Devonshire Ave. is that we do not want to see our present schools (Cawston Elementary, Rancho Villejo Middle School and Tahquitz High School) which our daughters currently attend, get over-crowded, which could affect the quality of education our daughters and other students receive.

Thank you.

Robert & Kywana Hooks
430 N. Cawston Ave.
Hemet, CA 92545
kywana.hooks@phh.

From: Kywana Hooks
Sent: Monday, June 20, 2011 4:48 PM
To: 'nshaw@cityofhemet.org'
Subject: Opposing Cawston Ave. - Proposed Condo Building Project
Importance: High

Dear Ms. Shaw,

Thank you for allowing our community to contact you regarding the proposed Condo building project on Cawston Ave. My family presently lives on Cawston Ave. and **we do *not* support this building project on or near Cawston/Devonshire Ave.**. We agree that this is a wetland that is inhabitated by many different animal and birdlife---not a threat to local residents living on or near this field. There is becoming less and less areas in Hemet for these animals to dwell on.

This area of land is one of the few areas in Hemet that is large and secure enough that families and individuals enjoy walking, running, bicycling, photographing etc. on that is untouched by industrial or a manufacturing influence.

We are concerned that a building project will bring increased traffic to the area.

Furthermore, there are many building sites including housing tracts and other condo buildings within our area that due to the present economy were unable to attract homebuyers within the last 2-5 years. I think one of the other reasons is that if you need to do shopping other than grocery, most residents, like my family, have to travel out of the area to Temecula or Moreno Valley. In my opinion, this would be another deterrent for many to move to this area if they have to travel out of the area for major shopping needs of themselves and/or their families.

Again, **we do *not* support this building project on or near Cawston/Devonshire Ave.** and we hope that the Hemet City Council will consider another, more suitable area for this project.

Respectfully,

Robert & Kywana Hooks
430 N. Cawston Ave.
Hemet, CA 92545
kywana.hooks@phh.ms

7K

Kathy Smigun
24515 California Ave #20
Hemet CA 92545

June 19, 2011

Planning Commissioners:

John Gifford

Sharon Deuber

Vince Overmyer

David Rogers

Chauncey Thompson

Re: **Tres Cerritos East SPA No. 06-001 & EA No. 06-019**

Dear Commissioners:

While you are reviewing the above SPA and EA, I am requesting that you consider the following issues:

1. This project is not compatible with the existing housing types used in the west end. It places a high density of housing in a small area which will overtax the existing and proposed infrastructure and roads. Tres Cerritos East measures less than 163 acres, with almost 40 acres being set aside for main roads, neighborhood parks, trails and one 5-acre hilltop estate. That leaves 123 acres where the 753 homes/condos will be concentrated along with acreage needed for the neighborhood roadway system.
2. The phasing of the project places planning areas 10 through 15 in the first stage to be built. These are the units with the highest density including two and three story townhomes or garden homes, and this is the area that is presently being market for sale to a builder/developer. After completing this first phase, I suspect that the applicant will return to the Planning Commission with a plea for additional housing density because the "economy has not improved" and he sees a "need for more affordable housing" provided by an even higher density.
3. Will this become an area of rental homes rather than a neighborhood of homeowners because of the density? This area could easily become a concentrated area of rentals that requires intensive servicing by the local police department. Does this meet with the City of Hemet's "vision" for this area?
4. If this neighborhood is marketed to families, where will they store their RV's, ATV's, boats and extra cars? The houses are placed only ten feet apart. Most people can only fit one car at most in a garage nowadays. Where will the remaining vehicles be parked? Are the roads wide enough to park cars on both sides of the neighborhood streets and still allow two-way traffic to drive through?

5. Only small neighborhood parks are proposed, along with one "approximately" 4,000 sq. ft. recreation center on one acre with 14 diagonal parking spaces and 22 street parking spaces. Is this recreation center and parking adequate for 754 homes/condos averaging at least one child per home? If you plan for approximately three people per home there will be 2262 people using this one area.
6. **Tres Cerritos West SP 90-009** was approved by the City of Hemet on 11 January 2005 for 177 dwelling units on 190 acres. It has been six years since this approval. Have any houses been built? When will this specific plan expire due to lack of use?
7. **Tres Cerritos East continues to be for sale** on the real estate market stating:
    a. "This offering provides an opportunity for a developer/builder to obtain 526 paper lots pending tentative map approval. The specific plan for a 787 unit master planned subdivision is going through the final steps of the process with the City of Hemet."
    b. Are these property owners wasting the City of Hemet's and the Planning Commission's time since the goal appears to be to divide Tres Cerritos East into four sections and sell the entitlements?
8. Menlo Avenue will cut through the development diagonally and appears to be a boulevard with a landscaped center. This will become a short cut to Devonshire and Florida and will encourage heavier traffic flows on these side streets. Was this route included in the proposed general plan? Does the City of Hemet want this road to become a main thoroughfare through a neighborhood?
9. Drainage: Houses are allowed to cover 65% of the lots. When you add in detached garages, patio covers, driveways, streets (area and neighborhoods), the rainfall runoff will be extensive in an area that already receives a massive amount of drainage from the Tres Cerritos Hills and the entire valley uphill from here. There is only one "interim" storm water basin included in the plan which is stated to be large enough to store drainage flows from a one hundred year flood event. I am not an engineer but I can look at this plan and see that it is not possible for this statement to be true. Isn't each project required to contain the runoff from its own property?

I am trusting that the City of Hemet Planning Commission will review this project and reject it as one that is not needed for this location because of the problems that it will create for the City and residents down the line.

Sincerely,

Kathy Smigun

Kathy Smigun

cc: Deanna Eliano

Douglas Wilson Companies 450 B Street, Suite 1900
San Diego, California 92101
phone: 619.641.1141 fax: 619.641.1150
www.douglaswilson.com

August 31, 2009

Ron Running, Planner
CITY OF HEMET
445 E. Florida Avenue
Hemet, CA 92543-4209

Re: Tres Cerritos East Specific Plan Amendment No. 06-001

Dear Mr. Running,

On June 17, 2008, Douglas P. Wilson was appointed Receiver for the Peppertree development, which is adjacent to the referenced Tres Cerritos project. Our office manages the receivership estate. One of the resident Peppertree homeowners forwarded to us a copy of the Notice of Public Workstudy for Tres Cerritos, which was held July 21, 2009. Unfortunately, we did not receive the notice in time to attend the meeting. Please consider this our request to be added to the Tres Cerritos notice list and forward notices to:

Douglas P. Wilson, Receiver
for PCG-Peppertree, L.P.
c/o Douglas Wilson Companies
450 B Street, Suite 1900
San Diego, CA 92101

Our office is particularly interested in discussions pertaining to the proposed realignment of Menlo Avenue. As you know, Peppertree's approved development plans require certain work on Menlo, including improving half of the street width. Additionally, approximately 1,000 LF of failed sewer line exists and must be repaired in the current Menlo alignment to provide permanent sewer service to the Peppertree project and its current resident homeowners. Any changes to the Menlo alignment will have significant impact on the Peppertree project. We understand that the Tres Cerritos proposal is still in the early planning stages and you have shared with me that the applicant must reach an agreement with the Peppertree project in order to gain approval for such realignment. As a courtesy, I am copying the applicant's contact, Mel Mercado, on this letter.

Thank you for the information and your assistance. Should you have any questions, please do not hesitate to contact me at (619) 641-1141.

Sincerely,

Liz Albano

Liz Albano
Agent for Douglas P. Wilson, Receiver

cc: Mel Mercado, Corman Leigh Communities

7M

VALLEY-WIDE RECREATION & PARK DISTRICT
P.O. Box 907 • 901 W. Esplanade Avenue
San Jacinto, CA 92581
(951) 654-1505 - District Office

RECEIVED
JUL 23 2009
PLANNING DEPT

July 20, 2009

Planning Commission
City of Hemet
445 E. Florida Avenue
Hemet, California 92543

Re: Tres Cerritos East Specific Plan Amendment

Dear Members of the Planning Commission:

Valley-Wide Recreation and Park District is in receipt of the Notice of Public Workstudy regarding the Specific Plan Amendment No. 06-001 (Tres Cerritos East). In May of 2008 Valley-Wide Recreation reviewed the Tres Cerritos East Specific Plan Amendment and submitted written correspondence to the City of Hemet with the following concerns:

- The 20.1 acres of proposed park acreage is not usable as park acreage. A 10.4 linear park that is in an easement owned by the Metropolitan Water District and a 3.7 acre private park leaves only 6 acres of park acreage which is divided into three (3) two (2) acre parks. The 10 acre linear park as it is designated is there regardless of development. It is an additional amenity above and beyond set standards. Development should be required to improve said property in addition to a 10 acre active public park in one central location. The city should ask for quality not quantity.

- The 6 acres of public parks among three park sites located within the development is poor planning. Three (3) two (2) acre parks are mini parks which do not allow for active recreational uses. They become hang outs and crime zones. Further, they appear to be detention or water quality basins. These parks are similar to the Lennar Tract adjacent to West Valley High School. Which are not useable and functional today? Again, development should be conditioned to provide a 10 acre active public park in one central location.

7N

- Private parks do nothing to mitigate the impact of a new large planned community.

- The Specific Plan Amendment states "The increase in population that could result from implementation of the Proposed Project, in conjunction with other development projects in the region, could affect regional recreational resources in the City of Hemet and Riverside County." An increase in population **will** result from implementation of the Proposed Project and if the development of on-site facilities at other development projects in the region are held to the same low standard as this Specific Plan they will **not** "negate the potential cumulative impacts to recreation resources" in the region.

- Ninety-three percent (93%) of the proposed dwelling units are on small lots (6,000 square feet or less). The City should look to lessons learned from KB Home development of Belmonte-Seville next to Four Seasons; small lots, no parking and no sidewalks leaves a community with streets littered with cars; exhibited in said subdivision still evidenced today. Why replicate poor planning?

Since this is a Specific Plan, more than the minimum should be demanded. Require development agreement to insure maximum benefit based on population for the City and the region.

Sincerely,

Jeff Leatherman, General Manager
Valley-Wide Recreation and Park District

cc: Mayor Eric McBride

Attachment No. 8

New Public Comment Letters

VALLEY-WIDE RECREATION & PARK DISTRICT
P.O. Box 907 • 901 W. Esplanade Avenue
San Jacinto, CA 92581
(951) 654-1505 - District Office

RECEIVED
FEB 21 2012
PLANNING

BOARD OF DIRECTORS
Nick Schouten
President
Larry Minor
Vice President
Frank Gorman
Secretary
John Bragg
Director
Steven Simpson
Director

February 21, 2012

Ronald Running
City of Hemet
445 E. Florida Avenue
Hemet, California 92543

Re: Tres Cerritos East Specific Plan Amendment Public Hearing

Dear Mr. Running:

Valley-Wide Recreation and Park District is in receipt of the Notice of Public Hearing regarding the Specific Plan Amendment No. 06-001 (Tres Cerritos East). In May of 2008, in July of 2009, and again in November of 2011, Valley-Wide Recreation reviewed the Tres Cerritos East Specific Plan Amendment and submitted written correspondence to the City of Hemet.

District's Previous Comments on Tres Cerritos East Specific Plan

- The 20.1 acres of proposed park acreage is not usable as park acreage. A 10.4 linear park that is in an easement owned by the Metropolitan Water District and a 3.7 acre private park leaves only 6 acres of park acreage which is divided into three (3) two (2) acre parks. The 10 acre linear park as it is designated is there regardless of development. It is an additional amenity above and beyond set standards. Development should be required to improve said property in addition to a 10 acre active public park in one central location. The city should ask for quality not quantity.

- The 6 acres of public parks among three park sites located within the development is poor planning. Three (3) two (2) acre parks are mini parks which do not allow for active recreational uses. They become hang outs and crime zones. Further, they appear to be detention or water quality basins. These parks are similar to the Lennar Tract adjacent to West Valley High School. Which are not useable and functional today. Again, development should be conditioned to provide a 10 acre active public park in one central location.

- Private parks do nothing to mitigate the impact of a new large planned community.

- The Specific Plan Amendment states "The increase in population that could result from implementation of the Proposed Project, in conjunction with other development projects in the region, could affect regional recreational resources in the City of Hemet and Riverside County." An increase in population **will** result from implementation of the Proposed Project and if the development of on-site facilities at other development projects in the region are held to the same low standard as this Specific Plan they will **not** "negate the potential cumulative impacts to recreation resources" in the region.

- Ninety-three percent (93%) of the proposed dwelling units are on small lots (6,000 square feet or less). The City should look to lessons learned from KB Home development of Belmonte-Seville next to Four Seasons; small lots, no parking and no sidewalks leaves a community with streets littered with cars; exhibited in said subdivision still evidenced today. Why replicate poor planning?

As this is a Specific Plan, it is important to enter into a development agreement that insures maximum benefit for the residents of the City and the region. If you have any questions or require additional information, please contact me at 951-654-1505.

Sincerely,

Samuel W. Goepp, General Manager
Valley-Wide Recreation and Park District

AGENDA # 20

Staff Report

TO: Honorable Mayor and City Council

FROM: Carla Callahan, CDBG Coordinator and
John Jansons, Community Investment Director

DATE: February 28, 2012

SUBJECT: Consideration of Allocations for 2012-2013 Program Year Community Development Block Grant entitlement funds and reprogramming of unexpended, prior year Community Development Block Grant funding.

RECOMMENDATION:

1) That the City Council accept and approve the Panel's recommended allocation of $698,038 in 2012-2013 Community Development Block Grant (CDBG) funding,
2) Reprogram unexpended prior year's funds of $7,041.98, and
3) Incorporate these recommendations into the Annual Action Plan draft.

BACKGROUND:

The City of Hemet (City) is an entitlement city of the Community Development Block Grant (CDBG) program and as such, receives annual grants on a formula basis from U.S. Department of Housing and Urban Development (HUD). The purpose of CDBG is to carryout a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services, with maximum feasible priority given to activities which benefit low and moderate income persons. The City is responsible for developing its own programs and funding priorities within CDBG and HUD requirements, as well as monitoring sub-recipients of the funds awarded under this grant.

During this year's annual CDBG funding process the City received a total of thirty-one applications by the November 30, 2011 due date. Twenty-three of these applications, totaling $1,193,761, met the HUD established criteria for eligibility and were evaluated by a review panel of three citizens and two City staff members ("the Panel"). The funding recommendations presented, as shown in **Attachment 1**, are based on the January 19, 2012 HUD announced CDBG FY12 Allocations of $698,038 for the City of Hemet and $7,041.98 in previously unexpended City of Hemet CDBG funding.

DISCUSSION:

The primary goal of the Panel in determining the 2012-2013 CDBG allocation recommendations was to provide maximum funding to public service projects that have the greatest direct benefit to the neediest of Hemet's citizens. In addition, the Panel gave preference to agencies with established ties in the City, activities that receive significant community support, activities that benefit youth, seniors or the disabled and agency activities that received an average rating of 87

or higher using the "2012/2013 Application Rating Sheet" (**Attachment 2**). The Panel stated that its preference would be to use the total allocation for public service activity funding, but given the current guidelines regarding public services (15% maximum of the total annual CDBG allocation and $10,000 minimum activity funding) it was forced to make difficult choices. Specifically, for housing and public facility improvement activities (at least 65% of the CDBG allocation), the Panel gave preference to fully funding the two activities that directly benefit Hemet's senior and disabled residents and had difficulty justifying allocation of CDBG funds for City staff salaries in the Code Enforcement Division and for Hemet ROCS (Restoring Our Community Strategy) activities.

The 2012-2013 Program Year CDBG allocation and reprogramming of unexpended prior year CDBG funding will be incorporated into the Annual Action Plan (AAP) draft. The Annual Action Plan is a short range (one year) planning document used to address the City's annual needs, goals and objectives by allocating funds to eligible activities recommended and approved for the 2012-2013 Program Year. The AAP draft will be available for 30 days for public review and comment period at city hall, the library, and the Simpson Center from March 12, 2012 through April 10, 2012. Before submitting the final AAP to HUD, a Public Hearing of the City Council to review the recommendation must occur and is tentatively scheduled for April 10, 2012.

COORDINATION AND REVIEW:

This recommendation was prepared and coordinated with the Office of the City Manager, Department of Community Investment, Finance Department, City Attorney's office and CDBG Application Review Panel participants.

INTEGRATION OF COUNCIL GOALS / STRATEGIC PLAN:

The recommendation supports the Council's goals of investing in the community for public services and public improvements in accordance with CDBG guidelines and regulations.

ALTERNATIVES:

The City Council may direct staff to revise the funding awards recommended in this report.

FISCAL IMPACT:

Approval of the recommended action will advance the potential receipt of CDBG funds to benefit the Hemet community. The recommend action does not require any funding from the City's General Fund.

CONCLUSION:

It is respectfully recommended that the City Council accept and approve:

1) Panel recommended allocation of the 2012-2013 Community Development Block Grant (CDBG) funding,
2) The reprogramming of unexpended prior year CDBG funding allocation, and
3) Incorporation of these recommendations into the Annual Action Plan draft.

ATTACHMENTS:

1. Copy of 2012/13 CDBG Funding Recommendations
2. Copy of COH CDBG Application Rating Sheet Program Year 2012/13

Prepared by and Recommended by:

Carla Callahan,
CDBG Coordinator

John Jansons,
Community Investment Director

Approved by:

Brian S. Nakamura,
City Manager

Reviewed by:

Rita Conrad,
Finance Director

Attachment
No. 1

Community Development Block Grant Program (CDBG)

2012/13 CDBG Funding Recommendations

City Council
February 28, 2012

2012/13 CDBG Funding Recommendations

#	Agency Name	Project Name	Requested	Avg Rating	Recommended	Rationale
1	Alternatives to Domestic Violence	Comprehensive Domestic Violence Services	$20,000.00	87.4	$0.00	similar to #5 CASA; lower average rating
2	Assistance League of Hemacinto	Operation School Bell	$30,000.00	94	$12,569.00	high average rating, all volunteer staff, direct benefit to youth
3	California Family Life Center	Kin Care	$20,000.00	86.2	$0.00	below average rating of 87
4	Care-A-Van Transit, Inc.	Care-A-Van Transit	$20,000.00	87.6	$10,000.00	high average rating, direct benefit to seniors & disabled
5	Center Against Sexual Assault	Rape Crisis Center	$11,136.00	92.6	$11,136.00	high average rating, direct benefit to special need population
6	Cops 4 Kids & Communities, Inc.	Cops 4 Kids & Communities Expansion Support	$12,500.00	78.8	$0.00	below average rating of 87
7	Fair Housing Council of Riverside County, Inc	Fair Housing and Landlord/Tenant Counseling	$21,000.00	88.25	$21,000.00	HUD/CDBG mandated, continue 11/12 provider
8	Hemet Hospice Volunteers, Inc.	Patient Special Needs and Youth Bereavement	$15,000.00	85.8	$0.00	below average rating of 87
9	Hemet United Methodist Church	Home Away From Home	$17,230.00	77.8	$0.00	below average rating of 87
10	Inland Fair Housing and Mediation Board	Fair Housing/Landlord Tenant Mediation	$20,000.00	88.5	$0.00	similar to #7 preference to continue with 11/12 provider
11	Smiles for Seniors Foundation	Senior Assistance Fund	$10,000.00	85.4	$0.00	below average rating of 87
12	The Community Pantry	The Community Pantry	$20,000.00	92.6	$10,000.00	high average rating, direct benefit to special need population
13	The Hemet Police Activities League	Hemet P.A.L. Free Afterschool Program	$60,000.00	87.6	$10,000.00	high average rating, direct benefit to youth
14	Valley Resource Center for the Retarded, Inc	EXCEED Vocational Training Center	$20,000.00	87.8	$10,000.00	high average rating, direct benefit to disabled
15	Valley Restart Shelter	Emergency Shelter Support	$10,000.00	94.2	$10,000.00	high average rating, direct benefit to special need population
16	Valley-Wide Recreation and Park District	Youth Scholarship Program	$10,000.00	91.4	$10,000.00	high average rating, direct benefit to youth
		Public Service total	**$316,866.00**		**$104,705.00**	
17	City of Hemet/Community Development Dept	Code Enforcement for Low/Mod Residential Areas	$189,355.00	92.6	$81,444.00	City of Hemet priority to revitalize neighborhoods
18	City of Hemet/Community Development Dept	Hemet ROCS	$39,000.00	88.2	$16,774.00	City of Hemet priority to revitalize neighborhoods
19	City of Hemet/Community Investment Dept	Handicap Ramp & Lift Program	$50,000.00	87.2	$50,000.00	high average rating, direct benefit to seniors & disabled
20	City of Hemet/Community Investment Dept	Senior/Disabled Home Repair Program	$125,000.00	88.6	$125,000.00	high average rating, direct benefit to seniors & disabled
21	City of Hemet/Public Works	City Sidewalk & ADA Ramps	$436,040.00	90.8	$187,549.98	City of Hemet priority to revitalize neighborhoods
22	Grid Alternatives	City of Hemet Solar Affordable Housing Program	$12,500.00	84	$0.00	below average rating of 87
23	Valley Resource Center for the Retarded, Inc	EXCEED Vocational Training Center	$25,000.00	76.25	$0.00	below average rating of 87
		Capital/Housing total	**$876,895.00**		**$460,767.98**	
	City of Hemet	Planning and Adminstration of CDBG			**$139,607.00**	
		Grand Total	***$1,193,761.00***		**$705,079.98**	

#	Eligible Expenses to be Funded
1	
2	104+ scholarships @ $120 per eligible City of Hemet elementary student to receive clothing, shoes, hygiene items, book & school supplies
3	
4	20% of cost of fuel & insurance to provide senior & disabled transportation
5	40% of utilities for office that houses assault hotline & counseling
6	
7	4% of staff salaries & expenses to provide fair housing in Hemet
8	
9	
10	
11	
12	17% of the cost of food to be distributed
13	8% of salaries to provide activity facilitation & supervision
14	19% of utilities to operate vocational center in Hemet that accommodates disabled workers
15	43% of utilities to operate 24/7 homeless shelter facility in Hemet
16	333+/- scholarships (average $30 per youth) for eligible City of Hemet youth to participate in sports activities offered by Valley-Wide recreation
	15%of 2012/13 entitlement allocation of $698,038
17	43% of code enforcement officers salaries requested for work in City of Hemet low/mod income census tracts
18	43% of salary of part-time contract employee to implement Hemet ROCS in low/mod income census areas
19	100% labor, materials to provide handicap ramps or lifts to Hemet seniors
20	100% labor, materials to provide necessary home repairs to Hemet seniors
21	43% of labor, materials, professional services to construct sidewalks & acces ramps in Hemet low/mod census tracts
22	
23	
	65%of 2012/13 entitlement allocation = $453,726 + $7,041.98 previously unexpended funding
	20% allowable per CDBG guidelines
	Total 2012/13 City of Hemet allocation of $698,038 + previously unexpended funding of $7.041.98

Attachment
No. 2

Community Development Block Grant Program (CDBG)

City of Hemet CDBG Application Rating Sheet Program Year 2012/13

City Council
February 28, 2012

City of Hemet
CDBG APPLICATION RATING SHEET
Program Year 2012/13

Agency Name: _____ **Amount Requested:**_____

Project Name: _____

	Points Available	Points Earned	TOTAL Earned
1. MANAGEMENT AND IMPLEMENTATION	**50**		_____
Agency management capacity	15	_____	
Activity implementation capacity	15	_____	
Budget/cost reasonableness	10	_____	
Other funding/resources	5	_____	
Experience/past performance	5	_____	
2. ACTIVITY NEED AND JUSTIFICATION	**50**		_____
Extent and seriousness of identified need	20	_____	
Benefit to low/moderate income persons	10	_____	
Benefit to City of Hemet residents	5	_____	
Consolidated Plan Priority	5	_____	
Community considerations	5	_____	
Application quality	5	_____	
GRAND TOTAL SCORE	**100**		_____

Reviewer signature: _____ Date: _____

Reviewer Printed Name: _____

Guidelines for CDBG APPLICATION RATING SHEET

1. MANAGEMENT AND IMPLEMENTATION — 50 points available

Agency management capacity — 15 points available

Points to be awarded based on information and documentation provided, showing that the agency has the resources needed, available and ready, to manage the proposed activity. Consider past federal funding.

Activity implementation capacity — 15 points available

Points to be awarded based on information and documentation provided, showing that the resources needed to implement the proposed activity are available, ready and the funding can be expended within the fiscal year allocated. Consider financial and human resources.

Budget/cost reasonableness — 10 points available

Points to be awarded based on information and documentation provided, showing the cost anticipated per city of Hemet resident to be served, direct benefit to the target population and overall impact on the identified need.

Other funding/resources — 5 points available

Points to be awarded based on applicant's efforts to use or secure other funding/resources for the activity. Consider in kind contributions of goods and labor.

Experience/past performance — 5 points available

Points to be awarded based on the length of time in business and experience in undertaking this activity or activities of similar complexity.

2. ACTIVITY NEED AND JUSTIFICATION — 50 points available

Extent and seriousness of identified need — 20 points available

Points to be awarded based on documentation and justification of the need for the activity.

Benefit to low/moderate income persons — 10 points available

Points to be awarded based on the number/percentage of low and moderate income persons to benefit through this activity.

Benefit to City of Hemet residents — 5 points available

Points to be awarded based on the number/percentage of City of Hemet residents to benefit through this activity.

Consolidated Plan Priority — 5 points available

Points to be awarded based on the ability of the activity to meet one or more of the Consolidated Plan priorities.

Community considerations — 5 points available

Points to be awarded based on the activity's impact on the surrounding community. Consider both positive and negative, human and environmental factors.

Application quality — 5 points available

Points to be awarded based on completeness and quality of data included.

AGENDA # 21

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Eric Vail, City Attorney
Kristen Jenson, Deputy Public Works Director

DATE: February 28, 2012

RE: Hemet / San Jacinto Basin Groundwater Management Plan: Adoption of Principle Documents

RECOMMENDATION:

1. Approve Resolution No. 12-022 Making Responsible Agency Findings Related to the Second Addendum to the Hemet / San Jacinto Integrated Recharge and Recovery Program Final Environmental Impact Report. See Exhibit "A".

2. Approve Resolution No. 12-023 Approving the Hemet / San Jacinto Integrated Recharge and Recovery Program Agreement with EMWD, et al., Approving the Hemet / San Jacinto Groundwater Management Plan, and the Related Stipulation for Judgment. See Exhibit "B".

SUMMARY:

The Hemet / San Jacinto Basin is in a state of chronic overdraft. The Hemet Water Utility is almost 100% reliant upon groundwater. To address the problem of overdraft and to secure an alternative source of water for its Water Utility, the City has been engaged in a collaborative process with other water agencies in the Basin for nearly 15 years to fashion a physical solution to the overdraft. The heart of the physical solution is an agreement by Metropolitan Water District to provide 7,500 acre feet of imported water at relatively low cost to the public water purveyors annually. This requires EMWD's construction of an upsized water turnout, pipeline, recharge basin, and extraction wells. This project, officially named the Hemet / San Jacinto Integrated Recharge and Recovery Program, is commonly called the "IRRP" or "Phase 1 Facilities" project. Hemet, together with the other water utilities, is proposing to share the cost of the improved facilities and the cost of the water in which each will have a pro-rata share. The physical solution is also embodied in a Stipulation for Judgment and a Ground Water Management Plan, which sets forth measures to reduce groundwater production, encourage development of alternative water sources, and to implement best management practices. City Staff and the City Attorney's Office are recommending that the City Council approve the Hemet

Water Utilities participation in this comprehensive program by approving two resolutions (i) one making responsible agency findings under CEQA, and (ii) one approving the Phase I Facilities Agreement, Stipulation for Judgment, and the Ground Water Management Plan.

BACKGROUND:

Water production for public and private uses in the Hemet / San Jacinto Valley is heavily reliant upon the pumping of groundwater from aquifers (Canyon Subarea, San Jacinto Upper Pressure Zone, Hemet Basin South, and Hemet Basin North) ("Basin) underlying the Valley. For many decades, more groundwater has been extracted from the Basin than has been naturally and artificially replenished. The resulting condition – known as "overdraft" – has been estimated at between 10,000 acre feet and 15,000 acre feet per year. Chronically overdrafting the Basins jeopardizes the Valley's primary source of fresh water. According to the California Department of Water Resources, various problems arising from overdraft included increased pumping costs, depletion of surface water, degradation of water quality, and land subsidence. The end result in most cases is that the groundwater basin is irreparably damaged and the water that may be pumped from it permanently reduced.

To combat the problem of overdraft, Eastern Municipal Water District ("EMWD"), Lake Hemet Municipal Water District ("LHMWD"), the City of Hemet ("Hemet"), and the City of San Jacinto ("San Jacinto"), together with a number of private water producers, engaged in a collaborative effort to develop a reasonable solution to the overdraft. Over the course of nearly 15 years, the parties collectively devoted their time, talent, and money to take several incremental steps toward finding a solution. These steps have included:

- ***Collaborative Problem Solving***. In 1998, the creation of a Policy Committee of elected officials to give policy direction, supported by a Technical Advisory Committee ("TAC") and a Consultants, Managers & Attorneys Committee ("CAM") to advise and implement the direction. These committees have met as needed for the past 15 years, with the CAM meeting monthly for the past seven years to negotiate and prepare the Groundwater Management Plan and related documents.

- ***Conjunctive Use MOU***. In June of 2001, the parties approved a "Memorandum of Understanding to Work Cooperatively to Promote Conjunctive Use Projects and Programs in Upper San Jacinto River Basins" establishing the framework for the parties to begin to establish a groundwater management program to address overdraft in the Basin and to collectively manage groundwater use in the interim.

- ***Groundwater Monitoring***. In 2003, the parties approved an "Agreement to Develop a Groundwater Monitoring Program in the Hemet/San Jacinto Management Area" in order to facilitate the annual measurement and monitoring of groundwater levels so the parties could accurately evaluate the nature and

extent of the overdraft and determine operational safe yield. This agreement has been renewed and extended several times.

- ***Principles of Water Management***. In February of 2004, the parties approved the "Principles for Water Management" which became the foundation for the creation of the Groundwater Management Plan and Stipulated Judgment, which the CAM negotiated and drafted over the next several years.

- ***Groundwater Recharge***. In 2005, the parties approved an agreement regarding the purchase and funding of interim groundwater recharge. Under the agreement, EMWD would purchase water from Metropolitan Water District ("MWD") as it was available for recharge in their existing recharge ponds. Each party agreed to pay its pro rata share of the costs. This agreement has been renewed and extended several times.

- ***Costs to Prepare the GWMP***. The parties have always individually born the costs of their management, staff, attorneys and consultants participating in these efforts. However, the parties also collectively contributed to the retention of WRIME, Inc., to prepare the Groundwater Management Plan. The cost was also off-set by EMWD's receipt of grant funds.

This lengthy collaborative process has resulted in a proposed solution to the overdraft by means of a comprehensive and multifaceted program, including the following elements:

- **Contract with Metropolitan Water District**. A contract between EMWD and MWD under which MWD will deliver on average 7,500 acre feet of relatively low cost imported water into the Valley for groundwater recharge. MWD may deliver up to 15,000 acre feet per year, and may store up to 40,000 acre feet in the Basin. This contract implements the Soboba Settlement discussed below.

- **Soboba Settlement**. EMWD, LHMWD and MWD have settled the water rights lawsuit and claim filed by the Soboba Band of Luiseno Indians ("Sobobas"). Central to the settlement are the parties recognition of the Sobobas paramount right to 9,000 acre feet of water per year, the MWD / EMWD contract for imported water, the federal government's contribution of $21 million to off-set local and tribal impacts, and Sobobas' agreement to not use more than 4100 acre feet per year for 50 years, while allowing the Valley's public water purveyors (including the Hemet Water Utility) to use their excess water rights – estimated at 7,500 acre feet per year.

- **Phase 1 Facilities**. The integrated construction of the facilities necessary to take delivery of the water from MWD and to recharge it into the San Jacinto Upper Pressure Zone. The EMWD facilities required for the project include expansion of the existing turnout, a pipeline from the turnout to the recharge basin, a 35 acre recharge basin, three extraction wells in addition to related CEQA and Section 404 Permit mitigation measures.

- **Stipulation for Judgment**. Water rights adjudications in California are typically resolved by means of a Judgment entered by the Court that embodied the "Physical Solution" for the overdraft. Since this has been a collaborative process, the parties plan to file a friendly lawsuit and enter a Stipulated Judgment containing the Physical Solution. The Stipulated Judgment will have the force of a court order / judgment against the parties and the Court will retain jurisdiction and the ability to require the parties to comply with the judgment. The judgment will establish a Watermaster composed of elected officials charged with implementing the Physical Solution. The judgment also provides the necessary requirements that the parties must adhere to in administering the basin – for example, to implement best management practices, to not export water from the basin, to protect groundwater quality. The judgment will also fix the amount of water (Base Annual Production Right or "BAPR") that each party may pump without paying a replacement fee. An administrative fee will be charged to fund operations of the Watermaster.

- **Ground Water Management Plan**. The parties have developed and plan to adopt a Groundwater Management Plan ("GWMP") that will implement the Stipulated Judgment, determine how the Watermaster will function, calculate the initial safe yield and overdraft amounts, and add detail to the process by which the overdraft will be gradually reduced. The GWMP was prepared several years ago and now awaits approval by the parties.

Recently, EMWD received the final approvals from the Army Corps and the USFWS needed before beginning construction of the recharge basin – the central election of the Phase 1 Facilities. EMWD previously secured all of the funding necessary to complete the Phase 1 Facilities. Now that all of the prerequisites have been meet, the parties now need to take formal action to approve and implement the Physical Solution.

ANALYSIS:

Water is an essential resource to the continued vitality of the Hemet / San Jacinto Valley. Other than its right to receive a small amount of water from EMWD based on shares in the now defunct Fruitvale Water District, the Hemet Water Utility is 100% reliant upon groundwater – primarily from the Hemet South basin. The Hemet Water Utilities sole ability to obtain other water in the event of emergency or other need is to purchase it from EMWD, if it is available, at a substantial cost. Although the Hemet South basin is not as susceptible to water level declines as either the Canyon or Upper Pressure subareas, well levels have suffered from historical decline, and there have been increasing instances of water quality concerns. Currently, Hemet enjoys limited competition from EMWD or LHMWD for groundwater production in the Hemet South basin, but there is no prohibition on those agencies seeking out the water resources of the Hemet Basin in the future.

Considering these factors, it is only prudent for the Hemet Water Utility to participate in the collective effort to manage the basin. This ensures that Hemet has the ability to exercise its vote concerning actions that may affect the entire Valley's water

supply and share in the benefits of the Physical Solution. As set forth in the Fiscal Impact section, and as detailed in the PowerPoint attached as Exhibit "C," such participation is not without a significant cost. However, it is the conclusion of City Staff, the City Attorney's Office and the City's previous consultants – RBF Consulting and GeoScience, Inc., that any such costs are outweighed by the benefits accompanying participation. The primary benefits of participation include:

- **Resolve the Overdraft**. As a participant, the Hemet Water Utility will work with the other public water purveyors to reduce and then eliminate the overdraft, thereby preventing injury to the aquifers, and preserving groundwater as a major source of water supply for future generations.

- **Secure Alternative Source of Water Supply**. The Hemet Water Utility to procure the right to purchase and use or store for use or resale at a later date, 1470 acre feet of imported water from MWD annually. This means the Hemet Water Utility will have access to 33,810 acre feet of water over the course of the MWD contract (to 2035). At the Utilities current total usage of water (4,200 acre feet per year) this equates to an available storage of eight (8) full years of water supply. This is vastly more water than the City is able to store in above ground storage tanks.

- **Secure Lowest Cost Alternative Water**. The Hemet Water Utility will be able to purchase water from MWD in 2013 at a cost of $542 per acre foot delivered to groundwater storage. There will be an additional cost to pump the water out of storage and transport it to the Hemet Water Utility's system. EMWD estimates this costs as $325 per acre foot. This is a cost of $867 per acre foot. By comparison, the water that the Hemet Water Utility may purchase (if available) from EMWD will be $1056 per acre foot in 2013. The net savings to the Hemet Water Utility is $189 per acre foot, with greater reliability. Finally, this calculation may under estimate potential savings because it does not consider the Water Utility's ability to sell water it deems surplus to one of the other water purveyors at more than the original cost, but less than the current MWD water price.

- **Protect & Preserve the Hemet South Basin**. By addressing the overdraft globally within the Valley, and by ensuring a recharge source for the Upper Pressure Zone (the area where the most public pumping occurs), by being at the table to make decisions, and a party to the Stipulated Judgment, which includes provisions prohibiting the drilling of new wells where they may negatively impact existing wells, Hemet will help protect the Hemet South basin from encroachment from other water producers.

COORDINATION & REVIEW:

This staff report, and the recommendations made herein, have been reviewed and approved by the City Manager, City Attorney, Deputy Public Works Director, and Finance Director. The recommendations made in this staff report are consistent with the direction of the City Council periodically over the past decade.

INTEGRATION OF COUNCIL GOALS / STRATEGIC PLAN:

The recommendations made in this staff report are consistent with the Goals, Policies and Implementation Measures set forth in the Community Services and Infrastructure Element and the Open Space and Conservation Element of the City of Hemet's 2012 General Plan. Specifically:

Community Services and Infrastructure Element.

Section 5.3.1 **Water Supply: Providers, Sources, Quality and Conservation**. This section contemplates collaboration with the other public water purveyors to address the overdraft within the Basin by means of approval of the Phase 1 Facilities, the GWMP and Stipulated Judgment.

Goal CSI-2. Maintain a water deliver system that is capable of meeting the daily and peak demands of the Hemet residents and businesses in an efficient and environmentally sound manner. See also Policies CSI-2.1 through CSI-2.9.

Implementation measure CSI-P-1. **Groundwater Management Plan**. Adopt the multiagency Groundwater Management Plan to protect and enhance groundwater resources.

Open Space and Conservation

Section 7.4.2. **Open Space for the Managed Production of Resources**. This section calls for steps to protect the groundwater basin and recharge areas, as well as encouraging conservation of groundwater resources.

Section 7.5.1. **Management of Water Resources**. Indicates that managing of the watershed to maximize groundwater recharge is imperative to ensuring an adequate and affordable source of water in the future. Toward that end, the City has worked with other public water purveyors and private pumpers to develop a groundwater management plan for the Basin.

Goal OS-5. Conserve and protect surface water, groundwater, and imported water. See also Policies OS-5.1 through OS-5.8.

Implementation Measure OS-P-27. **Groundwater Resources**. Participate in the development, implementation, and maintenance of a Groundwater Management Plan program to recharge the aquifers underlying the Planning Area.

Implementation Measure OS-P-27. **Water Resource Management**. Participate in water resource management planning to facilitate the long-term availability of water resources.

ALTERNATIVE(S):

1. **Participate, but assign MWD water temporarily to EMWD or LHMWD**. One option to participate, but to lower costs, would be for the Hemet Water Utility to negotiate an agreement with EMWD or LHMWD to take Hemet's water utility and cover the cost of the water purchase (estimated at $738,000 per year commencing in 2013). This alternative is not recommended because it does not reduce the first year initial payment and it removes the principle benefit of participating in the program (i.e. securing an alternative and lower cost source of water).

2. **Decide not to participate in the entire Program**. Another option is for the Hemet Water Utility to "go it alone" and not participate in the GWMP or its constitute parts. This alternative would, in the short term, avoid the costs of participating in the GWMP, but carries the substantial risk that the Hemet Water Utility would not have sufficient long term resources to meet its needs.

FISCAL IMPACT:

The estimated cost for the initial year of participation in the GWMP is $2,579,992. Thereafter, ongoing costs of participation are estimated to be approximately $1,222,540 annually.

Annual operating costs and revenues for the Water Fund are expected to fluctuate as the water and maintenance costs, as well as the number of accounts and usage, increase or decrease. But, for the purpose of this analysis (and to clearly illustrate the impact of the GWMP on the fund) it has been assumed that those operating factors are constant. The only variables factored in were upcoming capital costs and the assumption that Hemet would not sell any of its allotted MWD water. Under these parameters, it is projected that at then end of FY 2014-2015, the available Water Fund balance will be approximately $63,000. Without the GWMP, the balance at the end of FY 2014-2015 is estimated to be $6.4 million.

Regardless of whether or not the Hemet Water Utility participates in the GWMP, City staff recommends that the City conduct a comprehensive rate study to ensure that service rates are adequately structured to fund proper operation of the Water Utility.

Attachments:

Exhibit "A" -- Resolution No. 12-022 Making Responsible Agency Findings Related to the Second Addendum to the Hemet / San Jacinto Integrated Recharge and Recovery Program Final Environmental Impact Report.

Exhibit "B" -- Resolution No. 12-023 Approving the Hemet / San Jacinto Integrated Recharge and Recovery Program Agreement with EMWD et al., Approving the Hemet / San Jacinto Groundwater Management Plan, and the Related Stipulation for Judgment.

Exhibit "C" -- Benefits & Costs of Participation in the Hemet / San Jacinto Basin Groundwater Management Plan.

Prepared by:

Eric S. Vail, City Attorney

Reviewed & Approved by:

Brian Nakamura, City Manager

Reviewed & Approved by:

L. Rocha for Rita Conrad

Rita Conrad, Finance Director

Reviewed & Approved by:

Kristen Jensen,
Deputy Public Works Director

RESOLUTION NO. 12-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET MAKING FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, CONSIDERING TWO ADDENDUMS, AND APPROVING THE AGREEMENT ENTITLED PHASE 1 FACILITIES CONSTRUCTION COST AND USE; COST AND USE OF UNUSED TRIBAL WATER

WHEREAS, the City of Hemet ("City") is a general law city organized and existing in accordance with California law.; and

WHEREAS, City previously cooperated with the Eastern Municipal Water District ("EMWD") to formulate and analyze the Hemet/San Jacinto Integrated Recharge and Recovery Program; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.) and the State CEQA Guidelines (14 Cal. Code Regs., § 15000 et seq.) ("CEQA") an Environmental Impact Report for the Hemet/San Jacinto Integrated Recharge and Recovery Program ("IIRP") was prepared and certified by EMWD, as lead agency, in June of 2004 (State Clearinghouse No. 2003121068); and

WHEREAS, EMWD as the lead agency, but in cooperation with City, Lake Hemet Municipal Water District, the City of San Jacinto, and the Riverside County Flood Control and Water Conservation District have undertaken modifications to that previously certified EIR and approved Program by agreeing to a Stipulated Judgment determining water rights (production rights), contingent upon Congressional approval and effectiveness thereunder of the Soboba Settlement Agreement, and implementing an associated Hemet/San Jacinto Groundwater Management Area Water Management Plan and an Agreement Regarding Phase I Facilities Construction Cost And Use; Cost

And Use Of Unused Tribal Water ("Phase I Facilities Agreement"), which implements the IIRP (the "Project"); and

WHEREAS, City had more limited approval and implementing authority over the Project and thus served as a responsible agency for the Project pursuant to the requirements of CEQA; and

WHEREAS, EMWD determined that a Supplemental EIR should be prepared pursuant to State CEQA Guidelines section 15163 in order to analyze the Project's potential environmental effects. On November 21, 2007, and as required by CEQA, the EMWD's Board of Directors, at a scheduled public meeting, reviewed and considered the Final Supplemental EIR, the Initial Study, a Mitigation Monitoring and Reporting Program, the Project, all oral and written comments received, and certified the Supplemental EIR, made written findings, adopted a Statement of Overriding Considerations, adopted a Mitigation Monitoring and Reporting Program, and approved the Project; and

WHEREAS, during the Regular Meeting of the City Council on February 28, 2012, the Council adopted Resolution No. _____. This Resolution provides that the City, in its limited role as a Responsible Agency under CEQA, thereby adopted the Supplemental EIR for the "Project" which is comprised of the Stipulated Judgment determining water rights, the Hemet/San Jacinto Groundwater Management Area Water Management Plan, and, in concept, the Phase 1 Facilities Agreement; and

WHEREAS, subsequent to EMWD's certification and the City's consideration of the Supplemental EIR, the United States Fish and Wildlife Service ("FWS") recommended further conservation measures as part of a Biological Opinion ("BiOp") process which would further minimize the Project's potential impacts to the San Bernardino kangaroo rat; and

WHEREAS, the 2007 Supplemental EIR already included a mitigation measure requiring that the Project comply with any conservation measures set forth in the FWS's BiOp, but whereas the 2004 EIR was the CEQA document that specifically

analyzed the impacts of the recharge basins; and

WHEREAS, the FWS's original BiOp conservation measures required minor modifications to the Project and corresponding clarification of previously imposed mitigation measures, including (1) the reduction in size of the Phase 1 recharge basins and the relocation of those basins within the area already studied and analyzed in the Supplement EIR and (2) the elimination of the low-flow channel which is no longer needed to divert river flows; and

WHEREAS, EMWD, as lead agency, decided to prepare an Addendum to the previously certified 2004 EIR to describe these minor Project revisions and to analyze, with supporting substantial evidence, that no new impacts would occur as a result of these changes and that no further EIR or Mitigated Negative Declaration is required by CEQA; and

WHEREAS, EMWD adopted that Addendum at its June 23, 2010 noticed, public meeting and filed a Notice of Determination as required by CEQA on June 24, 2010; and

WHEREAS, FWS subsequently developed further conservation measures that required the relocation of the recharge basins back to the approximate location analyzed in the 2004 EIR; and

WHEREAS, EMWD, as lead agency, therefore decided to prepare a Second Addendum to the previously certified 2004 EIR in order to describe this subsequent minor Project revision and to confirm, with supporting substantial evidence, that no new impacts would occur as a result of placing the basins back into the location previously analyzed in the 2004 EIR and verifying that no further EIR or Mitigated Negative Declaration is required by CEQA; and

WHEREAS, EMWD adopted that Second Addendum at its November 16, 2011 noticed, public meeting and filed a Notice of Determination as required by CEQA thereafter; and

WHEREAS, the final version of the Phase 1 Facilities Agreement has now been

developed and reflects the minor modifications to the Project as required by FWS's BiOp and authorized by EMWD's Addendums. Since the previous action by the City Council was to approve the Phase 1 Facilities Agreement in concept, the Council now desires to take action to formally approve the final version of the Phase 1 Facilities Agreement; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred; and

NOW, THEREFORE, the City Council of the City of Hemet does hereby resolve as follows:

SECTION 1. Findings Under State CEQA Guidelines Section 15162. As described in the above Recitals, subsequent to the certification of the 2004 EIR and the 2007 Final Supplemental EIR for the Project, conservation measures were developed by the FWS as part of the BiOp process in order to protect the San Bernardino kangaroo rat. Under State CEQA Guidelines section 15162, once an EIR has been certified for a project, no subsequent EIR shall be prepared for that project unless substantial changes are proposed in the project which would require major revisions of the previous EIR due to the involvement of new significant environmental effects or if new information of substantial importance which shows that the project will have a significant impact on the environment has been made available. The City Council finds that the issuance of the BiOp and the development of conservation measures does not meet the criteria of State CEQA Guidelines section 15162, such that no new EIR or Mitigated Negative Declaration is required. Specifically, the 2007 certified Final Supplemental EIR included a mitigation measure which requires the Project to comply with any measures detailed in the FWS's BiOp, such that no changes to that EIR are necessitated by the BiOp. Furthermore, the 2004 certified EIR analyzed the recharge basins, and assumed that they would be approximately 40-acres in size. The recently issued BiOp requires the recharge basins to be reduced in size by five acres and to be located within the 2004 EIR's original study area so that impacts are minimized to the fullest extent feasible. Accordingly, City agrees with EMWD that no supplemental EIR or Mitigated Negative

Declaration is required because none of the conditions specified in State CEQA Guidelines section 15162 have occurred with respect to either the 2004 or 2007 EIRs and because these conclusions are supported by substantial evidence in the record, including EMWD's two CEQA Addendums. (See Exhibits "A" and "B" hereto.)

SECTION 2. Consideration of the Eastern Municipal Water District's Addendums. Where a modification to a project is needed following the certification of an EIR, a subsequent EIR or mitigated negative declaration is only permitted where one of the conditions specified in State CEQA Guidelines section 15162 occurs. As described in SECTION 1, above, no such conditions exist. Therefore, the preparation of the two Addendums documenting and analyzing the minor changes to the Project are appropriate pursuant to State CEQA Guidelines section 15164. State CEQA Guidelines section 15096 governs the responsibilities of responsible agencies, such as the City, and requires that a responsible agency "consider" the CEQA documents certified or adopted by the lead agency. Additionally, State CEQA Guidelines section 15162 requires that a responsible agency "consider the addendum with the final EIR ... prior to making a decision on the project." Consistent with these requirements, and in its limited role as a responsible agency, the City Council has considered the two Addendums to the EMWD's 2004 EIR and also considered the EMWD's 2007 Supplemental EIR, and the City Council finds that the Addendums contains a complete and accurate accounting of the minor modifications to the Project. Additionally, the City Council finds that the 2007 Supplemental EIR requires compliance with the BiOp. The Addendums prepared and adopted by EMWD are attached hereto as Exhibits "A" and "B" and incorporated herein by reference.

SECTION 3. Notice of Determination. The City Council hereby directs staff to prepare and file with the Riverside County Clerk's Office and the State Clearinghouse/Office of Planning and Research a CEQA Notice of Determination within five (5) working days of the Council's approval.

SECTION 4. Custodian of Record. The custodian of record for the documents comprising the City's administrative record on this matter, including the 2004 EIR, the 2007 Supplement EIR, the Addendums, and all other materials is the City of Hemet located at 445 E. Florida Avenue, Hemet, CA 92544.

PASSED, APPROVED, and ADOPTED this 28th day of February, 2012.

Robert Youssef, Mayor

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

State of California)
County of Riverside)
City of Hemet)

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 28th day of February, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sarah McComas, City Clerk

EXHIBIT "A"

EIR Addendum

Proud of our past,
Ready for our future

Eastern Municipal Water District
2270 Trumble Road • Perris, CA 92570
Tel: (951) 928-3777 • Fax: (951) 928-6177

Addendum to the Hemet/San Jacinto Integrated Recharge and Recovery Program Final Environmental Impact Report

SCH # 2003121068

Final EIR Certification Date:	August 4, 2004
Supplemental EIR Certification Date:	November 21, 2007
Addendum Adoption Date:	June 23, 2010

This Addendum has been adopted by the Eastern Municipal Water District (EMWD) Board of Directors to address minor technical changes to the *Hemet/San Jacinto Integrated Recharge and Recovery Program Final Environmental Impact Report* (Final EIR).

Subsequent to certification of the Final EIR, EMWD collaborated with the U.S. Fish and Wildlife Service (USFWS) to change the proposed location of the groundwater recharge basins in order to further minimize potential effects to the federally listed San Bernardino kangaroo rat (SBKR; *Dipodomys merriami parvus*). This project change and its environmental effect are addressed below, as are the reasons why an Addendum is appropriate to address these changes under the California Environmental Quality Act (CEQA) and the *State CEQA Guidelines*. The *Reinitiated Biological Opinion for the Hemet-San Jacinto Integrated Recharge and Recovery Program, Riverside County, California* (Biological Opinion; USFWS 2010) issued for the proposed project is incorporated by reference into this Addendum.

Although a Supplemental EIR was certified by EMWD in November, 2007, that Supplemental EIR did not address the proposed groundwater recharge basins that are the subject of this addendum. Accordingly, this addendum focuses on changes to the proposed project as described in the 2004 Final EIR.

Changes to the Proposed Project

EMWD proposes to shift the location of the proposed recharge basins for Phase 1 of the proposed project as indicated on Figure 1. The revised footprint for the proposed Phase 1 recharge basins is within the original study area addressed in the 2004 EIR and was developed in collaboration with the USFWS and U.S. Army Corps of Engineers (Corps) during the Endangered Species Act Section 7 consultation for the proposed project's Clean Water Act Section 404 individual permit. (Implementation of the Phase 2 is speculative and was not included in the Clean Water Act permitting, the associated Endangered Species Act consultation, and/or California Fish and Game Code Section 1600 permitting.) The currently proposed Phase 1 recharge basins would encompass approximately 35 acres; as addressed in the 2004 Final EIR, these basins would have had an approximately 40-acre footprint.

The proposed project addressed in the 2004 Final EIR also included a low-flow channel to help divert river flows away from the recharge basins. The low-flow channel has been deleted from the proposed project at the request of the USFWS.

Environmental Impacts

Environmental impacts resulting from the revised groundwater recharge basins location would be comparable to or less than those addressed in the EIR because the proposed basins are almost entirely within the previously evaluated recharge basin footprint (see Figure 1) and because the new location was specifically sited to minimize potential effects to SBKR and its habitat.

***State CEQA Guidelines* Criteria for an Addendum**

Per Section 15164(a) of the *State CEQA Guidelines*, "The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." The changes to the proposed project (and the resulting change in environmental impacts) are considered minor, and a Subsequent EIR is not necessary because:

- **No substantial changes have been proposed "due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects" (*State CEQA Guidelines*, Section 15162(a)(1)).** The proposed recharge basins location change occurs largely within the overall project footprint previously evaluated in the 2004 Final EIR. To the extent that potential impacts associated with the regard basin have changed, it is anticipated that the currently proposed recharge basins would have less of an impact on SBKR because the currently proposed basins are in an area considered less important for SBKR than the habitat located at the previously proposed Phase 1 site.
- **No substantial changes have occurred "with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR... due to the involvement of new significant environmental effects of a substantial increase in the severity of previously identified significant effects" (Section 15162(a)(2)).** The circumstances within which the proposed project would occur have not changed significantly. As noted previously, the proposed change in recharge basins location is in accommodation of a USFWS request and is intended to lessen, not increase, the environmental impact of the proposed project.
- **No new information of substantial importance that was previously unknown shows that "[t]he project will have one or more significant effects not discussed in the previous EIR" (Section 15162(a)(3)(A)).** No new information has come to light that would suggest that the proposed project would have previously undisclosed significant effects on the environment. It was disclosed in the 2004 Final EIR that the proposed project would have significant impacts on SBKR, and that these impacts would be mitigated through habitat conservation and enhancement. As a result of the USFWS consultation on the proposed project, the level of mitigation required for the Phase 1 recharge basins has increased over what was included in the EIR. This increase in mitigation for a previously identified significant impact does not trigger a requirement for preparation of a Subsequent EIR.

- **No new information of substantial importance that was previously unknown shows that "[s]ignificant effects previously examined will be substantially more severe than shown in the previous EIR" (Section 15162(a)(3)(B)).** The proposed project will not have substantially more severe impacts than were disclosed in the 2004 Final EIR. The EIR's assessment of impacts to SBKR was based on the acreage of habitat affected, and that acreage will be lower under the proposed project as revised than was addressed in the 2004 Final EIR. This reflects that (A) the Phase I recharge basins footprint is five acres smaller (35 acres now compared to 40 acres in the 2004 Final EIR), (B) the proposed grading of a low-flow channel has been deleted, and (C) project effects to SBKR have been reduced.
- **No new information of substantial importance that was previously unknown shows that "[m]itigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative" (Section 15162(a)(3)(C)).** In this case, additional mitigation, above and beyond what was identified in the 2004 EIR, has been identified by the USFWS and is being adopted by EMWD. This mitigation, summarized below, replaces and supplements the mitigation for impacts to SBKR habitat that was included in the 2004 Final EIR. To the extent that the shift in the proposed recharge basins location can be considered an "alternative," EMWD is adopting an alternative that would further reduce one of the significant (but mitigated) effects of the proposed project.
- **No new information of substantial importance that was previously unknown shows that "[m]itigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effect on the environment, but the project proponents decline to adopt the mitigation measure or alternative" (Section 15162(a)(3)(D)).** As noted above, additional (different) mitigation has been identified, and EMWD has agreed to this mitigation.

Revised Mitigation

Mitigation Measures Bio-3 and Bio-6 from the 2004 Final EIR are deleted from the proposed project and replaced with the following measures excerpted from the Biological Opinion (USFWS 2010). For purposes of mitigation tracking, these measures can, together, be considered as a new mitigation measure "BIO-11."

- Impacts to SBKR habitat will be offset through conservation and management of approximately 188.8 acres of land along the San Jacinto River, as described in the *Reinitiated Biological Opinion for the Hemet-San Jacinto Integrated Recharge and Recovery Program, Riverside County, California* (USFWS 2010). All EMWD-owned properties within the conservation areas will be protected by a conservation easement(s) that names the Western Riverside County Regional Conservation Authority (RCA) as the beneficiary. The language in the conservation easement(s) will have the written approval of the USFWS Carlsbad Field Office prior to project implementation.
- The RCA shall serve as the reserve manager for the conservation areas and provide annual habitat management oversight on the property pursuant to Section 5.2 of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) (Dudek and Associates 2003). The RCA

shall maintain the biological values on the site, which now support alluvial scrub vegetation and associated upland habitat. The habitats on the property also support known populations of SBKR, which the RCA shall manage in accordance with the species-specific management activities detailed in Table 5-2 of the MSHCP. EMWD will provide a one-time endowment in the amount of $944,000 to the RCA, in advance of ground disturbance by the project, to fund their perpetual habitat management of the conservation areas;

- EMWD will prepare a Restoration Plan (RP) and implement the RP in areas that are heavily degraded and do not now support suitable SBKR habitat, as described in the Biological Opinion (USFWS 2010). The RP will be reviewed and approved by the USFWS Carlsbad Field Office prior to initiation of project construction.

- To maintain or improve SKBR habitat conditions, vegetation will be managed throughout the conservation areas, and SBKR abundance and distribution and vegetation characteristics will be monitored throughout the conservation areas to guide and evaluate the effectiveness of management efforts as described in the Biological Opinion (USFWS 2010).

- To encourage SBKR movement between the active floodplain and habitat outside of the flood control levee, EMWD will construct three "habitat ramps" leading from the floodplain to the top of the levee. Two of these habitat ramps will also be used for vehicle access, but all ramp surfaces will be constructed of native soil (e.g., they will not be topped with decomposed granite, gravel, or any other "all-weather" surface) to encourage use by SBKR.

- No new permanent structures will be placed in the floodplain, excepting pipelines to deliver water to the recharge basins.

- EMWD will not channelize flows from the San Jacinto River or its tributaries to protect the recharge basin berms. The basins will be constructed to withstand smaller (less than 10-year) flood events without channelization.

- Prior to commencement of clearing and/or grading for each project element in suitable habitat, the construction footprint will be flagged by a USFWS Carlsbad Field Office-approved biologist familiar with SBKR habitat requirements (SBKR biologist) to delineate the boundary of the construction footprint. The name, contact information, and qualifications of the SBKR biologist will be submitted to the USFWS Carlsbad Field Office for approval. All movement of construction contractors, including ingress and egress of equipment and personnel, as well as any staging and storage areas, will be limited to the designated construction footprint. A SBKR biologist will be on site during initial clearing activities and on at least a weekly basis during the remainder of construction activities to ensure that no impacts occur outside the construction footprint. Any material used to delineate the project boundary will be removed once construction is completed.

- To minimize incidental take of SBKR and assess impacts to SBKR within the footprint of each project element located within suitable habitat (including the 35-acre recharge basin, well sites, and pipeline alignments), SBKR will be trapped and relocated prior to ground-disturbing activities.

- To minimize and track incidental take of SBKR during routine repairs (e.g. pipeline repair) in suitable SBKR habitat outside of the flood control levee, EMWD will restore any habitat impacted by the repairs in a manner consistent with the RP and implement one of the following protocols annually:
  - EMWD will impact no more than 0.33 acre of suitable SBKR habitat annually outside the flood control levee. Impacts will be photographed and described in a report submitted to the USFWS at the end of each calendar year; or
  - EMWD will fence and implement trap and release protocol as described in the Biological Opinion (USFWS 2010). Impacts will be limited to no more than five SBKR trapped annually during routine repairs
- To limit impacts to SBKR and other species, EMWD and the SBKR biologist will ensure that any lighting used during facility construction or operation, including well sites, is directed away from Conservation Areas or any other surrounding habitat.
- To limit impacts to SBKR individuals during basin repair following floods, EMWD will evaluate the damaged area and minimize potential impacts to SBKR as described below.
  - If the damaged area has less than five percent vegetative cover due to the flood event, then the SBKR biologist will search for SBKR burrows within the area to determine if active burrows are present. If no active burrow is identified, EMWD may repair the berms without additional SBKR minimization measures within 1 month of the burrow surveys.
  - If vegetative cover exceeds five percent or active SBKR burrows are identified, the SBKR biologist will complete five nights of exclusion trapping at least 24 hours and no more than 72 hours prior to ground-disturbing activities. SBKR that are trapped will be held until construction activities are completed but no more than three weeks. SBKR procurement and holding conditions will follow the Gannon et al. (2007).
  - EMWD will provide a summary of burrow surveys or SBKR trapping to the Service prior to initiation of construction activities. A full trapping and relocation report will be provided within three months of trapping.
- To limit indirect impacts to SBKR habitat downstream of the recharge basins, EMWD will clean basins of fines regularly and specifically prior to the rainy season. All fines will be hauled off site.
- The SBKR biologist will have the authority to halt work if it is determined that the construction activities have exceeded the authorized footprint or minimization measures are not being followed.
- Best Management Practices to prevent discharge of hazardous materials associated with use and maintenance of construction equipment will be followed pursuant to the guidelines in the Riverside County Flood Control and Water Conservation District management plans.

CLOSING

With the adoption of this Addendum, the *Hemet/San Jacinto Integrated Recharge and Recovery Program Final EIR* is modified to reflect the proposed new Phase 1 recharge basins' location and SBKR mitigation as discussed above.

REFERENCES

Dudek and Associates. 2003. Final Western Riverside County Multiple Species Habitat Conservation Plan dated June 17, 2003. Prepared for County of Riverside Transportation and Land Management Agency.

Eastern Municipal Water District (EMWD). 2004. Hemet/San Jacinto Integrated Recharge and Recovery Program Final Environmental Impact Report. State Clearinghouse Number 2003121068. Cover date: July. Certified: August 4.

2007. Hemet/San Jacinto Water Management Plan Supplemental Environmental Impact Report. Cover Date: September. Certified: November 21.

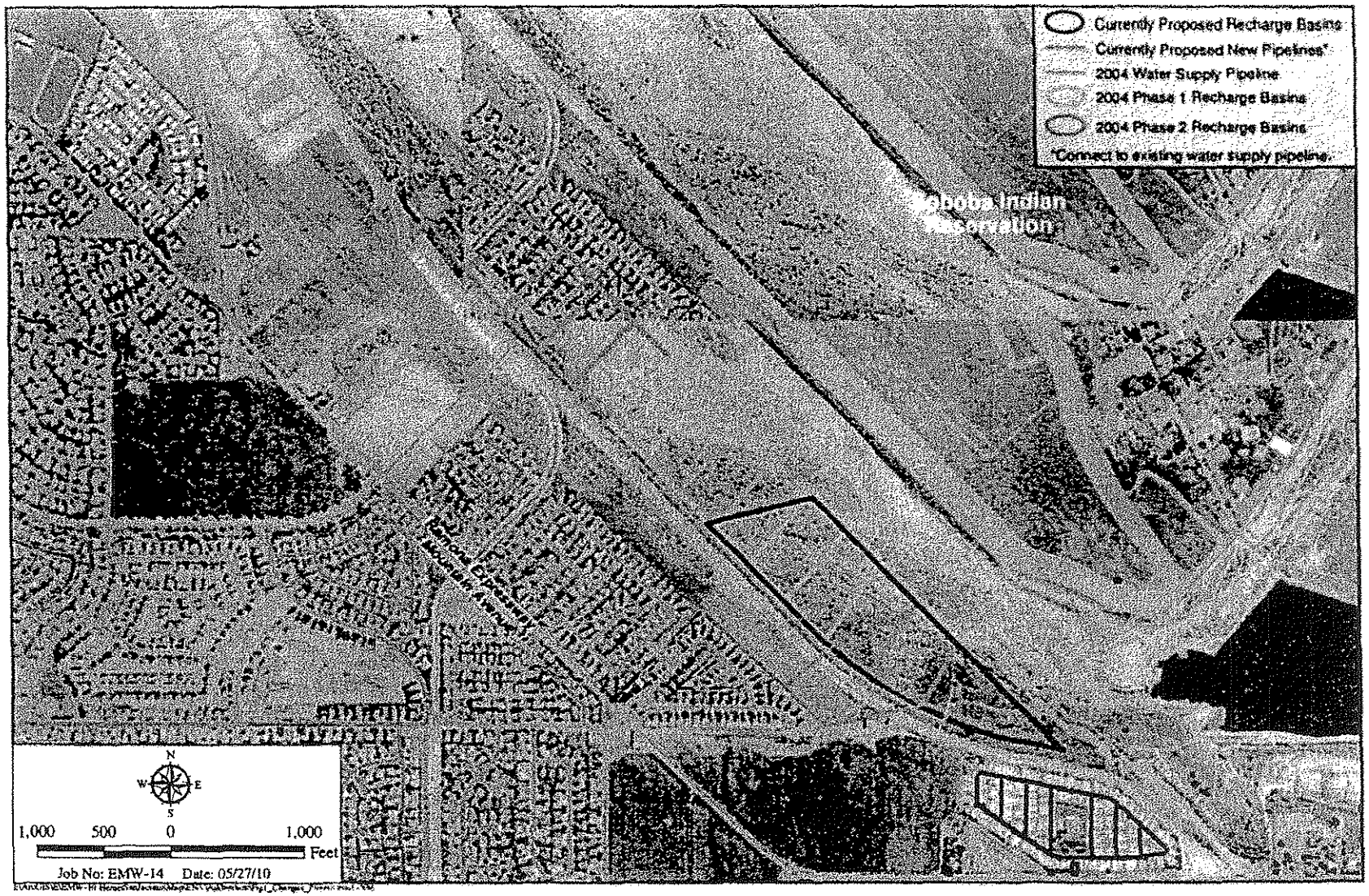
Gannon, W., R. Sikes, and the Animal Care Use Committee of the American Society of Mammologists. 2007. Guidelines of the American Society of Mammologists for Use of Wild Mammals in Research. Journal of Mammology 88: 809-823.

HELIX Environmental Planning Inc. 2006. San Bernardino kangaroo rat and Los Angeles pocket mouse presence/absence trapping studies for the San Jacinto 516-acre proposed project in Riverside County, California (APN's 430-0808-012, 430-090-013, 430-110-012/013/015, 403-120-010/010/0111/012) Submitted to USFWS June 20.

2005. Presence/absence trapping studies for the San Bernardino kangaroo rat on the Hemet/San Jacinto recharge and recovery program, San Jacinto. Prepared for Eastern Municipal Water District. Submitted to USFWS June 2.

2003. Presence/absence trapping studies for the San Bernardino kangaroo rat on the Hemet/San Jacinto recharge and recovery program, San Jacinto. Prepared for Eastern Municipal Water District. Submitted to USFWS February 5.

U.S. Fish and Wildlife Service (USFWS), Carlsbad Field Office. 2010. Reinitiated Biological Opinion for the Hemet-San Jacinto Integrated Recharge and Recovery Program, Riverside County, California. FWS-WRIV-08B0 106-10F0650.



Changes to Proposed Project

HEMET/SAN JACINTO INTEGRATED RECHARGE AND RECOVERY PROGRAM

HELIX

Figure 1

Exhibit "B"

EIR Second Addendum

Proud of our past,
Ready for our future

Eastern Municipal Water District
2270 Trumble Road • Perris, CA 92570
Tel: (951) 928-3777 • Fax: (951) 928-6177

Second Addendum to the Hemet/San Jacinto Integrated Recharge and Recovery Program Final Environmental Impact Report

SCH # 2003121068

Final EIR Certification Date:	August 4, 2004
Supplemental EIR Certification Date:	November 21, 2007
First Addendum Adoption Date:	June 23, 2010
Second Addendum Adoption Date:	November 16, 2011

This Second Addendum has been adopted by the Eastern Municipal Water District (EMWD) Board of Directors to address minor technical changes to the *Hemet/San Jacinto Integrated Recharge and Recovery Program Final Environmental Impact Report* (Final EIR) certified on August 4, 2004 and its Final EIR Addendum adopted June 23, 2010 (First Addendum).

Subsequent to certification of the Final EIR in 2004, EMWD collaborated with the U.S. Fish and Wildlife Service (USFWS) to change the proposed location of the groundwater recharge basins in order to further minimize potential effects to the federally listed San Bernardino kangaroo rat (SBKR; *Dipodomys merriami parvus*). This project change and its environmental effects were addressed in the 2010 First Addendum, which demonstrated that the proposed changes were minor and that no Subsequent or Supplemental EIR was required to address the changes[1].

Changes to the Proposed Project

In consultation with the USFWS, EMWD had agreed to shift the location of the proposed recharge basins from their originally approved location to a new location, further upstream. That change in location was addressed in the First Addendum. After EMWD agreed to the USFWS' requested basin location change, the USFWS requested another location change. More specifically, the USFWS requested that the proposed recharge basins be constructed in essentially the same location that was addressed in the 2004 Final EIR. EMWD has agreed to this change (see attached Figure 3).

This return to approximately the originally proposed location for the recharge basins is within the original study area addressed in the 2004 Final EIR, and this proposed change was developed in collaboration

[1] Although a Supplemental EIR was certified by EMWD in November, 2007, that Supplemental EIR did not address the proposed groundwater recharge basins that are the subject of this Second Addendum. Accordingly, this Second Addendum focuses on changes to the proposed project as described in the 2004 Final EIR and 2010 First Addendum.

with the USFWS and U.S. Army Corps of Engineers (Corps) during the ongoing Endangered Species Act Section 7 consultation. (Implementation of Phase 2 of the proposed project, although included in the 2004 Final EIR, is speculative and was not included in the Clean Water Act permits, the associated Endangered Species Act consultation, and/or California Fish and Game Code Section 1600 permit.) The currently proposed recharge basins would encompass approximately 35 acres, as addressed in the First Addendum and approximately 5 acres less than the 40-acre Phase 1 footprint addressed in the 2004 Final EIR.

Environmental Impacts

Environmental impacts resulting from returning the proposed groundwater recharge basins to the originally proposed location would be similar to the impacts addressed in the 2004 Final EIR. This is because the proposed location is similar to the groundwater recharge basin footprint that was addressed in that EIR

***State CEQA Guidelines* Criteria for an Addendum**

Per Section 15164(a) of the *State CEQA Guidelines*, "The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." The changes to the proposed project (and the resulting change in environmental impacts) are considered minor, and a Subsequent EIR is not necessary because:

- **No substantial changes have been proposed "due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects" (*State CEQA Guidelines*, Section 15162(a)(1)).** The proposed recharge basins location change occurs within the overall project footprint previously evaluated in the 2004 Final EIR. To the extent that potential impacts associated with the basin have changed from what was addressed in the First Addendum, it is anticipated that the currently proposed recharge basins would have less of an impact on SBKR because the currently proposed basins are in an area now considered less important for SBKR than the habitat located at the proposed site included in the First Addendum. Since the currently proposed site is essentially the same as the originally proposed site addressed in the 2004 Final EIR, the currently proposed site would have similar impacts to the recharge basin site addressed that EIR.

- **No substantial changes have occurred "with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR... due to the involvement of new significant environmental effects of a substantial increase in the severity of previously identified significant effects" (Section 15162(a)(2)).** The circumstances within which the proposed project would occur have not changed significantly. As noted previously, the proposed change in recharge basins location is in accommodation of a USFWS request and is intended to reduce, not increase, the environmental impact of the proposed project.

- **No new information of substantial importance that was previously unknown shows that "[t]he project will have one or more significant effects not discussed in the previous EIR" (Section**

15162(a)(3)(A)). No new information has come to light that would suggest that the proposed project would have previously undisclosed significant effects on the environment. It was disclosed in the 2004 Final EIR that the proposed project would have significant impacts on SBKR, and that these impacts would be mitigated through habitat conservation and enhancement. As a result of the USFWS consultation on the proposed project, the level of mitigation required for the recharge basins was increased over what was included in the 2004 Final EIR. That increase was noted in the 2010 First Addendum. The ongoing Section 7 consultation has even further increased the amount of land that would be enhanced, permanently conserved and managed to benefit SBKR. This increase in mitigation for a previously identified significant impact does not trigger a requirement for preparation of a Subsequent EIR.

- **No new information of substantial importance that was previously unknown shows that "[s]ignificant effects previously examined will be substantially more severe than shown in the previous EIR" (Section 15162(a)(3)(B)).** The proposed project will not have substantially more severe impacts than were disclosed in the 2004 Final EIR and/or First Addendum. The EIR's assessment of impacts to SBKR was based on the acreage of habitat affected, and that acreage will be lower under the proposed project as revised than was addressed in the 2004 Final EIR and identical to the acreage addressed in the First Addendum. This reflects that (A) the revised recharge basins footprint is five acres smaller (35 acres now compared to 40 acres in the 2004 Final EIR), and (B) project effects to SBKR have been reduced.
- **No new information of substantial importance that was previously unknown shows that "[m]itigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative" (Section 15162(a)(3)(C)).** In this case, additional mitigation, above and beyond what was identified in the 2004 EIR and First Addendum, has been identified by the USFWS and is being adopted by EMWD. This mitigation, summarized below, replaces and supplements the mitigation for impacts to SBKR habitat that was included in the 2004 Final EIR and First Addendum. To the extent that the shift in the proposed recharge basins location can be considered an "alternative," EMWD is adopting an alternative that would further reduce one of the significant (but mitigated) effects of the proposed project.
- **No new information of substantial importance that was previously unknown shows that "[m]itigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effect on the environment, but the project proponents decline to adopt the mitigation measure or alternative" (Section 15162(a)(3)(D)).** As noted above, additional (different) mitigation has been identified, and EMWD has agreed to this mitigation.

Revised Mitigation

Mitigation Measures Bio-3 and Bio-6 from the 2004 Final EIR are deleted from the proposed project and replaced with the following measures developed in consultation with the USFWS. For purposes of mitigation tracking, these measures can, together, be considered as a new mitigation measure "BIO-11," which replaces the "BIO-11" mitigation measure described in the First Addendum.

- Impacts to SBKR habitat will be offset through conservation and management of approximately 186 acres of land along the San Jacinto River, as described in the *Reinitiated Biological Opinion for the Hemet-San Jacinto Integrated Recharge and Recovery Program, Riverside County, California* (USFWS 2010) and approximately an additional 260 acres of EMWD and LHWD properties along the San Jacinto River. All EMWD-owned properties within the conservation areas will be protected by a conservation easement(s) that names the Western Riverside County Regional Conservation Authority (RCA) as the beneficiary. The language in the conservation easement(s) will have the written approval of the USFWS Carlsbad Field Office prior to project implementation.

- The RCA shall serve as the reserve manager for the conservation areas and provide annual habitat management oversight on the property pursuant to Section 5.2 of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) (Dudek and Associates 2003). The RCA shall maintain the biological values on the site, which now support alluvial scrub vegetation and associated upland habitat. The habitats on the property also support known populations of SBKR, which the RCA shall manage in accordance with the species-specific management activities detailed in Table 5-2 of the MSHCP. EMWD will provide a one-time endowment in the amount of approximately $1.5 million to the RCA, in advance of ground disturbance by the project, to fund their perpetual habitat management of the conservation areas;

- EMWD will prepare a Restoration Plan (RP) and implement the RP in areas that are heavily degraded and do not now support suitable SBKR habitat, as described in the Biological Opinion for the project. The RP will be reviewed and approved by the USFWS Carlsbad Field Office prior to initiation of project construction.

- To encourage SBKR movement between the active floodplain and habitat outside of the flood control levee, EMWD will construct three "habitat ramps" leading from the floodplain to the top of the levee. Two of these habitat ramps will also be used for vehicle access, but all ramp surfaces will be constructed of native soil (e.g., they will not be topped with decomposed granite, gravel, or any other "all-weather" surface) to encourage use by SBKR.

- No new permanent structures will be placed in the floodplain, excepting pipelines to deliver water to the recharge basins.

- Prior to commencement of clearing and/or grading for each project element in suitable habitat, the construction footprint will be flagged by a USFWS Carlsbad Field Office-approved biologist familiar with SBKR habitat requirements (SBKR biologist) to delineate the boundary of the construction footprint. The name, contact information, and qualifications of the SBKR biologist will be submitted to the USFWS Carlsbad Field Office for approval. All movement of construction contractors, including ingress and egress of equipment and personnel, as well as any staging and storage areas, will be limited to the designated construction footprint. A SBKR biologist will be on site during initial clearing activities and on at least a weekly basis during the remainder of construction activities to ensure that no impacts occur outside the construction footprint. Any material used to delineate the project boundary will be removed once construction is completed.

- To minimize and track incidental take of SBKR during routine repairs (e.g. pipeline repair) in suitable SBKR habitat outside of the flood control levee, EMWD will restore any habitat impacted by the repairs in a manner consistent with the RP.
- EMWD will impact no more than one acre of suitable SBKR habitat annually outside the flood control levee. Impacts will be photographed and described in a report submitted to the USFWS at the end of each calendar year.
- To limit impacts to SBKR and other species, EMWD and the SBKR biologist will ensure that any lighting used during facility construction or operation, including well sites, is directed away from Conservation Areas or any other surrounding habitat.
- To limit indirect impacts to SBKR habitat downstream of the recharge basins, EMWD will clean basins of fines regularly and specifically prior to the rainy season.
- The SBKR biologist will have the authority to halt work if it is determined that the construction activities have exceeded the authorized footprint or minimization measures are not being followed.
- Best Management Practices to prevent discharge of hazardous materials associated with use and maintenance of construction equipment will be followed pursuant to the guidelines in the Riverside County Flood Control and Water Conservation District management plans.

CLOSING

With the adoption of this Second Addendum, the *Hemet/San Jacinto Integrated Recharge and Recovery Program Final EIR* is modified to reflect the currently proposed recharge basins' location and SBKR mitigation as discussed above.

REFERENCES

Dudek and Associates. 2003. Final Western Riverside County Multiple Species Habitat Conservation Plan dated June 17, 2003. Prepared for County of Riverside Transportation and Land Management Agency.

Eastern Municipal Water District (EMWD). 2004. Hemet/San Jacinto Integrated Recharge and Recovery Program Final Environmental Impact Report. State Clearinghouse Number 2003121068. Cover date: July. Certified: August 4.

2007. Hemet/San Jacinto Water Management Plan Supplemental Environmental Impact Report. Cover Date: September. Certified: November 21.

HELIX Environmental Planning Inc. 2006. San Bernardino kangaroo rat and Los Angeles pocket mouse presence/absence trapping studies for the San Jacinto 516-acre proposed project in Riverside County, California (APN's 430-0808-012, 430-090-013, 430-110-012/013/015, 403-120-010/010/0111/012) Submitted to USFWS June 20.

2005. Presence/absence trapping studies for the San Bernardino kangaroo rat on the Hemet/San Jacinto recharge and recovery program, San Jacinto. Prepared for Eastern Municipal Water District. Submitted to USFWS June 2.

2003. Presence/absence trapping studies for the San Bernardino kangaroo rat on the Hemet/San Jacinto recharge and recovery program, San Jacinto. Prepared for Eastern Municipal Water District. Submitted to USFWS February 5.

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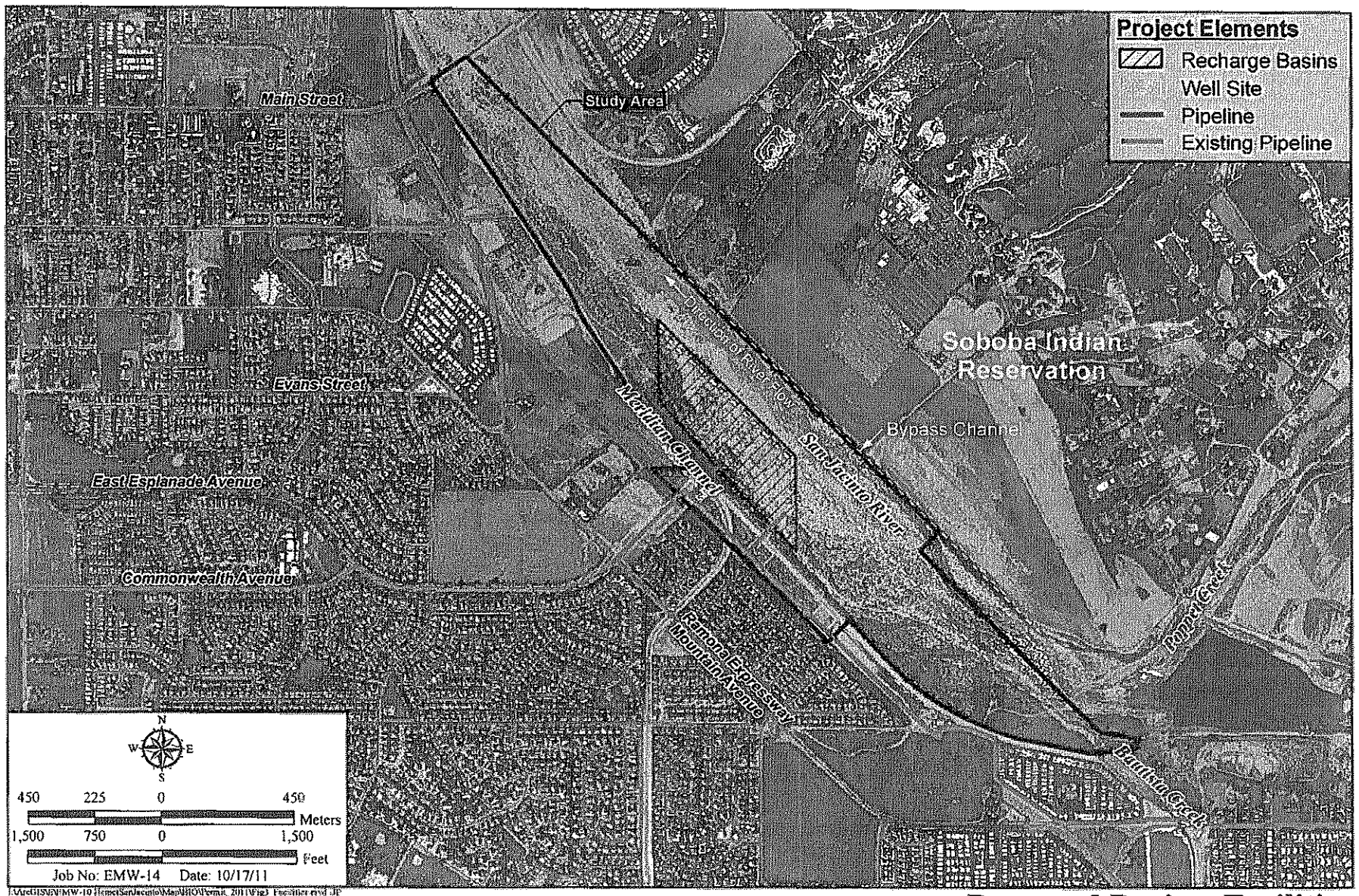

Proposed Project Facilities

HEMET/SAN JACINTO INTEGRATED RECHARGE AND RECOVERY PROGRAM

HELIX Environmental Planning

Figure 3

CEQA-7

FILED
RIVERSIDE COUNTY
NOV 17 2011
LARRY W. WARD, CLERK
By M. Meyer
Deputy

NOTICE OF DETERMINATION

To: ■ Office of Planning and Research
1400 Tenth Street
P.O. Box 3044
Sacramento, CA 95812-3044

■ County Clerk
County of Riverside
2724 Gateway Drive
P.O. Box 751
Riverside, CA 92502-0751

From: Eastern Municipal Water District
2270 Trumble Road
Post Office Box 8300
Perris, CA 92572-8300

COUNTY CLERK
Negative Declaration/Notice Determination
Filed per P.R.C. 21152
POSTED
NOV 17 2011
Removed: 12-22-11
By _____ Dept.
County of Riverside, State of California

Subject: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the Public Resources Code

Project Title: **Hemet/San Jacinto Integrated Recharge and Recovery Program Second Addendum to the Final Environmental Impact Report**

State Clearinghouse Number: 2003121068

Contact Person: Karen Hackett

Phone Number/Ext.: (951) 928-3777, Extension 4462

Project Location: The proposed project is located within or near the Cities of San Jacinto and Hemet, Riverside County, California, Township 5 South, Range 1 West, near Section 31, SBBM

Project Description: As part of the Hemet/San Jacinto Integrated Recharge and Recovery Program project, Eastern Municipal Water District (EMWD) proposes to construct groundwater recharge basins and appurtenances to allow water to infiltrate the groundwater aquifer and to provide a reliable drinking water supply through groundwater stabilization and conjunctive use within the eastern portion of EMWD's service area.

The groundwater recharge basins and appurtenances were proposed in the original Environmental Impact Report (EIR). Subsequent to certification of the Final EIR, and as a result of consultation with the U.S. Fish and Wildlife (USFWS), EMWD agreed to shift the location of the proposed recharge basins and the First Addendum was completed to address the requested basin location change.

Since completion of the First Addendum, USFWS has requested another location change of the proposed recharge basins. The USFWS has requested the proposed recharge basins be constructed in essentially the same location as was proposed in the 2004 Final EIR. The currently proposed recharge basins would encompass approximately 35 acres, as addressed in the First Addendum, and have a footprint of approximately 5 acres less than the 40-acre recharge basins footprint addressed in the 2004 Final EIR. Mitigation Measures Bio-3 and Bio-6 from the 2004 Final

EIR are deleted and replaced with a new Mitigation Measure Bio-11 which replaces the Bio-11 Mitigation Measure proposed in the First Addendum.

The shift in the proposed recharge basins location in accommodation of a USFWS request would further reduce the environmental impacts of the proposed project. Additional mitigation, above and beyond what was identified in the 2004 EIR and First Addendum, identified by the USFWS, replaces and supplements the mitigation for impacts to SKBR habitat that was included in the 2004 Final EIR and First Addendum.

The Second Addendum has been prepared in accordance with §15164 of the CEQA Guidelines. The second minor project modification will not 1) constitute a substantial change in the project as originally proposed; 2) lead to substantial changes in the circumstances under which the project will be undertaken; or 3) constitute new information of substantial importance. Accordingly, a Second Addendum was prepared as opposed to a negative declaration or subsequent environmental impact report.

This is to advise that the Eastern Municipal Water District has approved the described project on November 16, 2011 and has made the following determinations regarding the above described project:

1. The project {■ will, □will not} have a significant effect on the environment.
2. ■ Two Addendums and an Environmental Impact Report were prepared for this project pursuant to the provisions of CEQA
3. Mitigation measures {■ were, □ were not} made a condition of the approval of the project.
4. A mitigation reporting and monitoring plan {■ was, □ was not} adopted for this project.
5. A statement of Overriding Considerations {■ was, □ was not} adopted for this project.
6. Findings {■ were, □ were not} made pursuant to the provisions of CEQA.

This is to certify that the First and Second Addendums, and Final Environmental Impact Report with comments and responses, and/or record of project approval are available to the General Public at:

Eastern Municipal Water District
2270 Trumble Road
Perris, CA 92570

Date: 11/17/11

Joseph B. Lewis
Director of Engineering Services

Date Received for filing at OPR:

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME

ENVIRONMENTAL FILING FEE CASH RECEIPT

Receipt #: 201100901

State Clearinghouse # (if applicable): 2003121068

Lead Agency: EASTERN MUNICIPAL WATER DISTRICT *Date:* 11/17/2011

County Agency of Filing: Riverside *Document No:* 201100901

Project Title: HEMET/SAN JACINTO INTEGRATED RECHARGE & RECOVERY PROGRAM 2ND ADDEN

Project Applicant Name: EASTERN MUNICIPAL WATER DISTRICT *Phone Number:*

Project Applicant Address: 2270 TRUMBLE ROAD PERRIS CA 92572-8300

Project Applicant: Local Public Agency

CHECK APPLICABLE FEES:

- ☐ *Environmental Impact Report*
- ☐ *Negative Declaration*
- ☐ *Application Fee Water Diversion (State Water Resources Control Board Only)*
- ☐ *Project Subject to Certified Regulatory Programs*
- ☒ *County Administration Fee* $64.00
  - ☒ *Project that is exempt from fees (DFG No Effect Determination (Form Attached))*
  - ☐ *Project that is exempt from fees (Notice of Exemption)*

Total Received $64.00

Signature and title of person receiving payment: M. My

Notes:

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME

ENVIRONMENTAL FILING FEE CASH RECEIPT

Receipt # 200400897

Lead Agency: EASTERN MUNICIPAL WATER DISTRICT *Date:* 08/09/2004

County Agency of Filing: Riverside *Document No:* 200400897

Project Title: HEMET/SAN JACINTO INTEGRATED RECHARGE RECOVERY PROJECT

Project Applicant Name: EASTERN MUNICIPAL WATER DISTRICT *Phone Number:*

Project Applicant Address: 2270 TRUMBLE ROAD P.O. BOX 8300 PERRIS, CA 92572-8300

Project Applicant: Local Public Agency

CHECK APPLICABLE FEES:

☒ *Environmental Impact Report*	$850.00
☐ *Negative Declaration*	
☐ *Application Fee Water Diversion (State Water Resources Control Board Only)*	
☐ *Project Subject to Certified Regulatory Programs*	
☒ *County Administration Fee*	$64.00
☐ *Project that is exempt from fees (DeMinimis Exemption)*	
☐ *Project that is exempt from fees (Notice of Exemption)*	
Total Received	$914.00

Signature and title of person receiving payment: LAnderson

Notes:

CITY OF HEMET
Hemet, California

RESOLUTION BILL NO. 12-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, CALIFORNIA APPROVING THE HEMET / SAN JACINTO INTEGRATED RECHARGE AND RECOVERY PROGRAM AGREEMENT AND THE HEMET / SAN JACINTO GROUNDWATER MANAGEMENT PLAN AND APPROVING THE FORM OF THE RELATED STIPULATION FOR JUDGMENT.

WHEREAS, the City of Hemet ("Hemet") operates a water utility within the boundary of its City limits; and,

WHEREAS, water service is also provided to residents and businesses of Hemet by Eastern Municipal Water District ("EMWD") and Lake Hemet Municipal Water District ("LHMWD"); and,

WHEREAS, the water procured by the Hemet, EMWD and LHMWD to serve the residents of Hemet is drawn primarily from the Hemet and San Jacinto Basins (the "Basin); and

WHEREAS, the Hemet and San Jacinto Basins have been determined to be in a condition of historical overdraft which, if not addressed, creates an unacceptable risk of long term injury to the water resources relied upon to service the residents of the City of Hemet; and,

WHEREAS, Hemet, EMWD, LHMWD and the City of San Jacinto ("San Jacinto") (collectively "the Parties"), recognizing that overdraft is a common enemy to their water resources, have been engaged in a collaborative process since 1998 to develop a physical solution for the overdraft and a groundwater management plan to implement the physical solution; and,

WHEREAS, central to implementation of the physical solution is the creation of a water recharge facility located in the San Jacinto river into which EMWD will take delivery of imported water from Metropolitan Water District for use by the Parties, which project is known as the Hemet / San Jacinto Integrated Recharge and Recovery Program ("IRRP"); and,

WHEREAS, the Parties have prepared an Agreement committing each of the them to proportionately fund the IRRP and to participate in its operation and to mutually benefit there from; and,

WHEREAS, the Parties have prepared the form of a draft Stipulation for Judgment that the Parties intend to submit to the California courts for approval and entry and that will set forth the physical solution to the overdraft and create a Watermaster to administer the physical solution; and,

WHEREAS, the Parties have prepared a Groundwater Management Plan to assist in the implementation of the physical solution; and,

WHEREAS, Hemet now desires to participate in the physical solution to the overdraft by approving these documents as provided below.

NOW, THEREFORE, the City Council of the City of Hemet does Resolve, Determine, Find and Order as follows:

1. The City Council hereby finds that the foregoing recitals are true and correct and are adopted as findings of the Council. The City Council further finds that participation in the physical solution by approval of the foregoing documents will provide benefit to the residents of the City, as well as to the customers of the Hemet water utility, by securing a secondary source of water, by addressing the deleterious effects of the overdraft, and by regulating groundwater production and related issues within the Basin.

2. The City Council hereby approves and adopts the Hemet / San Jacinto Integrated Recharge and Recovery Program Agreement with EMWD, et al., attached hereto as Exhibit "A".

3. The City Council hereby approves and adopts the Hemet / San Jacinto Groundwater Management Plan ("GWMP"), attached by reference as Exhibit "B". A full copy of the GWMP is maintained in the City Clerk's Office.

4. The City Council hereby approves the form of the draft Stipulation For Judgment, attached hereto as Exhibit "C", which the City intends to execute in resolution of the legal action to be commenced by EMWD, and joined by the City, San Jacinto and LHMWD to establish a physical solution and Watermaster for the Hemet / San Jacinto Basin.

5. The City Council hereby authorizes the City Manger and the City Attorney to negotiate and approve minor amendments to the aforementioned documents as may be reasonably necessary to effectuate the execution of the documents by all parties and to facilitate the purpose of the GWMP, provided that such change does not impose any additional cost or liability upon the City.

6. The City Council hereby authorizes the Mayor and/or City Manger, as the case may be, to execute the aforementioned documents in their current form, or as they may be amended as provided in Section 5 above.

PASSED, APPROVED, and ADOPTED this 28th day of February, 2012.

Robert Youssef, Mayor

ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

State of California)
County of Riverside)
City of Hemet)

I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 28th day of February, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Sarah McComas, City Clerk

EXHIBIT A

Hemet / San Jacinto Integrated Recharge and Recovery
Program Agreement with EMWD

AGREEMENT REGARDING PHASE 1 FACILITIES CONSTRUCTION COST AND USE; COST AND USE OF UNUSED TRIBAL WATER

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AGREEMENT REGARDING PHASE 1 FACILITIES CONSTRUCTION COST AND USE; COST AND USE OF UNUSED TRIBAL WATER

This Agreement is entered into this _____day of _____, 2011, between the Eastern Municipal Water District ("EMWD"), the Lake Hemet Municipal Water District ("LHMWD"), the City of Hemet ("HEMET"), and the City of San Jacinto ("SAN JACINTO"), sometimes collectively referred to as the "Public Agencies" or "Agencies" or "Parties."

RECITALS

1. Within the Hemet/San Jacinto Valley, there are a series of groundwater basins, i.e., the Canyon, Intake, Upper Pressure and Hemet Subbasins, that are the subject of a groundwater management plan ("WMP") being developed by EMWD, LHMWD, the Cities of Hemet ("HEMET") and San Jacinto ("SAN JACINTO"), and a number of private pumpers (all of whom produce groundwater from one or more of these basins) to address the problem of overdraft. It is anticipated that demands of growing populations will result in increased production of groundwater by EMWD, LHMWD, and the two Cities ("Public Agencies") that will exacerbate the overdraft if not addressed.

2. The Soboba Band of Luiseño Indians ("the Tribe") has asserted a claim of senior rights to the surface flows of the San Jacinto River and to the groundwaters of the Canyon Sub-basin and Intake portion of the Upper Pressure Sub-basin. In addition, the Tribe has asserted claims for money damages against (a) the Metropolitan Water District of Southern California ("MWD") for the alleged wrongful diversion of surface and groundwaters away from the Tribe's reservation as the result of the construction of the San Jacinto tunnel portion of the

MWD Colorado River Aqueduct and (b) EMWD and LHMWD for alleged wrongful groundwater production and surface water diversions and otherwise wrongfully interfering with the Tribe's water rights.

3. The Tribe, the federal government as Trustee for the Tribe, MWD, EMWD, and LHMWD have reached agreement on a resolution of the Tribe's claims to senior water rights and for money damages in a document titled the "SOBOBA BAND OF LUISEÑO INDIANS SETTLEMENT AGREEMENT" ("Settlement Agreement"); Congress has approved the Settlement Agreement by adopting HR 4841 which has been signed by the President and has become law.

4. The WMP is intended to restore and protect the Sub-basins described above by, among other things, implementing the Settlement Agreement described in the preceding paragraph. It will be administered by a Watermaster consisting of a board composed of one (1) elected official selected by each of the Public Agencies and one (1) private pumper representative, to be appointed by the Court pursuant to a Stipulated Judgment for Adjudication of said Sub-basins which is expected to occur before the Phase 1 facilities that are the subject of this Agreement are operational. In the event that the effectiveness of the Settlement Agreement is delayed or does not become effective, it is the intent of the parties that the terms of this Agreement shall nevertheless remain in effect.

5. The Settlement Agreement provides, in part, that:

a. The Tribe shall have a quantified water right of 9,000 acre-feet per year, subject to certain restrictions;

b. A groundwater management plan ("WMP") shall be developed and implemented by EMWD and LHMWD in cooperation with other groundwater producers in the area to address the overdraft and recognize and account for the Tribe's prior water right;

c. EMWD on behalf of the WMP shall enter into a contract with MWD whereby MWD sells to EMWD an average of 7,500 acre-feet of untreated replenishment water ("Imported Water") each year to be recharged in the Intake portion of the Upper Pressure Sub-basin and/or Canyon Sub-basin so as to be available for production by the Tribe; the Contract with MWD terminates on December 31, 2035, but is subject to the requirement for good-faith negotiations regarding an extension which, when added to the original term would provide for a total term of fifty (50) years.

d. MWD will have the right to deliver this water at any time of the year which necessitates expansion of and additions to EMWD's existing facilities to the point where deliveries can be made by MWD at the rate of 42 cubic feet per second and recharge facilities can accommodate such flows and to provide pre-delivery storage of up to 40,000 acre-feet.

e. The Tribe has agreed to limit the exercise of its quantified water right to a maximum of 4,100 acre-feet per year for 50 years as provided in the Settlement Agreement, Exhibit "I," and limit the use of such water to lands within the Reservation and lands now owned or hereafter acquired by the Tribe contiguous to the Reservation or within the Basin, i.e., the Canyon Sub-Basin and Intake portion of the Upper Pressure Sub-Basin, as depicted on Exhibit "B" (Map) and described in Exhibit "C" to the said Settlement Agreement. The unused portion of the Tribe's water right will be available for use by the Public Agencies.

f. In the event that the Tribe is unable to produce up to 3,000 acre-feet per year of its water right from the Canyon Sub-basin, and the balance from the Intake Sub-basin (as

that right is limited by Exhibit "I" to the Settlement Agreement) because of a lack of water, EMWD and LHMWD shall deliver the shortfall.

g. The Federal Government will establish a Restoration Fund with two (2) appropriations totaling $10,000,000.00 to pay or reimburse costs associated with constructing, operating and maintaining the recharge facilities required to recharge the MWD water. EMWD, on behalf of the WMP, shall submit an expenditure plan for the use of said funds, and, upon approval of the plan by the Secretary of the Interior, may, on behalf of the WMP, expend or be reimbursed monies from the Restoration Fund as provided in the plan.

h. The Tribe shall be paid $7,000,000.00 by the Parties to this Agreement within one hundred twenty (120) days of the date the Settlement Agreement becomes effective. In addition, within one hundred twenty (120) days of the release of funds from the Restoration Fund to EMWD, on behalf of the WMP, the Tribe shall be paid a sum equal in amount to the funds so released.

6. The existing EMWD facilities, as expanded and increased in capacity to accommodate a flow rate of 42 cfs, and the recharge and recovery facilities to be constructed for recharge of the MWD water, are known as the "Phase 1 Facilities"; the cost of the expansions, additions and construction is currently estimated to be $21,504,000.00.

In addition to these capital costs, an additional $3,302,000.00 will be required to fund environmental related activities to obtain the Clean Water Act's Section 404 Permit from the Army Corps of Engineers, necessary to construct and operate the Phase 1 Facilities, including the recharge ponds. Specifically, $2,084,000.00 will be required to create an endowment fund to be held by the Riverside County Habitat Conservation Authority; and $1,218,000.00 to fund the

environmental mitigation costs beyond the endowment held by the Riverside County Habitat Conservation Authority.

7. For purposes of the WMP, the Public agencies have been assigned the following prorata shares of Base Production Rights (as defined herein): LHMWD - 34.2%; EMWD - 33.7%; HEMET - 19.6%; and SAN JACINTO - 12.5%. The Public Agencies have agreed that these prorata shares shall be used for the purpose of generally allocating joint financial obligations required to implement the WMP. Although these prorata shares will remain fixed, subject to a Party's right to withdraw after all financial obligations described in Exhibit "D" have been satisfied pursuant to Subparagraph I.2 below, except as noted above, it is anticipated that each Public Agency's actual production will fluctuate over time in response to needs of each Agency's system and customers as well as conditions within the Management Area. In addition, one of the methods utilized in the WMP to address the overdraft is to reduce over time, the amount of groundwater each Public Agency may pump from the Management Area free of the obligation to pay a Replenishment Assessment (as defined in the WMP). The WMP states a goal of eliminating the overdraft. The funds raised from the payment of Replenishment Assessments will be utilized by the Watermaster to purchase and recharge Supplemental Water (as defined in the WMP). Neither the fluctuation of an Agency's actual production, nor any adjustment in its right to pump free of Replenishment Assessments shall increase, decrease or otherwise alter its stated share of obligations assumed under this Agreement.

8. EMWD has offered to make its "Existing Facilities" (as defined herein) that form the base of the "Phase 1 Facilities" (as defined herein) available to the Watermaster for the purpose of implementing the WMP on a permanent basis subject to the capacity reservation for existing customers in the amount described in Subparagraph C.4.a.(1) below, and to join with the

other participating Public Agencies to share the costs of the construction of the "Additional Facilities" (as defined herein) required to provide the necessary capacities, said sharing to be based on percentage shares stated in this Agreement. The Parties understand that the Phase 1 Facilities will be needed to provide the capacity to import water required to offset current overdraft and to provide water to accommodate future growth even if the Settlement Agreement is not finalized. The Parties desire that the provisions of this Agreement relating to the financing, construction and operation of the Additional Facilities shall be unaffected by the fate of the Settlement Agreement.

9. EMWD has assumed responsibility for providing the financing for the construction of the Additional Facilities through the issuance and sale of bonds and EMWD has assumed responsibility for the construction of the Additional Facilities. In order to share in the benefits of the Additional Facilities, the other participating Public Agencies agree, subject to the terms and conditions set forth in Exhibit "D" of this Agreement, to pay to EMWD an amount equal to their respective prorata shares of the financing obligations incurred by EMWD.

10. The Parties desire that the Phase 1 Facilities, upon completion of the Additional Facilities, will be operated as a single unit and agree that it is therefore appropriate that EMWD hold title to the Phase 1 Facilities and that in consideration of the agreement by each participating Party to pay to EMWD that Party's stated share of the financial obligations assumed by EMWD, EMWD is willing to hold title to the Phase 1 Facilities in trust for the Public Agencies hereto during the term of this Agreement and to make capacity in the Phase 1 Facilities available according to the priorities established herein by the parties.

11. Each of the Participating Agencies is willing to provide its prorata share of the $7,000,000.00 payment due to the Tribe on the conditions as to the terms set forth in Exhibit "D."

12. Each of the Participating Agencies is willing to provide its prorata share of the $3,302,000.00 due to the environmental related costs on the conditions as to the terms set forth in Exhibit "D."

13. The Public Agencies hereby agree to propose to the Watermaster when the latter is appointed by the Court, that the Watermaster shall assume full responsibility for any participating Agency's payments required under Recital 9 and Recital 11 above that remain unpaid at that point; but if the Watermaster is not appointed or declines to assume such responsibility, then each Party shall continue to be responsible for its prorata share of said required payments.

14. Recital 5 above describes the provisions in the Settlement Agreement regarding the Tribe's water right and the purchase from MWD by EMWD, on behalf of the WMP, of the 7,500 afa to be made available to the Tribe. Each participating Agency is willing to assume its responsibility for the payment of its prorata share of the cost of such water purchases, either indirectly through payments by the Watermaster on its behalf, or directly by reimbursement made to EMWD.

AGREEMENT

IT IS THEREFORE AGREED,

A. RECITALS INCORPORATED

The Recitals set forth above are hereby incorporated and made a part of this Agreement.

B. DEFINITIONS

1. Additional Facilities - the additions and expansions to the Existing Facilities described on the list attached hereto and incorporated herein by reference as Exhibit "A" necessary to provide 42 cubic-feet per second delivery and recharge capacity for the Imported Water and recovery wells.

2. Base Production Right - for each of the Public Agencies, the following right based upon average production during 1995 - 1999, as adjusted: LHMWD - 34.2%; EMWD - 33.7%; HEMET - 19.6%; SAN JACINTO - 12.5%.

3. Existing Facilities - EMWD's Grant Street ponds and pipeline thereto and that portion of EMWD's raw water system that forms the base component of the Phase 1 Facilities as described on the list attached hereto and incorporated herein by reference as Exhibit "B."

4. Phase 1 Facilities - collectively, the Existing Facilities and the Additional Facilities.

5. Prorata Share - the prorata share of each Public Agency shall be its relative share of the total base production rights of the Public Agencies, expressed as a percentage as follows:

LHMWD - 34.2%;

EMWD - 33.7%;

CITY OF HEMET - 19.6%;

CITY OF SAN JACINTO - 12.5%.

6. Revised Prorata Share - a revised determination of prorata shares of participating Agencies after one or more agencies opts out at the end of the term.

7. Settlement Agreement - the Soboba Band of Luiseño Indians Settlement Agreement between the Tribe, the federal government as Trustee for the Tribe, MWD, EMWD and LHMWD.

C. CONSTRUCTION AND USE OF PHASE 1 FACILITIES

1. Role of EMWD

EMWD, on behalf of the WMP, has undertaken the financing of the construction of the Additional Facilities through the issuance and sale of bonds and will undertake the construction of the Additional Facilities. EMWD shall act as the lead agency for the purposes of completing any review of such facilities required under the California Environmental Quality Act and for obtaining and maintaining any permits or approvals required from any local state or federal governmental agencies having jurisdiction over the project and for implementing, monitoring and compliance with respect to CEQA mitigation except to the extent such duties are assumed by the Watermaster. The other Public Agencies shall satisfy any requirements imposed on them as Responsible Agencies by said Act.

2. Construction Cost Estimates

The current estimate of the cost of constructing the Additional Facilities and cost of the environmental related activities is approximately $24,806,000.00, as reflected in the budget set out in Exhibit "C."

a. To the extent federal or state grant monies are obtained to offset the construction cost of the Additional Facilities, other than monies from the federal Restoration Fund established by H.R. 4841 and Public Law 110-297, such funds will be applied to reduce the contributions required from the public agencies as provided in this Paragraph C.

b. Subject to the provisions of Subparagraphs C.2.c and C.2.d below, LHMWD, HEMET and SAN JACINTO will each provide EMWD its prorata share of the funds as set forth in Exhibit "D" required for construction of the facilities described on Exhibit "A."

c. The foregoing Subparagraph b notwithstanding, in the event that construction and the environmental related costs exceed the budget of $24,806,000.00, as set forth in Exhibit "C" (and as adjusted pursuant to Subparagraph C.2.a) by not more than Ten Percent (10%), then each party hereby agrees, without further need for approval by its Board or Council, that the Agency will pay such increase according to its prorata share of the costs in the same manner and on the same conditions and terms set forth in Exhibit "D."

d. In the event that construction costs for the Additional Facilities exceed the budget of $24,806,000.00, as set forth in Exhibit "C" (and as adjusted pursuant to Subparagraph C.2.a) by more than Ten Percent (10%), then each party shall determine whether to pay its share of the increased cost or to pay only its original prorata share. If one or more parties determine to pay only their original prorata share, then the prorata share of the other parties shall be redetermined and the parties assuming the increase in costs shall be assigned a proportionately higher percentage share of the capacity of the Phase 1 Facilities.

3. Biological Mitigation

The parties estimate the cost of providing mitigation required under Biological Opinion FWS-WRIV-08B0106-10F0045 issued on December 23, 2011 by the U.S. Fish and Wildlife Service for the permit issued by the U.S. Army Corps of Engineers for the Additional Facilities is estimated to be $3,302,000. This cost has been incorporated into the cost of the Additional Facilities and the parties have agreed to pay their pro rata share of such amount as provided in Section C.2 of this Agreement. In the event that mitigation costs exceed this

estimate in the future, due to unknown or changed circumstances, by not more than Ten Percent (10%), then each party hereby agrees, without further need for approval by its Board or Council, that the Agency will pay such increase according to its prorata share of such amount as provided in Section C.2 of this Agreement. In the event that mitigation costs exceed this estimate in the future, due to unknown or changed circumstance, by more than Ten Percent (10%), then each party shall determine whether to pay its share of the increased costs or to pay only its original share. If one or more parties determine to pay only their original prorata share, then the prorata share of the other parties shall be redetemined and the parties assuming the increase in costs shall be assigned a proportionately higher percentage share of the capacity of the Phase 1 Facilities.

4. Title to and Use of Phase 1 Facilities

EMWD shall hold title to the Phase 1 Facilities in trust, as a single unit, for the benefit of the Parties hereto for the term of this Agreement. At the termination of this Agreement, EMWD will hold title to the Phase 1 Facilities, free of said trust. During the Term of this Agreement, EMWD will make the capacity in such facilities available according to the following priorities:

a. Imported Water Conveyance

The use of the Phase 1 Facilities to import water shall be subject to the following priorities:

(1) First, for deliveries to EMWD's existing customers, up to 26 cfs;

(2) Second, for delivery of Imported Water purchased from MWD in such quantities as may, from time to time, be delivered by MWD as provided in the agreement between EMWD and MWD for purchase and delivery of such Imported Water;

(3) Third, for delivery of other water purchased by or on behalf of the Watermaster; and

(4) Fourth, for delivery of water purchased by or on behalf of any Party; provided, however, that if all such proposed purchases exceed the remaining capacity available in the facilities, the capacity shall be apportioned among the Parties seeking to use that capacity, according to their prorata base rights.

b. Recovery/Extraction Facilities

The use of the Phase 1 recovery wells shall be subject to the following priorities and obligations:

(1) Allocation

Allocation of recovery capacity shall be in the following order of priority:

(a) 7,500 afa Capacity

The first 7,500 afa shall be allocated among the Parties based on the prorata shares established in the Water Management Plan (LHMWD-34.2%; EMWD-33.7%; HEMET-19.6%; SAN JACINTO-12.5%); or, in the event that an Agency opts out at the end of the term, the adjusted prorata shares of the remaining Agency or Agencies will be determined as set forth in Subparagraph H.2 below.

(b) Excess Capacity

Recovery capacity in excess of 7,500 afa shall be available to the Parties according to their prorata shares established in Subparagraph C.4.b.(1)(a) above; any unsubscribed excess capacity will be assigned by the Watermaster based on need.

(c) Limit on Use

No Party shall be entitled to receive more than fifteen percent (15%) of that Party's entitlement to capacity in the Phase 1 wells in any one calendar month.

(d) Obligation to Use

The recharge of Imported Water will result in mounding of the recharged water centering around the recharge site. Avoidance of potential adverse impacts related to groundwater levels in the area will require the use of Phase 1 recovery wells to pump water from the immediate area. The amount of such production will vary, depending upon the amount of Imported Water that is recharged.

Pending appointment of the Watermaster by the court, EMWD shall determine the amount of production by the Phase 1 recovery wells required each year to avoid potential adverse effects of mounding; the Watermaster shall make this determination following its appointment. Once said determination has been made each year, each Party will be responsible for the costs of pumping its prorata share of said amount and for the disposition of its share of the water produced, either by use of the water by that Party or through transfer to another Party.

A Party that has met this annual obligation may use its own well(s) for production of additional amounts of groundwater, whether said additional amounts would, when combined with that Party's share of the water produced by the Phase 1 recovery wells, be within its Base Production Right or in excess thereof, and therefore subject to a replenishment assessment charge.

c. Distribution Facilities

Delivery of water produced by the Phase 1 recovery wells to each Party will be through EMWD's existing distribution system (which is not a part of the Phase 1 Facilities). Existing delivery and distribution connections between EMWD and the other Parties shall remain in place. Maintenance for each such connection shall be the responsibility of the Party maintaining same prior to the effective date of this Agreement.

d. Budgeting Costs of Use

EMWD shall submit proposed budgets with a detailed breakdown of costs to the Watermaster for each ensuing year for operational, maintenance, repair and replacement costs reflecting anticipated use of (a) the Phase 1 Facilities (adjusted for the proposed use by EMWD for its own purposes); and (b) EMWD's delivery system.

e. Invoicing by EMWD and Watermaster

EMWD shall submit invoices to the Watermaster for costs described in Subparagraphs (1) and (2) of this Subparagraph C.4.e below at such intervals as EMWD and the Watermaster shall determine are appropriate; payments will be due upon receipt of the invoice. The Parties will jointly recommend that the Watermaster thereupon invoice each Party for its prorata share of costs as follows:

(1) Import Conveyance and Recharge Facilities

The Watermaster will invoice each Party for its prorata share of operational, maintenance, repair and replacement costs based on a long-term average of 7,500 acre-feet per year, with such periodic adjustments as the Watermaster deems necessary. In the event that a Party uses excess capacity in the Phase 1 Facilities per Subparagraphs C.4.a.(4) and C.4.b.(1)(b) above, Watermaster shall invoice that Party for a charge that the Watermaster determines to be adequate to recover the operational, maintenance, repair and replacement costs

on a per-acre-foot basis. Payment shall be made directly to EMWD upon receipt of the invoice by the Watermaster.

(2) Phase 1 Recovery Facilities and EMWD's Distribution System

The Watermaster shall establish a per-acre-foot "postage stamp" rate or charge each year, based on the budget submitted by EMWD, which rate or charge shall be sufficient to cover the estimated operational, maintenance, repair and replacement costs and Watermaster shall invoice each Party based on water delivered to that Party through the Phase 1 recovery facilities and the EMWD distribution system. Payment shall be made directly to EMWD upon receipt of the invoice by the Watermaster.

EMWD shall maintain a separate account for the portions of payments received that are attributable to repair and replacement of the facilities.

5. Nonappointment of Watermaster or Failure of Settlement Agreement

The Parties acknowledge that EMWD will undertake the planning, financing, construction and operation of the Phase 1 Facilities described herein and the financing of the payments to the Tribe, if required, and the payments to MWD, if required, on behalf of the Watermaster and agree that if the Watermaster is not appointed or if the Settlement Agreement with the Tribe is not finalized, the terms of this Agreement shall nevertheless remain in effect.

D. FINANCIAL ARRANGEMENTS RE USE OF TRIBE'S UNUSED WATER

1. Settlement Payments to or for the Benefit of the Tribe

A direct payment to the Tribe under the Settlement Agreement in the amount of $7,000,000.00 is required when the Settlement Agreement becomes effective. In addition, it is agreed that the $10,000,000.00 to be contributed to EMWD by the federal

government to pay or reimburse costs associated with the constructing, operating and maintaining that portion of the Phase 1 Facilities (as defined in the WMP) necessary to accommodate deliveries of Imported Water will be used by EMWD to offset the payments to the Tribe, leaving the net payment due to the Tribe in the amount of $7,000,000.00 described above. Each other Agency agrees to provide its prorata share of the $7,000,000.00 payment due to the Tribe subject to the terms and conditions set forth in Exhibit "D."

2. Payment of Purchase Price of MWD's Imported Water

Each of the other Agencies that elects to participate shall reimburse EMWD for that Agency's prorata share of each payment made by EMWD to MWD pursuant to the contract to purchase the imported Water for the Tribe described in Recital 5.-c, which payments will be made on the basis of average deliveries of 7,500 acre-feet per year, except to the extent that such reimbursement is made on behalf of that Agency by the Watermaster.

EMWD shall first invoice the Watermaster for reimbursement of each payment to MWD and if full payment is not received within thirty (30) days of the date of mailing of the invoice, shall invoice each other participating Agency for that Agency's prorata share of the reimbursement due, less a reduction for an appropriate prorata share of any payment received by EMWD from the Watermaster. Amounts not paid within thirty (30) days of the date of mailing the invoice shall bear interest at the legal rate.

3. Use of Unused Tribal Water

As consideration for the satisfaction of the obligation set forth in the preceding Paragraphs D.1 and D.2, a participating public agency shall be entitled to its prorata share of the unused tribal water that is available for use by the public agencies as provided in

Article 4 of the Settlement Agreement, Section 5.4 of the Stipulated Judgment, and Paragraph 8.6.2 of the Water Management Plan.

E. SHARING TRIBAL WATER SHORTAGE OBLIGATIONS

It is agreed that the obligation of EMWD and LHMWD to the Tribe in the event of water supply shortage, as described in Recital 5-f, shall not be shared by the other Parties hereto, but any groundwater pumped by EMWD and/or LHMWD in fulfillment of this obligation shall not be charged against the base or adjusted production rights of either EMWD or LHMWD provided such production has been reported to the Watermaster.

F. CONDITIONS PRECEDENT

The enactment by Congress of legislation approving the Settlement Agreement and the legal effectiveness of the Settlement Agreement are each a condition precedent to the effectiveness of Paragraph D of this Agreement. If these conditions precedents are not satisfied, provisions of this Agreement regarding the financing, construction, operation and use of the Phase 1 Facilities shall nevertheless remain in effect.

G. DISPUTE RESOLUTION PROCEEDINGS

In the event of a dispute between two or more Parties hereto in connection with any obligation arising hereunder, a Party may initiate Dispute Resolution Proceedings ("DRP") by sending written Notice of Request to Initiate DRP to each other Party involved in the dispute. The General Manager or City Manager and attorney for each Party to the Dispute shall meet and confer regarding the dispute within thirty (30) days of the date of the Notice. If the dispute is not resolved, the Parties will proceed to nonbinding mediation within the next 60 days and shall use their best efforts to have it completed within 90 days thereafter. If such mediation fails to resolve the dispute within thirty (30) days after the 90-day mediation period, the Parties will

submit the dispute to binding arbitration conducted by the American Arbitration Association or agree to an equivalent organization and shall use their best efforts to have the arbitration completed within 180 days thereafter. The DRP shall be deemed terminated when the dispute has been resolved by written agreement or when a final decision is issued following binding arbitration.

H. TRANSFER OF INTEREST IN CAPACITY OR UNUSED WATER

1. Failure to Pay

If a Party fails to pay or reimburse EMWD its prorata share of amounts described in Paragraphs C.2, C.3, C.4, D.1 or D.2 above, and does not file a written request to initiate Dispute Resolution Proceedings regarding the amount of said payment as described in Paragraph F above within sixty (60) days of the date of mailing of an invoice for payment by EMWD, then on the 61st day after the date of mailing said invoice, that Party's rights to that portion of the capacity in the Phase 1 Facilities that has not been paid for or in the unused tribal water for the period for which payment is not made shall be automatically temporarily assigned to EMWD and such of the other Agencies as agree to be responsible, on a revised prorata basis, for the defaulting Agency's obligation(s), upon notice thereof by EMWD, until payment or reimbursement is made by the defaulting Agency to the appropriate parties, including interest at the legal rate. If said Party remains in default, said assignment shall become permanent on the 180th day after said written demand for payment by EMWD, unless Dispute Resolution Proceedings have been initiated.

If Dispute Resolution Proceedings are initiated, issues that are the subject of such proceedings that involve nonpayment of an obligation arising under Paragraphs C.2, C.3, C.4, D.1, or D.2 shall include temporary and/or permanent disposition of the share in the

facilities, in the operation, maintenance and replacement costs thereof and/or in the unused tribal water for which payment has not been made.

I. TERM

1. Initial Term

This Agreement shall remain in effect for the duration of the useful life of the Phase 1 Facilities, currently estimated to be thirty (30) years; said period shall be known as the "Initial Term." This Agreement shall continue in full force and effect after the Initial Term, if the Phase 1 Facilities are maintained, repaired or replaced and approved from time to time, thereby extending their useful life, until all of the Parties to this Agreement agree that the Phase 1 Facilities no longer have any useful life and that this Agreement may be terminated.

2. Withdrawal by Party

After all financial obligations described in Exhibit "D" have been satisfied, any Party to this Agreement shall have the option to withdraw. In such event, and if the term of this Agreement is extended, the remaining Parties to this Agreement shall assume all obligations of this Agreement, revised prorate shares shall be proportionately increased, for so long as the extended Agreement remains in effect.

3. Dispute Resolution

In the event that there is disagreement among the Parties to this Agreement regarding whether the useful life of the facilities has ended, such matters shall be resolved according to the Dispute Resolution Proceedings set forth in Paragraph G above.

J. MISCELLANEOUS PROVISIONS

1. Debt Limitation

The obligation of each Party to make any payments of any amounts due and payable hereunder shall be a special obligation of that Party limited solely to the revenues of that Party's water enterprise and subject to all existing restriction and debt covenants existing at the time this Agreement is entered into, the obligations which are now entered into, refunding obligations of those obligations, and parity obligations so long as that Party can demonstrate to EMWD that the ability to pay the obligation to EMWD is not impaired. Under no circumstances shall a Party be required to advance moneys derived from any other source of income other than water utility revenues, nor shall any other funds or property of a Party be liable for the payment of any amounts coming due and payable hereunder.

2. Counterparts

This Agreement may be signed in counterparts by the Parties, and those counterparts, when taken together, shall have the same force and effect as if a single, original document had been signed by all Parties.

3. Notices

All notices required by or regarding this Agreement shall be in writing and sent, first-class mail and facsimile transmission, as follows:

TO: EASTERN MUNICIPAL WATER DISTRICT
P.O. Box 8300
Perris, CA 92572-8300

ATTENTION: General Manager

COPY: GERALD D. SHOAF
REDWINE AND SHERRILL
1950 Market St.
Riverside, CA 92501

TO: LAKE HEMET MUNICIPAL WATER DISTRICT
26385 Fairview Ave.
Hemet, CA 92544

ATTENTION: General Manager

COPY: JEFF FERRE
BEST, BEST & KRIEGER
3750 University Ave.
Riverside, CA 92502

TO: CITY OF HEMET
450 E. Latham Ave.
Hemet, CA 92543

ATTENTION: City Manager

COPY: ERIC VAIL
BURKE, WILLIAMS & SORENSEN
2280 Market St., Suite 300
Riverside, CA 92501

TO: CITY OF SAN JACINTO
595 S. San Jacinto Ave.
San Jacinto, CA 92583

ATTENTION: City Manager

COPY: ROBERT W. HARGREAVES
BEST, BEST & KRIEGER
74-760 Highway 111, 200
Indian Wells, CA 92210

4. Amendments, Modifications

This Agreement may be amended or modified only by a writing signed by the Parties hereto.

EASTERN MUNICIPAL WATER DISTRICT

By _____

Its _____

LAKE HEMET MUNICIPAL WATER DISTRICT

By _____

Its _____

CITY OF HEMET

By _____

Its _____

CITY OF SAN JACINTO

By _____

Its _____

LAKE HEMET MUNICIPAL WATER DISTRICT

By _____

Its _____

+
CITY OF HEMET

By _____

Its _____

CITY OF SAN JACINTO

By _____

Its _____

Exhibit A - List of Additional Facilities

FACILITY TYPE	FACILITY	CONSTRUCTION COMPLETION
Facilities from EM-14 Turnout to Grant Avenue Recharge Ponds		
Turnout	EM-14 upgrades	2011
Booster	Warren Booster (B0010) upgrades	2012
Booster	Commonwealth Booster (B0011) upgrades	2012
Well	IRRP Well 90	2011
Well	IRRP Well 91	2011
Well	IRRP Well 92	2011
Pipeline	IRRP Well 90 blowoff pipeline from well along Villines Street to local park	2010
Pipeline	IRRP Well 91 discharge pipeline from well along Esplanade Avenue to Mountain Avenue	2012
Pipeline	IRRP Well 92 blowoff pipeline from well to connection point with existing EMWD Well 11 pipeline	2012
Pipeline	Recharge pipeline laterals (2)	2012
Recharge Ponds	Phase I Recharge Ponds (35 acrea/net 30 acres ponds)	2012
Monitoring Well	IRRP-M1 constructed at IRRP Well 91 site	2012
Monitoring Well	IRRP-M2 constructed at site for southern recharge pipeline lateral	2012
Monitoring Well	IRRP-M3 Monitoring Well (site to be determined)	2012
Maintenance Yard	Phase I IRRP maintenance yard for recharge operations (2.3 acres north of Washington Booster)	2012
Mitigation Land	USFWS Conservation Area #1: 204.2 acres EMWD property	2012
Mitigation Land	USFWS Conservation Area #2: 75.6 acres EMWD property; 24.7 acres LHMWD property	2012
Mitigation Land	USFWS Conservation Area #3: 142.7 acres EMWD property	2012

USFWS - United States Fish and Wildlife Service

Exhibit B - List of Existing Facilities

FACILITY TYPE	FACILITY	CONSTRUCTION COMPLETION
Facilities from EM-14 Turnout to Phase I HSJ IRRP Recharge Ponds		
Turnout	EM-14 Raw Water Turnout from Metropolitan Water District	1984
Booster	Warren Booster (B0010)	1986
Pipeline	Pipeline and appurtenances from Warren Booster to Corwin Booster	1985
Booster	Commonwealth Booster (B0011)	1986
Pipeline	Pipeline and appurtenances and re-construction from Commonwealth Booster to Corwin Booster (B0012)	1985/1995
Facilities from Phase I HSJ IRRP Recharge Ponds to LHMWD Flume at Marshall Street		
Booster	Corwin Booster (B0012)	1986
Pipeline	Pipeline and appurtenances from Corwin Booster to Grant Booster	1985
Recharge Ponds	Grant Avenue Recharge Ponds	1972
Booster	Grant Booster (B0013)	1996
Pipeline	Pipeline and appurtenances from Grant Booster to LHMWD Flume at Marshall Street	1995
Mitigation Land	15.63 acres EMWD property south of Grant Avenue Recharge Ponds	1996

US FWS - United States Fish and Wildlife Service

Exhibit C - Estimated Cost of Additional Facilities

Activity	Estimated Cost	SubTotals	Totals
Additional Facilities Planning Design and Construction Costs			
CEQA/NEPA/Permitting/Land Acquisition	$2,470,000		
Facilities Design	$3,054,000		
Facilities Construction	$15,980,000		
Total Estimated Additional Facilities Planning Design and Construction Cost:		**$21,504,000**	
Environmental Costs			
Endowment with Riverside County Conservation Authority, RCA	$2,084,000		
Environmental Mitigation Cost beyond RCA Endowment	$1,218,000		
Total Estimated Environmental Cost:		**$3,302,000**	
Total Estimated Additional Facilities and Environmental Costs:			***$24,806,000***
Grants			
Feasibility Study Grant (Proposition 50)	$5,000,000		
Facilities Construction Grant (DWR Proposition 13)	$200,000		
Total Grant Funds:		**$5,200,000**	
Total Estimated Net Project Cost Prior to Operation:			***$19,606,000***
Total Estimated Program Cost (without Grants)			***$24,806,000***
Total Estimated Program Cost (with Grants)			***$19,606,000***

Exhibit D - Financial Obligations

A. Construction and Environmental Activities Payments

The current estimate of the cost of constructing the Additional Facilities plus the initial environmental activities required for the project is $24,806,000. The net estimated cost of the construction and initial environmental activities less two grants for $5,200,000 is $19,606,000, as defined in Exhibit C. A final reconciliation will be undertaken by EMWD at the completion of the Construction and adjustments will be made to the Parties prorate share of the project. The Parties shall pay their respective prorate share of these costs based on the payment schedules outlined in this Exhibit.

1) EMWD will pay its prorata share of $19,606,000, as defined in Exhibit C, using bonds issued under its 2008H Certificates of Participation.
2) The City of San Jacinto will pay San Jacinto's prorata share of $19,606,000, as defined in Exhibit C, using EMWD's already issued 2008H Certificates of Participation. The debt service payments shall coincide with the semi-annual repayment schedule of the bond, and must be received by EMWD 10 days prior to the bond payment date. First payment shall include all past payments made by EMWD on behalf of the San Jacinto since January 1, 2009. The payment schedule is shown in paragraph C of Exhibit D.
3) The City of Hemet will pay Hemet's prorate share of $19,606,000, as defined in Exhibit C, using EMWD's already issued 2008H Certificates of Participation. The semi-annual payments will be of equal payments over the life of the repayment schedule. The excess funds paid above the 2008H bond debt service payments in the early years will be put in a separate interest bearing account to offset the large payments in the future. This will result in a repayment schedule that will be depleted with the last payment. The semi-

annual payments shall be based on a mutually agreed upon dates by EMWD and the City of Hemet. First payment shall include all past payments since January 1, 2009. The payment schedule based on an estimated four percent (4%) interest on the excess funds is shown in paragraph C of Exhibit D.

4) Lake Hemet will pay LHMWD's prorate share of $19,606,000, as defined in Exhibit C, using EMWD's already issued 2008H Certificates of Participation. The semi-annual payments will be of equal payments over the life of the repayment schedule. The excess funds paid above the 2008H bond debt service payments in the early years will be put in a separate interest bearing account to offset the large payments in the future. This will result in a repayment schedule that will be depleted with the last payment. The semi-annual payments shall be based on a mutually agreed upon dates by EMWD and LHMWD. First payment shall include all past payments since January 1, 2009. The payment schedule based on an estimated four percent (4%) interest on the excess funds is shown in Paragraph C of Exhibit D.

B. Settlement Payments

The net payment due to the Tribe in the amount of $7,000,000.00 described in subparagraph D.1 shall be paid by each Agency based on its prorata share of the $7,000,000.00 Settlement Payment within one hundred twenty (120) days of the date the Settlement Agreement becomes effective. The respective prorate shares and obligations are:

LHMWD (34.2%)	$2,394,000
EMWD (33.7%)	$2,359,000
CITY OF HEMET (19.6%)	$1,372,000
CITY OF SAN JACINTO (12.5%)	$ 875,000

C. Construction and Environmental Activities Payment Schedules

	Lake Hemet Municipal Water District				City of Hemet				City of San Jacinto			
Payment Date	Payments	Interest Acct. at 4.00%	Prorata Bond Payment	Account Balance	Payments	Interest Acct. at 4.00%	Prorata Bond Payment	Account Balance	Payments	Interest Acct. at 4.00%	Prorata Bond Payment	Account Balance
1/1/09	$ -	$ -	$ 114,648.05	$ -	$ -	$ -	$ 65,647.42	$ -	$ -	$ -	$ 41,866.98	$ -
7/1/09	$ -	$ -	$ 167,631.30	$ -	$ -	$ -	$ 96,069.40	$ -	$ -	$ -	$ 61,268.75	$ -
1/1/10	$ -	$ -	$ 167,631.30	$ -	$ -	$ -	$ 96,069.40	$ -	$ -	$ -	$ 61,268.75	$ -
7/1/10	$ -	$ -	$ 167,631.30	$ -	$ -	$ -	$ 96,069.40	$ -	$ -	$ -	$ 61,268.75	$ -
1/1/11	$ -	$ -	$ 167,631.30	$ -	$ -	$ -	$ 96,069.40	$ -	$ -	$ -	$ 61,268.75	$ -
7/1/11	$ -	$ -	$ 167,631.30	$ -	$ -	$ -	$ 96,069.40	$ -	$ -	$ -	$ 61,268.75	$ -
Catch Up												
1/1/12	$ 1,640,275.00	$ -	$ 1,120,335.85	$ 519,939.15	$ 940,100.00	$ -	$ 642,063.82	$ 298,036.18	$ 409,479.48	$ -	$ 409,479.48	$ -
7/1/12	$ 234,325.00	$ 5,199.39	$ 167,631.30	$ 591,832.24	$ 134,300.00	$ 2,980.36	$ 96,069.40	$ 339,247.14	$ 61,268.75	$ -	$ 61,268.75	$ -
1/1/13	$ 234,325.00	$ 11,836.64	$ 167,631.30	$ 670,362.58	$ 134,300.00	$ 6,784.94	$ 96,069.40	$ 384,262.68	$ 61,268.75	$ -	$ 61,268.75	$ -
7/1/13	$ 234,325.00	$ 13,407.25	$ 167,631.30	$ 750,463.53	$ 134,300.00	$ 7,685.25	$ 96,069.40	$ 430,178.53	$ 61,268.75	$ -	$ 61,268.75	$ -
1/1/14	$ 234,325.00	$ 15,009.27	$ 167,631.30	$ 832,166.50	$ 134,300.00	$ 8,603.57	$ 96,069.40	$ 477,012.71	$ 61,268.75	$ -	$ 61,268.75	$ -
7/1/14	$ 234,325.00	$ 16,643.33	$ 167,631.30	$ 915,503.53	$ 134,300.00	$ 9,540.25	$ 96,069.40	$ 524,783.56	$ 61,268.75	$ -	$ 61,268.75	$ -
1/1/15	$ 234,325.00	$ 18,310.07	$ 167,631.30	$ 1,000,507.30	$ 134,300.00	$ 10,495.67	$ 96,069.40	$ 573,509.83	$ 61,268.75	$ -	$ 61,268.75	$ -
7/1/15	$ 234,325.00	$ 20,010.15	$ 167,631.30	$ 1,087,211.15	$ 134,300.00	$ 11,470.20	$ 96,069.40	$ 623,210.63	$ 61,268.75	$ -	$ 61,268.75	$ -
1/1/16	$ 234,325.00	$ 21,744.22	$ 167,631.30	$ 1,175,649.07	$ 134,300.00	$ 12,464.21	$ 96,069.40	$ 673,905.44	$ 61,268.75	$ -	$ 61,268.75	$ -
7/1/16	$ 234,325.00	$ 23,512.98	$ 167,631.30	$ 1,265,855.75	$ 134,300.00	$ 13,478.11	$ 96,069.40	$ 725,614.15	$ 61,268.75	$ -	$ 61,268.75	$ -
1/1/17	$ 234,325.00	$ 25,317.12	$ 167,631.30	$ 1,357,866.57	$ 134,300.00	$ 14,512.28	$ 96,069.40	$ 778,357.03	$ 61,268.75	$ -	$ 61,268.75	$ -
7/1/17	$ 234,325.00	$ 27,157.33	$ 167,631.30	$ 1,451,717.60	$ 134,300.00	$ 15,567.14	$ 96,069.40	$ 832,154.77	$ 61,268.75	$ -	$ 61,268.75	$ -
1/1/18	$ 234,325.00	$ 29,034.35	$ 167,631.30	$ 1,547,445.65	$ 134,300.00	$ 16,643.10	$ 96,069.40	$ 887,028.47	$ 61,268.75	$ -	$ 61,268.75	$ -
7/1/18	$ 234,325.00	$ 30,948.91	$ 167,631.30	$ 1,645,088.27	$ 134,300.00	$ 17,740.57	$ 96,069.40	$ 942,999.64	$ 61,268.75	$ -	$ 61,268.75	$ -
1/1/19	$ 234,325.00	$ 32,901.77	$ 167,631.30	$ 1,744,683.73	$ 134,300.00	$ 18,859.99	$ 96,069.40	$1,000,090.23	$ 61,268.75	$ -	$ 61,268.75	$ -
7/1/19	$ 234,325.00	$ 34,893.67	$ 167,631.30	$ 1,846,271.11	$ 134,300.00	$ 20,001.80	$ 96,069.40	$1,058,322.63	$ 61,268.75	$ -	$ 61,268.75	$ -
1/1/20	$ 234,325.00	$ 36,925.42	$ 167,631.30	$ 1,949,890.23	$ 134,300.00	$ 21,166.45	$ 96,069.40	$1,117,719.69	$ 61,268.75	$ -	$ 61,268.75	$ -
7/1/20	$ 234,325.00	$ 38,997.80	$ 167,631.30	$ 2,055,581.73	$ 134,300.00	$ 22,354.39	$ 96,069.40	$1,178,304.68	$ 61,268.75	$ -	$ 61,268.75	$ -
1/1/21	$ 234,325.00	$ 41,111.63	$ 167,631.30	$ 2,163,387.07	$ 134,300.00	$ 23,566.09	$ 96,069.40	$1,240,101.37	$ 61,268.75	$ -	$ 61,268.75	$ -
7/1/21	$ 234,325.00	$ 43,267.74	$ 167,631.30	$ 2,273,348.51	$ 134,300.00	$ 24,802.03	$ 96,069.40	$1,303,134.00	$ 61,268.75	$ -	$ 61,268.75	$ -
1/1/22	$ 234,325.00	$ 45,466.97	$ 167,631.30	$ 2,385,509.18	$ 134,300.00	$ 26,062.68	$ 96,069.40	$1,367,427.28	$ 61,268.75	$ -	$ 61,268.75	$ -
7/1/22	$ 234,325.00	$ 47,710.18	$ 167,631.30	$ 2,499,913.06	$ 134,300.00	$ 27,348.55	$ 96,069.40	$1,433,006.43	$ 61,268.75	$ -	$ 61,268.75	$ -
1/1/23	$ 234,325.00	$ 49,998.26	$ 167,631.30	$ 2,616,605.02	$ 134,300.00	$ 28,660.13	$ 96,069.40	$1,499,897.16	$ 61,268.75	$ -	$ 61,268.75	$ -
7/1/23	$ 234,325.00	$ 52,332.10	$ 167,631.30	$ 2,735,630.82	$ 134,300.00	$ 29,997.94	$ 96,069.40	$1,568,125.70	$ 61,268.75	$ -	$ 61,268.75	$ -
1/1/24	$ 234,325.00	$ 54,712.62	$ 167,631.30	$ 2,857,037.14	$ 134,300.00	$ 31,362.51	$ 96,069.40	$1,637,718.81	$ 61,268.75	$ -	$ 61,268.75	$ -
7/1/24	$ 234,325.00	$ 57,140.74	$ 415,903.03	$ 2,732,599.85	$ 134,300.00	$ 32,754.38	$ 238,353.78	$1,566,419.41	$ 142,725.00	$ -	$ 152,011.34	$ (9,286.34)
1/1/25	$ 234,325.00	$ 54,652.00	$ 161,424.51	$ 2,860,152.35	$ 134,300.00	$ 31,328.39	$ 92,512.29	$1,639,535.50	$ 142,725.00	$ (185.73)	$ 59,000.19	$ 74,252.75
7/1/25	$ 234,325.00	$ 57,203.05	$ 430,764.62	$ 2,720,915.77	$ 134,300.00	$ 32,790.71	$ 246,870.95	$1,559,755.26	$ 142,725.00	$ 1,485.05	$ 157,443.21	$ 61,019.59
1/1/26	$ 234,325.00	$ 54,418.32	$ 154,691.00	$ 2,854,968.09	$ 134,300.00	$ 31,195.11	$ 88,653.32	$1,636,597.05	$ 142,725.00	$ 1,220.39	$ 56,539.11	$ 148,425.88
7/1/26	$ 234,325.00	$ 57,099.36	$ 438,156.51	$ 2,708,235.94	$ 134,300.00	$ 32,731.94	$ 251,107.24	$1,552,521.75	$ 142,725.00	$ 2,968.52	$ 160,144.92	$ 133,974.47
1/1/27	$ 234,325.00	$ 54,164.72	$ 147,604.37	$ 2,849,121.29	$ 134,300.00	$ 31,050.43	$ 84,591.98	$1,633,280.21	$ 142,725.00	$ 2,679.49	$ 53,948.96	$ 225,430.00
7/1/27	$ 234,325.00	$ 56,982.43	$ 446,631.74	$ 2,693,796.97	$ 134,300.00	$ 32,665.60	$ 255,964.39	$1,544,281.42	$ 142,725.00	$ 4,508.60	$ 163,242.60	$ 209,421.00
1/1/28	$ 234,325.00	$ 53,875.94	$ 140,128.68	$ 2,841,869.23	$ 134,300.00	$ 30,885.63	$ 80,307.67	$1,629,159.38	$ 142,725.00	$ 4,188.42	$ 51,216.62	$ 305,117.80
7/1/28	$ 234,325.00	$ 56,837.38	$ 458,548.55	$ 2,674,483.07	$ 134,300.00	$ 32,583.19	$ 262,793.90	$1,533,248.67	$ 142,725.00	$ 6,102.36	$ 167,598.15	$ 286,347.00
1/1/29	$ 234,325.00	$ 53,489.66	$ 132,168.19	$ 2,830,129.55	$ 134,300.00	$ 30,664.97	$ 75,745.51	$1,622,468.13	$ 142,725.00	$ 5,726.94	$ 48,307.09	$ 386,491.85
7/1/29	$ 234,325.00	$ 56,602.59	$ 462,319.31	$ 2,658,737.83	$ 134,300.00	$ 32,449.36	$ 264,954.93	$1,524,262.57	$ 142,725.00	$ 7,729.84	$ 168,976.36	$ 367,970.33
1/1/30	$ 234,325.00	$ 53,174.76	$ 123,914.41	$ 2,822,323.18	$ 134,300.00	$ 30,485.25	$ 71,015.27	$1,618,032.54	$ 142,725.00	$ 7,359.41	$ 45,290.35	$ 472,764.39
7/1/30	$ 234,325.00	$ 56,446.46	$ 467,712.10	$ 2,645,382.54	$ 134,300.00	$ 32,360.65	$ 268,045.53	$1,516,647.67	$ 142,725.00	$ 9,455.29	$ 170,947.40	$ 453,997.27
1/1/31	$ 234,325.00	$ 52,907.65	$ 115,319.47	$ 2,817,295.73	$ 134,300.00	$ 30,332.95	$ 66,089.52	$1,615,191.10	$ 142,725.00	$ 9,079.95	$ 42,148.93	$ 563,653.29
7/1/31	$ 234,325.00	$ 56,345.91	$ 881,203.04	$ 2,226,763.61	$ 134,300.00	$ 32,303.82	$ 505,016.94	$1,276,777.98	$ 142,725.00	$ 11,273.07	$ 322,077.13	$ 395,574.22
1/1/32	$ 234,325.00	$ 44,535.27	$ 96,172.38	$ 2,409,451.51	$ 134,300.00	$ 25,535.56	$ 55,116.33	$1,381,497.21	$ 142,725.00	$ 7,911.48	$ 35,150.72	$ 511,059.99
7/1/32	$ 234,325.00	$ 48,189.03	$ 901,798.58	$ 1,790,166.96	$ 134,300.00	$ 27,629.94	$ 516,820.24	$1,026,806.91	$ 142,725.00	$ 10,221.20	$ 329,604.74	$ 334,401.44
1/1/33	$ 234,325.00	$ 35,803.34	$ 76,031.72	$ 1,984,263.58	$ 134,300.00	$ 20,532.14	$ 43,573.73	$1,137,865.32	$ 142,725.00	$ 6,688.03	$ 27,789.37	$ 456,025.10
7/1/33	$ 234,325.00	$ 39,685.27	$ 922,597.62	$ 1,335,676.23	$ 134,300.00	$ 22,757.31	$ 528,740.16	$ 766,182.47	$ 142,725.00	$ 9,120.50	$ 337,206.73	$ 270,663.87
1/1/34	$ 234,325.00	$ 26,713.52	$ 54,867.57	$ 1,541,847.18	$ 134,300.00	$ 15,323.65	$ 31,444.57	$ 884,361.54	$ 142,725.00	$ 5,413.28	$ 20,053.94	$ 398,748.21
7/1/34	$ 234,325.00	$ 30,836.94	$ 1,125,763.86	$ 681,245.27	$ 134,300.00	$ 17,687.23	$ 645,174.61	$ 391,174.17	$ 142,725.00	$ 7,974.96	$ 411,463.40	$ 137,984.78
1/1/35	$ 234,325.00	$ 13,624.91	$ 28,095.17	$ 901,100.01	$ 134,300.00	$ 7,823.48	$ 16,101.32	$ 517,196.33	$ 142,725.00	$ 2,759.70	$ 10,268.70	$ 273,200.77
7/1/35	$ 234,325.00	$ 18,022.00	$ 1,151,901.82	$ 1,545.19	$ 134,300.00	$ 10,343.93	$ 660,154.26	$ 1,686.00	$ 142,725.00	$ 5,464.02	$ 421,016.75	$ 373.04
Totals	$ 12,653,550.00	$1,825,200.45	$14,477,205.26		$7,252,200.00	$1,046,363.86	$8,296,877.87		$5,162,604.48	$ 129,144.75	$5,291,376.19	

EXHIBIT B

The Hemet / San Jacinto Groundwater Management Plan ("GWMP") is a voluminous document and, therefore, not attached, but a full copy is maintained and can be viewed in the City Clerk's Office located at :

City of Hemet
445 E. Florida Ave.
Hemet, CA 92543

EXHIBIT C

Draft Stipulation For Judgment

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Attorneys for Plaintiff
EASTERN MUNICIPAL WATER DISTRICT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

EASTERN MUNICIPAL WATER DISTRICT, A California Municipal Water District, Plaintiff, vs. CITY OF HEMET; CITY OF SAN JACINTO; LAKE HEMET MUNICIPAL WATER DISTRICT; _____; _____; _____; and DOES 1 through 1,000, inclusive, Defendants.	CASE NO.: STIPULATED JUDGMENT

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FINDINGS

After consideration of the pleadings and the Stipulation for Entry of Judgment, the Court finds that:

1. **Complaint**. On _____, 2010, Plaintiff Eastern Municipal Water District ("Eastern") filed a Complaint against Defendants Lake Hemet Municipal Water District ("Lake Hemet"), City of Hemet ("Hemet"), City of San Jacinto ("San Jacinto"), _____, _____, _____. The Complaint requests a declaration of Plaintiff's and Defendants' individual and collective rights to Surface Water and Groundwater in the Canyon Subbasin, the San Jacinto Upper Pressure Subbasin downstream to Bridge Street, and the Hemet Basin ("Management Area") and the imposition of a Physical Solution to achieve the optimum, reasonable, beneficial use of the waters of the Management Area pursuant to section 2 of article X of the California Constitution. A map describing the boundaries of the Management Area is attached to this Judgment as Exhibit "A" and to the Complaint.

2. **Parties**.

A. **Eastern**. Eastern is a California municipal water district formed pursuant to the Municipal Water District Law, California Water Code Sections 71000-73001 (West 1966), with its principal place of business in Riverside County, California. Eastern diverts Surface Water from the San Jacinto River, and pumps Groundwater from the Management Area for use by its customers within its boundaries.

B. **Lake Hemet**. Lake Hemet is a California municipal water district formed pursuant to the Municipal Water District Law, California Water Code Sections 71000-73001 (West 1966), with its principal place of business in Riverside County, California. Lake Hemet diverts Surface Water from the Santa Jacinto River and its tributaries, and pumps Groundwater from the Management Area for use by its customers within its boundaries.

C. **Hemet**. Hemet is a California municipal corporation providing utility services pursuant to the California Constitution, article XI, section 9. Hemet pumps Groundwater from the Management Area for use by its customers within its boundaries.

D. **San Jacinto**. San Jacinto is a California municipal corporation providing utility services pursuant to the California Constitution, article XI, section 9. San Jacinto pumps Groundwater from the Management Area for use by its customers within its boundaries.

E. _____, _____, _____, _____ and _____ are Persons who own farms or other property within the Management Area, and pump Groundwater from the Management Area.

3. **Answers and Stipulation for Judgment**. On _____, 2010, Defendants filed Answers. On _____, 2010, the Parties filed a Stipulation for Entry of Judgment.

4. **Sole Producers**. Other than the Soboba Band of Luiseño Indians, and certain overlying users not Parties to this litigation, the Parties claim essentially all of the rights to produce Surface Water and Groundwater in the Management Area.

5. **Importance of Surface Water and Groundwater**. Surface water and Groundwater from the Management Area are important water supplies for agriculture, domestic and municipal use. The Parties have a mutual and collective interest in the coordinated management of such water resources to ensure that the common resource is used efficiently and reasonably, and that it is sustained and replenished.

6. **Overdraft**. It is estimated that the Overdraft of the Management Area is approximately 10,000 acre-feet per year. This estimate will be refined through further studies to be completed pursuant to the Water Management Plan, including data on the several subbasins within the Management Area. Studies confirm that in recent years the total Groundwater production from the Management Area, including pumping by those Persons not Parties to this litigation, has averaged approximately 54,800 acre-feet per year.

7. **Importance of Judgment**. The Parties have an interest in the Physical Solution imposed by this Judgment to promote the efficient and coordinated management of Surface Water and Groundwater, to avoid problems from Overdraft, to assist in protecting the rights of the Soboba Band of Luiseño Indians, to sustain and enhance water resources, and to resolve competing claims to Surface Water and Groundwater.

8. **Jurisdiction**. This Court has jurisdiction to enter this Judgment declaring and

adjudicating the rights of the Parties to the reasonable and beneficial use of Surface Water and Groundwater in the Management Area, and to impose a Physical Solution pursuant to law, including California Constitution, article X, section 2.

JUDGMENT

IT IS ORDERED, ADJUDGED AND DECREED:

1. DEFINITIONS.

1.1 Adjusted Production Right – the Base Production Right of each Public Agency, as adjusted pursuant to Sections 3.2 to 3.2.5.

1.2 Administrative Assessment – an acre-foot charge to be levied against each Public Agency for water pumped up to its Adjusted Production Right, including any unused amount of such Right that is pumped in a following year (Carry-Over Credit). Such assessments shall be used for Administrative Expenses, and for the purchase of Supplemental Water after Administrative Expenses have been paid. No Administrative Assessment shall be levied on a Party's pumping of its share of Imported, Supplemental, or Stored Water.

1.3 Administrative Expenses – Include, but are not limited to, Watermaster's expenses for office rental, personnel, supplies, office equipment, general overhead, preparing and collecting assessments, monitoring well pumping, measuring water levels, sampling and analyzing water quality, compiling and interpreting collected data, conducting special studies, litigation, and such other expenses as are reasonable and necessary for the Watermaster to carry out its duties under the Physical Solution and Water Management Plan.

1.4 Advisor. An independent engineering firm or qualified individual as provided in Section 9.6.3.

1.5 Annual Basin Yield – the quantity of Groundwater that Watermaster determines the Parties may Produce from the Management Area in a calendar year without a replenishment obligation under the Physical Solution.

1.6 Base Production Right – a water right of a Public Agency or Class B

Participant.

1.7 **Carry-Over Credit** – a Public Agency's or a Class B Participant's credit against the Replenishment Assessment in a Fiscal Year, based on the Agency's Adjusted or Base Production Right or share of Imported Water not produced in prior calendar years.

1.8 **Class A Participant** – a Private Pumper who stipulates to this Judgment and participates in the Water Management Plan as defined in Sections 4.3 to 4.3.5.

1.9 **Class B Participant** – a Private Pumper who stipulates to this Judgment and participates in the Water Management Plan as defined in Sections 4.4 to 4.4.6.

1.10 **Fiscal Year** – the period from July 1 through June 30 of the following calendar year.

1.11 **Fruitvale Documents** –

(a) **Fruitvale Judgment** – The Judgment and Decree entered in the Superior Court for the County of Riverside on June 4, 1954, in an action titled The City of San Jacinto, et al. v. Fruitvale Mutual Water Company, et al., Case No. 51-546;

(b) **Fruitvale Mutual Water Company Sale of Assets to Eastern** – That certain "Agreement for the Sale of Assets of the Fruitvale Mutual Water Company to Eastern Municipal Water District" dated September 10, 1971 ("Purchase Agreement");

(c) **Fruitvale Mutual Water Company Agency Agreements** – The Agreement Between the City of San Jacinto and Eastern Municipal Water District dated November 2, 1971, the Agreement Between Lake Hemet Municipal Water District and Eastern Municipal Water District dated June 9, 1972, and the Agreement Between the City of Hemet and Eastern Municipal Water District dated June 13, 1972, all providing for recognition of ownership of stock in Fruitvale Mutual Water Company by the Cities and by Lake Hemet, and making provision for the continued sale of water produced through the Fruitvale facilities by Eastern to the Cities and to Lake Hemet.

1.12 **Groundwater** – all water within and beneath the ground surface of the Management Area.

1.13 **Groundwater Degradation** (also "groundwater quality degradation" and

"water quality degradation," "Degradation" and "Degraded Groundwater") – Water contamination as defined in state and/or federal law, and other conditions of reduced water quality as determined by the Watermaster to be harmful or undesirable for the operation of the Management Area.

1.14 **Imported Water** – An average of 7,500 acre feet annually of water sold by The Metropolitan Water District of Southern California to Eastern pursuant to Section 4.4 of the Soboba Band of Luiseño Indians "Settlement Agreement."

1.15 **In-Lieu Water** – Groundwater that is not pumped, but which would have otherwise been pumped by the holder of an Overlying or Appropriative Right within the Management Area, by virtue of the pumper's agreement with a Agency or the Watermaster to receive and use Recycled Water or other nonpotable water in lieu of Groundwater.

1.16 **Management Area** –the Canyon Subbasin, the San Jacinto Upper Pressure Subbasin downstream to Bridge Street, and the Hemet Basin, as delineated on the map attached as Exhibit "A."

1.17 **Metropolitan** – The Metropolitan Water District of Southern California.

1.18 **Natural Recharge** – Groundwater replenishment within the Management Area occurring from precipitation on the surface, percolation from surface flows of the San Jacinto River and its tributaries, spreading or injection of such surface flows, return flows from irrigation, and subsurface inflows.

1.19 **New Pumper** – a Private Pumper who pumps for the first time after entry of Judgment herein.

1.20 **Non-Participant** – a Private Pumper who elects not to participate in the Management Plan, or to be a Party to this Judgment.

1.21 **Overdraft** – a condition whereby pumping in the Management Area exceeds the Safe Yield thereof.

1.22 **Overlying Right** – the appurtenant right of an owner of land overlying the Management Area to pump water from such land for beneficial use thereon.

1.23 **Party or Parties** – Eastern, Lake Hemet, Hemet, San Jacinto and the other Persons listed in the attached Exhibit "B."

1.24 **Person** – any individual, partnership, association, corporation, trust, government agency or other organization.

1.25 **Physical Solution** – the Court decreed method of managing the water supply of the Management Area to maximize the reasonable and beneficial use of the waters thereof pursuant to the California Constitution, article X, section 2, to eliminate Overdraft pursuant to the provisions of this Judgment, to protect the prior rights of the Soboba Tribe, and to provide for the substantial enjoyment of all water rights recognizing their priorities.

1.26 **Private Pumper** – a Person who owns land with an Overlying Right or other right in the Management Area and pumps more than 25 acre-feet per year. Private Pumper includes New Pumpers.

1.27 **Public Agency or Agencies** – Eastern, Lake Hemet, Hemet and San Jacinto.

1.28 **Recharge or Replenish** – to sink, spread or inject water directly or indirectly underground in the Management Area.

1.29 **Recharge Right** – the rights of Eastern and Lake Hemet to pump and use water previously replenished to the Management Area as provided in Section 6.7.4.

1.30 **Recycled Water** – treated wastewater which is processed and suitable for controlled use in the Management Area, including Recharge.

1.31 **Replenishment Assessment** – a charge to be levied against each Public Agency for each acre foot, or portion thereof, of Groundwater pumped in excess of the sum of its respective Adjusted Production Right, its share of Imported Water, Stored Water, Supplemental Water, and applicable Carry-Over Credits and Recharge Rights; and against each Class B Participant for pumping in excess of its 1995-99 average production, i.e., its Base Production Right. The rate of such assessments shall be determined by the Watermaster and shall be used for Replenishment Expenses.

1.32 **Replenishment Expenses** – Watermaster expenses, including, but not limited to, the acquisition of Supplemental Water supplies, development of In-Lieu Water projects, acquisition or improvement of land, and for the construction, maintenance and operation of facilities necessary to replenish Groundwater in the Management Area, or otherwise to provide water to Parties within the Management Area.

1.33 **Safe Yield** – the long term, average quantity of water supply in the Management Area that can be pumped without causing undesirable results, including the gradual reduction of natural Groundwater in storage over long-term hydrologic cycles. The initial Safe Yield of the Management Area is estimated to be approximately 45,000 acre feet per year.

1.34 **Settlement Agreement** – that Agreement titled "The Soboba Band of Luiseño Indians Settlement Agreement" among the Soboba Tribe, the United States, as Trustee for the Tribe, Eastern Municipal Water District, Lake Hemet Municipal Water District, and The Metropolitan Water District of Southern California.

1.35 **Soboba Tribe (sometimes the "Tribe")** – the Soboba Band of Luiseño Indians.

1.36 **Soboba Action** – the lawsuit entitled Soboba Band of Mission Indians, etc., v. Metropolitan, etc., et al, U.S. District Court, Central District of California, Case No. 00-84208 GAF (MANx).

1.37 **Storage Agreement** – an agreement between Watermaster and a Party to store Supplemental Water (other than a Party's share of Imported Water) by sinking, spreading, injecting or in-lieu procedures in the Management Area, and to establish a manner of accounting for the credit therefore and subsequently to recover such water, without payment of Administrative or Replenishment Assessments.

1.38 **Storage Right** – a Party's right to store and pump Supplemental Water (not required for a Party's share of Imported Water) pursuant to a Storage Agreement.

1.39 **Stored Water** – Supplemental Water (other than a Party's share of Imported Water) stored by a Party pursuant to a Storage Agreement.

1.40 **Supplemental Water** – nontributary water imported into the Management Area, including imported water (i.e., other than or in addition to Imported Water as defined in Section 1.14), Recycled Water, In-Lieu Water, and other nonpotable water.

1.41 **Surface Water** – all water tributary to the Management Area and flowing above the ground surface.

1.42 **Transfer** – a temporary or permanent conveyance, assignment, sale, contract or lease of part or all of a Party's Adjusted Production Right, Carry-over Credit, Storage Right or Recharge Right to any other Party, or a temporary assignment, contract, lease or sale of part of the Soboba Tribe's quantified water right.

1.43 **Tribal Water Rights** – the Soboba Tribe's rights to water set forth in Section 4.1 of the Settlement Agreement and Section 5 of this Stipulated Judgment.

1.44 **Tunnel** – the San Jacinto Tunnel in Riverside County, California, constructed by Metropolitan in the 1930s.

1.45 **Watermaster** – the Board with the powers and duties defined in Section 9.

1.46 **Water Management Plan** (sometimes the "Plan") – the Plan adopted by the Watermaster, as it may be modified from time to time, to implement the Physical Solution, to ensure an adequate and reliable source of future water supply for the Management Area, and to protect the prior rights of the Soboba Tribe.

2. **EXHIBITS**.

The following exhibits are attached to this Judgment and incorporated in it:

"A." Map of the Management Area and the Management Area Watershed.

"B." List of Parties to this Judgment.

"C." Description of each Public Agency's and Class B Participant's Base Production Right.

3. PUBLIC AGENCIES' WATER RIGHTS.

3.1 Base Production Right. The Public Agencies are owners of rights to pump Groundwater from the Management Area as set forth in Exhibit "C." These rights are for a calendar year and were calculated as follows:

3.1.1 The Base Production Right of Eastern is based upon its respective average pumping for calendar years 1995-1999, less an adjustment of 1800 acre-feet representing a portion of a credit which it receives from Metropolitan for seepage into Metropolitan's San Jacinto Tunnel, for Eastern's use of Fruitvale water elsewhere, and for use of Fruitvale water by Lake Hemet, San Jacinto, and Hemet. The 1995-1999 period was chosen to reflect recent production prior to the commencement of negotiations leading to this Stipulated Judgment.

3.1.2 The Base Production Right of Lake Hemet is based on its average production for calendar years 1995-1999.

3.1.3 The Base Production Right of Hemet is based on its average production for calendar years 1995-99, plus an adjustment of 900 acre feet per year representing a portion of the seepage credit referenced in Section 3.1.1.

3.1.4 The Base Production Right of San Jacinto is based upon its average Production for calendar years 1995-1999, plus 500 acre-feet per year, and plus an adjustment of 900 acre feet per year representing a portion of the seepage credit referenced in Section 3.1.1. The 500 acre-feet per year has been added because San Jacinto's recent pumping does not reflect its historic production, due to water purchases and other factors.

3.1.5 The Base Production Rights of Hemet and San Jacinto each include 900 acre-feet per year that have been added to their respective amounts of pumping for calendar years 1995-1999. These amounts have been added to provide Hemet and San Jacinto a fair share of water from, and to resolve disputes regarding, Eastern's use of tunnel seepage, Eastern's use of Fruitvale waters, and Lake Hemet's surface stream diversions. These additional amounts of 900 acre-feet per year shall be treated as the first amounts pumped by Hemet and San Jacinto, shall not be subject to reduction by the Watermaster as provided in Sections 3.2 to 3.2.2,

and shall not be subject to any Administrative or Replenishment Assessments as provided in Sections 3.3 to 3.3.2, or to any other fee or charge imposed under the Management Plan.

3.2 **Adjusted Production Rights**. It is the goal of the Physical Solution to adjust the Base Production Rights of the Public Agencies over time on a pro-rata basis to a level consistent with the Watermaster's determination of Safe Yield. The reduction will be based on periodic demand, hydrology, Recharge, and the community's ability to pay for Supplemental Water, and protection of the Tribal Water Rights. In order to implement this reduction in a phased manner, each Public Agency's Base Production Right shall be subject to adjustment as follows:

3.2.1 Subject to Section 3.1.5, a 10% reduction from each Base Production Right in the first full year after entry of this Judgment.

3.2.2 Until Adjusted Production Rights are consistent with the Public Agencies' share of Safe Yield, Watermaster shall determine the required reductions in Adjusted Production Rights in each subsequent year to achieve Safe Yield within a reasonable period of time as determined by the Watermaster, considering the extent of the Overdraft, the economic impact on the Parties bound by this Judgment, and other relevant factors. The goal is to achieve Safe Yield over a six (6) year period assuming an annual Overdraft of 10,000 acre feet. In the event the extent of the Overdraft is greater or lesser than assumed, then the period of time reasonably required to reach Safe Yield may be extended or reduced accordingly. However, in no event shall any reduction be more than 10% of the Adjusted Production Rights of the prior year.

3.2.3 A Public Agency Party may pump in excess of its Adjusted Production Right, without any additional Administrative or Replenishment Assessment, by an amount equal to its share of the 7,500 acre feet of Imported Water that is not used by the Tribe provided such water has been previously delivered and is stored or will be delivered during the current water year. The amount of the Tribe's unused portion of the 7,500 acre feet shall be determined annually by the Watermaster. Shares of unused Imported Water shall be allotted to

the Public Agency Parties in proportion to Base Production Rights, and shall be acquired and paid for pursuant to contract with Eastern.

3.2.4 A Base Production Right of a Public Agency serving the land of a Class B Participant shall be increased in an amount equal to such Participant's Base Production Right, adjusted and reduced pursuant to Sections 3.2.1 and 3.2.2, when the Participant's land is converted from agricultural use to water service from the Public Agency, pursuant to Section 4.4.3.

3.2.5 The Adjusted Production Rights of the Public Agencies may be increased by the Watermaster on a prorata basis to the extent that pumping by Class A participants, or pumping by Persons not Parties to this Judgment, may decrease, and the Watermaster finds that achieving the goal of maintaining the Management Area in a Safe Yield condition can still be met.

3.3 **Public Agency Production Assessments**. Public Agency pumping shall be subject to the following assessments:

3.3.1 An Administrative Assessment as provided in Section 1.2. The Administrative Assessment will be $50.00 per acre-foot of a Party's Adjusted Production Right pumped after entry of this Judgment. The Watermaster shall set the Administrative Assessment rate annually thereafter. The first 900 acre feet per year of Adjusted Production Right pumped by Hemet and San Jacinto shall not be subject to such assessment.

3.3.2 A Replenishment Assessment will be levied on each Public Agency as provided in Section 1.31. However, a Public Agency may pump Groundwater in excess of the sum of its Adjusted Production Right, its share of Imported Water, Supplemental Water applicable Carry-Over Credits per Section 6.9.2, Recharge Rights, and production of Stored Water, in order to meet increasing demands, provided that such excess extractions shall be subject to Replenishment Assessments.

3.4 **Surface Rights**. Eastern holds License Number 016667 from the State Water Resources Control Board to divert, spread and recover surface flows of the San Jacinto River within the Management Area. Lake Hemet holds pre-1914 appropriative rights to divert

and store surface flows in Lake Hemet, and to divert surface flows tributary to but outside of the Management Area from Strawberry Creek and from the North and South Forks of the San Jacinto River. All Parties acknowledge such Eastern and Lake Hemet rights, and the fact that they are not subject to any assessments under this Judgment; provided that any water pumped by Eastern under its License shall be included in its Adjusted Production Right.

3.5 **Fruitvale Judgment, Sale of Assets, and Agreements**. The Court hereby finds that Eastern purchased all of the water rights and assets of the Fruitvale Mutual Water Company ("Fruitvale") pursuant to the Agreement described in Section 1.11(b) hereof, and is now the owner thereof. Eastern, as the successor in interest to Fruitvale, is also a defendant in the action described in Section 1.11(a) hereof. The Court finds that the only other remaining Party in such action is the plaintiff City of San Jacinto. The Court retained continuing jurisdiction in such action, and Eastern has made annual reports pursuant to the Fruitvale Judgment. Pursuant to stipulation between Eastern and San Jacinto, and in accord with the Physical Solution and terms of this Judgment, the Court hereby finds that the rights and obligations of the Fruitvale Judgment have been subsumed in, and superseded by, this Judgment and are no longer enforceable; that the limitations upon the place and amounts of water use in the Fruitvale Judgment, the Purchase Agreement (including the provisions regarding domestic water rates within the Fruitvale Improvement District) and the Agency Agreements, all described in Sections 1.11(a), (b) and (c) are no longer applicable or enforceable; and that the continuing jurisdiction of the Court under the Fruitvale Judgment and the obligations of Eastern to report thereunder, are hereby terminated; provided, however, that any service area agreements or agreements related to mutual aid or system interties between any of the Public Agency Parties are not affected by this Judgment.

3.6 **Fruitvale Agency Rights**. The water rights of Hemet, San Jacinto and Lake Hemet under the several agreements with Eastern described in Section 1.11(c) hereof have been incorporated in their respective Base Production Rights under this Judgment.

4. PRIVATE PUMPERS' WATER RIGHTS

4.1 Recognition of Rights. The Private Pumpers are owners of Overlying or other water rights to pump from the Management Area. The Public Agencies recognize these rights, and do not intend to take or adversely impact these rights without an agreement with the owner of such rights. There is no intent to affect water use that is consistent with the historical use of the Private Pumpers.

4.2 Non-Participation. A Private Pumper can elect not to participate in the Water Management Plan and not to formally acknowledge its existence. Such Pumpers are referred to as Non-Participants. Non-Participants shall continue to exercise whatever water rights they may hold under California law unaffected by the Plan. However, the Parties do not waive their rights to challenge any new or expanded use of water or water rights. Non-Participants will not have the option of intervening as a Party under the Judgment at a later date.

4.3 Class A Participation. A Private Pumper can become a Party to the Judgment as a Class A Participant under the following terms:

4.3.1 A Class A Participant who or which approves this Physical Solution may vote for and/or be elected to serve as the Private Pumper representative on the Watermaster, but other than as set forth in Sections 4.3.4 and 4.3.5, shall not otherwise have any obligation for the implementation of the Physical Solution or the Water Management Plan.

4.3.2 A Class A Participant may, without any assessment by the Watermaster, pump from the Participant's property within the Management Area the amount of water that can be put to reasonable and beneficial use in the Participant's historic place of use or as authorized under California law.

4.3.3 A Class A Participant shall have the right to convert to Class B Participation during a grace period that shall end 3 years after the entry of this Judgment and upon payment of the total assessments, without interest, that the Class A Participant would have paid had the Class A Participant elected to be a Class B Participant from the later of the initial production of Groundwater or the entry of the Judgment herein.

4.3.4 A Class A Participant hereby authorizes the installation of water meters, and the collection and reading of Groundwater production, level and water quality data from the Class A Participant's well(s) by personnel authorized by the Watermaster. The metering, meter reading, and other related monitoring efforts shall be at no cost to the Class A Participant, and the Class A Participant shall receive copies of the reports and information obtained upon request.

4.3.5 A Class A Participant shall describe or otherwise identify the Participant's land and wells within the Management Area. The heirs, successors and assigns of such land and wells shall succeed to the benefits of the Participant's rights under the Judgment, and be bound by the obligations thereof, provided that such successor intervenes as a Party under the Judgment. Absent such intervention, the successor will be treated as a Non-Participant.

4.4 **Class B Participation**. A Private Pumper can become a Class B Participant on the following terms:

4.4.1 A Class B Participant's Base Production Right shall be equal to the Participant's average annual production during the calendar years 1995 through 1999, less any amount of water that had been used on land that was developed for non-agricultural purposes after 1999, subject to adjustments by the Watermaster pursuant to Section 4.4.1.1. Any In-Lieu Water used during said period in place of Groundwater production shall be treated as part of the Groundwater production for calculating Base Production Rights. The Class B Participant shall pay Replenishment Assessments on amounts in excess of its Base Production Right, subject to any Carry-Over Credit adjustments pursuant to Section 6.9.2, but shall not be subject to Administrative Assessments, and until transfer to a Public Agency, such Base Production Right shall not be subject to reduction to Safe Yield. In the absence of production history for the entire period (1995-99), the Watermaster, using all available information including power consumption records and records of water use by similar farming operations in the area, will estimate the average annual production for the Participant.

4.4.1.1 In the event that the land of a Class B Participant or of a Class A Participant that requests conversion to Class B Participation did not go into full

production during the period 1995-1999, or in the absence of a sufficient production history or record, the Watermaster will determine the Base Production Rights to be assigned to such Participant, using all information available to it.

4.4.1.2 Upon written request by a Class B Participant, the Watermaster shall have the authority to adjust the Class B Participant's Base Production Rights for such period, and on such terms and conditions, as the Watermaster deems appropriate under the circumstances. For example, but not by way of limitation, the Watermaster could increase the Participant's Base Production Rights on a temporary basis to permit increased Groundwater production during dry periods, or for frost protection, with or without a requirement that such increased production be offset or "repaid" by a decrease in Groundwater production during subsequent wet periods, or to account for added acreage or for a change in crops or use of the land or for a change in ownership. Where new trees were planted during the period 1995-1999, the Watermaster may calculate the Base Production Rights based on known or estimated water use at maturity of such trees.

4.4.2 The Class B Participant approves this Physical Solution and may vote for and/or be elected to serve as the Private Pumper's representative on the Watermaster.

4.4.3 Upon conversion of a Class B Participant's land from agricultural to a use that requires water service from a Public Agency, the Public Agency shall credit, to the extent legally permissible, the Class B Participant's Base Production Right, adjusted pursuant to the percentage reductions in Sections 3.2.1 and 3.2.2, against any requirement then in effect for any water supply assessment requirements, against any fees associated with water supply that the Public Agency may then have in effect. The Public Agency serving the converted land shall receive a credit added to its Base Production Right as set forth in Section 3.2.4.

4.4.4 A Class B Participant is eligible to enter into a contract with the Watermaster, or a participating Public Agency, to sell or lease for a defined period of time the unused portion of the Class B Participant's Base Production Right, under terms and conditions approved by the Watermaster. Criteria used in consideration of such contract shall include:

4.4.4.1 The Water Management Plan's need to acquire additional water supplies to address Overdraft and recovery;

4.4.4.2 Submission of a water conservation plan, including use of In-Lieu Water, by the Class B Participant that will reasonably guarantee conservation of water that would otherwise be produced from the Management Area; and the amount of conserved water transferred reflects a reduction pursuant to Sections 3.2.1 and 3.2.2.

4.4.4.3 Public policy considerations of local government jurisdictions, including economic, land use and community impacts of any proposed water conservation plan.

4.4.5 The Class B Participant hereby authorizes the installation of meters and the collection and reading of Groundwater production, water level and water quality data from the Class B Participant's well(s) by personnel authorized by the Watermaster. The metering, meter reading and other related monitoring efforts shall be at no cost to the Class B Participant, and the Class B Participant shall receive copies of the reports and information obtained upon request.

4.4.6 A Class B Participant shall describe or otherwise identify the Participant's land and wells within the Management Area. The heirs, successors and assigns of such land and wells shall succeed to the benefits of the Participant's rights under the Judgment, and be bound by the obligations thereof, provided that such successor intervenes as a Party under the Judgment. Absent such intervention, the successor will be treated as a Non-Participant. A Class B Participant may transfer Base Production Rights to new or replacement land on terms and conditions established by the Watermaster.

4.5 **<u>In-Lieu Water Use</u>.** In the event any Private Pumper receives Supplemental Water from a Public Agency to serve an historic use in place of Groundwater, or otherwise engages in an in-lieu program after entry of the Judgment herein, the Overlying Right of the Private Pumper shall not be diminished by the receipt and use of such Supplemental Water or by engaging in an in-lieu program. In the event a Class B Participant received In-Lieu Water

for use in place of Groundwater during the period 1995-99, for purposes of determining Base Production Rights, said use shall be considered as Groundwater use.

4.6 **Future Production Participation**. Any New Pumper after the entry of this Judgment may intervene in this action and Judgment only as a Class A Participant and may not thereafter convert to Class B status.

4.7 **Replacement Wells**. Re-drilling of existing wells and the drilling of new wells to replace existing wells will not be considered new production as provided in Section 4.6.

5. TRIBAL WATER RIGHTS

The Tribal Water Rights have been determined as part of a settlement among the Soboba Tribe, the United States, Eastern, Lake Hemet and Metropolitan. The settlement is reflected in a Settlement Agreement, Congressional legislation and appropriation of funds, and a Judgment in the Soboba Action. Such settlement includes the following provisions, which shall be effective only upon fulfillment of all of the conditions precedent set forth in Article 3 of the Settlement Agreement, a copy of which is attached hereto.

5.1 **Senior Right**. The Soboba Tribe shall have a prior and paramount right, superior to all others, to pump 9000 acre-feet per year (3000 acre feet from the Canyon Subbasin and the remainder from a portion of the San Jacinto Upper Pressure Subbasin referred to as the Intake Subbasin), for use on the Reservation, as defined in Article 2.20 of the Settlement Agreement, and on lands now owned or hereafter acquired by the Soboba Tribe contiguous to the Reservation or within the Canyon and Intake Subbasins; provided, however, that such use shall be limited to amounts set forth in a development schedule from 2,900 acre feet per year to 4,100 acre-feet per year for the first 50 years after the Effective Date as set forth in Exhibit "I" to the Settlement Agreement. The Tribe's right to pump applies to all Groundwater, whether replenished by Natural Recharge or by Supplemental Water. In addition, the Tribe shall have the right to purchase additional water from the Watermaster during the fifty years that its use is limited according to Exhibit "I" to the Settlement Agreement at the rate then being charged to the Public Agencies under the Water Management Plan. In the event the Soboba Tribe is unable, except for mechanical failure of its wells, pumps or water facililties, to produce from its existing

wells or equivalent replacements up to 3,000 AFA production from the Canyon Subbasin and the remainder of its Tribal Water Rights from the Intake Subbasin, Eastern and Lake Hemet shall deliver any shortage to the Soboba Tribe as provided in Section 4.1C of the Settlement Agreement. Pumping for such purpose shall not be subject to Administrative or Replenishment Assessments, and shall not be counted as part of Adjusted Production Rights.

5.2 **Metropolitan Water**. The Soboba settlement provides, among other matters, that Metropolitan will use its best efforts to deliver sufficient Imported Water to yield 7,500 acre-feet per year, based upon 15 year averages, for Recharge in the Management Area at its untreated replenishment water rate, or any successor rate of equivalent price as provided in Section 4.4A of the Settlement Agreement.

5.3 **Settlement Payment**. Subject to the Effective Date of the Settlement Agreement and funding by the United States, Eastern pursuant to the terms set forth in the Water Management Plan, will pay the Soboba Tribe $17 million dollars pursuant to Article 4.7A of the Settlement Agreement in consideration, in part, of the Tribe's agreement to limit its water use according to Exhibit "I" to the Settlement Agreement for the first 50 years after the Effective Date. Subject to contracts with Eastern, the Public Agencies shall have the right to pump and use all Imported Water not used by the Tribe, and the unused portion of the Tribal Water Rights shall be available for use by the Parties, pursuant to their rights herein.

5.4 **Capital Facilities**. Eastern on behalf of the Water Management Plan participants will receive $10 million from the United States, to be applied to the costs of constructing and operating the Phase I capital facilities necessary to import and Recharge Supplemental Water as described in the Plan.

5.5 **Public Agencies' Use of Facilities.** Additional grant funds from the State of California or the United States may also be available for such capital facilities. The rights of the Public Agencies to the use of such facilities will be affirmed by contract as set forth in Sections 9.6.4(1) and 9.6.4(3).

5.6 **Acknowledgement of Soboba Tribe Settlement**. The Parties to this Judgment hereby recognize the Tribal Water Rights, as set forth above, and the applicable

provisions of the Soboba Tribe Settlement Agreement, and acknowledge that protection of Tribal Water Rights is one of the goals of the Water Management Plan.

6. PHYSICAL SOLUTION.

6.1 Purpose and Objective. Pursuant to California water law and the California Constitution, article X, section 2, the Court adopts this Physical Solution to maximize reasonable beneficial use of Surface Water, Groundwater and Supplemental Water for water users in or dependent upon the Management Area, to eliminate Overdraft, to protect the prior rights of the Soboba Tribe, and to provide the Parties with the substantial enjoyment of their respective rights, including, the priorities thereof.

6.2 Need for Flexibility. In order to adapt to potential changes in hydrology, land use, and social and economic conditions, the Physical Solution must provide some degree of flexibility and adaptability. Accordingly, the Court retains broad jurisdiction to supplement the discretion granted to the Watermaster herein.

6.3 Rights to Groundwater. Groundwater in the Management Area may occur from: Natural Recharge; spreading operations of natural flows; Recharge with Supplemental Water acquired with assessment funds; return flows, fallowing or in-lieu recharge programs financed with assessment funds. All such Groundwater shall be available to support the pumping of the Parties as allowed herein, and shall not be the property of any individual Party. Subject to the provisions of Section 6.7.2, this Section does not preclude any Party, pursuant to a Storage Agreement, from storing Supplemental Water at its own cost, retaining title thereto, and pumping such water without assessment.

6.4 Resolution of Priorities. By reason of the long and continuous Overdraft of the Management Area, the contribution of all Parties to the Overdraft, the economies that have developed on the basis of the Overdraft, the severe economic disruption that could occur under strict priorities and the doctrines of prescription and laches, the complexity of determining appropriative priorities, and the need to make the maximum beneficial use of the water resources of the State, the Parties are estopped and barred from asserting specific priorities or preferences to the pumping of Groundwater in the Management Area, except as provided in this Judgment,

and the Court finds that the provisions of this Judgment provide for the substantial enjoyment of the respective rights of the Parties.

6.5 **Water Management Plan**. The Watermaster will approve and implement a Water Management Plan to enforce and implement the Physical Solution, and may modify such Plan as conditions require, subject to the provisions of the Settlement Agreement. The Plan will also facilitate and accommodate the settlement of the water rights of the Soboba Tribe, and shall be subject to the approval of the Soboba Tribe and the United States as trustee for the Tribe. The Parties agree that the Plan shall incorporate and serve to implement the following goals:

6.5.1 Groundwater levels within the Management Area have generally been declining for a number of years, and the Management Area is presently in a condition of Overdraft. The Watermaster shall calculate the Safe Yield of the Management Area on an annual basis, at least until the Overdraft is substantially eliminated. The Plan will, within a reasonable period, eliminate Groundwater Overdraft and provide for excess production by implementing a combination of available water resources management elements. These elements include: reduction in natural Groundwater production; enhanced Recharge with native and/or Supplemental Water; increased use of Recycled Water; in-lieu replenishment; acquisition and development of Supplemental Water; and water conservation programs.

6.5.2 The Management Area is expected to experience residential, commercial, and industrial growth and development over the next decade. The estimated amount of Supplemental Water that will be necessary to provide for and adequately serve this new growth and development is 15,000 acre feet per year. The Water Management Plan shall accommodate the orderly expansion of existing water production and service systems, and provide a clear planning process for meeting these projected growth trends.

6.5.3 The Plan should be implemented in a manner to protect and/or enhance Management Area water quality.

6.5.3.1 The Watermaster is authorized to undertake direct operations in connection with reducing, controlling or dealing with Groundwater Degradation,

including development or purchase of water supplies of any nature (local private rights, Imported Water, Recycled Water, salvaged water, and/or low quality water).

6.5.3.2 The Watermaster is also authorized to provide incentives to the Public Agencies or other Groundwater producers to encourage production of Degraded Groundwater as the Watermaster deems appropriate. For example, the Watermaster could provide that all or some portion of such production would not be charged against the producer's Base Production Rights and/or could adjust or not impose the Administrative and/or Replenishment Assessment otherwise due. The Watermaster may determine the appropriate incentives on a case-by-case basis or may establish a formula or schedule that would reflect or be based on benefits to the Management Area resulting from such production.

6.5.3.3 If implementation of certain elements of the Plan causes limited localized water quality Degradation and such Degradation impedes the then current beneficial uses of water by any Public Agency in the Management Area, the Watermaster shall implement appropriate mitigation measures to ensure the water supply to the affected Public Agency, and shall bear the associated cost.

6.5.3.4 The standards for local water quality Degradation shall be defined by the Watermaster, and such definitions may be amended from time to time.

6.5.4 The Water Management Plan should serve to support the pursuit of cost-effective water supply and water treatment by the Public Agencies, both individually and collectively.

6.5.5 The Water Management Plan should serve to protect Tribal Water Rights.

6.5.6 The Watermaster shall implement a monitoring program to ensure that Plan activities follow best management and engineering principles to protect Management Area water resources, and to compile and analyze data on Groundwater production, water levels, water quality and Groundwater in storage.

6.6 **<u>Replenishment Program</u>**. The Groundwater replenishment program shall be administered by the Watermaster. The program shall include: the acquisition of Supplemental

Water; the collection and expenditure of Replenishment Assessments; the Recharge of the Management Area; and the construction and operation of all necessary facilities, including but not limited to, development of surface and subsurface percolation and injection facilities. In addition, a source of Recharge Water for agencies contributing to the Settlement Payment described in Section 5.3 will be Imported Water provided by Metropolitan under the Settlement Agreement, and not used by the Soboba Tribe.

6.6.1 Priority for replenishment will be based on an equitable apportionment of available replenishment water among the subbasins after full consideration of:

6.6.1.1 The Public Agency's participation in the payment in the Settlement Payment described in Section 5.3.

6.6.1.2 Hydrologic conditions in the Management Area.

6.6.1.3 The Management Area's Water demands.

6.6.1.4 The availability of storage capacity to accommodate the Natural Recharge of surface flows.

6.6.1.5 The availability of appropriate conveyance facilities.

6.6.1.6 The availability of Supplemental Water,

6.6.1.7 Protection of Tribal Water Rights.

6.6.2 The Watermaster is encouraged to take advantage of surplus Imported Water from Metropolitan that occasionally may be available at low cost, and to use available assessment funds to bank such Recharge Water against future production in excess of Adjusted Production Rights.

6.6.3 The Public Agencies shall independently or jointly operate their present facilities to maximize the existing spreading and Recharge operations of natural flow in the Management Area. Such Recharge Water shall be available to support the pumping of all users, and shall not be the property of the spreading Public Agency.

6.6.4 All water used to replenish any subbasin in the Management Area shall meet the Regional Water Quality Control Board, Santa Ana Region requirements, and the

provisions of Article 4.2 of the Settlement Agreement, and may be used in any subbasin where such requirements are met.

6.7 **Storage Rights**. Unused storage capacity may exist in the Management Area, and this capacity will be managed by the Watermaster conjunctively with natural and available Supplemental Water supplies.

6.7.1 Subject to availability of assessment funds and unused storage capacity as determined by Watermaster, the Management Area may be Recharged when water is available, to be drawn upon by the Public Agencies in later years when such Supplemental Water may not be available.

6.7.2 Unused storage capacity, as determined by Watermaster, and pursuant to a Storage Agreement, may be used for "put and take" operations with Supplemental Water that is paid for by any Public Agency provided that:

6.7.2.1 Such operations do not interfere with the rights of any other pumper, or with the use of the storage capacity for Recharge and storage under the Water Management Plan.

6.7.2.2 The Watermaster shall have the first right to purchase any water available for Recharge for use under the Plan.

6.7.2.3 Later recovery of Stored Water shall exclude losses, and shall not be subject to either Administrative or Replenishment Assessments.

6.7.2.4 Such recovered water may be used anywhere within the service area of the Party.

6.7.2.5 Such Stored Water may be transferred while still in storage.

6.7.3 Any conjunctive use programs within the Management Area for the benefit of territory outside of the Management Area shall be subject to the Watermaster's approval and the governance provisions herein. Any storage, conjunctive use programs by third Parties, or in-lieu recharge programs financed with assessment funds, shall be subject to the Watermaster's approval and the governance provisions herein; provided that Metropolitan has

the right under the Soboba Settlement Agreement to use up to 40,000 acre-feet of storage capacity in the San Jacinto Upper Pressure Subbasin for the pre-delivery of water required under Section 5.2.

6.7.4 Eastern and Lake Hemet have previously provided water for replenishment of the Management Area. As of May 1, 2005 these amounts, less losses, were 12,694 acre-feet for Eastern and 950 acre-feet for Lake Hemet Such Parties shall have Recharge Rights to recover these amounts, less any future losses, without either Administrative or Replenishment Assessments, and may use such Rights to offset excess pumping in lieu of Replenishment Assessments. The water available under such Recharge Rights shall be pumped within 15 years of the entry of this Judgment, but not more than 2000 acre-feet in a single year. The Public Agencies shall notify the Watermaster when such Recharged Water is being pumped, and in what amounts, and the Watermaster shall keep an accounting of the amounts remaining. The use of such credits shall be interpreted and administered so as not to increase the replenishment obligations or assessments of those Parties without such past credits, or after such credits have been fully used.

6.7.5 The accounting for recovery of Stored Water or Recharge Water from the Management Area shall not include any water that escapes therefrom and migrates downstream beyond the Management Area. Losses will be calculated based upon best engineering principles.

6.8 **Recycled Water**. The use of Recycled Water produced by Eastern can be of substantial benefit in providing additional water in the Management Area. The Watermaster shall have a right of first refusal to purchase all Recycled Water produced from treatment facilities serving the Management Area that is not subject to then existing contracts. Such Recycled Water may be used for Recharge or direct use within the Management Area.

6.8.1 Each Public Agency may implement its own Recycled Water program, for direct use, subject to the availability of Recycled Water. The Public Agency shall be responsible for financing, operating and maintaining the facilities necessary for that program. The Watermaster will support loan or grant applications, and the Public Agencies will work to

integrate Recycled Water into the Water Management Plan, to the extent economically feasible while meeting regulatory standards.

6.8.2 Currently only Eastern has Recycled Water available for Recharge. To the extent such Recycled Water is not acquired by the Watermaster for use under the Plan, any such water recharged in the Management Area shall remain the property of Eastern and may be pumped (less losses) without Replenishment Assessments.

6.9 **Assessment Program**. The Assessment Program contemplated by the Water Management Plan and consisting of Administrative Assessments and Replenishment Assessments as described in Sections 1.2, 1.30, and 3.3, respectively, shall be administered by Eastern pursuant to a contract with the Watermaster pursuant to the provisions of Section 9.6.4(5).

6.9.1 All Assessments shall be used for Replenishment Expenses and Administrative Expenses.

6.9.2 Subject to the limitations in this Judgment, each Public Agency that produces less than its Adjusted Production Right and share of Imported Water, and any Class B Participant producing less than its Base Production Right, shall have the following Carry-Over Credit:

6.9.2.1 Carry-Over Credit shall be the difference in acre-feet between a Public Agency's Adjusted Production Right and share of Imported Water and Supplemental Water, and the Public Agency's actual production in a calendar year, or the Class B Participant's Base Production Right and the Class B Participant's actual production in a calendar year.

6.9.2.2 The Carry-Over Credit may be applied to reduce the amount of acre feet upon which a Public Agency or Class B Participant must pay a Replenishment Assessment either for the previous year or in any subsequent year. Carry-Over Credits are transferable among the Public Agencies and Class B Participants (i.e., by a Public Agency to another Public Agency or to a Class B Participant, or by a Class B Participant to a Public Agency or the Watermaster) and may be retained for more than one calendar year. The

Public Agencies and/or Class B Participants shall notify the Watermaster if a Carry-Over Credit is being retained. The Public Agencies and Class B Participants shall notify the Watermaster if a Carry-Over Credit is being transferred and shall provide information requested by the Watermaster regarding the transfer.

6.9.2.3 The Watermaster shall keep an accounting of all Carry-Over Credits.

6.9.3 All Watermaster assessment invoices shall be payable to Watermaster within 60 days of notice. Any delinquent assessments shall bear interest at a rate to be set by the Watermaster. Watermaster is entitled to recover its reasonable expenses in collecting any assessment, including attorney's fees and costs.

6.9.4 The Watermaster is authorized to adjust assessments, where deemed appropriate, to provide incentives for production of Degraded Groundwater as described in Section 6.5.3.

6.10 **Export**. The Public Agencies may export water outside the Management Area, on a temporary basis, upon approval by the Watermaster. However, any water exported shall be replenished with an appropriate amount of similar or better quality water as determined by Watermaster. Water exports by the Public Agencies shall not interfere with the Water Management Plan or any other Public Agency's operations. The Water Management Plan will set forth the specific criteria for the export of water, including, but not limited to, conjunctive use programs.

6.11 **Capital Facilities**. Each Public Agency shall continue to own its existing capital facilities for water supply and management, subject to the provisions of Section 9.6.6. However, the Phase I capital facilities necessary to implement the Water Management Plan shall be owned and operated by Eastern, pursuant to the Plan and in a fiduciary capacity for the benefit of all Parties under this Judgment, pursuant to Sections 5.4; 9.6.4(1); 9.6.4(3).

6.11.1 Financing of Water Management Plan facilities may be funded by assessments, regional capital fees, loans and grants, contributions for Storage Rights by Metropolitan or other third-parties, and municipal bonds. Responsibility for the costs of future

capital facilities necessary to implement the Plan, beyond the Phase I facilities, shall be determined by the Watermaster and apportioned based on relative benefit to be derived by each Public Agency.

6.11.2 Any of the participating Public Agencies may propose projects to be included in the Water Management Plan to increase the Management Area water supply. Such proposals, after evaluation by the Watermaster, shall be included or rejected. If the Watermaster chooses to reject the proposal, the proposing Public Agency may implement the rejected project at its own cost so long as it does not significantly impact the implementation of the Management Plan and/or interfere with the ongoing production by the Public Agencies.

7. INJUNCTION.

Each Party and his, her or its officers, agents, employees, successors and assigns, is enjoined and restrained from:

7.1 Producing water from the Management Area without payment of required Administrative Assessments.

7.2 Producing water from the Management Area in excess of the Party's Adjusted Production Right and share of Imported Water, or the Base Production Right in the case of a Class B Participant, without payment of required Replenishment Assessments.

7.3 Transferring Production Rights except as authorized in this Judgment.

7.4 Recharging water in the Management Area except as authorized in this Judgment.

7.5 Storing or exporting water except as authorized in this Judgment.

8. CONTINUING JURISDICTION.

8.1 Full Jurisdiction. Full jurisdiction, power and authority is reserved to the Court as to all matters contained in this Judgment, including expedited intervention by successors in interest to Private Pumpers, except:

8.1.1 To redetermine Base Production Rights of the Public Agencies or Class B Participants.

8.1.2 As otherwise limited by law.

8.2 **Motion to Interpret**. By motion to the Court, upon 30 days written notice and after hearing, any Party or Watermaster may request the Court to make such further or supplemental orders to interpret, enforce, carry-out or amend this Judgment. Any such motion shall be reviewed de novo by the Court. Any such motion shall be served on all Parties and Watermaster at the addresses on the Watermaster's notice list.

9. WATERMASTER.

9.1 **Composition**. The Watermaster shall consist of a board composed of one elected official selected by each of the Public Agencies and one Private Pumper representative selected by the Class A and Class B Private Pumpers.

9.2 **Terms**. Each member of the Watermaster shall serve until replaced by the Public Agency or Private Pumpers that made the original appointment.

9.3 **Removal and Replacement**. Any Watermaster member may be removed and replaced by the same procedure used in his or her appointment.

9.4 **Voting**. Each member of the Watermaster shall have one vote. Four affirmative votes shall be required in order to constitute Watermaster action on each of the following matters. (1) any change sought in the form of governance; (2) any change in voting requirements; (3) retaining the services of legal counsel and Advisor; (4) establishing, levying, increasing or decreasing all assessment amounts; (5) adopting or amending an annual budget; (6) determining the extent of Overdraft and quantifying Safe Yield; (7) determining Adjusted Production Rights; (8) decisions regarding the financing of Supplemental Water or facilities, other than any financing provisions included in this Stipulated Judgment as provided in Sections 5.3, 5.4, 5.5 hereof; (9) decisions regarding ownership of facilities, other than ownership of the Phase I facilities described in the Water Management Plan, which shall be owned by Eastern Municipal Water District, subject to a right of use by those Parties participating in the financing thereof; (10) policies for the management of the Management Area; (11) and any decision that involves a substantial commitment by the Watermaster, including any contracts for conserved water. All other actions by the Watermaster shall require three affirmative votes.

9.5 **Court Review**. Any action by the Watermaster, or any failure to act by virtue of insufficient votes, may be reviewed by the Court on motion by any Party, with notice to all other Parties. The Court's review shall be de novo, and the Court's decision shall constitute action by the Watermaster.

9.6 **Powers and Duties**. In order to implement the provisions of this Judgment, the Watermaster shall have the following duties and powers:

9.6.1 **Water Management Plan**. Watermaster shall develop and implement a Water Management Plan, with such additions and modifications as may from time to time be appropriate, and shall administer the provisions of this Judgment. The Water Management Plan shall be subject to approval by the Court, by the Soboba Tribe, and by the United States.

9.6.2 **Independent Counsel**. The Watermaster shall retain independent legal counsel to provide such legal services as the Watermaster may direct.

9.6.3 **Advisor**. The Watermaster shall retain either an independent engineering firm or qualified individual experienced in hydrology to evaluate and analyze the data collected by Eastern, and any conclusions based thereon, and to make recommendations to the Watermaster, referred to herein as "Advisor." The Advisor shall also provide general coordination among Eastern, the Technical Advisory Committee and the Watermaster with respect to their respective functions, and perform such executive functions as the Watermaster may direct. The Watermaster reserves the right to refer any matter it may choose to any Person it may select for assistance in carrying out its duties under this Judgment.

9.6.4 **Operations and Other Functions.**

9.6.4.1 **Operations – Phase I Facilities**. The Phase I Facilities (including capital facilities and spreading basins, as more particularly defined in the Water Management Plan) are either existing facilities of Eastern that will be expanded or improved as part of the Water Management Plan, or are new facilities that will be integrated into Eastern's existing facilities and will be owned by Eastern. Pursuant to the terms and conditions of contracts to be entered into between Eastern and the Watermaster, and Eastern and the other

Public Agencies, Eastern shall construct, install, and operate the Phase I Facilities consistent with the Water Management Plan.

9.6.4.2 Operations – Other Facilities. The Water Management Plan anticipates the need for the construction and installation of other facilities in order to accomplish the goals of the Judgment. Such facilities may be constructed, installed and operated under contract with the Watermaster, by a member of the Watermaster or, in circumstances approved by the Watermaster, by other responsible entities.

9.6.4.3 Purchase of Water for Groundwater Recharge. The Soboba settlement requires Metropolitan to use its best efforts to deliver an average of 7500 acre-feet per year of Imported Water for Recharge of the Management Area. This supply is dedicated first to satisfy the rights of the Soboba Tribe as provided in the Settlement Agreement. Such portion of the supply that is not used by the Soboba Tribe will be available to those Parties who have participated in the cost thereof. Subject to the approval of the Watermaster, Eastern shall enter into a contract with Metropolitan for the purchase and delivery of such Imported Water supply. Eastern shall also purchase as a member agency of Metropolitan, or otherwise acquire, such additional supplies of water as may be directed by the Watermaster to implement the Water Management Plan, subject to availability and transmission capacity. All such water delivered by Metropolitan, or otherwise acquired by Eastern, and all Eastern facilities used to deliver, recharge and recapture such water, shall be subject to rights of use by the Parties entitled thereto. Such rights of use shall be confirmed in detail in written contracts with Eastern. Recycled water is also available for direct and indirect Groundwater Recharge from Eastern's wastewater treatment facilities serving the Management Area. The Watermaster shall have a right of first refusal to purchase all Recycled Water produced from such plants that is not subject to then existing contracts. The Watermaster is authorized to use its funds, or funds provided by the Parties, to purchase Imported Water, Supplemental Water, or other water.

9.6.4.4 Data Collection. The Watermaster shall provide for the collection and maintenance of all production, water level, water quality, and other technical data necessary under or required by the Water Management Plan ("Data"). Pursuant to the terms and

conditions of a contract to be entered into between Eastern and the Watermaster, Eastern shall collect and maintain all such Data and transmit such Data to the Watermaster, its Advisor, and the Technical Advisory Committee as directed by the Watermaster. The foregoing clause does not restrict the ability of the Watermaster to enter into other agreements with other members of the Watermaster and/or private firms and individuals for the collection of Data.

9.6.4.5 **Accounting**. The Watermaster shall provide for the levy, billing, and collection of all assessments provided for under the Judgment, for the payment of costs and expenses of the Watermaster, and for the performance of such accounting and related functions as may be required in connection with those functions ("Accounting Functions"). All funds collected shall be held in a segregated account. All expenses and disbursements shall be separately accounted for. Pursuant to the terms and conditions of a contract to be entered into between Eastern and the Watermaster, Eastern shall initially perform the Accounting Functions for Watermaster. The foregoing clause does not restrict the ability of the Watermaster to enter into other agreements with other members of the Watermaster and/or private firms and individuals to provide some or all of the Accounting Functions.

9.6.5 **Technical Advisory Committee**. There has been a Technical Advisory Committee that has functioned throughout the development of the Water Management Principles and Plan, and this Stipulated Judgment. That Committee has been composed of such managerial and technical representatives as the individual Parties decide to appoint. Each Party has paid the costs of its own representatives, and shall continue to do so in the future. The Technical Advisory Committee shall continue to function, and to provide such technical assistance as the Watermaster may request. The Technical Advisory Committee shall make recommendations to the Watermaster's Advisor and to the Watermaster on all matters requiring four votes for Watermaster action, and shall receive from Eastern all data associated with such matters for its review and evaluation. The Technical Advisory Committee and its members shall also function as a way to keep the City Councils, Boards of Directors and participating Private Pumpers fully informed about the implementation of this Judgment.

9.6.6 Reservation of Rights. The Watermaster reserves the right to assume, on its own, any functions set forth in Section 9.6.4, except as provided in Section 9.6.4(1), and to undertake all other acts required to implement the Plan and this Judgment, so long as it is legally capable of performing such functions. The Watermaster, if it should choose, may also act through or in conjunction with the other Public Agencies, or through a Joint Powers Agency composed of all the Public Agencies hereunder. Except as specifically provided in Section 9.6.4(1) with respect to Eastern's facilities used in Phase I, the Watermaster shall have no right to use or acquire the water facilities of any of the Parties, without their consent, provided that it is the intent of the Parties that their individual facilities will be available where appropriate to implement the Water Management Plan, upon terms equitable to all Parties, and consistent with their respective obligations to their own customers.

9.6.7 Rules and Regulations. The Watermaster may make such rules and regulations as may be necessary for its own operations as well as for the operation of the Plan and this Judgment, subject to Court approval. Meetings of the Watermaster shall be subject to the Brown Act .

9.6.8 Reports to Court. The Watermaster shall file annually with the Court, and serve on all Parties, a report regarding its activities during the preceding year, including an audited statement of all accounts and financial activities.

9.6.9 Notice to Parties. Watermaster shall maintain a current list of the Parties and their addresses for notice purposes. Rules for service shall be governed by the California Code of Civil Procedure and the California Rules of Court. Each Party shall notify Watermaster in writing of the name and address for its receipt of notice and service under this Judgment. A Party may change this information by written notice to Watermaster. Notice shall be deemed sufficient if directed to the most recent address provided by the Watermaster.

9.7 Watermaster Records. Watermaster's records shall be kept at the office of Eastern unless changed by the Watermaster and approved by the Court. These records shall be treated as public records under the Public Records Act. California Government Code sections 6250-6277 (West 1995 and Supp. 2002).

10. MISCELLANEOUS.

10.1 Intervention After Judgment. A New Pumper can intervene in this action as a Class A Participant only, pursuant to Section 4.6. Any other Person who is an heir, successor or assign of an existing Party, may become a Party to this action and Judgment, subject to the conditions contained herein, by filing a petition in intervention. The petition may be filed and approved ex parte with notice to the Watermaster. Such intervener shall thereafter be a Party bound by this Judgment, and entitled to the rights and privileges accorded under this Judgment to the Party such Person succeeds in this action.

10.2 Loss of Rights. No right adjudicated in this Judgment shall be lost by non-use, abandonment, forfeiture or otherwise, except upon a written election by the owner of the right filed with Watermaster, or by order of the Court upon noticed motion and after hearing.

10.3. Attorney's Fees and Costs. No Party shall recover any attorney's fees or costs in this proceeding from any Party.

DATED: _____, 2010

_____
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

EXHIBIT B

List of Parties to this Judgment

1. **Public Agencies**

   A. Eastern Municipal Water District ("Eastern)

   B. Lake Hemet Municipal Water District ("Lake Hemet")

   C. City of Hemet ("Hemet")

   D. City of San Jacinto ("San Jacinto")

2. **Class A Participants**

   A.

   B.

   C.

   D.

3. **Class B Participants**

   A.

   B.

   C.

EXHIBIT C

Base Production Rights

1. **Public Agencies**

Agency Name	Base Production Rights (Acre-feet per year)
Eastern Municipal Water District	10,869
Lake Hemet Municipal Water District	11,063
City of Hemet	6,320
City of San Jacinto	4,031

2. **Class B Participants**

Name	Rights	APN

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Benefits & Costs of Participation in the Hemet – San Jacinto Basin Ground Water Management Plan

By: Eric S. Vail, City Attorney
Rita Conrad, Finance Director
For: City of Hemet

burke
BURKE, WILLIAMS & SORENSEN, LLP

Documents to Approve

- Phase 1 Facilities Agreement
- Stipulation for Judgment
- Groundwater Management Plan
- Supplemental CEQA Resolution
- [*Previously Approved*] Four Agency Agreement re Scott / Lauda Dairies

Benefits of Participation

- Secure Access to lower cost alternative water supply
- Protect & Preserve Hemet Basin
- Address Overdraft
- Implement Basin Wide BMP
- Collective Decision Making & Collaboration
- Resolve Soboba Water Rights Issues

Major Cost Components

- Phase 1 Facilities Agreement
  - Capital
    - $3,842,776
    - Level Pay $268,600 (7/12 thru 7/35)
    - Catch-up Payment $940,100
  - Biological Mitigation
    - Now included in capital cost
    - No additional ongoing amount identified

Major Cost Components

- Phase I Facilities cont…
  - Water Rights – Soboba
    - $1,372,000 Lump sum payment
    - Right to use water to 2035
  - Water Purchases – MWD (EMWD)
    - 1,470 acre feet (Hemet's share)
    - $502 /a.f. delivered to storage
    - $737,940 per year
    - Begin 2013, est.
    - Additional $325 a.f. to extract

Major Cost Components

- Four Agency Agreement
  - Purpose
    - Put two major agency operations on recycled water
    - 9000 acre feet of water to Basin
  - Capital
    - $515,104 Paid: one time cost / improvements
  - Subsidy for Recycled Water
    - $26,148 Total 2011 subsidy
    - $5,125 Hemet Share
    - Full subsidy not in effect yet

Major Cost Components

- Judgment / Water Manager Plan
  - Administrative Assessment
    - $50 a.f. of BAPR pumped annually
    - BAPR of 5420 a.f. ($271,000)
    - Actual 2010 was 4200 a.f ($210,000)
  - Replenishment Assessment
    - Not anticipated for Hemet in next 5 years
    - MWD price for available water

Summary of Cost Components

- Assumptions
  - No further adjustment in P1F cost
  - Payment of back up payment through 1/1/12
  - No Payment for Purchased Water in 2012
  - Steady water use under 4 Agency Agreement
  - Pump actual 2010 production not full BAPR
  - Do not incur a Replenishment Assessment
  - Initial year and ongoing year amounts may change based on reconciliation to a fiscal year.

Summary of Cost Components

- Initial Year Costs
  - $ 134,300 (P1F Capital)
  - $ 940,100 (P1F make up)
  - $1,372,000 (Rights)
  - $ 0 (Water)
  - $ 5,125 (4 Agency)
  - $ 105,000 (1/2 yr. Admin. Fee)
  - $ 23,467* on going operations
- $2,579,992

- Ongoing Costs
  - $ 268,600 (P1F Capital)
  - $ 737,940 (Water)**
  - $ 6,000 (4 Agency)
  - $ 210,000 (1/2 yr. Admin. Fee)
  - $ 25,000* Ongoing Operations
- $1,222,540

*Groundwater Monitoring, Quarry Dewatering & Desilting

** If bank and not convey

Impact on Water Fund Variables

- Water Enterprise Fund
  - No current bonded indebtedness
  - Ability to pay initial costs
  - Need to assess long-term capital requirements as well as ongoing costs
- Sale / Lease of Purchase Water
  - Estimate water delivery in 2013
  - Potential to sell / lease purchased water to offset costs
  - Potential to store and retain as asset for future use
  - Cost of MWD water will increase over time
  - Extraction will add another $325 per acre foot pumped.
- Not Using our Full BAPR
  - Lowers Admin Assessment
  - Builds up a carryover credit

Water Fund Balance Projection

- Projections assume operating costs and revenues flat
- Projections include estimate of capital needs

- Without Ground Water Management Costs
  - Estimated Fund Balance at 6/30/15 is approx. $6.4 million

- With Ground Water Management Costs
  - Estimated Fund Balance at 6/30/15 is $63,000.

Projected Credit Rating

- Based on calculation of "days cash on hand"
- Benchmark used by rating agencies
- AA- Rating = 266 "days cash on hand"
- AAA Rating = 623 "days cash on hand"

- Without Ground Water Management Costs
  - Estimated "days cash on hand" at 6/30/15 is approximately 359
- With Ground Water Management Costs
  - Estimated "days cash on hand" at 6/30/15 is approximately 3

Issues

- Either with or without Ground Water Management costs Water Fund is not projected to be at AAA rating. This could impact Water Fund's ability to issue debt.

- Water Fund can bear costs for one, possibly two years barring need to issue debt or unexpected capital costs. However reserves will be reduced by approximately $7 million by end of 2014.

- Recommend professional rate study within next year

- Possible rate increase and/or rate structure change (tiered rates based on usage)

CONCLUSION / QUESTIONS

AGENDA # 22

Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Brian Nakamura, City Manager BSN

DATE: February 28th, 2012

RE: City Council Commission/Board Selection Process.

RECOMMENDATION:

City staff recommends that the City Council consider adoption of the following City of Hemet Commission/Board Selection Process:

The City Council shall nominate two council members to serve in an ad hoc capacity for commission/board appointments. The City Manager's recommendation is that one of the members of the ad hoc be the council liaison for the specific commission/board appointment. This will allow for subcommittee recommendations to be based upon familiarity of commission/board duties and obligations.

All ad hoc subcommittee recommendations shall be forwarded to the City Council for consideration and subsequent appointment.

BENEFIT OF RECOMMENDATION:

The proposed selection process will insure that City Council appointments to Commissions/Boards is fair, objective and conducted in a manner that provides for appropriate pre-applicant screening prior to nomination. In addition, the proposed process will enable the Council Ad Hoc Subcommittee to seek City staff assistance if so desired.

FISCAL IMPACT:

There is no fiscal impact to this action.

BACKGROUND:

The City Council Commission/Committee selection process has been amended throughout the years to include, direct Mayoral appointment confirmed by the full City Council, Council Subcommittee recommendation to the full City Council for approval, general City Council Member appointment and Council Member appointment for specific Commission/Committee seat.

The only Commission/Committee with specifically framed appointment authority is the Mobile Home Rent Review Commission, in which voter approved bylaws are adopted.

Respectfully submitted,

Brian Nakamura

City Manager